

SALE DEED

VALUED AT RS......

THIS DEED OF SALE is made on thisday of....., 2024.

B E T W E E N

(1) **SK ABUL KASEM** (PAN-AYBPS5395M)(AADHAAR NO.7617 0656 5719), Son of Sekh Nuruddin, by Religion-Muslim (Indian Citizen), by Occupation-Business; (2) **MONIHAR BEGUM** (PAN-ARDPB3226D) (AADHAAR NO.7085 9054 9831), Wife of Sk Abul Kasem, by Religion- Muslim (Indian Citizen), by Occupation-House wife, both residing at 1A/6, Kustia Road, P.O&P.S-Tiljala, Dist.-South 24 Parganas, Pin No. 700039, West Bengal, India, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors and assign as the case may be) of the FIRST PART, represented by their constituted Attorney Holders (vide Book No. I, Vol. No. 0602-2023, Page Nos. 14461 to 14481, Beig No. 060200625, for the Year 2023, registered on 23.02.2023, registered in the Office of the D.S.R-II, Hooghly)- (1) **SRI SHYAMAL SINGHAROY**(PAN- ATEPS3102Q) (Aadhaar No.5824 2445 0475), Son of Sri Bankim Singharoy, by Religion- Hindu (Indian Citizen), by Occupation- Business, residing at Mohanbati, P.O- Nachipur, P.S.- Tarkeswar, Dist.- Hooghly, West Bengal, India, Pin No.712414, West Bengal, India; (2) **SRI SOMNATH SINHA**(PAN- AZZPS5125L) (Aadhaar No. 4637 4994 7465), Son of Sri Santosh Kumar Sinha, by Religion-Hindu (Indian Citizen), by Occupation-Business, residing at Vill.Farm Side Road, 2 No. Lane, Chinsurah Agricultural Farm, Simla (CT), P.O.- Chinsurah (R.S), P.S.- Chinsurah, Dist.-Hooghly, Pin No.712102, West Bengal, India; (3) **NIZAMUDIN SAMSUDIN MUNSHI** (PAN-AEMPM3506R)(Aadhaar No.4316 8154 5945), Son of Samsudin Tasadhusen Munshi, by Religion- Muslim (Indian Citizen), by Occupation-Business, residing at 13 Zahida Duplex Nr. Chhipa Soc, P.O- Danilimda, P.S-Ahmedabad City, Dist.-Ahmedabad, Pin No. 380028, Gujarat, India, presently residing at Vill. Mordhal, P.O-Rajbalhat, P.S.- Jangipara, Dist.-Hooghly, Pin No. 712408, West Bengal, India.

A_____N_____D

"ROYAL DEVELOPERS" (PAN- ABGFR0535C), a Partnership Firm formed under the Indian Partnership Act, 1932 (Amended upto date) (registered on 21.02.2023, vide Book No. IV, Vol. No. 0603-2023, Page from 55 to 74, Being No. 060300001/2023, registered in the Office of the A.D.S.R, Chinsurah, Hooghly), having its registered office at - Vill. & P.O- Champadanga (Alupatty, Opposite Post Office), P.S-Tarakeswar, Dist-Hooghly Pin No-712401, West Bengal, India and represented by its Partners- (1) **SRI SHYAMAL**

SINGHAROY (PAN- ATEPS3102Q)(Aadhaar No.5824 2445 0475),Son of Sri Bankim Singharoy, by Religion- Hindu (Indian Citizen), by Occupation- Business, residing at Mohanbati, P.O- Nachipur, P.S.- Tarkeswar, Dist.- Hooghly, West Bengal, India, Pin No. 712414, West Bengal, India; (2) SRI SOMNATH SINHA(PAN- AZZPS5125L) (Aadhaar No. 4637 4994 7465), Son of Sri Santosh Kumar Sinha, by Religion-Hindu (Indian Citizen), by Occupation-Business, residing at Vill.Farm Side Road, 2 No. Lane,Chinsurah Agricultural Farm, Simla (CT), P.O.- Chinsurah (R.S), P.S.- Chinsurah, Dist.-Hooghly, Pin No.712102,West Bengal, India; (3) NIZAMUDIN SAMSUDIN MUNSHI(PAN- AEMPM3506R) (Aadhaar No.4316 8154 5945), Son of Samsudin Tasadhusen Munshi,by Religion- Muslim (Indian Citizen), by Occupation-Business,residing at 13 Zahida Duplex Nr. Chhipa Soc, P.O- Danilimda, P.S- Ahmedabad City, Dist.- Ahmedabad, Pin No. 380028, Gujarat, India,presently residing at Vill. Mordhal,P.O-Rajbalhat,P.S.- Jangipara, Dist.- Hooghly, Pin No. 712408, West Bengal, India; (4) SK SAHIL JAVED @ SAHIL JAVED SK(PAN- KQCPS5274L)(Aadhaar No. 8852 5264 4818), Son of Jakir Hossain Shaikh, by Religion-Muslim (Indian Citizen), by Occupation- Business, residing at Khalatpur, P.O.- Khalatpur, P.S.- Udaynarayanpur, Dist.- Howrah, Pin No. 711226,West Bengal, India;(5)SMT BRATATI SINHA RAY(PAN-ARLPB2138C)(Aadhaar No. 6660 3224 2080), Daughter of Krishna Pada Ghoshal, by Religion- Hindu (Indian Citizen), by Occupation- Business, residing at G1, Kali Chatterjee Avenue, Baroda Jora Petrol Pump, P.O & P.S- Garia, Dist.-South 24 Parganas, Pin No.700084,West Bengal, India hereafter refereed to and called as the “DEVELOPERS/PROMOTERS” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its/ their legal heirs, executors and assign as the case may be)of the SECOND PART.

A _____ N _____ D

(1) (PAN-.....) (AADHAAR NO.), Son of, Aged about Years, by Religion- (Indian Citizen), by Occupation-; (2) (PAN-.....) (AADHAAR NO.), Son of, Aged about Years, by Religion-(Indian Citizen), by Occupation-both residing at(hereinafter collectively called the "Allottee") (which term or expression shall unless excluded by or

repugnant to the subject or context be deemed to mean and include its/their successor or successors-in-interest and/or assigns) of the THIRD PART.

WHEREAS The Owners and Developer individually "Party" and collectively "Parties" hereto. The Owner No.1/Sk. Abul Kasem is seized and possessed of and absolutely entitled to All that parcel of "**BASTU**" land admeasuring **06** (Six) Decimal in R.S Dag No. 199, corresponding to L.R Dag No. 227, mutated L.R Khatian No. 5808, Mouza- Parul, J.L No 38, Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.19, Holding No.504/A, Mohalla/Street/Road-Link Road, morefully described in the First Schedule Part-"A" hereto which was purchased by way of a DEED OF SALE, dated 30.07.2008, registered in the Office of the A.D.S.R, Arambagh, in Book No I, Vol. No. 47, Page No. 133 to 150, Being No 2381 for the Year 2008, from one Sri Sasanka Sekhar Singha Roy, Son of Late Jagadish Chandra Singha Roy & Ors. of Ararnbagh Paschim Krishnapur, Ward No 3, P.O. & P.S. - Arambagh, Dist.- Hooghly. Subsequent said Owner No.1/Sk. Abul Kasem has mutated his name in the B.L & L.R.O, Arambagh Block, District.-Hooghly and is regularly paying. khajnas and taxes to the concerned authority.

AND WHEREAS the Owner No.1/Sk. Abul Kasem is seized and possessed of and absolutely entitled to all that parcel of "**BASTU**" land admeasuring **5½** (Five and half Decimal) in RS Dag No, 199, corresponding to L.R Dag No 227, mutated L.R Khatian No. 5808 in Mouza- Parul, J.L No 38, Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.19, Holding No. 504/A, Mohalla/Street/Road- Link Road, morefully described in the First Schedule Part-"B" hereto which was purchased by way of a DEED OF SALE, dated 30.07.2008, registered in the Office of the A.D.S.R, Arambagh in Book No. I, Vol. No.47, Page No. 151 to 166, Being No. 2382 for the Year 2008, from one Sri Sasanka Sekhar Singha Roy, Son of Late Jagadish Chandra Singha Roy & Ors. of. Arambagh Paschim Krishnapur, Ward No 3, P.O. & P.S. - Arambagh, Dist. - Hooghly .Subsequent to the said purchase the Owner No.1/Sk. Abul Kasem has mutated his name in the B.L & L.R.O, Arambagh Block, Dist.-Hooghly and is regularly paying khajanas and taxes to the concerned authority.

AND WHEREAS the Owner No.2/Monihar Begum is seized and possessed of and absolutely entitled to All that parcel of “BASTU” land admeasuring 06 (Six) Decimal in RS Dag No.199, corresponding to LR Dag No.227, mutated L.R Khatian Nos. 5809, within Mouza- Parul, J.L No. 38, Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.19, Holding No.504/A, Mohalla/ Street/ Road-Link Road, morefully described in the First Schedule Part-"C" purchased by way of a DEED OF SALE, dated 30.07.2008, registered in the Office of the A.D.S.R, Arambagh, in Book No I, Vol. No.47, Page No 167 to 184, Being No. 2383 for the Year 2008, from one Sri Sasanka Sekhar Singha Roy, Son of Late Jagadish Chandra Singha Roy & Ors. of Arambagh Paschim Krishnapur, Ward No 3, P.O & P.S.-Arambagh, District- Hooghly. Subsequent to the said purchase the Owner No 2/Monihar Begum has mutated her name in the B.L & L.R.O., Arambagh Block, Dist.-Hooghly and regularly paying Govt. Khajanas and Taxes to the appropriate authority of the Government.

AND WHEREAS the lands mentioned in the Schedules “A”, “B” and “C” of the First Schedule are contiguous land.

AND WHEREAS the Owners and the Developer have negotiated and arrived at an agreement to develop the said Property by constructing residential cum commercial complexes thereon for mutual benefits.

AND WHEREAS the Developer has agreed that the Owners shall provide the parcels of land described in Part A,B and C of the First Schedule hereto for development on “as is where is” basis.

AND WHEREAS the property mentioned in the *First schedule* herein below written is free from all encumbrances.

AND WHEREAS one registered DEVELOPMENT AGREEMENT has been executed and registered between the Land Owners and with the Developers, on 23rd day of February, 2023, vide Book No. I, Volume number- 0602-2023, Pages from 14482 to 14532, Being No. 060200613 for the Year 2023, in the office of D.S.R- II, Hooghly, for the purpose of development of the First Schedule Mentioned property by making construction of multistoried building, thereon and to sell the same to the intending PURCHASER(S)s(s) (elaborately discussed in the original Deed of Development Agreement referred earlier).

AND WHEREAS one registered GENERAL POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT has been executed and registered by the Land Owners on 23rd day of February, 2023, vide Book No. I, Volume number- 0602-2023, Pages from 14461 to 14481, Being No. 060200625 for the Year 2023, in the office of D.S.R- II, Hooghly had been executed and registered by the Land Owners in favour of- (1)SRI SHYAMAL SINGHARROY(PAN- ATEPS3102Q) (Aadhaar No.5824 2445 0475),Son of Sri Bankim Singharoy, by Religion- Hindu (Indian Citizen), by Occupation- Business, residing at Mohanbati, P.O- Nachipur, P.S.- Tarkeswar, Dist.- Hooghly, West Bengal, India,Pin No.712414,West Bengal, India; (2) SRI SOMNATH SINHA(PAN- AZZPS5125L) (Aadhaar No. 4637 4994 7465), Son of Sri Santosh Kumar Sinha, by Religion-Hindu (Indian Citizen), by Occupation-Business, residing at Vill.Farm Side Road, 2 No. Lane,Chinsurah Agricultural Farm, Simla (CT), P.O.- Chinsurah (R.S), P.S.- Chinsurah, Dist.-Hooghly,Pin No.712102,West Bengal,India;(3)NIZAMUDIN SAMSUDIN MUNSHI (PAN-AEMPM3506R)(Aadhaar No.4316 8154 5945),Son of Samsudin Tasadhusen Munshi,by Religion- Muslim (Indian Citizen), by Occupation-Business,residing at 13 Zahida Duplex Nr. Chhipa Soc, P.O- Danilimda,P.S-Ahmedabad City,Dist.-Ahmedabad, Pin No. 380028, Gujarat, India, presently residing at Vill. Mordhal,P.O-Rajbalhat,P.S.- Jangipara, Dist.-Hooghly,Pin No. 712408, West Bengal, India, one of the partners of the Firm namely "ROYAL DEVELOPERS" assigning them every right to appear and represent them in every matters relating to this project/ development(elaborately discussed under the original Deed of Power of Attorney referred earlier).

AND WHEREAS the Vendor/Land Owner /Developer/Promoter has decided to develop the below Schedule mentioned Property enumerated in the First Schedule hereunder written to build multistoried building on the said premises comprising of several flats, shops, garages etc. by constructing new multistoried building(s) thereon in accordance with the plan sanctioned by the Arambagh Municipality.

AND WHEREAS the Vendor/Land Owner /Developer/Promoter has submitted the Building Plan before the authority of the Arambagh Municipality and which is duly sanctioned by the said Arambagh Municipality for construction of the building, vide Sanction Plan No.36/23-24 Dated 08.05.2023.The said Vendor/Land Owner / Developer

/Promoter afterwards started all activities towards the construction on the First Schedule property in accordance with the said Sanction Plan sanctioned by the Arambagh Municipality.

AND WHEREAS after completion of the said multi-storied building named and style of “**Ananya Apartment**”, situated at Mohalla/Street/Road- Link Road, P.O &P.S- Arambagh, District-Hooghly, Pin-712601, West Bengal, India and the Vendor/ Land Owner/Developer/Promoter were in search of intending *PURCHASER(S)(S)* for selling the *Third Schedule* property. The *Third Part /PURCHASER(S)* knowing the intention of the Vendor/Land Owner /Developer/Promoter have approached and requested the said Vendor/Land Owner /Developer/Promoter to sell the *Third Schedule* property.

AND WHEREAS *PURCHASER(S)(S)* the party hereto of the *Third Part* making necessary inspection all documents being satisfied with the title of the property as well as being satisfied with the construction have agreed to purchase & made proposal to the Vendor/Land Owner /Developer/Promoter have agreed to sell the one _____ **BHK** Residential **FLAT NO.** “_____”, on the _____ **FLOOR** of the said building has having a **CARPET AREA** of _____ (.....) Sq.ft. and **SUPER BUILT AREA** of (Six Five Nine) Sq ft. at “_____” Apartment, specifically mentioned in the *Third Schedule* hereunder with sole, exclusive, transferable and revocable right to use the same together with undivided proportionate share or interest in the common parts and common services of the building as described in the *Fourth Schedule* hereunder as also shown in the Map enclosed hereto which is to be treated as part and parcel of this Deed at a consideration of **Rs.** _____ (Rupees) only.

AND WHEREAS the common parts and common services of the building are fully described in the *Fourth Schedule* hereunder.

AND WHEREAS subsequently the piece of the land proportionate to the area of the *Flat* mentioned in *Third Schedule* below along with the cost of construction of the *Flat* has been settled at a total consideration amount of **Rs.** _____ (Rupees) only and the *PURCHASER(S)* paid the consideration money by

installment which the Vendor/Land Owner /Developer/Promoter hereby acknowledge to have received.

AND WHEREAS the common parts and common services of the building are fully described in the *Fourth Schedule* hereunder.

NOW THIS INDENTURE WITNESSETH

That in pursuance of the aforesaid agreement and in consideration of aforesaid payment of the entire consideration sum of **Rs.** _____ (Rupees) only (as per Memo of consideration given below) payment of which the Vendor/Land Owner /Developer/Promoter hereby acknowledge and of and from the same and every part thereof hereby acquit and release the *PURCHASER(S)* and the said property being the undivided proportionate share in the land described in the *First Schedule* in respect of and calculated on the basis of the area of the *residential flat* described in the *Third Schedule* below as BHK Residential FLAT NO. “ _____ ”, on the _____ FLOOR of the said building has having a CARPET AREA of _____ (.....) Sq.ft. and SUPER BUILT AREA of (Six Five Nine) Sq ft. at “.....” Apartment, specification mentioned in the *Third Schedule* hereunder written and the *Developers and Land Owner* hereby convey and transfer, assign and assure unto the *PURCHASER(S)* free all encumbrances, charges, liens, trust, annuities, lispenses, attachments, debtor and wakf charges, for maintenance and residence and servients or easements with ALL THAT the undivided proportionate share of land and the *flat* as aforesaid in the piece and parcel of land hereditament, misuse more fully described in the *First Schedule* in particular the undivided proportionate share in the land underneath in respect of the *flat* described in the *Third Schedule* hereinafter referred to as the said property or howsoever otherwise the said property situated butted, bounded, called known, numbered, described and distinguished TOGETHER WITH all rights, liberties, privileges, easements, lights, appendages, appurtenance, walls, paths, passages, swears, drains, water sources and the benefits and advantages to ancient and other right whatsoever to the said property or any part thereof now are or hereto before were hold, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and also compounds, drains, ways, paths, passages, fences and other rights and liberties

whatsoever to the said property belonging or in any way appertaining thereto and the reversion or reversions, remainder or remainders, rents, issues and profits thereof and of every part thereof and all the estate, rights, title, interest, property, claims and demands whatsoever both at law and in equity of the Vendor/Land Owner /Developer/Promoter into and upon the same or an part thereof.

TO HAVE AND TO HOLD THE SAID PROPERTY HEREBY GRANTED:-

Conveyed and transferred or expressed or intended so to be and every part thereof unto and to the use of the *PURCHASER(S)* absolutely and forever to be held as heritable and transferable immovable property within the meaning or any law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act, 1972 and its subsequent amendments and West Bengal Real Estate Regulatory Authority and its subsequent amendments and all the Rules and Regulations and agreement lawfully made and entered into pursuant to the provisions of the aforesaid Act and also subject to the payment of all rents taxes easements etc. Now chargeable upon the same or which may hereafter become payable in respect thereof to the Govt. of West Bengal, Panchayet Authority, Hooghly Zila Parishad and the Vendor/Land Owner /Developer/Promoter hereby covenant with the *PURCHASER(S)* that notwithstanding any acts Deeds or things by the Vendor/Land Owner /Developer/Promoter made done or executed or knowingly suffered with the contrary with the Vendor/Land Owner /Developer/Promoter, now the good right and full and absolute power and indefeasible title to transfer the said property hereby sold and conveyed or expressed or intended so to be with the appurtenance unto the *PURCHASER(S)* in manner aforesaid AND the *PURCHASER(S)* shall and may at all times hereinafter peaceably and quickly possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction interruption, claim of demand whatsoever from or the Vendor/Land Owner /Developer/Promoter or any person or persons lawfully or equitably claiming from under or through then free and clear and freely and clearly absolutely acquire exonerated and released or otherwise by and at the cost and expenses of the Vendor/Land Owner /Developer/Promoter well and sufficiently saved, and indemnified and keep indemnified on and from and against all manner or claims, charges, liens, debts, attachments, encumbrances, debtor, wakf charges or maintenances and residence whatsoever made or

suffered or created by the Vendor/Land Owner/Developer/Promoter or their predecessors in interest or any persons lawfully equitably claiming any estate or interest or any person lawfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for them and the Vendor/Land Owner/Developer/Promoter will from time to time and at all times hereinafter at the request and cost of the *PURCHASER(S)* do or execute or cause to be done or executed all such acts, deeds, matters and things whatsoever for furtherance of better or more perfectly assuring the said property and every part and parcel thereof up to and to the use of the *PURCHASER(S)* in any manner aforesaid or shall or may be reasonable required.

AND IT IS FURTHER AGREED AND DECLARED THE PARTIES AS FOLLOWS:-

- A. That the *PURCHASER(S)* shall/will abide by the Bye- Laws of the Society / Association to be formed and shall/will bear and pay their proportionate share of part in the common expenses required by the other Apartment/Shop owners.
- B. That the *PURCHASER(S)* shall/will use the said flat for residential purpose only and for no other purpose.
- C. That that the *PURCHASER(S)* shall/will not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement nor add any material structure without, in ever such case, the unanimous consent of all the other flat/shop owners in the building including the Vendors being first obtained.
- D. That the *PURCHASER(S)* shall/will be liable to pay the proportionate share of Municipal Tax, Land Tax, G.S.T (as per Govt. rules) etc. and such payment could have been made by the *PURCHASER(S)* to the *Developers* till the society is not formed by all flat owners.

AND the Vendor/Land Owner /Developer/Promoter have handed over the copies of the documents and hereby covenant with the *PURCHASER(S)* that the Vendor/Land Owner /Developer/Promoter shall unless prevented by fire or some other inevitable accident and excepted perils from time to time and all times hereafter upon every reasonable request and at the costs of the *PURCHASER(S)* produce or cause to be produced to the *PURCHASER(S)* or *his* Advocate or agent or at any trial Commission, examination or

otherwise as occasion shall require all or any of the title deeds for the purpose of showing this title to the said land and premises described in *First* and *Second Schedule* hereunder written and also at the like request and costs, deliver or cause to be delivered unto the *PURCHASER(S)* such attached or other copies or extracts of and from the said deeds and writings or any of them as the *PURCHASER(S)* may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncancelled.

AND IT IS HEREBY declared and agreed that in case the said Deeds and writings herein before covenanted to be produced or any of them shall at any time hereafter be delivered by the Vendor/Land Owner /Developer/Promoter to any other person or persons they shall thereupon enter into with and deliver to the person or persons for the time being entitled to the benefit of the covenant for production herein before contained and without expenses to them, a covenant for the production and furnishing copies of the said Deeds and writings which shall have been so delivered up similar to the covenant herein before contained then and in such case the said last mentioned covenant shall forthwith be null and void so far as regards the Deeds and writings to which the said substitute covenant shall related. Be it mentioned that by virtue of this Deed of transfer of the *residential flat*, the *PURCHASER(S)* has become entitled to the proportionate share of the land and the apartment ownership together with the vertical support of the columns and beams easement rights over the stair, common passage in the *Ground Floor* for egress and the common areas and facilities of the building only required for the *residential* use of the *PURCHASER(S)*. The *PURCHASER(S)* may mutate his/her/their name before the B.L & L.R.O, Local Arambagh Municipality and also before the concerned authority of Electric Dept. The *PURCHASER(S)* will have the right of common use of the roof with the other flat owners. The Map appended and coloured red with this deed shall be treated as a part and parcel of this Deed.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE LAND)

PART "A"

ALL THAT piece and parcel of "BASTU" land in **RS Dag No.199** (One Nine Nine), corresponding to **L.R Dag No, 227 (Two Two Seven), mutated L.R. Khatian No. 5808(Five**

Eight Zero Eight) admeasuring **06**(Six)Decimal in Mouza-Parul,J.L No. **38**(Three Eight), Police Station-Arambagh,District-Hooghly under Arambagh Municipality,Ward No.**19** (One Nine),Holding No.**504/A**,Mohalla/Street/Road-Link Road,P.O&P.S-Arambagh, District -Hooghly,Pin-712601,West Bengal,India,absolutely owned and possessed by the Owner No .1/Sk. Abul Kasem.

PART "B"

ALL THAT piece and parcel of "**BASTU**" land in **RS Dag No.199** (One Nine Nine), corresponding to **L.R Dag No. 227 (Two Two Seven), mutated L.R. Khatian No. 5808(Five Eight Zero Eight)** admeasuring **5 ½**(Five and Half) Decimal in Mouza- Parul, J.L No. **38** (Three Eight), Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.**19** (One Nine), Holding No. **504/A**, Mohalla/Street/Road- Link Road,P.O&P.S-Arambagh,District - Hooghly, Pin- 712601, West Bengal, India, absolutely owned and possessed by the Owner No .1.

PART "C"

ALL THAT piece of parcel of "**BASTU**" land in **RS Dag No.199** (One Nine Nine),corresponding to **L.R Dag No. 227 (Two Two Seven), mutated L.R. Khatian No. 5809(Five Eight Zero Nine)**admeasuring **6** (Six) Decimal in Mouza-Parul,J.L No. **38**(Three Eight), Police Station-Arambagh, District-Hooghly under Arambagh Municipality, Ward No.**19** (One Nine), Holding No. **504/A**, Mohalla / Street/ Road- Link Road, P.O & P.S-Arambagh, District -Hooghly,Pin-712601,West Bengal,India,absolutely owned and possessed by the Owner No.2/Monihar Begum.

-Total area of land comprised in Part "A","B" and "C" are **17½**(Seventeen and Half) Decimal (The Property converted from "**SHALI**" to "**BASTU**", Vide Conversion Case No. CN/2023/0615/195, Memo No. IX-2/140/SDA/2023, dated 13.02.2023, by S.D.L& L.R.O, Arambagh,Hooghly in favour of Land Owner No. 1/Sk. Abul Kasem and Vide Conversion Case No. CN/2022/0615/3132,Memo No.326(2)/BLR/ ARM/ 23,dated 03.02.2023,by B.L & L.R.O, Arambagh, Hooghly in favour of Land Owner No. 2/Monihar Begum, in Mouza-Parul, J.L No.**38** (Three Eight), Police Station- Arambagh, District- Hooghly under Arambagh Municipality, Ward No.**19**, Holding No. **504/A**, Mohalla/Street/Road- Link Road,P.O&P.S-Arambagh,District-Hooghly,Pin-712601,West Bengal,India, with all other easement and path rights attached herewith.

THE PROPERTY IS BUTTED AND BOUNDED BY:-

ON THE NORTH : Rest Part of R.S Dag No. 199/L.R Dag No. 228.
ON THE SOUTH : Rest Part of R.S Dag No. 199/L.R Dag No. 289.
ON THE EAST : Rest Part of R.S Dag No. 199/L.R Dag No.
295,225 & 226.
ON THE WEST : L.R Dag No. 224 & Link Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:(THE BUILDING)

The *Multi-storied* building namely “Ananya Apartment” constructed under *Arambagh Municipality* located at Mohalla/Street/Road- Link Road,P.O&P.S-Arambagh, District-Hooghly,Pin-712601,West Bengal,India, being the land described in the *First Schedule* according to the plan duly sanctioned by *Arambagh Municipality* vide Sanction Plan No.36/23-24 Dated 08.05.2023.

THE THIRD SCHEDULE ABOVE REFERRED TO:(THE UNIT)

ALL THAT one BHK Residential FLAT NO. “ _____ ”, on the
_____ FLOOR of the said building has having a CARPET AREA of
(.....) Sq.ft. and SUPER BUILT AREA of _____ (.....) Sq ft. at “
” Apartment, with all rights of used of common areas of building and undivided
impartiable proportionate part and share of the land mentioned in the First Schedule
property hereunder written. The said *flat* more specifically shown in *Red* coloured in the
map annexed with this deed which is the part of this deed.

THE SAID FLAT IS BUTTED AND BOUNDED BY:-On the North:On the South:On the East:On the West:

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON PARTS & PORTIONS)

- (1) Entrance, exits, boundary walls, common paths and passages.
- (2) Stair case, Stair case landing on all floors.
- (3) Rooms and spaces for water pumps, over-head water tanks, reservoir and water pipes.
- (4) Foundations, columns, beams, support.
- (5) External electrical installations, switch-board and all other electrical wirings and fittings (except only those are installed within the exclusive area of any Unit and/or exclusively for the use of purchaser/s).
- (6) Drains, sewerage, septic tank and all other pipes including rain water and waste water and concealed or other installation in or around the Building (except only those are installed within the exclusive area of any Unit and/or exclusively for the use of purchaser/s).
- (7) Such other common parts, areas, equipment, installations, fittings, space in or about the building as are necessary for the common use and/or enjoyment by the co-sharers of the same building.
- (8) Use of lift.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

- (1) All expenses for maintenance, operating, replacing, repairing, renovating, painting of the common portions and the common areas in the building including the outer walls of the building.
- (2) All the expenses for running and operating all machinery equipment and installations comprised in the common portions including water pumps, electrical installations, including the cost of repairing, renovating and replacing the same.
- (3) Salaries and other emoluments and benefits of and all other expenses of the persons employed or to be employed for the common purposes such as caretaker, supervisor, accountant, darwans, security personnel, sweepers, plumber, electricians and other maintenance staff, if any.

- (4) Cost of insurance premium for insurance of the building and/or common portions.
- (5) All charges and deposits for supplies of common utilities for the Co-owners in common.
- (6) Municipal Tax, Land Tax, Water Tax, Govt. Revenue (Khajna) G.S.T (as per Rules and Orders) and other levied in respect of the premises and the building (save and except those are separately assessed in respect of any unit of the PURCHASER/s).
- (7) Costs of formation and operation of the service Organization / Association including the office expenses.
- (8) Electricity charges for the operation of the equipment and installation for the common service and lighting the common portions including the lift.
- (9) All legal expenses incur or to be incurred for the common purpose relating to common use and enjoyment of the common portions.
- (10) All other expenses and/or out goings as would be incurred by the Vendors and/or by the society/service organization or Association for the common purpose.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(MANAGEMENT AND MAINTENANCE)

- (1) The Co-owners of the Flats shall form an Association/Society for the common purposes including taking over all obligations with regard to management, control and operation of all the common portions of the said building under Provisions of West Bengal Apartment Ownership Act, 1972. The Association or Society may frame rules, regulations and bye- laws from time to time for maintaining quiet and peaceful enjoyment of the said building.
- (2) Upon formation of the Association/Society the Vendor/Land Owner / Developer / Promoter shall transfer all its rights and obligation as also residue then remaining of the deposits made by the *PURCHASER(S)* or otherwise after adjusting all amounts then, remaining due and payable by the *PURCHASER(S)* and the amount so transferred henceforth be so held by the Association/Society under the account of the *PURCHASER(S)* for the purpose of such deposits.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(THE PURCHASER(S)(S) SHALL NOT DO THE FOLLOWING)

- (1) To injure, harm or damage the common portions or any other units in the building by making any alteration in structure of the building or withdrawing any support or otherwise.
- (2) To obstruct the Vendor/Land Owner/Developer/Promoter or the Association / Society in their act relating to the common purposes.
- (3) To alter any portion, elevation or colour structure stability which would affect the building.
- (4) To throw or to accumulate or cause to be thrown in accumulated or any dust, ashes, rubbish or other refuse articles in common portions save and except at the place indicated thereof.
- (5) To carry on or to be carried on or to be stored any obnoxious, injurious, dangerous, offensive, illegal or immoral activity in or through the unit or in the common portions.
- (6) To keep or operate heavy/vibrating or to do or permit anything to be done which likely to cause nuisance or annoyance to the occupants of the units in the said building and/or the adjoining Building or Buildings.
- (7) To keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the unit or in the common areas.
- (8) To affix or draw any wires, cables, pipes from and to or through any common portion for outside walls of the building or other units except for the common purpose of laying out of wires for T.V & Telephone.
- (9) To keep any heavy articles or movable things which are likely to damage the floor or operate any machine other than the usual home appliances.
- (10) To make any such structural additions or alterations in the said unit or any part thereof this would affect structural stability of the said building.
- (11) To decorate or paint or otherwise alter the colour scheme of the exterior of the said unit of the building or common portions without prior approached of the Vendor / Land Owner/ Developer/ Promoter or Society/ Association / Service Organization as the case may be.

(12) To use the said unit for the purpose of Hotel, Club, Restaurant, Nursing Home, Boarding/lodging house etc. which do not come within the purview of normal livelihood.

(13) To do any acts or Deeds which are forbidden by law, the rules and/or regulations framed from time to time by the Association/Service Organization for the common purpose and for quite peaceful and beneficial enjoyment of the building.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year hereinbefore set forth at the commencement of this Agreement.

Signed, sealed and delivered by the within named Land Owners/

Developers and the Purchasers in the presence of:-

Witnesses:-

1. ABUL KASEM

2. MONIHAR BEGUM

- Represented by their constituted attorney holder-

1.

Signature of the LAND OWNERS

ROYAL DEVELOPERS

2.

PARTNERS

Signature of the DEVELOPERS/PROMOTERS

Signature of the PURCHASER

MEMO OF CONSIDERATION

Received the total consideration amount of Rs. (.....) only from the PURCHASER(S) by the Vendor/Land Owner /Developer/Promoter

Sl No	Date	Payment Details	Amount (Rs)
1			
2.			
3.			
4.			
5.			
		TOTAL=	

Witnesses:-

1.

Signature of the Developer/Promoter

2.

DRAFTED & TYPED BY ME

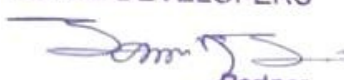
Advocate.

District Judge's Court, Chinsurah, Hooghly

& Chandernagore Sub-Divisional Court.

Registration No.

Mob-

ROYAL DEVELOPERS

 Partner