

## DEED OF SALE

1. **RAMAPATI PURKAIT**, Son of Late Lalit Mohan Purkait, by cast-Hindu, by profession- Retired Person, residing at Vivekananda Road, Babuganj, Tamlipara, P.S. Chinsurah, P.O. & Dist, Hooghly, Pin. 712103, 2. **DURBA GHOSH**, daughter of Late Jadupati Purkait, Wife of Nikhil Ghosh, by cast- Hindu, by profession- House Wife, residing at Village- Gurbari, P.O. & P.S. Gurap, Dist. Hooghly, Pin. 712403, 3. **URMITA PURKAIT** (PAN No. CAYPP4197H), Daughter of Late Umapati Purkait, by cast- Hindu, by profession-Service, residing at Vivekananda Road, Babuganj, Tamlipara, P.S. Chinsurah, P.O. & Dist. Hooghly, PIN 712103, 4. **SHIBABRATA PURKAIT**, Son of Late Umapati Purkait, by cast-Hindu, by profession- Student, residing at Vivekananda Road, Babuganj, Tamlipara, P.S. Chinsurah, P.O. & Dist. Hooghly, Pin. 712103, 5. **AMITA PURKAIT** (PAN NO. CPLPP6321P), Wife of Late Jadupati Purkait, by cast- Hindu, by profession- House Wife, residing at Vivekananda Road, Babuganj, Tamlipara, P.S. Chinsurah, P.O. & Dist Hooghly, Pin. 712103, 6. **JYOTSNA PURKAIT**, Wife of Late Jagatpati Purkait, by cast-Hindu, by profession- House Wife, residing at Vivekananda Road, Babuganj, Tamlipara, P.S. Chinsurah, P.O. & Dist. Hooghly, Pin. 712103, 7. **MONOJIT PURKAIT** (PAN No. CNCPP6704M), Son of Late Jagatpati Purkait, by cast- Hindu, by

profession-Service, residing at Vivekananda Road, Babujanj, Tamlipara, P.S. Chinsurah, P.O. & Dist Hooghly, Pin. 712103, **8. NTRMALYA PURKAIT** (PAN No. BXZPP6152R), Son of Late Jagatpati Purkait, by cast- Hindu, by profession- Service, residing at Vivekananda Road, Babujanj, Tamlipara, P.S. Chinsurah, P.O. & Dist. Hooghly, Pin. 712103, **9. DEBAJIT PURKAIT**, Son of Late Jagatpati Purkait by cast-Hindu, by profession-service, residing at Vivekanarida Road, Babujanj, Tamlipara, P.S. Cbinsurah, P.O. & Dist. Hooghly, Pin. 712103, **10. KALYANI PURKAIT**, Wife of Late Kailashpati Purkait, by cast- Hindu, by profession- House Wife, residing at Vivekananda Road, Babujanj, Tamlipara, P.S. Chinsurah, P.O. & Dist Hooghly, Pin. 712103, **11. SRI SURAJIT PURKAIT**, Son of Late Kailash Pati Purkait, by cast- Hindu, by profession- Ex-Serviceman, residing at Samabaynagar, near 3 no. gate, P.S. Chinsurah, P.O. & Dist. Hooghly, Pin. 712103, **12. RITA MALLICK**, Daughter of Late Kailash Pati Purkait, Wife of Uday Mallick, by cast Hindu, by profession- House Wife, residing at Ganguly Para, Shyamnagore Station Road, P.O. & P.S. Jagaddal, Dist. North - 24 Parganas, Pin. 743127; **13. ABHIJIT PURKAIT**, Son of Late Kailash Pati Purkait, by Caste- Hindu, by profession- Serviceman, residing at Kodalia, P.O. Bandel, P.S. Chinsurah, Dist Hooghly, Pin. 712123, **14. RITA PURKAIT**, Wife of Late Umapati Purkait, by Caste Hindu, by profession- House Wife, residing at Vivekananda Road, Babujanj, Tamlipara, P.S. Chinsurah, P.O. & Dist. Hooghly, Pin. 712103, **15. SMRITI PURKAIT**, Daughter of Late Lalit Mohan Purkait, by cast- Hindu, by profession- Others, residing at Vivekananda Road, Babujanj, Tamlipara, P.S. Chinsurah, P.O. & Dist. Hooghly, Pin. 712103, **16. SIKHA MITRA** (PAN No. CTIPM0069F),

Daughter of Late Lalit Mohan Purkait, by cast-Hindu, by profession- House Wife, residing at Vivekananda Road, Babuganj, Tamlipara, P.S. Chinsurah, P.O. & Dist. Hooghly, Pin. 712103, **17. NITA MALLICK**, Daughter of Late Kailashpati Purkait, Wife of Late Subir Mallick, by caste- Hindu, by profession- House Wife, residing at Vivekananda Road, Babuganj, Tamlipara, P.S. Chinsurah, P.O. & Dist Hooghly, Pin. 712103 **18. SMT. GITA GHOSH**, Wife of Sri Partha Kumar Ghosh, by cast-Hindu, by profession- Household duties, residing at Kadamtala, Pipulpati, P.S. Chinsurah, P.O. & Dist, Hooghly, Pin. 712103, **19. SMT. SAULI GHATAK (PAN No. BVOPP7046P)**, wife of Sri Dipak Ghatak, by cast- Hindu, by profession- Household duties, residing at Leninnagar, Garulia, P.S. Noapara, Dist. North 24 parganas, PEN- 743133, **20. SRI SUNIRNAY KUMAR PAUL (PAN NO.CMMPP5063L)**, son of Sunirmal Kumar Paul, by caste-Hindu, by profession- Business, residing at Tamlipara Vivekananda Road, P.S. Chinsurah, P.O. & Dist. Hooghly, Pin. 712103, hereinafter called the "**VENDORS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean his heirs, executors, administrators, legal representatives and assigns) of the "**FIRST PART**". Represented by their constituted attorney namely Sri Debasis Das proprietor of the "**M/S. K.C. DAS REAL ESTATE**".

**AND**

**K.C.DAS-REAL ESTATE**, Proprietor- **SRI DEBASIS DAS (AGOPD1506E)**, Son of Late Keshab Chandra Das, by faith Hindu (Indian Citizen), by occupation Business, having its office at Mallick Gali, Bus Stand, P.S. Chinsurah, Dist. Hooghly,

hereinafter called the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean his heirs, executors, administrators, legal representatives and assigns) of the "SECOND PART".

AND

WHEREAS the predecessor-in-interest Lolit Mohan Purakait, Umapati Purokait, Jadupati Purokait and Kailashpati Purokait, since deceased, was the sole owner of ALL THAT piece and parcel of Bastu Land measuring about .078 equivalent to .078 decimals be the same a little more or less thereon along with old dilapidated Building standing thereon together with all other easement right, title, interest, possession and appurtenances attached thereto comprised in L.R. Dag No. 1171, 1172 & 1173, L.R. Khatian No. 5739, 5621, 5744, 5743, 5622, 5623, 5624, 5625, 5626, 5627, 5628, 5629, 5630, 5742, 5741, 5740, & 5631, within the Mouja Hooghly, J.L. no. 19, and under Hooghly-Chinsurah Municipality, Ward No. 12 under within Police Station Chinsurah, District - Hooghly and the aforesaid Lolit Mohan Purakait, Umapati Purokait,

Jadupati Purokait and Kailashpati Purokait now deceased has been possessing and enjoying the said property without any interference from any corner, till death.

**AND**

**WHEREAS** Lalit Mohan, Kalish Pati, Jagatpati, Jadupati Purkait obtained the property by a Partition Suit being No. 107 of 1970 of the Ld. Sub-ordinate Judge, First Court, Hooghly at Chinsurah.

**AND**

**WHEREAS** Lalit Mohan died intested on 04/08/1999 leaving behind sons namely Umapati, Ramapati Purkait (SI. No. 1) and two daughter namely Sikha Mitra, SI. No. 16, and Smriti Purkait, SI. No. 15 and being became the owners of the property by virtue of inheritance. Thereafter Umapati Purkait died leaving behind SI. Nos. 3,4 and 14 of the first Part and thus became the owners of the suit property

**AND**

**WHEREAS** during the pendency of the Title Suit No. 107 of 1970 the, above named Kailsh pati Purkait died leaving behind the heirs of SI. No. 10,11,12,13 and 17 me First part.

AND

WHEREAS during the pendency of the Title Suit No. 107/1970 the above named jagatpati Purkait died leaving behind the heirs of Sl. No. 10, 11, 12, 13 and 17 the First part.

AND

WHEREAS Jadupati Purkait died in the year 2000 and thus his heirs being Sl. No. -2 and 5 of the First Part become the owners of the property jointly along with others, described in the schedule hereunder.

WHEREAS the predecessor-in-interest Ajit Kumar Purakait , since deceased, was the sole owner of ALL THAT piece and parcel of Bastu Land measuring about .046 equivalent to .046 decimals be the same a little more or less thereon along with old dilapidated Building standing thereon together with all other easement right, title, interest, possession and appurtenances attached thereto comprised in L.R. Dag No. 1171, 1172 & 1173, L.R. Khatian No. 5972, 5973 85 5974, within the Mouja Hooghly, J.L. no. 19, and under Hooghly-Chinsurah Municipality, Ward No. 12 under within Police Station Chinsurah, District - Hooghly and the aforesaid Ajit Kumar Purakait now deceased has been possessing and enjoying the said property without any interference from any corner, till death.

AND

WHEREAS the property comprising in L.R. Dag No. 1171, 1172 and 1173 of Mouza of Hooghly, J.L No. 19, comprising L.R. Khatian no. 39. P.S. Chinsurah, Dist- Hooghly absolutely belong to Ajit Kumar Purkait, the predecessors of the party of the FIRST PART.

AND

WHEREAS Ajit Kumar Purkait was the original owner of L.R, Plot nos. 1171, 1172 and 1173 comprising L.R. Khatian'No 39 and whereas due to demise of the said Ajit Kumar Purkait leavings behind his two married daughters viz. Smt. Aparna Paul and Smt. Gita Ghosh.

The wife of Ajit Kumar Purkait and Amiya Purkait predeceased him and as such the aforesaid two daughters Aparna Paul & Gita Ghosh became the owner of the property left by him having moiety share.

AND

WHEREAS the said Aparna Paul died on 15.05.07 leavings one married daughter Smt. Sauli Ghatak and 2 (two) son viz Sunimay Kumar Paul and Sunirban Pal.

AND

WHEREAS unfortunately one of the son of "Aparna Paul viz. Sunirban Pal died on 20.12.17 a without any issue. Be it mentioned that the wife of Sunirban Pal divorced him before his death.

AND

WHEREAS as a result the daughter of Ajit Kumar Purkait, Smt. Gita Ghosh (Sl. no. 18 of the First Part) and the daughter of Late Aparna Paul Smt. Sauli Ghatak (Sl. no. 19 of the First Part) and her son Sunimay Kumar Paul (Sl. no. 20 of the First Part) became the owners of the property of Late Ajit Kumar Purkait.

AND WHEREAS after the demise of Lolit Mohan Purakait, Umapati Purokait, Jadupati Purokait and Kailashpati Purokait leaving behind Rampati Purokait, Durga Ghosh, Urmita Purokait, Shibabrata Purokait, Jyotsna Purokait, Amita Purokait, Monojit Purokait, Debojyoti Purokait, Kalyani Purokait, Surojit Purokait, Rita Mallick, Abhijit Purokait, Rita Purokait, Smriti Purokait, Sikha Mitra and Nita Mallick obtained the property as legal heirs and successors.

AND WHEREAS after the demise of Ajit Kumar Purokait, Gita Ghosh, Sauli Ghatak & Sunirmoy Kumar Pal obtained the property as the only legal heirs of Ajit kumar Purokait.

AND WHEREAS since then of aforesaid legal heirs of Ajit Kumar Purokait, and the legal heirs of Lolit Mohan Purakait, Umapati Purokait, Jadupati Purokait and Kailashpati Purokait, became the joint owners of the aforesaid property.



AND WHEREAS the said legal heirs Rampati Purokait, Durga Ghosh, Urmita Purokait, Shibabrata Purokait, Jyotsna Purokait, Amita Purokait, Monojit Purokait, Debojyoti Purokait, Kalyani Purokait, Surojit Purokait, Rita Mallick, Abhijit Purokait, Rita Purokait, Smriti Purokait, Sikha Mitra and Nita Mallick and Gita Ghosh, Sauli Ghatak and Sunirmoy Kumar Pal duly mutated their respective names before the B.L 85 L.R.O as well as before the Local Municipality and after the aforesaid mutation name of legal heirs and under L.R Khatian Nos. 5739, 5621, 5744, 5743, 5622, 5623, 5624, 5625, 5626, 5627, 5628, 5629, 5630, 5742, 5741, 5740, 5631 85 5972, 5973 & 5974 and within Police Station Chinsurah District -Hooghly ALL THAT piece and parcel of Bastu Land measuring about .046 + .078 equivalent to .046 + .078 decimals be the same a little more or less thereon along with old dilapidated Building standing thereon together with all other easement right, title, interest, possession and appurtenances attached thereto comprised in L.R. Dag No. 1171, 1172 & 1173, L.R. Khatian No. 5972, 5973 85 5974, within the Mouja Hooghly, J.L. no. 19, and under Hooghly-Chinsurah Municipality, Ward No. 12 under within Police Station Chinsurah, District- Hooghly.

AND WHEREAS thereafter considering the old dilapidated condition of aforesaid property the said legal heirs decided to develop the said property with an experienced Developer and entered into a encumbrances paying relevant taxes and khazna to the relevant authority and he has full power to dispose the same.

Development Agreement" on 13.07.2018 & 03.05.2018 with the Developer/ Confirming Party namely K.C. Das Real Estate represented by Sri Debasis Das, more-fully described herein below: for the development of all that piece and parcel of Bastu land measuring about .046 decimals + .078 decimals be the same a little bit more or less thereon along with old dilapidated building together with all other easement right, title, interest, possession and appurtenances.

**AND WHEREAS** the said legal heirs thereafter executed a General Power of Attorney in favour of Sri Debasis Das, son of Late Keshab Chandra Das, by virtue of a Development Agreement being No. 1738 & 2236 for the year 2018 which was registered in the office of the A.D.S.R, Hooghly on 13.07.2018 & 03.05.2018.

**AND WHEREAS** in pursuance of the aforesaid "Development Agreement" dated |13.07.2018 & 03.05.2018 a General Power of Attorney dated 13.07.2018 & 03.05.2018 the Developer/ Confirming Party sanctioned a Building Plan. from Hooghly-Chinsurah Municipality in the vide no. B- 520 dated 11.04.2019.

**AND WHEREAS** in pursuance of the aforesaid sanctioned plan the Developer already completed construction of a G+4 storied Building on the aforesaid property, namely K.C. Das Apartment.

**AND WHEREAS** the Owners of the property duly executed the registered Development Agreement being no. 2239/18 for the year 13.07.2018, and 1746/ 18 dated 10.05.2018 In favour of K.C. Das

Real Estate, A proprietorship firm being represented by its sole proprietor

Sri Debasish Das, PAN No. AGOPD 1506 E, S/o Late Keshab Chandra Das, having its office at N.S. Road, P.O. & P.S. - Chinsurah, Dist -Hooghly, Pin 712101.

WHEREAS the Purchaser herein became the absolute owner and occupier of ALL THAT one                    area **being no.**                    on the ground floor in "K.C. Das Apartment" area measuring about Covered area                    and                    sq. ft. more or less including covered area more or less together with the proportionate, undivided and impartible share in the land beneath the Schedule - A mentioned property which is more fully described in the Schedule - B below along with the rights of all common passage, common portions, common spaces, common amenities attached thereto which is more fully described in the Schedule below.

AND WHEREAS that under the said agreement it has stipulated that after completion of the project land owner will be allocated his portion in accordance with the development agreement on the constructed area and remaining portion will be allotted in favour of the Developer for disposal by the strength of said General Power of Attorney and agreement, the Developer having acquired the right to dispose of the flat and garage of the

newly constructed building to the extent of allocated area and owners are empowered to dispose their allocated area with proportionate and undivided share and interest in the land including other undivided and common easements and amenities as would be available in the building together with all essential connection like water, electricity and telephones.

AND WHEREAS THIRD PART having regard to the construction specification and market condition the Developer offered to sell and the Developer / Confirming Party of the Second Part herein has agreed to confirm the said sale and the Purchasers of the Third Part herein agreed to purchase a complete \_\_\_\_\_ being No. \_\_\_\_\_ on \_\_\_\_\_ . **Floor**, covering area of \_\_\_\_\_

\_\_\_\_\_ | Sq.ft. be same a little or more or less on shown by **RED** colour boundary in **Ground Floor** of the building under the name and style "K.C. APARTMENT" together with proportionate undivided share and interest in land along with all other common joint easements and amenities as would be available in the building in Schedule A together with undivided impartibly proportionate part and / share of the land underneath and common facilities and utilities as more fully and particularly described in the schedule "B" hereunder within "A" schedule mentioned total property and hereinafter referred to as the said Flat as a consideration value of **Rs.** \_\_\_\_\_

\_\_\_\_\_ only and for which an agreement for sale has been made and executed, details of which mentioned at memo of consideration.

confirm the said transfer of the said Garage and also confirm the entire recital of this indenture of Sale unto the said Purchasers.

OR HOWSOEVER OTHERWISE the said hereditaments and premises is situated, butted and bounded called known, numbered, described or distinguished TOGETHER WITH all areas, sewers, drains, ways, paths, passages, shrubs, water, water courses, light, right, liberties, easements, privileges and appurtenances whatsoever to the said property hereditaments and premises belonging to or anywise appertaining thereto or usually or enjoyed therewith or reputed to belong or to be belonged or to be appurtenant thereto and all easements thereon and reversions, remainder and reminders, yearly, monthly and other rents, issues and profits thereof and all estate, rights, title, interest, inheritance, trust, use, possession, claim, demand whatsoever of the both in law and equity in law into and upon the said property as to be unto the Purchasers and every part thereof to have and to hold the said Garage hereby granted, conveyed, sold, transferred, assured or intended so to be with him and every part of his rights and appurtenances and legal incidents thereof unto the Purchasers, the Vendors and the Developer/Confirming Party proposes to transfer subsisted and they have full power and absolute authority and indefeasible title to grant, convey, sell, transfer, assign and assure the said Garage with proportionate share of land and every part thereof hereby sold and transferred or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid and it shall be lawful for the Purchasers from time to time and at all times hereafter quietly and peaceably enter into and upon the said

Garage with proportionate share of land hereby conveyed and transferred unto the Purchasers every part of his right and to hold posses occupy and enjoy the same and collect realize and receive rents issues and profits thereof without any disturbances, interruption, claim or demand whatsoever by the Vendors and the Developer/Confirming Party any person or persons claiming through under or in trust for the Vendors and the Developer/confirming Party and the said Flat which is hereby conveyed and transferred unto the Purchasers is freed, exonerated and discharged from all encumbrances, charges, attachments, liens, lispendens, claims demands whatsoever created occasioned or made by the Vendors and the Developer/Confirming Party further that the Vendors and the Developer /Confirming Party and every person or persons having or lawfully claiming any estate right title or interest through under or in trust for the Vendors and the Developer /Confirming Party into out of and upon the said Flat hereby conveyed and transferred unto the Purchasers or any part upon every reasonable request and at the const of the Purchasers do acknowledge execute and perform all such further and lawful deeds, assurances, matters and things whatsoever for further and more perfectly assuring the said unto the Purchasers aforesaid as shall or may be reasonably required and the Vendors and the Developer/ Confirming Party hereby declare that the §aid misusage land and premises /property is free and unencumbered.

AND the Purchasers will further be entitled to enjoy and use the said Garage, proportionate share of land underneath of the said

property and premises or transfer the same without any consent of the Developer /Confirming Party or in any manner he likes without any hindrance by the co-owners /the Vendors and the Developer /Confirming Party or by any person claiming through or under the co-owners /the Vendors and the Developer / Confirming Party.

**AND IT IS FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. The Purchasers shall have full and absolute property rights such as the Vendors derived from his title save and except that of demolishing or committing waste In respect of the property hereby conveyed in any manner so as to effect the other co-owners.
2. The Purchasers shall have the rights, liberties and easement and the right of common user of staircase and common passages, common paths and ways on the First floor the water pump, water tank, water pipes and other plumbing installations, electrical substation, common electric meters, septic tank, drainage and sewers and all common parts boundary wall and main gates etc. as morefully set forth and described in the Schedule "C" hereunder.

3. The Purchasers shall have the common right, title, possession and interest on main walls and on the land there under on which the schedule First premises stands, situates and exists.
4. The Purchasers shall have the full common right or protection for the building so far as it be necessary to protect the same.
5. The Purchasers' undivided interest in the soil as morefully set forth in the Schedule "A" hereunder shall remain join for all times with other co-owners, that is the interest in the soil is impartibly.
6. The Purchasers shall be entitled to sell, mortgage, lease or gift or otherwise alienate the said Flat hereby conveyed to anyone without the consent of the Vendors and the Developer/ Confirming Party or any other co-owners.
7. The Purchasers shall be entitled to use the said Flat for his residential purpose only.
8. The Purchasers shall have the separate liability for payment of Municipal Tax, proportionate annual rent payable to the competent authority and the Govt., of West Bengal and all litigations expenses for protection the title of the unit i.e. the said Flat if any.



9. The Purchasers shall have the common liability for all charges and deposit for the supply+ of common utilities such as const and charges of establishment for maintenance, operating, repairing, outside, painting, reconstruction, decorating, redecorating and common lightings and other outgoings towards the common parts and components and outer walls of the said building.

All expenses referred to above shall proportionately be borne by the co-owners on the basis of respective built up area on and from the date of taking charges and occupation of this respective unit and shall be made by the Purchasers to the co-owners of the \_\_\_\_\_ in the Building represented by the Ownership Association or cooperative of the Purchasers of the \_\_\_\_\_ in the building for the said purpose and the Purchasers shall abide by the rules and regulations as framed by the Ownership Association or co-operative of the Purchasers from time to time.

10. The Purchasers shall be liable for maintenance of the inside walls and other accessories and /or associated parts of the said \_\_\_\_\_ out of their personal expenses whenever necessary without, disturbing the other co-owners.

11. The Purchasers will be permitted to decorate inside portion of the Garage at his will within the limit of his portion i.e.  $\frac{1}{2}$  thickness to all walls of the said \_\_\_\_\_. Any bore or

hole for description purposes should not be cross ½ thickness to all walls of the said Garage.

12. The Purchasers and the vendors and the Developer/confirming Party will cooperative each other and/or other Co-owners to get electricity, water connection, telephone, T.V. from and to any their unit or common parts through pipes, drains lying or being in under through or over the said unit as far as it may reasonably be necessary for the beneficial use and occupation of other parts of the building.
13. The Purchasers hereto of the said shall apply for mutation before the competent authority and apply for taking in his own name electric meter for the supply and consumption of electricity to the Appropriate Authority and shall pay all taxes and consumption charges regularly. The vendors and the Developer/Confirming Party herein shall give their consent to any such application made by the Purchasers hereof.
14. The Purchasers are under obligation not to carry or cause to use carried on any obnoxious, injurious, noisy, dangerous, hazardous or illegal or criminal activity in or through the said unit.
15. The Purchasers are under obligation not to store or held any inflammable, combustible, obnoxious, injurious,

hazards or dangerous articles in the said building or any other part of the said building.

16. The Purchasers are not permitted to be done which is likely to cause any nuisance, disturbance and annoyance of the co-residents of the other units in said building or the adjoining building or buildings.
17. The Purchasers are not permitted to affix and draw any wire, cable or pipes from or to or through any of the common portions or outside walls of the said building or other units save in the manner indicated in the writings by the Vendors and the Developer /Confirming Party or the service organization or Owners' Associations.
18. The Purchasers are not permitted to dislocate the properties or rights in the land in the shape of impartibly proportionate share thereto or ask for partition thereof or agree to transfer it in part or parts in any manner.
19. That all flat owners / holders will pay equally the cost of transformed electric meter etc.

**THE VENDORS AND THE DEVELOPER / CONFIRMING PARTY DO  
HEREBY COVENANT WITH THE PURCHASERS HEREIN OF THE  
SAID GAGERE AS FOLLOWS:**

The Vendors and the Developer /Confirming Party assures the Purchasers that the said property is free from all encumbrances, attachments, any public charges, taxes and other expenses to any Private or Public body or Govt., in respect of the said Flat or land any subsequent public charges, taxes or other expenses will be distributed amongst the owners equally and to proportion to the said area of the

The Vendors and the Developer/Confirming Party declares that the land of the building is to be belonged equally and proportionately to all the owners of the and the floor spaces use as and the common spaces are for the use of all residents and no permanent or temporary structures can be built up by anybody on the common spaces and common areas. The Purchasers shall not be entitled to make any new construction which will be detrimental to the interest of the said building.

The Vendors and the Developer/Confirming Party have good right and valid title to transfer sell and assign the said and its proportionate appurtenant thereto in the manner mentioned hereinbefore.

The Vendors and the Developer/Confirming Party shall and will from time to time and at all times herein after, at the request and cost of the Purchasers do or execute or cause to be done or executed all such acts, deeds, matters, the said things for further better and more perfectly assuring the said properties and every

part and parcel thereof unto and to the use of the Purchasers, in any manner aforesaid or shall or may be reasonably required.

**AND THIS INDENTURE FURTHER WITNESSETH** the Vendors and the Developer/ Confirming Party hereby covenant with the Purchasers to produce or cause to be produced to them as they will direct in that behalf or in the cause of any Judicial **proceedings** and /or otherwise as occasion shall require which is in any way related to the said property and as are the Vendors and the Developer/Confirming Party's custody for the proof,, defense,, support for title of the Purchasers and make and furnish and cause to be made and furnished copies from the said deeds of documents entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitrator shall be binding on the parties.

9. In connection with the aforesaid arbitration proceedings only the District Judge, Hooghly and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

#### **SCHEDULE - A**

##### **ABOVE REFERRED TO HEREBY PROPERTY**

**ALL THAT** piece and parcel of Bastu Land measuring about 501.99 Sft. equivalent to the same a little more or less along with G+4 storied Building standing thereon together with all other easement right, title, interest, possession and appurtenances attached thereto comprised in L.R. L.R. Dag No. 1171, 1172 & 1173, L.R. Khatian

No. 5939, 5621, 5744, 5743, 5622, 5623, 5624, 5625, 5626, 5627, 5628, 5629, 5630, 5742, 5742, 5741, 5740, 5631, 85, 5972, 5973 & 5974, within the Mouja Hooghly, J.L. no. 19, and under Hooghly-Chinsurah Municipality, Ward No. 12 under within Police Station Chinsurah, District - Hooghly, Pin Code - 712103, butted and bounded in the manner as follows:-

- ON THE NORTH - Holding of Shibaji Dutta.  
ON THE SOUTH - Vivekananda Road.  
ON THE EAST - 12' wide Municipal Road.  
ON THE WEST - Holding of Santu Das & Shankar Mallick.

SCHEDULE - B

ON THE NORTH -  
ON THE SOUTH -  
ON THE EAST -  
ON THE WEST -

THE SHCHEDULE-C  
HEREIN ABOVE REFERRED TO COMMON PORTION AND  
FACILITIES)

1. Main entrance, pipes, drain, sanitary pipes, drainage and sewerage, motor and pump underground water reservoir, overhead water tank, water pipe and other common plumbing, rain water pipe, but the Roof is restricted for the Owners and Developer only.
2. Drains, sewerage, main water delivery pipes lines from underground reservoir to overhead water tanks, all distribution pipe lines to kitchen and toilets of different unit flats and common portions.
3. Only general lighting of the common portions shall be provided.
4. Lift, Stair case, Stair case lobby.
5. The main electric distribution board with electrical wiring and electric meter, water and Sewerage evacuation pipes from the flat / unit to main drains and sewers common to the building, -water reservoir pipe lines.
6. Boundary wall, main gate Meter Room and Pump House.

THE SCHEDULED -D  
HEREIN ABOVE BEFEBBED TO  
[COMMON EXPENSES]

1. All costs of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and common portions and also the outer walls of the building.
2. The salaries of all persons employed for the same purpose.
3. All charges and deposits for supplies of common utilities. Cost and charges of establishment for maintenance of the building and for watch and ward staff.
4. All litigation expenses appertaining to the maintenance and protection of the building and disputes regarding claims and demands from Corporation and/or other local authority.



**SIGNATURE OF THE VENDOR**

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

**SIGNED, SEALED AND DELIVERED**

**IN PRESENCE OF:**

1.

2.

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SIGNATURE OF THE VENDOR.

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SIGNATURE OF THE PURCHASERS

DRAFTED BY ME  
AND SIGNED IN MY OFFICE.

ADVOCATE