

DEED OF SALE

THIS DEED OF SALE made this day of

Two Thousand and Nineteen **BETWEEN**

(1) **SMT. SABITA DAS**, Having Permanent Account No- **FAUPD9444Q**, Aadhar No- 5159 4535 5574, daughter of Late- Radheshyam Nath, wife of- Shri. Arun Kumar Das, residing at- 72 Bag Para Main Road, P.O- Morepukur, P.S- Rishra, District- Hooghly, Pin- 712250, (2) **SMT. NAMITA NATH**, Having Permanent Account No-**BQKPN7657R**, Aadhar No- 3858 8858 9000, daughter of Late- Radheshyam Nath, wife of- Shri. Poritosh Nath, residing at- Magraganj Hansghara (CT) P.O & P.S- Magra, District- Hooghly, Pin- 712148 (3) **SMT. KRISHNA NATH**, Having Permanent Account No-**APFPN6427A** , Aadhar No-4433 7916 7135, daughter of Late- Radheshyam Nath, wife of- Shri. Taraknath Nath, residing at- 469/A, 3No Natun Gram, Morepukur, , P.O- Morepukur, P.S- Rishra, District- Hooghly, Pin- 712250, all are by faith- Hindu, by occupation- Housewife, by Nationality- Indian, in the state of West Bengal, (4) **SMT. ANJALI DAS**, Having Permanent Account No- **BJFPD7818G**, Aadhar No- 3447 7007 9398, daughter of Late-Shanti Ranjan Das, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, residing at- 3/220 Dr. B.C.Roy Sarani, P.O- Morepukur, P.S- Rishra, District- Hooghly, Pin- 712250 in the state of West Bengal, in the state of West Bengal, (5) **SHRI. AMAR DAS**, Having Permanent Account No- **CZJPD2570C**, Aadhar No-9529 2266 8011, son of Late-Shanti Ranjan Das, by faith- Hindu, by occupation- Service, by Nationality- Indian, residing at- 220 Dr. B.C. Roy Sarani, P.O- Morepukur, P.S- Rishra, District- Hooghly, Pin- 712250, in the state of West Bengal, (6) **SHRI. KAMAL DAS**, Having Permanent Account No- **CZJPD2072F**, Aadhar No- 8287 1526 8496, son of Late-Shanti Ranjan Das, by faith- Hindu, by occupation- Service, by Nationality- Indian, residing at- 220 Dr. B.C.Roy Sarani, P.O- Morepukur, P.S- Rishra, District- Hooghly, Pin- 712250 in the state of West Bengal, (7) **SMT. ANITA DAS**, Having Permanent Account No- **BYRPD6843C**, Aadhar No- 9529 2266 8011, wife of Late Bimal Krishna Das, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, (8) **SHRI. AMIT DAS**, having Permanent Account: **BIBPD4225N**, Aadhar No-8117 1849 4550, son of Late Bimal Krishna Das, by faith- Hindu, by occupation- Business, by Nationality- Indian, both are

residing at- 3/220/6 Dr. B.C.Roy Sarani, P.O- Morepukur, P.S- Rishra, District- Hooghly, Pin- 712250 hereinafter called the **'OWNER/VENDOR'**. Represented by its Constituted Attorney **ANUMANS CONSTRUCTIONS PRIVATE LIMITED**, having Permanent Account Number- **AARCA0195J** being CIN No- **U45500WB2018PTC226567**, having its office at 3/216/A/12, Dr. B. C. Roy Sarani, 5th lane P.O. Morepukur, P.S. Rishra, District – Hooghly, Pin- 712250, represented by its Directors namely **(1) SRI ANUP SAHA**, having Permanent Account Number- **DQBPS3489F**, son of Late Balaram Saha, by Caste - Hindu, by Occupation -Business, by Nationality - Indian, of 97/1, Laxmi Polly, P.O. Morepukur, P.S. Rishra, District- Hooghly, Pin- 712250, **(2) SRI MANISH THAKUR**, having Permanent Account Number- **AMSPT8092R**, S/o. Anand Thakur, by Caste - Hindu, by Occupation - Business, by Nationality - Indian, of 3/216/A/12, Dr. B. C. Roy Sarani, 5th lane, P.O. Morepukur, P.S. Rishra, District- Hooghly, Pin- 712250 by a Deed of Development Cum Power of Attorney dated 21st March 2018, which is duly registered in Book No-1, Volume number- 1903-2018, Pages no- 28630 to 28668, being no-190300586 for the year 2018 in the Office of the A.R.A-III, Kolkata West Bengal.

AND

ANUMANS CONSTRUCTIONS PRIVATE LIMITED, having Permanent Account Number- **AARCA0195J** being CIN No- **U45500WB2018PTC226567**, having its office at 3/216/A/12, Dr. B. C. Roy Sarani, 5th lane P.O. Morepukur, P.S. Rishra, District – Hooghly, Pin- 712250, represented by its Directors namely **(1) SRI ANUP SAHA**, having Permanent Account Number- **DQBPS3489F**, son of Late Balaram Saha, by Caste - Hindu, by Occupation -Business, by Nationality - Indian, of 97/1, Laxmi Polly, P.O. Morepukur, P.S. Rishra, District- Hooghly, Pin- 712250, **(2) SRI MANISH THAKUR**, having Permanent Account Number- **AMSPT8092R**, S/o. Anand Thakur, by Caste - Hindu, by Occupation - Business, by Nationality - Indian, of 3/216/A/12, Dr. B. C. Roy Sarani, 5th lane, P.O. Morepukur, P.S. Rishra, District- Hooghly, Pin- 712250. (which expression shall unless excluded by or repugnant to the context mean and include its heirs, executors, successors,

administrators, representatives and assigns) herein after called the "**DEVELOPER/CONFIRMING PARTY**" of the **Second Part**.

AND

....., hereinafter called 'the **PURCHASER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representative, and/or assigns)of the **THIRD PART**.

WHEREAS

- A. One Radheshyam Nath Son of Late Radha Gobinda Nath, became the absolute owner of one piece and parcel containing an area of 04 Katha 00 chattak and 00 sq.fts be a little more or less comprised in E/P No- 219, C.S.Plot No- 1804 (Part), Khatian No. 3433, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16 morefully described in the First Schedule hereunder by a written virtue of a registered deed of gift which is recorded in Book No- 1, Volume No- V, Pages No- 289 to 294 ,Being number 249 for the year 1987 registered before the office of A.D.S.R Serampore under District- Hooghly.
- B. The abovenamed RadheShyam Nath died intestate on 13.04.2005, leaving behind his three daughters namely **Smt. Sabita Das, wife of Shri. Arun Kumar Das, (2) Smt. Namita Nath, wife of Poritosh Nath, (3) Smt. Krishna Nath**, as his legal heirs and successors in respect of his above mentioned First Schedule Property.
- C. By a Development Agreement dated 10th December 2019 made between the Vendors No 1 to 3 herein therein referred to as the Owners of the one part and the Developer herein therein also referred to as the Developer of the other part and registered with **Additional Registrar of Assurances-III, Kolkata in Book I**

Volume No.1903-2018 Pages 118202 to 118250 Being No.190303031 for the year 2018, and subsequently entered into a Development Power of Attorney dated 18TH December, 2018, registered in Additional Registrar of Assurances-III, Book No- IV, Volume No: 1903-2019, Pages No: 19237-19277, being No- 190307716 for the year 2018, the Vendors, inter alia, did thereby agree to contribute the said Property and to allow the same to be used exclusively and solely for the purpose of development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said Property into a Complex and to market the same in the manner mentioned in the said Development Agreement.

- D. One Malina Rani Das, wife of Late Shanti Ranjan Das became the absolute owner of one piece and parcel containing an area of 04 Katha 00 chattak and 00 sq.fts be a little more or less comprised in LOP No- 220, C.S.Plot No- 1804, Khatian No. 3433, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16 morefully described in the First Schedule hereunder by a written virtue of a registered deed of gift which is recorded in Book No- 1, Volume No- III, Pages No- 253 to 258 ,Being number 143 for the year 1988 registered before the office of A.D.S.R Serampore under District- Hooghly.
- E. The abovenamed Malina Rani Das died intestate on 29.06.1994, leaving behind his one daughter namely **Smt. Anjali Das, and three sons namely (1) Shri. Bimal Krishna Das (2) Shri. Kamal Das, and (3) Shri. Amar Das** as his legal heirs and successors in respect of her above mentioned Part-II of First Schedule Property.
- F. After the said Deed of partition dated 23.03.2009 the above named Vendor No. 4 became the owner of ALL THAT piece and parcel of land measuring about 1 katha be a little more or less

with 120 sq. ft of Tin Shed comprised in LOP No- 220, C.S.Plot No- 1804, Khatian No. 3433, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16 morefully described in the part-II (a) of First Schedule and By a Development Agreement dated **18th day of June, 2019** made between the Vendors herein therein referred to as the Owners of the one part and the Developer herein therein also referred to as the Developer of the other part and registered with ADSR SREERAMPURE, in **Book I Volume No.0605-2019 Pages 76070 to 76118 Being No.060502620 for the year 2019, and subsequently entered into a Development Power of Attorney dated 28th June 2019, Book IV, Volume No.0605-2019 Pages 79794 to 79823 Being No.06052692 for the year 2019**, the Vendors, inter alia, did thereby agree to contribute the said Property and to allow the same to be used exclusively and solely for the purpose of development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said Property into a Complex and to market the same in the manner mentioned in the said Development Agreement.

- G. After the said Deed of partition dated 23.03.2009 the above named Vendor No. 5 became the owner of ALL THAT piece and parcel of "Bastu" land measuring an area about 01 Katha 00 chattak and 00 sq.fts be a little more or less and with 120 sq.ft. R T SHED structure, comprised in LOP No- 220, C.S.Plot No- 1804, R.S. Dag No- 8024, Khatian No. 3433, L.R. Dag No-12516, L.R. Khatian No- 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District -Hooghly and By a

Development Agreement dated 18TH Day of June, 2019 made between the Vendors herein therein referred to as the Owners of the one part and the Developer herein therein also referred to as the Developer of the other part and registered with ADSR SREERAMPURE, in **Book I Volume No.0605-2019 Pages 76020 to 76069 Being No.060502619 for the year 2019, and subsequently entered into a Development Power of Attorney dated 28th June 2019, Book IV, Volume No.0605-2019 Pages 79731 to 79760 Being No.060502690 for the year 2019** the Vendors, inter alia, did thereby agree to contribute the said Property and to allow the same to be used exclusively and solely for the purpose of development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said Property into a Complex and to market the same in the manner mentioned in the said Development Agreement.

- H. After the said Deed of partition dated 23.03.2009 the above named Vendor No. 6 became the owner of 01 Katha 00 chattak and 00 sq.ft. be a little more or less and with 120 sq.ft. R T SHED structure, comprised in LOP No- 220, C.S.Plot No- 1804, R.S. Dag No- 8024, Khatian No. 3433, L.R. Dag No-12516, L.R. Khatian No- 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District –Hooghly By a Development Agreement dated 18th day of June 2019 made between the Vendors herein therein referred to as the Owners of the one part and the Developer herein therein also referred to as the Developer of the other part and registered with ADSR SREERAMPURE, **Book I Volume No.0605-2019 Pages 76020 to 76069 Being No.060502619 for the year 2019, and subsequently entered into a Development Power of Attorney dated 28th June 2019,**

Book IV, Volume No.0605-2019 Pages 79731 to 79760 Being No.060502690 for the year 2019 the Vendors, inter alia, did thereby agree to contribute the said Property and to allow the same to be used exclusively and solely for the purpose of development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said Property into a Complex and to market the same in the manner mentioned in the said Development Agreement.

- i. After the said Deed of partition dated 23.03.2009 the above named Vendor No. 7 & 8 became the owner of 01 Katha 00 chattak and 00 sq.ft. be a little more or less and with 120 sq.ft. R T SHED structure, comprised in LOP No- 220, C.S.Plot No- 1804, R.S. Dag No- 8024, Khatian No. 3433, L.R. Dag No-12516, L.R. Khatian No- 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District -Hooghly By a Development Agreement dated 18TH day of June, 2019 made between the Vendors herein therein referred to as the Owners of the one part and the Developer herein therein also referred to as the Developer of the other part and registered with ADSR SREERAMPURE, in **Book I Volume No.0605-2019 Pages 76119 to 76166 Being No.060502621 for the year 2019, and subsequently entered into a Development Power of Attorney dated 28th June 2019, Book IV, Volume No.0605-2019 Pages 84695 to 84725 Being No.060502883 for the year 2019** the Vendors, inter alia, did thereby agree to contribute the said Property and to allow the same to be used exclusively and solely for the purpose of development of the same by the Developer and agreed that with effect from the date of execution thereof, the Developer would have the sole exclusive and irrevocable right and authority to develop the said Property into a Complex and to

market the same in the manner mentioned in the said Development Agreement.

- J. After the said agreement, the Vendor has filed a petition dated 15/07/2019 before the Rishra Municipality for amalgamation of the entire property and issue a single holding no of the above mentioned property, and the said Rishra Municipality amalgamated the entire property and issue a single holding number being **3/220/6 Dr. B.C.Roy Sarani, Rishra Hooghly**.
- K. The Vendors got the plan for construction of the new building to be constructed at the said Property sanctioned from the Rishra Municipality vide Building Sanction Plan No. _____ dated _____.

AND WHEREAS By this agreement the Developer/Confirming Party has agreed to sell, transfer and/or convey the **Flat No.-** **On the****floor** more fully described in **SECOND SCHEDULE** together with proportionate undivided impartible share and interest in the common parts and portions and land underneath the attributable to the unit, hereinafter referred to as the “said unit” and the **Purchaser** has agreed to purchase the said unit more fully describe in **SECOND SCHEDULE** on the terms and conditions and at a consideration mentioned in **THIRD SCHEDULE** hereto paid by the **Purchaser** to the Developer in the manner mentioned in **THIRD SCHEDULE** hereto provided however, that the total consideration payable by the **Purchaser** in respect of the said unit shall be calculated and/or based on final area calculation of the said unit as per certificate of the Architect and the **Purchaser** hereby confirms that the **Developer** has the right, title and interest to enter into this agreement with the **Purchaser** and the **Developer** shall execute necessary conveyance in respect of the said unit in favour of the **Purchaser**.

AND WHEREAS the **Purchaser** is desirous to have flat being No- - _____ on the _____ Floor, measuring an Carpet area of _____ **Sq.ft.** Built up area of _____sq. ft, and Super built up

area _____ sq. ft more or less @ _____ **per sq.ft** at the above said premises fully described in the Second Schedule Property hereunder written for the total Consideration price of _____ and the Developer has accepted her proposal and the Vendors confirms the present deal under the terms and conditioned hereunder contained.

AND WHEREAS the **PURCHASER** herein have requested the **Owner** and **Developer** to make proper Deed of Sale in favour of the Purchaser in respect of the said flat.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of total sum of **Rs. -** _____ only paid by the Purchaser to the Developer (which the Owners accepts and confirm) herein towards the cost of the said flat being No- _____ on the _____ **floor** of **premises No 3/220/6 Dr. B.C.Roy Sarani, Post Office-Morepukur, Police Station - Rishra, District- Hooghly under Rishra Municipality,** along with undivided proportionate share and/or interest in the land of the said premises the receipt thereof the **Developer** herein do hereby acknowledge admit and confirm and of and from the same and every part thereof quit release and discharge the **PURCHASER** or his heirs, executors, administrators, representatives and assigns and every one of them the said flat along with proportionate variable share and/or interest in the land, the **Vendor** as **Owner** do by these presents indivisible **GRANT SELL CONVEY TRANSFER ASSIGN AND ASSURE**

UNTO THE PURCHASER or their heirs, executors, administrators, representatives and assigns **ALL THAT** the said flat measuring about carpet area of _____ **Sq.ft.**, Built up area of _____sq. ft and Super built up area of _____ being flat No- _____ in the _____ **floor at 3/220/6 Dr. B.C.Roy Sarani Post Office-Morepukur, Police Station - Rishra, District- Hooghly under Rishra Municipality** (which is more fully and particularly described in the **SECOND SCHEDULE** below and hereinafter referred to as the said flat and more fully and particularly shown in the plan annexed herewith and marked with Colour **RED**) along with undivided proportionate share and/or interest in the land of the premises (which is more fully and particularly written in the **SECOND SCHEDULE** written below) together with undivided interest and right to use common area and facilities (which is more fully and described in the **Third Schedule** written below) subject to payment of common expenses to be made by the **PURCHASER** along with the other allottee and/or **Purchaser** of the other flats (which is more fully and particularly described in the **Fourth Schedule** written hereunder) together with common use of sewerage, drains, way, passage, benefits and advantages and other rights liberties easements, quasi-easement to the said property or any part or portion thereof **TO HAVE AND TO HOLD** the same unto and the use of the **PURCHASER** absolutely and forever and the **VENDOR** do hereby covenant with the **PURCHASER** and that **NOTWITHSTANDING** any act deed matter or thing whatsoever by the **VENDOR** made done committed or knowingly suffered to the contrary the **VENDOR** now have good right full power lawful and absolute

authority and indefeasible title to grant convey sell transfer and assure the said flat and undivided proportionate share and/or interest in the land hereby granted sold convey transferred or intended so to be to use of the **PURCHASER** AND THAT the **PURCHASER** shall and may at all time hereafter peaceable hold possess the said flat and undivided proportionate share of the land and will receive rent issue profits thereof without any interruption claim demand whatsoever from or by the **VENDOR** or any other person or persons claiming through or in the trust of the **VENDOR** AND FURTHER THAT the **VENDOR** and other person or persons having or claiming any estate right title interest upon or out of the said property shall and will from time to time and at all time hereafter at the request and costs of the Purchaser make do execute perfect or cause to be made done executed and perfected all as such further and other assurance acts deeds and things whatsoever for further better and more perfectly assuring or confirming the title of the said flat and undivided proportionate share of land UNTO AND TO THE USE of the **PURCHASER** ABSOLUTELY AND FOR EVER in the manner aforesaid as the **PURCHASER** may reasonably require AND THE **VENDOR** undertake and declare that if the **PURCHASER** suffers any loss due to any charges and/or litigation or due to the defect in title of the said property the Vendor will make good all losses so suffered by the **PURCHASER** and simultaneously to the execution of this Indenture the **Vendor** and **Developer** do hereby handing over possession of the said Flat to **PURCHASER** herein.

I FURTHER MORE THE VENDOR DECLARE AND COVENANTS

as follows

1. The **VENDOR** will not at any time hereafter interfere with the occupation and possession of the said flat of the **PURCHASER** and the **PURCHASER** shall enjoy the said flat as its absolute owner with right to use common area and facilities advantages including the roof of the building in common with other co-owners and vendor.
2. The **VENDOR** will have no right, title and interest in the said flat of the **PURCHASER**.
3. The **VENDOR** will all time hereafter assist the **PURCHASER** at upon every reasonable request and at the cost of the **PURCHASER** made do execute acknowledge cause to be done executed acknowledge all such further acts deeds and things for further or more particularly assuring the title of the said flat and undivided proportionate share of the land thereof.
4. The **PURCHASER** shall from time to time and all time hereafter peaceably and quietly possess and enjoy the said flat with common area and facilities and will also have right to use the roof, open space of the said building in common with other co-owners, occupiers and **Vendor**.

5. The **VENDOR** will render necessary help to the **PURCHASER** for bringing separate electric meter in his name to mutate his name in respect of the flat hereby transferred.
6. The **VENDOR** undertakes to sign at necessary papers required for making mutation in the name of individual **Purchaser** and also render necessary helps for formation of Co-operative Society and/or owner's Association and registration and mutation of the same.

II. **THE PURCHASER FURTHER COVENANTS** as follows :

- A. The **PURCHASER** after the purchase will not create any obstruction to the **DEVELOPER** to the construction of remaining portion of the Building including further construction of other second. floors on the roof and will allow the **DEVELOPER** its men, agents, architects, workmen and any other person at any time to carry necessary materials through the entrance and staircase to the roof or any other portion of the building.
- B. The **PURCHASER** covenant with the **Vendor** and **Developer** other lawful occupiers of other flats that the **PURCHASER** shall at all times hereafter pay all common area and/or expenses required for the maintenance of the building and its common portion and such

payment will be made to the **Developer** by the **Purchaser** within reasonable time as may be fixed by the **Developer** from time to time without any abatement or deduction whatsoever and shall keep the **Developer** and **Vendors** and other lawful occupiers of the other flats indemnified against all such liabilities.

C. **The PURCHASER will –**

- i) Keep the said flat hereby transferred always in good habitable and water tight condition and in particular so as to support shelter and protect the other part of the building.
- ii) Contribute and pay proportionate the costs, expenses and out-goings regularly as mentioned in the Fourth Schedule below.
- iii) So long the said flat of the **PURCHASER** is not separately assessed for municipal rates and taxes, to pay the municipal rates and taxes in respect of the said flat and proportionate share of land hereby transfer to the Developer proportionately.
- iv) Make good defects decay and repair the said flat or portion thereof or for which the notice in writing shall be given by the **Developer, Vendor** or lawful occupiers of the other flats or on behalf of the Society to be formed by the

Owner of the different flats of the said Premises and for which the **PURCHASER** shall be liable hereunder to do such repair.

- v) Permit the **Developer, Vendor** and lawful occupier or Owner of the other flats or the Society formed by them and their authorized surveyors with or without workmen to enter into the flat after giving notice to view and examine the state and condition thereof.

THE VENDOR AND DEVELOPER FURTHER DECLARE AS FOLLOWS:

1. The **PURCHASER** shall be entitled to use the said flat as its absolute owner with right to receive rent, issues and profits thereof along with right to sell, transfer, alienate without any obstruction from the Vendor and Developer.
2. That the **PURCHASER** shall be entitled to mutate his name in respect of the said flat in the records of Rishra Municipality.
3. The **Vendor and Developer** will render necessary assistance to the **PURCHASER** for smooth and absolute use of the said flat and for the purpose of mutating the name of the purchaser in the records of Rishra Municipality.

4. The **PURCHASER** shall be entitled to bring and use their own electric meter for the purpose of consumption of electricity in the said flat.
5. That the **PURCHASER** shall be entitled to use the common area for the purpose of ingress and egress to the said flat.

AND THAT the Vendor do hereby accord their consent for mutation and/or separation and/or apportionment of the flat in Municipal and all other government and/or so semi government and/or statutory bodies or authorities **AND DEVELOPER / CONFIRMING PARTY** confirm this Sale.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(SAID PROPERTY OF VENDOR NO 1 & 3)

ALL THAT piece and parcel of "Bastu" land measuring an area about 04 Katha 00 chattak and 00 sq.ft. be a little more or less and with 100 sq.ft. R T SHED structure, comprised in LOP No- 219, C.S.Plot No- - 1804 (part) R.S. Dag No- 8021, Khatian No. 3433, L.R. Dag No-12515, L.R. Khatian No- 9877, 19899, 19902, 20097, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/219/7 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District -Hooghly in the State of West Bengal butted and bounded as follows:-

ON THE NORTH : JAYSHREE TEXTILE

ON THE SOUTH : MUNICIPALITY ROAD

ON THE EAST : OTHERS PROPERTY

ON THE WEST : OTHERS PROPERTY

SAID PROPERTY OF VENDOR NO: 4

ALL THAT piece and parcel of “Bastu” land measuring an area about **01 Katha 00 chattak and 00 sq.fts** be a little more or less and with 120 sq.ft. R T SHED structure, comprised in **LOP No- 220, C.S.Plot No- - 1804, R.S. Dag No- 8024, Khatian No. 3433, L.R. Dag No-12516, L.R. Khatian No- 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District –Hooghly** in the State of West Bengal butted and bounded as follows:-

ON THE NORTH : Others property

ON THE SOUTH : Municipal Road

ON THE EAST : Others property

ON THE WEST : others property

SAID PROPERTY OF VENDOR NO: 5

ALL THAT piece and parcel of “Bastu” land measuring an area about **01 Katha 00 chattak and 00 sq.fts** be a little more or less and with 120 sq.ft. R T SHED structure, comprised in **LOP No- 220, C.S.Plot No- - 1804, R.S. Dag No- 1771/8024, Khatian No. 3433, L.R. Dag No- 12516, L.R. Khatian No- 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra,**

under the ambit of Rishra Municipality under District –Hooghly in the State of West Bengal butted and bounded as follows:-

ON THE NORTH : Others property

ON THE SOUTH : Municipal Road

ON THE EAST : Others property

ON THE WEST : others property

SAID PROPERTY OF VENDOR NO:6

ALL THAT piece and parcel of “Bastu” land measuring an area about **01 Katha 00 chattak and 00 sq.fts** be a little more or less and with 120 sq.ft. R T SHED structure, comprised in **LOP No- 220, C.S.Plot No- - 1804, R.S. Dag No- 8024, Khatian No. 3433, L.R. Dag No-12516, L.R. Khatian No- 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District –Hooghly** in the State of West Bengal butted and bounded as follows:-

ON THE NORTH : Others property

ON THE SOUTH : Municipal Road

ON THE EAST : Others property

ON THE WEST : others property

SUIT PROPERTY OF VENDOR NO 7 & 8

ALL THAT piece and parcel of “Bastu” land measuring an area about **01 Katha 00 chattak and 00 sq.fts** be a little more or less and with 120 sq.ft. R T SHED structure, comprised in **LOP No- 220, C.S.Plot No- - 1804, R.S. Dag No- 8024, Khatian No. 3433, L.R. Dag No-12516, L.R. Khatian No- 8425, J.L. No- 27, Mouza- Rishra, Post Office-**

Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District –Hooghly in the State of West Bengal butted and bounded as follows:-

ON THE NORTH : Others property

ON THE SOUTH : Municipal Road

ON THE EAST : Others property

ON THE WEST : others property

TOTAL SAID PROPERTY AFTER AMALGAMATION

ALL THAT piece and parcel of “Bastu” land measuring an area about 08 Katha 00 chattak and 00 sq.ft. be a little more or less and with 100 sq.ft. R T SHED structure, comprised in LOP No- 219, 220, C.S.Plot No- 1804 (part) R.S. Dag No- 8021, 8024, Khatian No. 3433, L.R. Dag No-12515, 12516, L.R. Khatian No- 9877, 19899, 19902, 20097, 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6 Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District –Hooghly, Ward No- XVI, in the State of West Bengal butted and bounded as follows:-

ON THE NORTH : JAYSHREE TEXTILE

ON THE SOUTH : MUNICIPALITY ROAD

ON THE EAST : JAYSHREE TEXTILE

ON THE WEST : OTHERS PROPERTY

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I

(DESIGNATED UNIT)

The Unit no. 303 having carpet area of [___] square feet and Exclusive Balcony/Verandah/Open Terrace Area Or “EBVT Area”, if any, having area of [___] square feet aggregating to a Net area of **529 square feet, type -1BHK, on Third floor** in the Building (“Unit”) in **PHASE-I**, now in course of construction on the said Property **TOGETHER WITH** the proportionate share in all common areas as permissible under law.

PART-II

(The floor plan of the Designated unit)

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

Common areas and facilities shall mean all those areas, passages and facilities situate outside the net area of the flat to be acquired/purchased by the **PURCHASER** but within the land area and which are necessary for the enjoyment of the flat(s) by the occupier/s thereof.

They are as follows:

1. Entrance corridor on the said floor.
2. Pump room, motor with corresponding electrical connection.
3. Stair case with stair ways, stair case landings leading from ground Second floor entrance to the roof.
4. Column, foundation, corridors, lobbies, stairs, stairs case, open roof terrace etc.
5. Landing and corridor on the said floor.
6. Stair room above roof level.

7. Passage leading to stair way on the said floor.
8. Semi underground reservoir.
9. Semi underground septic tank.
10. Water connection including main ferule.
11. Electric meter room/space, common electric meter with corresponding main switch common main line etc.
12. Security light in and around the building.
13. Boundary walls with pillars.
14. Main Gate/s to the entrance, open side spaces of the building etc.
15. Shower and soil line with pits and master trap within the main premises within which the building is situated.
16. Roof of the building with parapet walls columns railings & pipes and such other common parts, areas, equipments, installations, fittings, fixtures, covered and opens spaces in or about the said building as are necessary for common purposes.
17. Such other common parts, areas, equipments, installations, fixtures, fittings and space in or about the said building as are necessary for the use and occupancy of the flat/unit in common as are specified by the Owner/Developer to be common parts after construction of the building.

PART-II

(Specifications as regards constructions of and fittings and fixtures to be provided in the Unit)

STRUCTURE

R.C.C framed structure as per design and specification of the Architect.

WALLS

Brick/RCC walls, both internal and external as per design and specification of the Architect.

INTERIOR FINISH.

Plaster of paris/Birla wall putty/Cement wash on all internal surfaces except where there is tile or stone cladding.

WINDOWS

All windows would have sliding/Casement Aluminium as per design and specification of the Architect.

DOORS

Flush door

Toilet Door

FLOORING

Living/Dinning room: Marble or Tiles as per Selection of the Purchaser.

Bed Rooms: Marble or Tiles as per Selection of the Purchaser.

Kitchen: Marble or Tiles as per Selection of the Purchaser.

Toilet: Marble or Tiles as per Selection of the Purchaser.

SANITARY

A. WC with showers and Wash Basin of Standard make.

B. Chromium plated fittings of standard make.

C. Provision for Hot & Cold lines in Toilets.

These shall be as per the design and specification of the **Developer**.

MATERIALS.

Ultra Tech Cement.

1No Super Brick

ELECTRICALS

Concealed Copper wiring would be provided in the flats as well as the circulation areas with adequate number of plug points and plastic moulded switches of standard make.

Other facilities like for A.C. wiring, Gezeer and etc will have to bear the necessary cost by the **Purchaser**.

LIFT

6 passenger lift of reputed make in the Building.

WATER AND PLUMBING

Water Pump, water reservoir, water tanks, water pipes, and tube well as per the design and specification of the **Developer**.

COMMON

A. All the inside common areas of the said building are to be finished with Birla Wall Putty.

B. The said unit will have its own transformer.

PART-III

(Period of construction of Unit)

The Designated Unit described in PART-I of the **SECOND SCHEDULE** hereinabove written shall be constructed and completed within **31ST December 2021**.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Building and of the Complex (including lifts, generators, intercom, transformer, water pump with motor, Club, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building and of the Complex and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Building and of the Complex so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL :** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lifts, generators, intercom,

transformer, water pump with motor, Club related equipments, etc.) and also the costs of repairing, renovating and replacing the same.

3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **INSURANCE**: Insurance premium for insurance of the Building and also otherwise for insuring the Building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES** : Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS** : All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or Developer and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(RULES AND REGULATIONS)

1. The Purchaser binds himself and covenants:
 - (a) to use the Designated Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes whatsoever without the consent in writing of the

Developer first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Designated Unit or any activity which may cause nuisance or annoyance to the Co-owners. It is expressly agreed that any restriction on the Purchaser shall not in any way restrict the right of the Vendor to use or permit any other Unit or portion of the Building to be used for non-residential purposes.

- (b) unless the right of parking is expressly granted and mentioned in the **SECOND SCHEDULE** hereinabove written, the Purchaser shall not park any motor car, two wheeler or any other vehicle at any place in the said Property (including at the open spaces at the said Property). No construction or storage of any nature shall be permitted nor can the same be used for rest, recreation or sleep of servants, drivers or any person whosoever. The Purchaser shall not park any vehicle of any description anywhere within the Complex save only at the place if agreed to be granted to him.
- (c) Not to grant transfer let out or part with the right of parking car, if such right of parking is agreed to be granted hereunder, independent of the Designated Unit nor vice versa, with the only exception being that the Purchaser may grant transfer let out or part with the right of parking car or the Designated Unit independent of the other to any other Coowner of the Building and none else.
- (d) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the New Building save at the place as be approved or provided by the Developer and/or the Maintenance In-charge **PROVIDED HOWEVER THAT** nothing contained herein shall prevent the Purchaser to put a decent nameplate outside the main gate of his Unit. It is hereby expressly made clear that in no event the Purchaser shall open out any

additional window or any other apparatus protruding outside the exterior of the Designated Unit.

- (e) to apply for and obtain at his own costs separate assessment and mutation of the Designated Unit in the records of the Rishra Municipality within 06 (six) months from the date of possession.
- (f) Not to commit or permit to be committed any form of alteration or changes in the Designated Unit or in the beams, columns, pillars of the Building passing through the Designated Unit or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Units in the Building.
- (g) to allow the Maintenance In-charge and its authorized representatives with or without workmen to enter into and upon the Designated Unit at all reasonable times for construction and completion of the Building and the Common Purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in the Designated Unit within seven days of giving of a notice in writing by the Maintenance In-charge to the Purchaser thereabout;
- (h) to keep the Designated Unit and party walls, sewers, drainage, water, electricity, pipes, cables, wires and other connections fittings and installations, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect the other units/parts of the New Building and not to do or cause to be done anything in or around the Designated Unit which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Designated Unit.

- (i) not to commit or permit to be committed any alteration or changes in, or draw from outside the Building, the pipes, conduits, cables, wiring and other fixtures and fittings serving the Designated Unit and any other Unit in or portion of the Complex.
- (j) to co-operate with the Maintenance In-charge in the management maintenance control and administration of the Complex and the Premises and other Common Purposes.
- (k) keep the common areas, open spaces, parking areas, paths, passages, staircase, lobby, landings etc. in the said Property free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and Installations and the said Property.
- (l) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, The Rishra Municipality, WBSEDCL, Fire Service Authorities, Pollution Control authority and/or any statutory authority and/or local body with regard to the user and maintenance of the Designated Unit as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, transformer, drainage, sewerage and other installations and amenities at the Complex.
- (m) not to alter the outer elevation of the New Building or any part thereof nor decorate nor affix any neon-sign, sign board or other thing on the exterior of the New Building otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.

1.1 In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder (then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance-in charge, interest at the rate of _____% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-in-charge, shall be entitled to:

- a) disconnect the supply of electricity to the Designated Unit.
- b) withhold and stop all other utilities and facilities (including lifts, generators, water, etc.,) to the Purchaser and his employees customers agents tenants or licencees and/or the Designated Unit.
- c) to demand and directly realize rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the Designated Unit.

IN WITNESS WHEREOF the parties hereto have executed these

Presents the day, month and year first above written.

SIGNED SEALED AND DELIVERED

By the **VENDOR** at Kolkata in the

Presence of:

1.

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER

Drafted by Me

ANAND JHA

Advocate

High Court , Calcutta