

DEED OF SALE

This Deed of Sale is made and executed on the

..... Day of, 202.....

BETWEEN

1. **MR SUKANTA DASGUPTA**, S/o Late Jagatbandhu Dasgupta, by caste Hindu, by Nationality Indian, by Occupation Service, resident of Nari Colony, Burdwan, P.O. & P.S. Bardhaman, Dist Purba Bardhaman, PIN-713101, **PAN: BHGPD8131F**

2. **MRS. SUKLA MUKHERJEE**, W/o Mr. Dhiraj Kumar Mukherjee, by caste Hindu, by Nationality Indian, by Occupation Business, resident of Rabindrapally, Burdwan, P.O. & P.S. Bardhaman, Dist Purba Bardhaman, PIN-713101, **PAN: AYXPM0644D**

Referred to hereinafter as the **OWNER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to his legal heirs, successors, legal representatives, executors, administrators and assigns) of the FIRST PART.

Represented by their registered power of Attorney Holder (vide Development Agreement & General Power of Attorney being Deed No. 1774 for the year 2023 of A.D.S.R. Burdwan)

AND

ASHA DEVELOPER, a Proprietorship Firm having its registered office at Rabindrapally, Burdwan, P.O. & P.S. Bardhaman, Dist Purba Bardhaman, PIN-713101, represented by its sole Proprietor, namely:

MRS. SUKLA MUKHERJEE, W/o Mr. Dhiraj Kumar Mukherjee, by caste Hindu, by Nationality Indian, by Occupation Business, resident of Rabindrapally, Burdwan, P.O. & P.S. Bardhaman, Dist Purba Bardhaman, PIN-713101, **PAN: AYXPM0644D**

Referred to hereinafter as the **PROMOTER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to its legal heirs, successors, legal representatives, executors, administrators and assigns) of the SECOND PART.

AND

1), S/O/ W/O, by faith, by Nationality Indian, by Occupation,

Resident of, P.O., P.S.
....., District, PIN, **PAN**
.....,

Referred to hereinafter as the **PURCHASER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to his legal heirs, successors, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

A. WHEREAS the property described in the "**A**" Schedule below was originally owned and possessed by Kalyani Dasgupta, and she got the from Government of West Bengal by virtue of registered Deed of Gift being no 475 for the year 1988. During the ownership & possession of said Kalyani Dasgupta, she transferred the 1343 Sq. Ft. of land from the schedule plot towards the Noth-Western corner of scheduled plot in favour of Mithu Bhattacharya Saha by virtue of a registered Deed of Sale dated 16.07.2003 of A.D.S.R., Burdwan, and after the said transfer rest area in the schedule plot was owned & possessed by said Kalyani Dasgupta till her life time.

B. AND WHEREAS after the demise of said Kalyani Dasgupta, the "**A**" schedule property totally devolved upon his son & daughters namely Sukanta Dasgupta, Mahuya Roy, Manisha Gupta & Manika Sen and thereafter said three daughters of Kalyani Das Gupta transferred their share in the schedule plot in favour of owner no 2 Sukla Mukherjee by virtue of two registered Deeds of Sale being no 6347 and 6348 for the year 2020. Thereafter, the name of said Sukla Mukherjee was recorded in the L.R.R.O.R. under Khatian no 43888.

AND WHEREAS said Sukanta Dasgupta inherited $\frac{1}{4}$ th Share in the "**A**" Schedule property and the name of said Sukanta Dasgupta i.e., Owner no 1 was recorded in the L.R.R.O.R. under khatian no 42355.

AND WHEREAS during the ownership and possession of said Sukla Mukherjee she transferred her share from the "**A**" Schedule property in

favour of her husband Dhiraj Mukherjee by virtue of a registered deed of gift being no 3078 for the year 2022 of A.D.S.R. Burdwan. Thereafter, during the ownership and possession of said Dhiraj Mukherjee, he transferred his share in the “A” schedule property in favour of owner no 2 Sukla Mukherjee by virtue of a registered deed of gift being no 3537 of 2022 of A.D.S.R. Burdwan. In this way the owner no 1 became the exclusive owner and possessor in respect of 2 decimal of land in the A schedule plot and owner no 2 became the exclusive owner and possessor of 4.7 decimal of land and jointly the owners own 6.7 decimal of land i.e., the “A” schedule property written herein-under.

AND WHEREAS the OWNER are previously decided to build their own residential house but all of them have separate accommodation in Burdwan town of West Bengal and because of their scarcity of fund, they are unable to build multi storied building over the “A” schedule property, but as the "A" schedule property is situated within residential area as a result there will be lucrative and prospective scope to convert the "A" schedule property into multi storied flats and sell the same to different intending purchasers.

AND WHEREAS the PROMOTER Firm is engaged in civil construction and development of immovable properties and being informed from the closed sources approached to the OWNER through its proprietor to carry on the project to build multistoried building project by providing fund from their own source.

AND WHEREAS in the joint meeting with the DEVELOPER, the OWNER expressed their affirmation to the proposal of the DEVELOPER, and the PROMOTER is agreed to take up the project and to complete the same by providing their own fund with certain condition, single as well as joint liability written herein under that the PROMOTER would start the project and complete the same of multistoried building as per the sanction plan from the competent authority and provide allotment as well as

consideration amount to the OWNER and it is further agreed that the PROMOTER would also bear their joint liabilities with the other flat owners in respect of the common portion/space left as per the sanction plan as written herein under.

WHEREAS the OWNER and PROMOTER FIRM represented by its proprietor, after due discussion over the modus operandi and the terms & conditions, have entered into a Development Agreement being no. Deed No. 1774 for the year 2023 of A.D.S.R., Burdwan and as per the terms & conditions of the said agreement the OWNER has delivered Development Power of Attorney in favour of the PROMOTER firm vide Deed No. 1774 for the year 2023 of A.D.S.R., Burdwan for development and for construction of multi-storied building consisting of several flats/units/parking spaces on the basis of sanctioned building plan issued by Burdwan Municipality and the Owner has given the authority and power to execute Agreement for Sale/Deed of Sale in favour of the intending purchasers of flat/unit/parking space comprising in the proposed building and also delivered the power to realize the cost of construction of the flat/unit/parking spaces and common parts from the intending purchaser as consideration amount directly and the cost of the proportionate share of interest in the land described in the schedule "A" mentioned hereunder and upon receipt of such payment from the intending purchasers the PROMOTER shall nominate the intending purchasers by providing the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchasers.

AND WHEREAS by virtue of aforesaid Agreement the Developer has full and absolute power of entering into negotiation of the said of the constructed flat or flats in the G+III storied building to be constructed in

the schedule land mentioned in scheduled property, including the proportionate share of land except the Owner's Allocation.

Now the Developer are doing their promotion to sale out the flats/units/parking spaces and being convinced by the promotion and being informed by the close sources the purchaser, decided to purchase, the **Flat** being no. on the **Floor** along with **one parking space** in the **Ground Floor**, more specifically mentioned in Schedule B written herein in of the multistoried residential building namely "**Asha 4**" constructed over the A Schedule property for consideration of **Rs**/- (**Rupees** **Only**), and one Agreement For Sale was executed on by the Developer & the Purchaser and as per that Agreement the Purchaser made payment of entire consideration amount in favour of the Developer which is specifically mentioned in the Memo Of Consideration written herein after. The Developer has realized all the consideration money and agreed that they have no claim further regarding the B Scheduled property and no consideration money is not remain unpaid, agreed to execute this Deed of Sale in favour of **PURCHASER**.

The **PURCHASER** have inspected and scrutinize all the official documents regarding the A Scheduled property as well as B Scheduled property, the title deeds, Holding, Tax receipts, the Site plans, NOCs from various competent government or non-government authorities etc and satisfied by understanding all the legal consequences, title of the property and common rights and obligations attached thereto free from all and every types of encumbrances, liens, charges whatsoever and thereafter proposed to the **DEVELOPER** to execute this Deed of Sale in respect of B Scheduled property and the **DEVELOPER** expressed their affirmation over the proposal as per the certain consideration amount written herein above.

NOW THIS DEED OF SALE WITNESSETH AND IT IS
HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

- 1.1. **PREMISES** shall mean the premises situated at ALL THAT piece and parcel of land under PS. Burdwan & Dist. Purba Bardhaman, Mouza Nari, J.L. No. 70, R.S. Khatian No 01, R.S. Plot No 509/1452, L.R. Khatian No. 42355 (Forty Two Thousand Three Hundred Fifty Five), 43888 (Forty Three Thousand Eight Hundred Eighty Eight), L.R. Plot no 1171 (One Thousand One Hundred Seventy One), L.O.P. no 61, area 2 Decimal and 4.7 Decimal respectively from the above mentioned two khatians, in total 6.7 Decimal, Classification Bastu, under ward no 8, of Burdwan Municipality. For the free egress & ingress to & from the schedule property there is 22 foot wide unnamed Municipal Road towards the eastern side of the schedule property under Burdwan Municipality over which G+III storied residential building namely "**Asha 4**" have constructed.
3. **OWNER** shall mean 1. **MR SUKANTA DASGUPTA**, S/o Late Jagatbandhu Dasgupta, by caste Hindu, by Nationality Indian, by Occupation Service, resident of Nari Colony, Burdwan, P.O. & P.S. Bardhaman, Dist Purba Bardhaman, PIN-713101, **PAN: BHGPD8131F**, 2. **MRS. SUKLA MUKHERJEE**, W/o Mr. Dhiraj Kumar Mukherjee, by caste Hindu, by Nationality Indian, by Occupation Business, resident of Rabindrapally, Burdwan, P.O. & P.S. Bardhaman, Dist Purba Bardhaman, PIN-713101, **PAN: AYXPM0644D** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to his legal heirs, successors, legal representatives, executors, administrators and assigns) of the FIRST PART, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives, assigns, nominee or nominees).

DEVELOPER shall mean **ASHA DEVELOPER**, a Proprietorship Firm having its registered office at Rabindrapally, Burdwan, P.O. & P.S. Bardhaman, Dist Purba Bardhaman, PIN-713101, represented by its sole Proprietor, namely:

MRS. SUKLA MUKHERJEE, W/o Mr. Dhiraj Kumar Mukherjee, by caste Hindu, by Nationality Indian, by Occupation Business, resident of Rabindrapally, Burdwan, P.O. & P.S. Bardhaman, Dist Purba Bardhaman, PIN-713101, **PAN: AYXPM0644D** (Which term and expression shall unless excluded by or repugnant to the subject or context be deemed to his legal heirs, successors, legal representatives, executors, administrators and assigns).

1.4. PURCHASER shall mean, W/O, by caste Hindu, by Nationality Indian, by Occupation, Resident of, P.O., P.S., District, PIN **PAN**, (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to his legal heirs, successors, legal representatives, executors, administrators and assigns).

1.4 BUILDING shall mean G+III storied residential building constructed over the "A" Schedule property namely "**Asha 4**" with such necessary additional structures in accordance with the plan/plans sanctioned by Burdwan Municipality for construction of G+III storied residential building consisting of several Flat/Unit/covered car parking space over the "A" Schedule property.

1.5 COMMON FACILITIES/PORTIONS shall include common spaces, common areas, paths, ways, passages, roof, foundations, columns, beams, supports, wall, stairs, stair cases, lift, drive ways, water tank, meter-space, septic tank, boundary walls, lobbies, corridors, and such other spaces and other facilities which may be mutually agreed upon between the parties and required for the establishment,

location, enjoyment, maintenance and/or management of the Building

1.6 COMMON EXTRA COVER AREA shall mean the area which is used by the flat owners for their common better enjoyment such as two wheeler space, Guard Rest place with proportionate share of land. The common cover area of the G+III storied residential building in the name & style of **Asha 4**.

1.7 ARCHITECT shall mean technically experienced qualified persons or the firm/s appointed by the Developer Firm as architect of the said G+III storied residential building constructed over the A Schedule property.

1.8 BUILDING PLAN shall mean the plan/drawings of the G+III storied residential building over the A Schedule property prepared by the architect and submitted (subject to the approval of the Owners) to Burdwan Municipality for the construction of G+III storied residential building with such variation or modification and/or alteration as mutually agreed upon between the parties and duly sanctioned by the Burdwan Municipality.

1.9 SAID FLAT: shall mean the Flat being no of **Side** on the**Floor** of the G+III storied residential building in the name & style of **Asha 4**, a little more or less (.....) **Square Feet built up area** and a little more or less (.....) **Square Feet super built up** area with marble flooring together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto more fully described in **Schedule B** written herein under.

1.10 SALEABLE SPACE: shall mean the space in the building available for independent use and occupation after making due provisions for common facilities.

- 1.11 TRANSFEROR** shall mean the person/s, firm, limited company or an Association, who transfers their respective share to the person/s, firm, limited company or an Association together with undivided, and impartible proportionate share of land and right to use in common space in the building.
- 1.12 TRANSFEREE** shall mean the person/s, Firm, Limited Company or an Association to whom any space or Flat/Units/covered parking space together with undivided, and impartible proportionate share of land and right to use in common space in the building has been transferred or is proposed to be transferred.
- 1.13 FLAT COVERED AREA:** shall mean the plinth area of the said unit/flat/parking space including the bathrooms and balconies and also thickness of the walls and pillars which includes proportionate share of the plinth area of the common portions provided that if any wall be common between the two flat/unit/parking spaces then one-half of the area under such wall shall be included in each Unit/Flat. The Flat area a little more or less **Square Feet** of the G+III storied residential building namely "**Asha 4**".
- 1.15 ROOF / TERRACE:** shall mean the ultimate roof over and above the Fourth Floor of the said building and it should be treated as one of the common areas and facilities subject to the limited purpose. Be it mentioned here that (if the local authority permits any further floor over the existing building then the roof will be treated as Top of the building).
- 1.16 HOLDING ORGANISATION:** shall mean any association or Society formed by the owners of several flats/units for the common purposes in accordance with Law and also with the help & co-operation of the owners.
- 1.17 UNDIVIDED SHARE:** shall mean the undivided proportionate share in the land & building attributable to the each flat/unit/covered parking space comprised in the said A schedule property and the common

portions held by and/or agreed to be sold to the respective purchasers and also wherever the context permits.

1.18 COMMON EXPENSES shall include all expenses incurred by the Co-Owners for the maintenance, management and upkeep of the building over the A Schedule property for common purposes.

1.19 COMMON PURPOSES: shall mean the purpose of managing & maintaining the building over the A schedule property and in particular the common portions, collection and disbursement of common expenses for common portions and dealing with the matter of common interest of the co-owners relating to their mutual rights & obligations for the most beneficial use & enjoyment of their respective units exclusively and the portions in common.

1.20 SINGULAR shall mean plural and vice versa, masculine shall include feminine and vice versa.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. That the Owner agree to sale or transfer the Flat being no of **Side** on the **Floor** of the G+III storied residential building in the name & style as **Asha 4** together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities to the Purchaser and Purchaser agree to purchase the said **Flat** for a consideration amount of **Rs...../- (Rupees Only).**
2. That the OWNER is in urgent need of money to get better property in a different area and the B Schedule property is urgently required by the PURCHASER for their own use the and the OWNER after realization of the entire consideration money hereby grant, sale, convey, transfer, assign and assure the B Schedule property in favour of the PURCHASER with all the things permanently attached thereto or standing thereon and all the liberties, privileges, easements and advantages appurtenant thereon and all the estates, right, title,

interest, use, inheritance, possession, benefits, claims and demand whatsoever TOGETHER WITH the right use the common area, portions, facilities, amenities and installations in the said building more fully described in **Schedule C** written herein under, TOGETHER WITH all easements or quasi-easements or other stipulations more fully described in the **Schedule D** written herein under subject to the terms, conditions, covenants and stipulations more fully described in the **Schedule E** written herein under and FURTHER subject to the several restrictions more fully described in the **Schedule F** written herein under AND ALSO subject to the Purchaser will be regularly and punctually paying the proportionate costs of maintenance and other expenses as mentioned in the **Schedule G** written here in under, and OWNER hereby is in a free mind giving their full consent to the said proposal of Sale subject to discharge of the sole and joint liabilities with the other Flat/Unit/Flat Owners by the PURCHASER written herein under.

3. That the OWNER now have in themselves, absolute right, full power, and absolute authority to sell/transfer the B Scheduled property as in the manner aforesaid.
4. That a sketch map, which is annexed with this Deed of sale has been prepared showing location, position and area of the B Scheduled **Flat** being no of **Side** on the **Floor** of the G+III storied residential building in the name & style of **ASHA 4**, and the same will be treated as part and parcel of this Deed of Sale.
5. That the PURCHASER may at all times herein after peacefully and quietly enter upon, hold, occupy, take possession of the B Scheduled property and enjoy the said scheduled property with the undivided proportionate share in the said land as they deem fit and enjoy, encash the usufructs from the said property without any interruption, claim or demand whatsoever from or by the OWNER or their heirs,

executors, administrators and assigns or any person or persons lawfully claiming or to claim by from under or in trust for the OWNER.

6. That the original documents regarding the B Scheduled property i.e., the title deed and the other documents relating to the B schedule flat are in custody of the Owner and they are duty bound to supply the original of those documents in favour of the Purchaser time to time after the registration of this Deed of Sale.
7. That the **OWNER & DEVELOPER** and all persons having or lawfully claiming any estate or interest whatsoever to the said B Scheduled property and premises or any part thereof from under or in trust for the OWNER or their heirs, executors, administrators and assigns or any of them shall and will from time to time and at all times hereafter to the PURCHASER and in that case the OWNER indemnifies the PURCHASER to do and execute or cause to be done and execute all such further and other acts, deeds, things, conveyances and assurances in law or return the entire consideration amount with banking interest and in addition the amount paid in favour of the Government for Stamp Duty & registration fees in favour of the Purchaser whatsoever for better and more perfectly assuring the B Scheduled property and every part thereof unto and to the use of the PURCHASER in the manner aforesaid as by the PURCHASER or their heirs, executors, administrators and assigns or counsel in law.
8. That the OWNER transfers their ownership by way of Sale in favour of PURCHASER in respect of the B Schedule property together with interrupted absolute right to free ingress and egress from/to the building namely **ASHA 4** as well as B Scheduled flat and use all common portions, facilities and amenities as provided or to be provided in the said complex.
9. That the PURCHASER hereby after getting possession in the said B Scheduled flat have to mutate their names in their own cost by

applying before all the competent Government/Semi-Government/Private authorities in force and for those applications for mutation the OWNER hereby given their full and absolute consent and if necessary shall be ready to provide his written N.O.C.s.

- 10.** That the PURCHASER hereby have to pay proportionate share of all the impositions charges and fees, taxes existing or if any to be levied hereafter and all outgoing maintenance and service charges and all other expenses incidental to the said building and said property including the costs, expenses in respect of common maintenance charges and bear common expenses for development or betterment of the said building as written herein under and these be started from the date execution of the this Deed of Sale.
- 11.** That the PURCHASER are intending to get the B Schedule property for their personal use and hereby is not entitled to convert the said flat or any part thereof in such a way which is detrimental to the interest of other Flat/Flat owners of that building or may not convert or construct any of the part thereof without the prior written consent of the competent authority and the other Flat/Flat Owner of the building. But they can lease out the said Flat and collect the interest or rent thereof and they are entitled to mortgage from any bank or financial institution for the purpose of obtaining loan or similar other matters. Further the PURCHASER is duty bound to keep the said complex habitable for the other flat/flat Owners.
- 12.** That the proportionate undivided interest of said complex in the common area and facilities as laid down in this deed of sale shall not be transferable except along with the said flat of B Schedule hereby sold to the PURCHASER and shall be deemed to be conveyed or encumbered with the said flat even though the same is not expressly mentioned.

13. That the B Scheduled Flat shall not be allowed to be so used as to cause any inconvenience to the other flat/flat Owners and to the occupiers of the adjoining or neighboring premises nor to allow them to be used for any unhygienic, unlawful or immoral purpose or subversive to the Government, established by law in India.
14. That the PURCHASER agree to be a member of the Association of the flat owners for the administration and maintenance of the common areas and facilities at the said building and further agree to sign and execute all papers, documents and applications, by-laws, rules and regulations.
15. That the PURCHASER or their, executors, administrators, representative and assigns will be abide the rules, regulations and by-laws of the Society formed by the flat/Flat/Unit Owners.
16. That this Deed of Sale and the terms and conditions agreed hereof by both the parties will be binding upon both the parties with their successors, legal heirs, executors, and administrators whatsoever.

THE "A" SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land under PS. Burdwan & Dist. Purba Bardhaman, Mouza Nari, J.L. No. 70, R.S. Khatian No 01, R.S. Plot No 509/1452, L.R. Khatian No. 42355 (Forty Two Thousand Three Hundred Fifty Five), 43888 (Forty Three Thousand Eight Hundred Eighty Eight), L.R. Plot no 1171 (One Thousand One Hundred Seventy One), L.O.P. no 61, area 2 Decimal and 4.7 Decimal respectively from the above mentioned two khatians, in total 6.7 Decimal, Classification Bastu, under ward no 8, of Burdwan Municipality. For the free egress & ingress to & from the schedule property there is 22 foot wide unnamed Municipal Road towards the eastern side of the schedule property.

Butted & bounded by:

ON THE NORTH : House of Mithu Bhattacharya Saha.

ON THE SOUTH: House of Papiya Das.

ON THE EAST: 22 foot wide Municipal Road.

ON THE WEST: House of Mithu Bhattacharya and Sushil Saha.

THE "B" SCHEDULE ABOVE REFERRED TO
(Description of the said Flat)

All that piece and parcel of a self-contained **Unit/Flat** constructed over A Schedule property independent, specifically demarcated **Flat** being no of **Side** on the **Floor** of the G+III storied residential building in the name & style as "**Asha 4**" measuring **Built up Area** **Sq.ft** (.....) and **Super Built up Area** **Sq.ft** (.....), consisting of Bed-Rooms, Kitchen cum Dining space, Two toilets, veranda and conceal wiring with marble flooring and one Parking space on the Ground Floor of "**Asha 4**" measuring **Super Built up Area** **Sq.ft** with cemented flooring together with all the fittings, fixtures & right of easement attached thereto and with undivided proportionate impartible share over the said complex in relation to the area of the complex, together with the right of enjoyment of the common areas, facilities and amenities annexed thereto. Be it further mentioned here that One Sheet of Sketch map, annexed herewith has been prepared by delineating in Red border, the location, position, area of B Scheduled Flat and the same will be treated as part and parcel of this Deed of Sale.

THE "C" SCHEDULE ABOVE REFERRED TO
(Common Areas/ Portions)

1. Entrance and exits to the said premises and the said building.
2. Boundary walls and main gate of the said premises.
3. Roof Top of the said building,
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any flat/unit and/or exclusively for its use),

5. Space underneath the stairs of the ground floor where meters are installed, electrical wiring and other fittings, (excluding only those as are installed within the exclusive area of any flat and/or exclusively for its use.
6. Stair, Staircase and staircase landings, lift, lobbies on all the floors, entrance lobby.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are exclusively within and for the use of any unit) in the said Building.
8. Such other common parts, areas, equipment, installations, fittings, fixtures and space in or about the said premises and the said building as are necessary for passage and user of the flats/units in common by the co-owners.
9. The said Building as are necessary for passage and user of the flats/units in common by the co-owners.

THE "D" SCHEDULE ABOVE REFERRED TO
(Easement)

The PURCHASERS shall have the following rights, easements, quasi-easements, privileges and /or appurtenances:

- a) The right of common passage, user and movement in all the common portions.
- b) The right of passage of utilities, including connection for telephones, televisions pipes, cables, etc. through each and every part of the said Building including the said unit.
- c) Right of support, shelter and protection of each portion of the said Building by other and/or others thereof.
- d) The absolute unfettered and unencumbered right over the common portions.

e) Such rights, supports, easements and appurtenances as are usually held, used occupied or enjoyed as part or parcel of the said flat and the undivided share.

f) The right, with or without workmen and necessary materials, to enter upon the said building including the said Flat or any other units for the purpose of repairing any of the common areas or any appurtenances to any unit and/or anything comprised in any Flat is so far as the same cannot be carried out without such entry and in all such cases, in emergency, upon giving as 48 (Forty Eight) hours previous notice in writing to the co-owners.

THE "E" SCHEDULE ABOVE REFERRED TO

(Comments, rules and regulations)

1. TITLE AND CONSTRUCTION:

SUBJECT TO the provisions contained in these presents AND SUBJECT TO the provisions of law for the time being in force, the PURCHASERS shall be entitled to the exclusive ownership, possession and enjoyment of the said Flat and the same shall be heritable and transferable as other immovable properties.

2. MUTATION. TAXES AND IMPOSITIONS:

2.1. The PURCHASERS shall after the transfer being completed in terms hereof, apply for and have the said unit separately assessed and mutated for the purpose of assessment of rates and taxes. Until such time as the said unit shall not be separately assessed and/or mutated in respect of any tax or imposition, the PURCHASERS shall bear and pay the proportionate share of the rates and taxes.

2.2. Upon the mutation of the said unit in the name of the PURCHASERS for the purpose of assessment of liability of any tax or imposition, the PURCHASERS shall pay wholly such tax or imposition, in respect of the said Flat proportionately in respect of the common portions if any.

3. MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS

- 3.1. Upon the PURCHASERS fulfilling her/his/their obligations and covenants hereunder, the Association shall manage, maintain the common portions and do all acts, deeds and things as may be necessary or expedient for the common purposes and the PURCHASERS shall co-operate with the OWNERS and/or the DEVELOPER FIRM in that respect.
- 3.2. The PURCHASERS shall not, in any manner, interfere or objection whatsoever in or with the functions of the OWNERS and/or the DEVELOPER FIRM and/or the Association relating to the common purpose.
- 3.3. The DEVELOPER FIRM upon the formation of the Association shall frame such rules, regulations and bye-laws as the Association may consider reasonable but no inconsistent with the provision herein and the PURCHASERS shall abide by the same.
4. ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT_FEES ETC:

The PURCHASERS shall, at her/his/their own costs, wholly in case it relates to the said flat/unit or any part thereof and proportionately in case it relates to all the units in the said building and/or the common portions, make all alterations and/or additions as be required to be made by any statutory bodies and shall similarly pay all betterment fees and other levies and all other fees and/or penalties required to be paid in respect thereof but only such as may accrue for the period after date of delivery.

THE "F" SCHEDULE ABOVE REFERRED TO

(User of the said unit and the common portions)

After getting possession in the B scheduled Flat, the PURCHASERS shall, at her/his/their own costs, keep the said unit and every part thereof and all the fixtures and fittings therein or exclusive thereto properly

painted and in good repairs and in a neat & clean conditions and as a decent and respectable place.

- a) Use the said unit and all common portions carefully peacefully and quietly and only for the purpose for which it is meant.
- b) Use all paths, passages and staircases (save those reserved hereunder by the OWNERS and/or DEVELOPER FIRM or the Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever.

THE PURCHASERS SHALL NOT DO THE FOLLOW

- a) Obstruct the OWNERS, the DEVELOPER FIRM and/or the association in their acts, relating to the common purposes.
- b) Violate any of the rules and/or regulations laid down for the common purposes and for the user of the common portions.
- c) Injure, harm or damage the common portions or any other Flats/Units/Car Parking Space in the said building by making any alterations or withdrawing any support or otherwise.
- d) Alter any portion, elevation scheme of the said building.
- e) Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions SAVE at the places indicated therefore.
- f) Place or cause to be placed any article or object in the common portions.
- g) Carry on or cause to be carried on any obnoxious or injurious activity in or through the said flat or the common portions.
- h) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other flats/ units in the said building and/or the adjoining building or building.
- i) Keep or store any offensive, illegal, combustible, obnoxious, hazardous or dangerous articles in the said unit.

- j) Keep any heavy articles or things, which are likely to damage the floors or operate any machine SAVE usual home appliances.

THE "G" SCHEDULE ABOVE REFERRED TO
(Common expenses)

The PURCHASERS shall regularly and punctually pay to the OWNERS and/or the DEVELOPER FIRM and upon its formation to the Association proportionate share of the common expenses as more fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external wall of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.
- c) All charges & deposits for-supplies of common utilities to the co-owners;
- d) Municipal Tax, Water Tax and other levies in respect of said premises and the said Building save those separately assessed on the PURCHASERS;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owners in common.

THE "MEMO OF CONSIDERATION" ABOVE REFERRED TO

AGREED CONSIDERATION

For the Undivided share and for construction and completion of the said **Flat** being no on the **Floor** with **one parking space** in the **Ground Floor** of the multistoried residential building namely "**Asha 4**" for a consideration amount of **Rs**/- (**Rupees** **Only**).

PART-II

PAYMENT SCHEDULE

The Agreed consideration amount mentioned in PART-I above is paid in favour of the Developer herein in following manner.

- A)** On the date of booking of the B Schedule property as well as on the date of execution of this Agreement For Sale, the Purchaser paid **Rs**/- (**Rupees** **Only**).
- B)** Immediate before the commencement of roof casting of the ground floor, the Purchaser have paid **Rs**/- (**Rupees** **Only**).
- C)** Immediate before the commencement of the roof casting of the 2nd floor, the Purchaser paid **Rs**/- (**Rupees** **Only**).
- D)** Immediate before the commencement of the roof casting of the 4th floor, the Purchaser paid **Rs**/- (**Rupees** **Only**).
- E)** Immediate before the commencement of the inside finishing, flooring and inside & outside plaster with electrical & sanitation fittings of the building, the Purchaser **Rs**/- (**Rupees** **Only**).
- F)** On the date of delivery of possession or registration of Sale Deed in respect of B Schedule property, the Purchaser paid **Rs**/- (**Rupees** **Only**).

It is pertinent to mention here that the set forth & Government assessed valuation of the B Scheduled property is Rs/- (..... only), so, the stamp duty and registration fees is paid as per the Government assessed valuation.

IN WITNESS WHEREOF both the parties do hereby set and subscribe their
respective fingerprints, signed sealed and delivered on this

Day of, 202.....

WITNESSES :

1.

2.

Drafted by me as per the documents supplied by both the parties before me & computerized typed by me in my office

Advocate
Dist. Judge's Court, Purba Bardhaman
Enrolment No.

1.

2.

Signature of the

Signature of the PURCHASER