

SALE DEED

THIS SALE DEED is made on the day of **November, 2023**
(Two Thousand Twenty Three) **BETWEEN (1) SRI BIBHAS MONDAL**
(PAN- ATEPM8620K) son of- Late Jatindra Nath Mondal, by faith- Hindu,
by occupation- Business, by nationality- Indian, residing at- A-7/1,
Sreenagar Main Road, P.O.- Panchasayar, P.S.- Narendrapur,
Kolkata-700094, **(2) SRI MANABENDRA MANDAL** (PAN- CCBPM2903D)
son of- Late Sailendra Nath Mondal, by faith- Hindu, by occupation-
Business, by nationality- Indian, residing at- Village & P.O.- Gokarnee,
P.S.- Magrahat, Dist.- South 24 Parganas, Pin- 743355,

(3) **SRI BIKAS KUMAR MONDAL** (PAN- ADSPM5377R) son of- Late Jatindra Nath Mondal, by faith- Hindu, by occupation- Service, by nationality- Indian, residing at- A-1, Sreenagar, P.O.- Panchasayar, P.S.- Narendrapur, Kolkata- 700094, (4) **SRI BAPPADITYA MONDAL** (PAN- ATEPM8618H) son of- Late Bimal Kumar Mondal, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- A-31/1, Sreenagar P.O.- Panchasayar, P.S.- Narendrapur, Kolkata- 700094, (5) **SMT. RANI MONDAL** (PAN- BSVPM3084L) wife of- Late Bisweswar Mondal, (6) **SRI BISWAROOP MONDAL** (PAN- ALBPM2602A) son of- Late Bisweswar Mondal and (7) **SMT. BIPASHA BERA** (PAN- ALEPB9958K) wife of- Sri Sovandeb Bera, daughter of- Late Bisweswar Mondal, No. 5 to 7 all by faith- Hindu, by occupation- Housewife & Business, by nationality- Indian, residing at- "Rani Manjil", 18, Sreenagar Main Road, P.O.- Panchasayar, P.S.- Narendrapur, Kolkata- 700094 – all represented by their Lawful Constituted Attorney (1) **SRI SUKANTA KUMAR MONDAL**, (PAN- AHBPM1094Q) son of- Sri Subir Mondal, (2) **SRI NISHI KANTA GHOROI** (PAN- AGIPG0245P) son of- Late Kali Pada Ghoroi, (3) **SRI DILIP NASKAR** (PAN- ALEPN3594P) son of- Late Kartick Naskar, (4) **SRI SUBRATA NASKAR** (PAN- ACKPN6880H) son of- Late Santosh Naskar, all by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- Dhalua, P.O.- Panchpota, P.S.- Narendrapur, Kolkata –700152 and (5) **SRI BAPPADITYA MONDAL** (PAN- ATEPM8618H) son of- Late Bimal Kumar Mondal, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- A-31/1, Sreenagar P.O.- Panchasayar, P.S.- Narendrapur, Kolkata- 700094, hereinafter jointly referred to as the **LANDOWNERS** (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to mean and include their heirs, successors, executors, administrators, legal representatives, assigns) of the **FIRST PART**

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EVERSHINE REALITY (PAN- AAEFE5288Q) a Partnership Firm having its office at – Dhalua Paschimpara, P.O.– Panchpota, P.S.- Narendrapur, Kolkata– 700152 and represented by its Partners namely **(1) SRI SUKANTA KUMAR MONDAL**, (PAN- AHBPM1094Q) son of- Sri Subir Mondal, **(2) SRI NISHI KANTA GHOROI** (PAN- AGIPG0245P) son of- Late Kali Pada Ghoroi, **(3) SRI DILIP NASKAR** (PAN- ALEPN3594P) son of- Late Kartick Naskar, **(4) SRI SUBRATA NASKAR** (PAN- ACKPN6880H) son of- Late Santosh Naskar, all by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- Dhalua, P.O.- Panchpota, P.S.– Narendrapur, Kolkata –700152 and **(5) SRI BAPPADITYA MONDAL** (PAN- ATEPM8618H) son of- Late Bimal Kumar Mondal, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- A-31/1, Sreenagar P.O.- Panchasayar, P.S.- Narendrapur, Kolkata– 700094, hereinafter called as the **DEVELOPER/PROMOTER** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **SECOND PART**

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Mr./Ms..... (PAN NO.....) son/daughter of, aged about.....residing at, (PAN.....) hereinafter called the "**PURCHASER/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 Landowners, Developer/Promoter and Purchaser/Allottee shall hereinafter collectively be referred to as the Parties" and individually as a "Party".

WHEREAS:

- A.** One Jatindra Nath Mondal, son of- Late Surendra Nath Mondal was the recorded owner of the land measuring about 46 decimal in

R.S. Khatian No. 49, Khanda Khatian No. 425, C.S. Dag No. 231/1069 corresponding to R.S. Dag No. 88 in Mouza- Tentulberia and during his lifetime Jatindra Nath Mondal executed a Deed of Trust/Family Settlement in respect of his afore-stated land with other properties, wherein it was specifically stated after completion of marriage of all his daughters the entire property of 46 decimal as stated hereinabove will vest upon his 4 (four) sons namely Bimal Kumar Mondal, Bisweswar Mondal, Bikas Kumar Mondal & Sailendra Nath Mondal, the said Deed of Trust/Family Settlement was registered on 31.10.1962 before Sub. Registrar, Alipore and recorded in Book No.- I, Volume No.- 44, Pages 256 to 260, Being No.- 1283, for the year 1963;

- B.** After execution of the said Deed of Trust/Family Settlement Jatindra Nath Mondal died on 28.01.1972 and his afore-stated 4 (four) sons namely Bimal Kumar Mondal, Bisweswar Mondal, Bikas Kumar Mondal & Sailendra Nath Mondal got the equal Landownership in respect of the land measuring about 46 decimal as stated hereinabove, i.e. each of them got the Landownership of the land measuring about 6 cottahs 15 chittacks 14 sq. ft.;
- C.** On 24.12.2002, Sailendra Nath Mondal executed a Deed of Gift in respect of the land measuring about 5 cottahs 9 chittacks 2 sq. ft. in favour of his son Manabendra Mandal which was registered before A.D.S.R. Sonarpur and recorded in Book No. I, C.D. Volume No. 28, Pages 837 to 850, Being No. 9836, for the year 2009;
- D.** After the demise of Bisweswar Mondal on 26.03.2009 his wife Rani Mondal, only son Biswaroop Mondal and only daughter Bipasha Bera got the joint Landownership of the land measuring about 6 cottahs 15 chittacks 14 sq. ft. and thereafter for proper division and demarcation of their respective shares the afore-stated 3 (three) legal heirs of Bisweswar Mondal entered into a Deed of

Partition with their other legal heirs, i.e. Bimal Kumar Mondal and Bikas Kumar Mondal, the said Deed of Partition was registered on 23.09.2011 before A.D.S.R. Sonarpur and recorded in Book No. I, C.D. Volume No. 26, Pages 3664 to 3680, Being No. 11078, for the year 2011;

- E.** On 23.09.2011, Bimal Kumar Mondal gifted the land measuring about 1 (one) cottah from his total land of 6 cottahs 15 chittacks 14 sq. ft. in favour of his brother Bibhas Mondal by virtue of a Deed of Gift which was registered before A.D.S.R. Sonarpur and recorded in Book No. I, C.D. Volume No. 26, Pages 3681 to 3695, Being No. 11079, for the year 2011;
- F.** By virtue of the above-stated Deed of Trust/Family Settlement, Deed of Partition and Deed of Gift, Bimal Kumar Mondal, Bikas Kumar Mondal, Manabendra Mandal, Bibhas Mondal and the legal heirs of Bisweswar Mondal, i.e. his wife Rani Mondal, Biswaroop Mondal & Bipasha Bera became the joint Landowners of the land total measuring more or less 25 (twenty five) cottahs 6 (six) chittacks 0 (zero) sq. ft. (which they retain after detailed physical measurement of the said land) as morefully and particularly described in the First Schedule written hereunder;
- G.** In order to develop their said land total measuring more or less 25 (twenty five) cottahs 6 (six) chittacks 0 (zero) sq. ft., Bimal Kumar Mondal, Bikas Kumar Mondal, Manabendra Mandal, Bibhas Mondal and the legal heirs of Bisweswar Mondal, i.e. his wife Rani Mondal, Biswaroop Mondal & Bipasha Bera executed 5 (five) separate Agreement on 25.10.2011 with Evershine Reality (the Developer herein) in respect of their respective shares in the total land as mentioned in the First Schedule written hereunder;
- H.** On 26.09.2011, Bimal Kumar Mondal, Bikas Kumar Mondal, Manabendra Mandal and the legal heirs of Bisweswar Mondal, i.e.

his wife Rani Mondal, Biswaroop Mondal & Bipasha Bera executed 4 (four) separate General Power of Attorney in favour of the Partners of Evershine Reality which were registered before Sub. Registrar, Jaleswarpur, Orissa and recorded in Book No. 4, Volume No. 58, Document Number 40101102865, for the year 2011, Book No. 4, Volume No. 58, Document Number 40101102866, for the year 2011, Book No. 4, Volume No. 58, Document Number 40101102867, for the year 2011 & Book No. 4, Volume No. 58, Document Number 40101102864, for the year 2011;

- I.** Bibhas Mondal executed a General Power of Attorney in favour of (1) Sri Sukanta Kumar Mondal, (2) Sri Nishi Kanta Ghoroi, (3) Sri Dilip Naskar, (4) Sri Subrata Naskar and (5) Sri Bappaditya Mondal which was registered on 16.03.2015 before A.D.S.R. Garia and recorded in Book No. IV, CD Volume No. 1, Page from 794 to 805, Being No. 83 of 2015;
- J.** By virtue of the above-stated Agreements and General Power of Attorneys the Developer herein obtained a sanctioned building plan bearing No. 16/CB/01/11 dated 19.05.2018 from Rajpur Sonarpur Municipality in respect of the First Schedule premises;
- K.** After the death of Bimal Kumar Mondal on 20.03.2022 (his wife Rama Mondal pre-deceased him on 08.11.2021) his son Bappaditya Mondal being his only legal heir and successor got the Landownership of his rest share in the said land as mentioned in the First Schedule written hereunder by virtue of Law of Inheritance;
- L.** On 18.05.2022, Bikas Kumar Mondal, Manabendra Mandal, Bibhas Mondal, Bappaditya Mondal and the legal heirs of Bisweswar Mondal, i.e. his wife Rani Mondal, Biswaroop Mondal & Bipasha Bera executed 5 (five) separate Revocation of Agreement in respect of their respective shares in the total land as mentioned in the First

Schedule written hereunder, thereby cancelling the Agreements dated 25.10.2011 previously executed between them and the partners of the Partners of Evershine Reality;

- M.** On 18.05.2022, Bibhas Mondal executed a Revocation of General Power of Attorney registered before A.D.S.R. Garia and recorded in Book No. IV, Being No. 52, for the year 2022, thereby cancelling his General Power of Attorney registered on 16.03.2015, before A.D.S.R. Garia;
- N.** On 20.05.2022, Bikas Kumar Mondal, Manabendra Mandal and the legal heirs of Bisweswar Mondal, i.e. his wife Rani Mondal, Biswaroop Mondal & Bipasha Bera executed 3 (three) separate Revocation of General Power of Attorney all registered before Sub. Registrar, Jaleswarpur, Orissa and recorded in Book No. 4, Document Number 40102201130 for the year 2022, Book No. 4, Document Number 40102201131 for the year 2022 & Book No. 4, Document Number 40102201129 for the year 2022, thereby cancelling their respective General Power of Attorney registered on 26.09.2011, before Sub. Registrar, Jaleswarpur, Orissa;
- O.** The Landowners herein have executed a DEVELOPMENT AGREEMENT with DEVELOPMENT POWER OF ATTORNEY with the Developer herein, which was registered on 20.05.2022 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2022, Pages 102264 to 102337, Being No. 3072 for the year 2022;
- P.** The Said Land is earmarked for the purpose of building a residential project, comprising 48 (forty eight) flats and the said project shall be known as **AASHRAY PINGALJYOTI**;
- Q.** The Rajpur Sonarpur Municipality has granted the commencement certificate to develop the Project vide approval dated bearing no. 16/CB/01/11 dated 19.05.2018;

R. The Purchaser herein after inspecting all the legal papers, sanctioned plan and position of the building approached the Landowners/Developer to purchase the Flat Being No., at the Floor of Block-..... 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 PINGALJYOTI” 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 Developer would sale the aforesaid Flat and a car parking space to the Purchaser 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 Purchaser to the Developer by way of full and final payment for the price of the said flat and a car parking space to be credited in the Developers account and the price of the proportionate share of land and common spaces also to be credited to the account of the Landowners/Developer and the rights and properties appurtenant thereto AND the Developer hereby as also by Memo of receipt hereunder admit and acknowledge and of and from the payment of the same the Landowners /Developer forever release, discharge, acquit and exonerate the Purchaser the said flat, one car parking space and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Purchaser, the Landowners/Developer 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 Purchaser 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 PINGALJYOTI” 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 Landowners/Developer 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 Purchaser 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 LANDOWNERS/DEVELOPER HEREBY COVENANT WITH THE PURCHASERS as follows:-

- (i) That the interest which the Landowners/Developer and profess, transfer subsists and the Landowners /Developer 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 Landowners/Developer and hereby confirms the same unto and in favour of the Purchaser absolutely and forever.
- (ii) AND THAT the Landowners/Developer 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 Landowners /Developer 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 Landowners/Developer.

(iv) The Purchaser 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 Landowners /Developer and or any person or persons lawfully claiming or to claim through under or in trust for the Landowners/Developer 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 Landowners /Developer.

(v) That the Landowners/Developer and shall from time to time and at all times hereafter upon every reasonable requests and at all the cost of the Purchaser 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 Landowners/Developer and unto and in favour of the Purchaser.

(vii) The Purchaser, shall hereafter, has the right to mutate their names 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 Purchaser will pay proportionate share of rates and taxes.

(viii) The Purchaser 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 Landowners/Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser or at any hearing, suit, to the Purchaser and/or the agent/s of the Purchaser 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 Landowners/Developer 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 LANDOWNERS /DEVELOPER AND AND THE PURCHASERS as follows:-

(1) The Purchaser 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 Purchaser shall be entitled to the right or access in common with the Landowners/Developer 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 Purchaser 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 Purchaser or any person deriving title under the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 PURCHASERS DOTH HEREBY COVENANT WITH THE LANDOWNERS/DEVELOPER as follows:-

i) The Purchaser 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 Purchaser 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 Purchaser 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 Developer 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 Purchaser shall apply for and have the said flat and 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 Purchaser shall deposit the same with the Landowners /Developer, until the Association is formed by the Landowners/Developer 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser will accrue with effect from the date of registration/possession (whichever is earlier) of the said flat and the rights and properties by the Landowners /Developer to the Purchaser.

ix) The Purchaser hereby undertakes to enter as a member of the Flat Landowners' Association to be formed by the Landowners/Developer 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 Allotee undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Purchaser shall co-operate with the Landowners/Developer and thereafter with the Landowners' Association and pay his proportionate share of Municipal rates and taxes along with proportionate share of common expenses.

x) The Association and the co-Landowners in the Building shall remain liable to indemnify and keep indemnified the Landowners /Developer for all liabilities due to non-fulfilment of their respective obligations hereunder.

xi) The Purchaser 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 PURCHASER 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 Landowners/Developer.
- 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 Landowners/Developer'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 Landowners 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 Landowners/Developer 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 Purchaser and occupiers is not obstructed and/or hampered in the event of ingress and egress.

THE LANDOWNERS/DEVELOPER AND THE COVENANTS WITH THE PURCHASER THAT:-

- i. The Purchaser 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 Landowners and other flat Landowners 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 Developer for the purpose and so far as shall be necessary for the beneficial enjoyment of the said flat and for all lawful purposes whatsoever.

THE LANDOWNERS AND THE DEVELOPER DO HEREBY CONFIRM, RECORD AND DECLARE that the Developer'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 Landowners and the Developer under the said respective agreements of development stand duly consolidated upon the Developer 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 Landowners having agreed to the sale of the flats contained in the said buildings to the as herein stated AND neither the Developer 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 FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land)

ALL THAT piece and parcel of land measuring an area of about **25 (twenty five) cottahs 6 (six) chittacks 0 (zero) sq. ft.** be the same a little more or less comprised in and formed under Mouza – Tentulberia, J.L. No. 44, R.S. Khatian No. 49, Khanda Khatian No. 425, L.R. Khatian No. 3391, 3392, 3393, 3394, 3395, 3421, 3669, C.S. Dag No. 231/1069 corresponding to R.S. Dag No. 88 corresponding to L.R. Dag No. 93, Holding No. 1463, Sreenagar, within Ward No. 1, of Rajpur-Sonarpur Municipality under Sub-Registry Office-Garia, Police Station – Narendrapur within the District – 24 Parganas (South) and the said land is butted and bounded as follows :- (adjacent to Srinagar Main Road).

ON THE NORTH :By R.S. Dag No. 87;

ON THE SOUTH :By R.S. Dag No. 90;

ON THE EAST :By Mouza- Dhalua;

ON THE WEST :By R.S. Dag No. 89, 84, 85 & 12 feet wide common passage;

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 G+4 storied building named as **“AASHRAY PINGALJYOTI”** together with the undivided proportionate share of land in the Holding No. 1463, Sreenagar, which is more fully and particularly described in the First Schedule written hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas and Facilities)

- Entrance and exit gates of the building.
- Paths passages and open spaces in the building other than those reserved by the LandLandowners/Developer for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Landowners/Developer for use of any Co-owner.
- Entrance lobby in the ground floors of the building.
- Driveway in the ground floor of the building.
- Staircases of the building along with their full and half landings with both stair cover on the ultimate roof.
- Lift with lift shaft and the lobby in front of it on typical floors and Lift machine room and the stair leading to the roof thereof.
- Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the building.
- Water pump with motor and with water supply pipes to overhead /underground water tank and with distribution pipes there from connecting to different units of the building.
- Underground water reservoir for municipal water with a pull on pumps installed thereat for the building.

- Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the building and from the building to the municipal drain.
- Common bathroom with W.C. and common toilets in ground floor of the building.
- Room for darwan/security guard.
- Boundary walls.
- The roof of the 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 Purchaser 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 Purchaser 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 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 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.

Signature of the Landowners

2.

Signature of the Developer

Signature of the Purchaser

MEMO OF CONSIDERATION

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

Cheque No.	Bank	Date	Amount
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WITNESSES :

1.

Signature of the Developer

2.

Drafted by –

Dibakar Bhattacharjee
Advocate
High Court, Calcutta