

(1) **MR. MANISH TODI**, son of Late Nagar Mull Todi, by religion : Hindu by occupation : Business, by Nationality : Indian, having PAN:ABVPT1648P, residing at ‘South City’, 375, Prince Anwar Shah Road, Tower- 1, Flat No. 15J, Police Station : Jadavpur, Post Office : Jodhpur Park, Kolkata : 700068, (2) **MRS. SHALINI TODI** wife of Mr Manish Todi by religion : Hindu by occupation : Housewife, by Nationality : Indian, having PAN: ACAPT6770E, residing at ‘South City’, 375, Prince Anwar Shah Road, Tower- 1, Flat No. 15J, Police Station : Jadavpur, Post Office : Jodhpur Park, Kolkata : 700068, and (3) **MR. ANIRUDH TODI** son of Mr Manish Todi by religion : Hindu by occupation : Business, by Nationality : Indian, having PAN : AOGPT6776G, residing at ‘South City’, 375, Prince Anwar Shah Road, Tower -1, Flat No. 15J, Police Station : Jadavpur, Post Office : Jodhpur Park, Kolkata : 700068, hereinafter jointly & collectively referred to as the **OWNERS/PROMOTERS**(which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors – in their respective offices / interest and assigns), Owners Nos.2 & 3, being represented by/or acting through Constituted Attorney **MR. MANISH TODI**, Owner No.1, son of Late Nagar Mull Todi, having PAN ABVPT1648P, residing at ‘South City’,375, Prince Anwar Shah Road, Tower- 1, Flat No. 15J, Police Station : Jadavpur, Post Office : Jodhpur Park, Kolkata : 700068 by a registered Power of Attorney **Being No.60 in Book No.IV, for the year 2019 registered at the Office of A.D.S.R. Garia , of the ONE PART**

AND

,hereinafter called the **PURCHASER/S**
(which term or expression shall unless excluded by/or repugnant to the context be deemed to mean and include her/his/their executors, ,heirs, administrators, Legal represented and assigns)**OF THE OTHER PART**

WHEREAS:

- A. In this certain expressions have been assigned particular meaning thereof as would appear from the FIRST SCHEDULE hereunder written.
- B. During Revisional Settlement Operation the names of Nagendra Sardar and Jitesh Ranjan Ghosh were jointly recorded as Rayats in respect of land measuring 66 decimals (the split up of the land being :- 51 decimals of Dag No.545 plus 15 decimals of Dag No 547) of Khatian No.113 of Mouza - Laskarpur, J.L No.57 Touzi No.3-5, R.S.No.174, Pargana Magura Police Station and Sub Registration Office at Sonarpur, District 24 Parganas now South 24 Parganas and enjoying every right, title and interest over the aforesaid property without interruption, claim and demand whatsoever.
- C. While seized and possessed of the aforesaid land an amicable mutual settlement were arrived at in between Nagendra Sardar and Jitesh Ranjan Ghosh in respect of the aforesaid property.
- D. By virtue of the said amicable mutual settlement the said Jitesh Ranjan Ghosh became an absolute owner in respect of land measuring an area of 51 decimals comprised in R.S Dag No.545, R.S Khatian No.113 of Mouza- Laskarpur,J.L No.57,Touzi No.35, R.S.No. 174, Pargana Magura, Police Station and Sub Registration Office at Sonarpur, District 24 Parganas now South 24- Parganas.
- E. The said Jitesh Ranjan Ghosh constructed a brick built house and other sheds and structures on the said land and was in was in physical possession of the

aforesaid land residing in brick built house and other sheds and structure till his death free from all encumbrances by paying necessary taxes to the concerned authorities of the Government.

- F. The said Jitesh Ranjan Ghosh had three sons namely, Sri Dinendra Nath Ghosh, Sri Amarendra Nath Ghosh and Sri Abanindra Nath Ghosh and his wife, Smt. Manorama Ghosh
- G. The said JiteshRanjan Ghosh had during his life time executed a gift in favour of his two Sons, namely, Sri Amarendra Nath Ghosh and Sri Abanindra Nath Ghosh in presence of his other son, Sri Dinendra Nath Ghosh and his wife Smt. Monorama Ghosh in respect of ALL THAT Piece and parcel of land measuring 51 decimals alongwith buildings, sheds and structures thereon situated and lying at Mouza-Laskarpur, J.L.No.57, Pargana-Mugura, Touzi No.3-5, R.S.No.174, comprising in R.S.Dag No.545, R.S.Khatian No.113, Police Station-Sonarapur, S.R.office at Sonarapur, District-24-Parganas now South 24-Parganas,
- H. The said Jitesh Ranjan Ghosh died sometime in the year 1970 leaving behind him his wife, Smt. Monorama Ghosh and three sons, namely, Sri Dinendra Nath Ghosh, Sri Amarendra Nath Ghosh and Sri Abanindra Nath Ghosh as his only heirs and legal representatives, who thus became the joint owners of the aforesaid property mentioned above.
- I. While enjoying the aforesaid property the said Sri Amarendra Nath Ghosh and Sri Abanindra Nath Ghosh for better use and enjoyment of ALL THAT Piece

and parcel of land measuring 51 decimals alongwith buildings, sheds and structures thereon situated and lying at Mouza-Laskarpur, J.L.No.57, Pargana-Mugura, Touzi No.3-5, R.S.No.174, comprising in R.S.Dag No.545, R.S.Khatian No.113, Police Station-Sonarpur, S.R.office at Sonarpur, District-24-Parganas now South 24-Parganas, made partitioned amongst themselves and to that effect a deed of partition has been executed and registered on 6th March 1971 by and between the said Amarendra Nath Ghosh and Abanindra Nath Ghosh, wherein , the other heirs of the said Jitesh Ranjan Ghosh namely Smt. Manorama Ghosh and Dinendra Nath Ghosh have been made party as a Confirming Party. The said Confirming Party have also confirmed the terms and conditions and statements made therein and also confirmed the execution of the said Partition. The said deed of partition was duly registered in the office of District Registrar at Alipore and recorded in Book No. I, Volume No.37 , Pages- 119 to 125 , Being No.883 for the year 1971.

- J. By virtue of the said Deed of Partition AbanindraNath Ghosh being the Second part of the said partition Deed and thus became the owner of All that the land measuring an area of 19 Cottahs 02 Chittaks 30 Square feet comprised in R.S Dag No.545 R.S Khatian No.113 of Mouza - Laskarpur, J.L No.57, Touzi No.3-5 ,R.S.No.174, Pargana- Magura Police Station and Sub Registration Office at Sonarpur, District 24 Parganas now South 24 Parganas together with buildings, sheds , structures & water reservoir standing thereon more fully

described in the Schedule "Ga" and particularly described in Lot- C of the map or plan annexed thereto of the said Deed of Partition.

- K. The said Abanindra Nath Ghosh entered into an Agreement for Sale with Ashis Kumar Mukherjee son of Madhusudan Mukherjee and Ashok Kumar Paul son of Late Nadiar Chand Paul, in respect of the land measuring an area of 19 Cottahs 02 Chittaks 30 Square Feet comprised in R.S Dag No.545, R.S. Khatian No.113 of Mouza Laskarpur, J.L No.57, Touzi No.3-5, R.S.No.174, Pargana Magura Police Station and Sub Registration Office at Sonarpur, District 24 Parganas now South 24 Parganas together with structure standing thereon more fully and particularly described in the Schedule there under written. The said Agreement for Sale was registered in the Office District Registrar at Alipore and recorded in Book No.I, Volume No.207 at Pages 188 to 190 Being No.7015 for the year 1977.
- L. The said Abanindra Nath Ghosh subsequently to the said agreement applied for obtaining permission from the competent authority under u/s 27 of the Urban Land Ceiling Act.1976.
- M. By Memo No.1773 dated 6th September 1980, the competent authority granted permission to said Sri Abanindra Nath Ghosh for transfer of 1122 Square Meter (equivalent to 16 cottahs 12 chittaks 17 sq.ft.) of land comprised in R.S Dag No.545, R.S Khatian No.113 of Mouza Laskarpur, J.L No.57, Touzi No.3-5, R.S.No.174, Pargana Magura Police Station and Sub Registration Office at Sonarpur, District 24 Parganas now South 24 Parganas together with buildings,

sheds, structures & water reservoir standing thereon and the balance portion measuring an area of 148.91 Square Meter of land has been lying vested in to the Government of West Bengal.

N. On 14.10.1980 the said AbanindraNath Ghosh as Owner/Vendor therein sold, transferred and conveyed to Ashis Kumar Mukherjee son of Madhusudan Mukherjee and Ashok Kumar Paul son of Late Nadiar Chand Paul, in respect of the land measuring an area of 1122 Square Meter equivalent to 16 Cottahs 12 Chittaks 17 Square Feet more or less comprised in R.S Dag No.545, R.S Khatian No.113 of Mouza-Laskarpur, J.L No.57, R.S.No.174, Touzi No.3-5, Pargana-Magura Police Station and Sub Registration Office at Sonarpur, District 24 Parganas now South 24 Parganas together with buildings, sheds, structures & water reservoir standing thereon more fully and particularly described in the Schedule there under written. The said Deed was registered in the Office of D.R Alipore and recorded in Book No. I, Volume No.214 at Pages 175 to 187 Being No.8596 for the year 1980 and simultaneously after registration of the said deed possession was delivered to the said Ashis Kumar Mukherjee and Ashok Kumar Paul.

O. While enjoying the said property on 29.04.1987 the said Ashis Kumar Mukherjee and Ashok Kumar Paul sold, transferred and conveyed to Southern Cooling Towers Pvt. Ltd., a company registered under the Companies Act, 1956 having its registered Office at No.46/10, Babu Bagan Lane, Police Station Jadavpur, Post Office Dhakuria, Kolkata 700031 (presently at 2, Chowringee

Terrace, Kolkata – 700020), the purchaser therein also the Vendor herein of All that piece and parcel of Danga land measuring an area of 1122 Square Meter equivalent to 16 cottahs 12 Chittaks 17 Square Feet more or less comprised in R.S Dag No.545 R.S Khatian No.113 of MouzaLaskarpur, J.LNo.57 Touzi No.3-5, ParganaMagura Police Station and Additional District Sub Registration Office at Sonarpur, District 24 Parganas now South 24 Parganas together with buildings, sheds, structures & water reservoir standing thereon more fully and particularly described in the Schedule there under written. The said Deed was registered in the Office of Alipur Court, and recorded in Book No.I, Volume No.109 at Pages 337. To 354 Being No.4413for the year 1987.

P. During L.R Operation the name of said Southern Cooling Tower Pvt. Ltd. was duly recorded in L.R Dag No.1224 L.R Khatian No.1990 of MouzaLaskarpur, J.L No.57, R.S.No.174, Touzi No.3-5, ParganaMagura Police Station and Sub Registration Office at Sonarpur, District 24 Parganas now South 24 Parganas and that the Owner/ Vendor has also mutated it's name in the record of the RajpurSonarpur Municipality having Holding No. 177, Purba Para within ward no. 29 (now Ward No. 31) of the RajpurSonarpur Municipality being the lawful Owner of the Said Land.

Q. By a registerered deed of conveyance dated 24th day of January 2018, the said owner M/s Southern Cooling Towers Private Limited, Vendors therein sold, transferred and conveyed the land measuring of Danga land measuring an area of 1122 Square Meter equivalent to 16 cottahs 12 Chittaks 17 Square Feet more

or less comprised in R.S Dag No.545, L.R.Dag No.1224 R.S Khatian No.113, L.R.Khatian 1990 in favour of (1) **MR. MANISH TODI**, (2) **MRS. SHALINI TODI**, and (3) **MR. ANIRUDH TODI** the Purchasers therein also Owners/Promoters herein registered at the Office of A.D.S.R. Garia and recorded in Book No.I, Volume No.1629-2018, Pages- 10227 to 10268, Being No.162900279 for the year 2018.

R. Thus, the said (1) **MR. MANISH TODI**, (2) **MRS. SHALINI TODI**, and (3) **MR. ANIRUDH TODI**, Owners/Promoters herein became the absolute owners of ALL THAT demarcated plots of land measuring **All that piece and parcel** of land measuring an area of 1122 Sq Mt equivalent to **16 cottahs 12 Chittaks 17 Square Feet more or less** along with care taker room with toilet measuring about 500 Sq.ft. and sheds and structures standing thereon situate and lying at Mouza-Laskarpur, J.L.No.57,Touzi No.3-5, R.S.No.174, Pargana- Mugura, Office of A.D.S.R. at Garia, comprised in R.S Dag No.545, R.S Khatian No.113 corresponding to L.R Dag No.1224, Holding No.177 Purbapara, Ward No.31(previously 29), Under Rajpur Sonarpur Municipality, District 24 South Parganas Kolkata-700153. Subsequently the Owners/Vendors mutated the said property in their names in the Assessment Register of the Rajpur-Sonarpur Municipality in respect of the aforesaid property and paying taxes regularly in their own names to the said office of the Rajpur-Sonarpur Municipality being known numbered and distinguished as the Holding No.177, Purbapara, P.O. Laskarpur, P.S. Narendrapur (previously Sonarpur), Kolkata-700 153 under the limits of the Rajpur - Sonarpur Municipality, Ward No. 31, District-South 24-Parganas and also mutated

their names in the Office of B.L.L.R.O. in L.R.Records of rights vide L.R.Khatian Nos. 2665, 2666 & 2668 and L.R.Dag No.1224, and paid the rent and taxes upto date. hereinafter called the **SAID PREMISES** and more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

- S. Thus the Owners/Vendors herein became seized and possessed of and became full and absolute owner thereof of the Said Premises and each of the Owner/Vendor acquiring an equal undivided 1/3rd share or interest into or upon the said property.
- T. By virtue of an Agreement dated 15/01/2019, Manish Todi, one of the Co-owner, has been appointed as the Lead Manager and is entitled to take all necessary steps required for construction of the said property and commercially exploit the same. It is also agreed between the Co-owners that the Lead Manager is entitled to enter into negotiations and make sale of the Units to intending Buyers/Purchasers and sign all agreements, deeds and documents. The Lead Manager will be able to receive all sale proceeds on behalf of self and other Co-owners. And for that purpose, (1) Mrs. Shalini Todi and (2) Anirudh Todi, the other Co-owners herein have appointed Manish Todi, the third Co-owner, as their Constituted Attorney vide a Power of Attorney duly registered at the office of A.D.S.R. Garia being no.162900060 Book no. IV Volume no. 1629 Pages 1105to1121 for the year 2019, to undertake the necessary work of construction of the said property and to deal with and/or sell the same.
- U. On being fully satisfied as to the marketable title made out by the Owners/Vendors their respective rights to deal with the built up areas as also the right and interest acquired by Purchaser/s and further that the said premises is freed and discharged of all encumbrances, liens, lispensens, charges and attachments, and the purchaser/s hath agreed to purchase and acquire from the Owner/Promoter No.1 herein **ALL THAT** Flat or Unit No. the floor having carpet area measuring about Sq.ft. corresponding to Built up area of Sq.ft. and also super built up area of Sq.ft. of with/without car parking space no. in ground floor of the said premises more

undivided proportionate indefeasible share or interest in the land underneath the premises and attributable to the said Flat and more fully and particularly described in the **SECOND SCHEDULE** hereunder written **TOGETHER ALSO WITH** the proportionate share in the common parts and portions, more fully and particularly described in the **FOURTH SCHEDULE** hereunder written **TO HAVE AND HOLD** the “**THE SAID FLAT**” **TOGETHER WITH** undivided proportionate indefeasible share or interest in the land and all other benefits, and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or portion thereof absolutely and forever **SUBJECT TO** covenants and conditions whatsoever obligatory on the part of the purchaser/s to be observed and performed specifically in Fourth Schedule **AND ALL** the estate right, title, claim, demand whatsoever for the vendors into and upon the said land hereditaments and holding together with undivided proportionate share or interest **TO HAVE AND TO HOLD** the said flat together with the undivided proportionate share in all common parts as aforesaid free from all encumbrances, attachments, liens, lispendences, claims, demands, trusts and liabilities and the vendors/or Promoters do hereby covenant with the purchasers that notwithstanding any act, deed, matter or thing by the vendors/or Promoters done executed or knowingly suffered in the contrary the vendor has acquired good right, full power and absolute authority and indefeasible title in the said land hereditaments and the ownership flat and every part thereof hereby conveyed or expressed or intended so to be unto and to the use of the purchaser/s in manner aforesaid and the purchaser/s shall and may at all times hereafter peaceably and quietly own possess and enjoy the said flat together with undivided proportionate share of the land and holding and receive and realise rents, issues and profits without any lawfully eviction, interruption, claim or demand whatsoever by the vendor or any persons or persons lawfully or equitably claiming from under or in trust in title and at all times hereafter at the request and costs of the purchaser/s make do and execute or caused to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said flat and or the property and every part thereof hereby granted and conveyed **NOTWITHSTANDING HOWSOEVER** the purchaser/s shall hold the **SAID FLAT** and all other property or properties thereof fully described in the Second Schedule hereunder written to the intend and purposes

the purchasers remain howsoever responsible to the covenants and conditions contained hereunder written.

II. AND THE OWNERS/PROMOTERS, doth hereby covenant with the Purchaser/s as follows :-

- a) That notwithstanding any act, deed, matter or thing whatsoever by the Owner/Promoter done or executed or knowingly suffered to the contrary, the Owners/Promoters and are now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the "SAID FLAT" Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions, use, trust, encumbrances or make void the same.
- b) That notwithstanding any act, deed or things whatsoever done as aforesaid Owners/Promoters have good right, full power and absolute authority to grant, convey, transfer, sell and assign all and singular the "THE SAID FLAT" Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto hereby conveyed, transferred or expressed so to be unto and to the use of the Purchaser/s in the manner as aforesaid.
- c) That the Purchaser/s shall and may at all times hereafter peaceably and quietly hold, possess and enjoy "THE SAID FLAT" Together With undivided proportionate indefeasible share or interest in the land and the rights and properties appurtenant thereto and receive all the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever by the Owners or any person or persons having or lawfully or equitably claiming as aforesaid.
- d) That the Owners/Promoters doth hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser to produce or cause to be produced to the Purchaser or to its Attorneys or agents at or

before any trial examination or commission for inspection or otherwise as the occasion shall require the title deeds in connection with the said premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

- e) The Purchaser/s shall have the right of execution, maintenances repairing, replacing, painting of the doors, windows inside decoration of the said flat and provided any such act, does not cause obstruction or nuisance or permanent obstruction to the other flat owners.
- f) The Purchaser/s shall have right to use all common facilities , open spaces around the four side of the building and right of egress and ingress through the gate provided for common passage and entrance.
- g) The entire Building Complex is named as **SKYLINEALTURA** and the said name shall not be changed under any circumstances.

III) THE PURCHASER/S DOTH HEREBY COVENANT AND AGREE WITH THE OWNER / PROMOTERS as following :

As from the date of possession of the said Unit, the Purchaser/s agree and covenant to observe and perform several restrictions and other obligations:-

1. The Purchaser/s neither have nor shall claim from the vendors any independent right, title and interest in any other part or portion of the building save and except the flat hereunder conveyed but shall have common right and facilities and benefits provided in **Fourth Schedule** hereunder written
- 2) i) To co-operate with the other co-purchasers and the owner and the Society/Association including the Vendors in the management and maintenance of the New building.
- ii) To observe the rules framed from time to time of the Society/Association.

- iii) Not to do anything or prevent the owners and/or developer from making further or additional construction and notwithstanding any temporary disruption in the purchaser's enjoyment of the said flat with/without car parking space.
 - iv) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said flat which in the opinion of the Owners /Association differ from the colour scheme of the building or which in the opinion of the Owner / Association may affect the elevation in respect of the exterior walls of the said building.
 - v) The Purchaser shall not fix or install an Antenna on the roof or terrace of the said building.
3. To allow the Owners / the member of the Association/ other flat owners on 48 hrs notice with/without workmen to enter into the said unit and/or open terrace for the purpose of maintenance and repairs.
 4. To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in **FIFTH Schedule** hereunder written proportionately for the building and/or common parts/areas and wholly for the said unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Owners/ Association as the case may be.
 5. To pay charges for electricity in or relating to the said Flat/unit wholly and proportionately relating to common parts.
 6. Not to Sub-divide the said unit or any portion thereof.
 7. Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said unit or in the compound or any portion of the building.

8. Not to store or bring and allow to be stored and brought in the said flat any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc.in any manner.
9. Not to hang from the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
10. Not to fix or install air-conditions in the said unit save and except at places which have been specified in the said unit for such installation.
11. Not to do or cause anything to be done in or around the said unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said unit or adjacent to the said unit or in any manner interfere with the use and right and enjoyment thereof or any open passages or amenities available for common use.
12. Not to damage or demolish or cause to be damaged or demolished the said unit/flat apartment or any part thereof at any time.
13. Not to install grills the design of which have not been suggested approved by the Architect.
14. Not to do or permit to be done any act or thing which may render void and insurance in respect of the said unit/flat or any part of the said building if the building is insured .
15. Not to make structural additions and/or alteration such as beams, columns , partition walls etc or improvements of any nature.
16. Not to use the said unit/flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building

- 17 The Purchasers shall be liable to pay proportionately all common charge and taxes , Municipal taxes , common electricity other levies and outgoing maintenance charges and repairs of all equipments, installation, common portions and repairs and paintings of the outer wall of the building and other expenses necessary for the said building from the date of deemed possession of the property hereby conveyed .
- 18 The Purchasers shall get the flat mutated in the record of Rajpur Sonarpur Municipality and shall pay all taxes in impositions separately along with the proportionate common expenses and water charges other taxes and impositions so to be levied by the Rajpur-Sonarpur Municipality or State Government or by any other Competent Authorities and until such times as the flat /apartments comprised in the said units to be separately assessed and/or mutate in respect of municipal rates and taxes of imposition the Purchasers shall pay proportionate share of such municipal rates and taxes or impositions on demand from time to time by the Owners/Associations to be formed by the flat owners on their own initiative and endeavor.
- 19 The Purchasers before accepting possession have taken inspection of the area and construction of the flat and found it in good condition and order and as per the specification as mentioned in the agreement for sale and have got no dispute thereof.
- 20 That the terms & conditions and stipulations made herein is final and conclusive and shall prevail over all other conditions and stipulations made there in before.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(DEFINITIONS)

ARCHITECT- shall mean SANYALSON ASSOCIATE CONSULTANT (P) LTD. Kolkata or such other person or firm who may be appointed as Architect of the building by the Developer.

PREMISES - shall mean ALL THAT demarcated plots of land measuring **All that piece and parcel** of land measuring an area of **1122 Square Meter** equivalent to **16 cottahs 12 Chittaks 17 Square Feet more or less** along with sheds and

structures standing thereon situate and lying at Mouza-Laskarpur, J.L.No.57,Touzi No.3-5, R.S.No.174, Pargana- Mugura, Office of A.D.S.R. at Garia, comprised in R.S Dag No.545, corresponding to L.R DagNo.1224, appertaining to R.S.Khatian No.113, corresponding to L. R. Khatian Nos. 2665, 2666 & 2668, Holding No.177 Purbapara, Laskarpur, Ward No.31 Under Rajpur Sonarpur Municipality, P.S. Narendrapur, (previously Sonarpur) District 24 South Parganas Kolkata-700153, free from all encumbrances morefully and particularly described in the SECOND SCHEDULE hereunder written.

MAP OR PLAN :- shall mean the plans designs drawings and specifications of the building and already sanctioned by the Authorities concerned including revision or variation therein if any revision of alteration as may be required or be made from time to time and the Purchaser consents to such revision or alteration.

SPECIFICATIONS:- shall mean the specifications and materials to be used in the construction of the building and/or flats and/or constructed and/or open portions on the said premises.

COMMON PARTS, PORTIONS, AREAS AND INSTALLATION :- shall mean and include the entrances, lobbies, staircases, lifts, lift-shafts, stair-lobbies, sub-station, pump rooms, machine rooms, water tank, water reservoir, generator room, ultimate roof and other facilities and amenities whatsoever, passages, construction and installation comprised in and required for maintenance and enjoyment of the building and/or spaces at the said premises more fully and particularly mentioned in the FOURTH SCHEDULE hereunder written and expressly or intended by the Owners/Promoters for common use and enjoyment of the Purchaser of different portions of the said buildings but shall not include the car parking spaces in the ground floor of the said premises and such other open and covered spaces which the developer may use or permit to be used for other purposes and the developer shall have the absolute right to deal with the same to which the purchaser hereby confirms and consents.

COMMON EXPENSES- shall mean and include all expenses and charges to be incurred by the co-owners including deposits for maintenance, management and up-keep of the new buildings and common areas and installation and rendering common services

as are mentioned in the FIFTH SCHEDULE hereunder written.

CO-OWNERS- shall according to its context mean all persons who have agreed to purchase or acquire own flats/units/constructed spaces/car parking spaces in the new buildings.

BUILDING- shall mean the new building or buildings constructed on the said premises.

UNDIVIDED SHARE- shall mean all that the undivided variable impartible proportionate share in the land comprised in the said premises attributable to and allocable to the said Flat.

FLAT- shall mean the Flat agreed to be purchased along with the proportionate share in the common areas or parts and common facilities, with/without car parking space in the ground floor of **Multi-storied buildings known as SKYLINE ALTURA at holding No.177Purbapara, Laskarpur, Garia** more fully and particularly described in the THIRD SCHEDULE hereunder written.

SHARE OF EXPENSES- wherever any expenses or costs are mentioned to be borne or paid proportionately by the purchaser then the amount payable by the purchaser shall unless otherwise specified be in proportion to the areas of the respective purchasers' respective flats which will also include the proportionate area of the total common areas for the time being constructed and completed in the building.

BUILT UP AREA- has been calculated from the super built up area of the said Flat as certified by the Architects which is 25% less than the super built up area.

TRANSFER- with its grammatical variation shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer for flat in a multi-storied building to the purchaser.

ASSOCIATION- shall mean the Association/ Syndicate/Committee or Society that may be formed and registered by the Owners/Occupiers for the common purposes as maybe deemed proper and necessary by the Owners.'

ULTIMATE ROOF - shall mean and include the roof over the ultimate top floor of the building.

SINGULAR- shall include Plural and vice-versa.

SECOND SCHEDULE ABOVE REFERRED TO

(Described in the said Premises)

ALL THAT demarcated plots of land measuring **All that piece and parcel** of land measuring an area of **1122 Square Meter** equivalent to **16 cottahs 12 Chittaks 17 Square Feet more or less** along with sheds and structures standing thereon situate and lying at Mouza-Laskarpur, J.L.No.57,Touzi No.3-5, R.S.No.174, Pargana- Mugura, Office of A.D.S.R. at Garia, comprised in R.S Dag No.545, corresponding to L.R DagNo.1224, appertaining to R.S.Khatian No.113, corresponding to L. R. Khatian Nos. 2665, 2666 & 2668, Holding No.177 Purbapara, Laskarpur, Ward No.31 Under RajpurSonarpur Municipality, P.S. Narendrapur,(previously Sonarpur) District 24 South Parganas Kolkata-700153. Butted and bunded as fowllow :-

ON THE NORTH	:	By Purbapara Main Road
ON THE SOUTH	:	By R. S. Dag No. 545
ON THE EAST	:	By Road
ON THE WEST	:	By Partly by R. S. Dag No. 545 and Passage

THIRD SCHEDULE ABOVE REFERRED TO

(Description of the SAID FLAT)

ALL THAT the Flat or **Unit No** on the **floor** having carpet area measuring about Sq.ft. corresponding to Built up area of Sq.ft. and also super built up area of Sq.ft. along with impartible undivided proportionate share in land and premises as described in the **Second Schedule** herein above stated along with common rights of the common parts and common maintenances as

described in the **Fourth Schedule** herein below and common expenses as described in the **Fifth Schedule** herein below along with a **Car parking Space No.** on the Open/Ground floor of the said Multi Storied buildings Known as **SKYLINE ALTURA**” at Holding No.177Purbapara, under Rajpur Sonarpur Municipality, Ward No.31 P.S. Narendrapur (Previously Sonarpur,) Kolkata-700 153 **OR HOWSOEVER OTHERWISE** and more particularly delineated in the map or plan annexed hereto by **RED** border. The said map or plan is part and parcel of this document.

.FOURTH SCHEDULE ABOVE REFERRED TO
(common parts and facilities)

1. Stair case on all the floors.
2. Stair case landing and passages on all floors
3. Lift Well.
4. Lift with all its accessories.
5. Lift machine room, stair room in the roof.
6. Columns foundations and plinths.
7. Ultimate roof of the building.
8. Common passage and entrance lobby on the ground floor excepting car parking area.
9. Underground and overhead reservoirs.
10. Water pumps and pipe lines leading to the flats.
11. Generator for common services.
12. All sewer lines from toilets to ground floor and all internal sewer lines, drains and septic tanks
13. Guards rooms, caretakers rooms, toilets meter room children's play rooms and other rooms and facilities in the ground floor
14. Boundary wall around the premises, parapet walls on the roof.
15. All other amenities that is for common use of all the flat owners.

FIFTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. The costs of cleaning and lighting the main entrance passages landing staircases and other part of the said building so enjoyed or use by the purchasers in common as aforesaid and keeping the adjoining side space in good and repaired condition.
2. The costs or the salaries of the officers, clerks, bill collectors, liftmen, security guards, sweepers,
3. caretakers, electricians, plumbers and other service staff.
4. The costs of working and maintenance of lifts, generator, and other light and service charges.
5. Municipal and other taxes and outgoing till such time it is separately assessed on the flat owner. Such other expenses as are deemed by the developer or the Association of flat owners to be necessary or incidental for the maintenance and upkeep of the said building and incidental to the ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.
6. Costs of replacement of equipment or facilities such as lifts, generators, tube-well, transformer etc.
7. The fees and disbursements paid to any caretakers/ managers/agents if appointed by the developer or association of flat owners in respect of the said building
8. Such amount as shall be declared and fixed by the Developer in its absolute discretion for administration and other like-purposes(common area).
9. All costs of maintenance operating replacing white-washing painting rebuilding reconstructing re-decorating lighting the common parts and also the outer walls of the building.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals this the day of 2018

SIGNED SELAED AND DELIVERED
BY THE OWNERS/VENDORS/PROMOTERS
AT KOLKATA IN PRESENCE OF :-

- 1.
- 2.

SIGNED SELAED AND DELIVERED
BY THEPURCHASER/S AT KOLKATA
IN PRESENCE OF :-

MEMO OF CONSIDERATION

RECEIVED from within-named Purchaser/s the
within-mentioned sum of **Rs** on account
of full and final settlement of the Consideration
money by several cheques of different denomination
drawn in favour of the OWNERS on diverse date.

(Rupees
 only)

WITNESSES :-

- 1.
- 2.

SIGNATURE OF THE PROMOTERS/OWNERS

Drafted by me

(TARUN KANTI CHAKRABARTI)

Advocate(F.No.853/95)

Baruipur Civil Court.

Kolkata-700144.

Typed by me

Sonarpur A.D.S.,R.office.