

DEED OF SALE OF FLAT

THIS INDENTURE OF SALE OF FLAT MADE THIS ____ DAY OF
DECEMBER, TWO THOUSAND TWENTY FOUR

BETWEEN

SMT. PIYALI NANDY, W/o Sri Swaraj Nandy
Of Chhotobazar, P.O. – Midnapore, P.S. – Kotwali,
Dist. – Paschim Medinipur,
PIN – 721101,
PAN No. - AOHPN6728P
Aadhar No. -

Hereinafter referred to as the **VENDOR/OWNER**

SRI ANUP KUMAR SINGH,
S/o Late Surendra Nath Singh
Of A/10 Saratpally, Midnapore, P.O. – Midnapore,
P.S. - Kotwali, Dist.- Paschim Medinipur
PAN No.
Proprietor of **SINGH ASSOCIATE**, a proprietary firm having office
at Saratpalli, P.O. & P.S.- Midnapur, Dist. Paschim Medinipur
Having PAN No. – **CBAPS1194L**

Appointed by Development Power of Attorney being Nos. 1028/2023 dt.
05.04.2023 registered before ADSR, Midnapore Sadar

AND

M/S SINGH ASSOCIATE, a proprietary firm having office at
Saratpalli, P.O. & P.S.- Midnapur, Dist. Paschim Medinipur
Having PAN No. – **CBAPS1194L**
represented by its Proprietor:-

SRI ANUP KUMAR SINGH, S/o Late Surendra Nath Singh
Of A/10, Saratpally, Midnapore, P.O. – Midnapore, P.S. - Kotwali,
Dist.- Paschim Medinipur

Hereinafter referred to and called as the **‘DEVELOPER**

AND

....., S/o.....,
Of Vill. -, P.O.,
P.S. -, Dist. -,
By faith, Nationality -,
PAN NO., Aadhar No. -,
hereinafter referred to and called as the "**PURCHASER (S)**

Hereinafter referred to as the **PURCHASER**(which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his assigns, successors, executors and administrators

WHEREAS:

A. Unless, in this Indenture, there is something contrary or repugnant to the subject or context:

- i) **SAID PREMISES / ULTIMATE PREMISES** shall mean **All That** the piece and parcel of land measuring 0.2469Acre = 10753.60 Sq.ft. within Mouza – Bibiganj, J.L.No.- 180, within L.R. Plot Nos. 454, 478, 465 as in schedule below hereinafter referred as '**Said Property**'. Which is more fully and particularly mentioned and described in **the First Schedule** hereunder written.
- ii) **CO-OWNERS / UNIT-HOLDERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase or may in future agree to purchase from the Vendor and shall have taken possession of their respective units, including the Vendor for those units not so alienated or agreed to be alienated by the Vendor.

- iii) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the said Building/Flat expressed or intended by the Vendor for common use and enjoyment by the occupants of the Building/Flat mentioned and specified in the **Third Schedule** hereunder written.
- It is clarified that** the Common Areas and Installations shall not include the ground floor of the Building/Flat which the Vendor may from time to time express or intend not to be so included in the common areas and installations, with liberty to the Developer to use and enjoy the same for commercial and/or other purposes and to transfer or deal with the same as the Developer may deem fit and proper in its absolute discretion.
- iv) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the co-owners of the Building/Flat and all other expenses for the common purposes (including those mentioned in the **Fourth Schedule** hereunder written) to be contributed and shared by the Co-owners.
- v) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Co-owners in the Building/Flat for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders.
- vi) **UNITS** shall mean all the flats / apartments / saleable spaces / constructed areas in the Building/Flat capable of being independently and exclusively held used occupied

and enjoyed by any person **And** wherever the context so permits or intends shall include the Parking Space/s and/or terrace/s, if any specifically allotted, and also the proportionate undivided share in the Common Areas and Installations, attributable thereto.

- vii) **PARKING SPACE** shall mean open or covered car parking spaces within the compound at the ground level of the said Premises / Ultimate Premises capable of being parked motor cars and other vehicles therein or thereat. Applicable only for the purchaser who has opted for four wheeler parking and who has been allotted four wheeler parking specifically.
- viii) **TWO WHEELER PARKING SPACE** shall mean common space specifically demarcated and allotted to all the unit holders for parking two wheeler. Each unit holder shall have right to park maximum one normal size motorcycle/scooter.
- ix) **SUPER BUILT-UP AREA** according to the context and in relation to a particular unit shall mean and include the plinth area of such unit (including the thickness of the external and internal walls thereof and columns therein **Provided That** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit) **And** shall include (i) the proportionate share of the area of the staircase lobbies landings etc., of the Building/Flat be situate and (ii) the proportionate share of the areas of the other common areas in the Building/Flat. As per the registering authority, the super built up area is calculated adding 25% area over and above the carpet area i.e., the sold area.

- X) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the following:
- a) insofar as the Purchaser's proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Purchaser's Flat is situated is concerned, the same shall be in the proportion in which the built up area of the Purchaser's Flat may bear to the built up area of all the Flats in the Block in which the Purchaser's Flat is situated;
 - xi) **SAID UNIT** shall mean the Flat, fully described in the **Second Schedule** hereunder written.
 - Xii) **MAINTENANCE COMPANY** shall mean the body which may be formed by the Vendor for the purpose of taking over charge of the maintenance management and affairs of the Building/Flat and in particular the Common Areas and Installations thereat.
 - xiii) **SALE AGREEMENT** shall mean the Agreement datedentered into between the parties and the same stands superseded by these presents.
 - xiv) **PLAN** shall mean the plan or plans as be caused to be prepared by the Vendor from time to time and sanctioned by the Competent Authority for construction of the Building/Flat and shall also include sanctionable modifications to each thereof and/or additions or alterations to each thereto as made and/or as may be made from time to time by the Vendor.
- B. The **VENDORS** became the owner of the '**said property**' and developed and constructed building over the same in the following manner: –

The property measuring 0.2469 Acre = 10753.60 Sq.ft. within mouza – Bibiganj, J.L. No. 180 previously was

under the joint possession of the Smt. Purnima Nandy and others. They filed a Partition Suit being T.S. No. 162/1993 before 1st Asst. District Judge, Midnapore. Saibal Nandy, Swaraj Nandy, Manas Nandy, Moloy Nandy and Jagriti Nandy were parties to the Suit as Plaintiff Nos. 5, 6, 8, 9 and 4. Saibal Nandy, Swaraj Nandy, Manas Nandy, Moloy Nandy were allotted 'N' schedule property by the final decree of the Suit. They jointly got 0.11 Acre in L.R. Plot No. 454, 0.235 Acre in L.R. Plot No. 478 and Jagriti Nandy was allotted 'P' schedule property in the decree i.e. 0.047 acre in L.R. Plot No. 465. Thereafter they mutated their names with State of West Bengal Under Khatian Nos. 1500/1, 1596/1, 1133, 1100 and 494/2. While in possession they transferred 0.11 acre in L.R. Plot No. 454, 0.047 acre in L.R. Plot No. 465, 0.225 Acre in L.R. Plot No. 478, to the OWNER FIRST PARTY by two deeds of sale being Nos. 3958/2022, 3477/2022 and the OWNER/VENDOR is in possession of the purchased property from the date of purchase being its absolute owner. OWNER FIRST PARTY thereafter decided to develop her land and accordingly entered into a development agreement being No. 1021/2023, dt. 05.04.2023 and OWNER/ VENDOR also appointed DEVELOPER to develop her property and authorized him to do everything by executing the Development Power of Attorney being No. 1028/2023, dt. 05.04.2023

According to such agreement the DEVELOPER has undertaken construction of the building/flat and has entered into agreement for sale and is executing and registering this Deed of transfer in **respect of Developer's allocated portion of the building.**

- C. **By and in terms of the Sale Agreement**, the Purchaser agreed to purchase and acquire the completed said Unit and on and subject to the terms and conditions therein contained, as modified and/or superseded by these presents.
- D. The possession of the said Unit has been delivered by the Vendor to the Purchaser, which the Purchaser acknowledges to have duly received to its full and final satisfaction
- E. At the request of the Purchaser, the Vendor is now conveying in favour of the Purchaser herein the said Unit.
- F. At or before the execution hereof, the Purchaser has fully satisfied himself as to:
- (i) the right, title and interest of the Vendors to the said Premises / Ultimate Premises and accepted the same to be free from all encumbrances whatsoever;
 - (ii) the workmanship and quality of construction of the said Unit and the Building/Flat constructed so far, the structural stability of Building/Flat constructed so far and other structures and the various installations and facilities in or for Building/Flat for the common use and enjoyment;
 - (iii) the total area comprised in the said Unit;
 - (iv) the plans sanctioned and/or to be sanctioned by the authorities and also as regards the validity and all other aspects thereof;
 - (v) in case at any time any additional constructions in and around the building are undertaken by the Developer, then the Vendor/Developer shall be entitled to construct and deal with the same, to which the Purchaser hereby consents and shall not raise any objection with regard thereto, including

with regard to the fact that owing to construction of such additional areas, the occupants of such additional areas shall be entitled to proportionate ownership and common user of the Common Areas and Installations.

I. NOW THIS INDENTURE WITNESSETH that in the premisesaforesaid and in consideration of the sum of **Rs.**/- **(Rupees****Only)**paid by the Purchaser to the Vendor at or before the execution hereof (the receipt whereof the Vendor doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge) the Vendor doth hereby grant, sell, convey, transfer, release, assign and assure unto and to the Purchaser **All That** the said Unit, fully mentioned and described in the **Second Schedule** hereunder written **Together With** proportionate undivided indivisible impartible variable share in the land underneath the Block in which the Purchaser's Flat is situated, attributable and appurtenant to the Flat agreed to be purchased by the Purchaser **Together With** proportionate undivided indivisible impartible variable share in the Common Areas and Installations **Together With** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and **Together With** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit as set out in the **Schedule** hereunder written **To Have And To Hold** the said Unit and every part thereof unto and to the use of the Purchaser absolutely and forever **with all rights of transfer by sale, gift or otherwise.**

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

- i) The Vendor has good transferrable right over the property.
- ii) The Vendor after completion of construction and sale of the entire building /flat and unless prevented by fire or some other irresistible force or accident shall at the reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to his attorneys or agents the title deeds in connection with the said Premises / Ultimate Premises and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

III. THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR as follows:

1. The Purchaser so as to bind himself to the Vendor and the other Co-owners and so that this covenant shall be for the benefit of the said building /flat and other units therein and every part thereof hereby covenants with the Vendor and with all the other Co-owners that the Purchaser and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein, including those mentioned hereunder.
2. The Purchaser shall not be entitled to raise any dispute against or claim any amount from the Vendor on account of any bad workmanship or inferior quality of materials or fittings or fixtures used in the said Unit nor on account of any constructional defect in the said Unit.
3. Notwithstanding anything elsewhere to the contrary herein contained, the Purchaser shall regularly and punctually pay to the Maintenance In-Charge, with effect from the date hereof and/or from the date of delivery of possession of the said Unit by the Vendor to the Purchaser, whichever be earlier.

4. After completion of construction of the Building at the said Premises / Ultimate Premises, the Purchaser shall apply for and obtain at his own costs separate assessment and mutation of the said Unit in the records of municipality / other concerned authorities, if and as permissible.
5. **Purchaser's acknowledgements, covenants and assurances:**
Notwithstanding anything elsewhere to the contrary contained herein or in the Sale Agreement, the Purchaser shall not cause any objection obstruction interference or interruption at any time hereafter in case the Vendor decides to have the any portion of the ultimate Premises to be separated and separately assessed and renumbered, thereby creating one or more independent and distinct premises / properties, and shall fully co-operate with the Vendor with regard thereto and sign execute and deliver all papers, documents, instruments, writings, consents, no objections etc. as be required by the Vendor from time to time.
- 6.1 The Purchaser shall not cause any objection obstruction interference or interruption at any time hereafter in construction or completion of construction of or in the Building or other parts of the said Premises / Ultimate Premises (including one or more Blocks and horizontal or vertical extension) to be constructed by the Vendor/Developer as dealt with herein(notwithstanding there being temporary inconvenience in the use and enjoyment by the Purchaser of the said Unit) nor do anything whereby the construction or development of the Building or the said Premises / Ultimate Premises, including one or more Blocks to be constructed by the Vendor as dealt with herein, or the sale or transfer of the other Units and other areas and spaces in the Building and the said Premises / Ultimate Premises, including one or more Blocks or vertical or horizontal extension to be constructed by the Vendor/Developer as dealt with herein, is in

any way interrupted or hindered or impeded with and if due to any act or deed of the Purchaser, the Vendor/Developer is restrained from construction or development of the Building or the said Premises / Ultimate Premises, including one or more Blocks or vertical and horizontal extension to be constructed by the Vendor/Developer as dealt with herein, or in the sale or transfer of the other Units and other areas and spaces in the Building and the said Premises / Ultimate Premises, including one or more Blocks or vertical and horizontal extension to be constructed by the Vendor/Developer as dealt with herein, then and in that event without prejudice to such other rights the Vendor/Developer may have, the Purchaser shall be liable to compensate and also indemnify the Vendor/Developer for all losses damages costs claims demands actions proceedings consequences suffered or incurred by the Vendor/Developer. For all or any of the purposes aforesaid, the Purchaser shall fully co-operate with the Vendor/Developer with regard thereto and sign execute and deliver all papers, documents, instruments, writings, consents, no objections etc. as be required by the Vendor/Developer from time to time.

- 6.2 Save the said Unit, the Purchaser acknowledges that the Purchaser has no claim nor shall make claim any right title or interest whatsoever or howsoever over and in respect of the other units and spaces or constructed areas or parking spaces or open spaces at the said Premises / Ultimate Premises.
- 6.3 The Purchaser shall not claim any right over and in respect of any open land at the said Premises / Ultimate Premises (including side and back open spaces) or in the parking areas or open roof or any other open or covered areas of the Building and the said Premises / Ultimate Premises reserved or intended to be reserved by the Vendor for its own exclusive use and enjoyment and not meant to be a common area or portion, as also dealt with

elsewhere herein, and not to obstruct any development or further development or additional construction which may be made by the Vendor/Developer thereat or on any part thereof. The Purchaser shall also not claim any right over and in respect of or object to the various rights properties benefits advantages and privileges reserved by the Vendor/Developer as dealt with herein.

- 6.4 The Purchaser shall not have any objection if further construction or extension is made by the DEVELOPER or VENDORS in the roof of the building.
- 6.5. The purchaser shall have no objection about construction of shop rooms in the Ground Floor of the Building and in transferring the same to the prospective purchasers by the Developer and shall not cause any hindrance at the time of construction, transfer, use of the said shop rooms in any manner. It may be mentioned herein that there are four numbers of shop room is the ground floor and they have their separate toilet facility. The PURCHASER has no objection in this regard.
- 6.6. The purchaser shall be no objection when the DEVELOPER or VENDOR constructs community hall and toilet for the community hall in the top floor.
- 6.7. The Purchaser is aware that there are two staircases, two lifts, one generator, one community hall, one guard room in the building so provided by the Developer
- 6.8. The Purchaser has been made aware that it is the duty of the Purchasers jointly to continue AMC with the maintenance Company for maintenance of the Lift and the same is not the responsibility of the Developer and completion of transfer
7. **Rights of the DEVELOPER:** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and understood by and between the parties hereto as follows:
 - (a) The Developer shall always be entitled to construction and completion of construction of other parts of the said Premises /

Ultimate Premises, including one or more Blocks to be constructed by the Developer as elsewhere stated herein(notwithstanding there being temporary inconvenience in the use and enjoyment by the Purchaser of the said Unit and to sell convey transfer or otherwise deal with or dispose of the all the Units and other areas and spaces in the and the said Premises / Ultimate Premises, including one or more Blocks to be constructed by the Developer as elsewhere stated herein,and the Purchaser shall fully co-operate with the Developer with regard thereto and sign execute and deliver all papers, documents, instruments, writings, consents, no objections etc. as be required by the Developer from time to time.

- (b) Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Developer shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises / Ultimate Premiseslawfully, including by construction of one or more Blocks as elsewhere herein stated and/or by way of raising further story or stories on the roof for the time being of the existing Blocks and the further / additional Blocks and to do all acts deeds and things and make all alterations and connections (including to connect and make available all utilities facilities and amenities, including those mentioned in the **Third Schedule** hereunder written as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Developer in its absolute discretion may think fit and proper and the proportionate share of the Purchaser in the land underneath the concerned Block and also in the common areas and installations shall also stand reduced owing to such construction but the Purchaser shall not be entitled to raise any objection or dispute notwithstanding any

inconvenience or difficulty that the Purchaser may be subjected to nor to claim refund or reduction of the consideration and other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Vendor on account thereof and furthermore the Purchaser shall fully co-operate with the Developer and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Vendor.

- (c) The Developer shall always be entitled to set up or allow any person or body to set up at any time mechanized or masonry parking on any part of the land/open space of the said Premises / Ultimate Premises and to use, enjoy, hold, sell, transfer, let out, lease out, transfer or otherwise dispose of the same to any person or persons in whole or in parts and on such manner or conditions (including by way of permanent user or user on hourly, daily, weekly, monthly or yearly basis) as the Developer may deem fit and proper;
- (d) The Developer shall have the right to grant to any person the exclusive right to park car in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the Building at the said Premises / Ultimate Premises and also the covered spaces in the ground floor of the Building / said Premises / Ultimate Premises in such manner as the Developer shall in its absolute discretion think fit and proper.
- (e) Save the said Unit the Purchaser shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other units and spaces or constructed areas of the Building / said Premises / Ultimate Premises or the roofs/terraces at different floor levels attached to any particular unit/s or parking spaces at the said Premises / Ultimate Premises or other open and covered spaces at the said Premises / Ultimate Premises and

the Building and the Developer shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Developer, in its absolute discretion shall think fit and proper and the Purchaser hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendor exclusively.

8. The properties and rights hereby sold to the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the prior consent of the Vendor in writing. It is further agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land and the Purchaser shall not claim any right of preemption in respect of any subsequently transferred unit in any manner.
9. The Building shall bear the name “**AADHILAKSH RESIDENCY**”, unless changed by the Vendor from time to time in its absolute discretion.
10. The Purchaser agrees and covenants to become member and/or shareholder, as the case may be, of the Maintenance-in-charge , without raising any objection whatsoever and also abide by all the rules regulations restrictions and bye-laws as be framed and/or made applicable by the Vendor and/or the Maintenance-in-charge for the common purposes and shall also sign and execute all papers, documents and applications and do all the necessary acts deeds and things in connection therewith. The voting rights of the Co-Owners in the Maintenance-in-charge and also in all matters related to the common purposes shall be equivalent to one Vote for each flat.

11. In case the Vendor and/or any person or persons nominated, appointed and/or authorized by the Vendor is the Maintenance-in-charge, the Purchaser shall not hold the Maintenance-in-charge liable for rendering any accounts or explanation of any expenses incurred by the Maintenance-in-charge in its acts relating to the Common Purposes nor shall the Purchaser be entitled to hold the Vendor and/or any person or persons nominated, appointed and/or authorised by the Vendor responsible to furnish any accounts, vouchers, bills, documents etc., in any manner and the Purchaser as well as the Maintenance-in-charge shall remain liable to indemnify and keep indemnified the Vendor and/or any person or persons nominated, appointed and/or authorised by the Vendor for all liabilities due to non-fulfillment of their respective obligations contained herein by the Purchaser and/or the Maintenance-in-charge.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the entire land and area of development)

All That the piece and parcel of land

Within Dist.- Paschim Medinipur, P.S.- Kotwali, A.D.S.R. –
Midnapore, Mouza- Bibiganj, J.L. No.180

L.R Khatian Nos. 1500/1, 1133, 1100, 494/2, 1596/1,
New Khatain No. 3077,

L.R. Plot No. 454, Measuring 0.11 acre

L.R. Plot No. 465, Measuring 0.0471 acre out of 0.0494 acre

L.R. Plot No. 478, Measuring 0.0898 acre out of 0.2250 acre

Butted and Bounded –

ON THE NORTH BY: - 19 ft. Mattel Road

ON THE SOUTH BY: - Plot No. 367

ON THE EAST BY: - Plot Nos. 364, 359 and passage

ON THE WEST BY: - Plot No. 348, 349, 354, 356, 357, 366

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Flat)

(This flat is sold from the Developer Allocation)

ALL THAT piece and parcel of being **Flat No.....**on the **....Floor** containing an area of more or lessSq. Ft. of Carpet area (..... sq. ft. of super built up area)the same a little more or less consistingof bed rooms, Drawing-cum Dining,) Kitchen,balcony,bathroom of the BUILDING/APARTMENT known as **‘AADHILAKSH RESIDENCY’**from **Allocation**together with undivided proportionate share of underneath land and other common amenities and facilities including easement and quasi-easement rights along with restrictions and reservations as stated aforesaid as attached with the Multi-storied Building within the said Complex at Municipal Holding No.-260/1, Chhotabazar Road, under Ward No.-11, within the Mindapore Municipality under the office of ADSR, Mindapore,under P.S.- Kotwali, District-Paschim Medinipur,

As shown in the map annexed

Narration for 4 wheeler Parking Space / Right;

The Purchaser is aware that the space at which the Purchaser will be parking its motor car is not an independent one (i.e. either not having independent access and being dependant on the other 4 Wheeler parking space for access **OR** theother parking right holder/s having right of access through the Purchaser’s parking space) and the Purchaser shall fully co-operate with the other parking right holder/s in connection therewith.

Or

This purchaser has not opted any four wheeler parking space and he has not been allotted any four wheeler parking space

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Facilities)

1. Entrance and exists internal roads, and footpath.
2. Common durwans / caretaker room in the ground floor with toilet.
3. Boundary wall (if any) and main gate.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive are of any unit and/or exclusively for its use).
5. Two Staircases lobbies on all the floors and vacant area of the ultimate roof of the proposed building (Roof right will not be available for Garage, Shop and Godown owners, but rights attached to the Ground Floor will be available only).
6. Tube well and water supply system, water pumps, water pump rooms, overhead tank, septic tank together with all common plumbing installation for carriage of water (save only those as are exclusively within for the use of any unit.) , community Hall with toilet
7. Lighting fixtures and fittings in common area from common use.
8. Generator with sufficient power supplying capacity for common areas and facilities.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

- 1. MAINTENANCE:** All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the top roofs (only to the extent of leakage and drainage to the upper floors), gutters, water pipes for all purposes, drains, electric cables and wires in under or upon the

said Building/Flat and enjoyed or used by the co-owners in common with each other, main entrance and exit gates, landings and staircases of the said Building/Flat and enjoyed by the co-owners in common as aforesaid and the boundary walls of the said Premises / Ultimate Premises, compounds, parking space etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases, parking space and other parts of the said Premises / Ultimate Premises so enjoyed or used by the co-owners in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL:** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations and also the costs of repairing, renovating and replacing the same and also including the costs/charges incurred/to be incurred for entering into “Annual Maintenance Contracts” or other periodic maintenance contracts for the same.

3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers etc., if and as applicable) including their bonus, other emoluments, benefits etc.

4. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the said Premises / Ultimate Premises (save those assessed separately in respect of any unit).

5. **INSURANCE:** Insurance premium, if incurred for insurance of the said Building/Flat and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured). **Taking of insurance is not the responsibility of Developer. It may be done by the Association of the Owners.**

6. **COMMON UTILITIES:** Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

As a matter of necessity, the ownership and enjoyment of the said Unit by the Purchaser shall be consistent with the rights and interest of all the Co-owners and in using and enjoying the said Unit and the Common Areas and Installations, the Purchaser binds himself under the covenants and rules to be decided by the maintenance authority from time to time.

THE SEVENTH SCHEDULE ABOVE REFERRED TO :

(Specifications of Construction)

1. **Foundation:** R.C.C Column and pedestal with both in foundation and in plinth
2. **Structure :** Reinforced cement concrete framed structure with R. C. C. columns, Beams and Slabs. R.C.C. framed structure with 10" outside and 5" inside brick wall with plaster.
3. **Flooring :**Entire floor are finished with Vitrified Tiles.
4. **Toilet & Bath :**Semi glazed tile flooring with Glazed Tiles upto ceiling inside wall of bath and toilet with 4 (Four) water points with shower and Anglo Indian Pan. Concealed pipeline.

5. Kitchen : Vitrified Tiles, Granite stone gas table top (cooking table), **Glazed tiles upto the height upto ceiling from the table top level around wall.** 1 Water Point with concealed pipeline.

6. Electrical wiring: Concealed electrical wiring in each room, hall, kitchen, bath and privy, verandah. four electric points per room, four electric points in hall, one point in Balcony, two points in kitchen, one point in Bath room, one point in main gate, one power points of 15 ampere in hall.

7. Door & Windows: Flush door (Commercial) with fittings and wood primer finish, Aluminium window fitted with MS grille and glass panes one in each room.

8. Grille: Outside window grille covered by 4 mm. square bar box type or other type of design

9. Stair : Marble finish

10. Stair Railing : Steel square bar

11. Lift : 2 numbers of 4 passenger lift of good quality (Branded)

12. Painting of walls : Internal walls and ceiling shall have wallputty finish

13. Electrical equipment : All electrical fitting of ISI mark with shock proof

14. Overhead tank : Overhead tank should be provide on the roof of stair along with CPVC Pipeline

15. Water: 24 Hours water to be supplied through common overhead water tank operated by electric motor. There is sinking deep tube well for supply of water to the overhead tank.

16. Plaster : Putty finished inside walls and weather coat outside walls.

17. Other : Electrical wiring and switches, electrical fitting like tube light in common areas.

The said Flat fully completed in habitable condition which is marked with 'Red' ink boarder in the plan annexed hereto together with undivided proportionate share or interest in the land as described in the First Schedule above and together with proportionate share in the common areas including common facilities and amenities to be provided in the said flat lying and situate the jurisdiction of Midnapore Municipality, P.S.- Kotwali, Dist. Sub-Registry office Midnapore, Dist - Paschim Medinipur

RECEIPT AND MEMO OF CONSIDERATION:

Received of and from the within named Purchaser the within mentioned sum of Rs...../-(**Rupees**)**only** on different dates being the consideration in full under these presents by cheques / pay orders / demand drafts and/or in cash.

For SINGH ASSOCIATE

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED SEALED AND DELIVERED by
the within named **PURCHASER**

SIGNED SEALED AND DELIVERED by
the within named **VENDOR /OWNER**

SIGNED SEALED AND DELIVERED by
the within named
**VENDOR/DEVELOPER/ CONFIRMING
PARTY**

Witnesses to all signatories
above:

1)

2)

Drafted by:

Advocate

This Deed of Sale consists of (.....) Pages
including 1(one) Stamp Paper and (.....) Demi
Pages and 1(one) extra page for finger impressions.