

SALE DEED

THIS SALE DEED is made on the day of **May, 2019** (Two Thousand Eighteen) **BETWEEN** (1) **SMT. MANJUSREE DAS** (PAN No. AWAPD4460H) daughter of- Late Hiralal Das, by faith Hindu, by occupation – House-hold work, by nationality- Indian, residing at- 8B, Mahim Halder Street, P.O. & P.S.- Kalighat, Kolkata- 700026, (2) **SRI SAMBHU MAZUMDER** (PAN No. AEWPM1859H) son of- Late Radharaman Majumdar, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 16, Gobinda Bose Lane, P.O.- Bhawanipore, P.S.- Kalighat, Kolkata- 700025 and (3) **SRI SANTI GANGULY** (PAN No. ADYPG2174L) son of- Late Gosto Behari Ganguly by faith - Hindu, by occupation- Business, by nationality- Indian, residing at- Fartabad Ganguly Para, P.O.- Garia, P.S.- Narendrapur (previously Sonarpur), Kolkata- 700084 – all represented by their Lawful Constituted Attorney (1) **SRI SUKANTA KUMAR MONDAL**, (PAN NO. AHBPM1094Q) son of Sri Subir Mondal, (2) **SRI SUBRATA NASKAR** (PAN NO. ACKPN6880H) son of Sri Santosh Naskar, both by faith – Hindu, by occupation– Business, residing at Dhalua, P.S.– Narendrapur (previously Sonarpur), Kolkata–700152, (3) **SRI PINTU DEBNATH** (PAN NO. AGHPD4819P) son of- Late Anil Debnath, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- L-7, Sreenagar Main Road, P.O.- Panchasayar, Police Station- Panchasayar, Kolkata- 700094 and (4) **SRI PINTU MONDAL** (PAN NO. BWCPM7030B) son of- Sri Kanai Chandra Mondal, by faith- Hindu, by occupation- Business, residing at- Radhanagar, P.S.- Sonarpur, Kolkata- 700150, hereinafter jointly called and referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal representative, heirs, successors, executors and/or assigns) of the **FIRST PART**

AND

S.P. CONSTRUCTION (PAN NO. ADIFS6473Q) a Partnership Firm having its office at – 610, East Tentulberia, P.O.– Panchpota, P.S.- Narendrapur (previously Sonarpur), Kolkata–

700152 and represented by its Partners namely (1) **SRI SUKANTA KUMAR MONDAL**, (PAN NO. AHBPM1094Q) son of Sri Subir Mondal, (2) **SRI SUBRATA NASKAR** (PAN NO. ACKPN6880H) son of Sri Santosh Naskar, both by faith - Hindu, by occupation- Business, residing at Dhalua, P.S.- Narendrapur (previously Sonarpur), Kolkata-700152, (3) **SRI PINTU DEBNATH** (PAN NO. AGHPD4819P) son of- Late Anil Debnath, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- L-7, Sreenagar Main Road, P.O.- Panchasayar, Police Station- Panchasayar, Kolkata- 700094 and (4) **SRI PINTU MONDAL** (PAN NO. BWCPM7030B) son of- Sri Kanai Chandra Mondal, by faith- Hindu, by occupation- Business, residing at- Radhanagar, P.S.- Sonarpur, Kolkata- 700150, hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, legal representatives and permitted assigns) of the **SECOND PART**

AND

Mr./Ms..... (PAN NO.....) son/daughter of, aged about.....residing at, (PAN.....) hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the Parties" and individually as a "Party".

WHEREAS:

- A.** One Nihar Kana Das, wife of- Hiralal Das purchased the land measuring about 5 decimal or 3 cottahs (out of which 4 decimal in R.S. Khatian No. 248, R.S. Dag No. 853 and 1 decimal in R.S. Khatian No. 248, R.S. Dag No. 851, both in Mouza- Tentulberia) from Arubala Sengupta, daughter of- Late Jagat Chandra Sengupta by virtue of a Sale Deed registered on 07.01.1963 before District Registrar, Alipore and recorded in Book No.- I, Volume No. 5, Pages 277 to 280, Being No.- 93 for the year 1963;

- B.** Nihar Kana Das, wife of- Hiralal Das again purchased the land measuring about 1 cottah in R.S. Khatian No. 248, R.S. Dag No. 853, Mouza- Tentulberia from Arubala Sengupta, daughter of- Late Jagat Chandra Sengupta by virtue of a Sale Deed registered on 02.03.1963 before District Registrar, Alipore and recorded in Book No.- I, Volume No. 34, Pages 33 to 35, Being No.- 712 for the year 1963;
- C.** Thus by virtue of the above-stated 2 (two) Sale Deeds Nihar Kana Das became the owner of the land total measuring about 4 cottahs and on 29.12.1964 a Deed of Exchange has been executed wherein the said Nihar Kana Das, wife of- Hiralal Das, Gouri Singha, wife of- Biswanath Singha and Arati Chakraborty, wife of- Hemendra Kishore Chakraborty were the First Party and Arubala Sengupta, daughter of- Jagat Chandra Sengupta was the Second Party, the said Deed of Exchange was registered before District Registrar, Alipore and recorded in Book No. I, Volume No. 3, Pages 293 to 295, Being No. 1, for the year 1965 and by virtue of the said Deed of Exchange Nihar Kana Das has been exclusively allotted the above-stated 4 (four) cottahs of land;
- D.** After the demise of Nihar Kana Das on 31.12.2000 (her husband Hiralal Das pre-deceased her on 14.05.1968) her 4 (four) daughters namely Ratna Chanda, Rama Dey, Santi Majumder & Manjusree Das and only son Ashok Das – all 5 (five) of them jointly inherited the said property;
- E.** Ashok Das and Manjusree Das entered into a Development Agreement dated 17/08/2001 with M/s. Reliable Construction represented by its sole proprietor Santi Ganguly and under the terms of the said Development Agreement dated 17/08/2001, Santi Ganguly was authorised to amalgamate the property which was the subject matter of the said Development Agreement dated 17/08/2001 with the adjoining lands and under the terms of the said Development Agreement the owners' allocation is 1300 sq.ft. (each 650 sq.ft.) super builtup area of two flats and a shop measuring 50 sq.ft. covered area in the Ground Floor and the said flats situated on the Third Floor of the

said building to be constructed including stairs along with rights of easements and user of common space, roof, passages and facilities attached with the building to be constructed on the property along with the proportionate interest in the land underneath and sum of Rs. 70,000/-;

- F.** Pursuant to that Development Agreement dated 17/08/2001 said Ashok Kumar Das and Manjusree Das executed and registered a General Power of Attorney dated 02/06/2003 in favour of Santi Ganguly;
- G.** Ratna Chandra who acquired 1/5th share in the property died on 09/04/2006 leaving behind Bijay Chanda, her son and Jhuma Guha her daughter as her sole heirs and legal representatives, her husband having predeceased her. Thus Bijay Chanda and Jhuma Guha jointly acquired 1/5th share in the property;
- H.** Ashok Kumar Das died bachelor on 09/02/2016 leaving behind his three sisters namely Manjusree Das, Ruma Dey and Santi Majumdar as his sole heirs and legal representatives consequently 1/5th share of Ashok Das, since deceased were inherited by Manjusree Das, Rama Dey and Santi Majumdar and the said Santi Majumdar and Rama Dey transferred their share in favour of the Manjusree Das, by a registered Deed of Gift dated 04.10.2018 registered before A.D.S.R. Garia and being Deed No. 4699 of 2018. Similarly Bijay Chanda and Jhuma Guha who jointly had share in the said property transferred their said share in favour of Manjushree Das, by a registered Deed of Gift dated 04.10.2018 registered before A.D.S.R. Garia and being Deed No. 4700 of 2018. Thus Manjusree Das became the absolute owner of the property measuring about 4 Cottahs and she alone is entitled to get 1300 sq.ft. Super built up area of two flats (each 650 sq.ft.) in the third floor and a shop measuring 50 sq.ft. covered area in the ground floor of the building to be constructed including stairs along with right of easements and user of common space roof passages and facilities attached with the building to be constructed on the said property along with the proportionate interest in the land underneath and sum of Rs.70,000/- which is the owners' allocation of the aforementioned development agreement dated 17/08/2001;

- I.** Sambhu Mazumder became the absolute owner of 2 Cottahs 8 chittacks land after purchasing the same from Arubala Sengupta on the strength of the sale deed dated- 10/11/1966 being deed no. 5770 of 1966 registered in the office of District Registrar, 24 Parganas;
- J.** Sambhu Mazumder entered into a Development Agreement dated 17/08/2001 with M/s. Reliable Construction, being represented by its sole proprietor Santi Ganguly under the terms of the said Development Agreement dated 17/08/2001, Santi Ganguly was authorised to amalgamate the said property with the lands and joining thereto. Under the terms of the said Development Agreement dated 17/08/2001 the owner's allocation is 1100 sq. ft. (each 550 sq. ft.) super built up area of two flats in the third floor and a shop measuring 50 sq. ft. covered area in the ground floor of the said building to be constructed including stairs along with rights of easements and user of common space, roof, passages and facilities attached with the building to be constructed on the land measuring about 2 Cottahs 8 chittacks along with the proportionate interest in the land underneath and sum of Rs.5,000/-;
- K.** By the Sale Deed dated 03/03/2010 being Deed no. 2414 of 2010 registered in the office of A.D.S.R. Sonarpur, Santi Ganguly purchased the property measuring about 4 cottahs from Gouri Singha, wife of- Late Biswanath Singha which is adjoining to the properties of Manjusree Das and Sambhu Mazumder as mentioned hereinabove;
- L.** Sambhu Mazumder, executed and registered a General Power of Attorney dated 02/06/2003, Being no. 267 of 2003 in respect of the property measuring about 02 cottahs 08 chittacks in favour of Santi Ganguly;
- M.** Santi Ganguly, amalgamated the above-stated three properties total measuring more or less 10 cottahs 08 chittacks, morefully and particularly described in the First Schedule hereinbelow to act as Developer of the said land under the name and style M/S.Reliable Construction, a sole Proprietorship Firm;
- N.** As a co-owner of the property more fully described in the First Schedule hereinbelow and on the strength of the aforementioned 2 (two) Development Agreements and the General Power of Attorney dated 02/06/2003, Santi Ganguly got the property more

fully described in the First Schedule herein below mutated in the office of the Rajpur-Sonarpur Municipality, got the same assessed as holding no. 478 and got a building plan sanctioned by the said municipality being plan no. 2365/CB/03/1 dated 01.12.2003 which was subsequently revised vide plan no 1824/REV/CB/04/20 dated 01/01/2013 for construction of Basement + G+4 storied building on the property more fully described in the First Schedule hereinbelow and got the said building plan renewed by the said municipality at his own cost and expenses;

- O.** Accordingly, Santi Ganguly completed the super structure of the said B+G+4 storied building at his own cost and expenses;
- P.** Under the aforementioned circumstances, Santi Ganguly as Developer is under obligation to deliver possession of the flats, shop room and car-parking spaces as described hereinabove by way of owner's allocation in terms of the Development Agreement dated - 17/08/2001, to Manjusree Das and Sambhu Mazumder;
- Q.** Santi Ganguly, being in financial trouble is incapable of completing the construction of the proposed Basement + G + 4 storied building on the property more fully described in the First Schedule hereinbelow and to fulfill his obligations to deliver the respective allocations of Manjusree Das and Sambhu Mazumder;
- R.** Learning about the inability of Santi Ganguly to complete the said B+G+4 storied building on the property more fully described in the First Schedule herein below the Developer herein approached the Owners herein and after lot of discussions between the parties they have agreed to enter into a fresh Joint Venture Agreement in respect of the land as mentioned in the First Schedule hereunder;
- S.** Thereafter, with an intention to develop their said land total measuring about 10 (ten) cottahs 8 (eight) chittacks 0 (zero) sq. ft. the owners herein entered into a Joint Venture Agreement with the Promoter herein which was registered on 04.10.2018 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2018, Pages 145625 to 145669, Being No. 4701 for the year 2018 and for smooth running of the said construction work the owners herein executed a Power of Attorney which was

registered on 04.10.2018 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2018, Pages 145587 to 145624, Being No. 4702 for the year 2018;

- T.** Thereafter the Promoter herein for construction of multi-storied buildings on the said total land further obtained a revised sanctioned building Plan bearing No. 36/REV/CB/04/89 dated 13.05.2019 issued by Rajpur Sonarpur Municipality in respect of the said land in the names of the owners herein and started construction of the said multi-storied multi-use residential building/complex known as "AASHRAY NIHARIKA" at Holding No. 478, Purba Tentulberia on the said land at its own costs and expenses;
- U.** On 20.05.2019 the parties herein further executed a Specified Agreement for proper allocation of the owners herein;
- V.** The owners herein are the joint owners of the land total measuring about 10 (ten) cottahs 8 (eight) chittacks 0 (zero) sq. ft. be the same a little more or less lying and situated in Mouza- Tentulberia, J.L. No.- 44, R.S. No.- 8, Touzi No. 271, R.S. Khatian No.- 248, R.S. Dag No. 851 corresponding to L.R. Dag No.- 867, R.S. Dag No. 853 corresponding to L.R. Dag No.- 869, Holding No. 478, Purba Tentulberia under Sub. Registrar- Garia, P.S.- Narendrapur (previously Sonarpur), under Ward No.- 4 of Rajpur Sonarpur Municipality, District- South 24 Parganas.
- W.** The Said Land is earmarked for the purpose of building a residential building project comprising B+G+4 storied building and the said building project shall be known as "AASHRAY NIHARIKA".
- X.** The Allotee herein after inspecting all the legal papers, sanctioned plan and position of the building approached the Owners/Promoter to purchase the Flat Being No., at the Floor measuring about sq. ft. super built-up area along with one car-parking space measuring about 135 sq. ft. useable area at the Ground Floor of the said building complex named as "AASHRAY NIHARIKA" and together with the undivided proportionate share of land as morefully described in Second Schedule hereunder and it has been inter alia agreed between the parties by an Agreement for Sale dated that the Promoter would sale the aforesaid Flat and a car

parking space to the Allotee herein for a consideration of Rs...../- (Rupees) only with the undivided right, title and interest in the said land as described in First Schedule with all common facilities of ingress and egress as mentioned in Third Schedule hereunder and also taking the liabilities of the common expenses as mentioned in Fourth Schedule hereunder;

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

That in pursuance of the said Agreement for Sale dated, and in consideration of the said total sum of Rs...../- (Rupees) only paid by the Allotee to the Promoter by way of full and final payment for the price of the said flat and a car parking space to be credited in the Promoters account and the price of the proportionate share of land and common spaces also to be credited to the account of the Owners/Promoter and the rights and properties appurtenant thereto AND the Promoter hereby as also by Memo of receipt hereunder admit and acknowledge and of and from the payment of the same the Owners/Promoter forever release, discharge, acquit and exonerate the Allotee the said flat, one car parking space and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Allotee, the Owners/Promoter do hereby grant, sell, transfer, convey, assign and assure AND the hereby confirms the said sale and transfer of the said properties unto and in favour of the Allotee ALL THAT the Flat as stated in the Second Schedule Being Flat Being No....., at the Floor measuring about sq. ft. super built-up area along with one car parking space at the Ground Floor of the said building named as "AASHRAY NIHARIKA" Together with undivided proportionate share in the land morefully and particularly mentioned and described in the Second Schedule hereunder and Together with the rights and properties appurtenant thereto (which inter-alia include the proportionate undivided share or interest in the land at the said premises described in the First Schedule hereunder and also the undivided proportionate share or interest in the common parts and/or portions of the Building and also the easement, more fully described in Third Schedule hereto) hereinafter collectively called the PROPERTIES TOGETHER WITH the rights of we and enjoyment of all existing other rights and liberties AND which shall

at any time hereafter be added and found therewith and which were and shall be howsoever at any time otherwise be situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate, right, title, and/or interest of the Owners/Promoter in the aforesaid properties AND all deeds, paths, muniments of title whatsoever exclusively relating to the said Lands TOGETHER WITH proportionate right and/or share in roof, the said building and also together with like right/share in all passages, sewers, drains, pipes, benefits, advantages of all manner of former or other rights, liberties, privileges, appendages and appurtenances thereto and the easements and/or quasi-easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said properties all hereafter collectively called ("the property") free from all encumbrances cheques and or alienation whatsoever TO HAVE AND TO HOLD the property including the flat and a car-parking space and Rights and properties appurtenant thereto and each and every part thereof unto and to the use of the Allotee absolutely and forever as heritable and transferable immovable properties within the meaning of any law for the time being in force AND subject to the payment of all maintenance charges to the maintenance Association/agents engaged for carrying out the maintenance were and also all rents, taxes, assessments, rates dues and duties now chargeable upon the same or which may hereafter become payable in respect of the said properties to the Government of West Bengal, Rajpur Sonarpur Municipality or any other concerned authorities and subject to the conditions that the said flat will be used only for residential purpose and also subject to the rights and obligations stated hereinafter.

THE OWNERS/PROMOTER HEREBY COVENANT WITH THE ALLOTEES as follows:-

- (i) That the interest which the Owners/Promoter and profess, transfer subsists and the Owners /Promoter and has good right, title, full power and absolute authority to grant, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the Owners/Promoter and hereby confirms the same unto and in favour of the Allotee absolutely and forever.
- (ii) AND THAT the Owners/Promoter and has not at any time done or executed or knowingly suffered or been party or privy to any deeds, documents or writing whereby the property i.e. the said flat and a car parking space the rights and properties

appurtenant thereto or any part thereof can or may be impeached, encumbered or affected in title.

(iii) AND THAT the property (i.e. the said flat and a car parking space as stated in the Second Schedule, the land share and the rights and interest appurtenant thereto) is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigations, lispendences, covenants, uses, trusts, made or suffered by the Owners/Promoter and or any person or persons arising or lawfully rightfully and/or equitably claiming any estate or interest therein from under or in trust for the Owners /Promoter.

(iv) The Allottee shall and may at all times hereafter peaceably and quietly enter upon and hold, occupy, possess and enjoy exclusively the property i.e. the said flat and a car parking space as stated in the Second Schedule together with undivided proportionate share of land and also enjoy the facilities commonly with others in respect of common areas in the Building and every part thereof and/or receive the rents, issues and profits thereof for her own use, without any suit, lawful eviction interruption, disturbance, claims or demands whatsoever from or by the Owners/Promoter and or any person or persons lawfully claiming or to claim through under or in trust for the Owners/Promoter and and all persons having or lawfully claiming any estate, right, or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by from under or in trust for the Owners /Promoter.

(v) That the Owners/Promoter and shall from time to time and at all times hereafter upon every reasonable requests and at all the cost of the Allottee make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold, unto and to the use of the purpose.

(vi) AND THAT the Unit and the rights and properties appurtenant thereto is freely, clearly and absolutely acquitted, exonerated, released and for ever discharged from and by the Owners/Promoter and unto and in favour of the Allottee.

(vii) The Allotee, shall hereafter, has the right to mutate their name in the Records of the Rajpur Sonarpur Municipality or any other authority or authorities concerned, as owner of the said flat and a car parking space rights and properties appurtenant thereto and also to pay the Municipal Rates and Taxes as may be assessed or imposed in respect of the said flat and a car parking space, rights and properties appurtenant thereto and until and unless the unit is separately assessed the Allotee will pay proportionate share of rates and taxes.

(viii) The Allotee shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the unit or therewith held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in Third Schedule hereunder written.

(ix) **AND FURTHER THAT** unless prevented by fire or some other irresistible accident the Owners/Promoter shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Allotee or at any hearing, suit, to the Allotee and/or the agent/s of the Allotee or at any hearing, suit, commission, examination or otherwise as occasions shall require the original documents and writings in respect of the Premises which the Owners/Promoter as the case may be, shall keep all such documents safe whole un-obliterated and shall not use any of such document from alienating and/or encumbering the said flat and a car parking space rights and properties in any manner whatsoever.

AND IT IS HEREBY AGREED BY AND BETWEEN THE OWNERS/PROMOTER AND AND THE ALLOTEES as follows:-

(1) The Allotee shall be entitled to all rights, privileges vertical and lateral supports, easements quasi-easements appendages and appurtenances whatsoever belong (or in any way appertaining to the said Flat and a car-parking space) or usually held used occupied or enjoyed or reputed so to be or know as part parcel thereof or appertaining thereto.

(2) The Allotee shall be entitled to the right or access in common with the Owners/Promoter and and/or other occupiers of the said building at the time and for all normal purposes connected with the use and enjoyed or the said building.

(3) The Allotee and their agent/s and nominees are also be entitled to the right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment as the said Flat and a car parking space and pathways comprised with the said building therein contained shall permit the Allotee or any person deriving title under the Allotee and/or servants, nominees, employees invites be obstructed in anyway by parking vehicles deposit or materials rubbish or otherwise shall have free passage by any person or persons.

(4) The Allotee shall have the right of protection of the said Flat and a car parking space to be kept safe and perfect of all portions of the Flat including the entire premises.

(5) The Allotee shall also be entitled to the right or passage in common as aforesaid of taking gas, electricity water through open spaces from and to the said Flat through pipes, drainage, wires laying or being in under through or over of the said building and premises so far may be reasonable necessary for the beneficial occupation of the said Flat and a car-parking space for the purpose whatsoever.

(6) The Allotee shall have the right with or without workmen and necessary materials to enter from time to time for the purpose of repairing so far as may be necessary, such pipes, drains etc. mentioned aforesaid and for the purpose of building repair or draining and part or parts of the said Flat in so far as such repairing or cleaning as aforesaid cannot be reasonable carried out without such entry.

THE ALLOTEES DOTH HEREBY COVENANT WITH THE OWNERS

/PROMOTER as follows:-

i) The Allotee shall observe, fulfill and perform all the covenants hereunder written including those for the common purposes and shall regularly and punctually pay and discharge all taxes and impositions on the said flat, a car parking space and common expenses and all other outgoing described in the Fourth Schedule hereunder proportionately.

- ii)** The Allotee shall not raise any unreasonable objection in respect of the said flat, car parking space and put any requisition concerning the nature, scope and extent thereof.
- iii)** The Allotee shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions and all other outgoing in respect of the said flat and a car parking space after getting it completed through the Promoter as an exclusive contractor and the rights and properties appurtenant thereto from the date of delivery of possession of the said flat a car-parking space after its completion and the rights and properties.
- iv)** The Allotee shall apply for and have the said flat a car-parking space, rights, and properties mutated in their names and separately assessed for the purpose of assessment of Municipal rates and taxes.
- v)** Until such time the said flat and a car-parking space the rights and properties in the Building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the Allotee shall deposit the same with the Owners /Promoter, until the Association is formed by the Owners/Promoter and takes over actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and rates.
- vi)** Upon separation and/or mutation of the said flat, a Car parking space and the rights and properties for the purpose of liability of Municipal Rates and taxes and impositions the Allotee shall pay such Tax, impositions as may be assessed in respect of the said flat and the rights and properties directly to the Rajpur Sonarpur Municipality.
- vii)** The Allotee shall also bear and pay all other taxes and impositions as are levied or may be levied further including multi-storied Building Tax, Urban Land Tax, if any, water tax etc. in respect of the Building and the said flat proportionately.
- viii)** The Allotee shall also be liable to pay the penalty, interests, costs charges and expenses and in respect of any such taxes or impositions, proportionately, wholly as the case may be in respect of the same be imposed or charged due to the default of the

Allottee in complying with their obligations, hereunder concerning the payments and/or deposit or amounts towards taxes and impositions reserved hereby or otherwise, the liability of such payment by the Allottee will accrue with effect from the date of registration/possession (whichever is earlier) of the said flat and the rights and properties by the Owners /Promoter to the Allottee.

ix) The Allottee hereby undertakes to enter as a member of the Flat Owners' Association to be formed by the Owners/Promoter in the Newly constructed Building appurtenant thereto for the purpose of proper management, control of the common parts and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Allottee undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Allottee shall co-operate with the Owners/Promoter and thereafter with the owners' Association and pay his proportionate share of Municipal rates and taxes along with proportionate share of common expenses.

x) The Association and the co-owners in the Building shall remain liable to indemnify and keep indemnified the Owners /Promoter for all liabilities due to non-fulfillment of her respective obligation hereunder.

xi) The Allottee shall at their own costs and expenses be entitled to repair, addition, alterations, modifications, plaster, white washing, painting, inside wall of the said flat and shall keep the said flat and every part thereof, fittings and fixtures therein or exclusively for the unit comprised therein, properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place for residential purpose.

THE ALLOTTEE SHALL NOT DO THE FOLLOWING IN CONNECTION WITH THE USE AND ENJOYMENT OF THE FLAT AND COMMON PARTS THEREOF:

- i.** Not to interfere with or hinder or obstruct in any manner whatsoever in the construction of the said Building or any part thereof by the Owners/Promoter.
- ii.** Not to refuse to pay from the time after completion /handing over of the said flat proportionate share of the common expenses as will be required.

- iii. Not to do anything whereby the Owners/Promoter's right and liberty is affected.
- iv. Not to throw any rubbish or stone or any article or combustible goods in the common parts.
- v. Not to carry on any obnoxious, noisy offensive, illegal or immoral activities in the said flat and a car-parking space.
- vi. Not to cause any nuisance or annoyance to the co-occupants of the other portions of the said Building.
- vii. Not to decorate or paint or otherwise alter the exterior wall of the said flat or common parts of the buildings in any manner.
- viii. Not to put any different colour lights in balcony other than the predefined one for the purpose of harmony of elevation.
- ix. Not to use the car-parking area for any other purpose.
- x. Not to hinder the dependent car parking owners in moving their cars and to cooperate them as and when required and keep the car keys with the common security guards for smooth movement of the cars.
- xi. Not to obstruct in any manner the Owners/Promoter in construction of other blocks or transferring any right in or on the land, building or other flat and a car-parking space etc.
- xii. Not to claim any partition or sub-division of the said land or the common parts.
- xiii. Not to block any common passage, so long the utility provided to the Allotee and occupiers is not obstructed and/or hampered in the event of ingress and egress.

THE OWNERS/PROMOTER AND THE COVENANTS WITH THE ALLOTEE

THAT:-

- i. The Allotee shall be entitled to all rights privileges vertical and lateral supports easements and quasi easements and appurtenances whatsoever belonging or in anywise appertaining to the said flat or therewith usually held occupied or

- enjoyed or refused or known as part and parcel of the said flat excepting the rights of easements and quasi easements reserving unto the Vendor.
- ii. The right of access in common with the Owners and other flat owners and occupiers of the building at all times for peaceful enjoyment possession and use of the said flat.
 - iii. The right of protection of the said flat by or from all parts of the building so far as they now protect the same.
 - iv. Right of passage in common as aforesaid of electricity, telephone, telex and common services from and to the said flat through the cables already laid by the Promoter for the purpose and so far as shall be necessary for the beneficial enjoyment of the said flat and for all lawful purposes whatsoever.
 - v. The Promoter is also constructing buildings and developing the nearby lands and the common services of the project of 4 Sight Grand Castle Phase- II shall be available to be provided to the occupiers/owners of flats/saleable areas of the said further buildings at the said nearby lands subject to responsibility of sharing the common expenses.

THE OWNERS AND THE PROMOTER TO HEREBY CONFIRM, RECORD AND DECLARE that the Promoter's obligation to develop the respective share/portion of land stated /described in the respective development agreement entered with the respective vendor stand duly fulfilled and performed and claims and all kinds of rights and benefits and obligations of the respectively the Owners and the Promoter under the said respective agreements of development stand duly consolidated upon the Promoter having obtained the building plan sanctioned and having entered developed the said entire lands and having completed the construction of the contemplated building/s and the Owners having agreed to the sale of the flats contained in the said buildings to the as herein stated AND neither the Promoter nor the respective vendor has any dispute against each other under the said agreements also relating to the respective flats agreed to be sold to the as herein stated.

THE ALLOTEE DOTH HEREBY CONFIRM AND DECLARE AND AGREE THAT :-

- (1) The Allotee shall have and hold the said unit absolutely free from all claims of the Promoter.
- (2) The duly confirm that the sale and transfer of the said unit is free from all rights interest and claims of the Promoter.
- (3) The Allotee shall hold and have the said unit free from all disputes and duly related from all claims of the on the strength of these presents.
- (4) The shall always at the request and costs of the Allotee make do and acknowledge and execute all such further reasonable acts deeds and confirmation for more perfectly confirming the sale and transfer of the said unit and assuring the exclusive title of the Allotee to the said unit in terms of these presents as shall be reasonable required by the Allotee.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the Land)

ALL THAT piece and parcel of the land total measuring about **10 (ten) cottahs 8 (eight) chittacks 0 (zero) sq. ft.** along with brick built pucca structures standing thereon total measuring about 1000 sq. ft., lying and situated in Mouza- Tentulberia, J.L. No.- 44, R.S. No.- 8, Touzi No. 271, R.S. Khatian No.- 248, R.S. Dag No. 851 corresponding to L.R. Dag No.- 867 (3 cottahs), R.S. Dag No. 853 corresponding to L.R. Dag No.- 869 (7 cottahs 8 chittacks), Holding No. 478, Purba Tentulberia, under Sub. Registrar- Garia, P.S.- Narendrapur (previously Sonarpur), under Ward No.- 4 of Rajpur Sonarpur Municipality, District- South 24 Parganas, and the entire land is butted and bounded as follows :-

ON THE NORTH : By 40 feet wide Gangajoara Main Road;
 ON THE SOUTH : By Land of Soma Mondal;
 ON THE EAST : By Ashirbad Apartment;
 ON THE WEST : By Land of Lila Sur & ors.;

THE SECOND SCHEDULE ABOVE REFERRED TO (Description of the flat and a car-parking space)

ALL THAT the Flat No. situated on the Floor measuring more or less sq. ft. super built up area and along with one covered car parking space measuring about 135 sq. ft. at the Ground Floor of the said B+G+4 storied building named as **"AASHRAY NIHARIKA"** together with the undivided proportionate share of land in the Holding No.- 478, Purba Tentulberia, which is more fully and particularly described in the First Schedule written hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO (Common Areas and Facilities)

1. Paths, passages and driveways in the Building Complex earmarked by the Developer as common for all Unit Holders.
2. Lift/elevators, Staircase, lobby and landings with stair cover on the roof of the new building/s.
3. Water pump with motor and with water distribution pipes save those inside any Unit to the overhead water tank of each building and room if any for installing the water pump and motor.
4. Underground Water Reservoir and Overhead water tanks with distribution pipes therefrom connecting to different units and from the underground water reservoir to the overhead tanks.
5. Electrical wiring and fittings and other accessories for lighting the staircase lobby and landings and other common areas.
6. Electrical installations including transformer and substation (if any) for receiving electricity to supply and distribute amongst the Unit Holders with electrical room.
7. Water waste and sewerage evacuation pipes from the flats/ units to drains and sewers common to the building.
8. Drain and Sewerage Pipes from the Building Complex to the municipal duct.
9. Boundary walls and Main gate to the premises and building.

THE FOURTH SCHEDULE ABOVE REFERRED TO**(Common Expenses)**

1. **MAINTENANCE**: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the block and enjoyed or used by the Allotee in common with other occupiers or serving more than one Unit/Flat and other saleable space at the said land, main entrance and exit gates, lift/elevators, landings and staircases of the said block and enjoyed by the Allotee or used by him in common as aforesaid and the boundary walls of the land, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said land so enjoyed or used by the Allotee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator, Fire Fighting equipments and accessories, Security Systems, Deep Tube Well 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 (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Owner or any agency 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, if any, in respect of the land (save those assessed separately in respect of any Unit).

6. **INSURANCE** : Insurance premium for insurance of the said Complex and also otherwise for insuring the same 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 of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Owner and/or the Association for the common purposes.

IN WITNESS WHEREOF the parties abovenamed have hereunto set and subscribed their respective hands to these presents on the day month and year first above written.

SIGNED AND DELIVERED by the Parties above-named in presence of:-

WITNESSES:

1.

2.

Signature of the Owners

Signature of the Promoter

Signature of the Allotee

MEMO OF CONSIDERATION

RECEIVED sum of **Rs...../-(Rupees**)
 only from the within named Allotee as per the Memo below :-

Cheque No.	Bank	Date	Amount

WITNESSES :

1.

Signature of the Promoter

2.

Drafted by –