

## **SALE DEED**

**THIS SALE DEED** is made on the \_\_\_\_\_ day of **October, 2020** (Two Thousand Twenty) **BETWEEN** **(1) SMT. LAKSHMI NASKAR** (PAN-ALPPN5648B) wife of- Late Dulal Chandra Naskar alias Dulal Naskar, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at- Dhalua, P.O.- Panchpota, P.S.- Narendrapur (previously Sonarpur), Kolkata- 700152, **(2) SMT. RUMA NASKAR** (PAN- ALPPN5649A) daughter of- Late Dulal Chandra Naskar alias Dulal Naskar, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at- Dhalua, P.O.- Panchpota, P.S.- Narendrapur (previously Sonarpur), Kolkata- 700152 and **(3) SMT. JHUMA NASKAR alias JHUMA NASKAR (PAWAR)** (PAN- AIUPN5652R) wife of- Sri Manoj Pawar and daughter of- Late Dulal Chandra Naskar alias Dulal Naskar, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at- Dhalua, P.O.- Panchpota, P.S.- Narendrapur (previously Sonarpur), Kolkata- 700152, hereinafter jointly referred to as the **LANDOWNERS** (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their heirs, successors, executors, administrators, legal representatives, assigns) of the **ONE PART**

## **A N D**

**S.P. CONSTRUCTION** (PAN NO. ADIFS6473Q) a Partnership Firm having its office at – 610, East Tentulberia, P.O.- Panchpota, P.S.- Sonarpur, Kolkata- 700152 and represented by its Partners namely **(1) SRI SUKANTA KUMAR MONDAL**, (PAN NO. AHBPM1094Q) son of Sri

Subir Mondal, **(2) SRI SUBRATA NASKAR** (PAN NO. ACKPN6880H) son of Sri Santosh Naskar, both by faith – Hindu, by occupation– Business, residing at Dhalua, P.S.– Narendrapur (previously Sonarpur), Kolkata– 700152, **(3) SRI PINTU DEBNATH** (PAN NO. AGHPD4819P) son of- Late Anil Debnath, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- L-7, Sreenagar Main Road, P.O.- Panchasayar, Police Station- Purba Jadavpur, Kolkata- 700094 and **(4) SRI PINTU MONDAL** (PAN NO. BWCPM7030B) son of- Sri Kanai Chandra Mondal, by faith- Hindu, by occupation- Business, residing at- Radhanagar, P.S.– Narendrapur (previously Sonarpur), Kolkata- 700150, hereinafter referred to as the "**DEVELOPER** " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, legal representatives and permitted assigns) of the **SECOND PART**

## **A N D**

Mr./Ms..... (PAN NO.....) son/daughter of, aged about.....residing at ....., (PAN.....) hereinafter called the "**PURCHASER/ALLOTTEE**" (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 Owners, Developer and Allottee shall hereinafter collectively be referred to as the Parties" and individually as a "Party".

### **WHEREAS:**

- I. The name of one Ramanath Naskar has been published as recorded owner in the Revisional Settlement Record-of-

Rights (Parcha) in respect of the land in R.S. Khatian No. 165, Mouza- Dhalua and after the demise of Ramanath Naskar his 4 (four) sons namely Dhananjoy Naskar, Khagen Naskar, Jogendra Nath Naskar, Panchu Gopal Naskar and 2 (two) daughters namely Tulsi Naskar, Moro Naskar – all 6 (six) of them jointly inherited the said lands of Ramanath Naskar, wherein each of them having joint undivided  $1/6^{\text{th}}$  share of the said land of Ramanath Naskar;

- II.** That, after the demise of Khagen Naskar, his wife Samati Naskar, 3 (three) sons namely Palan Naskar, Haran Chandra Naskar, Akshay Naskar and only daughter Chhabi Mondal – all of them jointly inherited his said share of land as mentioned hereinabove;
- III.** That, after the demise of Jogendra Nath Naskar, his wife Labayamoyee Naskar and 4 (four) sons namely Dulal Chandra Naskar, Shyamal Naskar, Ananda Naskar, Amal Naskar– all of them jointly inherited his said share of land as mentioned hereinabove;
- IV.** That, after the demise of Panchu Gopal Naskar, his wife Paribala Naskar, 6 (six) sons namely Bimal Naskar, Nirmal Kumar Naskar, Subal Naskar, Sundar Naskar, Gour Chandra Naskar, Netai Naskar and 3 (three) daughters namely Parul Naskar, Bharati Naskar, Sandhya Mondal – all of them jointly inherited his said share of land as mentioned hereinabove;

- V.** That, Dhananjoy Naskar, Tulsi Naskar, Moro Naskar and the legal heirs of Khagen Naskar, Jogendra Nath Naskar and Panchu Gopal Naskar jointly executed a Deed of Partition amongst themselves in respect of the properties of Ramanath Naskar, the said Deed of Partition was registered on 02.02.1989 before A.D.S.R. Sonarpur and being Deed No. 468 for the year 1989;
- VI.** That, the legal heirs of Jogendra Nath Naskar, i.e. Dulal Chandra Naskar alias Dulal Naskar and others as mentioned hereinabove being the “Third Party” of the said Deed of Partition (i.e. Deed No. 468 of 1989) got the ownership of the land as per “Schedule- Gha” of the said Deed of Partition (i.e. Deed No. 468 of 1989) and therein Dulal Chandra Naskar alias Dulal Naskar got the absolute ownership of the land measuring about 6.5 decimal in R.S. Dag No. 358, R.S. Khatian No. 165, Mouza- Dhalua and thereafter Dulal Chandra Naskar alias Dulal Naskar got his name mutated 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 and was enjoying the same;
- VII.** That, after the demise of Dulal Chandra Naskar alias Dulal Naskar on 12.11.2001, his wife Lakshmi Naskar and 2 (two) daughters namely Ruma Naskar and Jhuma Naskar alias Jhuma Naskar (Pawar) – all three of them being the present Landowners jointly inherited the land measuring about 6.5 decimal in R.S. Dag No. 358, R.S. Khatian No. 165,

Mouza- Dhalua and they also got their names mutated 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;

**VIII.** After becoming the joint owners of the said land by virtue of Law of Inheritance the Landowners herein mutated their names before the BL&LRO Sonarpur and L.R. Record-of-Rights (Parcha) has been issued in their respective names and the Landowners also mutated their names in the Assessment Records of Rajpur Sonarpur Municipality;

**IX.** That, after becoming the joint owners of the said land by virtue Law of Inheritance the present Landowners entered into a Development Agreement with **S.P. CONSTRUCTION** a Partnership Firm having its office at – 610, East Tentulberia, P.O.– Panchpota, Kolkata– 700152 (hereinafter referred to as the said Developer) which was registered on 25.04.2018 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2018, Pages 75599 to 75642, Being No. 2459 for the year 2018 and for smooth running of the said construction work the present Landowners executed a Development Power of Attorney which was registered on 25.04.2018 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2018, Pages 62451 to 62476, Being No. 1942 for the year 2018;

**X.** In order to develop their said land into a multi-storied building the Landowners herein through the above-mentioned Developer obtained a **sanctioned building plan bearing No. 271/CB/02/32 dated 27.01.2020** from Rajpur Sonarpur Municipality in respect of the above-stated premises.

- XI.** That, due to some error the above-stated Development Agreement (i.e. Deed No. 2459 of 2018) and Power of Attorney (i.e. 1942 for the year 2018) has been revoked by and between the Landowners herein and the above-mentioned Developer, by virtue of a Revocation of Development Agreement dated 24.08.2020 registered before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2020, Pages 93379 to 93403, Being No. 2565 for the year 2020 and a Revocation of Development Power of Attorney dated 24.08.2020 registered before A.D.S.R. Garia and recorded in Book No. IV, Volume No. 1629-2020, Pages 7181 to 7193, Being No. 353 for the year 2020.
- XII.** That, again on 24.08.2020 the Landowners herein and the above-mentioned Developer entered into a Development Agreement which was registered before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2020, Pages 93404 to 93442, Being No. 2566 for the year 2020 and for smooth running of the said construction work the present Landowners again executed a Development Power of Attorney in favour of the above-stated Developer which was registered on 24.08.2020 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2020, Pages 93443 to 93475, Being No. 2568 for the year 2020;
- XIII.** Thereafter the said Developer started construction of a multi-storied building known as "**AASHRAY OM SHANTI**" at Holding No. 704, Dhalua Paschim, under Ward No.- 2 of Rajpur Sonarpur Municipality;
- XIV.** The Purchasers herein after inspecting all the legal papers, sanctioned plan and position of the building approached the

Owners/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 OM SHANTI" 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 Purchasers 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 Purchasers 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 Developers account and the price of the proportionate share of land and common spaces also to be credited to the account of the Owners/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 Owners/Developer forever release,

discharge, acquit and exonerate the Purchasers the said flat, one car parking space and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Purchasers, the Owners/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 Purchasers ALL THAT the Flat as stated in the Second Schedule Being Flat Being No....., at the ..... Floor measuring about ..... sq. ft. super built-up area along with one car parking space at the Ground Floor of the said building named as "AASHRAY OM SHANTI" 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 Owners/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 Purchasers 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 OWNERS/DEVELOPER HEREBY COVENANT WITH THE PURCHASERS** as follows:-

- (i) That the interest which the Owners/Developer and profess, transfer subsists and the Owners /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 Owners/Developer and hereby confirms the same unto and in favour of the Purchasers absolutely and forever.

**(ii)** AND THAT the Owners/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, lispendences, covenants, uses, trusts, made or suffered by the Owners /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 Owners /Developer.

**(iv)** The Purchasers 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 Owners/Developer and or any person or persons lawfully claiming or to claim through under or in trust for the Owners/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 Owners /Developer.

**(v)** That the Owners/Developer and shall from time to time and at all times hereafter upon every reasonable requests and at all the cost of the Purchasers 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 Owners/Developer and unto and in favour of the Purchasers.

**(vii)** The Purchasers, 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 Purchasers will pay proportionate share of rates and taxes.

**(viii)** The Purchasers 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 Owners/Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers or at any hearing, suit, to the Purchasers and/or the agent/s of the Purchasers 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 Owners/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 OWNERS /DEVELOPER AND THE PURCHASERS** as follows:-

(1) The Purchasers 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 Purchasers shall be entitled to the right or access in common with the Owners/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 Purchasers 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 Purchasers or any person deriving title under the Purchasers 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 Purchasers 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 Purchasers 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 Purchasers 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**

**OWNERS/DEVELOPER** as follows:-

- i)** The Purchasers shall observe, fulfill 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 Purchasers 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 Purchasers 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 Purchasers shall apply for and have the said flat 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 Purchasers shall deposit the same with the Owners /Developer, until

the Association is formed by the Owners/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 Purchasers 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 Purchasers 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 Purchasers 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 Purchasers 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 Purchasers will accrue with effect from the date of registration/possession (whichever is earlier) of the said flat and the rights and properties by the Owners /Developer to the Purchasers.

**ix)** The Purchasers hereby undertakes to enter as a member of the Flat Owners' Association to be formed by the Owners/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 Allote undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Purchasers shall co-operate with the Owners/Developer and thereafter with the owners' Association and pay his proportionate share of Municipal rates and taxes along with proportionate share of common expenses.

**x)** The Association and the co-owners in the Building shall remain liable to indemnify and keep indemnified the Owners /Developer for all liabilities due to non-fulfillment of her respective obligation hereunder.

**xi)** The Purchasers 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 PURCHASERS 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 Owners/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 Owners/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 owners 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 Owners/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 Purchasers and occupiers is not obstructed and/or hampered in the event of ingress and egress.

**THE OWNERS/DEVELOPER AND THE COVENANTS WITH**

**THE PURCHASERS THAT:-**

- i. The Purchasers 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 Owners and other flat owners 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.

- v. The Developer is also constructing buildings and developing the nearby lands and the common services of the project of 4 Sight Grand Castle Phase- II shall be available to be provided to the occupiers/owners of flats/saleable areas of the said further buildings at the said nearby lands subject to responsibility of sharing the common expenses.

**THE OWNERS AND THE DEVELOPER DO HEREBY**

**CONFIRM, RECORD AND DECLARE** that the Developer's obligation to develop the respective share/portion of land stated /described in the respective development agreement entered with the respective vendor stand duly fulfilled and performed and claims and all kinds of rights and benefits and obligations of the respectively the Owners and the Developer under the said respective agreements of development stand duly consolidated upon the Developer having obtained the building plan sanctioned and having entered developed the said entire lands and having completed the construction of the contemplated building/s and the Owners having agreed to the sale of the flats contained in the said buildings to the as herein stated AND neither the Developer nor the respective vendor has any dispute against each other under the said agreements also relating to the respective flats agreed to be sold to the as herein stated.

**THE PURCHASERS DO TH HEREBY CONFIRM AND DECLARE AND**

**AGREE THAT :-**

- (1) The Purchasers shall have and hold the said unit absolutely free from all claims of the Developer.
- (2) The duly confirm that the sale and transfer of the said unit is free from all rights interest and claims of the Developer.
- (3) The Purchasers shall hold and have the said unit free from all disputes and duly related from all claims of the on the strength of these presents.
- (4) The shall always at the request and costs of the Purchasers make do and acknowledge and execute all such further reasonable acts deeds and confirmation for more perfectly confirming the sale and transfer of the said unit and assuring the exclusive title of the Purchasers to the said unit in terms of these presents as shall be reasonable required by the Purchasers.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(Description of the Land)**

**ALL THAT** piece and parcel of the land measuring about **6.5 decimal** be the same a little more or less in Mouza- Dhalua, J.L. No.- 43, R.S. No.- 235, Touzi No. 340-342, R.S. Khatian No.- 165, L.R. Khatian No. 4005, 4006, 4007, R.S. Dag No. 358 corresponding to L.R. Dag No.- 374,  **Holding No. 704, Dhalua Paschim**, under Additional District Sub. Registrar- Garia and Police Station - Narendrapur (previously Sonarpur), under the jurisdiction of Ward No.- 2 of Rajpur Sonarpur Municipality,

District- South 24 Parganas and the said land is butted and bounded as follows:-

ON THE NORTH : By Land of Madhusudan Ojha;

ON THE SOUTH : By Land of Ranajit Das & Nani Gopal Ghosh;

ON THE EAST : By Nabapally Main Road;

ON THE WEST : By Land of Nani Gopal Ghosh & Gita Ghosh;

**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 OM SHANTI**” together with the undivided proportionate share of land in the Holding No.- 704, Dhalua Paschim, 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 Complex earmarked by the Developer as common for all Unit Holders.
2. Lift/elevators, Staircase, lobby and landings with stair cover on the roof of the new building/s.
3. Water pump with motor and with water distribution pipes save those inside any Unit 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 therefrom 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.

**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 Purchasers 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 Purchasers 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 Purchasers 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. **INSURANCE** : Insurance premium for insurance of the said Complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. **COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES:** Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **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.

2.

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Signature of the Owners

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Signature of the Developer

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Signature of the Purchasers

**MEMO OF CONSIDERATION**

RECEIVED sum of **Rs...../-(Rupees.....)**

only from the within named Purchasers as per the Memo below :-

Cheque No.	Bank	Date	Amount

**WITNESSES :**

1.

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**Signature of the Developer**

2.

Drafted by –