

SALE DEED

THIS SALE DEED is made on the day of **March, 2024**
(Two Thousand and Twenty Four) **BETWEEN (1) SRI SUKANTA**
KUMAR MONDAL (PAN- AHBPM1094Q) son of- Sri Subir
Mondal, by faith- Hindu, by nationality- Indian, residing at-
Dhalua, P.S.- Narendrapur, Kolkata- 700152 and **(2) SRI**
MADHUSUDAN OJHA (PAN-AAIPO7074J) son of- Late
Bisweswar Ojha, by faith- Hindu, by Nationality- Indian,
residing at- Dhalua, Purbapara, P.O.- Panchpota, P.S.-
Narendrapur, Kolkata- 700152

– both represented by their Lawful Constituted Attorney (1) **SRI SUKANTA KUMAR MONDAL** (PAN- AHBPM1094Q) son of Sri Subir Mondal, (2) **SRI SUBRATA NASKAR** (PAN- ACKPN6880H) son of Late Santosh Naskar, both by faith – Hindu, by occupation– Business, residing at Dhalua, P.S.– Narendrapur, Kolkata–700152, (3) **SRI PINTU DEBNATH** (PAN- AGHPD4819P) son of- Late Anil Debnath, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- L-7, Sreenagar Main Road, P.O. & P.S.- Panchasayar, Kolkata- 700094 and (4) **SRI PINTU MONDAL** (PAN- BWCPM7030B) son of- Sri Kanai Chandra Mondal, by faith- Hindu, by occupation- Business, residing at- Radhanagar, P.O.- Sonarpur, P.S.- Narendrapur, Kolkata- 700150, 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**

AND

S.P. CONSTRUCTION (PAN- ADIFS6473Q) a Partnership Firm having its office at – 610, East Tentulberia, 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 SUBRATA NASKAR** (PAN-ACKPN6880H) son of – Late Santosh Naskar, both by faith – Hindu, by occupation– Business, residing at Dhalua, P.S.– Narendrapur, Kolkata–700152, (3) **SRI PINTU DEBNATH** (PAN- AGHPD4819P) son of- Late Anil Debnath, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- L-7, Sreenagar Main Road, P.O. & P.S.- Panchasayar, Kolkata- 700094 and (4) **SRI PINTU MONDAL** (PAN- BWCPM7030B) son of- Sri Kanai Chandra Mondal, by faith- Hindu, by occupation- Business, residing at- Radhanagar, P.O.- Sonarpur, P.S.- Narendrapur, Kolkata- 700150, hereinafter called as the **DEVELOPER** (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**

AND

.....
, hereinafter jointly referred to as the “**BUYERS/PURCHASERS**” (which expression shall unless excluded by or repugnant to the context or subject be

deemed to mean and include their heirs, executors, legal representatives, administrators and/or assigns) of the **THIRD PART**

(The Landowners, Developer and Buyer/Purchaser are collectively referred to as the '**parties**' hereinafter)

WHEREAS:-

- I. The name of one Jogendra Kumar Majumder, son of- Late Baikuntha Kumar Majumder has been recorded as owner in the Revisional Settlement Record-of-Rights (Parcha) in respect of the land total measuring about 50 decimal out of which 4 decimal in R.S. Dag No. 427 & 46 decimal in R.S. Dag No. 428 both in Mouza- Dhalua.
- II. On 06.03.1964, by virtue of a Deed of Conveyance registered before District Registrar, Alipore and recorded in Book No. I, Volume No. 29, Pages 45 to 50, Being No. 578, for the year 1964, Jogendra Kumar Majumder sold the above-mentioned entire land of 50 decimal (i.e. 4 decimal in R.S. Dag No. 427 & 46 decimal in R.S. Dag No. 428 both in Mouza- Dhalua) to Sudhis Chandra Sengupta, Sunil Chandra Sengupta, Subrata Sengupta and Apurba Sengupta, all sons of- Late Jitendra Nath Sengupta.
- III. On 06.06.1966, by virtue of a Deed of Exchange registered before Sub. Registrar, Baruipur and recorded in

Book No. I, Volume No. 3, Pages 218 to 221, Being No. 232, for the year 1966, the above-named Sudhis Chandra Sengupta, Sunil Chandra Sengupta, Subrata Sengupta and Apurba Sengupta exchanged the land measuring about 6 cottahs 7 chittacks 0 sq. ft. from their total land in R.S. Dag No. 428 with Giribala Dey and simultaneously Giribala Dey exchanged the land measuring about 6 cottahs 7 chittacks 0 sq. ft. from her land in R.S. Dag No. 429 to Sudhis Chandra Sengupta, Sunil Chandra Sengupta, Subrata Sengupta and Apurba Sengupta.

IV. Thus, by virtue of the above-mentioned Deed of Conveyance and Deed of Exchange Sudhis Chandra Sengupta, Sunil Chandra Sengupta, Subrata Sengupta and Apurba Sengupta became the joint owners of the land in R.S. Dag No. 428 & 429 correspondence to L.R. Dag No. 444 & 445, both in Mouza- Dhalua and their names have been published in the L.R. Settlement Record-of-Rights (Parcha) in respect of their share in the said total land.

V. After the demise of Sudhis Chandra Sengupta on 29.01.1994 and that of his wife Madhabi Sengupta on 06.08.2012 their only son Debasish Sengupta and only daughter Sunanda Sengupta jointly inherited the share of land of Sudhis Chandra Sengupta from the said total land and their names have also been

published in the L.R. Settlement Record-of-Rights (Parcha) in respect of their share in the said total land.

VI. After the demise of Sunil Chandra Sengupta on 26.08.2013 and that of his wife Pratima Sengupta on 20.07.2013 their only son Abhijit Sengupta and only daughter Sutapa Sengupta jointly inherited the share of land of Sunil Chandra Sengupta from the said total land and their names have also been published in the L.R. Settlement Record-of-Rights (Parcha) in respect of their share in the said total land.

VII. After the demise of Subrata Sengupta on 24.02.2017 and that of his wife Ranu Sengupta on 31.10.2009 their only daughter Suparna Dasgupta inherited the share of land of Subrata Sengupta from the said total land and her name has also been published in the L.R. Settlement Record-of-Rights (Parcha) in respect of her share in the said total land.

VIII. Thus, by virtue of above-mentioned Deeds and by virtue of Law of Inheritance (1) Apurba Kumar Sengupta, son of- Late Jitendra Nath Sengupta, (2) Dr. Debasish Sengupta, son of- Late Sudhis Chandra Sengupta, (3) Sunanda Sengupta, wife of- Biswadip Sengupta and daughter of- Late Sudhis Chandra Sengupta, (4) Abhijit Sengupta, son of- Late Sunil Chandra Sengupta, (5) Sutapa Sengupta, wife of- Jayanta Sengupta and

daughter of- Late Sunil Chandra Sengupta and (6) Suparna Dasgupta, wife of- Baneshwar Dasgupta and daughter of- Late Subrata Sengupta – all 6 (six) of them became the joint owners of the land total measuring about 16 (sixteen) cottahs 12 (twelve) chittacks 42 (forty two) sq. ft., morefully and particularly described in the First Schedule written hereunder and thereafter by virtue of 2 (two) separate Sale Deeds as mentioned hereunder they sold the said entire land to Sukanta Kumar Mondal, son of- Sri Subir Mondal and Madhusudan Ojha, son of- Late Bisweswar Ojha (both being the Landowners herein):-

- a. (1) Apurba Kumar Sengupta (2) Dr. Debasish Sengupta (3) Sunanda Sengupta (4) Abhijit Sengupta (5) Sutapa Sengupta and (6) Suparna Dasgupta jointly sold the land total measuring about 11 (eleven) cottahs 15 (fifteen) chittacks 10 (ten) sq. ft. be the same a little more or less out of which 9 cottahs 6 chittacks 0 sq. ft. of land from 35 decimal out of total 46 decimal in R.S. Dag No. 428 correspondence to L.R. Dag No. 444 and 2 cottahs 9 chittacks 10 sq. ft. of land from total 15 decimal in R.S. Dag No. 429 correspondence to L.R. Dag No. 445 under R.S.

Khatian No. 223, L.R. Khatian No. 2365, 2367, 2368, 4828, 4848 & 4849 both in Mouza- Dhalua, J.L. No. 43 to the Landowners herein by virtue of a Sale Deed registered on 30.12.2022 before DSR-III, Alipore and recorded in Book No. I, Volume No. 1603-2023, Page from 28227 to 28253, Being No. 20447, for the year 2022.

b. (1) Apurba Kumar Sengupta (2) Dr. Debasish Sengupta (3) Sunanda Sengupta (4) Abhijit Sengupta (5) Sutapa Sengupta and (6) Suparna Dasgupta jointly sold the land total measuring about 4 (four) cottahs 13 (thirteen) chittacks 32 (thirty two) sq. ft. be the same a little more or less out of which 3 cottahs 10 chittacks 32 sq. ft. of land from 35 decimal out of total 46 decimal in R.S. Dag No. 428 correspondence to L.R. Dag No. 444 and 1 cottah 3 chittacks 0 sq. ft. of land from total 15 decimal in R.S. Dag No. 429 correspondence to L.R. Dag No. 445 under R.S. Khatian No. 223, L.R. Khatian No. 2365, 2367, 2368, 4828, 4848 & 4849 both in Mouza- Dhalua, J.L. No. 43 to the Landowners herein by virtue of a Sale Deed registered on 30.12.2022 before DSR-III, Alipore and

recorded in Book No. I, Volume No. 1603-2023, Page from 29349 to 29375, Being No. 20449, for the year 2022.

- IX.** After purchasing the said total lands measuring about 16 (sixteen) cottahs 12 (twelve) chittacks 42 (forty two) sq. ft. by virtue of 2 (two) separate Sale Deeds, Sukanta Kumar Mondal and Madhusudan Ojha (the Landowners herein) amalgamated the said lands into one plot of land by virtue of a Deed of Amalgamation registered on 10.02.2023 before DSR-III, Alipore and recorded in Book No. I, Volume No. 1603-2023, Page from 65009 to 65024, Being No. 2007, for the year 2023.
- X.** Due to some typographical error regarding the Holding No. in respect of the land as mentioned in the Schedule written hereunder in the above-mentioned 2 (two) Sale Deeds (i.e. Deed No. 20447 of 2022 & Deed No. 20449 of 2022) as well as in the above-mentioned Deed of Amalgamation (i.e. Deed No. 2007 of 2023) the Landowners herein executed a Deed of Declaration to that effect, which was registered on 15.02.2023 before DSR-III, Alipore and recorded in Book No. IV, Volume No. 1603-2023, Page from 1518 to 1530, Being No. 93, for the year 2023.

XI. Thereafter the Landowners herein mutated their names in the L.R. Record-of-Rights (Parcha) in respect of the said total land measuring about 16 (sixteen) cottahs 12 (twelve) chittacks 42 (forty two) sq. ft. and separate L.R. Parcha has been issued in their respective names and the landowners herein also mutated their names in the Assessment Records of Rajpur Sonarpur Municipality and with an intention to construct a multi-storied building on their said total land the Landowners herein obtained a building sanctioned plan bearing sanction No. **SWS-OBPAS/2207/2023/2827 dated 02.03.2024** duly sanctioned from Rajpur Sonarpur Municipality and obtained the sanction of a G+4 storied building on their said First Schedule land.

XII. Thereafter, Sukanta Kumar Mondal and Madhusudan Ojha (the Landowners herein) entered into a Development Agreement with Development Power of Attorney with S.P. CONSTRUCTION (the Developer herein) which was registered on 13.03.2024 before D.S.R.-III, Alipore and recorded in Book No. I, Volume No. 1603-2024, Pages 100684 to 100725, Being No. 4330 for the year 2024;

XIII. The Said Land as mentioned in the First Schedule hereunder is earmarked for the purpose of building a G+4

storied residential building project, comprising flats, commercial spaces and car-parking spaces and the said project shall be known as AASHRAY GLORY and the Developer herein has obtained requisite permission from the competent authority under the provision of West Bengal Real Estate Regulatory Authority (WBREERA) vide permission no.....dated

XIV. The Purchasers herein after inspecting all the legal papers, sanctioned plan and position of the building approached the Developer to purchase the Flat No. situated on the Floor measuring more or less sq. ft. carpet area equivalent to sq. ft. super built up area and a covered car-parking space at the Ground Floor (being the allocations of the Developer herein as per the above-mentioned Development Agreement with Development Power of Attorney dated 13.03.2024) of the said G+4 storied building named as **“AASHRAY GLORY”** 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 that the Developer would sale the aforesaid Flat and a covered car-parking space to the Purchasers 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, and in consideration of the said total sum of Rs./- (Rupees) only has been paid by the Purchasers to the Developer by way of full and final payment for the cost of construction of the said flat and a covered car-parking space to be credited in the Landowners and Developer's account and the cost of the proportionate share of land and common spaces also to be credited to the account of the Landowners and Developer and the rights and properties appurtenant thereto. The Developer by Memo of receipt hereunder admit and acknowledge and of and from the payment of the same the Landowners and Developer forever release, discharge, acquit and exonerate the Purchasers the property hereby granted, transferred and conveyed, the Landowners and Developer do hereby grant, sell, transfer, convey, assign and assure and the

Landowners and Developer hereby confirms the same unto and in favour of the Purchasers **ALL THAT** the Flat and car-parking space as stated in the Second Schedule together with undivided proportionate share in the land which is morefully and particularly mentioned and described in the Second Schedule hereunder and 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 **TOGETHER WITH** the rights of exclusive use and enjoyment of all other rights and liberties or at any time hereafter was situated, butted, bounded, called, known, numbered, described and distinguished **AND ALL THAT** the estate, right, title, and/or interest of the Landowners and Developer in the aforesaid properties and all deeds, paths, Monuments of title whatsoever exclusively relating to the properties aforesaid **TOGETHER WITH** proportionate right and/or share in roof, all passages, sewers, drains, pipes, benefits, advantages of all manner of former or other rights, liberties, privileges, appendages and appurtenances thereto the easements and/or quasi-easement and other stipulations and/or provisions in connection with the beneficial

use and enjoyment of the properties all hereafter collectively called ("the property") free from all encumbrances 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 Purchasers absolutely and forever as heritable and transferable immovable properties within the meaning of any law for the time being in force and also subject to the payment of all rents, taxes, assessments, rates dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof 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.

THE LANDOWNERS AND DEVELOPER HEREBY COVENANT WITH THE PURCHASERS as follows :-

(i) That the interest which the Landowners and Developer profess, transfer subsists and the Landowners and Developer 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 and Developer hereby confirms the same unto and in favour of the Purchasers absolutely and forever.

(ii) **AND THAT** the Landowners and Developer 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 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 covered 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 and Developer 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 and Developer.

(iv) The Purchasers 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 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 their own use, without any suit, lawful eviction interruption, disturbance, claims or demands whatsoever

from or by the Landowners and Developer or any person or persons lawfully claiming or to claim through under or in trust for the Landowners and Developer 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 and Developer.

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

(vii) The Purchasers, shall hereafter, have the right to mutate their names in the Records of the Rajpur Sonarpur Municipality or any other authority or authorities concerned, as owners of the said flat and a covered 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, rights and properties appurtenant thereto and until and unless the unit is separately assessed the Purchasers will pay proportionate share of rates and taxes.

(viii) The Purchasers 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 and Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers or at any hearing, suit, to the Purchasers and/or the agent/s of the Purchasers 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 and 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 rights and properties in any manner whatsoever.

AND IT IS HEREBY AGREED BY AND BETWEEN THE LANDOWNERS AND DEVELOPER AND THE PURCHASERS as follows:

(1) The Purchasers 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) or usually held used occupied or enjoyed or reputed so to be or know as part parcel thereof or appertaining thereto.

(2) The Purchasers shall be entitled to the right or access in common with the Landowners and Developer 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 Purchasers 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 covered car-parking space and pathways comprised with the said building therein contained shall permit the Purchasers or any person deriving title under the Purchasers 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 Purchasers shall have the right of protection of the said Flat and a car-parking space and to be kept safe and perfect of all portions of the Flat including the entire premises.

(5) The Purchasers 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 for the purpose whatsoever.

(6) The Purchasers 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 AND DEVELOPER as follows:-

i) The Purchasers 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 and common expenses and all other outgoing described in the Fourth Schedule hereunder proportionately.

ii) The Purchasers shall not raise any unreasonable objection in respect of the said flat and put any requisition concerning the nature, scope and extent thereof.

iii) The Purchasers shall regularly and punctually pay and discharge all rates, taxes, surcharge, common expenses impositions and all other outgoing in respect of the said flat 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 after its completion and the rights and properties.

iv) The Purchasers shall apply for and have the said flat, rights, and properties mutated in her name and separately assessed for the purpose of assessment of Municipal rates and taxes.

v) Until such time the said flat and the rights and properties in the Building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the Purchasers shall deposit the same with the Landowners and Developer, until the Association is formed by the Landowners and 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 and the rights and properties for the purpose of liability of Municipal Rates and taxes and impositions the Purchasers 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 Purchasers 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 Purchasers 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 Purchasers in complying with her 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 Purchasers 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 and Developer to the Purchasers.

ix) The Purchasers hereby undertakes to enter as a member of the Flat Owners' Association to be formed by the Landowners and 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 Purchasers undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Purchasers shall co-operate with the Landowners and Developer and thereafter with the owners' Association and pay their 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 Landowners and Developer for all liabilities due to non-fulfillment of their respective obligation hereunder.

xi) The Purchasers 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 PURCHASERS 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 and Developer.
- ii.** Not 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 and 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.
- 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 obstruct in any manner the Landowners and Developer in construction of other blocks or transferring any right in or on the land, building or other flat etc.

ix. Not to claim any partition or sub-division of the said land or the common parts.

x. The Purchasers along with other co-Purchasers and occupiers in the Building shall not have any right to block any common passage, so long the utility provided to the Purchasers and occupiers is not obstructed and/or hampered in the event of ingress and egress.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land)

ALL THAT piece and parcel of the land total measuring about **16 (sixteen) cottahs 12 (twelve) chittacks 42 (forty two) sq. ft.** be the same a little more or less out of which 13 cottahs 0 chittack 32 sq. ft. of land from 35 decimal out of total 46 decimal in R.S. Dag No. 428 correspondence to L.R. Dag No. 444 and 3 cottahs 12 chittacks 10 sq. ft. of land from total 15 decimal in R.S. Dag No. 429 correspondence to L.R. Dag No. 445 under R.S. Khatian No. 223, L.R. Khatian No. 4920 & 4921 both in Mouza- Dhalua, J.L. No. 43, **Holding No. 1408, Dhalua Madhya**, Police Station – Narendrapur (previously Sonarpur), A.D.S.R.- Garia (previously

Sonarpur) together with all easement rights under the jurisdiction of Ward No. 2 of Rajpur Sonarpur Municipality and District South 24-Parganas and the said land is butted and bounded as follows:- (adjacent to Nabapally Main Road).

ON THE NORTH : By R.S. Dag No. 428 (P) & 429 (P);
 ON THE SOUTH : By R.S. Dag No. 423;
 ON THE EAST : By R.S. Dag No. 423;
 ON THE WEST : By 35 feet wide Nabapally Main Road;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the flat and car-parking space)

ALL THAT Flat No. "....." situated on the
 Floor measuring more or less sq. ft. carpet area equivalent to
 **sq. ft. super built up area** together a **covered car-**
parking space measuring about **135 sq. ft. useable area** at the
Ground Floor of the said G+4 storied building named as "**AASHRAY**
GLORY" alongwith undivided proportionate share of land in the
Holding No. 1408, Dhalua Madhya, which is more fully and
 particularly described in the First Schedule written hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND INSTALLATIONS)

1. Paths, passages and driveways in the Building earmarked by the Developer as common for all Flat owners.
2. Lift & Staircase lobby and landings with lift & 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 flats 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 flat owners 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.
10. Room for darwan /security guard, caretaker's office in the Ground Floor of the building.
11. Boundary walls.
12. The roof of the Block.
13. AC community hall.
14. CCTV.

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 Purchasers 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 Purchasers or used by them 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 Purchasers 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, 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).
6. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
7. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
8. **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 Purchasers

MEMO OF CONSIDERATION

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

Cheque No.	Bank	Date	Amount

WITNESSES :

1.

Signature of the Developer

2.

Drafted by –

Dibakar Bhattacharjee
 Advocate
 High Court, Calcutta.