

## **SALE DEED**

**THIS SALE DEED** is made on the        day of **June, 2025** (Two Thousand Twenty Five) **BETWEEN SMT. SUJATA MONDAL** (PAN- BZUPM9718B), wife of-- Late Tarit Kumar Mondal, by faith- Hindu, by nationality- Indian, by occupation- Housewife, residing at- East Tentulberia, (Near Five Star Club), P.O.- Panchpota, P.S.- Narendrapur, Kolkata 700152 – represented by her Lawful Constituted Attorney **SMT. SOMA MONDAL** (PAN- BCMPM8059E) wife of- Sri Sukanta Kumar Mondal, by faith– Hindu, by occupation– Housewife, by nationality- Indian, residing at- Dhalua, P.S.– Narendrapur, Kolkata –700152, hereinafter called and referred to as the **“OWNER”**

(which expression shall unless excluded by or repugnant to the context be deemed to mean and include her legal representative, heirs, successors, executors and/or assigns) of the **FIRST PART**

**A N D**

**“JAMUNA CONSTRUCTION”** a Proprietorship Firm having its Office at- 376, Dhalua Paschim Para, Dhalua, P.O. – Panchpota, P.S. – Narendrapur, Kolkata – 700152 and represented by its sole Proprietor **SMT. SOMA MONDAL** (PAN- BCMPM8059E) wife of- Sri Sukanta Kumar Mondal, by faith– Hindu, by occupation– Housewife, by nationality- Indian, residing at- Dhalua, P.S.– Narendrapur, Kolkata –700152, hereinafter called and referred to as the **“DEVELOPER”** (which terms or expressions shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**

**A N D**

.....  
....., hereinafter jointly called and referred to as the **“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 **THIRD PART**

**WHEREAS:-**

- A.** One Sri Kokil Chandra Naskar, son of Late Gopal Chandra Naskar while being the owner of the land as mentioned in the First Schedule hereunder with other lands sold the land measuring about

16.5 decimal or 10 cottahs from R.S. Khatian No. 219, R.S. Dag No. 975 & 976, Mouza- Tentulberia to Kankabati Mondal (since deceased), wife of- Bidhu Bhushan Mondal by virtue of a Sale Deed registered on 17.10.1977 before District Sub-Register, Alipur, and recorded in Book No. I, Volume No. 204, Pages 146 to 150, Being No. 6980 for the Year 1977.

**B.** After purchasing the said land Kankabati Mondal (since deceased) was enjoying the ownership of the same and she mutated and recorded her name in the L.R. Settlement Record-of-Rights (Parcha) and constructed a brick built building and started living thereon and thereafter on 13.01.2011, Kankabati Mondal (since deceased) gifted the land total measuring about 5 cottahs 2 chittacks 10 sq. ft. (out of which 2 cottahs 12 chittacks of land from R.S. Dag No. 975 and 2 cottahs 6 chittacks 10 sq. ft. of land from R.S. Dag No. 976) along with structures standing thereon to her daughter-in-law Smt. Sujata Mondal, being her one and only son's wife and her minor son Sayantan Mondal now major, the said Deed of Gift was registered in the office of the District Sub-Register-IV, Alipur, and recorded in Book No. I, CD Volume No. 1, Pages 4590 to 4603, Being No. 250 for the year 2011 and subsequently their names have been mutated in the L.R. Settlement Record-of-Rights (Parcha) in respect of the said lands.

**C.** After gifting the said land measuring about 5 cottahs 2 chittacks 10 sq. ft. as mentioned hereinabove Kankabati Mondal (since deceased) has been retaining the land measuring about 4 cottahs 13 chittacks 35 sq. ft. in R.S. Dag No. 976, Mouza- Tentulberia and after the demise of Kankabati Mondal on 22.06.2019, her husband Bidhu

Bhushan Mondal, her daughter-in-law Sujata Mondal and only grandson Sayantan Mondal – all 3 (three) of them jointly inherited the said land of 4 cottahs 13 chittacks 35 sq. ft. in R.S. Dag No. 976, Mouza- Tentulberia. BE IT TO BE NOTED THAT Tarit Kumar Mondal the only son of Kankabati Mondal and Bidhu Bhushan Mondal died unfortunately on 26.11.2013 leaving behind his mother Kankabati Mondal (now deceased) his wife Sujata Mondal and only son Sayantan Mondal as his legal heirs and successors.

- D.** After the death of Kankabati Mondal, her husband Bidhu Bhushan Mondal became the owner of the undivided half share of the said land measuring about 4 cottahs 13 chittacks 35 sq. ft. in R.S. Dag No. 976, Mouza- Tentulberia, i.e. the land measuring about 2 cottahs 6 chittacks 40 sq. ft. and said Smt. Sujata Mondal and her son Sri Sayantan Mondal became the joint Owner of the rest undivided half share, i.e. 2 cottahs 6 chittacks 40 sq. ft. of land in R.S. Dag No. 976, Mouza- Tentulberia including the structures standing thereon.
- E.** On 18.06.2020, Bidhu Bhushan Mondal by virtue of a Deed of Gift registered in the office of the A.D.S.R. Garia, and recorded in Book No. I, Volume No. 1629-2020, Pages 65483 to 65518, Being No. 1744 for the year 2020 gifted his undivided half share i.e. the land measuring about 2 cottahs 6 chittacks 40 sq. ft. in R.S. Dag No. 976, Mouza- Tentulberia, in favour of his daughter-in-law Smt. Sujata Mondal and his grandson Sri Sayantan Mondal.
- F.** By virtue of the above-mentioned Deed of Gifts, Sujata Mondal and Sayantan Mondal became the joint Owner of the land total measuring about 10 cottahs in R.S. Dag No. 975 & 976, Mouza-

Tentulberia, as morefully described in the First Schedule written hereunder and thereafter their names have been mutated in the L.R. Settlement Record-of-Rights (Parcha) as well as in the Assessment Records of Rajpur Sonarpur Municipality in respect of the said lands.

- G.** On 28.08.2020, Sayantan Mondal executed 2 (two) separate Deed of Gift in respect of his undivided 1/2th share in favour of his mother Sujata Mondal (the Landowner herein), the details of the Deed of Gift are as follows:- (i) Sayantan Mondal gifted his undivided 1/2th share in respect of the Bastu land total measuring about 4 cottahs 13 chittacks 35 sq. ft. together with tile shed structure measuring about 200 sq. ft., i.e. land area of 2 cottahs 6 chittacks 40 sq. ft. together with tile shed structure measuring about 100 sq. ft. in R.S. Dag No. 976, corresponding to L.R. Dag No. 993, R.S. Khatian No. 219, L.R. Khatian No. 308, Mouza- Tentulberia, the said Deed of Gift was registered before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2020, Pages 92749 to 92782, Being No. 2624 for the year 2020 and (ii) Sayantan Mondal gifted his undivided 1/2th share in respect of the Bastu land total measuring about 5 cottahs 2 chittacks 10 sq. ft. together with tile shed structure measuring about 300 sq. ft., i.e. land area of 2 cottahs 9 chittacks 5 sq. ft. together with tile shed structure measuring about 150 sq. ft. out of which 1 cottah 6 chittacks 0 sq. ft. in R.S. Dag No. 975, corresponding to L.R. Dag No. 992, R.S. Khatian No. 219, L.R. Khatian No. 3661 and 1 cottah 3 chittacks 5 sq. ft. in R.S. Dag No. 976, corresponding to L.R. Dag No. 993, R.S. Khatian No. 219, L.R. Khatian No. 3661, under Mouza- Tentulberia, the said Deed of Gift

was registered before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2020, Pages 92783 to 92815, Being No. 2625 for the year 2020.

- H.** Thus by virtue of the above-mentioned Deed of Gifts, Sujata Mondal (the Landowner herein) became the absolute owner of the land total measuring about 10 cottahs in R.S. Dag No. 975 & 976, Mouza- Tentulberia, and thereafter Sujata Mondal (the Landowner herein) mutated her name in the L.R. Record-of-Rights (Parcha) in respect of the said total land as mentioned in the First Schedule written hereunder and she also mutated her name in the Assessment Records of Rajpur Sonarpur Municipality and at present the Landowner herein has been enjoying the absolute ownership of the said lands without any interferences from anyone.
- I.** Thereafter, with an intention to construct a multi-storied building on the said land as mentioned hereinabove, Sujata Mondal (the present Landowner) entered into a Development Agreement with “JAMUNA CONSTRUCTION” a Proprietorship Firm having its Office at- 376, Dhalua Paschim Para, Dhalua, P.O. – Panchpota, P.S. – Narendrapur, Kolkata – 700152 and represented by its sole Proprietor SMT. SOMA MONDAL, wife of- Sri Sukanta Kumar Mondal (hereinafter referred to as the said Developer) which was registered on 06.12.2023 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2023, Pages 155910 to 155939, Being No. 5572 for the year 2023 and for smooth running of the said construction work Sujata Mondal (the present Landowner) executed a Registered Power of Attorney after Registered Development Agreement in favour of the said Developer which was

registered on 06.12.2023 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2023, Pages 155962 to 155982, Being No. 5577 for the year 2023.

- J.** That, the said Developer submitted a building sanction plan in respect of the land measuring about 10 cottahs, morefully described hereinabove at the cost and expenses of the said Developer and got the sanctioned building plan bearing sanction no. **SWS-OBPAS/2207/2025/0904 dated 14.05.2025** duly sanctioned from Rajpur Sonarpur Municipality.
- K.** The Said Land is earmarked for the purpose of building a residential building project comprising G+3 storied building.
- L.** The Developer herein has registered the said building project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority (WBREERA) at Kolkata vide registration no. WBREERA/P/SOU/2025/..... dated .....
- M.** The Purchasers herein after inspecting all the legal papers, sanctioned plan and position of the building approached the Developer to purchase the Flat Being No. .... at the ..... Floor measuring about ..... sq. ft. carpet area equivalent to ..... sq. ft. super built-up area and a covered car-parking space measuring about 135 sq. ft. useable area at the Ground Floor (being the allocation of the Developer herein as per the above-mentioned Development Agreement) of the said G+3 storied building 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 for Sale and in consideration of the said total sum of Rs. ....../- (Rupees ..... ) only paid by the Purchasers to the Developer by way of full and final payment for the price of the said flat and a covered 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 Owner and 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 Owner and Developer forever release, discharge, acquit and exonerate the Purchasers the said flat and a covered car-parking space and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Purchasers, the Owner and 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 Purchasers **ALL THAT** the Flat and car-parking space as stated in the Second Schedule **TOGETHER WITH** undivided proportionate share in the land morefully and particularly mentioned and described in the First 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 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 Owner and 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 covered 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 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 OWNER AND DEVELOPER HEREBY COVENANT WITH THE PURCHASERS** as follows:-

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

**(ii)** AND THAT the Owner and 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 covered 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 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 Owner and 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 Owner 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 and a covered 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 their own use, without any suit, lawful eviction interruption, disturbance, claims or demands whatsoever from or by the Owner and Developer and or any person or persons lawfully claiming or to claim through under or in trust for the Owner 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 Owner and Developer.

**(v)** That the Owner and Developer and 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 Owner and Developer and 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 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 and a covered car-parking space, 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 Owner 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 Owner 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 OWNER 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 and a covered 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 Purchasers shall be entitled to the right or access in common with the Owner and 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 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 covered car-parking space to be kept safe and perfect of all portions of the Flat and a covered car-parking space 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 reasonably 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 OWNER AND DEVELOPER** as follows:-

**i)** The 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 a covered car-parking space, 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 a covered car-parking space 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 and a covered 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 and a covered car-parking space after its completion and the rights and properties.

**iv)** The Purchasers shall apply for and have the said flat and a covered 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 covered 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 Purchasers shall deposit the same with the Owner and Developer, until the Association is formed by the Owner 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 a covered car-parking space 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 a covered car-parking space 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 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 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 Owner 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 Owner 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 Owner 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 Owner 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 A COVERED CAR-PARKING SPACE 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 Owner and 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 Owner 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 put any different colour lights in balcony other than the predefined one for the purpose of harmony of elevation.
- ix.** Not to use the car-parking area for any other purpose.
- x.** Not to hinder the dependent car parking owners in moving their cars and to cooperate them as and when required.
- xi.** Not to obstruct in any manner the Owner and Developer in construction of other blocks or transferring any right in or on the land, building or other flat and 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 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 vacant Bastu land total measuring about **10 (ten) cottahs** be the same a little more or less lying and situated at R.S. Khatian No. 219, L.R. Khatian No. 3662, out of which 2 cottahs 12 chittacks 0 sq. ft. of land in R.S. Dag No. 975, corresponding to L.R. Dag No. 992 & 7 cottahs 4 chittacks 0 sq. ft. of land in R.S. Dag No. 976 corresponding to L.R. Dag No. 993 both under Mouza-Tentulberia, J.L. No.44, Touzi No. 271, Holding No. 728, Purba Tentulberia, under Ward No. 4 of Rajpur-Sonarpur Municipality, Sub.

Registry office – Garia, Police Station- Narendrapur, District: 24 Parganas (South) and the said land is butted and bounded as follows :- (adjacent to Purba Tentulberia Road).

ON THE NORTH : By 8' wide common Passage;

ON THE SOUTH : By R.S. Dag No.976 (P);

ON THE EAST : By 12' wide Road;

ON THE WEST : By R.S. Dag No.968;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of the flat and car-parking space)**

**ALL THAT** 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 No. 1** measuring about **135 sq. ft. useable area** at the **Ground Floor** of the G+3 storied building together with the undivided proportionate share of land in the Holding No.- 728, Purba Tentulberia, which is more fully and particularly described in the First Schedule written hereinabove and the said Flat is marked with RED colour in the plan annexed hereto.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Areas and Facilities)**

1. The total land upon which the G+3 storied building is constructed and built and all assessments, rights and appurtenances belonging to the land and the building.
2. The foundations, columns, girders, beams, supports, main walls corridors, lobbied, lifts/elevators, stairs/stairways, water tanks

entrance and exists of the building mean for common user of all the flat owners including the Owner/Developer.

3. Installations of common services, such as light, gas, sewerage etc. meant for common use of all the flat owners including the Owner/Developer.
4. All common passage of all floors, proportionate share of roof right, stair landing approaching to the flat and also connecting to the main entrance of the premises at ground floor.
5. Drainage, sewerage electrical installations water pump, deep tube well, water pipes, reservoir both underground and overhead.
6. Plumbing installations save and except the installation within the flat.
7. Lighting of passage and common areas.
8. To use the septic tank, common with other and to maintain the same collectively with the other flat owners of the building including the Owner /Developer.
9. Electric meter room and the electric meter space and in general all apparatus and installations exists or to be installed for the common use.
10. All open to sky space on the ground floor mean for ingress and egress to and from the flat or apartment.
11. Such other common facilities as may be specifically provided for in the declaration.
12. All other parts of the property necessary of convenient to its existence maintenance and safety or normally in common use of the building with other flat owners.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common Expenses)**

1. All expenses for the maintenance, administration, repairs, replacement and renovation of the main structure and in particular the filter water and rain water pipes of the building water pipes and electric wire under or upon the building enjoyed or used by the Purchasers, the Owner/ Developer and all apartment owners of the building and the main entrance, landing stair case of the building as enjoyed by all the apartment owners with the Owner/Developer in common as aforesaid and the boundary walls of the building compound etc. The costs of sweepers, electricians etc. for the common areas and facilities.
2. The Municipal taxes as levied or may be levied from time to time in respect of the whole of the building and all replacements improvements or additions or alterations of the common areas and facilities as described in Third Schedule hereinabove and all sums assessed against the apartment owners.
3. Costs of establishment and operations of the Association relating to the common purposes.
4. Litigation expenses incurred for the common purposes ;
5. Office Administrative over head expenses incurred for maintaining the office for common purposes ;
6. The Purchasers at their own costs and expenses will make emergency repair if it relates to their said unit and bear proportionate costs and expenses if it relates to the common areas and facilities to prevent any damage of the building.

7. All expenses referred to above shall be borne and paid proportionately by the Purchasers along with other co-Purchasers on and from the date of taking possession of their respective flat.

**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.

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Signature of the Landowner

- 2.

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Signature of the Developer

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Signature of the Purchasers

**MEMO OF CONSIDERATION**

**RECEIVED** sum of **Rs.** ...../- (**Rupees** .....)

only from the within named Purchasers as per the Memo below :-

**WITNESSES :**

1.

2.

**Signature of the Developer**

Drafted by –

**Dibakar Bhattacharjee**  
Advocate  
High Court, Calcutta.