

DEED OF SALE

THIS DEED OF SALE made this the day of Two Thousand Nineteen (2019)

BETWEEN

(1) **SMT. ASHA MITRA (PAN-BJBPM1721M)**, wife of Sri Rupak Kumar Mitra, by faith Hindu, by occupation Household duties, and (2) **SRI ARINDAM MITRA (PAN-PAN-BJBPM1723K)**, Son of Sri Rupak Kumar Mitra, by faith Hindu, by occupation Service, both residing at 8/4, Baksara Village Road, Post Office-Danesh Seikh Lane, Police Station previously Shibpur at present A.J.C. Bose B. Garden, District Howrah-711109, hereinafter referred to as the "**OWNERS/VENDORS**" (which terms and/or expression unless excluded by or repugnant to the context shall mean and include their respective heirs, executors, administrators legal representatives, and assigns) **Vendors are being represented by their Constituted Attorney "MAA BHABATARINI REALTOR PVT. LTD."**, PAN-AAICM9919R a Company incorporated under the Companies Act, 1956, having its Registered office at Village-Podrah, Post Office-Podrah P.S. Sankrail, Howrah-711109, being Represented by its Managing Director **SRI MONAJ MONDAL (PAN-AYDPM1205A)** , son of Late Sudhir Kumar Mondal , by faith Hindu , by occupation Business , residing at Village and Post Office Podrah , Police Station Sankrail , District Howrah-711109, of the parties of the **FIRST PART**;

AND

..... hereinafter jointly called as the "**PURCHASERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

"MAA BHABATARINI REALTOR PVT. LTD.", PAN-AAICM9919R a Company incorporated under the Companies Act, 1956, having its Registered office at Village-Podrah, Post Office-Podrah P.S. Sankrail, Howrah-711109, being Represented by its Managing Director **SRI MONAJ MONDAL (PAN-AYDPM1205A)** , son of Late Sudhir Kumar Mondal , by faith Hindu , by occupation Business , residing at Village and Post Office Podrah , Police Station Sankrail , District Howrah-711109, hereinafter referred to as the **DEVELOPER/"CONFIRMING PARTY"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include all its executors, successors-in-office, administrators, legal representatives and assigns) of the **THIRD PART**.

AND WHEREAS one Gokul Chandra Ghosh was the owner and occupier of the land alongwith Bagan Land measuring more or less 1 (One) Bigha 8 (Eight) Cottahs 2 (two) Chittaks 30 (Thirty) Square feet, situated at 8, Baksara Village Road, Howrah

and during enjoyment of the said property, Gokul Chandra Ghosh transferred the entire property in favour of Sk. Ahamed Ali, the resident of Nazirgunge by way of Patta which was Registered on 28.04.1920 and since then said Sk. Ahamed Ali began to enjoy the property by paying taxes before the Office of Howrah Municipality; **AND WHEREAS** Sk. Ahamed Ali while enjoying and possessing the aforesaid property died leaving behind him surviving his wife, one son and one daughter as the legal heirs and successors of Late Sk. Ahamed Ali;

AND WHEREAS the wife, son and daughter of Late Sk. Ahamed Ali being in urgent need of money for non payment of taxes in respect of the aforesaid property jointly sold and transferred the same in favour of Nandalal Bag, the resident of Baluhati by virtue of a registered Kobala dated 3rd June 1941 and recorded in Book No.1, Volume No.20, Pages 123 to 127, Being No.805, for the year 1941 and since purchase Nandalal Bag became owner in respect of his purchased property and on account of staying at distant place from his purchased property, Nandalal Bag sold and transferred the same in favour of Sri Rampada Rat Shaw, Son of Late Bacchulal Shaw by virtue of a registered Kobala dated 11th March, 1946 and the said Kobala was registered in the Office of Howrah Sub-Registrar and recorded in Book No.1, Volume No.17, Pages 20 to 23, Being No.563, for the year 1946 and since then said Sri Rampada Rai Shaw became absolute owner in respect of his purchased property and said. Rampada Rai Shaw while enjoying and possessing his purchased property filed a Rent Suit before the Ld. 2nd Munsif being Suit No.379/1955 for repaying one hundred rupee for the cost of the decree of the said suit and also other diverse cogent reasons, Sri Rampada Rai Shaw sold and transferred the said property in favour of Smt.Sabita Rani Paul, wife of Sri Hari Kishori Paul by virtue of a registered Kobala dated 15th July, 1959 and said Kobala was Registered in the Office of District Sub-Registrar at Howrah and recorded in Book No.1, Volume No.63, Pages 1 to 5, Being No.3363, for the year 1959;

AND WHEREAS it is stated hereby that Smt. Sabita Rani Paul filed a Title Suit in the Court of 2nd Munsif at Howrah being Title Suit No.2 of 1964 against one Khagendra Chandra Ghosh and Nagen Chandra Ghosh, both Sons of Late Rashbihari Ghosh and in this case Nagen Chandra Ghosh, the Defendant No.2 therein was not interested in respect of the property in question and only Khagendra Chandra Ghosh, the Defendant No.1 therein was contesting the suit and finally, the suit was compromised by filing Compromise Petition Registered as Title Suit No.395/1981 by both the parties;

AND WHEREAS in the Compromise Petition it was stated that Smt. Sabita Rani Paul, the Plaintiff therein admitted that Khagendra Chandra Ghosh, the Defendant No.1 therein was the sole owner in respect of the aforesaid property and the Defendant No.1 Khagendra Chandra Ghosh was possessing the property since the date of purchase dated 15th July 1959 and the Defendant No.1 Sri Khagendra Chandra Ghosh paid entire amount of consideration to the Seller namely Rampada Rat Shaw in respect of the aforesaid property and Sabita Rani Paul also admitted that she never paid any amount of consideration to the Seller at, the time of purchase of the aforesaid property and Sabita Rani Paul further stated that she has had no manner of right, title and interest or possession over the aforesaid property;

AND WHEREAS thereafter said Sabita Rani Paul declared in the Deed of Declaration that the Second Party Khagendra Chandra Ghosh was the real owner in respect of the aforesaid property and she was nothing but a name lender only and said Khagendra Chandra Ghosh had paid full consideration money at the time of purchasing the property out of his own pocket and the Sabita Rani Paul did not pay single farthing for consideration and said Deed of Declaration was registered in the Office of Additional District Sub-Registrar at Howrah on 18th September, 1992 and recorded in Book No.I, Volume No.104, Pages 37 to 42, Being No.5143, for the year 1992;

AND WHEREAS Nagendra Chandra Ghosh, the brother of Khagendra Chandra Ghosh also stated in the Deed of Declaration dated 18.09.1992 that Khagendra Chandra Ghosh, the Second Party therein was the real owner in respect of the aforesaid property and Sabita Rani Paul was nothing but a name lender only and he has had no manner of right, title and interest or possession in respect of the property purchased by Khagendra Chandra Ghosh on 15th July, 1959 and neither he paid any consideration respect of the aforesaid property and the said Deed of Declaration was Registered in the Office of Additional District Sub-Registrar at Howrah on 18.09.1992 and recorded in Book No.I, Volume No.77, Pages 66 to 71, Being No.3477, for the year 1992;

AND WHEREAS since declaration Khagendra Chandra Ghosh was the sole owner and occupier of all that piece and parcel of Bastu Land measuring more or less 1 (One) Bigha 8 (Eight) Cottahs 2 (Two) Chittaks 30 (Thirty) Square feet out of which he sold and transferred some portions of the said property;

AND WHEREAS said Khagendra Chandra Ghosh while enjoying and possessing the aforesaid property by paying taxes before the Office of Howrah Municipal Corporation died on 22.04.2001 leaving behind him surviving his wife Smt. Nihar Bala Ghosh, and only Daughter Smt. Asha Mitra as the only legal heiresses and successors;

AND WHEREAS after demise of said Khagendra Chandra Ghosh, the remaining portions of Bastu Land measuring more or less 16 (Sixteen) Cottahs 4 (Four) Chittaks 40 (Forty) Square feet together with structure made of R.T. Shed standing thereon devolved upon his wife Smt. Nihar Bala Ghosh and Daughter Smt. Asha Mitra and said Nihar Bala Ghosh and Asha Mitra jointly inherited the property left by Khagendra Chandra Ghosh and they absolutely became joint owners in respect of the property left by the deceased Khagendra Chandra Ghosh each having undivided half share thereof. It is stated here that some portions of land out of 16 Cottah 4 Chittaks 40 square Feet which is used as Road and some portions of land measuring more or less 0 Katha 10 Chittak 6 Square Feet was transferred in favour of Rupak Kumar Mitra by Niharbala Ghosh and Asha Mitra by virtue of a Deed of Gift which was registered in the Office of D.S.R. at Howrah in the year 2010 and recorded in Book No. I, CD Volume No. 27, Pages 6813 to 6832, Being No. 12087 for the year 2010 and since then said Rupak Kumar Mitra became absolute Owner in respect of the said property and remaining portion of land measuring more or less 15 Cottahs 10 Chittaks 34 square Feet have been jointly enjoying and possessing by said Niharbala Ghosh and Asha Mitra.

AND WHEREAS said Niharbala Ghosh out of her love and affection she gifted her undivided property measuring more or less 7 Cottahs 13 Chittaks 17 Square Feet to the extent of half share thereof, comprised within holding No. 8, Buxarah Village Road, P.S. Shibpur, District-Howrah, within H.M.C. Ward No. 41 in favour of her grand son namely Sri Arindam Mitra, the Owner No. 2 herein by virtue of a registered Deed of Gift dated 20th December, 2010 and the said Deed of Gift was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, CD Volume No. 27, Pages from 6833 to 6852, Being No. 12088, for the year 2010 and since then said Arindam Mitra became absolute Owner in respect of his said gifted property;

AND WHEREAS said Asha Mitra , the daughter of Late Khagendra Chandra Ghosh inherited from his father all that piece and parcel of undivided Bastu land measuring more or less 7 Cottahs 13 Chittaks 17 Square Feet out of 15 Cottahs 10 Chittaks 34 Square Feet, comprised within holding No. 8, Buxarah Village Road, P.S. Shibpur, District-Howrah, within H.M.C. Ward No. 41 and she became absolute Owner in respect of the said property;

AND WHEREAS the properties of the parties hereto have been amalgamated into one compact unit by virtue of a Deed of Declaration, which was registered in the Office of District Sub-Registrar at Howrah on 2nd August, 2011 and recorded in Book No. I, CD Volume No. 16, Pages from 393 to 406, Being No. 06235, for the year 2011 and after amalgamation and after amalgamation they have jointly mutated their names in the Howrah Municipal Corporation and thereafter the old holding No. 8, Baksara Village Road has been changed and now numbered as 8/7, Baksara Village Road, P.S. Shibpur, District-Howrah;

AND WHEREAS the present owners while possessing the aforesaid property peacefully and uninterruptedly till date being desirous of developing the property as mentioned in the First Schedule hereunder written by raising multi-storied building thereon for residential and partly commercial purposes, but in absence of experience and stringency of finance the present Owners are in search of a better sufficiently experienced and financially capable Developer who could do the needful construction on the said property as desired and expected .

AND WHEREAS accordingly the Owners/Vendors herein have jointly entered into an Agreement for Development with the developer herein on 07.01.2015 which was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No. I, CD Volume No. 12, pages from 3029 to 3058, Being No. 3459 for the year 2015 and simultaneously the Owners/Vendors herein executed a Development Power of Attorney in favour of the Developer/ Confirming Party/ Third Part herein empowering the Developer/ Confirming Party/ Third Part herein to commence construction of a multistoried building over the said property and to sell out the Flats/Units of the said building on his behalf and the said Power of Attorney was registered in the

Office of District Sub-Registrar at Howrah and recorded in Book No. 1, CD Volume No. 12, pages from 4156 to 4171, Being No. 3460 for the year 2015.

AND WHEREAS for the purpose of construction of the said building a Building Plan has been sanctioned from the Howrah Municipal Corporation vide B.R.C No 222/16-17 dated 13.02.2017 and accordingly the Developer/ Confirming Party/ Third Part herein has commenced construction of a multistoried building on the said amalgamated LAND named as "**ANANDA NIKETAN**" as per the said sanctioned building plan;

AND WHEREAS, the Developer herein from the Developer's agreed allocated share as mentioned in the said agreement for development of the said property the Vendors as well as Confirming Party hereto has agreed to sell and/or transfer **ALL THAT** piece and parcel of one self contained residential Flat being **Flat No. "....."** measuring about **Square Feet including super built up area on the Floor of the building named as "ANANDA NIKETAN"** constructed over the amalgamated property mentioned in the First Schedule herein above written together with undivided, impartible proportionate share of the land underneath in the First Schedule mentioned property comprised with H.M.C. holding No. 8 (Old), Baksara Village Road and new 8/7, Baksara Village Road, Post Office-Danesh Seikh Lane, Police Station previously Shibpur at present A.J.C. Bose B. Garden, District Howrah-711109, within H.M.C. Ward No. 41, together with all easements right annexed thereto, appertaining to L.R. Dag Nos. 126 and 127 under L.R. Khatian No. 397 and 396, within Mouza-Shibpur, J.L. No. 1, District-Howrah, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Howrah, more fully and particularly described in the SECOND SCHEDULE herein below written,, and after knowing the same the Purchasers have proposed to acquire/purchase the said Flat, described in the Second Schedule hereunder written, together with the undivided impartible proportionate share, right and interest in the said land underneath described in the First Schedule together with all the common rights available therein at a consideration of **Rs./-** (**Rupees**) **only i.e. Rs./-** **per Sq.ft.** and the parties herein have jointly entered into an Agreement for sale by which the purchasers herein have paid an earnest money to the developer herein and finally the purchasers herein have paid the entire balance consideration money to the Vendor herein and hence this Deed.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement, and in consideration of **Rs Rs./-** (**Rupees**) **only** paid by the Purchasers to the Vendor as well as the confirming Party/ Developers (the receipt of which the Vendors as well as the Developers/Confirming Party herein hereby acknowledges) as per the Memo of Consideration below the vendors and confirming Party do hereby sell, grant, transfer, convey, assign and transfer by way of sell, unto the Purchasers forever and give possession to the Purchasers herein in respect of **ALL THAT** piece and parcel of one self contained residential Flat being **Flat No. "....."** measuring about **Square Feet including super built up area on the Floor of the building named as "ANANDA NIKETAN"** constructed over the amalgamated property mentioned in

the First Schedule herein above written together with undivided, impartible proportionate share of the land underneath in the First Schedule mentioned property comprised with H.M.C. holding No. 8 (Old), Baksara Village Road and new 8/7, Baksara Village Road, Post Office-Danesh Seikh Lane, Police Station previously Shibpur at present A.J.C. Bose B. Garden, District Howrah-711109, within H.M.C. Ward No. 41, together with all easements right annexed thereto, appertaining to L.R. Dag Nos. 126 and 127 under L.R. Khatian No. 397 and 396, within Mouza-Shibpur, J.L. No. 1, District-Howrah, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Howrah, more fully and particularly described in the SECOND SCHEDULE herein below written, **TOGETHER WITH** proportionate undivided interest in the other common facilities appurtenant to the said Flat and common areas for the beneficial use of the said Flat including uninterrupted and free access to and from the main municipal road **AND** facilities of the said piece of land and the proportionate undivided share in the land underneath the building described in the **FIRST SCHEDULE** and proportionate undivided interest in the limited common areas and facilities as defined by the statute prevailing as on this date, and as listed in the Third schedule below **AND TOGETHER** with all appurtenances belonging to or in any way appertaining to or with the same or any part thereof usually held, occupied, enjoyed or reputed or known as part or member thereof or be appurtenant thereto along with proportionate undivided share in land (and the said Flat and other common areas, facilities and amenities etc. are hereinafter referred to as the Said Flat) and all the estate, right, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever of the vendor into and out of and upon the said Flat or any part thereof **TO HAVE AND TO HOLD** the said Flat from hereby granted and sold or intended so to be with them and every of their right, members and appurtenances unto and to the use and benefit of the Purchasers for ever to be held as heritable, transferable and immovable property within the meaning of the law in force for the time being subject to the rules, regulations and bye laws of the condominium/ Association of the flat owners in the whole building and also subject to the payments of all rents, taxes, easements, rates, dues and duties now chargeable upon the same which hereafter become payable in respect thereof to the Government of West Bengal or Howrah Municipal Corporation or any other concerned authorities **AND** subject to the condition that the said Flat or apartment will be used only for residential purpose **AND** free from all encumbrances, charges, liens, lispendens, attachments, acquisitions and requisitions by the Government or any Government agency or others and all other liabilities whatsoever **SUBJECT NEVERTHELESS** to the easements and quasi easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat and excepting and reserving unto the Vendor and the other Flat owners occupiers and in the said building such easements or quasi easements and other rights and privileges also subject to the Purchasers' covenant to bear and pay their proportionate share of common expenses to the Association / Society/ Company formed by the owners/ occupiers of the flats of the said building for maintenance of the said building.

AND THE VENDORS AND THE CONFIRMING PARTY DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:

1. THAT the vendors and the confirming party have in themselves good right full power and absolute authority to grant convey, transfer, assign and assure the said Flat hereby sold, granted, conveyed, transferred, assigned, assured and expressed so to be unto and to the use of the Purchasers absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever;
2. That the Purchasers shall use the Flat for residential purpose.
3. AND THAT the Purchasers shall and may at all times hereafter peaceably and quietly enter into, hold, occupy, possess and enjoy exclusively the said appurtenances and receive the rents, issues, incomes and profits thereof and every part thereof for their own use and benefits without any suit, lawful eviction, interruption and claims and demands whatsoever from or by the vendors or confirming party or any person or persons claiming under them or in trust for them or lawfully claiming any estate, right or interest whatsoever at law in the said Flat hereby granted, sold or expressed so to be freely and clearly and absolutely and forever released and discharged or otherwise by the Vendors and Confirming Party and well and sufficiently saved, kept harmless and indemnified from or against all former and other estates, titles, charges and encumbrances whatsoever had made, executed, occasioned or suffered by the Vendors or the Confirming Party or any other persons lawfully claiming or claiming under or in trust for the Vendors or Confirming Party ;
4. AND THAT the vendors and the confirming party shall from time to time and at all times hereafter, at the request and cost of the Purchasers, do and execute all such further and other lawful acts, deeds, things, matters, conveyances, assurances in law whatsoever for the better, further and more perfectly and absolutely granting the said Flat hereby granted and sold unto and to the use of the Purchasers the manner aforesaid as by the Purchasers shall be reasonably required.
5. AND THAT the said land/ flat (as described in the First and Second Schedule below) are not attached to any proceedings connected with the Department of Income Tax, Wealth Tax, Gift Tax or otherwise and no certificate has been filed in the office of the Certificate Officer under the provisions of the execution of any Certificate at Public Demand Recovery act and no steps has been taken in execution of any certificate at the instance of the said Departments.
6. AND THAT the Purchasers shall be entitled to sell, gift, transfer, mortgage, lease, assign or otherwise deal with the said flat along with the undivided proportionate share of land and right of common passages and spaces and portions and amenities etc. hereby acquired in the manner as the Purchasers shall think fit and proper subject to the terms and conditions laid down herein without any consent or objection of the other flat owners or the Vendors or the Confirming Party who have acquired right, title and interest similar to that of Purchasers or who might acquire the same in future.

7. AND THAT each apartment/ flat constitutes a single residential unit, transferable and heritable as such, but shall not be partitioned or divided as such.
8. AND THAT the percentage of the proportionate undivided interest shall remain unaltered at all points of time and the same shall always remain impartible and indivisible and the flat owners shall be entitled to that as per the provisions of the West Bengal Apartment Ownership Act, 1972;
9. AND THAT the Confirming Party and Vendors hereby declare that the building situated on the property described in the First Schedule has been constructed as per the provisions of the West Bengal Apartment Ownership Act, 1972, as amended upto date.
10. THAT the Original Title Deeds, Building Plan and other relevant documents are lying with the Owners and/or Developer herein and They shall produce the said documents before the concerned authorities as and when required for the purpose of mutation and/or any other purposes on the part of the Purchasers.

AND THE PURCHASERS DO HEREBY COVENANT WITH THE VENDOR, CONFIRMING PARTY AND/OR THE OWNERS OF THE OTHER FLATS IN THE SAID BUILDING AS FOLLOWS:

1. THAT the Purchasers shall abide by the bye laws, regulations etc. of the Association of the flat owners in the said building and shall bear and pay all the common expenses, such as, proportionate share of tax till the Flat is separately assessed, proportionate cost of maintenance, repair, replacement of the common areas of the building, e.g. outer wall, stair case, lobby, entrance, terrace, landing, Lift, structure, rain water pipes, water tank and reservoir, plumbing, electrical wirings, drainage, common parts of the fixtures, cleaning expenses, security expenses, service charges etc.
2. AND THAT the right of the Purchasers shall remain restricted to the said Flat, undivided proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and the common spaces/ parts/ portions/ amenities/ conveniences.
3. AND THAT the cost of maintaining, replacing, repairing, white washing, painting and decorating the main structure and particularly the common portions of the roof terrace and structure of the building, rainwater pipes, water tanks, motor pumps, tube well, gas pipes, electrical wires, sewerages, drains, transformers and all other common parts of the fixtures, fittings and equipment in, under or upon the building enjoyed or used in common by the Purchasers and the occupiers thereof, shall be borne by the said Society, Association or Company.
4. AND THAT the Purchasers shall get supply of water from the joint overhead tank.
5. AND THAT the Purchasers shall be liable and agrees to make payment of the proportionate share of maintenance and Service charges regularly and punctually to the said Society, Association or Company on and from the date of taking possession of the property.

6. AND THAT the Purchasers shall pay the service charges or the charges for consumption of electricity for common space regularly to the said Society, Association or Company.
7. AND THAT as long as the separate electric meter of the Purchasers are not installed they shall consume electricity from the joint meter and shall pay the charges including meter rent and other allied charges on the basis of reading from a sub-meter installed at their cost.
8. AND THAT the Purchasers shall take electricity in their own names from the CESC Limited at their own cost and shall pay necessary electric charges month by month according to meter reading in their own meter.
9. AND THAT in the event of any capital expenditure for repair, maintenance etc. for common purpose of the Purchasers shall be liable to make payment of their proportionate share as shall be determined by the said Society, Association or Company.
10. AND THAT the Purchasers shall be liable to pay the Municipal Taxes, Rates and other outgoing of the like nature in respect of their flat in full and the Purchasers will bear all service Taxes or any other Govt. Taxes/ charges separately.
11. AND THAT the Purchasers shall have the absolute right to mutate their names in the records of Howrah Municipal Corporation and the B.L. and L.R. office and shall pay the taxes in respect of their Flat to be separately assessed by the authorities. So long as the Flats of the building are not separately assessed for the tax purpose, the Purchasers shall pay to the Confirming Party a proportionate share of the said taxes in respect of their Flat in the said building. Such apportionment shall be made by the Confirming Party in consultation with the Purchasers on the basis of the area purchased by the Purchasers.
12. AND THAT the Confirming Party may appoint a Caretaker to look after the building and its common parts till the said Society, Association or Company takes charge of the building. Till that point of time, the flat owners will pay an amount fixed by mutual arrangement to the Confirming Party for looking after the building and its common parts, if necessary.
13. AND THAT the Purchasers shall permit the Vendor or the Confirming Party or their authorized agent with or without workmen, to enter into the Flat at all reasonable time on notice (without notice in case of emergency) to check view or examine the state or condition thereof and also for cleaning/ repairing and/or maintenance of the sewers, drains pipes, rain water pipes, electric cables etc.
14. AND THAT the Purchasers shall not cause to be caused the common areas and spaces to become dirty and shall not accumulate or throw dirt, refuse, garbage, rubbish in the said flat or in the common areas or spaces.
15. AND THAT the Purchasers shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or cause disturbance and annoyance to the other Flat owners;

16. AND THAT the Purchasers shall not add or demolish any material structure or excavate any additional basement and for doing such things the unanimous consent of the other flat owners in the building should be obtained first;
17. AND THAT the Purchasers shall not display any hoardings, placards or signboards on the terrace of the said unit or anywhere else in the said premises. It is also made expressly clear hereby that in no event the Purchasers shall be entitled to put any permanent apparatus or thing protruding outside the outermost wall of the said building.
18. AND THAT the Purchasers shall keep the internal portions of the said flat in good and sound conditions so as to support and protect the other parts of the building.
19. AND THAT the Purchasers shall not use stove or "chulas" in the stairs or in the common parts and shall not allow smoke to spread in the other parts.
20. AND THAT the Purchasers shall not be permitted to fix, install or run any plant and machinery in any where in the said flat save and except air conditioner or other electrical appliances for domestic use.
21. AND THAT the Purchasers shall have right to use and enjoy all the common areas, spaces, amenities, convenience and services etc. as described in the THIRD SCHEDULE below, equally with the other flat owners.
22. AND THAT the Purchasers shall have their names mutated in the records of the Howrah Municipal Corporation and that of the Settlement in respect of the flat on the force of this Deed.
23. AND THAT the Purchasers shall have no claim and or right of any nature or kind over in respect of the terrace and the roof of the said building except the right of drying cloths and installing T.V. antenna and the vendor and the confirming party shall have the right to make additional stories or put additional structures on the roof and or terrace as may be permitted by the Howrah Municipal Corporation or any other competent authority and such properties shall be the properties of the vendor and the confirming party hereto who will entitle to determine the use thereof and also be entitle to dispose it of in any manner he like and that the Purchasers shall not be entitled to raise any objection or put up any claim of any nature or obstruction thereto and towards that Purchasers hereby accords their irrevocable consent;
24. That the Purchasers shall pay necessary GST or any other govt. taxes according to Govt. rate as and when required by the Government.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu Land measuring more or less 15 (Fifteen) Cottahs 10 (Ten) Chittaks 34 (Thirty Four) Square feet together with proposed building standing thereon named as "**ANANDA NIKETAN**", comprised with H.M.C. holding No. 8 (Old), Baksara Village Road and new 8/7, Baksara Village Road, Post Office-Danesh Seikh Lane, Police Station previously Shibpur at present A.J.C. Bose B. Garden, District Howrah-711109, within H.M.C. Ward No. 41, together with all easements right annexed thereto, appertaining to L.R. Dag Nos. 126 and 127 under L.R. Khatian No. 397 and 396, within Mouza-Shibpur, J.L. No. 1, District-Howrah, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Howrah, which is butted and bounded by :-

On the North :	Drain thereafter Baksara Village Road.
On the South :	Property of Sambhu Mukherjee and 8/4, 8/5, Baksara Village Road.
On the East :	H.M.C. Drain.
On the West :	Drain thereafter Baksara Village Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flat hereby sold in favour of the Purchasers)

ALL THAT piece and parcel of one self contained residential Flat being **Flat No. "....."** measuring about **Square Feet including super built up area on the** **Floor of the building with marble flooring (with lift facility) named as "ANANDA NIKETAN"** constructed over the amalgamated property mentioned in the First Schedule herein above written together with undivided, impartible proportionate share of the land underneath in the First Schedule mentioned property comprised with H.M.C. holding No. 8 (Old), Baksara Village Road and new 8/7, Baksara Village Road, Post Office-Danesh Seikh Lane, Police Station previously Shibpur at present A.J.C. Bose B. Garden, District Howrah-711109, within H.M.C. Ward No. 41, together with all easements right annexed thereto, appertaining to L.R. Dag Nos. 126 and 127 under L.R. Khatian No. 397 and 396, within Mouza-Shibpur, J.L. No. 1, District-Howrah, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Howrah. The Flat is butted and bounded as follows:-

On the North :

On the South :

On the East :

On the West :-

The Flat hereby sold is morefully and particularly described and delineated with RED colour border in the Plan annexed to this Deed which is called a part of this Deed.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common areas and facilities)

1. Electric wiring and fittings and fixtures for lighting the common passage in the building.
2. Stair case of the building upto roof and stair case landing.
3. Common passage and common land.
4. Septic Chamber, its fittings and sewerage.
5. water supply line, overhead common water tank,
Motor pump for lifting water with pipe fittings, distribution pipes.
6. Electric wiring fittings in common places.
7. Drains, sewer, pipes, rain water pipe from roof and from floors, bathrooms, privies and all equipments for common use.
8. Motor Pump place and Electric Motor place.
9. Common user of Roof/ Terrace, boundary walls and Main gate. (Roof right will be only for drying cloths, fixing dish antenna and for social function subject to permission from the Owners' Association)
10. Such other common parts, areas, equipments, installation, fixtures, fittings and spaces in or about the said building as are necessary for passage to or

user and occupancy of the flats in common and as are specified expressly to be the common parts after construction of the building.

11. Lift facility is available to the Purchasers.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common expenses)

1. Proportionate share of expenses and outgoing in connection with the various facilities provided in the building.
2. Proportionate share of expenses in connection with the formation of the holding organization/ Association and deposits for maintenance and management of the common parts of the Building.
3. Proportionate share of Security Deposit and/or any other amount to be paid to the CESC Limited to get the electric connection for various flats of the Building.
4. Stamp duty, registration and other statutory and legal expenses including incidental charges required for execution and registration of the deed Conveyance/Transfer in respect of the said Flat.
5. The aforesaid amount of deposit shall not carry any interest and in remain with the Confirming Party until the handing over the maintenance and management of the Building to the Association or the Holding Organization and shall be made over to the Association of Purchaser/s after deducting the actual expenses incurred an amount whereof shall be submitted by the Confirming Party to the Association of Purchaser/s and the account so submitted by the Confirming Party shall be final, conclusive and binding on Purchasers shall not be entitled or dispute the same.
6. Under no circumstances possession of the said Flat/Unit shall be given by the Vendors to the Purchaser/s unless and until all payments including deposits maintenance charges legal expenses a stamp duty registration charges etc. as well as service tax or any other impositions, if any, required to be made under this Agreement by the Purchasers to the Vendors/ Confirming Party have been made.
7. Proportionate cost for maintenance of Lift.

IN WITNESSES WHEREOF the Parties hereto have hereunder set and subscribed their hands and seals to these presents the day month and year first above written.

WITNESSES :-

1.

The Vendors namely (1) SMT. ASHA MITRA,
(2) SRI ARINDAM MITRA
Being represented by their Constituted Attorney

2.

SIGNATURE OF THE VENDORS.

SIGNATURE OF THE PURCHASERS.

**SIGNATURE OF THE THIRD PARTY/
DEVELOPER/CONFIRMING PARTY**

Drafted by me

Advocate

Computerized by :-

Timir Das

Howrah Judges' Court

MEMO OF CONSIDERATION

Received the sum of Rs.-/- (Rupees) only towards total consideration money in respect of the Schedule Second Schedule mentioned Flat from the Purchasers in the following manner :-

Date	Bank Name	Cheque No.	Amount
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Total	Rs.	/-
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(Rupees) only

WITNESSES

1

2.

**SIGNATURE OF THE THIRD PARTY/
 DEVELOPER/CONFIRMING PARTY**