

## DEED OF SALE

THIS DEED OF SALE IS MADE ON THIS THE  
DAY OF , 2019 (TWO THOUSAND  
AND NINETEEN) ANNO DOMINI

BY AND BETWEEN

SMT. SHATHI DATTA GUPTA ALIAS SHATHI DUTTA GUPTA, (PAN - AIQPD 2462 F) (AADHAR 8160 2941 9075), daughter of Late Pratap Chandra Dutta Gupta, by religion Hindu, by nationality Indian, by occupation Business, residing at Niranjana Pally 'A' Block, Police Station Regent Park, Kolkata-700070, District: South 24-Parganas, hereinafter jointly called and referred to as the LAND OWNERS (which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include her heirs, successors, executors, administrators, legal representatives, assignees) of the FIRST PART and being represented by her Constituted Attorney M/S. NIRMAL BUILDERS, a Proprietorship Business, having its Office at 11 Hari Sava Math, Brahmapur, near Agradoot Club, Post Office Bansdrani, Police Station Bansdrani (previously Regent Park), Kolkata-700070, District: South 24-Parganas and being represented by its Sole Proprietor SRI NIRMAL DEBNATH, son of Sri Fatick Debnath, by religion Hindu, by nationality Indian, by occupation Business and residing at 19, Jubilee Park, Post Office Brahmapur, Kolkata-700096, Police Station Bansdrani (previously Regent Park), District: South 24 Parganas, (vide a General Power of Attorney for Development dated 21.05.2018, which has been registered at the Office of the Additional District Sub-Registrar at Alipore and recorded in Book No. I, Volume No.1605 - 2018, from 103980 to 104005 pages and being known and numbered as the Document No.160503197 for the year 2018).

AND CONFIRMED BY

M/S. NIRMAL BUILDERS, a Proprietorship Business, having its Office at 11 Hari Sava Math, Brahmapur, near Agradoot Club, Post Office Bansdrone, Police Station Bansdrone (previously Regent Park), Kolkata-700070, District: South 24-Parganas and being represented by it's Sole Proprietor SRI NIRMAL DEBNATH (PAN ADTPD 5129 R) (AADHAR 5519 5057 4722), son of Sri Fatick Debnath, by religion Hindu, by nationality Indian, by occupation Business and residing at 19, Jubilee Park, Post Office Brahmapur, Kolkata-700096, Police Station Bansdrone (previously Regent Park), District: South 24 Parganas, hereinafter called and referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's Proprietor's heirs, executors, successors, administrators and legal representatives and assigns) of the SECOND PART.

TO AND IN FAVOUR OF

..... (PAN :..... ) (AADHAR ..... ), son of ..... , by occupation ..... by Religion Hindu, by nationality Indian and residing at ..... , Post Office ....., Police Station ....., Kolkata - ....., District South 24 Parganas, hereinafter called and referred to as the PURCHASER (which term or expression unless excluded by and repugnant to the contest shall mean and include his heirs, successors, executors, legal representatives, administrators and assigns) of the THIRD PART.

WHEREAS one Golap Moni Dasi, was the sole and absolute owner of a piece and parcel of land measuring about 1.75 decimals lying and situated at District-South 24 Parganas, Police Station-Regent Park, (previously Tollygunge thereafter Jadavpur) Additional District Sub-Registry office at Alipore, Pargana Magura, Touzi No.63 & 64, J.L. No. 45, R.S. No.381, Mouza Bansdroni, appertaining to Khatian No.481, comprising Dag No.770.

During her sole, absolute and peaceful possession and enjoyment of the said property the said Golap Moni Dasi on receipt of a fair consideration amount and by virtue of execution and registration of a deed of Sale, sold and/or conveyed her entire property to and in favour of one Regent Park Estate Limited. The said deed has been registered at the office of the Sub-Registry office at Behala and recorded in Book No. - I, Volume No. 25, from 92 to 97 pages and being known and numbered as the Deed No. 1673 for the year 1955.

On and from the date of the purchase of the said property the said Regent Park Estate Limited started to possess and enjoy the said property solely and absolutely and without any disturbance and/or hindrance from anybody.

AND WHEREAS during its sole, absolute and peaceful possession and enjoyment of the said property , the said Regent Park Estate Limited sold and /or conveyed ALL THAT the piece and parcel of land measuring about 55 decimals out of its entire property lying and situated at District-South 24 Parganas, Police Station- Regent Park, (previously Tollygunge thereafter Jadavpur) Additional District Sub-Registry office at Alipore, Pargana Magura, Touzi No.63 & 64, J.L.

No. 45, R.S. No.381, Mouza Bansdroni, appertaining to Khatian No.481, comprising Dag No.770, by virtue of an execution and registration of a Deed of Sale dated 04.08.1961. The said deed has been registered in the office of the Sub-Registry office at Alipore and recorded in Book No. - I, Volume No. 128, from 98 to 101 pages and being known and numbered as the Deed No. 6553 for the year 1961, to and in favour of One Shaktipada Singha.

On and from the date of the purchase of the said property the said Shaktipada Singha started to possess and enjoy the said property solely and absolutely and without any disturbance and/or hindrance from anybody.

AND WHEREAS during his sole, absolute and peaceful possession and enjoyment of the said property, the said Shaktipada Singha sold and /or conveyed ALL THAT the piece and parcel of land measuring about 36 decimals out of his entire property lying and situated at District-South 24 Parganas, Police Station- Regent Park, (previously Tollygunge thereafter Jadavpur) Additional District Sub-Registry office at Alipore, Pargana Magura, Touzi No.63 & 64, J.L. No. 45, R.S. No.381, Mouza Bansdroni, appertaining to Khatian No.481, comprising Dag No.770, by virtue of an execution and registration of a Deed of Sale dated 27.11.1965. The said deed has been registered in the office of the Sub-Registrar Alipore and recorded in Book No. - I, Volume No. 167, from 133 to 135 pages and being known and numbered as the Deed No. 8890 for the year 1965, to and in favour of One Prakash Kumar Dey.

On and from the date of the purchase of the said property the said Prakash Kumar Dey started to possess and enjoy the said

property solely and absolutely and without any disturbance and/or hindrance from anybody.

AND WHEREAS during his sole, absolute and peaceful possession and enjoyment of the said property , the said Prakash Kumar Dey sold and /or conveyed ALL THAT the piece and parcel of land measuring about 36 decimals lying and situated at District - South 24 Parganas, Police Station - Regent Park, (previously Tollygunge thereafter Jadavpur) Additional District Sub-Registry office at Alipore, Pargana Magura, Touzi No.63 & 64, J.L. No. 45, R.S. No.381, Mouza Bansdroni, appertaining to Khatian No.481, comprising Dag No.770, by virtue of an execution and registration of a Deed of Sale dated 15.02.1966. The said deed has been registered in the office of the Sub-Registrar Alipore and recorded in Book No. - I, Volume No. 37, from 91 to 94 pages and being known and numbered as the Deed No. 153 for the year 1966, to and in favour of One Keshab Chandra Karmakar.

On and from the date of the purchase of the said property the said Keshab Chandra Karmakar started to possess and enjoy the said property solely and absolutely and without any disturbance and/or hindrance from anybody.

AND WHEREAS during his sole, absolute and peaceful possession and enjoyment of the said property , the said Keshab Chandra Karmakar sold and /or conveyed ALL THAT the piece and parcel of land measuring about 05 Cottah 03 Chittaks 02 Sq.ft. out of his entire property lying and situated at District-South 24 Parganas, Police Station- Regent Park, (previously Tollygunge thereafter

Jadavpur) Additional District Sub-Registry office at Alipore, Pargana Magura, Touzi No.63 & 64, J.L. No. 45, R.S. No.381, Mouza Bansdroni, appertaining to Khatian No.481, comprising Dag No.770, by virtue of an execution and registration of a Deed of Sale dated 05.03.1982. The said deed has been registered in the office of the District Sub-Registrar Alipore and recorded in Book No. - I, Volume No. 74, from 112 to 119 pages and being known and numbered as the Deed No. 2723 for the year 1982, to and in favour of One Papia Dutta.

On and from the date of the purchase of the said property the said Papia Dutta started to possess and enjoy the said property solely and absolutely and without any disturbance and/or hindrance from anybody

AND WHEREAS during her sole, absolute and peaceful possession and enjoyment of the said property , the said Papia Dutta sold and /or conveyed ALL THAT the piece and parcel of land measuring about 05 Cottah 03 Chittaks lying and situated at District-South 24 Parganas, Police Station- Regent Park, (previously Tollygunge thereafter Jadavpur) Additional District Sub-Registry office at Alipore, Pargana Magura, Touzi No.63 & 64, J.L. No. 45, R.S. No.381, Mouza Bansdroni, appertaining to Khatian No.481, comprising Dag No.770, by virtue of an execution and registration of a Deed of Sale dated 05.02.1992. The said deed has been registered in the office of the District Sub-Registrar Alipore and recorded in Book No. - I, being known and numbered as the Deed No. 1895 for the year 1992, to and in favour of One Ashit Malakar.

On and from the date of the purchase of the said property the said Ashit Malakar started to possess and enjoy the said property solely and absolutely and without any disturbance and/or hindrance from anybody.

AND WHEREAS the Land Owner has become the sole and absolute Owner and Possessor, in respect of the property measuring about 05 (Five) Cottahs 03 (Three) Chittacks, within the District : South 24-Parganas, Police Station Regent Park, Additional District Sub Registrar at Alipore, Pargana Magura, Touzi No.63 & 64, J.L. No. 45, R.S. No.381, Mouza Bansdroni, appertaining to Khatian No.481, comprising Dag No.770, against payment of a fair consideration amount as also by virtue of a Bengali Deed of Sale dated 25.02.1992, executed by the then sole and absolute Owner of the same namely Asit Malakar (son of Sunil Chandra Malakar), which was registered at the Office of the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No.63, from 48 to 55 pages and being known and numbered as the Deed No. 3223 for the year 1992.

By virtue of the said Deed, the Land Owner became the sole and absolute Owner in respect of the property and started to possess and enjoy the property solely and absolutely and without any disturbance and/or hindrance from anybody and also mutated her name in the books and records of the competent Authority of the then Calcutta Municipal Corporation and started to pay the tax and other payables regularly and as per the records of the Municipal Authority the said property has become known and numbered as the Premises No. 221,



Niranjan Pally 'A' Block and started to be assessed under the Assessee No. 31-113-16-0221-6.

It is to be mentioned here that although the property as purchased by the said Smt. Shathi Dutta Gupta has the measurement of about 05 (Five) Cottahs 03 (Three) Chittacks, but the same was inclusive of some portion to be utilized for laying out the adjacent road and thereby after laying out the adjacent road the net possessable physical measurement of the property has become 04 (Four) Cottahs 15 (Fifteen) Chittacks, which is the subject matter of the instant agreement.

AND WHEREAS during her such sole, absolute and peaceful possession and enjoyment of the said property, the said Land Owner herein - named, out of utmost financial crisis, has decided to develop her above mentioned property, by raising and/or constructing a multi-storied building thereon, for the purpose of better use & utilization of the said land. But not having so much fund, man-power, set-up and experience to materialize her desire, she has started to search out for suitable Developer to materialize her desire and therefore made contact with a Developer namely M/S. NIRMAL BUILDERS and decided to appoint the Developer for the sole purpose of promoting the said land.

Subsequently, the Land Owner herein - named has entered into an Agreement for Development with the above named Developer i.e. M/S. NIRMAL BUILDERS on 16.08.2013, which has been registered at the Office of the District Sub Registrar I, at Alipore and recorded

in Book No. I, CD Volume No. 15, from 3010 to 3030 pages and being Deed No. 03452 for the year 2013.

AND WHEREAS on the basis of the said Agreement for Development dated 16.08.2013, the Developer has taken the initiation to prepare a Building Plan through its deputed Engineer and submitted the same before the Competent Authority to get the Sanction of the same. Subsequently, after compliance of all the provisions as per the requirement of the Kolkata Municipal Corporation has sanctioned the Building Plan vide Building Permit No. 182/15-16, dated 31.07.2015, under P/Case No. 2015110031, for raising a G + Three Storied building there on the said Premises and accordingly the Developer Concern started to raise and/or construct the proposed building.

Subsequently, the Land Owner and the Developer, after getting the necessary building Sanction Plan, have decided to demarcate their Allocation and for the same they have executed and registered a Power of Attorney incorporating all the terms and conditions. The said General Power of Attorney for Development dated 21.05.2018 has been registered at the Office of the Additional District Sub - Registrar at Alipore and recorded in Book No. I, Volume No. 1605 - 2018, from 103980 to 104005 pages and being known and numbered as the Document No. 160503197 for the year 2018.

AND WHEREAS in the meantime, on the basis of the sanction plan and Development Agreement and Development Power of Attorney, the Developer has completed the entire G + Three Storied Building in all respect and now decided to take booking by the

intending Purchaser/s, out of the Developer's Allocation and getting knowledge about the decision of the Developer as also being desirous to purchase and book one self-sufficient residential Flat, along with all the common rights, facilities, amenities, liberties and liabilities together with the proportionate share and interest in the land under the building, the Purchaser herein named have inspected all the documents and papers and being satisfied with the right, title and interest of the Land Owner and the Authority of the Developer in respect of disposal of it's allocation, the Purchaser herein named have placed a proposal before the Developer herein to purchase ALL THAT the self - sufficient residential Flat, on the ..... side of the ..... Floor, measuring the super built-up area of about ..... (.....) Sq. Ft., which is more fully described under Schedule 'C' below, at or for the total price and/or consideration of Rs. ....../- (Rupees .....) only.

Finding the proposal as an acceptable one, the Developer herein named has decided to sell ALL THAT the self - sufficient residential Flat, on the ..... side of the ..... Floor, measuring the super built-up area of about ..... (.....) Sq. Ft., out of the G + Three storied building, consisting of ....., constructed and lying on the plot of land as mentioned under the Schedule 'A' herein above and being known & numbered as the Premises No. 221, Niranjani Pally 'A' Block, Kolkata - 700070, of the G + Three storied building, which is more-fully described under the Schedule - "C" hereunder and shown in the annexed Plan by RED Border Line, to and in favour of the Purchaser herein-named, at or for a lump sum price and/or consideration of Rs.

...../- (Rupees ..... ) only, together with the undivided proportionate share of land and premises along with all the easement rights, privileges and benefits as also the common facilities, amenities and rights as provided to all the Purchaser, subject to the stipulations and conditions to be followed and/or observed by the Purchaser herein along with the other co-owners of the said building. And for the same the Parties have entered into an Agreement for Sale and the Purchaser herein-named have started to pay the said consideration amount.

Subsequently, after making arrangement of money towards payment of the residue portion of the settled consideration amount as also the required expenses for the purpose of execution and registration of the required Deed of Conveyance, the Purchaser herein named have requested the Developer herein named to handover the possession of the said Flat and to execute the required Deed of Conveyance and to make the same registered to conclude the transaction, after receiving the residue portion of the settled consideration amount, on which the Developer concern herein named has agreed.

AND HENCE THIS DEED OF SALE.

NOW THIS DEED OF SALE WITNESSETH that in pursuance to the said Agreement for Sale and in consideration of the said sum of Rs. ..../- (Rupees ..... ) only, well and truly paid by the Purchaser to the Developer on or before the execution of these presents as per Memo of Consideration attached herewith and the Developer herein, of and from the same and every part thereof does

hereby acquit, release, exonerated and forever discharge the Purchaser as well as the said Flat, as more fully described in the Schedule -"C" hereunder written and every part thereof hereby sold A N D the Land Owner does hereby sell, grant, transfer, convey, assign and assure unto and in favour of the Purchaser herein, free from all sorts of encumbrances and the Developer does hereby confirm the said transfer of ALL THAT the self - sufficient residential Flat, on the ..... side of the ..... Floor, measuring the super built-up area of about ..... (.....) Sq. Ft., out of the G + Three storied building, constructed & lying on the plot of land as mentioned under the Schedule 'A' herein above and being known & numbered as the Premises No. 221, Niranjana Pally 'A' Block, Kolkata - 700070 as more fully and particularly mentioned in the Schedule - "C" hereunder written ALONG WITH all easement and quasi-easement rights and benefits for the use and enjoyment of the said Flat TOGETHER WITH the right to use the common areas, facilities, amenities and installations and other fittings and fixtures in the said building as more-fully described in the Schedule-"D" hereunder written in common with all other Owners/Occupiers of the said building for the purpose of uninterrupted egress and ingress and for other beneficial use and enjoyment of the said land, building and premises (the Flat, as mentioned above, is more-fully and particularly shown in the Plan or Map annexed hereto and therein bordered with RED colour and hereinafter referred to as the "Said Unit"), free from all encumbrances, charges, liens, *lispendens*, claims, demands, liabilities, acquisitions, requisitions, alignments and trust WHATSOEVER OR HOWSOEVER OTHERWISE the said Unit or Flat or

Premises or any part thereof, now are or is hereafter or heretofore was or were situated, butted, bounded, called, known, numbered, described and/or distinguished TOGETHER WITH structures, walls, yards, paths, passages, court yards, ways, sewers, drains, water, water courses, lights, rights, liberties, privileges, easements, benefits, advantages and appurtenances whatsoever thereto or therewith usually held, used, occupied, enjoyed, reputed to know as part and parcel thereof or appurtenant thereto, the said land, premises or unit hereby sold, conveyed, transferred, assured and assigned UNTO AND TO the Purchaser herein and reversion or reversions, remainder or remainders and rents, issues and profits thereof and all estate, right, title, interest, inheritance, trust, use, possession, property, claim and demand whatsoever both at Law and in Equity of the Land Owner as also the Developer into, upon and every manner or condition of the said land, premises or unit hereby conveyed, transferred and assured unto and to the use of the Purchaser and every part thereof TOGETHER WITH all deeds, pattahs, muniments, writings, evidences of title and all other documents exclusively relating to or concerning the said land, building, Flat and premises or any part thereof which now are or at any time hereafter shall or may be in the care, custody or power or possession of the Land Owner or the Developer or any person or persons from whom the Land Owner or the Developer or any other person/s from whom they can or may procure the same without any action or suit at Law or in Equity TO HAVE AND TO HOLD the said land, building, premises and Flat, more-fully described in the Schedule 'C' hereunder written and hereby sold, granted, transferred, conveyed, assigned or assured

or expressed or intended so to be unto and to the use or benefit of the Purchaser herein, absolutely and forever as and when and for an absolute and indefeasible and perfect estate analogous thereto and without any manner or condition, use, trust or other things whatsoever to alter, defeat, encumber and make void the same A N D free from all encumbrances, charges, liens, claims, demands, liabilities, trust, acquisition, requisition and alignment/s whatsoever.

AND THE LAND OWNERS ALONG WITH THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER HEREIN AS FOLLOWS:-

- a) That notwithstanding any act, deed, matter or thing whatsoever by the Land Owner and the Developer done or executed or knowingly suffered by them to the contrary, they lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby sold, granted, transferred and conveyed or expressed or intended so to be and every part thereof for a perfect and indefeasible and absolute title or estate of inheritance without any manner or condition, use, trust or things whatsoever to alter, defeat, encumber or make void the same.
- b) That notwithstanding any such act, deed, matter or thing whatsoever as aforesaid, the Land Owner and the Developer have good right, full power and absolute authority or indefeasible title to sell, grant, transfer, convey, assign and assure the said property hereby sold, granted, transferred and conveyed or expressed and/or intended so to be unto and to the use of the Purchaser in the manner aforesaid.
- c) That the said Flat and the undivided proportionate share or interest in the land comprised in the said premises is free from all

charges, encumbrances, liens, *lispendens* or any attachments whatsoever and that the said land, messuage and premises, as per the knowledge of the Land Owner and the Developer herein, is not subject to any litigation and there is no case, suit or proceeding is pending before any Court of Law against the said Unit and the said impartible, undivided and proportionate share or interest in the land comprised in the said premises.

d) That the Purchaser shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said property and/or unit hereby sold, granted or conveyed, subject to payment of proportionate costs and expenses for maintaining the said building and will be eligible to receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrances, claims or demands whatsoever by the Land Owner or the Developer or any person or persons having lawfully or equitably claiming any right, title and interest whatsoever from, under or in trust for them.

e) The Land Owner, along with the Developer and all persons having lawfully or equitably claiming any estate, right, title or interest whatsoever in the said property or any part thereof, from under or in trust for him and will from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchaser or her heirs and/or successors and/or assignees, make, do and execute or caused to be done and executed all such further and other lawful and reasonable acts, deeds, things and assurances whatsoever for further, better and more perfectly assuring and conveying the said property and every part thereof and the said impartible, undivided and proportionate share and interest in the



land comprised in the said premises unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.

f) That the Land Owner and the Developer shall and will at all times hereafter indemnify and keep the Purchaser indemnified of, from and against any and/or every types of losses and/or sufferings whatsoever the Purchaser may suffer in future for any type of action or any defect in the title of the Land Owner to the said property or for any encumbrances to which the said property is, can or may be the subject to.

g) That the said Premises is neither hit by the provisions of the Urban Land (Ceiling and Regulations) Act, 1976 nor the same is hit by the provisions of the Calcutta Thika Tenancy Act nor any notice for acquisition or requisition has ever been served upon any of the Land Owner.

AND FURTHER the Land Owner and the Developer do hereby covenant with the Purchaser that it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to have and to hold and enjoy the said Flat, including impartible, undivided and proportionate share in the land and premises and all the easement rights and that the Purchaser shall be entitled to sell, transfer, convey, lease out, let out or deal with or dispose of the said property including the undivided proportionate share of land and premises to any other person, at any price as may be decided by the Purchaser, which he shall deem proper AND ALSO without any interruption, disturbances, claims or demands from or by the Land Owner or the Developer or any other person or persons claiming

through, under or in trust for them but must be along with all the covenants, liabilities and responsibilities as set-forth in this document.

The Purchaser shall apply for and get his name mutated as the Owner in respect of the said Flat, in the books and records of the Kolkata Municipal Corporation and will may also obtain separate assessment of the said property or unit hereby sold.

THE PURCHASER DOES HEREBY COVENANT WITH THE LAND OWNER AS ALSO THE DEVELOPER AS FOLLOWS :-

- a) The Purchaser shall hold, occupy, own and enjoy the said undivided, proportionate and impartible share or interest of the land hereby sold and conveyed in common and inconsistent with the rights and interests of the Owners and/or Occupiers of other undivided shares in the said premises and all other persons lawfully entitled to the use the common areas and facilities now exist or hereafter to be existed in the said premises and to pay proportionate share of maintenance cost of the common facilities and/or amenities to be used and enjoyed by the Purchaser.
- b) The Purchaser does hereby undertake to pay the proportionate share of tax as assessed by the Competent Authority of the Kolkata Municipal Corporation, until the property sold under this Deed, is assessed separately and on and from that date onwards the Purchaser herein named will remain solely liable and/or responsible for the payment of the same directly to the Competent Authority.
- c) To keep the property sold under this instant Deed in good and reasonable condition.

- d) The Purchaser shall not claim any right, title or interest excepting the property purchased by him.
- e) The Purchaser shall become and remain member of the Association or Society to be formed in future.
- f) The Purchaser shall observe and perform strictly the terms and conditions, bye-laws and rules and regulations of the Association/Society to be formed in future.
- g) The Purchaser may use the property sold and conveyed for the purpose as required by him, but obviously without creating any obstruction towards the peaceful use and enjoyment of the respective property by the other Occupiers of the building and obviously with the proper permission and/or license from the Competent Authority and the Owners and/or Occupiers of the Other Part of the premises will have no right to oppose for anything in that respect illegally.

IT IS FURTHER AGREED BY AND BETWEEN THE LAND OWNER, DEVELOPER AND PURCHASER AS FOLLOWS :-

- a) That the undivided, proportionate share in the land of the said premises and the property hereby sold, transferred, conveyed, granted, assured and assigned unto and in favour of the Purchaser shall always remain impartible.
- b) The Purchaser shall not throw or accumulate or allow to be thrown or accumulated any rubbish, tit-bits, night soils, etc., and various unused materials in the common areas, passages, except the place fixed for the same.
- c) The Purchaser shall not create or permit to be created any annoyance or disturbance to the peaceful living of the other occupiers of the said premises but may do and/or perform any

needful and/or additional works for further protection and/or better enjoyment of his purchased portion or the approach towards that portion at his own cost and without creating any such disturbances to the common right of use of the other Owners and Occupiers of the premises.

d) Proportionate costs and expenses for maintaining, repairing, renovating and decorating etc., of the main structure and in particular main gate, drains, water pipes, electric wire, in, under or upon the said building enjoyed and used by the Purchaser in common with other Owners of the said building and also the entrance, passage, path ways, drive ways, boundary walls and compounds etc., of the said land, building and premises.

e) Proportionate costs of cleaning and lighting the passage, main entrance, drive ways and other common parts of the building as enjoyed and used with the other Owners commonly.

f) Proportionate share towards the salaries and wages of watch man, sweepers etc.

g) The Purchaser must not individually and without consulting with the other co-owners or other occupiers of the building, paint the outer portion of his property.

SCHEDULE 'A'  
(TOTAL LAND PROPERTY)

ALL THAT the piece and parcel of Bastu land, measuring about 04 (Four) Cottahs 15 (Fifteen) Chittacks, within the District : South 24-Parganas, Police Station Regent Park, ADSR at Alipore, Pargana

Magura, Touzi No.63 & 64, J.L. No. 45, R.S. No.381, Mouza Bansdroni, appertaining to Khatian No.481, comprising Dag No.770, under the Kolkata Municipal Corporation Ward No.113 and being known & numbered as the KMC Premises No.221, Niranjan Pally 'A' Block, Kolkata - 700070 and being assessed under the Assessee No. 31-113-16-0221-6.

The property is butted & bounded by :

ON THE NORTH : 16' Wide Black Top Road ;

ON THE SOUTH : Property under Dag No. 770 ;

ON THE EAST : 20' wide Black Top Road and property under Dag No. 770 ;

ON THE WEST : 04' Wide Common Passage and property under Dag No. 770.

SCHEDULE 'B'  
(THE BUILDING)

ALL THAT the G + Three storied building which has been constructed as per the Building Plan vide Building Permit No. 182/15-16, dated 31.07.2015, under P/Case No. 2015110031, sanctioned from the Kolkata Municipal Corporation and consisting of several self-sufficient units and other Spaces.

No Lift facility in the building.

The building has been named as 'PRASHANTA'.

SCHEDULE 'C'  
(THE FLAT HEREBY SOLD UNDER THIS DEED OF SALE)

ALL THAT the self - sufficient residential Flat, on the ..... side of the ..... Floor, measuring the super built-up area of about ..... (.....) Sq. Ft., out of the G + Three storied building, consisting of ....., constructed & lying on the plot of land as mentioned under the Schedule 'A' herein above and being known & numbered as the Premises No. 221, Niranjana Pally 'A' Block, Kolkata - 700070, together with the undivided, unpartitioned & proportionate share & interest in the land as mentioned under the Schedule 'A' herein above along with all other common facilities and amenities as set-forth in the Schedule 'D' hereunder with the common liabilities as mentioned in Schedule 'E' hereunder with all other general, quasi easement and easement rights and liberties.

SCHEDULE 'D'  
(COMMON AREAS AND FACILITIES)

1. Boundary walls, parapet walls, common drain, sewerage system and common spaces.

2. Common Staircase.
3. Underground water reservoir, septic tank, overhead tank.
4. Room for Electric Meter and Pump motor.
5. Main entrance gate from public road to the said proposed building.
6. Entrance passage of the building to be the common entrance from Public Road to proposed building.
7. Water connection pipe lines.
8. Common egress and ingress to the other parts of the said proposed building.

SCHEDULE 'E'  
(COMMON EXPENSES)

- 1) All costs and maintenance, colour - washing, repairing, decorating, painting, repainting, renovating and replacing the common parts and also the outer walls of the said building.
- 2) Insurance premium for insuring the said building against earthquake, lightening, riot, damage and any other type of incidents and accidents etc.
- 3) All charges and deposits for common electric meter and also the cost of getting individual meter for electricity connection and other statutory expenses.
- 4) All litigation expenses for protecting the title of the said land and building.

IN WITNESS WHEREOF the Parties herein have set and subscribed their respective hands and signatures on the day, month and year above mentioned after going through the contents herein, understanding the meaning of the same and realizing the results thereof.

IN THE PRESENCE OF:

(1)

... As the Constituted Attorney of :  
SHATHI DATTA GUPTA  
\_\_\_\_\_  
SIGNATURE OF LAND OWNER

(2)

DEVELOPER

\_\_\_\_\_  
SIGNATURE OF THE

PURCHASER

\_\_\_\_\_  
SIGNATURE OF THE

Drafted and Prepared by me :





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SIGNATURE OF THE  
DEVELOPER

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