

DEED OF SALE

THIS DEED OF SALE is made on this the day of ,
2020 (TWO THOUSAND TWENTY).

BETWEEN

SMT. NILIMA DAM, (PAN- AWDPD8100F) (AADHAAR NO.265718834590), wife of Sri Asish Kanti Dam, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at Block No.2, Flat No.06, Govt. Housing Estate, P.O. Sodepur, P.S, Khardaha, Kolkata 700 110, hereinafter called and referred to as the **LANDOWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

The Vendor/Land Owner represented by his Constituted Attorney **M/S. VIRAAJ CONCRETE INDIA PVT. LTD., (PAN- AACCV0724B)** a Company registered under the Companies Act, 1956, having its registered office at C/26, Ramkrishna Upanibesh, P.S. Jadavpur, P.O. Regent Estate, Kolkata-70009?, represented by its Managing Director namely **SRI RAAJ DAS (PAN-ADGPD5530K) (AADHAAR NO, 948476993618)**, son of Late Sudhir Kumar Das, by faith Hindu, by Occupation Business, by nationality Indian, residing at 75/1, Hossainpur, P.O. Madurdaha previously EKTP, P.S. Ananadapur previously Tiljala, Kolkata 700107, by virtue of a registered General Power of Attorney dated day of, which was duly registered in A.D.S.R., Alipore, South 24 Parganas and entered in Book No.I, Volume No., Page from to, being No. for the year 2020.

AND

M/S.VIRAAJ CONCRETE INDIA PVT. LTD., (PAN - AACCV0724B) a Company registered under the Companies Act, 1956, having its registered office at C/26, Ramkrishna

Upanibesh, P.S. Jadavpur, P.O. Regent Estate, Kolkata-700092, represented by its Managing Director namely **SRI RAAJ DAS (PAN-ADGPD5530K) (AADHAAR NO. 948476993618)**, son of Late Sudhir Kumar Das, by faith – Hindu, by Occupation – Business, by nationality Indian, residing at 75/1, Hossainpur, P.O. Madurdaha previously EKTP, P.S. Ananapur previously Tiljala, Kolkata-700107, District South 24 Parganas, hereinafter referred as the **“DEVELOPER/VENDOR”**, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors-in-office, representatives and/or assigns) of the **SECOND PART**.

AND

_____, hereinafter collectively called and referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs, executors, administrators, legal representatives and/or assigns) of the **THIRD PART**.

A. WHEREAS:

1. the present **OWNER** herein is the absolute Owner of a plot of land measuring an area of **7 (Seven) Cottahs (more or less)** situated in **Mouza – Nayabad, J.L. No.25, Touzi No.56, comprising in R.S. Dag No.96, under R.S. Khatian No.146/1**, under P.S. Purba Jadavpur, within the jurisdiction of **K.M.C. Ward No.109, K.M.C. Premises No.3290, Nayabad, Assessee No.31-109-08-6446-8, Kolkata – 700 099** and the **OWNER** herein purchased above mentioned plot of land by virtue of a registered Deed of sale as

mentioned below.

2. By virtue of a registered Deed of Sale dated 14.03.1984, registered at District Sub-Registrar, Alipore, South 24 Parganas and recorded into Book No.1, Volume No. 105(x) at Pages No. 114 to 122 Deed No.3782, for the year 1984, the OWNER herein purchased one plot of land measuring an area of **7 (Seven) Cottahs (more or less)** situated in **Mouza – Nayabad, J.L. No.25**, R.S. No.3, Touzi Nos. 56, comprising in R.S. Dag No.96, under R.S. Khatian No.50, within P.S. Purba Jadavpur, from the previous Owner namely Smt. Namita Roy Banick, wife of Sri Dilip Roy Banick, residing at 2/1, Pallisree, P.S. Jadavpur, Kolkata – 700 040.
3. After purchase the **OWNER** herein recorded her name in the record of the Ld. B.L. & L.R.O., Kasba in connection with her entire purchased land measuring an area of 7 (Seven) Cottahs more or less and the Ld. B.L. & L.R.O. has issued the Mutation certificate in favour of the present Owner herein vide Mutation Case No.104 of 2010 and after B.L. & L.R.O. Mutation it has been established that the land is situated **in R.S. Dag No.96, under R.S. Khatian No.146/1 (instead of R.S. Khatian No.50), of Mouza – Nayabad, J.L. No.25.**
4. After purchase the **OWNER** herein recorded her name in the record of the K.M.C. known as **K.M.C. Premises No.3290, Nayabad, within Ward No.109, Assessee No.31-109-08-6446-8, Kolkata – 700 099** in connection with her entire purchased land measuring an area of **7 (Seven) Cottahs more or less.**
5. The present **OWNER** herein is now the absolute Owner of a plot of land measuring an

area of **7 (Seven) Cottahs more or less** situated in **Mouza - Nayabad, J.L. No.25,** Touzi No.56, comprised in **R.S. Dag No.96, under R.S. Khatian No.146/1,** under P.S. Purba Jadavpur, within the jurisdiction of **K.M.C. Ward No.109, K.M.C. Premises No.3290, Nayabad, Assessee No.31-109-08-6446-8, Kolkata - 700 099** and the entire property has been described in the **SCHEDULE - A** below.

6. The **OWNER** is very much desirous to construct a Ground plus Three storied building with lift facility on the said land measuring an area of **7 (Seven) Cottahs (more or less) in K.M.C. Premises No.3290, Nayabad, K.M.C. Ward No.109, Kolkata - 700 099** and to construct of a new building upon the said property. Upon knowledge of such desire the **DEVELOPER** has approached the **OWNER** for development of the said property and the **OWNER** has agreed to do so.
7. That the present Owner was desirous to develop the said premises by constructing a G+III storied residential Flat thereon through a Developer in accordance with the Flat plan to be sanctioned by Kolkata Municipal Corporation and the said owner has decided to construct a Flat containing several independent flats on the said premises due to paucity of fund and lack of infrastructure, the said owner approached the Developer to construct such Flat at the costs and expenses of the Developer or out of the funds to be produced by the Developer from the intending buyer or others on certain terms and conditions.
8. Relating on the aforesaid representation of the owner herein the Developer namely **M/S. VIRAAJ CONCRETE INDIA PVT. LTD., (PAN - AACCV0724B)** a Company registered under the Companies Act, 1956, having its registered office at C/26,

- Ramkrishna Upanibesh, P.S. Jadavpur, P.O. Regent Estate, Kolkata-700092, represented by its Managing Director namely **SRI RAAJ DAS (PAN-ADGPD5530K) (AADHAAR NO. 948476993618)**, son of Late Sudhir Kumar Das, by faith – Hindu, by Occupation – Business, by nationality Indian, residing at 75/1, Hossainpur, P.O. Madurdaha previously EKTP, P.S. Ananadapur previously Tiljala, Kolkata-700107 agreed to develop **7 (Seven) Cottahs more or less** situated in **Mouza – Nayabad, J.L. No.25, Touzi No.56**, comprised in **R.S. Dag No.96, under R.S. Khatian No.146/1**, under P.S. Purba Jadavpur, within the jurisdiction of **K.M.C. Ward No.109, K.M.C. Premises No.3290, Nayabad, Assessee No.31-109-08-6446-8, Kolkata – 700 099**, on certain terms and conditions as per the Development Agreement which was registered in the Office of the District Sub Registrar-III at Alipore on day of, and recorded in Book No. I, Volume No. 1603-2020 , Page from 23422 to 23463, being No. 160300609 for the Year 2020 and subsequently a Development Power also had been registered in the Office of the D.S.R. III, Alipore, South 24 Parganas on day of, and entered in Book No. I, Volume No.1603-2020, Page from 23509 to 23530, Being No. 160300616, for the year 2020.
9. After the Development Agreement and Development Power the said **DEVELOPER** herein constructed a straight G+III storied Flat in accordance with the Flat Sanction Plan No. 2020120264 dated 14/12/2020 sanctioned from the Kolkata Municipal Corporation Borough XII.
 10. According to the said Development Agreement the developer have been fully empowered to construct a new building on the said land according to the said sanctioned building plan and shall have right to sell the Developer's Allocation of the

said building to the intending Purchasers or Purchasers.

11. The Purchaser herein having inspected the title deeds of the Schedule property and other relevant documents and being satisfied with right title and interest of the Vendors and Developer made a proposal to the Owners/Vendors/Developer for purchase of **ALL THAT** one residential Flat being Flat No. (- Side) on the Floor, marble flooring of the G+III storied type constructed portion having carpet area of ___Square Mt, more or less or measuring about () Sq. Ft. of Super-Built Up Area more or less consisting with 3 (Three) Bedrooms, 1 (One) Dinning cum Drawing room cum Kitchen, 1 (One) toilet, 1 (One) W.C. and one Veranda with all fittings and fixtures together with one covered car parking space at **Municipal Premises No. 3290, Nayabad, Assessee No.31-109-08-6446-8and P.O. Mukundapur, P.S. Purba Jadavpur, Ward No.109, Kolkata-700099, District-South 24 Parganas TOGETHER WITH** undivided proportionate, impartible share and interest in the land underneath the said Flat with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits etc, which is more fully described in the **SECOND SCHEDULE** below along with undivided proportionate share of land described in the **FIRST SCHEDULE** below with common facilities which is described in the **THIRD SCHEDULE** below at or for the price of **Rs. _____/- (Rupees _____) only** of the above mentioned Flat and Car Parking Rights.

12. The Owners/Vendors as well as the Developer have agreed to sell and the Purchaser

has agreed to purchase of **ALL THAT** one residential Flat being Flat No. (- Side) on the Floor, marble flooring of the G+III storied type constructed portion having carpet area of _____ Square Mt, more or less or measuring about () Sq. Ft. of Super-Built Up Area more or less consisting with 3 (Three) Bedrooms, 1 (One) Dining cum Drawing room cum Kitchen, 1 (One) toilet, 1 (One) W.C. and one Veranda with all fittings and fixtures together with one covered car parking space at **Municipal Premises No. 3290, Nayabad, Assessee No.31-109-08-6446-8and P.O. Mukundapur, P.S. Purba Jadavpur, Ward No.109, Kolkata-700099, District-South 24 Parganas TOGETHER WITH** undivided proportionate, impartible share and interest in the land underneath the said Flat with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits etc, together with undivided and proportionate share of interest in the land of the said municipal Premises which is more fully and specifically described in the First and Second Schedule hereunder written and hereinafter referred to as the "said Flat and Car Parking Rights " at or for the price of **Rs. _____/- (Rupees _____) only** of the above mentioned Flat and parking Space and has since being enjoying the same free from all encumbrances whatsoever and paying taxes therefore.

13. The Owners/Vendors/Developer hereto declare and confirm their respective, right, title and interest in the said property and record the terms for sale and transfer of the said **FIRST FLOOR** Flat and **PARKING RIGHTS** to the Purchasers herein, as stated hereunder.

14. After that the Purchaser has duly taken inspection of all the title Deeds and documents relating to the said property including the Sanctioned Building Plan duly Sanctioned by the Competent Authority of the Kolkata Municipal Corporation and having satisfied themselves with regard thereto as also with regards to the area, dimension and measurement and all other details concerning the said Building, have agreed to purchase **ALL THAT** one residential Flat being Flat No. (- Side) on the Floor, marble flooring of the G+III storied type constructed portion having carpet area of ___Square Mt, more or less or measuring about () Sq. Ft. of Super-Built Up Area more or less consisting with 3 (Three) Bedrooms, 1 (One) Dinning cum Drawing room cum Kitchen, 1 (One) toilet, 1 (One) W.C. and one Veranda with all fittings and fixtures together with one covered car parking space at **Municipal Premises No. 3290, Nayabad, Assessee No.31-109-08-6446-8and P.O. Mukundapur, P.S. Purba Jadavpur, Ward No.109, Kolkata-700099, District-South 24 Parganas TOGETHER WITH** undivided proportionate, impartible share and interest in the land underneath the said Flat with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits etc, which is more fully described in **SCHEDULE "B" TOGETHER WITH** undivided proportionate, impartible share and interest in the land underneath the said building described in the **SCHEDULE "A"** with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits etc and the lump-sum price of

the same has been settled as **Rs. _____/- (Rupees _____) only** and entered into an Agreement for Sale dated on _____ and the purchasers paid **Rs. _____/- (Rupees: _____) Only** to the Developers at the time of signing of agreement for sale and rest amount i.e. **Rs. _____/- (Rupees _____) only** will be paid by the purchaser to the developer at the time of registration of this Deed of Conveyance

NOW THIS DEED OF SALE WITNESSETH :That in consideration of the said sum of **Rs. _____/- (Rupees _____) only** of good & lawful money of the Union of India, well & truly paid by the Purchaser to the Developer on or before the execution of these presents as per Memo of Consideration attached herewith and of & from the same and every part thereof do hereby acquit, release, exonerated and forever discharge the Purchasers as well as the said Flat and car parking space as more fully described in the **Schedule –“B”** hereunder written and every part thereof hereby sold **AND** the Developer does hereby sell, grant, transfer, convey, assign & assure unto & in favour of the Purchaser herein free from all sorts of encumbrances and hereby confirm the transfer of **ALL THAT** one residential Flat being Flat No. (- Side) on the Floor, marble flooring of the G+III storied type constructed portion having carpet area of _____Square Mt, more or less or measuring about () Sq. Ft. of Super-Built Up Area more or less consisting with 3 (Three) Bedrooms, 1 (One) Dinning cum Drawing room cum Kitchen, 1 (One) toilet, 1 (One) W.C. and one Veranda with all fittings and fixtures together with one covered car parking space at **Municipal Premises No. 3290, Nayabad, Assessee No.31-109-08-6446-8and P.O. Mukundapur, P.S. Purba Jadavpur, Ward No.109, Kolkata-700099, District-South 24**

Parganas TOGETHER WITH undivided proportionate, impartible share and interest in the land underneath the said Flat with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits etc, as more fully and particularly mentioned in the **Schedule - "B"** hereunder written **TOGETHER WITH** the right to use the common areas, facilities, amenities & installations and other fittings & fixtures in the said building as more fully described in the **Schedule - "C"** hereunder written in common with all other Owner/Occupier of the said building for the purpose of uninterrupted egress & ingress and for other beneficial use & enjoyment of the said land, building & premises (the flat space as mentioned above is more fully & 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, lispens, claims, demands, liabilities, acquisitions, requisitions, alignments & trust **WHATSOEVER OR HOWSOEVER OTHERWISE** the said Unit 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 & appurtenances whatsoever thereto or therewith usually held, used, occupied, enjoyed, reputed to know as part & parcel thereof or appurtenant thereto, the said land, premises or unit hereby sold, conveyed, transferred, assured & assigned **UNTO AND TO** the Purchaser herein and reversion or reversions, remainder or remainders and rents, issues & profits thereof and all estate, right, title, interest,

inheritance, trust, use, possession, property, claim & demand whatsoever both at law and in equity of the Owner, 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 Purchasers 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 & 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 Owner or any person or persons from whom the Owner 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 & unit, more fully described in the Schedule 'A' 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 & forever as & when and for an absolute & indefeasible & perfect estate analogous thereto and without any manner of 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 & alignment/s whatsoever.

**AND THE DEVELOPER/VENDOR DO HEREBY COVENANT WITH THE PURCHASERS
HEREIN AS FOLLOWS :**

a) That notwithstanding any act, deed, matter or thing whatsoever by the Developer/Vendor done or executed or knowingly suffered by them to the contrary, they lawfully, rightfully and absolutely seized & possessed of or otherwise well and sufficiently

entitled to the said property hereby sold, granted, transferred & conveyed or expressed or intended so to be and every part thereof for a perfect and indefeasible & absolute title or estate of inheritance without any manner of condition, use, trust or things whatsoever to alter, defeat, encumber or make void the same AS IS WHERE IS BASIS.

b) That notwithstanding any such act, deed, matter or thing whatsoever as aforesaid the Developer / Vendor has good right, full power & absolute authority or indefeasible title to sell, grant, transfer, convey, assign & 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 Purchasers in the manner aforesaid.

c) That the said Unit 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 & premises, as per the knowledge of the Developer/Vendor 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 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 & expenses for maintaining the said building and will be eligible to receive the rents, issues & profits thereof without any lawful eviction, interruption, hindrances, claims or demands whatsoever by the Developer/Vendor 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 Developer/Vendor 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 them and will from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchaser make do and execute or caused to be done and executed all such further and other lawful & 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 & 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 Developer/Vendor and all persons claiming any right, title or interest in the said flat and car parking space through from under or in trust for the Vendor/Developer shall and will from time to time and at all times hereafter upon every reasonable request and at the cost and expenses of the Purchaser make do acknowledge and execute or cause to be made done acknowledge and executed all such further acts, deeds, matters and things for further assuring the said flat unto the Purchaser as may be required.

That the Developer/Vendor does hereby accord its consent to the Purchaser towards mutating & separating and/or apportioning the said property in his name in the Assessment Register of the Kolkata Municipal Corporation at the cost and expenses of the Purchaser.

AND FURTHER the Developer/Vendor does 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 & enjoy the said flat including impartible, undivided, & 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 they shall deem proper.

AND ALSO without any interruption, disturbances, claims or demands from or by the Developer/Vendor 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 said document.

The Purchaser shall apply for and get their name mutated as the Owners in respect of the said Flat and car parking space in the books and records of the Kolkata Municipal Corporation.

THE PURCHASER DOES HEREBY COVENANT WITH THE DEVELOPER/VENDOR 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 Owner 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 these 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 Purchasers herein named will remain 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 them.

e) The Purchaser shall become and remain a member of the Association or Society in existence or to be formed in future.

f) The Purchaser shall observe and perform strictly the terms and conditions, bye-laws and rules & regulations of the Association/Society in existence or to be formed in future.

g) The Purchaser may use the property sold and conveyed for the purpose as required by them but obviously without creating any obstruction towards the peaceful use and enjoyment of their 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 DEVELOPER/VENDOR & 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 their 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 as more fully described in the **Schedule –“D”** hereunder written.

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

SCHEDULE “ A”

(Description of the land)

ALL THAT piece and parcel of land measuring land area of **7 (Seven) Cottahs** more or less together with a tile shed standing thereon measuring an area of 200 (Two hundred) Sq.ft. whereon a Ground plus Three storied building with lift facility shall be erected as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office – XII, situated in **Mouza – Nayabad, J.L. No.25, Touzi No.56,** comprising **in R.S. Dag No.96, under R.S. Khatian No.146/1,** under P.S. Purba Jadavpur, within the jurisdiction of **K.M.C. Ward No.109, K.M.C. Premises No.3290, Nayabad, Assessee No.31-109-08-6446-8, Kolkata – 700099** and the entire property is butted and bounded by:

ON THE NORTH : property of others;

ON THE SOUTH : property of others;

ON THE EAST : 15'-0" wide K.M.C. Road;

ON THE WEST : property of others;

SCHEDULE "B"

(Said Flat And Appurtenances)

- (a) **ALL THAT** one residential Flat being Flat No. (- Side) on the Floor, marble flooring of the G+III storied type constructed portion having carpet area of _____Square Mt, more or less or measuring about () Sq. Ft. of Super-Built Up Area more or less consisting with 3 (Three) Bedrooms, 1 (One) Dinning cum Drawing room cum Kitchen, 1 (One) toilet, 1 (One) W.C. and one Veranda with all fittings and fixtures together with one covered car parking space at **Municipal Premises No. 3290, Nayabad, Assessee No.31-109-08-6446-8and P.O. Mukundapur, P.S. Purba Jadavpur, Ward No.109, Kolkata-700099, District-South 24 Parganas TOGETHER WITH** undivided proportionate, impartible share and interest in the land underneath the said Flat with all the common rights in the passages, staircases, lobbies, roof etc. in the said premises along with the easement rights & appurtenances as also the liabilities & duties to be observed together with all easement, right, title, interest, possession, claim, profits etc.
- (b) **The Share In Common Areas**, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Schedule E** below, as be attributable and appurtenant to the Said

Flat, subject to the terms and conditions of this Agreement; **and**

- (c) The Land Share, being undivided and impartible share in the land underneath the Said Flat.

SCHEDULE "C" ABOVE REFERRED TO

(Common areas and facilities)

1. The vacant spaces around the said premises.
2. The spaces within the building comprised of ingress and egress of the said building, staircase, lift, landing, lobbies etc.
3. All installation for common service such as drainage of the building and also side walls, Boundary wall and gates, water supply and plumbing arrangement in the premises, electrical connection and other civil amenities, septic tank of the premises.
4. Reservoir in the Ground Floor, reservoir on the roof on the top floor of the building, pump, motor, pipe lines and all other appurtenances and installation in the premises for common use.
5. Septic tank, soak pits and sewerage which are connected.

6. Security/Guard room, Common toilet/bathroom, transformer, electric meter room, electric meter for common areas and facilities, water pump with motor.
7. All other facilities and amenities in the premises which are intended for common use.
8. Common Roof Right.

SCHEDULE "D" ABOVE REFERRED TO

[(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Project and the Said Complex and the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association of Allottee.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.

5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-Flat, re-constructing, lighting and renovating the Common Areas [including the exterior or interior (but not inside any Flat) walls of the Said Project] and the road network, STP etc.

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.

7. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Project and the Said Complex ~~save~~ those separately assessed on the Allottee.

8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

SCHEDULE "E" ABOVE REFERRED TO :**(EASEMENTS)**

The Purchaser shall be entitled to the following rights, easements, quasi-easements, privileges and/or appurtenances.

- i) The right of passage of utilities including connection for Telephone, pipes, cables, etc. through such and every portion of the building including the said unit.

 - ii) The right of support, shelter and protection of each portion of the building by other and/or other thereof.

 - iii) The absolute unfettered and unencumbered right over the common portions subject to the terms and conditions wherein contained.

 - iv) Such rights supports easements and appurtenances as are usually held and occupied or enjoyed as part or parcel of the said undivided share in the said land and/or the said unit.
- .

IN WITNESS WHEREOF the Parties hereof have set and subscribed their respective hands, and signature on the day, month and year first above written, willfully and voluntarily after going through the contents herein, understanding the meaning of the same and realizing the result thereof.

IN THE PRESENCE OF :

1.

**(As the Lawful constituted power of
attorney of SMT UMA SOM)**

(SIGNATURE OF THE LAND OWNERS)

2.

**(SIGNATURE OF THE
DEVELOPER/VENDOR)**

Drafted by:

(SIGNATURE OF THE PURCHASER)

(BODHISATWA BASU)

ADVOCATE (WB-2138/2009)

ALIPORE POLICE COURT,

KOLKATA700027

MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the total settled consideration amount of
Rs. _____/- (Rupees _____) **only** as per the Memo below :

<u>Date</u>	<u>Chq. No.</u>	<u>Bank</u>	<u>Amt.</u>
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Total : Rs. _____/- (Rupees _____) only

WITNESSES:

1.

2.

(SIGNATURE OF THE DEVELOPER)