

(1)

DEED OF SALE

THIS DEED OF SALE made this _____ day of _____, Two
Thousand Nineteen,

BETWEEN

(2)

(1) **SRI ARUN KUMAR SINHA, (PAN - CRLPS4493P), Aadhaar No. 858568560596** Son of Late Ranjit Kumar Sinha, by faith Hindu (Indian), by occupation Business, (2) **SRI DIPANKAR SINHA, (PAN - FCLS0006J), Aadhaar No. 207939725478,** Son of Late Ranjit Kumar Sinha, by faith Hindu (Indian), by occupation Business, (3) **SMT. MAYA MALLIK, (PAN - ASJPM5429N), Aadhaar No. 827962155916** Wife of Sri Subrata Mallik, daughter of Late Ranjit Kumar Sinha, by faith Hindu, by occupation Housewife, (4) **SMT. MALA GHOSH, (PAN - ACWPG4249F), Aadhaar No. 305851163090,** Wife of Sri Subhas Ghosh, daughter of Late Ranjit Kumar Sinha, by faith Hindu, by occupation Housewife, (5) **SMT. MALANCHA MONDAL, (PAN - BDLPM0146C), Aadhaar No. 365892931297,** Wife of Sri Sachin Kumar Mondal, daughter of Late Ranjit Kumar Sinha, all residing at 43, Raj Ballav Saha Lane, P.S. & District Howrah, all are represented by their constituted attorney **M/S. SKYLAND MERCHANTS PVT. LTD. (PAN -AANCS2919N)** a Company incorporated under the Companies Act, 1956 having its registered office at 2, Charu Chandra Singha Lane, P.S. & District Howrah, through it's Director **SRI DEEPAK KEJRIWAL, (PAN - AFTPK1453R),** son of Sri Ram Gopal Kejriwal by caste Hindu, by occupation Business, residing at 14/3, Tarapada Chatterjee Lane, P.S. Shibpur, District Howrah, hereinafter called the **VENDOR** (which term or expression unless excluded by or repugnant to the context shall mean and include their respective heirs and executors administrators legal representatives and assigns) of the **FIRST PART**.

A N D

(1) **MR.** _____, (**PAN -** _____) Aadhaar No. _____, Son of _____, by occupation _____, (2) **MRS.** _____ (**PAN -** _____), **Aadhaar No.** _____, Wife of _____, by occupation _____, both by faith Hindu, both are residing at _____ P.O. _____ P.S. _____ District _____ Pin Code _____

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_____, hereinafter called **PURCHASERS** (which term or expression unless excluded by or repugnant to the context shall mean and include their respective heirs and executors administrators legal representatives and assigns) of the **SECOND PART**.

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M/S. SKYLAND MERCHANTS PVT. LTD. (PAN -AANCS2919N) a Company incorporated under the Companies Act, 1956 having its registered office at 2, Charu Chandra Singha Lane, P.S. & District Howrah, Represented by it's Director **SRI DEEPAK KEJRIWAL, (PAN -AFTPK1453R)**, son of Sri Ram Gopal Kejriwal by caste Hindu, by occupation Business, residing at 14/3, Tarapada Chatterjee Lane, P.S. Shibpur, District Howrah - 711103, hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include, directors from time to time and legal representatives and assigns) of the **THIRD PART**.

WHEREAS the Vendors hereto are seized and possessed of or otherwise well an sufficiently entitled to all that piece and parcel of Makorari Mourasi Bastu Land measuring about 02 (Two) Bighas 01 (One) Cottahs, 03 (Three) Chhitaks 43 (Forty-three) Sq. feet with structures standing thereon comprised within Howrah Municipal Corporation holding No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, within Howrah Municipal Corporation Ward No. 28, within the jurisdiction of the Office of the District and Additional District Sub-Registrar, Howrah, more fully and particularly describer in the first schedule here in below hereinafter referred to as the '**Said Property**' having acquired in the manner as follows.

AND WHEREAS various properties situated in different places of Howrah along with said property initially comprised within Howrah Municipal Corporation Holding No. 43 & 43/1, Raj Ballav Saha Lane, P.S. & District Howrah, previously owned & possessed by Ranjit Kumar

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Sinha the predecessors in interest of the owners hereto, and Randhir Kumar Sinha both sons of Late Hira Lal Sinha.

AND WHEREAS while said Ranjit Kumar Sinha and Randhir Kumar Sinha were in joint possession and enjoyment of their various properties due to inconvenience in joint possession and enjoyment their joint properties they got their joint properties partitioned by a registered Deed of Partition said deed of partition was registered on 13.11.1959 in the office of District Registrar, Howrah recorded in Book No. I, Being No.4628 for the year 1959, and after said deed of partition said Ranjit Kumar Sinha the predecessors in interest of the present owners/vendors got allotment of various properties including properties comprised within Howrah Municipal Corporation Holding No. 43 & 43/1, Raj Ballav Saha Lane, P.S. & District Howrah as mentioned in "C" Schedule of said registered deed of partition.

AND WHEREAS said Ranjit Kumar Sinha having acquired said property by virtue of aforesaid deed of partition he alone became sole and absolute owner in respect of aforesaid property and while he was in possession and enjoyment of same as absolute owner died intestate on 25.04.1998 leaving behind his wife, two Sons and Three daughters as his legal heirs who jointly inherited said property and became joint owners each having undivided 1/6th share in the said property having acquired by way of law of inheritance and the legal heirs and Vendors mentioned above are in joint possession and enjoyment of said property partly by khas and partly through tenants and paying rates and taxes to the authority concerned and said property is free from all encumbrances whatsoever and the Owners here to alone are entitled to deal with said property in many manner they shall like .

AND WHEREAS the Vendors hereto subsequently applied to the Howrah Municipal Corporation for mutation of their names and amalgamation in respect of properties comprised within holding No. 43, 43/1, Raj Ballav Saha Lane, Howrah and their names were duly mutated and after amalgamation a new holding being No. 43, Raj Ballav Saha

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Lane, P.S. & District Howrah, was allotted and Vendors have also mutated and recorded their names in the record of L.R. Parcha in the office of B.L. & L.R.O. at Howrah and said amalgamated property comprised in holding No. 43, Raj Ballav Saha Lane, P.S. & District Howrah is herein after referred to as the **“Said Property”**

AND WHEREAS the vendors hereto having acquired said property mentioned herein above by inheritance became the absolute owners and occupier of the **SAID PROPERTY** that is in respect of Makorari Mourasi Bastu Land measuring more or less 02 (Two) Bighas 01 (One) Cottahs, 03 (Three) Chhitaks 43 (Forty-three) Sq. feet with structures standing thereon Comprised within said holding No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, which is more fully described in the **FIRST SCHEDULE** herein below.

AND WHEREAS the vendors hereto having acquired the said property by inheritance as aforesaid and being absolute owners became desirous to develop the said property by constructing buildings thereon i:e on the land measuring 02 (Two) Bighas 01 (One) Cottahs, 03 (Three) Chhitaks 43 (Forty-three) Sq. feet be the same a little more or less comprised within Howrah Municipal Corporation Premises No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, but having no experience in the line of construction due to paucity of fund the Vendors hereto negotiated with the developer the proposal to construct buildings on said property and also agreed to various terms and condition and thereafter entered into a Registered Development agreement dated 06.03.2013 with the developer hereto for raising building/ buildings on said property as per plan and specifications of Howrah Municipal Corporation and with certain terms and conditions as contained in said agreement dated 06.03.2013 registered in the office of A.D.S.R. Howrah and recorded in Book No. I, CD Volume No. 04 pages 3145 to 3171 being No. 01789 for the year 2013 and Puspa Rani Sinha & Others the vendors also executed and registered General Power of Attorney dated 06.03.2013 registered in the office of A.D.S.R. Howrah recorded in Book No I, CD Volume No. 04 pages 3238 to

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3254 being No. 1790 for the year 2013 in favour of M/s. Skyland Merchants Pvt. Ltd. a company, empowering the developer company inter alia to do all acts, deeds, things viz. to promote, organize, supervise and construct building/ buildings on the said property and to execute all works up to delivery of the completed flats and to execute agreement for sale and register Sale Deed/Deeds in favour of Purchaser/s of flat/s or spaces in respect of entire constructed area excepting certain areas as mentioned in the said Development Agreement being the allocation of the vendors.

AND WHEREAS the Developer in the mean time has paid all outstanding dues of taxes and revenues and in terms of aforesaid agreement and by virtue of power of attorney applied to the Howrah Municipal Corporation for updating all documents and papers in respect of said property and completion of all formalities developers have already obtained a sanctioned building plan from the Howrah Municipal Corporation vide BR. No. 91/16-17 dated 05.08.2016 for construction of (G+6) or seventh storied buildings being Block No. A, B C and D, on the said property.

AND WHEREAS in the meantime one of the joint owners namely Puspa Rani Sinha having died intestate on 25.06.2019 her legal heirs being other Vendors hereto namely (i) Sri Arun Kumar Sinha, (ii) Sri Dipankar Sinha, (iii) Smt. Maya Mallick, (iv) Smt. Mala Ghosh, (v) Smt. Malancha Mondal, have jointly inherited the undivided proportionate share of said Puspa Rani Sinha and have agreed and accepted that the Development Agreement and Power of Attorney executed in favour of Developer shall remain in force.

AND WHEREAS then Developer started the construction of buildings as per plan sanctioned by Howrah Municipal Corporation and vendor declared to sell respective Flat/Unit/Car Parking Space/shops/go down and other Covered Space in the complex which were under construction and were to be constructed **TOGETHER WITH** undivided variable impartible indivisible proportionate share or interest in the

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Land and **TOGETHER WITH** undivided right or interest in the common areas and privileges to be provided in the building and in the complex to the intending purchaser/s.

AND WHEREAS the Purchaser/s here to being interested expressed his/their intention to purchase or proposed to the Vendor to sell one flat and one car parking space within the complex and the Vendor hereto accepted the proposal and agreed to sale one flat/Unit from their own allocation being **flat/Unit No.** _____ measuring about _____ **Sq. feet (Covered area** _____ **Sq. feet)** super built up more or less on the _____ **floor** of the building **Block- “___”** and a **Car Parking No.** _____ measuring about **135 Sq feet** super built -up on the **Ground Floor** of the building **Block- “___”** (in terms of agreement for sale) more fully described in the **SECOND SCHEDULE** hereunder written with undivided variable impartible indivisible proportionate share or interest in the Land and **TOGETHER WITH** undivided right or interest in the common areas and privileges to be provided in the complex as fully described in the **THIRD SCHEDULE** hereunder written comprised within premises No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, at a total consideration of **Rs.** _____/- (Rupees _____) only i.e. @ **Rs.** _____/- (Rupees _____) only Per Sq. feet for flat and **Rs.** _____/- for Car Parking and the purchaser/s being satisfied about the right title and interest of the vendor/developer and nature of construction and the facilities to be provided agreed to purchase the same considering the price to be fair and marketable one and accordingly parties hereto entered in to an agreement for sale dated _____.

AND WHEREAS the parties hereto also agreed to certain terms and conditions regarding the sale of the said flat/unit and the construction of the building and the flat/unit as per specifications agreed and subject to payment of consideration amount .

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AND WHEREAS the purchaser/s in the mean time has/have searched and satisfied himself/ herself/ itself/ themselves with regard to the right, title interest and authority of the Vendor/Developer in respect of said Flat/Unit and the property comprised within premises No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, and has/have also acquainted himself/herself/ itself/ themselves with the said sanctioned Building Plan, the specifications for constructions of the Building, construction of the Building and the flat, the particulars about the common areas and facilities available in the said building and the particulars of the liabilities and obligations attached there to and have confirmed to have accepted the same and has/have agreed not to make any requisition-on-title or to raise any objections with regards the Vendor/Developer right, title and interests in the said property or with regards to any other matter contained herein and in the schedules referred hereto **AND ALSO** construction and material used for the construction of the building and the **SAID FLAT**.

AND WHEREAS the in terms of said agreement for sale the purchaser/s has/have paid the entire agreed consideration amounting to **Rs.** _____/- (Rupees _____) only and the Vendor/Developer have completed the construction of the above mentioned flat/unit as per specification and after finish the actual measurement of said Flat/Unit is _____ **Sq. feet (Covered area _____ Sq. feet)** and Car Parking is _____ **Sq feet** more or less super built up and the possession of the "**SAID FLAT AND CAR PARKING SPACE**" has been handed over to the Purchaser/s on or before the date of execution of these presents.

AND WHEREAS for transfer of right title and interest in respect of said Flat/Unit and Car Parking Space on the request of the purchaser/s the Vendor/Developers to execute and register this sale deed .

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

In pursuance to aforesaid Agreement and in consideration of a sum of **Rs.** _____/- (Rupees _____) only the

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lawful money of the Union of India well and sufficiently paid by the Purchaser/s to the Vendor in terms of the said Agreement for sale on or before the execution of these presents (the receipt whereof the Vendor doth hereby as well as by the receipt and/or memo of consideration hereunder written admit and acknowledge the same) and of and same and every part thereof acquit, release and discharges the purchaser/s of said flat and Car Parking Space hereby sold and transferred and the Vendor/Developer doth hereby acquit discharge exonerate and release the purchaser/s the Said **Unit/flat No.** _____ on the _____ **floor** measuring about _____ **Sq. feet** including super built up area (**Carpet area** _____ **Sq. feet**) of the building **Block- “___”** at premises No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, and a Car Parking **No.** _____ measuring about **135 Sq feet** super built-up on the **Ground Floor TOGETHER WITH** undivided proportionate variable indivisible impartible share in the portion of Land at 43, Raj Ballav Saha Lane, P.S. & District Howrah, (particularly described in the **SECOND SCHEDULE** here under written) and attributable to the said Flat/Unit and Car Parking Space hereby granted, sold, conveyed and transferred, the Vendor/ Developer doth hereby grant sell convey transfer assign and assure **ALL THAT** undivided proportionate variable indivisible impartible share in land at premises No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, (more fully described in the **FIRST SCHEDULE** hereunder written) attributable to the Said **flat/Unit No.** _____ on the _____ **floor** and One Car parking Space **No.** _____ on the **Ground Floor** (hereinafter referred to as the “**SAID SHARE IN THE SAID PREMISES**”) together with all and whatever right title and interest of the Vendor of and in **ALL THAT** self contained independent **Unit/Flat No.** _____ On the _____ **floor** of the building **Block- “___”** of Premises No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, containing a super built-up area _____ **Sq. feet (Covered area** _____ **Sq. feet)** and a **Car Parking Space No.** _____ on the **Ground Floor** of the building **Block- “___”** measuring about **135 Sq feet** a little more or less (more fully described in the **SECOND SCHEDULE** hereunder written and hereinafter collectively referred to as the “**SAID FLAT AND CAR**

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PARKING") ALSO TOGETHER WITH undivided proportionate share in the common parts and portion of the said Building more fully and particularly described in the **THIRD SCHEDULE** hereinafter mentioned but without any Ownership right in the ultimate Roof of the Building **AND** the reversion or reversions remainder or remainders **AND** rents issues and profits of the said flat including the said share in the said premises and/or any and every part thereof **AND** all the legal incidence thereof **AND ALL** the estate right title interest inheritance possession use trust property claim and demand whatsoever both at law and equity of the Vendor/Developer into or upon and in respect of the said share in the said premises or any and every part thereof herein comprised and hereby sold conveyed granted and transferred **TO HAVE AND TO HOLD** the same and every part thereof unto and to the use of the Purchaser/s **SUBJECT TO** the Purchaser's covenants herein and subject to the terms, covenants, stipulations, conditions and agreements hereunder written and on the part of the Purchaser/s to be observed and performed as the covenants for the benefits and protection of the premises and binding upon the purchaser/s or the person deriving title to the said share in the said premises as "covenant running with the land" **SUBJECT HOWEVER TO** the Purchaser/s paying to the Vendor/ Developer proportionate service charges and maintenance charges and also paying proportionate Municipal and all other rates taxes outgoings and common expenses including those mentioned in the **FOURTH SCHEDULE** hereunder written in connection with the said flat wholly and the building and the said land and in particularly the common areas and facilities proportionately **EXCEPTING AND RESERVING** anything unto the Vendor/Developer.

THE VENDOR/DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS :-

- a) That notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the Vendor/ Developer to the contrary the Vendor/ Developer are lawfully and absolutely seized and possessed of or otherwise well and

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sufficiently entitled to sell, transfer, assign and assure the said flat or unit and Car Parking.

- b) That the Vendor/Developer have good right full power and absolute and indefeasible authority to sell assign and transfer the said flat/unit and Car Parking and undivided share in the said premises and every part thereof unto and to the use of the Purchaser/s in the manner aforesaid and according to the true intent and meaning of these presents.
- c) That it shall be lawful for the Purchaser/s at all times hereafter peaceably and quietly to enter into and upon the said flat and to hold occupy and enjoy the said flat/unit and Car Parking forever subject to the terms, conditions and covenants contained herein and to receive the rents issues and profits in respect of the said Flat and Car Parking including the said share in the said premises without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Vendor/developer or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said flat and Car Parking including the said share in the said premises from under through or in trust for the Vendor/developer **AND** free and clear and freely and clearly and absolutely acquitted exonerated and discharged against all charges lispendences and encumbrances whatsoever made done executed or knowingly suffered by the Vendor/ Developer.
- d) That the Vendor/Developer and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said Flat and Car Parking including the said share in the said premises from through under or in trust for the Vendor/Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/s do make acknowledge and execute or cause to be done made acknowledged and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said Flat including the said share in the

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said premises hereby granted transferred assigned and assured and every part thereof unto and to the use of the purchaser/s as shall or may be reasonably required.

- e) That the Vendor/Developer shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser/s produce or cause to be produced before the Purchaser/s or his Attorney or Attorneys or Agent or Agents or before any Court, Tribunal, Board, Authority or firm for inspection or otherwise as occasion shall require the deeds and writings in connection with the said land and/or building thereon so long as the same shall remain with the Vendor/Developer and shall also at the like request and costs deliver to the Purchaser/s such attested or other copies of or extracts there from as Purchaser/s may require **AND** shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un obliterated, un cancelled and un spoilt.

THE PURCHASER/S DO HEREBY COVENANT WITH THE VENDOR/ DEVELOPER AS FOLLOWS :-

- i) The Purchaser/s shall/will co-operate with the Vendor/Developer and the other owner and occupiers of the said premises in the management and maintenance of the building and other acts relating to and concerning with the common purpose and formation of the Association.
- ii) The Purchaser/s shall/will observe and perform the rules regulations and restrictions from time to time in force for the use and management of the said building and in particular the common areas and facilities.
- iii) The Purchaser/s shall/will not do anything which may be prejudicial to the soundness and safety of the said premises including the building thereon or any part thereof or may in any way impair any easement or make any material change in the said Flat or any part thereof.

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- iv) The purchaser/s will/shall not post and/or exhibit any advertisement, hoarding of any kind or poster of any kind on the exterior of the said Flat and Car Parking and/or in any portion of the general common areas and facilities provided however the Purchaser/s will/shall be entitled to put up a Decent Name Plate at the entrance of the said Flat and also a letter box in the ground floor landing at such place and of such size and description as may be specified by the Vendor/Developer/ Association.
- v) The Purchaser/s will/shall not take up wiring for electrical and telephone installations, television antenna and/or any other appliances or air conditioning units on the exterior of the flat or common areas or through any walls except as expressly authorized in writing by the Vendor/ Developer/Association.
- vi) The Purchaser/s will/shall not decorate the exterior of the said flat and Car Parking otherwise in the manner agreed in writing with the Vendor/ Developer or the Association.
- vii) The Purchaser/s will/shall not change the use of the said Flat/unit and car Parking other than the purpose for which it is sold. But the purchaser/s will/shall not use the same for any illegal or immoral purposes. But such restriction on the purchaser/s shall not restrict the right of the Vendor/ Developer to permit any other portion /unit of the building to be used for non residential purposes and this will not also be a ground by the purchaser for claiming any permission for change of use .
- viii) The purchaser shall be liable to pay rates and taxes from the date of taking possession of the flat/unit and Car Parking but till such time the said Flat and Car Parking is not being separately assessed by the Howrah Municipal Corporation and separate rate bills being issued, the Purchaser/s will/shall regularly and punctually pay proportionate share of the municipal rates and taxes out of total tax be assessed by the Howrah Municipal Corporation on the whole building to the Vendor/Developer or the association (upon its formation) within such time as may be prescribed by the Vendor/Developer or the Association. The proportion of the

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Purchaser/s in the rates and taxes and also otherwise hereunder be determined by the Vendor/ Developer on the basis of the area of each flats in the said building and the purchaser/s shall accept the same. Upon the said Flat being separately assessed by the Howrah Municipal Corporation and separate rate bills being issued, the liability of the Purchaser/s for payment of his share towards the Municipal rates and taxes of the said flat to the Vendor/Developer or the Association shall determine. The Purchaser/s will/shall however, regularly and punctually pay all such rate bill and keep the Vendor/Developer and the Association as the case may be indemnified there from.

- ix) Upon formation of the Association and Holding Organization and its taking over maintenance and management of the building or buildings, the Vendor / Developer shall transfer to the Association and Holding Organization all the rights and obligations of the Vendor/Developer with regard to the common purpose (save those expressly or intended to be reserved by the Vendor/ Developer) whereupon only the Association and Holding Organization shall be entitled there to and obliged therefore. Upon such transfer the Co - owners and the Association and Holding Organization shall however remain liable to indemnify the Vendor from all liabilities due to non fulfillment of their respective obligations hereunder by the Co-owners and/or the Association and/or Holding Organization.
- x) The Purchaser/s will/shall pay to the Vendor/Developer any tax if imposed or be found payable by the flat owners at such rate as be fixed by the authorities and the purchaser/s also undertake to pay GST at the present rate and also shall pay all ancillary taxes and levies to the Vendor/Developer or to the proper authority as and when be demanded from the Purchaser/s.
- xi) It would be obligatory on the Purchaser/s to make payment of the liabilities herein mentioned to the Vendor/Developer or the Association or Holding Organisation in whom the control and management of the building or buildings shall remain vested, in

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such manner as may be directed by the Vendor/Developer or the Association or the Holding Organisation. In case the Purchaser/s fails or neglect to pay the amount payable it will be within the competence of the Association or the Holding Organisation with whom the control and management of the building or buildings shall remain, to discontinue supply of water and/or electricity to the Purchaser/s in his/her/their said Flat pending payment or such liabilities.

- xii) In case at any time any demand is raised or any amount is realized from the Vendor by the Howrah Municipal Corporation or by the State of West Bengal or by the Central Government for betterment fee, development tax or Municipal tax or other tax or imposition in respect of the said premises in such case the flat/unit holder shall be liable to pay the same from the date of his/her/their possession of the Flat/Unit and Car Parking in respect of the proportionate share thereof as be determined by the Association.
- xiii) The purchaser/s will/shall not claim any separation or partition proportionate share in land or in the common areas and facilities.

IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR/DEVELOPER AND THE PURCHASER/S AS FOLLOWS :-

- a) Save and except the said Flat/unit and Car Parking described in the **SECOND SCHEDULE** hereto the purchaser/s shall have full power and authority to use and enjoy the common areas as described in the **THIRD SCHEDULE** hereto including facilities of A/C Community Hall, and to receive and enjoy the rents issues and profits thereof. But however the Purchaser/s will/shall not have any right, title, interest, claim, demand whatsoever or howsoever in respect of other covered or uncovered parts or portions of the said premises.
- b) The roof/terrace of the building and the open and covered spaces in the ground floor shall be the common property of the owners and occupiers of the building in which this flat being sold is existing and Purchaser/s or his/their representative shall have the

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right to use the Roof/ultimate Roof of the said building. But the Vendor/developer shall always have the right to make construction on getting sanction/permission from the competent authority on the roof / terrace or on any part of the un built area and/or on open land of the said building but without causing any obstruction/ inconvenience to the Purchaser/s in peaceful enjoyment of the Property.

- c) In case of further construction being made on getting sanction/ permission from the competent authority the undivided proportionate indivisible impartible variable share in land shall stand varied and reduced and the Purchaser/s do hereby accepts such variation which may take place in such event. The Purchaser/s also agrees not to raise any disputes or claim abatement in the consideration price in case the proportionate undivided share in the said land is reduced by reason of construction of further structures/additional stories made.
- d) The Vendor shall be entitled to get the building plans revised and/or modified from time to time without any objection from the Purchaser/s.
- e) The said complex shall be known as **“SINHA’S RADHIKA APPARTMENTS”**.

THE FIRST SCHEDULE ABOVE REFERRED TO

(The said premises)

ALL THAT the piece and parcel of Mokorari Mourashi Bastu Land measuring about 02 (Two) Bighas 01 (One) Cottahs, 03 (Three) Chhitaks 43 (Forty-three) Sq. feet a little more or less with structure standing thereon comprised in premises No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, within Howrah Municipal Corporation Ward No. 28, in the District of Howrah and the said premises is butted and bounded as follows :-

ON THE NORTH :: 43/6, Raj Ballav Saha Lane.

ON THE SOUTH :: Raj Ballav Saha Lane.

ON THE EAST :: Siddshwari Tala Lane.

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ON THE WEST :: 44, Raj Ballav Shah Lane.

--:THE SECOND SCHEDULE ABOVE REFERRED TO :-

ALL THAT piece and parcel of one complete habitable **Flat No.** _____ measuring about _____ **Sq. feet** including super built up be the same a little more or less on the _____ **floor** of the Building **Block - “___”** as delineated in the Map annexed hereto with its border colour ‘**RED**’ and One **Car Parking Space No.** _____ measuring **135 Sq feet** super built up on the **Ground Floor** of the building **Block- “___”** as delineated in the map annexed here to with its border colour “**RED**” comprised within the residential complex known as “**SINHA’S RADHIKA APPARTMENTS**” constructed upon the demarcated part or portions of the lands described in the First Schedule above written **AND ALSO** together with the undivided Proportionate share or interest in the land together with the rights of user of the common area in the building and complex situated at Howrah Municipal Corporation Premises No. 43, Raj Ballav Saha Lane, P.S. & District Howrah, within the jurisdiction of the office of the District and Additional District Sub-Registrar, Howrah, which is butted and bounded as follows .

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THE THIRD SCHEDULE ABOVE REFERRED TO

PART - I

COMMON PARTS:

- i) Staircase.
- ii) Lobbies on the Ground Floor and each floor.
- iii) Electric wiring, Installation of Meters, Fittings and Fixtures for lighting the staircase Lobby.
- iv) Lift, Lift cage and all equipments including Lift Room on Top Floor.

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- v) Overhead Water Tank in the building in which the Unit is sold to the Purchaser and from which water is supplied to the Purchaser's Flat/Unit with its delivery pipe connected with the Said Unit/Flat.
- vi) Underground water reservoir or deep tube well from which water is supplied to the Overhead water Tank and from which water is delivered to the Unit/Flat.

PART - II

COMMON PORTIONS:

- i) Entrance to the said Building from the main road through the common passage and driveways in the Ground floor of the **SAID PROPERTY** No. 43, Raj Ballav Saha Lane, P.S. & District Howrah.
- ii) Installations comprised and fitted for common use in the said building.
- iii) Rooms of Darwan/Caretaker if any and Installation of electric Meters, Electrical Switches and Plugs.
- iv) 24 Hours water supply H.M.C./Deep tube well.
- v) Driveways and internal paths.
- vi) Drains and sewers from the buildings to the corporation drains.
- vii) Generator Room if any or for installation of the same.
- viii) Water Pump with Motor and underground water reservoir in the premises with water distribution pipes to the overhead water of the respective buildings and room provided for water pump with motor.
- ix) Boundary walls and Main gates to the Housing Complex.
- x) Machineries, Plans and Equipments for the common use of all the Unit holders.
- xi) Top floor roof for fitting T.V. antenna and aerial

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NOTE: The Flat/Unit Holders of one particular building will not claim any right, title, interest in staircase, lobbies roof or the other facilities which are available in other buildings.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES AND GENERAL EXPENSES)

- i. **GENERAL** : All costs and expenses for maintaining, repairing, redecoration and doing all acts, deeds and things which are necessary for maintaining and beautifying the whole complex and the said Buildings. The expenses for maintaining the gutters and water pipes, drains and electric wires for the complex and the said Buildings and used and enjoyed by the purchaser in common with other Purchasers/occupiers and in common with other occupiers of the whole complex and all expenses for maintaining the said Buildings, main Entrance, Landing, staircases of the Buildings and Boundary walls of the main complex and the costs of cleaning and lighting the whole complex as well as the said buildings and keeping the said, back and front space of the complex and the building.
- ii) **ASSOCIATION** : All costs and expenses for establishment and incorporation and registration of the Association for the whole complex. Proportionate expenses for the Association will be paid by the Purchaser/s including the costs of its formation, establishment and registration.
- iii) **OPERATIONAL** : The expenses for day to day maintenance of the whole complex or particular building and such expenses to be incurred by Association will be borne by the Unit holders proportionately including the salary of the staffs of the Association.
- iv) **RESERVES**: Creation of funds replacement, renovation and/or other periodic expenses.

(20)

IN WITNESS WHEREOF the parties hereto have executed these presents the day, month and year above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

WITNESSES : -

SIGNATURE OF THE V E N D O R

SIGNATURE OF THE PURCHASERS

SIGNATURE OF THE DEVELOPER



