

DEED OF SALE

THIS DEED OF SALE is made on this day of, 2023 BY AND BETWEEN:-

[1].**RAJIYA BEGUM [PAN No. FDXPB3530H]** wife of late Sk. SadaruddinMondal alias Sadaruddin, by faith Muslim, by nationality Indian, by occupation Housewife, residing at SaluaMuslimpara, P.O-RajarhatGopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136, [2]. **ANOYARA BIBI [PAN No. FIQPB4040C]** wife of late Sk. SadaruddinMondal alias Sadaruddin, by faith Muslim, by nationality Indian, by occupation Housewife, residing at SaluaMuslimpara, P.O-RajarhatGopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136,[3].**SK. SABIR MOHAMMAD [PAN No. DIAPM4694H]** son of late Sk. SadaruddinMondal alias Sadaruddin, by faith Muslim, by nationality Indian, by occupation Business, residing at SaluaMuslimpara, P.O-RajarhatGopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136, [4]. **SK. SADIK MOHAMMAD[PAN No. ARGPM8802R]** son of late Sk. SadaruddinMondal alias Sadaruddin, by faith Muslim, by nationality Indian, by occupation Business, residing at SaluaMuslimpara, P.O-RajarhatGopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136, [5]. **SAYED MOHAMMAD[PAN No. EFLPM7647H]** son of late Sk. SadaruddinMondal alias Sadaruddin, by faith Muslim, by nationality Indian, by occupation Business, residing at SaluaMuslimpara, P.O-RajarhatGopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136, [6]. **RABIYA BIBI [PAN No. FCYPB3218Q]** wife of FajlurRahaman, by faith Muslim, by nationality Indian, by occupation Housewife, residing at Village-Chapna, Patharghata, P.S- New Town, Dist-North 24 Parganas, Kolkata-700135, [7]. **MST. ROKEYA KHATUN [PAN No. KDPPK7195J]** wife of Firoj Kamal, by faith Muslim, by nationality Indian, by occupation Housewife, residing at Hyderpur, Piyaji More, P.O & P.S-English Bazar, Dist-Malda , Pin Code- 732101, [8].**KULSUM BIBI [PAN No. FLDPB4605R]** wife of Amirul Islam Sekh, by faith Muslim, by nationality Indian, by occupation Housewife, residing at Village- Majampur, Khalisadi, P.O-Harua, Dist-North 24 Parganas, [9]. **AZMIRA KHATUN [PAN No. JHNPk7967P]** wife of Imran Piyada, by faith Muslim, by nationality Indian, by occupation Housewife, residing at SaluaMuslimpara, P.O-RajarhatGopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136, [10]. **TAHERA BIBI [PAN No. FJZPB1792K]** wife of MdSabir Hossain, by faith Muslim, by nationality Indian, by occupation Housewife, residing at Village- Machibhanga, Purbapara, Tona, P.S-Kashipur, Dist-South 24 Parganas, Kolkata-700135, [11]. **SAHERA KHATUN [PAN No. KDMPK2100J]** wife of Kamal Uddin Middy, by faith Muslim, by nationality Indian, by occupation House wife, residing at Village-LauhatiMiddy Para, P.S-Rajarhat, Dist-North 24 Parganas, [12]. **BILKIS BIBI [PAN No. LEEPk4077E]** wife of KutubuddinGazi and daughter of late Sk. SadaruddinMondal, by faith Muslim, by nationality Indian, by occupation Housewife, residing at SaluaMuslimpara, P.O-RajarhatGopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136, hereinafter jointly referred to as the **LANDOWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives, assigns and/or nominees) of the **ONE PART**.

The **LANDOWNERS** herein are represented by their constituted attorney namely **THE BENGAL WINGS [PAN No. AARFT9845M]**, a partnership firm having its principal place of business at 163 UstadEnayat Khan Avenue, P.O. Circus Avenue, P.S-Beniapukur, Kolkata-700017 and site office at SaluaGopalpur, P.O-RajarhatGopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136, represented by its authorized Partner **[1]. MOHAMMED YAKUB ALIAS MD. YAKUB [PAN No-AATPY9510C]** son of Mohammed Yasin alias Md. Yasin, by faith Muslim, by nationality Indian, by occupation Business, residing at 40B, Beck Bagan Row, P.O - Circus Avenue, P.S-Karaya, Kolkata-700 017,**[3].MOHAMMAD SHAHWAR ALAM [PAN No-AGJPA7437J]** son of Md. Aslam, by faith Muslim, by nationality Indian, by occupation Business, residing at 8B, Tarak Dutta Road, Ballygunge, Kolkata-700019, **[3].SHARFARAJ ALI MONDAL [PAN No-ARIPM5439Q]** son of Momraj Ali Mondal, by faith Muslim, by nationality Indian, by occupation Business, residing at Village-Patuli, P.O-Abdalpur, P.S-Madhyamgram, Dist-North 24 Parganas, Kolkata-700 155, appointed by a registered deed of Development Power of Attorney registered at the office of the A.D.S.R, Bidhannagar, Salt Lake City, recorded therein in Book No-1, Volume No. 1504-2021, pages from 160059 to 160122, being deed no. 150403511 for the year 2021.

AND

THE BENGAL WINGS [PAN No. AARFT9845M], a partnership firm having its principal place of business at 163 UstadEnayat Khan Avenue, P.O. Circus Avenue, P.S-Beniapukur, Kolkata-700017 and site office at SaluaGopalpur, P.O-RajarhatGopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136, represented by its authorized Partner **[1]. MOHAMMED YAKUB ALIAS MD. YAKUB [PAN No-AATPY9510C]** son of Mohammed Yasin alias Md. Yasin, by faith Muslim, by nationality Indian, by occupation Business, residing at 40B, Beck Bagan Row, P.O - Circus Avenue, P.S-Karaya, Kolkata- 700 017,**[3].MOHAMMAD SHAHWAR ALAM [PAN No-AGJPA7437J]** son of Md. Aslam, by faith Muslim, by nationality Indian, by occupation Business, residing at 8B, Tarak Dutta Road, Ballygunge, Kolkata-700019, **[3].SHARFARAJ ALI MONDAL [PAN No-ARIPM5439Q]** son of Momraj Ali Mondal, by faith Muslim, by nationality Indian, by occupation Business, residing at Village-Patuli, P.O-Abdalpur, P.S-Madhyamgram, Dist-North 24 Parganas, Kolkata-700 155, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, legal representatives, assigns and/or nominees) of the **OTHER PART**.

AND

....., hereinafter called to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his

heirs, executors, administrator, representatives and assigns) of the **ANOTHER PART.**

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

1]. DESCRIPTION OF THE BUILDING COMPLEX CALLED AS “BENGAL AASHIYANA”:- It is a multi-storied building for residential and commercial purpose at **Holding No-.....**, Ward No-04 of the Bidhannagar Municipal Corporation previously RajarhatGopalpur Municipality, Dist-North 24 Parganas lying and situate on the plot of land admeasuring an area of **12 Cottas- 13 Chittaks- 26 Sq.ft physically measuring about 11 Cottahs- 07 Chittacks- 04 Sq. Ft.** out of which **00 Cottas- 11 Chittaks- 29 Sq.ft** land comprised in the **R.S/L.R Dag No-286** and **12 Cottas- 01 Chittaks- 42 Sq.ft** land comprised in the **R.S/L.R Dag No-287** under the L.R Khatian No-2160, 2167, 2161, 2162, 2168, 2163, 2164, 2165, 2166, 2169, 2170 and 2171 corresponding to L.R Khatian No. 330 at Mouza-Salua, J.L No-03, P.S-Airport, within the Ward No-04 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700136.

1.1]-CONSTRUCTION OF THE BUILDING CALLED AS “BENGAL AASHIYANA” BY THE SINGLE DEVELOPER:- **THE BENGAL WINGS [PAN No. AARFT9845M]**, a partnership firm having its principal place of business at 163 UstadEnayat Khan Avenue, P.O. Circus Avenue, P.S-Beniapukur, Kolkata-700017 and site office at SaluaGopalpur, P.O-RajarhatGopalpur, P.S-Airport, Dist-North 24 Parganas, Kolkata-700136, represented by its authorized Partner **[1]. MOHAMMED YAKUB ALIAS MD. YAKUB [PAN No-AATPY9510C]** son of Mohammed Yasin alias Md. Yasin, by faith Muslim, by nationality Indian, by occupation Business, residing at 40B, Beck Bagan Row, P.O - Circus Avenue, P.S-Karaya, Kolkata- 700 017,**[3].MOHAMMAD SHAHWAR ALAM [PAN No-AGJPA7437J]** son of Md. Aslam, by faith Muslim, by nationality Indian, by occupation Business, residing at 8B, Tarak Dutta Road, Ballygunge, Kolkata-700019, **[3].SHARFARAJ ALI MONDAL [PAN No-ARIPM5439Q]** son of Momraj Ali Mondal, by faith Muslim, by nationality Indian, by occupation Business, residing at Village-Patuli, P.O-Abdalpur, P.S-Madhyamgram, Dist-North 24 Parganas, Kolkata-700 155, is the single developer of this building called as **“BENGAL AASHIYANA”**.

2]. SUBJECT MATTER OF SALE:

2.1]. SAID PROPERTY:-ALL THAT a complete and habitable Tiles Floor residential Unit **being Flat No-.....**, comprising Bed Rooms, Dining cum Kitchen, Toilets and Balcony measuring an area of **Square Feet Saleable area**(Covered Area is) be the same or a little bit more or less on the

Floor of the Building called “**BENGAL AASHIYANA**” lying and situate over a plot of land **measuring about 12 Cottas- 13 Chittaks- 26 Sq.ft physically measuring about 11 Cottahs- 07 Chittacks- 04 Sq. Ft.** out of which **00 Cottas- 11 Chittaks- 29 Sq.ft** land comprised in the **R.S/L.R Dag No-286** and **12 Cottas- 01 Chittaks- 42 Sq.ft** land comprised in the **R.S/L.R Dag No-287** under the L.R Khatian No-2160, 2167, 2161, 2162, 2168, 2163, 2164, 2165, 2166, 2169, 2170 and 2171 corresponding to L.R Khatian No. 330 at Mouza-Salua, J.L No-03, P.S-Airport, within the Ward No-04 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700136 **AND** together with all common & undivided right, enjoyment and easement right for egress and ingress of all common spaces, amenities, and facilities in the said building (said property).

3]. BACKGROUNDS, REPRESENTATIONS, WARRANTIES AND COVENANTS IN RESPECT OF THE BUILDING MARKED AND CLASSIFIED AS “BENGAL AASHIYANA”:-

3.1]. REPRESENTATION AND WARRANTIES REGARDING TITLE:- The **DEVELOPER** has made the following representations and given the following warranties to the **PURCHASER** regarding title.

3.1.a]-ABSOLUTE OWNERSHIP OF ONE SK. SADARUDDIN MONDAL ALIAS SADARUDDIN MONDAL:- By a registered deed of sale registered at the office of the S.R Cossipur Dum Dum, copied therein in the Book No-1, Volume No-69 pages from 84 to 87 being the Deed No-3736 for the year 1975 said Sk. SadaruddinMondal alias SadaruddinMondal had purchased ALL THAT the aforesaid piece and parcel of a plot of land measuring about **12 Cottas- 13 Chittaks- 26 Sq.ft** out of which **00 Cottas- 11 Chittaks- 29 Sq.ft**Danga land comprised in the **R.S/L.R Dag No-286** in the R.S Khatian No-112 and **12 Cottas- 01 Chittaks- 42 Sq.ft**Bagan land comprised in the **R.S/L.R Dag No-287** in the R.S Khatian No-26 at Mouza-Salua, J.L No-03, P.S-Airport, within the Ward No-04 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700136 **AND TOGETHER WITH** its’ all easement rights from JuiBhowmick wife o ChittaranjanBhowmick absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**

3.1.b]- MUTATION : That subsequently said SkSadaruddinMondal alias SadaruddinMondal had mutated his name in the L.R Khatian No-330 in respect of his aforesaid plot of land and has been possessing the same till his death absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**

3.1.c]- DEMISE OF SK SADARUDDIN MONDAL ALIAS SADARUDDIN MONDAL :- That while possessing the aforesaid plot of land said Sk. SadaruddinMondal alias SadaruddinMondal has died

intestate on **19.07.2020** leaving behind him his **two wives** namely Rajiya Begum herein the **Landowner No. 1** and AnoyaraBibi herein the **Landowner No. 2**, three sons namely Sk. Sabir Mohammad herein the **Landowner No. 3**, Sk. Sadik Mohammad herein the **Landowner No. 4** and SayedMohhamad herein the **Landowner No. 5** and seven daughters namely RabiyaBibi herein the **Landowner No. 6**, Mst. RokeyaKhatun herein the **Landowner No. 7**, KulsumBibi herein the **Landowner No. 8**, AzmiraKhatun herein the **Landowner No. 9**, TaheraBibi herein the **Landowner No. 10**, SaheraKhatun herein the **Landowner No. 11** and BilkisBibi herein the **Landowner No. 12** as his only surviving legal heirs and successors who have inherited the aforesaid landed property left by deceased SkSadaruddinMondal alias SadaruddinMondal as per the Mohammedan Law of Inheritance and Succession , **AND**

3.1.d]- MUTATION:- That while possessing their share over the aforesaid landed property said **LANDOWNERS** namely **Rajiya Begum, AnoyaraBibi, Sk. Sabir Mohammad, Sk. Sadik Mohammad, SayedMohhamad, RabiyaBibi, Mst. RokeyaKhatun, KulsumBibi, AzmiraKhatun, TaheraBibi, SaheraKhatun and BilkisBibi** have mutated their names under the L.R Khatian No. 2160, 2167, 2161, 2162, 2168, 2163, 2164, 2165, 2166, 2169, 2170 and 2171 respectively in respect of their shares over the aforesaid landed property at the office of the B.L & L.R.O Rajarhat, North 24 Parganas.

3.1.e]- CONVERSION:- That the **Landowners** herein have duly converted their aforesaid entire land measuring about **12 Cottas- 13 Chittaks- 26 Sq.ft physically measuring about 11 Cottahs- 07 Chittacks- 04 Sq. Ft.** comprised in the R.S/L.R Dag No-286 & 287 to Bastu and have been possessing the same jointly free from all encumbrances, charges, liens, lispendens, claims and/or demands whatsoever. **AND**

3.1.f]- ABSOLUTE JOINT OWNERSHIP OF SAIDRAJIYA BEGUM, ANOYARA BIBI, SK. SABIR MOHAMMAD, SK. SADIK MOHAMMAD, SAYED MOHAMMAD, RABIYA BIBI, MST. ROKEYA KHATUN, KULSUM BIBI, AZMIRA KHATUN, TAHERA BIBI, SAHERA KHATUN AND BILKIS BIBI HEREIN THE **LANDOWNERS** -: That said **Rajiya Begum, AnoyaraBibi, Sk. Sabir Mohammad, Sk. Sadik Mohammad, SayedMohhamad, RabiyaBibi, Mst. RokeyaKhatun, KulsumBibi, AzmiraKhatun, TaheraBibi, SaheraKhatun and BilkisBibi** herein the **LANDOWNERS** have jointly as per their respective shares owned, seized and possessed as per their respective shares **ALL THAT** a piece and parcel of a plot of Bastu land measuring about **12 Cottas- 13 Chittaks- 26 Sq.ft physically measuring about 11 Cottahs- 07 Chittacks- 04 Sq. Ft.** out of which **00 Cottas- 11 Chittaks- 29 Sq.ft** land comprised in the R.S/L.R Dag No-286 and **12 Cottas- 01 Chittaks- 42 Sq.ft**

land comprised in the **R.S/L.R Dag No-287** under the L.R Khatian No-2160, 2167, 2161, 2162, 2168, 2163, 2164, 2165, 2166, 2169, 2170 and 2171 corresponding to L.R Khatian No. 330 at Mouza-Salua, J.L No-03, P.S-Airport, within the Ward No-04 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700136 **AND TOGETHER WITH** its' all easement rights more fully described in the **FIRST SHCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the said **ENTIRE PREMISES or SAID PREMISES**, absolutely and forever free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever.

3.1.g]-REGISTERED DEVELOPMENT AGREEMENT AND DEVELOPMENT POWER OF ATTORNEY WITH THE DEVELOPER HEREIN:- That the **Land Owners** with a view to develop their "Said Property" by constructing multi-storied building have approached the **DEVELOPER** herein and the **DEVELOPER** herein accepted the said offer of the **Land Owners** and accordingly the **Land Owners and the DEVELOPER** have entered into a contract of development with the execution and registration of the development agreement 29.10.2021 registered at the office of A.D.S.R, Bidhannagar, Salt Lake City, recorded therein in Book No. I, Volume No. 1504-2021, pages from 159531 to 159633, being No. 150403496 for the year 2021 followed by a registered Development Power of Attorney registered at the office of the A.D.S.R, Bidhannagar, Salt Lake City, recorded therein in Book No-1, Volume No. 1504-2021, pages from 160059 to 160122, being deed no. 150403511 for the year 2021, **AND**

3.1.h]-SANCTION PLAN:- That subsequently the **DEVELOPER** herein has obtained a Building Sanction plan in the name of the **LANDOWNERS** herein vide Plan No. **SWS-OBPAS/2109/2023/0992** dated 06.08.2023 duly sanctioned by the Bidhannagar Municipal Corporation to construct a G+4 building for comprising of several Flats/units/Car Parking Spaces for residential and commercial purpose.

3.1.i]- That the **DEVELOPER herein** has initiated construction of house building project over the aforesaid plot of land on the basis of the approved building plan sanction by the competent authority and according to the terms and conditions of the said contract of development and subsequently completed the said building project a multi storied building for residential and commercial purpose containing number of Flats/units/spaces/Car Parking Spaces.

3.1.u]- That in pursuance to the aforesaid contract of Development, the **DEVELOPER** herein has become the absolute owner of its allocated share over the newly constructed building called "**BENGAL AASHIYANA**" which includes **FIRSTLY, ALL THAT** a complete and habitable Tiles Floor residential Unit **being Flat No-**....., comprising Bed Rooms, Dining cum Kitchen, Toilets and Balcony measuring an area of **Square Feet Saleable area** (Covered Area is) be the same or a little bit more or less on the **Floor** of the Said Building lying and situate over a plot of land **measuring about 12**

Cottas- 13 Chittaks- 26 Sq.ft physically measuring about 11 Cottahs- 07 Chittacks- 04 Sq. Ft. out of which **00 Cottas- 11 Chittaks- 29 Sq.ft** land comprised in the **R.S/L.R Dag No-286** and **12 Cottas- 01 Chittaks- 42 Sq.ft** land comprised in the **R.S/L.R Dag No-287** under the L.R Khatian No-2160, 2167, 2161, 2162, 2168, 2163, 2164, 2165, 2166, 2169, 2170 and 2171 corresponding to L.R Khatian No. 330 at Mouza-Salua, J.L No-03, P.S-Airport, within the Ward No-04 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700136 and (Said Property) and **SECONDLY, ALL THAT** the undivided impartible proportionate share in the land below and underneath the building being **"BENGAL AASHIYANA"** comprised in the said building and attributable to the said flat and **THIRDLY ALL THAT** the proportionate share or interest into or upon the common areas and/or utilities and/or facilities comprised in the said building (more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written) and forming part of said, **AND**

3.2]- TRUE AND CORRECT REPRESENTATION:- The **DEVELOPER** is the absolute and undisputed owner and occupier of the "Said Property" and such ownership having been acquired in the manner stated herein above, the contents of which are all true and correct.

4] REPRESENTATION, WARRANTY AND COVENANTS REGARDING ENCUMBRANCES AS FOLLOWS:- The **DEVELOPER** herein represents, warrants and covenants regarding encumbrances as follows:-

4.1]- NO ACQUISITION AND REQUISITION:- The **DEVELOPER** herein has not received any notice from any authority for acquisition and requisition or vesting of the "said property" and declare that the "said property" is not affected by any scheme of the local municipality or Government or any statutory body.

4.2]- NO ENCUMBRANCE BY THE ACT OF THE DEVELOPER :- The **DEVELOPER** has not at any time done or executed or knowingly suffered or been party or party to any act, deed, thing and matter including the grant of right of easements, whereby the "said property" or any part thereof can or may be impeached, encumbered, or affected in title.

4.3]- RIGHT, POWER AND AUTHORITY TO SELL:- The **DEVELOPER** has got right, full power, absolute authority and indefeasible title to grant, sale, convey and transfer and assign and assure the "Said Property" to the **PURCHASER** and the same has been admitted, acknowledged and confirmed by the **DEVELOPER**.

4.4]- NO DUES-: No tax in respect of the said property is due to the RajarhatGopalpur Municipality presently Bidhannagar Municipal Corporationand/or any other authority or authorities and no certificate case is pending for realization of any rent or taxes from the **DEVELOPER**.

4.5]- NO RIGHT OF PRE-EMPTION-: No person or persons whatsoever have /had/has any right of pre-emption over and in respect of the "Said Property" or any part thereof.

4.6]- NO MORTGAGE-: No mortgage or charge has been created by the **DEVELOPER** by depositing the title deed or otherwise over and in respect of the "Said Property" or any part thereof .

4.7]- FREE FROM ALL ENCUMBRANCES-: The "Said Property" is now free from all encumbrances, charges, liens, lispendencies, attachments, use, trusts, prohibition, Income tax attachments, financial institution charges, statutory prohibition, acquisitions, requisitions, vesting, liabilities, claims and or demands whatsoever or howsoever made or suffered by the **DEVELOPER**or any person or persons having or lawfully, rightfully or equitably claiming any estate or interests therein through, under or in trust for the **DEVELOPER**and the predecessors in title and the title of the **DEVELOPER**to the said property is free, clear and marketable.

4.8]- NO PERSONAL GUARANTEE-: The "Said Property" is not affected by or subject to any personal guarantee for securing any financial accommodation.

4.9]- NO BAR BY COURT ORDER OR STATUTORY AUTHORITY-: There is no order of court or any other statutory authority prohibiting the **DEVELOPER**from selling, transferring and / or alienating the "Said Property" or any part thereof.

5. BASIC UNDERSTANDING -:

5.1- AGREEMENT TO SELL AND PURCHASE-: That the **DEVELOPER** hereinby a Deed of agreement for sale datedhas agreed to sell and the **PURCHASER** herein has agreed to purchase the "Said Property" at or for a consolidated consideration of **Rs.-/Rupees] only.**

6. TRANSFER -:

6.1- HEREBY MADE-: The **DEVELOPER** herein hereby sells, conveys and transfers to the **PURCHASER** the entirety of its right, title and interest of whatsoever or howsoever nature in the said property of **ALL THAT** a complete and habitable Tiles Floor residential Unit **being Flat No-.....**, comprising Bed Rooms, Dining cum Kitchen, Toilets and Balcony measuring an area of **Square Feet Saleable area**(Covered Area is) be the same or a little bit more or less on the **Floor** of the Building called "**BENGAL AASHIYANA**" lying and situate over a plot of land **measuring about 12 Cottas- 13 Chittaks- 26 Sq.ft physically measuring about 11 Cottas- 07 Chittaks- 04 Sq. Ft.** out of which **00 Cottas- 11 Chittaks- 29 Sq.ft** land comprised in the **R.S/L.R Dag No-286** and **12 Cottas- 01 Chittaks- 42 Sq.ft** land comprised in the **R.S/L.R Dag No-287** under the L.R Khatian No-2160, 2167, 2161, 2162, 2168, 2163, 2164, 2165, 2166, 2169, 2170 and 2171 corresponding to L.R Khatian No. 330 at Mouza-Salua, J.L No-03, P.S-Airport, within the Ward No-04 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700136 and together with all common & undivided right, enjoyment and easement right for egress and ingress of all common spaces, amenities, and facilities in the said building (**Said Property**) hereinafter written and demarcated in **RED** color on plan attached herewith and more fully described in the schedule below.

6.2- CONSIDERATION-: The aforesaid transfer is being made by the **DEVELOPER** in consideration of a sum of **Rs.-/Rupees**] only receipts of which hereunder written, admits and acknowledges by the **DEVELOPER**.

7. TERMS OF TRANSFER-:

7.1- SALIENT TERMS-: The transfer being effected by this Sale is-:

7.2- SALE -: A sale within the meaning of the **Transfer of Properties Act, 1882 as amended up to date.**

7.3- ABSOLUTE -: Absolute, irreversible and perpetual.

7.4- FREE FROM ENCUMBRANCES-: Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, impedances, uses, trusts, prohibition, income tax attachments, financial institution charges, reversionary rights, statutory prohibition, acquisitions and requisitions, vesting and liabilities whatsoever.

7.5- TOGETHER WITH ALL OTHER APPURTENANCES-: Together with all other rights the **DEVELOPER** have in the “**Said Property**” and all other appurtenances including but not limited to customary and other rights of easements for beneficial use of the “**Said Property**” which includes all unrecorded/non mutated land purchased by the **DEVELOPER** as mentioned in the various sub clauses of **clause-4**.

7.6- SUBJECT TO -: The transfer being effected by this Sale is subject to-:

7.6.a- INDEMNIFICATION-: Indemnification by the **DEVELOPER** about the correctness of its title and authority to sell and its conveyance is being accepted by the Purchaser on such express indemnification by the **DEVELOPER** about the correctness of the **DEVELOPER** title and the representation and the authority to sell which if found defective or untrue any time, the **DEVELOPER** shall at its risk and responsibility forthwith take all necessary steps to remove and /or rectify.

7.6.b- TRANSFER OF PROPERTY ACT-: All obligations and duties of the **DEVELOPER** and **PURCHASER** as provided under the **Transfer of Property Act, 1882** save as contracted to the contrary hereunder to be followed.

7.7- DELIVERY OF POSSESSION-: Khas, vacant and peaceful possession of the “**Said Property**” has been handed over by the **DEVELOPER** to the **PURCHASER** herein at their utmost satisfaction.

7.8- OUTGOINGS-: All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the “**Said Property**” relating to the period till the date of the Sale, whether as yet demanded or not, shall be borne, paid and discharged by the **DEVELOPER** and the **DEVELOPER** with regard to which the **DEVELOPER** hereby indemnifies and agrees to keep the Purchasers fully and comprehensively saved, harmless and indemnified.

7.9- HOLDING POSSESSION-: The **DEVELOPER** hereby covenants that the **PURCHASER** and their heirs, executors, administrators, representatives and assigns, shall and may from time to time and all time hereafter peaceably and quietly enter into hold, possess, use and enjoy the “**Said Property**” and every part thereof and receives rents issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed and transferred , assigned and assured or expressed or intended so to be unto and to the **PURCHASER**, without any lawful eviction, hindrance, interruptions,

disturbances, claim or demands whatsoever from or by the vendor/owners, developer or any person or persons lawfully or equitably claiming any right or estate therein from or under or in trust from the **DEVELOPER**.

7.10- INDEMNITY-: The **DEVELOPER** hereby covenants that the **DEVELOPER** or any person claiming under it in law, trust and equity, shall at all-time hereafter, indemnify and keep indemnified the **PURCHASER** and his heirs, executors, administrators, representatives and assigns, and/or their successors in interest of, from and against any loss damage, costs, charges and expenses which may be suffered by the **PURCHASER** and his heirs, executors, administrators, representatives and assigns, and /or his successors in interest by reason any defect in title of the **DEVELOPER** or any of the representation found to be untrue.

7.11- NO OBJECTION FOR MUTATION-: The **DEVELOPER** declares that the **PURCHASER** can fully be entitled to mutate their name in all records of the concerned authority including Bidhannagar Municipal Corporation and to pay tax or taxes, rent or rents and all other impositions in his own name in respect of the "Said Property". The **DEVELOPER** under take to co-operate with the **PURCHASER** in all respect to cause mutation to the said property in the name of the **PURCHASER** and in this regard shall sign all documents and papers as required by the **PURCHASER**.

7.12- FURTHER ACTS-: The **DEVELOPER** hereby covenants that the **DEVELOPER** or any person claiming under it, shall and will from time to time and at all time hereafter, upon every request and costs of the **PURCHASER** and /or his successors in interest does or execute or cause to be done or executed all such acts, deeds, thing, matters, for further or more perfectly assuring the title of the "Said Property".

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a Multi Storied building for residential purpose called as "BENGAL AASHIYANA" lying and situate over a plot of land measuring about 12 Cottas- 13 Chittaks- 26 Sq.ft physically measuring about 11 Cottahs- 07 Chittacks- 04 Sq. Ft. out of which 00 Cottas- 11 Chittaks- 29 Sq.ft land comprised in the R.S/L.R Dag No-286 and 12 Cottas- 01 Chittaks- 42 Sq.ft land comprised in the R.S/L.R Dag No-287 under the L.R Khatian No-2160, 2167, 2161, 2162, 2168, 2163, 2164, 2165, 2166, 2169, 2170 and 2171 corresponding to L.R Khatian No. 330 at Mouza-Salua, J.L No-03, P.S-Airport, within the Ward No-04 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700136 and together with all common & undivided right, enjoyment of all common spaces, amenities, and facilities and easement rights for egress and ingress in the said

building & Land which is butted and bounded -:

BY THE NORTH-: Part of R.S/L.R Dag No-286 (Md. Shahjahan Shah)

BY THE SOUTH-: 30'ft to 20'ft wide Municipal Road,

BY THE EAST-: 20'ft to 16'ft wide Municipal Road,

BY THE WEST-: Part of R.S/L.R Dag No-288 & 284.

SECOND SCHEDULE ABOVE REFERRED TO

(Said Land)

ALL THAT a plot of Bastu land measuring about **12 Cottas- 13 Chittaks- 26 Sq.ft physically measuring about 11 Cottahs- 07 Chittacks- 04 Sq. Ft.** out of which **00 Cottas- 11 Chittaks- 29 Sq.ft** land comprised in the **R.S/L.R Dag No-286** and **12 Cottas- 01 Chittaks- 42 Sq.ft** land comprised in the **R.S/L.R Dag No-287** under the L.R Khatian No-2160, 2167, 2161, 2162, 2168, 2163, 2164, 2165, 2166, 2169, 2170 and 2171 corresponding to L.R Khatian No. 330 at Mouza-Salua, J.L No-03, P.S-Airport, within the Ward No-04 of the Bidhannagar Municipal Corporation, Dist-North 24 Parganas, Kolkata-700136 which is butted and bounded as follows-:

BY THE NORTH-: Part of R.S/L.R Dag No-286 (Md. Shahjahan Shah)

BY THE SOUTH-: 30'ft to 20'ft wide Municipal Road,

BY THE EAST-: 20'ft to 16'ft wide Municipal Road,

BY THE WEST-: Part of R.S/L.R Dag No-288 & 284.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Subject matter of Sale)

FIRSTLY, ALL THAT a complete and habitable Tiles Floor residential Unit **being Flat No-.....**, comprising Bed Rooms, Dining cum Kitchen, Toilets and Balcony measuring an area of **Square Feet Saleable area**(Covered Area is) be the same or a little bit more or less on the **Floor AND TOGETHER WITH 01(one)** medium sized covered car parking space **being no.** on the **Floor** of the Building called "**BENGAL AASHIYANA**" constructed on the said plot of land as described in the **SECOND SCHEDULE** hereinabove written with undivided proportionate impartible share of land in relating and liberties and common user of the drain, plumbing and sanitary, fittings and connections and together with vertical overhead underneath supporting and inserting terms and fittings and fixtures and in and/or up on all the main load bearing, separating and all

common walls in and around he said flat **TOGETHER WITH** usual easements rights and liberties of unobstructed of the common staircase, lift and the entrance door or passage on the ground floor to egress and ingress to the landing to the said flat as well as all rights, privileges, facilities as set out in the **FOURTH SCHEDULE** hereunder written, where the said flat is situated, lying at and being on theFloor forming a part of the Said Property described in the **FIRST SCHEDULE AND SECOND SCHEDULE** as shown in the attached map or plan as part thereof **TOGETHER WITH** the undivided proportionate share of the impartible right, title and interest in the said land and building complex which are mentioned and described in the **SECOND SCHEDULE & FIRST SCHEDULE**.

FOURTH SCHEDULE

(Common Facilities & Amenities)

AREAS	<ul style="list-style-type: none"> a. Ultimate/Top Roof above the top floor of the building. b. Open and/or covered paths and passages of the building. c. Lobbies and stair cases of the building. d. Stair head room, Lift machine room and lift well of the Building. e. All walls [save & except inside wall of any Unit] and main gates of the building. f. 02 (Two) Common Wash Room on the Ground Premises of the Building. g. 24 Hour Security Service and Security Room at the Ground Floor of the Building. h. Entrance and Exit Gates.
WATER AND PLUMBING	<ul style="list-style-type: none"> a. Water reservoirs of the building. b. Water Tanks of the building. c. Water pipes [save those inside any Unit]. d. Installations for cease fire if any, of the building. e. Deep Tube Well. f. Iron Filter Plant on the Roof Top of the Building. g. 24 Hour Water Supply.
ELECTRICAL INSTALLATION	<ul style="list-style-type: none"> a. Wiring for lighting of building common portions. b. Electrical installation relating to meter for receiving electricity from

	<p>electric supply agency.</p> <p>c. Pump and motor of the building.</p> <p>d. Lift and Lift machinery of the Building.</p> <p>e. Transformer if any.</p> <p>f. 24 Hours Power Backup Generator Set on the Ground Premises of the Building.</p> <p>g. Close Circuit Television (maximum Eight) with LCD for the purpose of common security system of the Building.</p>
Drains	<p>a. Drains, sewers and pipes of the building.</p> <p>b. Septic Tank</p>
OTHERS	<p>Other areas and installations and/or equipment as are provided in the building as extra costs for common use and enjoyments such as Computer Connection, Tele Vision, Internet Connection, Cable T.V Connection.</p>

FIFTH SCHEDULE

(Specification for Construction)

BUILDING	<p>Foundation with recommended number of concrete Piles and capping, building to be designed with RCC frame structure, tests on individual column foundation as per structural design approved by the competent authority and the construction will be earthquake resistance. It will include Primer walls, Gates, Parking floors, facility area also.</p>
WALLS	<p>Brick masonry for the outer wall will be 8 inch thick, partition wall will be 5 inch thick with a minimum height as per sanctioned plan. All walls will be of cement plaster.</p>
BUILDING MATERIALS DETAILS	<p>CEMENT: Ultratech/Ambuja/Lafarge/Ramco/Konark</p> <p>STEEL: ISI marked SRMB/CAPTAIN/GAGAN/HEXATMT bars.</p> <p>BRICK: Traditional Brick.</p>

WINDOW	Aluminum sliding windows with 4mm one way vision glass/ Rough glass and guarded with integrated grill shall be fixed as per building design.
DOORS	Door frames will be made of "Shal Wood". All door panels will be of water proof flush door type (pinewood) finished with Good quality Laminate on Front Sides. Main door will have acrylic handle, Magic eye.
FLOORING	Flooring will be made with Vitrified tiles (2x2) ft size, Skirting will be of 4 inch height, Window bases, Balcony railing bases will be molded with white marble.
KITCHEN	Cooking Platform will be of Black Stone 20 inch wide along two walls Glaze tiles (2x1) ft size, 3ft height above the Platform and wall will be provided to protect the oil spots. Stainless steel sink 22 inch with a guard point above it with drain board. Bib cock of ESSCO make and one sink cock will be provided. One stand basin will be provided in dining room. Kitchen counter will be provided with underlying shelves including a provision of keeping two gas cylinders.
TOILET	Bath rooms will be provided with western style wall hanging commodes and flush valves, the walls of the toilet upto 6 ft height will be fitted with 18"x12" glazed tiles, with hot and cool water provisions, one SS good quality shower, rectangular wash basin of good quality, one bibcock point and one Geysers point will be provided in bath toilet. One washing machine point will be provided outside on toilet.
SANITARY FITTINGS	All SS Fittings will be Essco, all Basin and commodes should be good model from Hind ware/ Rilaince / Cerawill be provided.
OVERHEAD WATER TANK	RCC Reservoir (As per drawing)
UNDERGROUND RESERVOIR	RCC Reservoir (As per drawing)

PUMP	One 2.0HP stainless submersible Pump will be provided along with auto control system.
PLUMBING MATERIALS DETAILS	ISI marked Supreme brand of Pipes and bars Valves fitted with leak proof mechanism and craftsmanship.
ELECTRICITY	<p>Full concealed wiring will be provided throughout each of the Flats. The main door in each flat shall be fitted with Calling Bell points. The Contractor shall provide the following electric points with good quality modular of Switch of V- Guard.</p> <ol style="list-style-type: none"> a. 3(Three) light points. 2(Two) plug points for Computer/ accessories, 1(One) fan point, 1(One) T.V. Point and 1(One) AC point in each Bedroom. b. 1(One) light point, 1(one) exhaust fan point and 1(one) Geysers point in each toilet. c. 1(One) Aqua guard and 2(Two) light points and 2(Two) 15amp. Plug point Chimney and 1(One) microwave in the Kitchen. d. 2 (Two) light points. (One) fan point, 1(One) Refrigerator Point and 1(One) accessory point in the Dining Area. e. 1 (One) T.V. point, 4(Four) light points, 1(One) fan point, 2(Two) numbers of 3 pin Plug sockets in the Drawing room. f. 1(One) Calling Bell point on main door, and 1(One) Light point in Balcony. g. 1 (One) Lockable 15 Amps Charger point beside each Car Parking slot on Ground Floor. h. Electric meter connection for the Flat. <p>Electrical material to be used: V- Guard/ Havells , ISI marked branded good quality modular white switches will be provided. All common area will be provided with LED light point</p>

MSGRILLS/GATES	StainlessSteelcircularbarfabricatedRailingsonStaircaseandMSwindowgrillshallbefixed.
ROOFANDTERRACE	Rooftiles.
LIFT	OnestandardFivepassengerdecentlookingstainless-steel lift equipped with ERD drive withAutogateandliftfaciawillbefinishedwithelevationtiles.
EXTERNALPASSAGE/PARKINGSPACE	Allgroundfloorandopentoairpassagewithparkingtiles.
ALLCOVEREDSPACES	Staircaseswithmarbleflooring

Extra Work: Any extra work other than standard schedule shall be charged extra as decided by the **DEVELOPER's** authorized Engineer. Such amounts shall be deposited by the **PURCHASER** to the Developers before the execution of such work. Outside labour or mason shall be allowed after completion of the total project with the permission of the Flat Owners' Association.

N.B: The layout and specification given above are tentative and subject to minor alterations/modifications on account of technical reasons without any reference.

SIXTH SCHEDULE

(Common Expenses)

1. The expenses of administration, maintenance, repairs, replacements, of the common equipments and accessories common areas, and facilities including white washing , painting, decorating, the exterior portion of the said building, boundary walls entrance, the stair case , the gutters, rain water pipes, motors, pumps, water, electric wirings and installation , sewerage, drains, and all other common parts , fixtures, fittings, and equipments in, under or upon the building enjoyed or used in common by the Purchasers , co-purchasers, or other occupiers.
2. The cost of clearing, maintaining and lighting the main entrance, passages, landing staircase, and other parts of the building as enjoyed or used in common by the occupants of the said building.
3. The salaries of the Chowkidars, plumbers, electricians sweepers etc.

4. The cost of making repairs, replacements, and maintenance of pumps, tube well and other plumbing works including all other services rendered in common with all other occupiers.
5. Municipal or other taxes of owners and occupiers and other levies and out goings etc.
6. Insurance of the building against earth quake, fire mob, civil commotion etc.
7. All electrical charges, payable in common for the common portions of the said building.
8. Such other expenses including printing and sanitary as also all litigation expenses in respect of any dispute with municipality, other authority, insurance company or any other person or persons in relation to or as may be deemed by the Vendor or any ad hoc committee/association of the occupiers and up keep of the said building.

The respective owners of the said building complex called "**BENGAL AASHIYANA**" are liable to form an Association or Society to provide the repair & maintenance of all common use, enjoyments and facilities as mentioned in **FOURTH SCHEDULE**.

SEVENTH SCHEDULE

(Rights and obligations of the PURCHASER)

1.- The PURCHASER will have the full and absolute right of user in common with the other owners and/or occupiers of different flats, the stair, stair case, lift and lift lobbies and landing thereon and there under or get abutting on the public road to egress and ingress and caring or bringing in taking out of the said flat all goods, furniture and any other moveable item.

2.- Subject to the restrictions and reservations hereinafter containing the **PURCHASER** will have full and absolute right of user in common with other owners and/or occupants of the said property and building complex of the main drainage, water supply system and connections including the pipes, lines and also water tanks and connection.

3.- The PURCHASER will have absolute and unfettered right of user of and right of keeping, raising inserting supporting and maintaining all beams, gutters, and structures on and to all walls supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and or supporting walls the **PURCHASER** shall have to maintain the floor of the said flat so that it may not cause leakage or slippage to the floor underneath.

4.-The PURCHASER will have his right of obtaining telephone, internet connection to the antenna and/or radio serials on the roof of the said property and for this purpose the **PURCHASER** shall have

the right of digging, inserting and for fixing plug and supporting clumps in all portion of the said property provided always that the **PURCHASER** shall correct forth with such dug up holes or excavation at his own costs and expenses.

5.-The **PURCHASER** and his agent and agents shall have the right of access to the roof of the said property for the purpose of fixing and maintenance television antenna, internet provided exercise of right of access mentioned in this clause shall be without causing any inconvenience to the other owners and/or occupiers of the top floor of the said Building of user and the enjoyment of the top floor and water reservoir on the roof of the top floor.

6.-The **PURCHASER** will have the right of maintenance, repairs, white washing or painting of the door and windows of the said flat in any part of the said property provided any such work does not cause any nuisance or permanent obstruction to the other occupiers of the **said property or the building**.

7.- The **PURCHASER** from time to time and at all time here by agrees to contribute and pay proportionate share towards the costs and expenses of the maintenance charges, service taxes, and impositions and other out goings and the said amount is variable according to the needs of the circumstances and market of the aforesaid sum without any variation as may be fixed as aforesaid individually and/or collectively .The Purchaser shall in addition pay separately any other taxes and/or imposition as may be decided by the Society/Association and that the proportionate maintenance charges for the flat will be paid regularly by the **PURCHASER** as long as Society/Association is not formed for the maintenance of the building .

8.-The **PURCHASER** will have right to mutate their name as owner of the said flat in the record of the Government or local authority and/or have the said flat separately numbered and assessed for taxes and the Vendor shall whenever required by the Purchaser give therein or his consent or approval in writing for the purpose of such mutation and separate assessment.

9.- The **PURCHASER** will have full and absolute proprietary right such as the **DEVELOPER** derives from its title save and except that of demolishing or committing waste in respect of the property described in the schedule in any manner so as to effect the **DEVELOPER** or other co-owners who have already purchased and acquired similar property right as covered by this conveyance.

10.-The **PURCHASER** will also be entitled to sell, mortgage, lease or otherwise alienate the property

hereby conveyed.

11.-The PURCHASER undivided interest in the soil as more fully described in the **FIRST SCHEDULE & SECOND SCHEDULE** herein above written shall remain joint for all title with the vendor or other co Purchasers who may hereafter or hereto before have acquired right, title and interest in the land and in any flat in the building as being declared that the interest in the soil is impartibly.

12.-The PURCHASER will not store any inflammable and/or combustible articles in the said flat but excluding items used in the kitchen, and personal purpose.

13.-The PURCHASER will not store any rubbish or any other things in the stair case not to the common area and/or parts causing inconvenience and also disturbance to the other co-owners and occupiers.

14.-The PURCHASER will not make any additions or alterations in the flat whereby the main building may be damaged, but the **PURCHASER** will be entitled to erect wooden partition for the purpose of his family requirement.

15.-The PURCHASER will take separate electric meter, gas and other necessary connection and / or lines for the use and the enjoyment of the flat hereby purchased.

16.-The PURCHASER shall also pay proportionate share of electric consumption in respect of the common areas of the said building.

17.-The PURCHASER will also pay his proportionate share of insurance of the building for earth quake, fire, mob, violence and commotion as decided by the members of the Society /Association with all required proposal and consent.

18. The PURCHASER shall not use and occupy the said property in such a manner which is unlawful, illegal, immoral, illicit and/or cause nuisance to the co-owners.

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands, seals and signatures on the day month year as above written in presence of the following witnesses.

SIGNED, SEALED AND DELIVERED

By the parties at A.D.S.R Bidhannagar, Salt Lake City
Kolkata- 700091 in presence of:

WITNESSES:

1.

Being the constituted attorney of the LAND
OWNERS.

SIGNATURE OF THE LAND OWNER

SIGNATURE OF THE DEVELOPER

P . T . O

SIGNATURE OF THE PURCHASER**MEMO OF CONSIDERATION**

Received with thanks from the **PURCHASER**a sum of **Rs.**/-
[Rupees.....] only as the consideration of this deed of sale by way of several
 cheques and/or banking transaction and sign this on the day month and year as above written in
 presence of the following witnesses.

MEMO

DATE	MODE OF PAYMENT	CHEQUE NO./REF. NO.	BANK	AMOUNT

Rs./- Only

WITNESSES:-

1.

2.

SIGNATURE OF THE DEVELOPER

P . T . O

