

SALE DEED

THIS SALE DEED is made on the day of July, 20.... (Two Thousand
.....)

BETWEEN

(1) SRI MANICK LAL NASKAR, (PAN : ARAPN7925J), son of Late Narendra Nath Naskar, by faith Hindu, by occupation - Business, residing at Mahamayapur, P.O. Garia, P.S. Sonarpur, Kolkata – 700084, (2) **SMT. JAYANTI NASKAR**, (PAN : ACWPN7421J), wife of Late Nirapada Naskar, by faith – Hindu, by occupation – Retired Person, residing at Mahamayapur, P.O. Garia, P.S. Sonarpur, Kolkata – 700084, (3) **SRI AVISHEK NASKAR**, (PAN : AIXPN5023H), son of Late Nirapada Naskar, by faith Hindu, by occupation - Service, residing at Mahamayapur, P.O. Garia, P.S. Sonarpur, Kolkata – 700084 & (4) **SRI ANIRBAN NASKAR**, (PAN : AOQPN 0629A), son of Late Nirapada Naskar, by faith Hindu, by occupation – Student, residing at Mahamayapur, P.O. Garia, P.S. Sonarpur, Kolkata – 700084, hereinafter called and referred to as the “**LANDOWNERS**’ (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, legal representatives administrators, and assigns), of the **ONE PART**

Represented by her duly appointed **Constituted Attorneys viz (1) SRI MIHIR NASKAR**, son of Manick Lal Naskar (2) **SMT. RUPALI NASKAR**, wife of Sri Arun Naskar (3) **SRI DIPANKAR NASKAR** son of Amar Chandra Naskar, (4) **SRI PRABIR PUTATUNDA** son of Late Sushil Putatunda, Partners of the Partnership Firm **M/S. WYND ENTERPRISE**, a Partnership Firm, having its place of business at S1-KMDA Market Complex, B.P. Township, P.O. & P.S.

Patuli, Kolkata – 700094, vide registered General Power Of Attorney dated 26th day of December, Book-I Volume No.-1629-2017, Page from 135239 to 135277 Being No.- 162905028 for the year 2017 of the Office of the Additional District Sub – Registrar at Garia, of the **FIRST PART**

AND

M/S. WYYND ENTERPRISE (PAN:.....), a Partnership Firm, having its place of business at S1-KMDA Market Complex, B.P. Township, P.O. & P.S. Patuli, Kolkata – 700094, represented by its Partners namely **(1) SRI MIHIR NASKAR**, (PAN : AEQPN6905D), son of Manick Lal Naskar, by faith – Hindu, by occupation - Business, residing at Near Katherbari, Fartabad, P.O. Garia, Kolkata – 700084, **(2) SMT. RUPALI NASKAR**, (PAN : ADIPN2726K), wife of Arun Naskar, by faith – Hindu, by occupation - Business, residing at Near Katherbari, Fartabad P.O. Garia, Kolkata – 700084, & **(3) SRI DIPANKAR NASKAR** (PAN : AEUPN8100Q), son of Amar Chandra Naskar, by faith Hindu, by occupation – Business, residing at Mahamaya Mandir Road, P.O. Garia, P.S. Sonarpur, Kolkata – 700084, **(4) SRI PRABIR PUTATUNDA** (PAN : ANAPP4764D), son of Late Sushil Putatunda, by faith Hindu, by occupation – Business, residing at Mahamaya Mandir Road, P.O. Garia, P.S. Sonarpur, Kolkata – 700084 **(5) SRI SANJAY BISWAS** (**AOYPB7450B**) son of Tarit Kr Biswas, by faith Hindu, by occupation – Business, residing at Biswas Bhawan Mahamayatala MondalPara, Nazrul Park, P.O. Garia, P.S. Sonarpur, Kolkata – 700084 hereinafter called and referred to as the “**DEVELOPERS**” (which expression shall unless excluded by or repugnant to the subject or context shall deem to mean and include the Partners for the time being and from time to time constituting the Partnership Firm , the survivor of them, their respective heirs, legal representatives, executors, successors and assigns, successors – in –interest or successors in office and /or assigns as the case may be) of the **SECOND PART.**

AND

SRI/SMT.(**PAN NO-**.....) son/wife of,
By Faith –, Occupation –, By Nationality –, residing at
....., hereinafter called and referred to as the **PURCHASER**
(which term or expression shall unless otherwise excluded by or repugnant to
the subject or context be deemed to mean and include her legal heirs,
executors, representatives, administrators and / or assigns) of the **THIRD**
PART

WHEREAS one Rabindra Narayan Sarkar son of Late Jatindra Nath Sarkar of 15,
Mani Mukherjee Road, Ballygunge, Kolkata – 700019 as lawful owner while
absolutely seized and possessed of or otherwise well and sufficiently entitled to
the piece of land absolutely sold, conveyed and transferred against valuable
consideration a piece and parcel of land measuring about 22 decimals comprised
in R.S. Dag No. 1205 appertaining to R.S. Khatian No. 66 within Mouza – Barhans
Fartabad, J.L. No. 47, Pargana – Medanmalla, Touzi No. 109, within P.S. Sonarpur,
Dist. South 24 Parganas, by a Bengali Deed of Conveyance executed and registered
on 14.11.1975 in the office of the District Sub-Registrar, Alipore, 24 Parganas
(South) and recorded there in Book No.I, Volume No. 229, pages from 34 to 41,
being Deed No. 8997 for the year 1975, jointly to Sri Manicklal Naskar Owner
No.1 herein and Nirapada Naskar (since deceased) predecessors of Owner Nos. 2
to 4 herein.

AND WHEREAS one Snehalata Dutta wife of Monoranjan Dutta as lawful owner
while absolutely seized and possessed of or otherwise well and sufficiently
entitled to the piece of land absolutely sold, conveyed and transferred against

valuable consideration the piece and parcel of land measuring about 10 ½ decimals comprised in R.S. Dag No. 1108/1896 appertaining to R.S. Khatian No. 1371 within Mouza – Barhans Fartabad, J.L. No. 47, Pargana – Medanmalla, Touzi No. 109, within P.S. Sonarpur, Dist. South 24 Parganas, by dint of a Bengali Deed of Conveyance executed and registered on 10.01.1978 in the office of the Sub-Registrar, Sonarpur, 24 Parganas and recorded there in Book No.I, Volume No. 5, pages from 92 to 96, being Deed No. 37 for the year 1978, jointly to Sri Maniklal Naskar Owner No.1 herein and Nirapada Naskar (since deceased) predecessors of Owner Nos. 2 to 4 herein.

AND WHEREAS Manick Lal Naskar son of Late Narendra Nath Naskar, Jayanti Naskar wife of Late Nirapada Naskar, Avishek Naskar, son of Late Nirapada Naskar and Anirban Naskar, son of Late Nirapada Naskar as lawful owner absolutely seized and possessed on partition deed piece and parcel of land on measuring at 6 Cottah 11 Chittaks 0 sq.ft. deed on registered at ADSR Garia dated on 27.02.2017 deed No. 162920459, Volume No. 1629-2017, Book No. 1 page 11386 to 11406.

AND WHEREAS said Nirapada Naskar while thus jointly seized and possessed the aforesaid property and other properties with his brother Sri Maniklal Naskar Owner No. 1 herein died intestate on 20.03.2005 leaving behind his widow Smt. Jayanti Naskar, Owner No. 2 herein and two sons namely Sri Avishek Naskar and Sri Anirban Naskar respectively Owner No.3 and 4 herein as his legal heirs and successors who jointly entitled to the said land and other properties of said

Nirapada Naskar in equal share by virtue of inheritance.

AND WHEREAS the Owners herein absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances whatsoever or howsoever nature, having a good and marketable title in respect of the said property the Owners herein being desirous of promoting and developing the land measuring 6 Cottah 11 Chittaks 0 sq.ft. out of 22 decimals comprised in R.S. Dag No. 1205 appertaining to R.S. Khatian No. 66 and land measuring 5 Cottah 5 Chittaks 29 sq.ft. out of 10½ decimals comprised in R.S. Dag No. 1107/1896 appertaining to R.S. Khatian No. 1371, J.L. No. 47, R.S. No. 7, touzi No. 109 of Mouza Barhans fartabad, P.S. and A.D.S.R. Office at Sonarpur total land measuring 12 Cottahs 10 Chittacks 44 sq.ft. which is morefully and particularly described in the FIRST SCHEDULE hereunder written by constructing multi-storied buildings thereon having several self-sufficient units/flats/spaces according to permissible law of the Rajpur Sonarpur Municipality, together with modern taste, design and architecture in accordance with the sanctioned building plan to be sanctioned by the Rajpur Sonarpur Municipality but lacking the necessary expertise and knowhow and the requisite financial solvency required to erect and construct multistoried buildings on “the said property” have approached the DEVELOPER for develop the said property by constructing multistoried residential and/or commercial buildings thereon consisting of several self-sufficient residential flats, car parking spaces, as per plan sanctioned by the Rajpur-Sonarpur Municipality and the DEVELOPER herein also agreed with the proposal of the OWNERS and also as such both the OWNER and the

DEVELOPER herein entered into a Registered Development Agreement on Development dated 25th day of August, 2017, Book-I, Volume No.-1629-2017, page from 109900 to 109936 Being No162904239 for the year 2017 of the Office of the Additional District Sub – Registrar at Garia, on the terms and conditions contained therein.

The Landowner / Vendor hereof in terms of the above stated Original Agreement for Development dated 25th day of August, 2017, inasmuch as by executing a registered General Power of Attorney dated 26th day of December, Book-I Volume No.-1629-2017, Page from 135239 to 135277 Being No.- 162905028 for the year 2017 of the Office of the Additional District Sub – Registrar at Garia even date (26th day of December, Book-I Volume No.-1629-2017, Page from 135239 to 135277 Being No.- 162905028 for the year 2017 of the Office of the A.D.S.R at Garia, South 24 Parganas), duly authorised, agreed to, empowered and entrusted the work of development of Said Premises to the Developers by raising the construction of a G+ 4 Storied buildings thereon and by virtue whereof the Developer hereto presently is in constructive possession of the said Premises of the Landowner / Vendor and in recent past started the constructional work thereon in accordance with the sanctioned Building Plan of the Municipal Authority.

AND WHEREAS the PURCHASER herein after inspecting all the legal papers , sanctioned plan and position of the buildings **“INDRAPRASTHA”** approached the developer to purchase one self-contained Flat & Car Parking space being Block..... Flat No.- having the Carpet area of Square feet more or less and lying on the of the of the said G+4 storied building, together with right and interest on all common areas, facilities and amenities more fully described in Second schedule hereunder and it has been inter alia agreed between the parties by an agreement for sale dated, 20..... that the developer would sale the aforesaid Flat to the purchaser herein for 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 has been paid by the Purchaser to the Developer by way of full and final payment for the cost of construction of the said flat & parking space to be credited in the Vendor's account and the cost of the proportionate share of land and common spaces also to be credited to the account of the Vendor/Developer and the rights and properties appurtenant thereto. The Developer by Memo of receipt hereunder admit and acknowledge and of and from the payment of the same the Vendor/Developer forever release, discharge, acquit and exonerate the Purchaser the property hereby granted, transferred and conveyed, the Vendor/Developer do hereby grant, sell, transfer, convey, assign and assure and the Vendor/Developer hereby confirms the same unto and in favour of the Purchaser **ALL THAT** the residential Flat as stated in the Second Schedule Being BLOCK....**Flat No., Parking.....**, measuring about sq.ft. Carpet area at the of the said **G+4 STORIED** buildings named as **"INDRAPRASTHA"** and of the said building together with undivided proportionate share in the land which is morefully and particularly mentioned and described in the Second Schedule hereunder and 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 **TOGETHER WITH** the rights of exclusive use and enjoyment of all other rights and liberties or at any time hereafter was situated, butted, bounded, called, known, numbered, described and distinguished **AND ALL THAT** the estate, right, title, and/or interest of the Vendor/Developer and the Vendor/Developer in the aforesaid properties and all deeds, paths, Muniments of title whatsoever exclusively relating to the properties aforesaid **TOGETHER WITH** proportionate right

and/or share in roof, all passages, sewers, drains, pipes, benefits, advantages of all manner of former or other rights, liberties, privileges, appendages and appurtenances thereto the easements and/or quasi-easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the properties all hereafter collectively called ("the property") free from all encumbrances and or alienation whatsoever **TO HAVE AND TO HOLD** the property including the flat and rights and properties appurtenant thereto and each and every part thereof unto and to the use of the Purchaser absolutely and forever as heritable and transferable immovable properties within the meaning of any law for the time being in force and also subject to the payment of all rents, taxes, assessments, rates dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof 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 & Parking Space can only be used for parking of a medium sized motor car or two-wheeler vehicle of the Allottee and not for any other purposes.

THE VENDOR/DEVELOPER HEREBY COVENANT WITH THE PURCHASER as follows :-

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

(ii) **AND THAT** the Vendor/Developer 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 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 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 Vendor/Developer 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 Vendor/Developer.

(iv) The Purchaser shall and may at all times hereafter peaceably and quietly enter upon and hold, occupy, possess and enjoy exclusively and property i.e. the said flat as sated 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 Buildings and every part thereof and/or receive the rents, issues and profits thereof for their own use, without any suit, lawful eviction interruption, disturbance, claims or demands whatsoever from or by the Vendor/Developer or any person or persons lawfully claiming or to claim through under or in trust for the Vendor/Developer 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 Vendor/Developer.

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

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

(vii) The Purchaser, shall hereafter, have the right to mutate his name in the Records of the Rajpur-Sonarpur Municipality, B.L. & L.R.O. Office or any other authority or authorities concerned, as sole owner of the said flat, 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, on or from the date of getting possession in respect of the said flat and or shall pay proportionate taxes/rates on or from the date of registration.

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

(ix) AND FURTHER THAT unless prevented by fire or some other irresistible accident the Vendor/Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser or at any hearing, suit, to the Purchaser and/or the agent/s of the Purchaser or at any hearing, suit, commission, examination or otherwise as occasions shall require the original documents and writings in respect of the Premises which the Vendor/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, rights and properties in any manner whatsoever.

AND IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR/DEVELOPER AND THE PURCHASER as follows :

(1) The Purchaser shall be entitled to all rights, privileges, vertical and lateral supports, easements quasi-easements appendages and appurtenances whatsoever belong (or in any way appertaining to the said Flat) or usually held

used occupied or enjoyed or reputed so to be or know as part parcel thereof or appertaining thereto.

(2) The Purchaser shall be entitled to the right or access in common with the Vendor/Developer and/or other occupiers of the said building at the time and for all normal purposes connected with the use and enjoyed or the said building.

(3) The Purchaser and his 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 pathways comprised with the said building therein contained shall permit the Purchaser or any person deriving title under the Purchaser and /or servants, nominees, employees invites be obstructed in anyway by parking vehicles deposit or materials rubbish or otherwise shall have free passage by any person or persons.

(4) The Purchaser shall have the right of protection of the said Flat and to be kept safe and perfect of all portions of the Flat and including the entire premises.

(5) The Purchaser shall also be entitled to the right or passage in common as aforesaid of taking gas, electricity water through open spaces from and to the said Flat through pipes, drainage, wires laying or being in under through or over of the said building and premises so far may be reasonable necessary for the beneficial occupation of the said Flat for the purpose whatsoever.

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

**THE PURCHASER DOTH HEREBY COVENANT WITH THE
VENDOR/DEVELOPER** as follows:-

i) The Purchaser 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 and common expenses and all other outgoing described in the Fourth Schedule hereunder proportionately on or from the date of getting possession in respect of the said flat and or shall pay proportionate taxes/rates on or from the date of registration. The Purchaser shall not raise any unreasonable objection in respect of the said flat and put any requisition concerning the nature, scope and extent thereof.

iii) The Purchaser shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions and all other outgoing in respect of the said flat 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 after its completion and the rights and properties.

iv) The Purchaser shall apply for and have the said flat rights, and properties mutated in his name and separately assessed for the purpose of assessment of Municipal rates and taxes.

v) Until such time the said flat and rights and properties in the building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the Purchaser shall deposit the same with the Vendor/Developer, until the Association is formed by the Vendor/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 taxes.

vi) Upon separation and/or mutation of the said flat and the rights and properties for the purpose of liability of Municipal Rates and taxes and impositions the Purchaser shall pay such Tax, impositions as may be assessed

in respect of the said flat and the rights and properties directly to the Rajpur-Sonarpur Municipality.

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

viii) The Purchaser shall also be liable to pay the penalty, interests, costs charges and expenses and in respect of any such taxes or impositions, proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the Purchaser in complying with his obligations, hereunder concerning the payments and/or deposit or amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Purchaser will accrue with effect from the date of registration/ completion/possession (whichever is later) of the said flat and the rights and properties by the Vendor/Developer to the Purchaser.

ix) The Purchaser hereby undertakes to enter as a member of the Flat Owners' Association to be formed by the Vendor/Developer in the Newly constructed Building appurtenant thereto 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 purpose and the Purchaser undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Purchaser shall co-operate with the Vendor/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 Vendor/Developer for all liabilities due to non-fulfillment of their respective obligation hereunder.

xi) The Purchaser shall at his 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 of residential purpose.

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

- i.** Not to interfere with or hinder or obstruct in any manner whatsoever in the construction of the said Building or any part thereof by the Vendor/Developer.
- ii.** 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 Vendor/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.
- 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 obstruct in any manner the Vendor/Developer in construction of other blocks or transferring any right in or on the land, building or other flat etc.
- ix.** Not to claim any partition or sub-division of the said land or the common parts.
- x.** To permit the Vendor/Developer and its Surveyors or agents at all reasonable time and upon 48 hours previous notice in writing to the Purchaser to enter upon the said flat and every part thereof to inspect the state and condition thereof and of all defects, decay and after assessing the repairs

required to be carried out to give notice to the Purchaser to repair defects within 7 (seven) days of such notice the repairs/defects should be made good at the cost of the Purchaser.

xi. To allow the co-Purchaser/owners the rights, easements and/or quasi-easements as set out in the Third Schedule.

xii. To observe, fulfill and carry out all its obligations regarding the said flat and matters relating thereto.

xiii. The Purchaser along with other co-Purchaser and occupiers in the Building shall not have any right to block any common passage, so long the utility provided to the Purchaser and occupiers is not obstructed and/or hampered in the event of ingress and egress.

FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PREMISES)

i) ALL THAT piece or parcel of well demarcated **ALL THAT** piece or parcel of land measuring about 12 Cottahs 10 Chittacks 44 sq.ft. be the same a little more or less lying and situate at P.S. Sonarpur, District : South 24 Parganas, Kolkata – 700084, being Specific Portion measuring about 06 Cottahs 05 Chittacks 33 sq.ft. more or less being the part of R.S. Dag No. 1205, in R.S. Khatian No. 66 and Specific Portion measuring about 06 Cottahs 13 Chittacks 35 sq.ft. more or less in R.S. Dag No. 1107/1896 appertaining to R.S. Khatian No. 1371, within Mouza Barhansfartabad, J.L. No. 47, R.S. No.7, Touzi No. 109, Additional District Sub-Registrar – Sonarpur, within the limits of Ward No 28 (formerly 27), of the Rajpur-Sonarpur Municipality with all sorts of easements and other rights, which is butted and bounded by :-

ON THE NORTH : By land of Dag No-1107,

ON THE SOUTH: By land of Dag No-1206

ON-THE EAST : By land of Bani Prasad Ghosal

ON THE WEST: By 16ft wide road

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE FLAT HEREBY AGREED TO BE SOLD)

ALL THAT fully complete and finished self contained Flat being Block**Flat No.** having the carpet area of **Square Feet** more or less lying on the of the and of the said G+4 storied building (To be named as **“INDRAPRASTHA”**), consisting of .. Bed Rooms, ... Kitchen cum Dining,Toilet, 1 W.C. and 1 Balcony of the said G+4 storied buildings. TOGETHER WITH undivided proportionate and impartible share of land underneath the building attributable thereto of the said Premises stated in the First Schedule written herein above as well as with all other easement, quasi-easement and common rights and interest on all common areas, facilities, provisions and amenities attached to and available therewith and to be finished and completed in accordance with the specifications so particularly mentioned in the Third Schedule written herein below.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Common areas and facilities)

1. The total land upon which the G+4 storied buildings is constructed and built and all assessments, rights and appurtenances belonging to the land and the building.
2. The foundations, columns, girders, beams, supports, main walls corridors, lobbied, stairs stairways, water tanks entrance and exists of the building mean for common user of all the flat owners including the Landowner/Developer.

3. Installations of common services, such as light, gas, sewerage etc. meant for common use of all the flat or apartment owners including the Vendor/Developer.
4. All common passage of all floors, proportionate share of roof right, stair landing approaching to the flat and also connecting to the main entrance of the premises at ground floor.
5. Drainage, sewerage electrical installations water pump, deep tube well, water pipes, reservoir both underground and overhead.
6. Lift with lift shaft and the lobby in front of it on typical floors and Lift machine room and the stair leading to the roof thereof.
7. Plumbing installations save and except the installation within the flat.
8. Lighting of passage and common areas.
9. To use the septic tank, common with other and to maintain the same collectively with the other flat owners of the building including the Landowner/Developer.
10. Electric meter room and the electric meter space and in general all apparatus and installations exists or to be installed for the common use.
11. All open to sky space on the ground floor mean for ingress and egress to and from the flat or apartment.
12. Such other common facilities as may be specifically provided for in the declaration.
13. All other parts of the property necessary of convenient to its existence maintenance and safety or normally in common use of the building with other flat owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. All expenses for the maintenance, administration, repairs, replacement and renovation of the main structure and in particular the filter water and rain water pipes of the building water pipes and electric wire under or upon the building enjoyed or used by the Purchasers, the Landowner/Developer and all

apartment owners of the building and the main entrance landing stair case of the building as enjoyed by all the apartment owners with the Landowner/ Developer in common as aforesaid and the boundary walls of the building compound etc. The costs of sweepers, electricians etc. for the common areas and facilities.

2. The Municipal taxes as levied or may be levied from time to time in respect of the whole of the building and all replacements improvements or additions or alterations of the common areas and facilities as described in Third Schedule hereinabove and all sums assessed against the apartment owners.

3. Costs of establishment and operations of the Association relating to the common purposes.

4. Litigation expenses incurred for the common purposes.

5. Office Administrative over head expenses incurred for maintaining the office for common purposes.

6. The Purchasers at their own costs and expenses will make emergency repair if it relates to their said unit and bear proportionate costs and expenses if it relates to the common areas and facilities to prevent any damage of the building.

7. All expenses referred to above shall be borne and paid proportionately by the Purchasers along with other co-Purchasers on and from the date of taking possession of their respective flat.

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.

WITNESSES:-

1.

2.

(SIGNATURE OF THE LANDOWNER)

Constituted attorney of

Manik Lal Naskar & others

(SIGNATURE OF THE PURCHASER)

(SIGNATURE OF THE DEVELOPER)

MEMO OF CONSIDERATION

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

- 1.
- 2.
- 3.
- .
- .

=====

Total Rs.-

Total : Rupees

Signature of the DEVELOPER

Witness:-

- 1.
- 2.

Drafted and prepared by me;

Advocate