

SALE DEED

THIS SALE DEED is made on the _____ day of _____,
_____ (Two Thousand Twenty _____) A.D.

BETWEEN

GRAND SPACE INFRA(PAN-AAOFG0646C) a Partnership Firm registered under the provisions of Indian Partnership Act, 1932, having its office at- Aligunj, Library Road, Post- Midnapore, P.S.- Kotwali, Dist- Paschim Medinipur, Pin- 721101, and represented by its Partners namely **(1) SRI ARDHENDU SARKAR** (PAN- ASTPS6660H) (AADHAAR NO 532438238418) son of- Sri Amalendu Sarkar, by Caste- Hindu, by occupation- Business, residing at- Kotwali Bazar, P.O. & P.S. - Medinipur, District- Paschim Midnapore, Pin- 721101, **(2) SRI SWAPAN KUMAR JANA** (PAN- AGMPJ8204F) (AADHAARNO 890627383836) son of- Late Tarak Bramha Jana, by caste- Hindu, Occupation: Business, residing at- Mahul Apartment, Block- B, Flat No. 4D, Aligunj, P.O. & P.S.- Medinipur, District:- Paschim Midnapore, Pin- 721101, **(3) SRI SUDIPTA BOSE** (PAN- AGRPB9616J) (AADHAARNO 726611211322) son of- Sri Tulsi Charan Bose, by caste- Hindu, by occupation- Business, residing at- Colonelgola, P.O. & P.S.- Medinipur, District:-Paschim Midnapore, Pin-721101, **(4) SRI SUBRATA SARKAR**

(PAN- AKAPS8095B) (AADHAAR NO 618698353047) son of- Bhujanga Bhusan Sarkar, by Caste: Hindu, by occupation- Retired Person, residing at- Mirbazar, P.O. & P.S.- Medinipur, District:- Paschim Midnapore, Pin- 721101, self & represented by Vide a General Power Of Attorney being No. 887 of the Year 2022 **(5) SRI BIJOY KUMAR DAS** (PAN- AFCPD0394P) (AADHAAR NO 275838871028) son of- Late Purna Chandra Das, by Caste- Hindu, by occupation- Business, residing at- Chirimarsai, P.O. & P.S.- Medinipur, District:- Paschim Midnapore, Pin- 721101, all are Citizen Of India, hereinafter referred to as the "**OWNER/ DEVELOPER/ PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, legal representatives and permitted assigns) of the **FIRST PART**

AND

| OWNER/ PROMOTER | ALLOTTEES/ PURCHASER | ALLOTTEES/ PURCHASER |
|------------------------|---------------------------------|---------------------------------|
| | | |
| | | |

AND

1. **SRI** _____, (PAN-_____) (AADHAAR NO. _____) Son of _____, by Caste- _____, by occupation- _____,
 2. **SRI** _____, (PAN-_____) (AADHAAR NO. _____) Son of _____, by Caste- _____, by occupation- _____,
- Both are residing at _____, P.O. & P.S.- _____, District:- _____, Pin- _____, Citizen Of India, hereinafter called the "**ALLOTTEES/PURCHASERS**" (which

expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**

WHEREAS:

1. GRAND SPACE INFRA, a Partnership Firm having its office at Megha Apartment, Shop No-1/S8, Golekua Chawk, Library Road, Midnapore, Dist- Paschim Medinipur, Pin - 721101 and represented by its partners SRI ARDHENDU SARKAR son of- Sri Amalendu Sarkar, and SRI SWAPAN KUMAR JANA, son of- Late Tarak Bramha Jana and SRI SUDIPTA BOSE, son of- Tulsi Charan Bose and SRI SUBRATA SARKAR son of- Late Bhujanga Bhusan Sarkar and SRI BIJOY KURMAR DAS, son of- Late Purna Chandra Das purchased the land measuring more or less 0.0039 acre/168.27 sq. ft. and 0.0076 acre/ 334.78 in Mouza-Kamararah, R.S. Dag No. 615 (Part), L.R. Dag No. 1521/1660 (Part), L.R. Khatian No. 49/1 from Harendra Nath Singha, S/o- Late Mrigendra Nath Singha by virtue of a Sale Deed registered on 17.04.2019 before D.S.R.- I, Paschim Midnapore and recorded in Book No.- I, Volume No.- 1001-2019, Pages 47706 to 47745, Being No.- 100102398 for the year 2019.
2. GRAND SPACE INFRA, a Partnership Firm having its office at Megha Apartment, Shop No-1/S8, Golekua Chawk, Library Road, Midnapore, Dist- Paschim Medinipur, Pin - 721101 and represented by its partners SRI ARDHENDU SARKAR son of- Sri Amalendu Sarkar, and SRI SWAPAN KUMAR JANA, son of- Late Tarak Bramha Jana and SRI SUDIPTA BOSE, son of- Tulsi Charan Bose and SRI SUBRATA SARKAR son of- Late Bhujanga Bhusan Sarkar and SRI BIJOY KURMAR DAS, son of- Late Purna Chandra Das purchased the land measuring more or less 0.1875 acre/8166.50 sq. ft. in Mouza-Kamararah, R.S. Dag No. 615 (Part), L.R. Dag No. 1521/1660 (Part), L.R. Khatian No. 49/1 from Harendra Nath Singha, S/o- Late Mrigendra Nath Singha by virtue of a Sale Deed registered on 17.04.2019 before D.S.R.- I, Paschim Midnapore and recorded in Book No.- I, Volume No.- 1001-2019, Pages 47746 to 47779, Being No.- 100102399 for the year 2019.

3. GRAND SPACE INFRA, a Partnership Firm having its office at- Megha Apartment, Shop No-1/S8, Golekua Chawk, Library Road, Midnapore, Dist- Paschim Medinipur, Pin - 721101 and represented by its partners SRI ARDHENDU SARKAR son of- Sri Amalendu Sarkar, and SRI SWAPAN KUMAR JANA, son of- Late Tarak Bramha Jana and SRI SUDIPTA BOSE, son of- Tulsi Charan Bose and SRI SUBRATA SARKAR son of- Late Bhujanga Bhusan Sarkar and SRI BIJOY KURMAR DAS, son of- Late Purna Chandra Das purchased the land measuring more or less 0.0031 acre/136 sq. ft. in Mouza-Kamararah, R.S. Dag No. 615 (Part), L.R. Dag No. 1521/1660 (Part), L.R. Khatian No. 928/1 from Rakesh Chakraborty S/o- Late Ranjit Chakraborty by virtue of a Sale Deed registered on 16.11.2020 before D.S.R.- II, Paschim Midnapore and recorded in Book No.- I, Volume No.- 1002-2022, Pages 131478 to 131498, Being No.- 100207145 for the year 2022.
4. GRAND SPACE INFRA, a Partnership Firm having its office at- Megha Apartment, Shop No-1/S8, Golekua Chawk, Library Road, Midnapore, Dist- Paschim Medinipur, Pin - 721101 and represented by its partners SRI ARDHENDU SARKAR son of- Sri Amalendu Sarkar, and SRI SWAPAN KUMAR JANA, son of- Late Tarak Bramha Jana and SRI SUDIPTA BOSE, son of- Tulsi Charan Bose and SRI SUBRATA SARKAR son of- Late Bhujanga Bhusan Sarkar and SRI BIJOY KURMAR DAS, son of- Late Purna Chandra Das purchased the land measuring more or less 0.0038 acre/167 sq. ft. in Mouza-Kamararah, R.S. Dag No. 615 (Part), L.R. Dag No. 1521/1660 (Part), L.R. Khatian No. 535/1 from Ram Chandra Sahu S/o- Late Gopal Chandra Sahu by virtue of a Sale Deed registered on 10.02.2023 before D.S.R.- II, Paschim Midnapore and recorded in Book No.- I, Volume No.- 1002-2023, Pages 17448 to 17468, Being No.- 100201096 for the year 2023.
5. GRAND SPACE INFRA, a Partnership Firm having its office at- Megha Apartment, Shop No-1/S8, Golekua Chawk, Library Road, Midnapore, Dist- Paschim Medinipur, Pin - 721101 and represented by its partners SRI ARDHENDU SARKAR son of- Sri Amalendu Sarkar, and SRI SWAPAN KUMAR JANA, son of- Late Tarak Bramha Jana and SRI SUDIPTA BOSE, son of- Tulsi Charan

Bose and SRI SUBRATA SARKAR son of- Late Bhujanga Bhusan Sarkar and SRI BIJOY KURMAR DAS, son of- Late Purna Chandra Das purchased the land measuring more or less 0.0039 acre/170 sq. ft. in Mouza-Kamararah, R.S. Dag No. 615 (Part), L.R. Dag No. 1521/1660 (Part), L.R. Khatian No. 535/1 from Uma Roy Chowdhury w/o- Bidyutgati Roy Chowdhury by virtue of a Sale Deed registered on 25.04.2023 before A.D.S.R.-Midnapore, Paschim Midnapore and recorded in Book No.- I, Volume No.- 1003-2023, Pages 23324 to 23348, Being No.- 100201196 for the year 2023.

By virtue of the above-mentioned 5 (five) Sale Deeds GRAND SPACE INFRA (the owner herein) became the owner of the land total measuring about 20.98 decimal, as morefully and particularly described in the First Schedule hereunder and the owner herein also mutated its name in the L.R. Record-of-Rights as well as in the Assessment Records of Midnapore Municipality.

- A.** Thereafter the Owner/ Developer/ Promoter herein submitted a building plan to be sanctioned in respect of the land as described in the First Schedule hereunder and got the sanctioned building plan bearing sanction no. _____ dated _____ duly sanctioned from Midnapur Municipality;
- B.** The Said Land is earmarked for the purpose of building a Residential cum Commercial building project comprising G+V storied building and the said building project shall be known as “**MIRAS**”.
- C.** The Allotees/Purchasers herein after inspecting all the legal papers, sanctioned plan and position of the building approached the Owner/ Developer/ Promoter to purchase the **Flat Being No. _____ measuring about _____ sq. ft. Built Up area useable area at the _____ Floor and a Car Parking Space in Ground Floor being Parking No. _____ measuring about _____ Sq. Ft.** in the said building complex named as “**MIRAS**” and together with the undivided proportionate share of land as more fully described in Second Schedule hereunder and it has been inter alia agreed between the parties that the Owner/ Developer/ Promoter would sale the aforesaid Flat to the Allotees/Purchasers herein for a consideration

of Rs. _____/- (Rupees _____) 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:-

In pursuance of the said agreement and in consideration of the said sum of Rs. _____/- (Rupees _____) paid by the Allotees / Purchasers to the Owner/ Developer/ Promoter by way of full and final payment for the price of the said flat to be credited in the Owner/ Developer/ Promoter account and the price of the proportionate share of land and common spaces also to be credited to the account of the Owner/ Developer/ Promoter and the rights and properties appurtenant thereto AND the Owner/ Developer/ Promoter hereby as also by Memo of receipt hereunder admit and acknowledge and of and from the payment of the same the Owner/ Developer/ Promoter forever release, discharge, acquit and exonerate the Allotee /Purchaser the said flat and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Allotee/Purchaser, the Owner/ Developer/ Promoter do hereby grant, sell, transfer, convey, assign and assure AND the hereby confirms the said sale and transfer of the said properties unto and in favour of the Allotees/Purchasers ALL THAT the Flat as stated in the Second Schedule Being **Flat Being No. _____ measuring about _____ sq. ft. Built Up area useable area at the _____ Floor and a Car Parking Space in Ground Floor being Parking No. _____ measuring about _____ Sq. Ft.** of the said building named as “**MIRAS**” with undivided proportionate share in the land more fully 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 wet and enjoyment of all existing other rights and liberties AND which shall at any time hereafter be added and found therewith and which were and shall be howsoever at any time otherwise be situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate, right, title, and/or interest of the Owners/Owner/ Developer/ Promoter /Promoter in the aforesaid properties AND all deeds, paths, muniments of title whatsoever exclusively relating to the said Lands TOGETHER WITH proportionate right and/or share in roof, the said building and also together with like right/share in all passages, sewers, drains, pipes, benefits, advantages of all manner of former or other rights, liberties, privileges, appendages and appurtenances thereto and the easements and/or quasi-easement and other stipulations and/or provisions in connection with the beneficial use and enjoyment of the said properties all hereafter collectively called (“the property”) free from all encumbrances cheques and or alienation whatsoever TO HAVE AND TO HOLD the property including the flat and Rights and properties appurtenant thereto and each and every part thereof unto and to the use of the Allotees/Purchasers 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, Midnapur 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 OWNER/ DEVELOPER/ PROMOTER HEREBY COVENANT WITH THE ALLOTEE/ PURCHASER as follows:-

(i) That the interest which the Owner/ Developer/ Promoter and profess, transfer subsists and the Owner/ Developer/ Promoter and has good right, title, full power and absolute authority to grant, convey, transfer, assign and assure the property hereby granted, sold, conveyed, transferred, assigned and assured and the Owner/

Developer/ Promoter and hereby confirms the same unto and in favour of the Allotee/ Purchaser absolutely and forever.

(ii) AND THAT the Owner/ Developer/ Promoter and has not at any time done or executed or knowingly suffered or been party or privy to any deeds, documents or writing whereby the property i.e. the said flat and 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 as stated in the Second Schedule, the land share and the rights and interest appurtenant thereto) is free from all charges, mortgages, liens, attachments, leases, acquisition, requisition, restrictions, litigations, lispendences, covenants, uses, trusts, made or suffered by the Owners /Owner/ Developer/ Promoter/Promoter and or any person or persons arising or lawfully rightfully and/or equitably claiming any estate or interest therein from under or in trust for the Owners /Owner/ Developer/ Promoter/Promoter.

(iv) The Allotees/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 her own use, without any suit, lawful eviction interruption, disturbance, claims or demands whatsoever from or by the Owner/ Developer/ Promoter and or any person or persons lawfully claiming or to claim through under or in trust for the Owner/ Developer/ Promoter and and all persons having or lawfully claiming any estate, right, or interest whatsoever at law for the property hereby granted, sold, conveyed, expressed so to be by from under or in trust for the Owners /Owner/ Developer/ Promoter/Promoter.

(v) That the Owner/ Developer/ Promoter and shall from time to time and at all times hereafter upon every reasonable requests and at all the cost of the Allotees/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 forever discharged from and by the Owners /Owner/ Developer/ Promoter /Promoter and unto and in favour of the Allotees/Purchasers.

(vii) The Allotees/Purchasers, shall hereafter, has the right to mutate their names in the Records of the Midnapur Municipality or any other authority or authorities concerned, as owner of the said flat and 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 Allotees/Purchasers will pay proportionate share of rates and taxes.

(viii) The Allotees/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 Owners / Owner/ Developer/ Promoter / Promoter shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Allotees/Purchasers or at any hearing, suit, to the Allotee and/or the agent/s of the Allotees/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 Owner/ Developer/ Promoter as the case may be, shall keep all such documents safe whole un-obliterated and shall not use any of such document from alienating and/or encumbering the said flat and rights and properties in any manner whatsoever.

AND IT IS HEREBY AGREED BY AND BETWEEN THE OWNER/ DEVELOPER/ PROMOTER AND THE ALLOTEES/PURCHASERS as follows:-

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

(3) The Allotees/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 pathways comprised with the said building therein contained shall permit the Allotees/Purchasers or any person deriving title under the Allotees/Purchasers and/or servants, nominees, employees invites be obstructed in anyway by parking vehicles deposit or materials rubbish or otherwise will have free passage by any person or persons.

(4) The Allotees/Purchasers will have the right of protection of the said Flat to be kept safe and perfect of all portions of the Flat including the entire premises.

(5) The Allotees/Purchasers will 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 for the purpose whatsoever.

(6) The Allotees/Purchasers will 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 ALLOTEE/ PURCHASER BOTH HEREBY COVENANT
WITH THE OWNER/ DEVELOPER/ PROMOTER** as follows:-

- i)** The Allotees/Purchasers shall observe, fulfil 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 Allotees/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 Allotees/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 Owner/ Developer/ Promoter/Promoter 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 Allotees/Purchasers shall apply for and have the said flat, 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 the rights and properties in the Building be not separately assessed and/or mutated in respect of Municipal rates and taxes or impositions, the Allotee/ Purchaser shall deposit the same with the Owners/ Owner/ Developer/ Promoter/ Promoter, until the Association is formed by the Owners/ Owner/ Developer/ Promoter/ Promoter and takes over actual maintenance and management of the common parts, the proportionate amount as may be required from time to time towards maintenance and management of the common parts and payments of Municipal rates and rates.
- vi)** Upon separation and/or mutation of the said flat and the rights and properties for the purpose of liability of Municipal Rates and taxes and impositions the Allotee /Purchaser shall pay such Tax, impositions as may be assessed in respect of the said flat and the rights and properties directly to the Midnapur Municipality.

vii) The Allotees/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 Allotees/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 Allotees/Purchasers 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 Allotees/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 Owners /Owner/ Developer/ Promoter/Promoter to the Allotees/Purchasers.

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

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

xi) The Allotees/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 ALLOTEE/ PURCHASER SHALL NOT DO THE FOLLOWING IN CONNECTION WITH THE USE AND ENJOYMENT OF THE FLAT AND COMMON PARTS THERE OF:

- 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 Owner/ Developer/ Promoter.
- ii. Not to refuse to pay from the time after completion /handing over of the said flat proportionate share of the common expenses as will be required.
- iii. Not to do anything whereby the Owners/Owner/ Developer/ Promoter /Promoter's right and liberty is affected.
- iv. Not to throw any rubbish or stone or any article or combustible goods in the common parts.
- v. Not to carry on any obnoxious, noisy offensive, illegal or immoral activities in the said flat.
- 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 obstruct in any manner the Owners/Owner/ Developer/ Promoter /Promoter in construction of other blocks or transferring any right in or on the land, building or other flat etc.
- x. Not to claim any partition or sub-division of the said land or the common parts.
- xi. Not to block any common passage, so long the utility provided to the Allotees/Purchasers and occupiers is not obstructed and/or hampered in the event of ingress and egress.

THE OWNER/ DEVELOPER/ PROMOTER AND THE COVENANTS WITH THE ALLOTEE / PURCHASER THAT:-

- i. The Allotees/Purchasers shall be entitled to all rights privileges vertical and lateral supports easements and quasi easements and appurtenances whatsoever belonging or in anywise appertaining to the said flat or therewith usually held occupied or enjoyed or refused or known as part and parcel of the said flat excepting the rights of easements and quasi easements reserving unto the Vendor.
- ii. The right of access in common with the Owners and other flat owners and occupiers of the building at all times for peaceful enjoyment possession and use of the said flat.
- iii. The right of protection of the said flat by or from all parts of the building so far as they now protect the same.
- iv. Right of passage in common as aforesaid of electricity, telephone, telex and common services from and to the said flat through the cables already laid by the Owner/ Developer/ Promoter/Promoter for the purpose and so far as shall be necessary for the beneficial enjoyment of the said flat and for all lawful purposes whatsoever.

THE PURCHAERS SHALL REGULARLY AND PUNCTUALLY PAY:

1. The proportionate share of the common expenses.
2. All costs of the maintenance, opening, replacing, repairing, white washing, painting, decorating, redecorating, lighting, the common portions and common areas of the said building.
3. The salary of all persons employed for the common purpose including security personnel, darwans, sweepers, plumbers, electricians, etc.
4. Insurance premium for insuring the building, if any.
5. All charges and deposits for the common utilities to the said building and/or the premises.
6. Whatsoever taxes payable to Midnapore Municipality and/or any other local authority and/or any other competent authority in respect of the

land and the said building save those separately assured on the purchasers' flat.

7. Cost of formation and operation of the association of the flat owners within the complex.

8. Cost of running, maintaining, repairs and replacement of transformers, pumps and other common installations including their license fees, taxes and other levies, if any.

9. Electricity charges for electrical energy consumed for the operation of the common amenities, lighting of parking area, stair cases, lobbies, roofs, gate, pumps, lifts, generator and other common facilities whatsoever.

10. All litigations expenses incurred for the common purposes and related to the common use and enjoyment of the common portions.

11. All other taxes, expenses, rates, other levies, etc. as may be necessary or incidental or liable to be paid by the flat owners in common including such account as may be fixed for creating a fund for replacement, renovation, painting and/or periodical repairing of the common portions.

THE ALLOTEES/PURCHASERS DOTH HEREBY CONFIRM AND DECLARE AND AGREE THAT :-

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

Allotees/Purchasers to the said unit in terms of these presents as shall be reasonable required by the Allotees/Purchasers.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land)

ALL THAT piece and parcel of the land total measuring about 20.98 decimal be the same a little more or less comprised in and formed under Mouza - Kamararah, J.L. No. 187, R.S. Dag No. 615 (Part), L.R. Dag No. 1521/1660 (Part), Holding No. 680/A, within Ward No. 09, of Medinipur Municipality under Sub-Registry Office- Medinipur, Police Station- Kotwali, District- Paschim Medinipur and the said land is butted and bounded as follows:-

ON THE NORTH : TATA TISCON DISTRIBUTOR

ON THE SOUTH : P.W.D ROAD

ON THE EAST : Vacant Land & Residential Building Of Land Owner

ON THE WEST : RESIDENTIAL BUILDING

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the flat)

ALL THAT piece and parcel of the Flat Being No. _____ , _____ BHK measuring about _____ sq. ft. Built Up area useable area at the _____ Floor and a Car Parking Space in Ground Floor being Parking No. _____ measuring about _____ Sq.Ft. of the said G+V storied building named as "MIRAS" together with the undivided proportionate share of land in the Holding No.- 680/A, which is more fully and particularly described in the First Schedule written hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas and Facilities)

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

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. **MAINTENANCE**: All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the block and enjoyed or used by the Allotee in common with other occupiers or serving more

than one Unit/Flat and other saleable space at the said land, main entrance and exit gates, lift/elevators, landings and staircases of the said block and enjoyed by the Allotee or used by him in common as aforesaid and the boundary walls of the land, compounds etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said land so enjoyed or used by the Allotee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL** : All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator, Fire Fighting equipments and accessories, Security Systems, Deep Tube Well etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Owner or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the land (save those assessed separately in respect of any Unit).
6. **INSURANCE** : Insurance premium for insurance of the said Complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Owner and/or the Association for the common purposes.

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

Signature of the Owners/Developer/Promoter

Signature of the Allotees/Purchasers

MEMO OF CONSIDERATION

Received from the within named Purchasers the above mentioned sum of Rs. _____ (Rupees _____) only paid by cheque or Online Transfer.

Signature of the Owner/ Developer/ Promoter

Sale Value Of the Flat:- **Rs.** _____/-

Govt. Assessed Market Value:- **Rs.** _____/-

WITNESS & IDENTIFIER:-

WITNESS :-Signature :-

Name:- **Sri** _____

S/O:- _____

Religion :- _____,

Occupation:- _____

Of:- _____,

P.O & P.S.- _____

Pin- _____

Drafted by me :-

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Computerized by me :-

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As per Registration Act of Government of West Bengal I / We, Vendor / Vendee give my / our 10 (Ten) finger impressions of both hands:-

1. Impressions of Left Hand Fingers of "PURCHASER" (SRI/SMT _____)

| | | | | |
|--------------|--------------|---------------|-------------|---------------|
| | | | | |
| Thumb Finger | Index Finger | Middle Finger | Ring Finger | Little Finger |

Impressions of Right Hand Fingers of "PURCHASER" (SRI/SMT _____)

| | | | | |
|--------------|--------------|---------------|-------------|---------------|
| | | | | |
| Thumb Finger | Index Finger | Middle Finger | Ring Finger | Little Finger |

SIGNATURE OF SRI/SMT _____

2. Impressions of Left Hand Fingers of "PROMOTER"(SRI/SMT _____)

| | | | | |
|--------------|--------------|---------------|-------------|---------------|
| | | | | |
| Thumb Finger | Index Finger | Middle Finger | Ring Finger | Little Finger |

Impressions of Right Hand Fingers of "PROMOTER"(SRI/SMT _____)

| | | | | |
|--------------|--------------|---------------|-------------|---------------|
| | | | | |
| Thumb Finger | Index Finger | Middle Finger | Ring Finger | Little Finger |

SIGNATURE OF SRI/SMT _____

GRAND SPACE INFRA
Sudipta Bose
Partner