

THIS SALE DEED IS MADE ON THIS THE _____ DAY OF APRIL, 2021.

BETWEEN

SMT.TULSI RANI CHOWDHURY [PAN-BYNPC6143E] wife of Late Nirod Baran Chowdhury , by faith-Hindu, by nationality Indian, by occupation housewife, resident of Vill-Kururia, P.O-Amrai, P.S-Durgapur, Dist-Pachim Bardhaman,W.B,India,PIN-713203, represented by their **Attorney "N.N. CONSTRUCTION" its proprietor MR. BIKRAM HAZRA [PAN – ADFPH3818M]** Son of Sri. Nirad Baran Hazra, by faith Hindu, by nationality Indian, by Occupation- Business, resident of OCD-2, North JN Avenue, P.O. Amrabati & P.S. Durgapur, Dist- Burdwan presently Pachim Bardhaman, PIN-713214 [**by virtue of deed no-I-020602594 for the year 2019 A.D.S.R. Durgapur**] herein after referred to as "**THE OWNER**", (which term shall include their heirs, executors, representatives and assigns) of the **FIRST PART.**

AND

N.N. CONSTRUCTION [PAN – ADFPH3818M], A Proprietorship Firm having its office at Balaka park, Bidhannagar, P.O.- ABL Township, City- Durgapur, District- Burdwan Presently Pachim Bardhaman, PIN-713206, W.B., India, **Represented By Its Proprietor MR. BIKRAM HAZRA [PAN – ADFPH3818M]** Son of Sri. Nirad Baran Hazra, by faith Hindu, by nationality Indian, by Occupation- Business, resident of OCD-2, North JN Avenue, P.O. Amrabati & P.S. Durgapur, Dist-Burdwan presently Pachim Bardhaman, PIN-713214, W.B., India, hereinafter refereed to and called as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the **SECOND PART.**

AND

_____ herein after referred to as "**PURCHASER**" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART.**

WHEREAS :- The said OWNER is absolutely seized and possessed of all the piece and parcel of land land measuring about 10 kataha under Mouza-Kururia,,Dag No-L.R-1094,R.S-1612 Khatian No-376,J.L No-56 Recorded in BLRO. Under Durgapur Municipal Corporation, Dist-Burdwan presently Pachim Bardhaman.The property particularly mentioned and described in the first scheduled is L.R recorded property of the present owner .She purchased the

his heirs, executors, administrators, assigns absolutely and forever and the vendor hereby covenants with the Purchaser his heirs, executors, administrators, assigns that not with standing any act, deed or things hereto before granted or executed or knowingly suffered to the contrary and the vendor now lawfully seized and possessed the said property free from all encumbrances attachments or defect in the title whatsoever and the vendor has full authority to sale the said property in the manner as aforesaid and the purchaser hereinafter peaceably and quietly posses and enjoy the sold property in khas without claim or demand whatsoever from the Vendor or and the Developer or any person claiming under or in trust for them and further the vendor and the Developer and also their legal heirs, successors- in- office, administrators, legal representatives and assignee from do or cause to be done or executed all such lawful acts, deeds and things whatsoever in future and more perfectly conveying the said flat and every part thereof in the manner as aforesaid according to true intent and meaning of this deed..

AND WHEREAS Purchaser/s shall be factually legally entitled to get his name/s recorded in the record of B.L & L.R.O., Faridpur Durgapur during settlement And further that the purchaser shall be at liberty to get the property muted into the rent roll of Govt. Of West Bengal and liberty to take separate electricity and water supply connection in his own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the Vendor or Developer.

FIRST SCHEDULE

(Said Land)

That piece and parcel of a **Bastu** land measuring about land measuring 10(ten)cattah under **Mouza- Kururia,,** J.L no.-56, R.S. Plot no-**1612 L.R Plot No—1094, L.R. Khatian no: -376.** Under the jurisdiction of Durgapur Municipal Corporation Dist-Pachim Bardhaman,P.S-Durgapur,P.O-Durgapur-13,W.B. butted and bounded :-

By North- 18 feet Wide road,

By South—Plot

By East— 30 feet wide road

By West—Plot

SECOND SCHEDULE

PART-I

(Said Flat)

All that the unit being **Flat bearing No-** , **on the** **Floor having**
Super Built-up Area of **Square Feet , Built**
up Area- **Square Feet , Covered Area**

at "Meha Premiera, with/without Car parking space at the land as described in the First Schedule with proportionate undivided share of the land enjoyment at common areas amenities and facilities (as described in part- I & Part – II of the schedule – Three hereunder)

THIRD SCHEDULE

PART-I

(Share in Specific Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Staircase of "MEHA PREMIERA.
2. Corridors of "MEHA PREMIERA(Save inside any unit).
3. Drains & Swears of "MEHA PREMIERA(Save inside any unit).
4. Exterior walls of "MEHA PREMIERA.
5. Electrical wiring and Fittings of "MEHA PREMIERA(Save inside any unit).
6. Overhead Water Tanks of "MEHA PREMIERA.
7. Water Pipes of "MEHA PREMIERA.
8. Lift Well, Stair head Room, Lift Machineries "MEHA PREMIERA.
9. Pump and Motor of "MEHA PREMIERA.

PART-II

(Share in General Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Main Entrance of "MEHA PREMIERA.
2. Drains & Swears of "MEHA PREMIERA (Save inside the Block).

FOURTH SCHEDULE

'RIGHTS OF THE PURCHASER'

- a) That the purchaser shall enjoy the super- built up area for the said flat along with common rights they are lawfully entitled thereto along with all sewerage, drains, water courses and all common areas available for use of the said premises.

- b) That the purchaser shall have every right to enter into any other flat in the building for the purpose of effecting repair of service pipe lines and portion of flat as may reasonably necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) That the purchaser shall have full proprietary rights and interest and shall entitled to sale, mortgage, lease out, let out or transfer in every manner whatsoever without requiring any permission or consent from “OWNER” or “DEVELOPER” or from any other flat owner(s) or from the Association of the flat owners.
- d) That the purchaser undivided interest in the land described in the First Schedule above shall remain joint for ever with the owners of the other flats of the said Complex namely “**MEHA PREMIERA**.”

FIFTH SCHEDULE

‘PURCHASER’S/S’ COVENANTS’

1. On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:
 - a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
 - b) Permit the maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;
 - c) Deposit the amounts for various purposes as required by the Maintenance Agency or the Association;
 - d) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners and occupants of the Buildings;
 - e) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;
 - f) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
 - g) In particular and without prejudice to the generality of the foregoing, not to make any from of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/

and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise

- h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men, materials and utilities;
 - i) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately & the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;
 - j) Pay all rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Corporation;
 - k) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
 - l) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;
 - m) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
2. On and From the Date of Possession, the Purchaser/s agrees and covenants:
- a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein, whatever the case may be herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
 - b) Not to open out any additional window or any grill box or fix grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
 - c) Not to do or permit to be done any act deed or thing which may render void or voidable any policy or Insurance or any Unit/Flat or any part of the Building/s or the premises or may cause any increase in the premium payable in respect thereof;

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

WITNESSES:

**Mr. Bikram Hazra as a
constituted Attorney of
Smt.Tulsi Rani Chowdhury**

**SIGNED AND DELIVERED
By the OWNER (S)**

**SIGNED AND DELIVERED
By the DEVELOPER (S)**

**SIGNED AND DELIVERED
By the PURCHASER (S)**

**Drafted by me and Typed at my office &
I read over & Explained in Mother Languages to all
Parties to this deed and all of them admit that the
Same has been correctly written as per their instruction.**