

## **AGREEMENT FOR SALE**

**This Agreement for Sale** made on this \_\_\_\_\_ day of November, Two Thousand Twenty(2020) **BETWEEN DEE AAR HOME SOLUTIONS PRIVATE LIMITED,** a registered Company within the meaning of Companies Act, 2013 having its registered office at "**SARADA APARTMENT**", 324 (Old 29), N.S.C. Bose Road, Mahamayatala, P.O.- Garia, Kolkata- 700 084, PAN No. AAFCD1258B represented by its Directors **1. SRI DALIM KUMAR CHAKRABORTY,** son of Late Rajani Kanta Chakraborty, PAN NO. AELPC8690P and **2.SMT. RAMA CHAKRABORTY,** wife of Sri Dalim Kumar Chakraborty, PAN NO. AEPPC7621G both by faith Hindu, both by occupation Business, both residing at Bhuripukurdhar, P.O.- Rajpur, P.S.- Sonarpur, Kolkata- 700 149, District: South 24-Parganas, hereinafter called and referred to as the "**VENDOR**" (which terms or expression shall unless

excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

**AND**

(1) \_\_\_\_\_ (PAN No. \_\_\_\_\_) (Aadhaar No. \_\_\_\_\_), son of \_\_\_\_\_ residing at \_\_\_\_\_ P.O. - \_\_\_\_\_, P.S. - \_\_\_\_\_, Kolkata- \_\_\_\_\_, District- \_\_\_\_\_ by faith - Hindu, by Nationality - Indian, by Occupation \_\_\_\_\_, hereinafter referred to as the "**PURCHASER**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART.**

**WHEREAS** one Sri Netai Chandra Ghosh, Gour Chandra Ghosh, Krishna Kamal Ghosh, Gosto Behari Ghosh, Kalyan Kumar Ghosh & Amiya Kumar Ghosh all are sons of Late Sailendra Nath Ghosh respectively were the Owners of the landed measuring 12 decimals comprised in R.S. Dag No. 522 and land measuring 25 decimals comprised in R.S. Dag No. 524, the total land measuring 37 decimals appertaining to Khatian Nos. 1216, 1234, 1807, 1811, 1237, 1219, 1218, 1236, 1810, 1806, 1231 and 1214, within Mouza - Rajpur, Pargana:- Madanmolla, Touzi No. 251, J.L. No. 55, R.S. No. 109, P.S. and A.D.S.R. Office at Sonarpur, within the Rajpur Sonarpur Municipality, in District 24-Parganas (South), garden, bank of pond inherited the aforesaid properties from their predecessor. Subsequently Bagan land measuring 12 Satak in R.S. Dag No. 522 was converted to Bastu land;

**AND WHEREAS** said Gour Chandra Ghosh and Krishna Kamal Ghosh by a registered deed of gift dated 10th September 2013 jointly transferred and delivered possession of their ( $\frac{1}{6}^{\text{th}} + \frac{1}{6}^{\text{th}}$ ) share of aforesaid land measuring 7 Cottahs 7 Chittaks 25sq.ft more or less out of land measuring 12 decimal comprised in R.S Dag No. 522 and land measuring 25 decimal comprised in R.S Dag No. 524, appertaining to R.S Khatian Nos. 1216, 1234, 1807, 1811, 1837, 1219, 1218, 1233, 1810, 1806, 1231 and 1214, under Mouza- Rajpur, J.L. No. 55, Police Station - Sonarpur. District South 24 Parganas in favour of Kalyan Kumar Ghosh and Amiya Kumar Ghosh duly registered with the office of the Additional District Sub Registrar, Sonarpur, District South 24 Parganas and recorded in Book No. 1, C.D Volume No. 38, Pages from 1547 to 1557. Being No. 07326 for the year 2013 and subsequently rectified said Deed of Gift by deed a Declaration dated 06/05/2015 duly registered in the D.S.R-IV, Alipore and recorded in Book No. 1, C.D. Volume No. 12, Pages 1864 to 1876, being No. 03904 for the year 2015.

**AND WHEREAS** said Netai Chandra Ghosh by a registered deed of gift dated 10th September 2013 transferred and delivered possession of his  $\frac{1}{6}$ <sup>th</sup> share of the aforesaid land measuring 3Cottahs 11Chittaks 35 Sq.ft more or less out of land measuring 12 decimal comprised in R.S Dag No. 522 and land measuring 25 decimal comprised in R.S Dag No. 524, appertaining to R.S Khatian Nos. 1216, 1234, 1807, 1811, 1837, 1219, 1218, 1233, 1810, 1806,1231 and 1214, under Mouza- Rajpur, J.L. No. 55, Police Station – Sonarpur, District South 24 Parganas in favour of his son namely, Debashis Ghosh duly registered with the office of the Additional District Sub Registrar, Sonarpur, District South 24 Parganas and recorded in Book No. 1, C.D Volume No. 38, Pages from 1166 to 1175, Being No. 07324. For the year 2013 and subsequently rectified said Deed of Gift by deed a Declaration dated 06/05/2015 duly registered in the D.S.R-IV, Alipore and recorded in Book No. 1, C.D. Volume No. 11, Pages 7400 to 7409, being No. 03639 for the year 2015.

**AND WHEREAS** after such transferred said Gosto Behari Ghosh, Kalyan Kumar Ghosh, Amiya Kumar Ghosh all sons of Late Sailendra Nath Ghosh and Debashis Ghosh son of Sri Netai Chandra Ghosh have become the joint owners of the land measuring 12 decimals comprised in R.S Dag No. 522 and land measuring 25 decimal comprised in R.S Dag No. 522, appertaining to R.S Khatian Nos. 1216, 1234, 1807, 1811, 1837, 1219, 1218, 1233, 1810, 1806, 1231 and 1214, Mouza- Rajpur, J.L. No. 55, Police Station - Sonarpur. District South 24 Parganas and being intended to construct the multistoried building in the land measuring 9 (Nine) Cottahs 10 (Ten) Chittaks 32 (Thirty Two) Sq.ft. being demarcated portion out of the entire land measuring 12 decimals, comprised in R.S Dag No. 522 and land measuring 3.89 decimal comprised in R.S Dag No. 524, appertaining to R.S Khatian Nos. 1216, 1234, 1807, 1811, 1837, 1219, 1218, 1233, 1810, 1806, 1231 and 1214, Mouza- Rajpur, J.L. No. 55, Police Station – Sonarpur, within the jurisdiction of Rajpur Sonarpur Municipality being municipal  **Holding No. 159, Ramratan Ghosh Road, Ward No. 17, in the District South 24 Parganas** more fully described in the Schedule hereunder written they entered into a agreement dated 30/06/2015 with the Developer **DEE AAR HOME SOLUTIONS PRIVATE LIMITED, PAN. AAFCD12558B**, a registered Company within the meaning of Companies Act having its registered office at 'SARADA APARTMENT, 324 (Old 29), N.S.C. Bose Road, Mahamayatala, P.O-Garia, Kolkata - 700 084, represented by its Directors **1.SRI DALIM KUMAR CHAKRABORTY** son of Late Rajani Kanta Chakraborty and **2.SMT RAMA CHAKRABORTY** wife of Sri Dalim Kumar Chakraborty, both by faith Hindu, both by occupation Business both residing at Bhuripukurdhar, P.O- Rajpur, P.S-Sonarpur, Kolkata -700 149, Dist: South 24- Parganas, to develop the said property duly registered in the Additional District Sub-Register office at Sonarpur and recorded in Book No. 1, Volume No.1608-2015, Pages 29931 to 29965, being No. 160804078 for the year 2015 the terms and conditions as stated therein and they also executed a General Power of attorney after the aforesaid agreement dated 07/08/2015 duly registered in the Additional District Sub-Register office at Sonarpur and recorded in Book No. 1, Volume No.1608-2015, Pages 39894 to 39917, being No. 160804734 for the year 2015.

**AND WHEREAS** as per said agreement dated 30/06/2015 the Developer/confirming party herein obtained the building plan in the name of the said Owners at the cost and expenses of the Developer, from the Rajpur Sonarpur Municipality vide sanctioned building Plan No. 234/CB/17/9 dated 29/01/2019 for construction of G+4 storied Building at the said property to be constructed at the cost of the Developer and has constructed the said building in accordance with the said sanction building plan and decided the sell and dispose of their allocated portion and to receive sale consideration from the intending Purchaser/s of their allocated portion.

**AND WHEREAS** said Gosto Behari Ghosh died intestate 26/12/2018 leaving behind his widow Smt. Amala Ghosh and two daughters namely Smt. Debsmita Dutta and Smt. Debducta Ghosh Das as his legal heirs and successors to his estate. Subsequently said **1a. SMT. AMALA GHOSH, 1b. SMT. DEBSMITA DUTTA 1c. SMT. DEBDUTTA GHOSH DAS** being the legal heirs of deceased Gosto Behari Ghosh along with aforesaid **2. SRI KALYAN GHOSH, 3. SRI AMIYA KUMAR GHOSH AND 4. SRI DEBASISH GHOSH** became the joint owners **ALL THAT** the bastu land measuring 9 (Nine) cottahs 10 (Ten) Chittaks 32 (Thirty Two) Sq.ft. being demarcated portion out of the entire land measuring 12 decimals comprised in R.S Dag No. 522 and land measuring 3.89 decimal comprised in R.S Dag No. 524, appertaining to R.S.Khatian Nos.1216, 1234, 1807, 1811, 1837, 1219, 1218, 1233,1810, 1806, 1231 and 1214, Mouza Rajpur, J.L. No. 55, Police Station-Sonarpur, within the jurisdiction of Rajpur Sonarpur Municipality being municipal Holding No. 159, Ramratan Ghosh Road, Ward No. 17, in the District South 24 Parganas along with the easement right of the road laying on the southern side of the demarcated land more fully described in the **SCHEDULE** hereunder written and they executed a registered General Power of attorney dated 16/10/20 registered in the Addl. Dist. Sub Register office at Sonarpur and recorded in its Book No. I, being Deed No. 3593 for the year 2020.

**AND WHEREAS** the sanctioned building plan comprised of self contained independent flat/commercial space/shops/garage/car parking spaces in the said building.

**AND WHEREAS** the Vendor decided to sell the said residential flat, shops/commercial space/garage/car parking spaces in the said G+IV storied building in the said property to the intending Purchaser/Purchaser on ownership basis.

**AND WHEREAS** the Purchaser/Allottee has taken inspection of the abstracts of title as also the said sanctioned plan and specifications relating to the said property and the said building thereon and made themselves fully conversant with the contents hereof and has fully satisfied himself with the construction quality, the Title of the Vendor and the Vendor's right to receive the entire consideration money which has been paid by the Purchaser to the Vendor herein Together With proportionate undivided impartible and variable share interest and ownership in the land.

**AND WHEREAS** By an WBHIRA (West Bengal Housing Industry Regulation Act) Agreement for Sale dated \_\_\_\_\_ whereby the Vendor agreed to sell and the Purchaser/Allottee agreed to purchase of ALL That One self contained Residential BHK Flat being No., measuring a carpet area of Sq.ft. more or less, with balcony area admeasuring Sq.ft. (Chargeable area \_\_\_\_\_ Sq.ft. more or less) being built up area admeasuring Sq.ft. (super built up area \_\_\_\_\_ Sq.ft. more or less) on the \_\_\_\_\_ Floor together with One Covered Car Parking Space No. \_\_\_\_\_ measuring \_\_\_\_\_ Sq.ft. more or less on the Ground Floor, of the said building situated lying at **Holding No. 159, Ramratan Ghosh Road, Ward No. 17, in the District South 24 Parganas, Mouza- Rajpur, J.L. No. 55, Police Station – Sonarpur,** within the jurisdiction of Rajpur Sonarpur Municipality Authority together with undivided proportionate share interest and ownership of the land and also together with all common areas, facilities and amenities of the said G+ IV storied building in the said property together with common right and easement over and in respect of the common areas of the building including staircase together with underground and overhead water reservoir, pump room, sewerage, drains, water pipes, water lines, passages, paths and other areas of common use and enjoyment of the said building fully described in the Third Schedule hereunder written (hereinafter for the sake of brevity referred to as “the said flat and car parking space”) free from all encumbrances and liabilities.

**AND WHEREAS** the Purchaser will acquire the said flat and car parking spaces together with undivided and impartible proportionate share interest and ownership of the land in the said property on which the said flat and car parking spaces is constructed and also of common areas and spaces and easement and other right in respect thereof at the total agreed price of **Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only)** on the terms and conditions as agreed and settled by and between the Vendor and the Purchaser herein.

**AND WHEREAS** the Purchaser/Allottee has made full payment of all moneys payable hereunder and upon such payment, the Purchaser had duly taken actual physical possession of the said flat and car parking spaces and now called upon the Vendor to execute and register proper Deed of Conveyance in favour of the Purchaser in respect of the undivided and impartible proportionate share interest and ownership of the land in the said property and also all common areas and spaces therein all easement and other rights in respect thereof as well as the said flat and car parking spaces in the manner hereinafter appearing at or for the said total sum of **Rs. \_\_\_\_\_ /-**

(Rupees \_\_\_\_\_ only) free from all encumbrances to which the Vendor agreed which is vividly described in the Memo of Consideration as a part of this Indenture.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said offer and acceptance and in consideration of the payment of the said sum of **Rs. \_\_\_\_\_/-**

(Rupees \_\_\_\_\_ only) of lawful money of Union of India well and truly paid by the Purchaser/Allottee to the Vendor at or before the execution of these presents (the receipt whereof the Vendor doth hereby admits and acknowledges and of and from the same and every part thereof and the Vendor doth hereby acquit release and forever discharge the Purchaser and the undivided and impartible proportionate share interest and ownership in the land in the said property on which the said building is erected and constructed and also of all common areas and spaces and all easement and other rights in respect thereof as well as the said flat and car parking spaces hereby granted conveyed and sold) the Vendor doth hereby absolutely and indefeasibly grant convey sell transfer assign and assure and ALL That One self contained One self contained Residential BHK Flat being No.

‘, measuring a carpet area of Sq.ft. more or less, with balcony area admeasuring Sq.ft.(Chargeable area \_\_\_\_\_ Sq.ft. more or less) being

built up area admeasuring \_\_\_\_\_ Sq.ft. (super built up area \_\_\_\_\_ Sq.ft. more or less) on the \_\_\_\_\_ Floor together

with One Covered Car Parking Space No. \_\_\_\_\_ measuring \_\_\_\_\_ Sq.ft. more or less

on the Ground Floor, of the said building situate lying at **Holding No. 159, Ramratan Ghosh**

**Road**, Ward No. 17, in the District South 24 Parganas Mouza- Rajpur, J.L. No. 55, Police

Station – Sonarpur, within the jurisdiction of Rajpur Sonarpur Municipality being fully

described in the Third Schedule hereunder written TOGETHER WITH the undivided and

impartible proportionate share interest and ownership in the land in the said property and also

the undivided and impartible proportionate share and interest of and in the common areas and

open spaces therein and also all easement and other rights in respect thereof and all common

amenities and facilities now available and to become available in future to the Purchaser in

respect of the said land and the said flat and car parking space (all the above, hereinafter

collectively referred to as `the said flat and covered car parking space') TOGETHER WITH

the rights to have the said flat and car parking spaces completely built and constructed by the

Vendor at the costs of the Purchaser AND TOGETHER WITH all and all manner of former

and other rights lights liberties advantages easements privileges emoluments appendages and

appurtenances whatsoever to the said flat and car parking space or any part or parts thereof

belonging or in anywise appertaining or which with the same or any part or parts thereof now

are or is or at any time or times heretofore were or was held used occupied or enjoyed or reputed to belong or be appurtenant thereto A N D the reversion or reversions remainder or remainders A N D the rents issues and profits thereof and every part thereof A N D all the estate right title interest use possession property claim and demand whatsoever both at law and in equity of the Vendor into and upon the said flat or any part or parts thereof TOGETHER WITH true and correct copies of all deed spot tahs muniments writings and evidences of title relating to the said flat and car parking space or any part or parcel thereof which now are or hereafter shall or may be in the custody power or possession of the Vendor or which the Vendor can or may procure the same without any action or suit at law or in equity TO HAVE AND TO HOLD the said flat and car parking space AND ALL AND SINGULAR other the premises hereby granted conveyed and transferred or expressed or intended so to be and every part thereof together with all its rights members and appurtenances unto and to the use of the Purchaser absolutely and forever and free from all encumbrances.

AND the Vendor doth hereby covenant with the Purchaser/Allottee (1) THAT notwithstanding any act deed matter or thing by the Vendor done or executed or suffered to the contrary, the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled as an estate equivalent to an absolute estate of inheritance in fee simple in possession to the said flat and car parking space and every part thereof AND (2) THAT notwithstanding as aforesaid the Vendor now hath in himself good right full power absolute authority and indefeasible title to grant convey sell transfer assign and assure ALL AND SINGULAR the said flat and car parking space hereby granted conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in manner aforesaid according to the true intent and meaning of these premises AND (3) THAT the Purchaser shall and will and may from time to time and at all times hereafter peaceably and quietly enter into hold possess and enjoy the said flat and car parking space hereby granted sold and conveyed and receive and take the rents issues and profits thereof and every part thereof without any lawful let suit trouble hindrance eviction interruption disturbance claim and demand whatsoever from or by the Vendor and all person claiming from under or in trust for the Vendor AND (4) THAT free and clear and freely and clearly and absolutely acquitted exonerated discharged and released or otherwise by the Vendor

well and sufficiently saved defended kept harmless and indemnified of from and against all and all manner of and other charges mortgages claims demands liens lispendens attachments and encumbrances whatsoever created by the Vendor AND (5) THAT the Vendor and all persons having or claiming any estate right title interest property claim and demand whatsoever both at law and in equity in to upon the said flat and car parking space hereby granted conveyed sold transferred assigned and assured or expressed or intended so to be or any part thereof from through under or in trust for the Vendor or any other person or persons as aforesaid shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such assurances acts deeds matters and things for further better and more effectually granting selling transferring or assuring the said flat and car parking spaces and every part or parcel thereof unto and to the use of the Purchaser as shall or may be reasonably required.

**A N D**

the parties hereto agree and declare as follows:-

- 1) With effect from the date of these presents the Purchaser/Allottee shall pay proportionate share of all RAJPUR - SONARPUR MUNICIPALITY rates and taxes and other outgoings and impositions now payable or to become payable in future in respect of the said flat and car parking space in the said building in the said property as and when due and payable.
- 2) The Purchaser/Allottee shall be entitled to effect mutation of his name as the Owner of the said flat and car parking space in the records of the Rajpur-Sonarpur Municipality and other authorities at his own costs and the Vendor agrees to give his unqualified consent for the same.
- 3) Save and except the said flat and car parking space and the rights of the Purchaser hereby conferred, the Purchaser/Allottee shall have no claim



or right of any kind or nature whatsoever in respect of other flats and portions of the said building and/or other areas and spaces in the said property other than the rights hereby conferred and the said other flats and portions of the said building shall always remain the property of the Vendor as hereinafter mentioned and subject to the rights of the Vendor.

4) After the possession of the said flat and car parking space has been delivered to and taken by the Purchaser/Allottee from the Vendor in terms of the said Agreement the Purchaser shall not be entitled to raise any objection for any items of works, quality of work or materials used or to be used or for any installation works in the said flat or any portion thereof or any other portion of the said building nor shall prefer any claim against the Vendor in respect on any ground whatsoever.

5) The Purchaser jointly with the Owners of other flat having formed an Association and the responsibility of the Vendor for upkeep and maintenance of the said building the flat therein and for payment of outgoings and expenses in connection therewith in terms of the Agreement between the Vendor and the Purchaser shall stand terminated and the Purchaser through the said Association shall carry on the works of upkeep and maintenance and other works of and in the said building upon payment of the costs and charges to the said Association.

6) In the event of water pump, tube-well and other installations being required to be replaced, the Purchaser will pay their proportionate share towards costs of such replacements and installations charges as and when demanded by the said Association according to the necessity from time to time.

7) In the event of any amount becoming payable in respect of the said property and/or the said building constructed there in by way of premium

taxes levies or on any account whatsoever to the Central or State Government or Rajpur-Sonarpur Municipal Authority or any Competent Authority or for any betterment fees, charges, development taxes and any other taxes or payments of similar nature, the Purchaser shall pay their proportionate share towards the same to the said Association as and when demanded.

8) The Purchaser/Allottee shall keep and maintain at his own costs the inside of the said flat and car parking space and every part thereof hereby purchased by them in good condition state and order and shall abide by all rules, laws and regulations of the Central or State Government, New Town Kolkata Development Authority and all other appropriate authorities and local bodies and shall attend to, answer and be responsible for all deviations and violations of regulations in respect thereof.

9) The Purchaser/Allottee shall not do make or execute or permit to be done made or executed any act deed matter or thing which may render void or voidable any insurance of any flat and car parking spaces or any part of the said building or which may cause payment of premium at an increased rate in respect of any insurance of any flat and/or the said building.

10) The Purchaser/Allottee shall at their costs keep the said flat together with its walls, partition walls, sewers, drains, electric and sanitary connections, pipes, fittings and fixtures installations and all other fittings and fixtures in good working and tenantable condition and shall not do make or carry out any act deed matter or thing so as to prejudice or affect or hamper proper support stability and protection of other parts of the said building. The Purchaser shall be permitted to make any internal addition or alteration and renovation work be it minor or major in the said flat at his own cost from the date of delivery of possession.

11) The Purchaser shall not at any time demolish or cause to be demolished or damaged the said flat and car parking space or any part thereof nor will make or cause to be made any additions or alterations of whatsoever nature to and in the said flat or any part thereof which may cause any damage or injury or is likely to affect the security, beautification, elevation, support, stability and protection of the said building including the said flat and car parking spaces. For the purpose of security beautification elevation support, stability and protection of the said building, the said Association shall be entitled to carry out necessary additions and alterations and the Purchaser hereby gives his unqualified consent for the same.

12) After the possession of the said flat and car parking space is delivered to the Purchaser/Allottee if any additions or alterations or deviations in or about or relating to the said building including the said flat is required to be carried out at the instance of the Central or State Government, Rajpur-Sonarpur Municipal Authority or any other statutory authority or body, all such additions alterations or deviations shall on notice to the said Association be carried out by the Purchaser subject to the terms and conditions herein contained and in co-operation with the Purchaser of other flats or portions in the said building and Vendor shall not be in any manner liable or responsible for the same. The Vendor has on this day of execution of this instant agreement and subsequent handing over possession of the said flat and the car parking space represents to have constructed the said flat and the car parking space in accordance with the building sanction plan.

13) So long the flat in the said premises are not separately assessed by the RAJPUR - SONARPUR MUNICIPALITY Authority the Purchaser shall pay his proportionate share of such rates(Both Owners and Occupiers) and also other taxes and impositions on

the said premises in such proportion as shall be proportionate to the area of the property agreed to be sold from the date of execution of this instant conveyance. However the Purchaser shall be duty bound to pay the service tax and deduct Income tax as the same may be levied by and/or applicable by any Concerned Competent Authority on or before the delivery of possession of the said flat and car parking space and further pay the above proportion of tax till his flat and car parking space is separately assessed.

14) That the Purchaser/Allottee herein state, declare, assure and also asserts the Vendors herein that the Purchaser have not made over the Service Tax, GST (if applicable) and/or any other Tax charges to the Vendor herein and the Purchaser shall remain duty bound to pay the Service Tax, GST (if applicable), and/or any other Tax charges subject to the liability imposed upon the Purchaser by the concerned State or Central Government authority.

15) The Purchaser shall not decorate or change the exterior of the said flat and car parking space otherwise than in the manner as may be agreed.

16) The Purchaser shall not throw or accumulate dirt rubbish, rags or other refuse or permit the same to be thrown or accumulated in the said flat or in the common portions of the said building.

17) The Purchaser shall at their own costs maintain and repair the inside of the said flat and shall keep in all respects the said flat in proper order and condition and shall not do or cause to be done anything in the said flat which may or are likely to damage injure or substantially affect the said building and the stability, protection, security and preservation thereof.

18) In addition to the rights and privileges to which the Purchaser are and shall be entitled according to the law forth time being in force in respect of

the said land and the said flat and car parking space in the said property the Purchaser shall be entitled to, inter alia, the common areas and facilities and common use of the roof set out in the Fourth Schedule hereunder written and Common Expenses set out in the Fifth Schedule hereunder written subject to the conditions there instated.

19) The Vendor shall be entitled to all vertical and horizontal exploitation of the land in the said property, the roof and other portions including open space whether by way of additional constructions in the said building or otherwise in such manner as the Vendor shall think fit and proper and the Purchaser agrees not to cause any interference or obstructions or hindrance in future for and in respect of such additional constructions. In that case the upper portion or top portion shall be granted common user of roof.

20) The Purchaser/Allottee shall have the right of common user of the roof with other owners or Purchaser of flat in the said building in the said property without any right of making further or additional construction, temporary or permanent, on the roof and shall keep and maintain at their own costs the roof in proper order and condition.

21) The Purchaser shall be entitled to let out, lease, sell, mortgage, gift, transfer or in any way deal with or dispose of the said flat and car parking space in the said building together with undivided and impartible proportionate share interest and ownership of the land in the said property, subject to the terms and conditions herein contained.

22) Any notice required to be given by the Vendor shall without prejudice to any other mode of service available, be deemed to have been served on the Purchaser if delivered by hand or sent by prepaid registered post to the Purchaser and shall likewise be deemed to have been served on the Vendor

by the Purchaser if delivered by hand or sent by prepaid registered post to the Vendor.

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

**ALL THAT** the land measuring about 9 Kattahs 10 Chitaks and 32 Sq. Ft. in District 24-Parganas (South), P.S. and A.D.S.R. Office - Sonarpur, Pargana- Madanmolla, Touzi No. 251, J.L No. 55, R.S. No. 109, Rajpur Sonarpur Municipality, Mouza - Rajpur, District Collector, 24-Parganas, Khatian Nos. 1216, 1234, 1807, 1811, 1237, 1219, 1218, 1236, 1810, 1806, 1231 and 1214, Dag No. 522, 12 Satak and in Dag No. 524(P) 3.89 satak out of 25 Satak, Totalling about 15.89 Satak in the District of South 24-Parganas butted and bounded in the following manner:-.

ON THE SOUTH : 7575mm wide Municipal Road;  
ON THE EAST : 2440mm wide Private Passage;  
ON THE NORTH : R.S. Dag No. 521.  
ON THE WEST : 8675 mm wide Municipal Road;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**ALL THAT** the Third Floor \_\_\_\_\_ side flat \_\_\_\_\_ having an area \_\_\_\_\_ super built up area more or less marble Flooring along with one Garage ( Car Parking) No. \_\_\_\_\_ measuring in the ground Floor **with Lift** of the newly constructed G+IV storied Building constructed known as “ USOSHI” apartment on the first schedule property together with proportionate impartible share in the land of the said property.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** one self-contained Flat **being No.**, measuring a **carpet area** of **Sq.ft.** more or less, with **balcony area** admeasuring **Sq.ft.** (**Chargeable area Sq.ft. more orless**) being built up area admeasuring \_\_\_\_\_Sq.ft. (super built up area \_\_\_\_\_Sq.ft. more or less)on the \_\_\_\_\_**Floor** together with **One Covered Car Parking Space No.** \_\_\_\_\_measuring \_\_\_\_\_

**Sq.ft. more or less on the Ground Floor**, land measuring 25 decimal comprised in R.S Dag No. 522, appertaining to R.S Khatian Nos. 1216, 1234, 1807, 1811, 1837, 1219, 1218, 1233, 1810, 1806, 1231 and 1214, Mouza- Rajpur, J.L. No. 55, Police Station - Sonarpur. District South 24 Parganas and being intended to construct the multistoried building in the land measuring 9 (Nine) Cottahs 10 (Ten) Chittaks 32 (Thirty Two) Sq.ft. being demarcated portion out of the entire land **Holding No. 159, Ramratan Ghosh Road**, Ward No. 17, in the District South 24 Parganas within the jurisdiction of Rajpur-Sonarpur Municipality With proportionate undivided impartible and variable share interest and ownership in the land fully described in the First Schedule above written and the said flat and car parking space is delineated in the map or plan annexed hereto and thereon bordered RED.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(COMMON AREAS AND FACILITIES)**

1. Staircases and landings on all the floors.
2. Roof.
3. Common passage on the ground floor.
4. Water pump, water tanks, the water pipes and other common passage, plumbing installations.
5. Electric wiring and meter.
6. Drainage and sewers.
7. Boundary walls and main gates.
8. Such other common parts, equipments, installations, fixtures and fittings.
9. Lift and its accessories.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**(COMMON EXPENSES)**

1. All costs of maintenance, operating, replacing, washing, painting, re- building, reconstruction, decoration, re-decorating and lighting the common parts and the walls on the building.
2. The salaries of the entire person employed for the said purpose.
3. Insurance premium for insurance of the building against earthquake, fire, lighting, mob, violence, civil commotion, damage etc.
4. RAJPUR - SONARPUR MUNICIPALITY taxes, G+IV storied building tax and other outgoings save those separately assessed on the respective flats/units.
5. All charges and deposits for suppliers of common facilities and utilities.
6. Costs and charges of establishment for maintenance of the building and for watch and ward staff.
7. All litigation expenses for protecting the title of the land with building.
8. The office expenses incurred for maintaining the office for common expenses.



**IN WITNESS WHEREOF** the parties have hereunto set and subscribed their respective hands the day month and year first above written.

**SIGNED AND DELIVERED** by

The **VENDOR** at Kolkata in

the presence of:

1.

---

**SIGNATURE OF THE VENDOR**

2.

**SIGNED AND DELIVERED** by

The **PURCHASER** at Kolkata in

the presence of:

1.

---

**SIGNATURE OF THE PURCHASER**

2.

**DEED DRAFTED & PREPARED BY ME: -**

**KALI SANKAR MONDAL**  
Advocate , En. F/1495/1477/78  
18, Alipur Judges Court, Kol-27,  
Computerised by:-  
Mintu Das,  
18, Alipur Judges Court, Kol-27,

**RECEIVED** of and from within named Purchaser the within mentioned sum of **Rs.**  
 \_\_\_\_\_/- (**Rupees** \_\_\_\_\_  
**only**) in full payment of the consideration money as per memo below:

**MEMO OF CONSIDERATION**

<b>Date</b>	<b>Cheque/Cash</b>	<b>Bank and Branch</b>	<b>Amount(Rs.)</b>

(Rupees \_\_\_\_\_ only)

**WITNESSES:**

1.

\_\_\_\_\_  
**SIGNATURE OF THE VENDOR**

2.