

## **SALE DEED**

**THIS SALE DEED** is made on the    day    of    .....,  
**20....** (Two Thousand .....) **BETWEEN** (1) **SRI SAKTIMAN  
DAS** , PAN NO.-**ADJPD6737F**, Son of Late Durga Charan Das,  
by Religion - Hindu, by    profession - Retired Person, Citizen of  
India and (2) **SRI BHABANI DAS** , PAN NO.-**AWLPD7348H**,  
Son of Late Durga Charan Das, by Religion - Hindu, by  
profession - Business, Citizen of India. Both residing at -  
Burdgetown, P.O.- Midnapore, P.S. - Kotwali, Dist- Paschim  
Medinipur, Pin - 721101.FOR CONSTITUTED ATTORNEY  
(being registered POWER OF ATTORNEY NO.- 1602, DATED -  
19.01.2020) OF SRI SAKTIMAN DAS and SRI BHABANI DAS  
hereinafter called and referred to as the **“OWNER”** (which  
expression shall unless excluded by or repugnant to the context  
be deemed to mean and include his legal representative, heirs,  
successors, executors and/or assigns) of the **FIRST PART**

**A N D**

**SUHASINI CONSTRUCTIONS (PAN NO. ADEFS1917R)** a Partnership Firm having its office at Rabindranagar, P.O., P.S.(Kotwali) and A.D.S.R.O.- Midnapore, Dist.- Paschim Medinipur and represented by its Partners namely (1) **SRI ANANDA GOPAL MAITY**, Son of Late Anil Kumar Maity, by religion – Hindu, by profession – Business, Citizenship – Indian, resident of Rabindranagar, P.O., P.S. (Kotwali) and A.D.S.R.O.- Midnapore, Dist.- Paschim Medinipur, (PAN NO.- **AKEPM1954H**), Aadhar no.- **2512-2595-2786** and **SWETA PAL (MAITY)** Wife of Sri Ananda Gopal Maity, by religion – Hindu, by profession – Business, Citizenship – Indian, resident of Rabindranagar, P.O., P.S.(Kotwali) and A.D.S.R.O.- Midnapore, Dist.- Paschim Medinipur, (PAN NO.-**AKEPM1953A**), Aadhar no.- **7625-3716-8052**, hereinafter referred to as the "**DEVELOPER/PROMOTER** " (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.....) (AADHAAR NO.....) son/daughter of....., by Caste-....., by occupation-....., residing at....., hereinafter called the "**ALLOTTEE/PURCHASER** " (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/Promoter and Allottee/Purchaser shall hereinafter collectively be referred to as the Parties" and individually as a "Party".

**WHEREAS:**

- A.** WHEREAS the property described in the 'A' schedule below previously belonged to Sudhindra Kumar Sanyal of 62 Majid Bari Street, Police Station - Bartola, Kolkata, While said Sudhindra Kumar Sanyal had been performing right, title, interest and possession in respect of the said property he gifted the said property to his son Rajat Kumar Sanyal @ Rajat Sanyal by a registered Deed of Gift being no.- 4006 on 01.06.1970, book no-I, Volume no-66, Pages - 75-77 for the year 1970 which was registered in the Cossipore, Dum Dum Sub-Registry office in the District of 24 Parganas.
- B.** AND WHEREAS after obtaining the said property while said Rajat Kumar Sanyal @ Rajat Sanyal had been performing right, title, interest and possession in respect of the said property without any interruption by anybody, he transferred the same to Durga Charan Malakar son of Late Girish Chandra Malakar by a registered Deed of Sale being no.- 5056 of the year 1970 registered in the office of Midnapore Sadar Joint Subregistry.
- C.** AND WHEREAS may be mentioned herewith that the surname of Durga Charan as well as his father viz, Girish Chandra was Das Malakar. On 05.01.1987 by swearing an Affidavit before the Judicial Magistrate, 1st Class Midnapore, Durga Charan and his family

members will be Das and since then Durga Charan Malakar known as Durga Charan Das by the strength of Affidavit no.- 85, dated - 05.01.1987 sworn before the Judicial Magistrate, 1st class, Midnapore.

- D.** AND WHEREAS the name of Durga Charan Malakar has been mutated in the office of the Block Land & Land Reforms Office in L.R. Khatian no.- 366 measuring an area 0.1650 acre.
- E.** AND WHEREAS his name has been mutated as Durga Charan Das in the office of the Midnapore Municipality within Ward no.- 6(new), 22 (Old) in holding no.- 235 (New), 0011 (Old) and in the purchase deed being no.- 5056 , dated - 25.07.1970 purchased by Durga Charan Malakar from Rajat Kumar Sanyal @ Rajat Sanyal, area of the property has been noted 6240 square feet or 0.1434 acre. But in the physical measurement the said land is measuring 0.1650 acre. Durga Charan Malakar always possessed 0.1650 acre as per physical possession and as per physical measurement and for such reason at the time of preparation of L.R.R.O.R. the measurement of the land of Durga Charan Malakar has been noted and recorded 0.1650 acre.
- F.** AND WHEREAS while said Durga Charan Malakar (Durga Charan Das) has been performing right, title, interest and possession in respect of the said property and had been paying Government rent and Municipal tax in his name, he died on 14.12.1990 leaving behind his surviving wife viz, Pratima Rani Das, two sons viz Saktiman Das and Bhabani Das and three daughters viz, Jogmaya Das (Bera), Dipasree Das & Mandira Das as his legal heirs and legal representatives according to Hindu Succession Act. After the demise

of Durga Charan Das his daughter viz, Mandira Das died on 12.04.1994 un-married condition and his wife viz, Pratima Rani Das died on 13.05.2010.

**G.** AND WHEREAS after the demise of Durga Charan Das his aforesaid property which is mention in the schedule below had been inherited by his wife viz, Pratima Rani Das (Since deceased), two sons, Saktiman Das, Bhabani Das and three daughters viz, Jogmaya Das (Bera), Dipasree Das and Mandira Das (since deceased) and had been performing right, title, interest and possession undivided 1/5<sup>th</sup> share each.

**H.** AND WHEREAS after the demise of Mandira Das and Pratima Rani Das now the property described in the schedule below have been performing right, title, interest and possession by the viz, Saktiman Das, Bhabani Das, Jogmaya Das (Bera) and Dipasree Das in 1/4<sup>th</sup> undivided share equally.

**I.** AND WHEREAS while Saktiman Das, Bhabani Das Jogmaya Das (Bera) & Dipasree Das has been performing right, title, interest and possession and had been paying Government rent and Municipal tax jointly and ejmali, Jogmaya Das (Bera) transferred her undivided 1/4<sup>th</sup> share in favour of Bhabani Das by a registered Deed of Gift being no .- 918/2019 dated - 29.11.2019.

**J.** AND WHEREAS subsequently Dipasree Das transferred her undivided 1/4<sup>th</sup> share in favour of Bhabani Das by a registered Deed of Gift being no.- 4940/2019 dated - 02.12.2019.

**K.** AND WHEREAS at present Saktiman Das & Bhabani Das they are being the absolute lawful owners of the property fully described in the schedule below. Bhabani Das is the lawful owner of 3/4<sup>th</sup>

undivided share and Saktiman Das is the lawful owner of 1/4<sup>th</sup> undivided share.

- L.** By virtue of the above-mentioned Deeds the said owners are now in peaceful possession of the said property described in the 'A' schedule below and have been performing right, title, interest and possession jointly and ejmali.
- M.** Thereafter, with an intention to develop the said First Schedule land into a multi-storied building complex the owner herein entered into a Development Agreement with the Developer/Promoter herein which was registered on .....before D.S.R.-I, Paschim Midnapore and recorded in Book No. I, Volume No. ....Pages .....to 128228, Being No. .... for the year 20.... and for smooth running of the said construction work the owner herein executed a Power of Attorney which was registered on ..... before D.S.R.-I, Paschim Midnapore and recorded in Book No. I, Volume No....., Pages ..... to ....., Being No. .... for the year 20....;
- N.** Thereafter the Developer/Promoter herein submitted a building plan to be sanctioned in respect of the land as described in the First Schedule hereunder and got the sanctioned building plan bearing sanction no. .... dated ..... duly sanctioned from Midnapur Municipality;
- O.** The Said Land is earmarked for the purpose of building a residential building project comprising G+10 storied building and the said building project shall be known as “**ABHISHEK APARTMENT**”.

**P.** The Allotee/Purchaser herein after inspecting all the legal papers, sanctioned plan and position of the building approached the Owners/Developer/Promoter 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 ..... sq. ft. useable area at the Ground Floor of the said building complex named as " ABHISHEK APARTMENT" 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/Promoter would sale the aforesaid Flat and a car parking space (being the allocation of the Promoter/Developer herein as per the Development Agreement dated .....) to the Allotee/Purchaser herein for a consideration of Rs...../- (Rupees .....) only with the undivided right, title and interest in the said land as described in First Schedule with all common facilities of ingress and egress as mentioned in Third Schedule hereunder and also taking the liabilities of the common expenses as mentioned in Fourth Schedule hereunder;

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-**

That in pursuance of the said Agreement for Sale dated ....., and in consideration of the said total sum of Rs...../- (Rupees .....) only paid by the Allotee/Purchaser to the Developer/Promoter by way of full and final payment for the price of the said flat and a car parking space to be credited in the Developer/Promoters account and the price of the

proportionate share of land and common spaces also to be credited to the account of the Owners/Developer/Promoter and the rights and properties appurtenant thereto **AND** the Developer/Promoter hereby as also by Memo of receipt hereunder admit and acknowledge and of and from the payment of the same the Owners/Developer/Promoter forever release, discharge, acquit and exonerate the Allotee/Purchaser the said flat, one car parking space and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Allotee/Purchaser, the Owners/Developer/Promoter 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 Allotee/Purchaser **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 "**ABHISHEK APARTMENT**" 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 use 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 /Promoter 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 Allotee/Purchaser absolutely and forever as heritable and transferable immovable properties within the meaning of any law for the time being in force AND subject to the payment of all maintenance charges to the maintenance Association/agents engaged for carrying out the maintenance were and also all rents, taxes, assessments, rates dues and duties now chargeable upon the same or which may hereafter become payable in respect of the said properties to the Government of West Bengal, Midnapur 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/PROMOTER HEREBY COVENANT WITH THE ALLOTEE/PURCHASER** as follows:-

(i) **THAT** the interest which the Owners/Developer/Promoter and profess, transfer subsists and the Owners/Developer/Promoter 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/Promoter and hereby confirms the same unto and in favour of the Allotee/Purchaser absolutely and forever.

(ii) **AND THAT** the Owners/Developer/Promoter 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/Promoter 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/Promoter.

(iv) **AND THAT** the Allotee/Purchaser shall and may at all times hereafter peaceably and quietly enter upon and hold, occupy, possess and enjoy exclusively the property i.e. the said flat and a car parking space as stated in the Second Schedule together with undivided

proportionate share of land and also enjoy the facilities commonly with others in respect of common areas in the Building and every part thereof and/or receive the rents, issues and profits thereof for her own use, without any suit, lawful eviction interruption, disturbance, claims or demands whatsoever from or by the Owners/Developer/Promoter and or any person or persons lawfully claiming or to claim through under or in trust for the Owners/Developer/Promoter 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/Promoter.

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

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

**(vii) AND THAT** the Allotee/Purchaser, shall hereafter, has the right to mutate their names in the Records of the Midnapur 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 Allotee/Purchaser will pay proportionate share of rates and taxes.

**(viii) AND THAT** The Allotee/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 Owners/Developer/Promoter shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Allotee/Purchaser or at any hearing, suit, to the Allotee and/or the agent/s of the Allotee/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 Owners/Developer/Promoter 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/PROMOTER AND AND THE ALLOTEE/PURCHASER** as

follows:-

- (1) The Allotee/Purchaser shall be entitled to all rights, privileges vertical and lateral supports, easements quasi-easements appendages and appurtenances whatsoever belong (or in any way appertaining to the said Flat and a car-parking space) or usually held used occupied or enjoyed or reputed so to be or know as part parcel thereof or appertaining thereto.
- (2) The Allotee/Purchaser shall be entitled to the right or access in common with the Owners/Developer/Promoter 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 Allotee/Purchaser and their agent/s and nominees are also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment as the said Flat and a car parking space and pathways comprised with the said building therein contained shall permit the Allotee/Purchaser or any person deriving title under the Allotee/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 Allotee/Purchaser shall have the right of protection of the said Flat and a car parking space to be kept safe and perfect of all portions of the Flat including the entire premises.

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

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

**THE ALLOTTEE/PURCHASER DOTH HEREBY COVENANT  
WITH THE OWNERS/DEVELOPER/PROMOTER** as follows:-

**i)** The Allottee/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, a car parking space and common expenses and all other outgoing described in the Fourth Schedule hereunder proportionately.

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

**iii)** The Allottee/Purchaser shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions

and all other outgoing in respect of the said flat and a car parking space after getting it completed through the Developer/Promoter 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 Allotee/Purchaser 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 Allotee/Purchaser shall deposit the same with the Owners /Developer/Promoter, until the Association is formed by the Owners /Developer/Promoter 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 Allotee /Purchaser shall pay such Tax, impositions as may be assessed in respect of the said flat and the rights and properties directly to the Midnapur Municipality.

**vii)** The Allotee/Purchaser shall also bear and pay all other taxes and impositions as are levied or may be levied further including

multi-storied Building Tax, Urban Land Tax, if any, water tax etc. in respect of the Building and the said flat proportionately.

**viii)** The Allotee/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 Allotee/Purchaser in complying with their obligations, hereunder concerning the payments and/or deposit or amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Allotee/Purchaser will accrue with effect from the date of registration/possession (whichever is earlier) of the said flat and the rights and properties by the Owners /Developer/Promoter to the Allotee/Purchaser.

**ix)** The Allotee/Purchaser hereby undertakes to enter as a member of the Flat Owners' Association to be formed by the Owners /Developer/Promoter 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 Allotee /Purchaser undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Allotee /Purchaser shall co-operate with the Owners/Developer/Promoter 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/Promoter for all liabilities due to non-fulfillment of her respective obligation hereunder.

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

**THE ALLOTEE/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 Owners/Developer/Promoter.
- 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 /Promoter'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 /Promoter 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 Allotee/Purchaser and occupiers is not obstructed and/or hampered in the event of ingress and egress.

**THE OWNERS/DEVELOPER/PROMOTER AND THE**  
**COVENANTS WITH THE ALLOTEE/PURCHASER THAT:-**

- i. The Allotee/Purchaser shall be entitled to all rights privileges vertical and lateral supports easements and quasi easements and appurtenances whatsoever belonging or in anywise appertaining to the said flat or therewith usually held occupied or enjoyed or refused or known as part and parcel of the said flat excepting the rights of easements and quasi easements reserving unto the Vendor.
- ii. The right of access in common with the 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/Promoter for the purpose and so far as shall be necessary for the beneficial enjoyment of the said flat and for all lawful purposes whatsoever.

**THE OWNERS AND THE DEVELOPER/PROMOTER DO**  
**HEREBY CONFIRM, RECORD AND DECLARE** that the Developer/Promoter'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/Promoter under the said respective agreements of

development stand duly consolidated upon the Developer/Promoter 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/Promoter 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 ALLOTEE/PURCHASER DOTH HEREBY CONFIRM AND  
DECLARE AND AGREE THAT :-**

- (1) The Allotee/Purchaser shall have and hold the said unit absolutely free from all claims of the Developer/Promoter.
- (2) The duly confirm that the sale and transfer of the said unit is free from all rights interest and claims of the Developer /Promoter.
- (3) The Allotee/Purchaser 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 Allotee /Purchaser 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

Allotee/Purchaser to the said unit in terms of these presents as shall be reasonable required by the Allotee/Purchaser.

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

**ALL THAT** piece and parcel of the land District – Paschim Medinipur, P.S.- Midnapore, within Midnapore Municipality, Ward no.- 6 (old – 22), holding no.- 235, Mouza – Keranitola, J.L. no.- 171, R.S. Khatian no.- 114 L.R. Khatian no.- 1356 & 1357, R.S. Plot no.- 188, L.R. Plot no.- 188, area – 0.1650 acre.

ON THE NORTH : By Dr. M.K.Biswas, Madan Maity & Debabrata Kundu

ON THE SOUTH : By Ranjit Roy, Anjit Roy & Subodh Paul

ON THE EAST : By Anup Kumar Mal

ON THE WEST : By 30 Feet Wide Road

**THE SECOND SCHEDULE ABOVE REFERRED TO**

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

**ALL THAT** piece and parcel of 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 ..... storied building named as “.....” together with the undivided proportionate share of land in the Holding No.- ..... 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 Allotee 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 Allotee 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 Allotee 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/Promoter

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Signature of the Allotee/Purchaser

**MEMO OF CONSIDERATION**

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

Cheque No.	Bank	Date	Amount

**WITNESSES :**

1.

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**Signature of the Developer/Promoter**

2.

Drafted by –