

SALE DEED

THIS SALE DEED is made on the day of **May, 2024** (Two Thousand Twenty Four) **BETWEEN SRI TARUN KUMAR MALLIK** (PAN- AUVPM1865E) son of- Late Tarapada Mallik, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 16, Nivedita Sarani, P.O. Panchpota, P.S.- Narendrapur, Kolkata- 700152 – represented by his Lawful Constituted Attorney **(1) SRI SUKANTA KUMAR MONDAL** (PAN- AHBPM1094Q) son of Sri Subir Mondal, **(2) SRI SUBRATA NASKAR** (PAN- ACKPN6880H) son of Late Santosh Naskar, both by faith – Hindu, by occupation- Business, residing at Dhalua, P.S.- Narendrapur, Kolkata-700152,

(3) **SRI PINTU DEBNATH** (PAN- AGHPD4819P) son of- Late Anil Debnath, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- L-7, Sreenagar Main Road, P.O. & P.S.- Panchasayar, Kolkata- 700094 and (4) **SRI PINTU MONDAL** (PAN- BWCPM7030B) son of- Sri Kanai Chandra Mondal, by faith- Hindu, by occupation- Business, residing at- Radhanagar, P.O.- Sonarpur, P.S.- Narendrapur, Kolkata- 700150, hereinafter referred to as the **LANDOWNER** (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include his heirs, successors, executors, administrators, legal representatives, assigns) of the **FIRST PART**

AND

S.P. CONSTRUCTION (PAN- ADIFS6473Q) a Partnership Firm having its office at – 610, East Tentulberia, P.O.– Panchpota, P.S.- Narendrapur, Kolkata– 700152 and represented by its Partners namely (1) **SRI SUKANTA KUMAR MONDAL**, (PAN- AHBPM1094Q) son of Sri Subir Mondal, (2) **SRI SUBRATA NASKAR** (PAN- ACKPN6880H) son of – Late Santosh Naskar, both by faith – Hindu, by occupation– Business, residing at Dhalua, P.S.– Narendrapur, Kolkata–700152, (3) **SRI PINTU DEBNATH** (PAN- AGHPD4819P) son of- Late Anil Debnath, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- L-7, Sreenagar Main Road, P.O. & P.S.- Panchasayar, Kolkata- 700094 and (4) **SRI PINTU MONDAL** (PAN- BWCPM7030B) son of- Sri Kanai Chandra Mondal, by faith- Hindu, by occupation- Business, residing at- Radhanagar, P.O.- Sonarpur, P.S.- Narendrapur, Kolkata- 700150, hereinafter called as the **PROMOTER/DEVELOPER** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators

and permitted assignees, including those of the respective partners) of the

SECOND PART

AND

Mr./Ms..... (PAN NO.....) son/daughter of, aged about.....residing at, (PAN.....) hereinafter called the "**PURCHASER/PURCHASERE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**

The Landowner, Developer/Promoter and Purchaser/Purchasers shall hereinafter collectively be referred to as the Parties" and individually as a "Party".

WHEREAS:

- I. Motilal Naskar, son of- Nimai Chandra Naskar, Ratan Chandra Naskar, Niranjan Naskar, Nirapada Naskar, Dibyendu Naskar, all sons of- Dukhi Ram Naskar and Sushila Naskar, wife of- Late Haripada Naskar jointly sold the land total measuring about 4 cottahs 7 chittacks 10 sq. ft. in R.S. Khatian No. 268, 69, R.S. Dag No. 835, 836, Mouza- Tentulberia to Sankar Narayan Saha by virtue of 2 (two) separate Deed of Conveyance both registered on 01.08.1975 before Sub. Registrar, Sonarpur and one recorded in Book No. I, Volume No. 53, Pages from 170 to 174, Being No. 3550 for the year 1975 and another recorded in Book No. I, Volume No. 53, Pages from 175 to 178, Being No. 3551 for the year 1975;

- II.** On 25.07.1986, Sankar Narayan Saha sold the said land total measuring about 4 cottahs 7 chittacks 10 sq. ft. in R.S. Khatian No. 268, 69, R.S. Dag No. 835, 836, Mouza- Tentulberia to Subhas Chandra Ghosh & Dipak Kumar Ghosh, both sons of- Dharendra Nath Ghosh by virtue of a Deed of Conveyance registered before District Sub. Registrar, Alipore and recorded in Book No. I, Volume No. 261, Pages from 312 to 319, Being No. 13448 for the year 1986;
- III.** Subhas Chandra Ghosh & Dipak Kumar Ghosh while enjoying the said land total measuring about 4 cottahs 7 chittacks 10 sq. ft. in R.S. Khatian No. 268, 69, R.S. Dag No. 835, 836, Mouza- Tentulberia, morefully and particularly described in the First Schedule written hereunder jointly sold the same to Tarun Kumar Mallik (the Landowner herein) by virtue of a Sale Deed registered on 18.05.1990 before District Sub. Registrar, Alipore and recorded in Book No. I, Volume No. 180, Pages from 283 to 292, Being No. 7525 for the year 1990 and after purchasing the said land as mentioned hereinabove Tarun Kumar Mallik (the Landowner herein) mutated his name in the L.R. Record-of-Rights (Parcha) in respect of the said land as well as in the Assessment Records of Rajpur Sonarpur Municipality.
- IV.** With an intention to construct a multi-storied building on maximum availability of FAR as per existing rule of Rajpur Sonarpur Municipality on his said First Schedule land Tarun Kumar Mallik (the Landowner herein) entered into a

Development Agreement with The Nest Infrastructure, a Partnership Firm having its registered office at- 3257, Nayabad, P.O. & P.S.- Panchasayar, Kolkata- 700094 and represented by its Partners namely (1) Soumendu Naha, son of- Bibhu Ranjan Naha, (2) Premangsu Das, son of- Late Sunil Das, (3) Swadesh Das, son of- Nitya Ranjan Das & (4) Nandita Saha, wife of- Somnath Saha which was registered on 27.08.2019 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2019, page from 137551 to 137606, Being No. 4218, for the year 2019 and for smooth running of the said construction work, Tarun Kumar Mallik (the Landowner herein) executed a Development Power of Attorney after registered Development Agreement in favour of The Nest Infrastructure which was registered on 27.08.2019 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2019, page from 137607 to 137639, Being No. 4219, for the year 2019;

V. By virtue of the above-mentioned Development Agreement and Development Power of Attorney after registered Development Agreement, The Nest Infrastructure obtained a sanctioned Building plan bearing sanction no. 72/CB/04/89 dated 01.10.2020 duly sanctioned by Rajpur Sonarpur Municipality in respect of the First Schedule land;

VI. Due to some unavoidable circumstances, The Nest Infrastructure, could not carry out the construction proceedings on the First Schedule land as per the above-mentioned sanctioned building plan and also could not act as per the terms

and conditions mentioned in the said Development Agreement dated 27.08.2019 and was not in a position to construct the building project in the First Schedule land as well as duly expressed their unwillingness to construct the building project on the First Schedule land and for this reason Tarun Kumar Mallik (the Landowner herein) and The Nest Infrastructure have executed a Revocation of Development Agreement, which was registered on 05.04.2023 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2023, Pages 43855 to 43869, Being No. 1467 for the year 2023 and Tarun Kumar Mallik (the present Landowner) also executed a Revocation of Development Power of Attorney after registered Development Agreement, which was also registered on 05.04.2023 before A.D.S.R. Garia and recorded in Book No. IV, Volume No. 1629-2023, Pages 467 to 478, Being No. 39 for the year 2023 and thus Tarun Kumar Mallik (the present Landowner) revoked both his previously executed Development Agreement (i.e. Deed No. 4218 of 2019) and Development Power of Attorney after registered Development Agreement (i.e. Deed No. 4219 of 2019) in favour of The Nest Infrastructure;

VII. Thereafter, Tarun Kumar Mallik (the Landowner herein) further entered into a Development Agreement with S.P. CONSTRUCTION (the Developer herein) which was registered on 05.04.2023 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2023, Pages 43870 to 43901, Being No. 1471 for the year 2023 and for smooth running of the construction work, Tarun Kumar Mallik (the Landowner herein) executed a

Development Power of Attorney after Registered Development Agreement in favour of the Developer herein which was registered on 05.04.2023 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2023, Pages 43902 to 43925, Being No. 1472 for the year 2023;

VIII. By virtue of the above-stated Development Agreement as well as Development Power of Attorney after Registered Development Agreement the Developer herein obtained a sanctioned building plan bearing No. **SWS-OBPAS/2207/2023/1532/ALT/1** dated **25.07.2023** from Rajpur Sonarpur Municipality in respect of the First Schedule premises;

IX. The Said Land is earmarked for the purpose of building a residential project, comprising flats and the said project shall be known as **AASHRAY SHINE**;

X. The Rajpur Sonarpur Municipality has granted the commencement certificate to develop the Project vide approval dated bearing no. SWS-OBPAS/2207/2023/1532/ALT/1 dated 25.07.2023;

XI. The Purchaser herein after inspecting all the legal papers, sanctioned plan and position of the building approached the Developer to purchase the Flat Being No., at the Floor measuring about sq. ft. super built-up area along with one car-parking space measuring about 135 sq. ft. useable area at the Ground Floor of the said building complex named as "AASHRAY SHINE" and together with the undivided proportionate share of land as morefully described in Second Schedule hereunder and it has been inter alia agreed between the parties by an Agreement for Sale dated that the Developer

would sale the aforesaid Flat and a car parking space to the Purchaser herein for a consideration of Rs...../- (Rupees) only with the undivided right, title and interest in the said land as described in First Schedule with all common facilities of ingress and egress as mentioned in Third Schedule hereunder and also taking the liabilities of the common expenses as mentioned in Fourth Schedule hereunder;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

That in pursuance of the said Agreement for Sale dated, and in consideration of the said total sum of Rs...../- (Rupees) only paid by the Purchaser to the Developer by way of full and final payment for the price of the said flat and a car parking space to be credited in the Developer account and the price of the proportionate share of land and common spaces also to be credited to the account of the Landowner/Developer and the rights and properties appurtenant thereto AND the Developer hereby as also by Memo of Receipt hereunder admit and acknowledge and of and from the payment of the same the Landowner/Developer forever release, discharge, acquit and exonerate the Purchaser the said flat, one car parking space and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Purchaser, the Landowner /Developer do hereby grant, sell, transfer, convey, assign and assure AND the hereby confirms the said sale and transfer of the said properties unto and in favour of the Purchaser ALL THAT the Flat and car-parking space as stated in the Second Schedule of the said building named as "AASHRAY SHINE" together with undivided proportionate share in the land morefully and particularly mentioned and described in the Second Schedule hereunder and Together with the rights and properties

appurtenant thereto (which inter-alia include the proportionate undivided share or interest in the land at the said premises described in the First Schedule hereunder and also the undivided proportionate share or interest in the common parts and/or portions of the Building and also the easement, more fully described in Third Schedule hereto) hereinafter collectively called the PROPERTIES TOGETHER WITH the rights of we and enjoyment of all existing other rights and liberties AND which shall at any time hereafter be added and found therewith and which were and shall be howsoever at any time otherwise be situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate, right, title, and/or interest of the Landowner/Developer in the aforesaid properties AND all deeds, paths, muniments of title whatsoever exclusively relating to the said Lands TOGETHER WITH proportionate right and/or share in roof, the said building and also together with like right/share in all passages, sewers, drains, pipes, benefits, advantages of all manner of former or other rights, liberties, privileges, appendages and appurtenances thereto and the easements and/or quasi-easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said properties all hereafter collectively called (“the property”) free from all encumbrances cheques and or alienation whatsoever TO HAVE AND TO HOLD the property including the flat and a car-parking space and Rights and properties appurtenant thereto and each and every part thereof unto and to the use of the Purchaser absolutely and forever as heritable and transferable immovable properties within the meaning of any law for the time being in force AND subject to the payment of all maintenance charges to the maintenance Association/agents engaged for carrying out the maintenance were and also all rents, taxes, assessments, rates dues and duties now chargeable upon the same or which may

hereafter become payable in respect of the said properties to the Government of West Bengal, Rajpur Sonarpur Municipality or any other concerned authorities and subject to the conditions that the said flat will be used only for residential purpose and also subject to the rights and obligations stated hereinafter.

THE LANDOWNER/DEVELOPER HEREBY COVENANT WITH THE PURCHASERS as follows:-

(i) That the interest which the Landowner/Developer and profess, transfer subsists and the Landowner /Developer and has good right, title, full power and absolute authority to grant, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the Landowner/Developer and hereby confirms the same unto and in favour of the Purchaser absolutely and forever.

(ii) AND THAT the Landowner/Developer and has not at any time done or executed or knowingly suffered or been party or privy to any deeds, documents or writing whereby the property i.e. the said flat and a car parking space the rights and properties appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title.

(iii) AND THAT the property (i.e. the said flat and a car parking space as stated in the Second Schedule, the land share and the rights and interest appurtenant thereto) is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigations, lispences, covenants, uses, trusts, made or suffered by the Landowner/Developer and or any person or persons arising or lawfully rightfully and/or equitably claiming any

estate or interest therein from under or in trust for the Landowner/Developer.

(iv) The Purchaser shall and may at all times hereafter peaceably and quietly enter upon and hold, occupy, possess and enjoy exclusively the property i.e. the said flat and a car parking space as stated in the Second Schedule together with undivided proportionate share of land and also enjoy the facilities commonly with others in respect of common areas in the Building and every part thereof and/or receive the rents, issues and profits thereof for her own use, without any suit, lawful eviction interruption, disturbance, claims or demands whatsoever from or by the Landowner/Developer and or any person or persons lawfully claiming or to claim through under or in trust for the Landowner/Developer and and all persons having or lawfully claiming any estate, right, or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by from under or in trust for the Landowner /Developer.

(v) That the Landowner/Developer and shall from time to time and at all times hereafter upon every reasonable requests and at all the cost of the Purchaser make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold, unto and to the use of the purpose.

(vi) **AND THAT** the Unit and the rights and properties appurtenant thereto is freely, clearly and absolutely acquitted, exonerated, released and for ever discharged from and by the Landowner/ Developer and unto and in favour of the Purchaser.

(vii) The Purchaser, shall hereafter, has the right to mutate their names in the Records of the Rajpur Sonarpur Municipality or any other authority or authorities concerned, as owner of the said flat and a car parking space rights and properties appurtenant thereto and also to pay the Municipal Rates and Taxes as may be assessed or imposed in respect of the said flat and a car parking space, rights and properties appurtenant thereto and until and unless the unit is separately assessed the Purchaser will pay proportionate share of rates and taxes.

(viii) The Purchaser shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the unit or therewith held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in Third Schedule hereunder written.

(ix) AND FURTHER THAT unless prevented by fire or some other irresistible accident the Landowner/Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser or at any hearing, suit, to the Purchaser and/or the agent/s of the Purchaser or at any hearing, suit, commission, examination or otherwise as occasions shall require the original documents and writings in respect of the Premises which the Landowner/Developer as the case may be, shall keep all such documents safe whole un-obliterated and shall not use any of such document from alienating and/or encumbering the said flat and a car parking space rights and properties in any manner whatsoever.

**AND IT IS HEREBY AGREED BY AND BETWEEN THE LANDOWNER
/DEVELOPER AND THE PURCHASERS** as follows:-

- (1) The Purchaser shall be entitled to all rights, privileges vertical and lateral supports, easements quasi-easements appendages and appurtenances whatsoever belong (or in any way appertaining to the said Flat and a car-parking space) or usually held used occupied or enjoyed or reputed so to be or know as part parcel thereof or appertaining thereto.
- (2) The Purchaser shall be entitled to the right or access in common with the Landowner/Developer and and/or other occupiers of the said building at the time and for all normal purposes connected with the use and enjoyed or the said building.
- (3) The Purchaser and their agent/s and nominees are also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment as the said Flat and a car parking space and pathways comprised with the said building therein contained shall permit the Purchaser or any person deriving title under the Purchaser and/or servants, nominees, employees invites be obstructed in anyway by parking vehicles deposit or materials rubbish or otherwise shall have free passage by any person or persons.
- (4) The Purchaser shall have the right of protection of the said Flat and a car parking space to be kept safe and perfect of all portions of the Flat including the entire premises.
- (5) The Purchaser shall also be entitled to the right or passage in common as aforesaid of taking gas, electricity water through open spaces from and to the said Flat through pipes, drainage, wires laying or being in under through or over of the said building and

premises so far may be reasonable necessary for the beneficial occupation of the said Flat and a car-parking space for the purpose whatsoever.

(6) The Purchaser shall have the right with or without workmen and necessary materials to enter from time to time for the purpose of repairing so far as may be necessary, such pipes, drains etc. mentioned aforesaid and for the purpose of building repair or draining and part or parts of the said Flat in so far as such repairing or cleaning as aforesaid cannot be reasonable carried out without such entry.

THE PURCHASERS DO TH HEREBY COVENANT WITH THE LANDOWNER/DEVELOPER as follows:-

i) The Purchaser shall observe, fulfil and perform all the covenants hereunder written including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the said flat, a car parking space and common expenses and all other outgoing described in the Fourth Schedule hereunder proportionately.

ii) The Purchaser shall not raise any unreasonable objection in respect of the said flat, car parking space and put any requisition concerning the nature, scope and extent thereof.

iii) The Purchaser shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions and all other outgoing in respect of the said flat and a car parking space after getting it completed through the Developer as an exclusive contractor and the rights and properties appurtenant thereto from the date of delivery of possession of the said flat a car-parking space after its completion and the rights and properties.

iv) The Purchaser shall apply for and have the said flat and a car-parking space, rights, and properties mutated in their names and separately assessed for the purpose of assessment of Municipal rates and taxes.

v) Until such time the said flat and a car-parking space the rights and properties in the Building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the Purchaser shall deposit the same with the Landowner/Developer, until the Association is formed by the Landowner/Developer and takes over actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and rates.

vi) Upon separation and/or mutation of the said flat, a Car parking space and the rights and properties for the purpose of liability of Municipal Rates and taxes and impositions the Purchaser shall pay such Tax, impositions as may be assessed in respect of the said flat and the rights and properties directly to the Rajpur Sonarpur Municipality.

vii) The Purchaser shall also bear and pay all other taxes and impositions as are levied or may be levied further including multi-storied Building Tax, Urban Land Tax, if any, water tax etc. in respect of the Building and the said flat proportionately.

viii) The Purchaser shall also be liable to pay the penalty, interests, costs charges and expenses and in respect of any such taxes or impositions, proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchaser in complying with their obligations, hereunder concerning

the payments and/or deposit or amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchaser will accrue with effect from the date of registration/possession (whichever is earlier) of the said flat and the rights and properties by the Landowner /Developer to the Purchaser.

ix) The Purchaser hereby undertakes to enter as a member of the Flat owners Association to be formed by the Landowner/Developer in the Newly constructed Building appurtenant thereto for the purpose of proper management, control of the common parts and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Purchaser undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Purchaser shall co-operate with the Landowner/ Developer and thereafter with the Landowner' Association and pay his proportionate share of Municipal rates and taxes along with proportionate share of common expenses.

x) The Association and the co-Landowner in the Building shall remain liable to indemnify and keep indemnified the Landowner /Developer for all liabilities due to non-fulfilment of their respective obligations hereunder.

xi) The Purchaser shall at their own costs and expenses be entitled to repair, addition, alterations, modifications, plaster, white washing, painting, inside wall of the said flat and shall keep the said flat and every part thereof, fittings and fixtures therein or exclusively for the unit comprised therein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place for residential purpose.

THE PURCHASER SHALL NOT DO THE FOLLOWING IN CONNECTION WITH THE USE AND ENJOYMENT OF THE FLAT AND COMMON PARTS THEREOF:

- i.** Not to interfere with or hinder or obstruct in any manner whatsoever in the construction of the said Building or any part thereof by the Landowner/Developer.
- ii.** Not to refuse to pay from the time after completion /handing over of the said flat proportionate share of the common expenses as will be required.
- iii.** Not to do anything whereby the Landowner/Developer's right and liberty is affected.
- iv.** Not to throw any rubbish or stone or any article or combustible goods in the common parts.
- v.** Not to carry on any obnoxious, noisy offensive, illegal or immoral activities in the said flat and a car-parking space.
- vi.** Not to cause any nuisance or annoyance to the co-occupants of the other portions of the said Building.
- vii.** Not to decorate or paint or otherwise alter the exterior wall of the said flat or common parts of the buildings in any manner.
- viii.** Not to put any different colour lights in balcony other than the predefined one for the purpose of harmony of elevation.
- ix.** Not to use the car-parking area for any other purpose.
- x.** Not to hinder the dependent car parking Landowner in moving their cars and to cooperate them as and when

required and keep the car keys with the common security guards for smooth movement of the cars.

- xi.** Not to obstruct in any manner the Landowner/Developer in construction of other blocks or transferring any right in or on the land, building or other flat and a car-parking space etc.
- xii.** Not to claim any partition or sub-division of the said land or the common parts.
- xiii.** Not to block any common passage, so long the utility provided to the Purchaser and occupiers is not obstructed and/or hampered in the event of ingress and egress.

THE LANDOWNER/DEVELOPER AND THE COVENANTS

WITH THE PURCHASER THAT:-

- i. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements and quasi easements and appurtenances whatsoever belonging or in anywise appertaining to the said flat or therewith usually held occupied or enjoyed or refused or known as part and parcel of the said flat excepting the rights of easements and quasi easements reserving unto the Vendor.
- ii. The right of access in common with the Landowner and other flat Landowner and occupiers of the building at all times for peaceful enjoyment possession and use of the said flat.
- iii. The right of protection of the said flat by or from all parts of the building so far as they now protect the same.
- iv. Right of passage in common as aforesaid of electricity, telephone, telex and common services from and to the said

flat through the cables already laid by the Developer for the purpose and so far as shall be necessary for the beneficial enjoyment of the said flat and for all lawful purposes whatsoever.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land)

ALL THAT piece and parcel of land measuring an area of about **4 (four) cottahs 7 (seven) chittacks 10 (ten) sq. ft.** be the same a little more or less in Mouza- Tentulberia, J.L. No.- 44, R.S. Khatian No.- 268 & 69, L.R. Khatian No. 181, R.S. Dag No. 835 & 836, corresponding to L.R. Dag No.- 851 & 852, **Holding No. 254, Purba Tentulberia**, under Additional District Sub. Registrar- Garia (previously Sonarpur) and Police Station- Narendrapur (previously Sonarpur), under Ward No.- 4 of Rajpur Sonarpur Municipality, District- South 24 Parganas and the said land is butted and bounded as follows :- (adjacent to Purba Tentulberia Road).

ON THE NORTH : By R.S. Dag No. 852 & 853;

ON THE SOUTH : By R.S. Dag No. 835 (P) & 836 (P);

ON THE EAST : By 16 feet wide Municipal Road;

ON THE WEST : By R.S. Dag No. 837;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the flat and a car-parking space)

ALL THAT the Flat No. situated on the Floor measuring more or less sq. ft. super built up area and along with one covered car parking space measuring about 135 sq. ft. at the Ground Floor of the said G+3 storied building named as **“AASHRAY SHINE”** together with the undivided proportionate share of land in the

Holding No. 254, Purba Tentulberia, which is more fully and particularly described in the First Schedule written hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas and Facilities)

1. Paths, passages and driveways in the Building earmarked by the Developer as common for all Flat owners.
2. Lift and staircase lobby and landings with stair cover and lift room on the roof of the new building/s.
3. Water pump with motor and with water distribution pipes save those inside any flat to the overhead water tank of each building and room if any for installing the water pump and motor.
4. Underground Water Reservoir and Overhead water tanks with distribution pipes there from connecting to different units and from the underground water reservoir to the overhead tanks.
5. Electrical wiring and fittings and other accessories for lighting the staircase lobby and landings and other common areas.
6. Electrical installations including transformer and substation (if any) for receiving electricity to supply and distribute amongst the Unit Holders with electrical room.
7. Water waste and sewerage evacuation pipes from the flats/ units to drains and sewers common to the building.
8. Drain and Sewerage Pipes from the Building Complex to the municipal duct.
9. Boundary walls and Main gate to the premises and building.
10. The roof of the building.

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 roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the block and enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space at the said land, main entrance and exit gates, lift/elevators, landings and staircases of the said block and enjoyed by the Purchaser or used by him in common as aforesaid and the boundary walls of the land, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said land so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
- 2. OPERATIONAL :** All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator, Fire Fighting equipments and accessories, Security Systems, Deep Tube Well etc.) and also the costs of repairing, renovating and replacing 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, liftman etc.) including their bonus and other emoluments and benefits.

4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Owner or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the land (save those assessed separately in respect of any Unit).
6. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
8. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Owner and/or the Association for the common purposes.

IN WITNESS WHEREOF the parties abovenamed have hereunto set and subscribed their respective hands to these presents on the day month and year first above written.

SIGNED AND DELIVERED by the Parties above-named in presence of:-

WITNESSES :

1.

Signature of the Landowner

2.

Signature of the Developer

Signature of the Purchaser

MEMO OF CONSIDERATION

RECEIVED the sum of **Rs...../-(Rupees.....)**
only from the within named Purchaser as per the Memo below :-

Cheque No.	Bank	Date	Amount
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WITNESSES :

1.

Signature of the Developer

2.

Drafted by –

Dibakar Bhattacharjee
Advocate
High Court, Calcutta