

## **SALE DEED OF FLAT**

***This Indenture of Sale of flat made on this the 31<sup>st</sup> day of October, 2023  
between***

***M/s Reshma Construction***, a Proprietorship firm, represented by its proprietor Sir Om Prakash Roy S/o Late Ramdhari Roy by religion Hindu, by profession-Business, resident of Tantigeria; PO-Midnapore, PS-Kotwali (Midnapore), District-Paschim Medinipur.

.....Hereinafter referred to as the ***Vendor/Developer*** (which term unless excluded by or repugnant to the context, shall mean and include the executors, administrators, assignees and legal representatives of the 1<sup>st</sup> party);

***AND***

***Sri Soma Dey Mandal W/o Mithun Mandal***, by Faith-Hindu, Voter ID-TVZ1303908, Aadhaar No.-543056224562, PAN- at present residing at-Pragati Palli, Jhaparmore Math, Bishnupur, District-Bankura, PIN-722122.

.....Hereinafter called the ***Purchaser*** on the other part which term and expression unless excluded by or repugnant to the context, shall mean and include their heirs, executors, administrators, assignees and legal representatives of the ***2<sup>nd</sup> Party***.

### **WHEREAS:**

A. Unless, in this Indenture, there is something contrary or repugnant to the subject or context:  
1. **SAID PREMISES / ULTIMATE PREMISES** shall mean **All that** the piece and parcel of land measuring 19 decimals in Mouza – Tantigeria, within PS-Kotwali, J.L. No.- 151, R.S. Khatian No.-69, R.S. Plot No. – 266, L.R. Khatian No.-113, L.R. Plot No. – 483 at Municipal Ward No-4, Municipal Holding No.-1509, PO-Midnapore, District of Paschim Midnapore, West Bengal, PIN 721101, which is more fully and particularly mentioned and described in the **First Schedule** hereunder written.

2. **CO-OWNERS / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase or may in future agree to purchase from the Vendor and shall have taken possession of their respective units, including the Vendor for those units not so alienated or agreed to be alienated by the Vendor.
3. **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the said Building/Flat expressed or intended by the Vendor for common use and enjoyment by the occupants of the Building/Flat such as paths passages driveways, staircases of the Building/Flat along with their full and half landings with respective stair covers on the ultimate roofs, entrance and exit gates of the said Premises, entrance in the ground floor, Lift along with lift shaft and the lobby in front of them and Lift machine room, water supply system, water waste and sewerage evacuation pipes from the units to drains and sewers, public drain, **and shall include the Facilities** mentioned and specified in the **Third Schedule** hereunder written.
- It is clarified that** the Common Areas and Installations shall not include the basement (If any) or ground floor of the Building/Flat which the DEVELOPER may from time to time express or intend not to be so included in the common areas and installations, with liberty to the DEVELOPER to use and enjoy the same for commercial and/or other purposes and to transfer or deal with the same as the DEVELOPER may deem fit and proper in its absolute discretion.
4. **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the co-owners of the Building/Flat and all other expenses for the common purposes (including those mentioned in the **Fourth Schedule** hereunder written) to be contributed and shared by the Co-owners.
5. **COMMON PURPOSES** shall mean and include the purpose of managing maintaining up keeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders/Co-owners in the Building/Flat for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders.
6. **UNITS** shall mean all the flats/apartments/saleable spaces/ constructed areas in the Building/Flat capable of being independently and exclusively held used occupied and enjoyed by any person **And** wherever the context so permits or intends shall include the Parking Space/s and/or terrace/s, if any, and also the proportionate undivided share in the Common Areas and Installations, attributable thereto.
7. **FOUR WHEELER PARKING SPACE** shall mean covered (having roof/shed only) car parking spaces within the basement level of the said Premises / Ultimate Premises capable of being parked motor cars and other vehicles therein or thereat. Applicable only for the purchaser who has opted for four wheeler parking and who has been allotted four wheeler parking specifically.
8. **TWO WHEELER PARKING SPACE** shall mean common space specifically demarcated and allotted to all the unit holders for parking two wheeler. Each unit holder shall have right to park maximum one normal size motorcycle/scooter.

9. **SUPER BUILT UP AREA** according to the context and in relation to a particular unit shall mean and include the plinth area of such unit (including the thickness of the external and internal walls thereof and columns therein **Provided That** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit) **And** shall include (i) the proportionate share of the area of the staircase lobbies landings etc., of the Building/Flat be situate and (ii) the proportionate share of the areas of the other common areas and installations in the Building/Flat.
10. **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the following:
- a) Insofar as the Purchaser's proportionate undivided indivisible impartibly variable share in the land underneath the Block in which the Purchaser's Flat is situated is concerned, the same shall be in the proportion in which the **super built up area** of the Purchaser's Flat may bear to the **super built up area** of all the Flats in the Block in which the Purchaser's Flat is situated;
  - b) Insofar as the Purchaser's proportionate undivided indivisible impartibly variable share in the Common Areas and Installations and the Purchaser's share in the Common Expenses is concerned, the same shall be in the proportion in which the **super built up area** of the Purchaser's Flat may bear to the **super built up area** of all the Flats in the Building/Flat;
- PROVIDED THAT** where it refers to the share of the Purchaser or any other Co-owner in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).
11. **SAID UNIT** shall mean the Flat, fully described in the **Second Schedule** hereunder written, **and wherever the context so permits** shall include the proportionate undivided indivisible impartibly variable share in the land underneath the Block in which the said Flat is situated as also in the Common Areas and Installations (after completion of construction of all the Blocks as planned by the Developer at the said Premises / Ultimate Premises) attributable to the said Flat, with right to use the same in common in the manner herein stated, **and further wherever the context so permits** shall include the right of parking one normal size motorcycle/Scooter in the common two wheeler marking area and right of parking motor car in or portion of the parking space, if so specifically and as expressly mentioned and described in the within stated **Second Schedule, and further wherever the context so permits** shall include the exclusive right to use the Open Terrace attached to the said Flat, if so specifically and as expressly mentioned and described in the within stated **Second Schedule**.
- B. **MAINTENANCE COMPANY** shall mean any company, syndicate, society, association or body which may be formed by the Vendor for the purpose of taking over charge of the maintenance management and affairs of the Building/Flat and in particular the Common Areas and Installations thereat.

i) **MAINTENANCE IN-CHARGE** shall mean as follows:

Upon the Maintenance Company being formed and taking over charge of the acts relating to the Common Purposes shall mean the Maintenance Company and till such time the Maintenance Company takes over charge of the acts relating to the Common Purposes shall mean the either the Vendor or any person / body whom the Vendor may appoint to be in charge of the acts relating to the Common Purposes.

ii) **SALE AGREEMENT** shall mean the Agreement dated **31/05/2023** entered into between the Vendor and the Purchaser/Purchasers whereby and where under the Purchaser agreed to purchase and acquire the said Unit and shall include all modifications thereof, if made in connection with the said Unit, including modifications made and/or deemed to have been made by these presents and the same stands super ceded by these presents.

iii) **PLAN** shall mean the plan or plans as be caused to be prepared by the Vendor from time to time and sanctioned by the Midnapore Municipality for construction of the Building/Flat and shall also include sanctionable modifications to each thereof and/or additions or alterations to each thereto as made and/or as may be made from time to time by the Vendor.

iv) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.

v) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; Similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.

vi) The expression **PURCHASER** shall be deemed to mean and include:

- (a) In case the Purchaser be an individual or a group of persons, then his, her or their respective heirs legal representatives executors and administrators;
- (b) In case the Purchaser be a Hindu Undivided Family, then its members / coparceners for the time being and their respective heirs legal representatives executors and administrators;
- (c) In case the Purchaser be a partnership firm, then its partners for the time being their respective heirs legal representatives executors administrators;
- (d) In case the Purchaser be a company or a trust, then its successors or successors-in-office;

C. The Vendor became the owner of the 'said property' and developed and constructed building over the same in the following manner: –

- The OWNER FIRST PARTY is the owner of his land measuring decimals in Mouza – Tantigeria, within PS-Kotwali, J.L. No.- 151, R.S. Khatian No.-69, R.S. Plot No. – 266, L.R. Khatian No.- 113, L.R. Plot No. – 483 at Municipal Ward No-4, Municipal Holding No.-1509, PO-Midnapore, District of Paschim Midnapore, West Bengal, PIN 721101 as in 1<sup>st</sup> schedule below hereinafter referred as '**Said Property**'.

D. By and in terms of the Sale Agreement, the Purchaser agreed to purchase and acquire the completed said Unit and on and subject to the terms and conditions therein contained, as modified and/or superseded by these presents.

F. The unit has been completed in all respects.

- G. The possession of the said Unit has been delivered by the Vendor to the Purchaser, which the Purchasers acknowledge to have duly received to its full and final satisfaction
- H. At the request of the Purchaser, the Vendor is now conveying in favour of the Purchaser herein the said Unit.
- I. At or before the execution hereof, the Purchaser has fully satisfied himself as to:
- (i) The rights title and interest of the Vendor to the said Premises / Ultimate Premises and accepted the same to be free from all encumbrances whatsoever;
  - (ii) The workmanship and quality of construction of the said Unit and the Building/Flat constructed so far, the structural stability of Building/Flat constructed so far and other structures and the various installations and facilities in or for Building/Flat for the common use and enjoyment;
  - (iii) The total area comprised in the said Unit;
  - (iv) The plans sanctioned and/or to be sanctioned by the authorities and also as regards the validity and all other aspects thereof;
  - (v) In case at any time additional constructions are sanctioned by the concerned authorities, then the Vendor/Developer shall be entitled to construct and deal with the same, to which the Purchaser hereby consents and shall not raise any objection with regard thereto, including with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership and common user of the Common Areas and Installations.

**I. NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of **Rs. 29,30,400/- ( Rupees Twenty Nine Lakh Thirty Thousand Four Hundred Only)** paid by the Purchaser to the Vendor at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge) the Vendor doth hereby grant sell convey transfer release assign and assure unto and to the Purchaser **All That** the said Unit, fully mentioned and described in the **Second Schedule** hereunder written **Together With** proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Purchaser's Flat is situated, attributable and appurtenant to the Flat agreed to be purchased by the Purchaser **Together With** proportionate undivided indivisible importable variable share in the Common Areas and Installations **Together With** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **And** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Unit **And Together With** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit as set out in the **Schedule** hereunder written **To Have And To Hold** the said Unit and every part thereof unto and to the use of the Purchaser absolutely and forever **Subject Nevertheless To** the Purchaser's covenants obligations and agreements herein contained and on the part of the Purchaser to be observed fulfilled and performed **And Also Subject To** the Purchaser paying and discharging all rates taxes and impositions on the said Unit wholly and

the common expenses proportionately and all other outgoings in connection with the said Unit wholly and the said Premises / Ultimate Premises and in particular the Common Areas and Installations proportionately **Excepting And Reserving** unto the Vendor and the persons deriving title from them such easements quasi-easements and rights and privileges as set out in the **Schedule** hereunder written.

**II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER** as follows:-

- i) The interest which the Vendor profess to transfer subsists and that the Vendor has good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Purchaser the said Unit in the manner aforesaid.
- ii) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Vendor or any of them or any person or persons claiming through under or in trust for the Vendor **AND** freed and cleared from and against all manner of encumbrances charges trusts liens and attachments whatsoever save only those as are expressly mentioned therein.
- iii) The Vendor shall at the reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Unit hereby granted sold conveyed and transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.
- iv) The Vendor after completion of construction and sale of the entire building /flat and unless prevented by fire or some other irresistible force or accident shall at the reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorneys or agents the title deeds in connection with the said Premises / Ultimate Premises and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

**III. THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDOR** as follows:

1. The Purchasers so as to bind themselves to the Vendor and the other Co-owners and so that this covenant shall be for the benefit of the said building /flat and other units therein and every part thereof hereby covenants with the Vendor and with all the other Co-owners that the Purchasers and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein, including those mentioned in the **Schedule** hereunder written.
2. The Purchasers shall not be entitled to raise any dispute against or claim any amount from the Vendor on account of any bad workmanship or inferior quality of materials or fittings or fixtures used in the said Unit nor on account of any constructional defect in the said Unit.

3. Notwithstanding anything elsewhere to the contrary herein contained, the Purchasers shall regularly and punctually pay to the Maintenance In-Charge, with effect from the date hereof and/or from the date of delivery of possession of the said Unit by the Vendor to the Purchasers, whichever be earlier, the amounts expenses and outgoings as are here in below mentioned and also those mentioned in the Sale Agreement:
- i) All rates and taxes payable in respect of the said Unit wholly and in respect of the said Premises / Ultimate Premises proportionately Provided That so long as the said Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay the same to the Maintenance In-Charge;
  - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Unit or the Building as a whole and whether demanded from or payable by the Purchaser or Vendor and the same shall be paid by the Purchaser wholly in case the same relates to the said Unit and proportionately in case the same relates to the entire Building or the said Premises / Ultimate Premises;
  - iii) Electricity charges for electricity consumed in or relating to the said Unit and until a separate electric meter is obtained by the Purchaser for his Unit, the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in the said Unit from its own existing sources and the Purchaser shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for the said Unit at the rate at which the Maintenance In-charge shall be liable to pay the same to WBSEDCL.
  - iv) Charges for enjoying and/or availing power in excess of that agreed between the Purchaser and the Vendor, if (subject to availability) provided to the Purchaser in the said Unit by the Maintenance In-charge from the Generator and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for the said Unit, wholly and if in common with the other Co-owners, proportionately to the Vendor or the Maintenance In-Charge or the appropriate authorities, as the case may be;
  - v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule** hereunder written) payable to the Maintenance In-charge from time to time, which shall be decided by the Vendor and/or the Maintenance In-charge. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services;
  - vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes cess duties impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by WBSEDCL, from its consumers for the delayed payment of its bills).

- 3.1 Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the said Unit or in the letter box in the ground floor of the Block in which the said Unit is situate.
- 3.2 In the event of the Purchaser failing and/or neglecting or refusing to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable in terms of these presents and/or in observing and performing the Purchasers covenants terms and conditions herein, then without prejudice to the other remedies available to the Maintenance In-charge against the Purchaser, the Purchaser shall be liable to pay to the Maintenance In-charge interest at the rate of 18% (eighteen percent) per menses on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
- (i) disconnect the supply of electricity to the said Unit of the Purchasers;
  - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.,) to the Purchaser and his employees, servants, visitors, guests, tenants, licensees and/or the said Unit;
  - (iii) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by the tenants or licensees or other occupants in respect of the said Unit.
- 3.3 The Purchaser shall abide by all rules and regulations as shall be made from time to time by the Vendor / Maintenance Company relating to and/or concerning the use of the said Unit, Parking Space (if allotted) and the Common Areas and Installations in the Building and the said Premises / Ultimate Premises without any objection denial or dispute whatsoever.
4. In the event the Purchaser has been allotted any car parking space or Open Terrace within the Building, then the Purchaser shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Purchaser shall use the Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;
  - (ii) The Purchaser shall not be entitled to sell transfer or assign such parking space or allow or permit any one to use the same as tenant, lessee, caretaker, licensee or otherwise or part with possession of the same, independent of the said Unit, to any person **save and except** to any other Co-Owner / Unit-Holder in the Building;
  - (iii) The Purchaser shall not make any construction of any nature whatsoever in or around the Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;

- (iv) The Purchaser shall not make any construction of any nature whatsoever on the Open Terrace or any part thereof nor cover such Open Terrace by erecting walls / barricades / *shamianas* etc. of any nature whatsoever;
- (v) The Purchaser shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the Building or any other portion of the said Premises / Ultimate Premises save at the allotted Parking Space;
- (vi) The Purchaser shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Maintenance In-Charge with regard to the user and maintenance of the parking spaces **or** Open Terrace in the Building
- (vii) The Purchaser shall remain liable for payment of all municipal and other rates and taxes, Maintenance Charges and all other outgoings payable in respect of such parking space / Open Terrace, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Vendor and the Maintenance Company with regard thereto;

5. After completion of construction of the Building at the said Premises / Ultimate Premises, the Purchasers shall apply for and obtain at their own costs separate assessment and mutation of the said Unit in the records of municipality / other concerned authorities, if and as permissible.

6.1 The Purchaser shall not cause any objection obstruction interference or interruption at any time hereafter in construction or completion of construction of or in the Building or other parts of the said Premises / Ultimate Premises, including one or more Blocks to be constructed by the Vendor as dealt with herein(notwithstanding there being temporary inconvenience in the use and enjoyment by the Purchaser of the said Unit) nor do anything whereby the construction or development of the Building or the said Premises / Ultimate Premises, including one or more Blocks to be constructed by the Vendor as dealt with here in, or the sale or transfer of the other Units and other areas and spaces in the Building and the said Premises / Ultimate Premises, including one or more Blocks to be constructed by the Vendor as dealt with here in, is in any way interrupted or hindered or impeded with and if due to any act or deed of the Purchaser, the Vendor is restrained from construction or development of the Building or the said Premises / Ultimate Premises, including one or more Blocks to be constructed by the Vendor as dealt with here in, or in the sale or transfer of the other Units and other areas and spaces in the Building and the said Premises / Ultimate Premises, including one or more Blocks to be constructed by the Vendor as dealt with herein, then and in that event without prejudice to such other rights the Vendor may have, the Purchaser shall be liable to compensate and also indemnify the Vendor for all losses damages costs claims demands actions proceedings consequences suffered or incurred by the Vendor. For all or any of the purposes aforesaid, the Purchaser shall fully co-operate with the Vendor with regard thereto and sign execute and deliver all papers, documents, instruments, writings, consents, no objections etc. as be required by the Vendor from time to time.

- 6.3 Save the said Unit, the Purchaser acknowledges that the Purchaser has no claim nor shall make claim any right title or interest whatsoever or howsoever over and in respect of the other units and spaces or constructed areas or parking spaces or open spaces at the said Premises / Ultimate Premises.
- 6.4 The Purchaser shall not claim any right over and in respect of any open land at the said Premises / Ultimate Premises(including side and back open spaces) or in the parking areas or any other open or covered areas of the Building and the said Premises / Ultimate Premises reserved or intended to be reserved by the Vendor for its own exclusive use and enjoyment and not meant to be a common area or portion, as also dealt with elsewhere herein, and not to obstruct any development or further development or additional construction which may be made by the Vendor thereat or on any part thereof. The Purchaser shall also not claim any right over and in respect of or object to the various rights properties benefits advantages and privileges reserved by the Vendor as dealt with herein.
7. **Rights of the Vendor:** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows:
- (a) The Vendor shall always be entitled to construction and completion of construction of the said Premises / Ultimate Premises, including one or more Blocks to be constructed by the Vendor as elsewhere stated herein(notwithstanding there being temporary inconvenience in the use and enjoyment by the Purchaser of the said Unit) and to sell convey transfer or otherwise deal with or dispose of the all the Units and other areas and spaces in the and the said Premises / Ultimate Premises, including one or more Blocks to be constructed by the Vendor as elsewhere stated here in, and the Purchaser shall fully co-operate with the Vendor with regard thereto and sign execute and deliver all papers, documents, instruments, writings, consents, no objections etc. as be required by the Vendor from time to time.
- (b) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Vendor shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises / Ultimate Premises lawfully, including by construction of one or more Blocks as elsewhere herein stated and/or by way of raising further storey or stories on the roof for the time being of the existing Blocks and the further / additional Blocks and to do all acts deeds and things and make all alterations and connections (including to connect and make available all utilities facilities and amenities, including those mentioned in the **Third Schedule** hereunder written) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Vendor in its absolute discretion may think fit and proper and the proportionate share of the Purchaser in the land underneath the concerned Block and also in the common areas and installations shall also stand reduced owing to such construction but the Purchaser shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Purchaser may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Purchaser hereunder nor to claim any amount or consideration

from the Vendor on account thereof and furthermore the Purchaser shall fully co-operate with the Vendor and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Vendor.

- (c) The Vendor shall always be entitled to set up or allow any person or body to set up at any time mechanized or masonry parking on any part of the land/open space of the said Premises / Ultimate Premises and to use, enjoy, hold, sell, transfer, let out, lease out, transfer or otherwise dispose of the same to any person or persons in whole or in parts and on such manner or conditions (including by way of permanent user or user on hourly, daily, weekly, monthly or yearly basis) as the Vendor may deem fit and proper;
- (d) The Vendor shall be at liberty to cause to be changed the occupancy group in respect of any Unit in the Building and to own use enjoy and/or transfer the same as per such sanctioned occupancy group without any hindrance obstruction objection or claim by the Purchaser.
- (e) The Vendor shall have the right to grant to any person the exclusive right to park car in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Building at the said Premises / Ultimate Premises and also the covered spaces in the ground floor of the Building / said Premises / Ultimate Premises in such manner as the Vendor shall in its absolute discretion think fit and proper.
- (f) The proportionate share of the Purchaser in various matters referred herein shall be such as be determined by the Vendor and the Purchaser shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (g) Save the said Unit the Purchaser shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas of the Building / said Premises / Ultimate Premises or the roofs/terraces at different floor levels attached to any particular unit/s or parking spaces at the said Premises / Ultimate Premises or other open and covered spaces at the said Premises / Ultimate Premises and the Building and the Vendor shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Vendor, in its absolute discretion shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendor exclusively.

7.1 The Purchaser doth hereby agrees, acknowledges and consents to the rights title and interest of the Vendor under Clause 7 and its sub-clauses hereinabove and to all the provisions and stipulations contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Vendor and/or persons deriving title or authority from the Vendor and shall not have nor claim any right of user or enjoyment in any manner whatsoever in respect thereof.

8. The properties and rights hereby sold to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the prior consent of the Vendor in writing. It is further agreed and clarified that any transfer of the said Unit by the

Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land and the Purchaser shall not claim any right of preemption in respect of any subsequently transferred unit in any manner.

9. If at any time hereafter there be imposition of any new or enhancement in any tax or levy or betterment fees or development charges or levies under any statute rules and regulations on the said Premises / Ultimate Premises and/or the Building as a whole and/or the said Unit or on the transfer thereof, the same shall be borne and paid by the Purchaser partly or wholly as the case may be within 7 days of a demand being made by the Vendor, as applicable, without raising any objection thereto.
10. The Building shall bear the name "**RESHMA RESIDENCY**", unless changed by the Vendor from time to time in its absolute discretion.
11. The Purchaser agrees and covenants to become member and/or shareholder, as the case may be, of the Maintenance Company, without raising any objection whatsoever and also abide by all the rules regulations restrictions and bye-laws as be framed and/or made applicable by the Vendor and/or the Maintenance Company for the common purposes and shall also sign and execute all papers, documents and applications and do all the necessary acts deeds and things in connection therewith. The voting rights of the Co-Owners in the Maintenance Company and also in all matters related to the common purposes shall be equivalent to one Vote for each flat.
  - 11.1 In case the Vendors and/or any person or persons nominated, appointed and/or authorised by the Vendors is the Maintenance In-charge, the Purchaser shall not hold the Maintenance In-charge liable for rendering any accounts or explanation of any expenses incurred by the Maintenance In-charge in its acts relating to the Common Purposes nor shall the Purchaser be entitled to hold the Vendors and/or any person or persons nominated, appointed and/or authorised by the Vendors responsible to furnish any accounts, vouchers, bills, documents etc., in any manner and the Purchaser as well as the Maintenance Company shall remain liable to indemnify and keep indemnified the Vendors and/or any person or persons nominated, appointed and/or authorised by the Vendors for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchaser and/or the Maintenance Company.
12. Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Description of the entire land and area of development)

Within Dist. - Paschim Medinipur, P.S. - Kotwali,

Mouza - Tantigeria, J.L. No.- 151

L.R. Khatian No. – 113, L.R. Plot No.-483

R.S. Khatian No. – 69, R.S. Plot No.-266

Measuring = 19decimals

**Butted and Bounded :-**

To the North – House of Gopal Chandra Roy

To the South – House of Sajal Roy

To the East – 12feet Road

To the West – House of Jogendra Prasad Sing

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(UNIT)

**ALL THAT** the **Flat No. 11(D)** on the **2<sup>nd</sup> Floor** of the said Building/Flat '**RESHMA RESIDENCY**' at the said Premises / Ultimate Premises having **841 Square Feet** of of Super Built up Area consisting of Two Bed rooms, One Kitchen, Two Bathrooms, One Dining Cum Drawing.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(Common Facilities)

- a) Passages, driveways, entrance and exit gate of the said Premises/Ultimate Premises.
- b) Staircase & landings and entrance in the ground floor of the Blocks/sub-blocks.
- c) Lift with lift shaft and the lobby in front of them on the ground floor and Lift machine room.
  
- e) Overhead Water Tanks, Water supply system, water bore-well and submersible pump.
- f) Rain water pipes, waste water pipes and sewerage evacuation pipes from the units to drains, soak-pits and sewers common to the Building/Flat and from the Building/Flat to the municipal public drain. Soil lines and septic tank on the ground floor.
- g) Electric Wiring, conduits and fittings that are installed in the parking area, staircase, boundary wall and other place (except those that are exclusive to any particular unit).
- h) Two wheeler parking space on the ground floor earmarked for the same purpose. (Each of the Flat owners shall have right to park one normal size two wheeler)

**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 top roofs (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables and wires in under or upon the said Building/Flat and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said Building/Flat and enjoyed by the co-owners in common as aforesaid and the boundary walls of the said Premises/Ultimate Premises, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said Premises/Ultimate Premises enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations and also the costs of repairing, renovating and replacing the same and also including the costs/charges incurred/to be incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for 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 etc., if and as applicable) including their bonus, other emoluments, benefits etc.
4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises/Ultimate Premises(save those assessed separately in respect of any unit).
5. **INSURANCE:** Insurance premium, if incurred for insurance of the said Building/Flat and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
6. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

***PART-I***

**(Consideration)**

The consideration paid by the Purchaser to the Vendor/Developer for sale of the said Unit is as follows:-

**Total consideration money** for the property / rights transferred and/or granted by this indenture as mentioned in the **Second Schedule** hereinabove written....

**Rs. 29,30,400/-** (Including GST @ 1%, Others)**(Rupees Twenty Nine Lakh Thirty Thousand Four Hundred Only)**

**THE SIXTH SCHEDULE ABOVE REFERRED TO :**

As a matter of necessity, the ownership and enjoyment of the said Unit by the Purchaser shall be consistent with the rights and interest of the owners and in using and enjoying the said Unit and the Common Areas and Installations, the Purchaser binds himself and covenants:

- (a) To co-operate with the Maintenance In-charge in the management and maintenance of the said Premises/Ultimate Premises and other common purposes and formation of the Maintenance Company;
- (b) To observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises/Ultimate Premises and in particular the Common Areas and Installation and other common purposes;
- (c) To allow the Vendor and the Maintenance Company and their authorised representatives with or without workmen to enter into and upon the said Unit at all reasonable times for construction and completion of the Building/Flat and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the said Unit within seven days of giving of a notice in writing by the Vendor or the Maintenance Company to the Purchaser thereabout;
- (d) To use the said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work or commercial machine work etc.,) whatsoever without the consent in writing of the Vendor first had and obtained, it being expressly agreed that such restriction on the Purchaser shall not in any way restrict the right of the Vendor to use or permit to be used any other unit in the building for non-residential purposes; and such permission if given shall not be pleaded as ground for using the said Unit hereby agreed to be sold for such purposes and uses.
- (e) Unless the right of parking is expressly granted and mentioned in the **Second Schedule** hereunder written, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Premises/Ultimate Premises (including at the open space at the said Premises/Ultimate Premises) **AND** if the parking right is so expressly granted and mentioned in the within stated **SECOND SCHEDULE** then to use the parking space/s solely for the purpose of parking of medium sized motor car/s, two wheeler/s and other vehicles, as applicable and as expressly granted to the Purchaser hereunder, and precisely within the demarcated parking space/s so agreed to be granted and to ensure that (i) no part of the motor car/s, two wheeler/s or other vehicle/s, as applicable, is parked cross or exceeds the limit of demarcation of such parking space/s and (ii) only one motor car, two wheeler or other vehicle, as applicable, is parked in one parking space, if such right is hereby granted. The parking space, wherein the right to park is agreed to be granted herein, if any, shall never be enclosed by any wall or fencing and shall never be blocked by keeping any other article/goods.
- (f) Not to use the roof or other Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Co-owners.
- (g) To use the Common Areas and Installations only to the extent required for ingress to and egress from the said Unit of men and materials and passage of utilities and facilities.
- (h) To keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., in the said Premises/Ultimate Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any common areas of the said Premises/Ultimate Premises.
- (i) Not to claim any right whatsoever or howsoever over any unit or portion in the said Premises/Ultimate Premises save the said Unit and also not to claim any right of pre-emptive purchase in the event of sale or transfer of other flats/undivided share in the land of the said Premises/Ultimate Premises.

- (j) Not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the buildings save a letter-box at the place in the ground floor as be expressly approved or provided by the Vendor and a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any additional window or make any wall-cut or use any other apparatus protruding outside the exterior of the said Unit.
- (k) Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Building or the Unit against loss or damage by fire or other risks may be rendered void or voidable or whereby the rate of premium thereon may be increased and to make good all damage suffered by the Vendor and/or the Maintenance In-charge and to repay to the Vendor and/or the Maintenance In-charge on demand all sums paid by the Vendor and/or the Maintenance In-charge by way of increased premiums and all other expenses relating to the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to any other rights of the Vendor and/or the Maintenance In-charge.
- (l) Not to alter the outer elevation of the Blocks or the Building/Flat or any part thereof nor decorate the exterior of the Blocks (including balcony and windows) or the said Premises/Ultimate Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (m) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations or in any other portion of the said Premises/Ultimate Premises nor into lavatories, cisterns, water or soil pipes serving the Building/Flat nor allow or permit any other Co-owner to do so.
- (n) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building/Flat.
- (o) To keep the said Unit and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building/Flat and not to do or cause to be done anything in or around the said Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said Unit. In particular and without prejudice to the generality to the foregoing, the Purchaser doth hereby covenant that the Purchaser shall not make any form of alteration in the beams and columns passing through the said Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.
- (p) Not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through the said Unit.
- (q) To abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, tube-well and other installations and amenities at the said Premises / Ultimate Premises, if and as provided, including those under the laws related to Fire and Fire Services and rules made there under and shall indemnify and keep the Vendor and the Maintenance In-Charge saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of Purchaser.
- (r) Maintain at his own costs, the said Unit in the same good condition state and order in which the same be delivered to the Purchaser and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the laws related to Fire and Fire Services and the rules made there under) of the Government, The Municipality, the Development Authority, Electricity Authorities, Fire Brigade and/or any statutory authority and/or local body with regard to the user and maintenance of the said Unit as well as the user operation and maintenance of the tube-well, water, electricity, drainage, sewerage and other installations and amenities at the said Premises/Ultimate Premises and to make such additions and alterations in or about or relating to the said Unit and/or the Building as be

required to be carried out by them, independently or in common with the other Purchaser as the case may be without holding the Vendor or the Maintenance In-charge in any manner liable or responsible there for and to pay all costs and expenses there for wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Vendor and the Maintenance In-charge saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Purchaser.

- (s) To sign execute and deliver all papers and documents as be required for obtaining separate apportionment/assessment and mutation of the said Unit, as may be permissible.
- (t) Not to make or permit to be made any alterations in or additions to the Said Premises/Ultimate Premises or any part thereof or the common fixtures, fittings and decorations therein and without prejudice to the generality of the foregoing not to install or construct any internal partitions save with the prior written approval of the Vendor and even thereafter in a lawful manner, upon such terms and conditions as the Vendor and the relevant authorities deem fit, such consent and approval to be sought at the Purchaser's own cost and if the Vendor shall give such written consent and relevant authorities shall give such approval, to carry out at the Purchaser's own expense such alterations or additions with such materials and in such manner and at such times and by such contractors as shall be approved by the Vendor and the Purchaser shall at his own expense obtain all necessary planning approval and any other consents pursuant to the provisions of any statute, rule, order, regulation or bye-law applicable thereto and shall comply with the conditions thereof.
- (u) Not to affix or install any further or additional electrical points in or about the said Unit without the prior written consent of the Vendor and the relevant authorities and provided further that all such work, if permitted, shall be carried out by a licensed electrical contractor to be employed and paid by the Purchaser who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Purchaser will be required to submit proper electrical plans to the Public Utilities Board or Power Supply authorities or other relevant authorities for approval.
- (v) All debris and waste materials of whatever nature resulting from any works in the said Unit shall be disposed by the Purchaser in the manner prescribed by the Vendor and/or the Maintenance In-charge failing which the Vendor and/or the Maintenance In-charge reserve the right (without being under any obligation to do so) to dispose of the same and all costs and expenses incurred by the Vendor and/or the Maintenance In-charge in this respect shall be paid by the Purchaser to the Vendor and/or the Maintenance In-charge on demand.
- (w) To keep the said Unit and every part thereof clean and hygienic and tidy and at a standard acceptable to the Vendor and/or the Maintenance In-charge and to keep all pipes drains basins sinks and water closets if any in the said Premises/Ultimate Premises clean and unblocked / unclogged. Any cleaners employed by the Purchaser for the purposes hereof shall be at the sole expense and responsibility of the Purchaser.
- (x) The Purchaser shall not throw refuse, rubbish, scrap, tins, bottles, boxes, containers of any kind, any article or thing through or over windows or any part of the Said Premises/Ultimate Premises but into proper bins receptacles or containers only.
- (y) In the event of any default by the Purchaser, the Vendor and/or the Maintenance In-charge may carry out such remedial measures as they think necessary and all costs and expenses incurred thereby shall be paid by the Purchaser to the Vendor and/or the Maintenance In-charge forthwith on demand and all costs and expenses so incurred together with interest thereon from the date the costs and expenses were so incurred by the Vendor and/or the Maintenance In-charge until the date they are paid, shall be recoverable from the Purchaser as if they were rent in arrears.
- (z) To keep the said Unit securely fastened and locked at all times when they remain unattended and not to keep any animal or reptile in the Unit.
- (aa) Not to block up, darken, or obstruct or obscure any of the windows or lights belonging to the said Unit or to any part of the Building.

- (bb) Not to cover or obstruct any ventilating shafts or air-inlets or outlets.
- (cc) Not to erect or install on the windows of the said Unit or on any glass panel any sign device furnishing ornament or object which is visible from outside the said Unit and which, in the opinion of the Vendor, is incongruous or unsightly or may detract from the general appearance of the Building/Flat.
- (dd) Not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the said Unit or any part of the Building any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Vendor and at the Purchaser's own cost and expense.
- (ee) Not to place or take into the lift/s, without the prior approval of the Vendor and/or the Maintenance In-charge, any baggage, furniture, heavy articles or other goods.
- (ff) Not to do any act deed or thing whereby the rights of any of the other occupiers of the Building/Flat is interfered or obstructed and shall do all acts deed and things for the purpose of maintaining decency of the Building.
- (gg) Not to store or any goods articles or material in or about the said Unit which are hazardous inflammable combustible illegal or prohibited by law.
- (hh) To observe such other covenants as be deemed reasonable by the Vendor from time to time for the common purposes.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO :**  
(Specifications of Construction)

**Structure**

R.C.C. framed structure with strip Foundation  
Outer wall – 200 mm. thick. Inner Wall – 125 mm. thick.

**Doors**

Wooden frames (sal) with Flush Doors  
Bath Door – Fiber panel door.

**Windows**

Aluminium Sliding Windows with 3mm. Glass and M.S. Grille

**Flooring**

Vitrified tiles in all dining/ living areas/ Kitchen.  
Toilet :- Anti Skid Floor Tiles

**Walls**

Wall putty over cement plaster with one coat primer.

**Electricals**

Concealed wiring with modular switches.  
Provision for A.C. Point in all bedrooms  
Provision for T.V. & telephone point in living room.  
Provision for power points & exhaust fan points in kitchen  
Provision for power points in toilets.

**Kitchen**

Granite top platform with S.S. Sink.  
Tiles dado up to two feet above platform.  
Stair :- Marble Flooring with Steel railing.

**Toilets**

Ceramic Tiles on floor (Anti Skid)  
Wall tiles up to 7 feet height (Door Height)  
Quality Sanitary ware fittings  
Branded porcelain ware  
Only Western commode in every bathroom.

**Exterior**

Outer Wall with two coat weather coat paints.  
Over one coat primer.

## RECEIPT AND MEMO OF CONSIDERATION

**Received** of and from the within named Purchaser the within mentioned sum of **Rs. 29,30,400/- (Rupees Twenty Nine Lakh Thirty Thousand Four Hundred Only) on different dates** being the consideration in full under these presents by cheques / pay orders / demand drafts and/or in cash.

1. Received by Cheque & Cash of

Rs. 3,50,000/-