

## **DEED OF SALE**

**THIS DEED OF SALE** is made this \_\_\_\_\_ Day of \_\_\_\_\_, Two  
Thousand and Twenty \_\_\_\_\_ (202\_\_\_)

**BETWEEN**

FOR KURJIKUNJ INFRACITY PVT. LTD.



DIRECTORS

**1. SHYAM SHANKAR JHA (PAN NO- AFDPJ7017C)**, S/o- B. N. Jha, by faith- Hindu, Residing at – plot no-1, Chit Nayabad, P.S.- Purba Jadavpur, P.O.- Panchasayar, kolkata-700094, **2. BANDANA ROY (PAN NO- ACUPR3645L)**, w/o- Biswajit Roy, by faith- Hindu, Residing at – 946, Kalikapur Road, P.S.- Garfa (Kasba), Kolkata-700099, and **3. SRI ANIL KUMAR PRADHAN, (PAN NO- AERPP4590F)**, S/o- Gunadhar Pradhan, by faith- Hindu, Residing at – 34/33, Siddhinath Chatterjee Road, Behala, Kolkata, Pin code- 700034, hereinafter referred to as the **VENDOR** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, legal representatives administrators and assigns) represented by their constituted power of attorney **M/S KURJIKUNJ INFRACITY PRIVATE LIMITED, (CIN- U43299WB2023PTC262861), (PAN NO- AAKCK3230H)** a Private Limited Company, incorporated under the Companies Act, 2013, having **his office at - Anand Raj Nagar, P.O.- Sapuipara, P.S.- Nischinda, Belur, Dist-Howrah- 711227**, being represented by one of its Directors namely **ROHIT KUMAR SINGH, (PAN No. ASVPS9997B)**, son of Late Sunil Kumar Singh, by faith- Hindu, by occupation-Business, Residing at KurjiPul Gate No.77, P.O-Sadaquat Ashram, P.S-Digha, Patna, Bihar-800010, of the **FIRST PART.**

**AND**

**M/S KURJIKUNJ INFRACITY PRIVATE LIMITED, [CIN- U43299WB 2023PTC262861], (PAN NO- AAKCK3230H)** a Private Limited Company,

incorporated under the Companies Act, 2013, having **his office at Anand Raj Nagar, P.O.- Sapuipara, P.S.- Nischinda, Belur, Dist-Howrah, Pincode- 711227**, being represented by one of its Directors namely **ROHIT KUMAR SINGH, (PAN No.ASVPS9997B)** son of Late Sunil Kumar Singh, by faith-Hindu, by occupation-Business, Residing at KurjiPul Gate No.77, P.O.- Sadaquat Ashram, P.S.- Digha, Patna, Bihar- 800010, hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, legal representatives administrators and assigns) of the **SECOND PART**,

**AND**

..... (PAN NO- .....) (AADHAR NO- .....), wife of ....., Residing at ....., West Bengal, hereinafter referred to as the **PURCHASER** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, legal representatives administrators and assigns) of the **THIRD PART**.

**WHEREAS** Shyam Shankar Jha, the party of the first part herein is the owner and occupier occupiers now seized and possessed of and/or otherwise well and sufficiently entitled to all that the piece and parcel of Sali land measuring about 02 Cottahs 06 Chittacks 29 Sq.ft, along with 200 Sq.ft tiles shed structure comprised in holding no- **3757**, P.o: PanchaSayar, P.s- Purba Jadavpur, Dist-South 24 Parganas,

within Kolkata Municipal Corporation ward no- 109, Comprised within R.S Dag no- 198, under Khatian no-129 corresponding LR Dag no. 198, under Khatian no. 3321, Mouza-Nayabad, J.L No-25, scheme plot no-27, by way of Gift and herein after referred to as the said property.

**WHEREAS:** one Krishna Prasanna Mondal got the schedule mentioned land along with other properties in partition suit case through Alipore 3<sup>rd</sup> Sub Judge in the year 1941 Subsequently when Krishna Prassan Mondal died his two sons namely Jugal Chandra Mondal and Manindra Mondal respectively inherited the ownership of the schedule mentioned land.

**AND WHEREAS** while enjoying and possessing the said land one of the legal heirs of deceased namely Krishna Prassana Mondal namely Manindra Mondal died leaving behind his five sons Ashok Mondal, Prosendranath Mondal, Rajbihari Mondal, Somnath Mondal and Anida Mondal and 02 daughters who jointly inherited the undivided  $\frac{1}{2}$  share of deceased Manindra Mondal and enjoying the same without any disturbances from any corner.

**AND WHEREAS** while enjoying and possessing the said landed property said Ashok Mondal sold out Sali land measuring about 01 Bigha 03 Cottahs lying and situated at C.S khatian n-5 &, R.S khatian no-129, 130, C.S Dag no-102, R.S dag no-196,198,199,200 and 201 to Surya Kumar pal and SurendraChandra pal which is being recorded in book no-I, being deed no-12696 for the year 1982, in the office of D.R at Alipore.

**AND WHEREAS** while enjoying and possessing the said land the said Surya Kumar Pal and Surendra Chandra pal sold out 02 Cottahs 06 chittacks 29Sq.ft after dividing into several plot of land which is numbered as plot no-27 to Sahana Basu and Sankar Basu through one registered sale deed which is recorded in Book no-I, volume no- 295, pages from 334 to 342, being no-17702 for the year 1991 in the office of D.R at Alipore.

**AND WHEREAS** while purchasing the said landed property the said Sahana Basu and Sankar Basu got mutated their names recorded in the KMC of plot no-27, and since long the said Sahana Basu and Sankar Basu were enjoying and possessing the said landed property without any disturbances from any corner.

**AND WHEREAS** while enjoying and possessing the said land the said Sahana Basu and Sankar Basu sold out 02 Cottahs 06 Chittacks 29 Sq.ft, plot no-27, to one Ambika Devi Jha through one registered deed of sale which is recorded in book no-I, volume no-1, pages from 1 to 15, being no-18089, for the year 2006 in the office of A.R.A Kolkata.

**AND WHEREAS** while purchasing the said landed property the said Ambika Devi Jha gifted her land to her only son namely Shyam Shankar Jha which is recorded in book no-I, volume no- 12, pages from 5647 to 5658 being deed no- 04238 for the year 2008 and registered in the office of D.S.R-III, South 24 Parganas.

**AND WHEREAS** after receiving gift from Ambika Devi Jha his son Shyam Shankar Jha became the absolute owner and occupier of schedule “A” mentioned

property and got his name mutated before the KMC and B.L & L.R.O, plot no-27 under C.S khatian no-5 &6, R.S khatian no-129, C.S dag no-102, R.S dag no-198, and enjoying the said landed property along with all easement's rights attached thereto.

**AND WHEREAS** in the aforesaid manner the owners/first part herein became the joint owners and occupiers of landed property and enjoying the same without any disturbances from any corner.

**AND WHEREAS** on the other hand Bandana Ray the party of the first part is the Owner and Occupier now seized and possessed of and/or otherwise well and sufficiently entitled to all that the piece and parcel of Mokrari Mourashi Bastu land measuring about 02 Cottahs 05 Chittacks 34 Sq.ft along with 200 Sq.ft tiles shed structure comprised in holding no- 4107, Nayabad, P.o-Panchasayar, P.s- PurbaJadavpur, Dist-South 24 Parganas, within Kolkata Municipal Corporation ward no- 109, Comprised within R.S Dag no-198, under Khatian no-129 corresponding LR Dag no. 198, under Khatian no. 3322 , Mouza-Nayabad, J.L No- 25, Sheet no-2, scheme plot no-28 by way of deed of sale and herein after referred to as the said property.

**AND WHEREAS** one Krishna Prasanna Mondal got the schedule mentioned land along with other properties in partition suit case through Alipore 3<sup>rd</sup> Sub Judge in the year 1941 Subsequently when Krishna Prasanna Mondal died leaving his two sons namely **Jugal Chandra Mondal** and **Manindra Mondal** respectively inherited the ownership of the schedule mentioned land.

**AND WHEREAS:** While enjoying and possessing the said land one of the legal heirs of deceased namely Krishna Prassana Mondal namely Manindra Mondal died leaving behind his five sons **Ashok Mondal, Prosendra nath Mondal, Rajbihari Mondal, Somnath Mondal and Anida Mondal and 02 daughters** who jointly inherited the undivided  $\frac{1}{2}$  share of deceased Manindra Mondal and enjoying the same without any disturbances from any corner.

**AND WHEREAS** while enjoying and possessing the said landed property said Ashok Mondal sold out Sali land measuring about 01 Bigha 03 Cottahs lying and situated at C.S khatian n-5 &, R.S khatian no-129, 130, C.S Dag no-102, R.S dag no-196,198,199,200 and 201 to Surya Kumar pal and Surendra Chandra pal which is being recorded in book no-I, being deed no-12696 for the year 1982, in the office of D.R at Alipore.

**AND WHEREAS** while enjoying and possessing the said land the said Surya Kumar Pal and Surendra Chandra Pal sold out 02 Cottahs 13 chittacks 35 sq.ft after dividing into several plot of land which is numbered as plot no-28 to one Dipika Rani Saha through one registered sale deed which is recorded in Book no-I, volume no- 2820, pages from 96 to 104, being no-16339 for the year 1991 in the office of D.R at Alipore.

**AND WHEREAS** while purchasing the said landed property the said Dipika Rani Saha got mutated her name recorded in the KMC of plot no-28, and since long the

said Dipika Rani Saha was enjoying and possessing the said landed property without any disturbances from any corner.

**AND WHEREAS** while enjoying and possessing the said land the said Dipika Rani Saha sold out 02 Cottahs 05 Chittacks 34 Sq.ft, plot no-28, to one Sapna Barui through one registered deed of sale which is recorded in book no-I, volume no-16, pages from 1761 to 1770, being no-9085, for the year 2006 in the office of D.S.R-III at Alipore.

**AND WHEREAS** while purchasing the said landed property the said Sapna Barui got her name mutated before the KMC and B.L & L.R.O, plot no-28 under C.S khatian no-5 & R.S khatian no-129, 130 C.S dag no-102, R.S dag no-198, and enjoying the said landed property along with all easement's rights attached thereto.

**AND WHEREAS** while enjoying and possessing the said landed property the said Sapna Barui was searching of an intending purchaser who can purchase the said land and after knowing the intentions of said Sapna Barui one Bandana Roy (owner herein) approached to purchase the said landed property and said Sapna Barui agreed to sale out the same and as such one deed of sale was executed by Sapna Barui in favor of Bandana Roy which is recorded in book no-I, volume no- 17, pages from 3866 to 3883, being no- 09038 for the year 2010, registered in the office of D.S.R-III, South 24 Parganas.

**AND WHEREAS** while purchasing the said landed property the Bandana Roy got her name mutated before the KMC and B.L & L.R.O, South 24 Parganas

and also applied for conversion of schedule mentioned land from Shali to Bastu and obtained conversion certificate being memo no-17/1441/con certificate/BLLRO/KOL/S24-PGS/2020, Dated 12/08/2020. **AND** **WHEREAS** in the aforesaid manner the landlord/owner/first party herein became the owner and occupier of landed property and enjoying the same without any disturbances from any corner.

**AND WHEREAS** on the other hand Anil Kumar Pradhan the party of the First part is the Owner and Occupier now seized and possessed of and/or otherwise well and sufficiently entitled to all that the piece and parcel of Sali land measuring about **02 Cottahs 05 Chittacks 12 Sq.ftas per deed but 01 Cottahs 14 chittacks 03 Sq.ft as per physical measurement** along with 200 Sq.ft tiles shed structure comprised in holding no- 2987, Nayabad, P.o- Panchasayar, P.s- PurbaJadavpur, Kolkata-700094, within Kolkata Municipal Corporation ward no- 109, Comprised within R.S Dag no-198, under Khatian no-129 , corresponding LR Dag No. 198, under Khatian No. 3376, Mouza- Nayabad, J.L No-25, Sheet no-2, Scheme plot no-29, by way of deed of sale and herein after referred to as the said property.

**WHEREAS** one Krishna Prasanna Mondal got the schedule mentioned land along with other properties in partition suit case through Alipore 3<sup>rd</sup> Sub Judge in the year 1941 Subsequently when Krishna Prassana Mondal died his two sons namely Jugal Chandra Mondal and Manindra Mondal respectively inherited the ownership of the schedule mentioned land.

**AND WHEREAS** while enjoying and possessing the said land one of the legal heirs of deceased namely Krishna Prassana Mondal namely Manindra Mondal died leaving behind his five sons Ashok Mondal, Pareshnath Mondal, Rajbihari Mondal, Somnath Mondal and Anida Mondal and 02 daughters who jointly inherited the undivided  $\frac{1}{2}$  share of deceased Manindra Mondal and enjoying the same without any disturbances from any corner.

**AND WHEREAS** while enjoying and possessing the said landed property said Ashok Mondal sold out Sali land measuring about 01 Bigha 03 Cottahs lying and situated at C.S khatian n-5 &, R.S khatian no-129, 130, C.S Dag no-102, R.S dag no-196,198,199,200 and 201 to Surya Kumar pal and Surendra Chandra pal which is being recorded in book no-I, being deed no-12696 for the year 1982, in the office of D.S.R at Alipore.

**AND WHEREAS** one Kanti Ranjan Chakraborty became the owner of Sali land measuring about 02 Cottahs 02 chittaks 27 sq. Ft. lying and situated at plot no. 29, Mouza- Nayabad, J.L. No. 25, Sheet no. 2, Under Rs and LR Dag no. 198, under P.S. Kasba, Ward no. 109, K.M.C., Dist – South 24 Paraganas through of deed of sale purchased from Paresh Nath Mondal which was recorded in book no-I, volume no-28, pages from 426 to 436, being deed no-1552 for the year 1986.

**AND WHEREAS** while enjoying and possessing the said landed property the said Surya Kumar Pal, Surendra Chandra Pal and Kanti Ranjan

Chakraborty were searching of an intending purchaser who can purchase the said land and after knowing the intentions of said Surya Chandra Pal, Surendra Chandra Pal and Kanti Ranjan Chakraborty one Anil Kumar Pradhan (owner herein) approached to purchase the said landed property and said Surya Kumar Pal, Surendra Chandra Pal agreed to sale out 02 chittacks 30 sq.ft and KantiRanjan Chakraborty agreed to sale out 02 Cottahs 02 chittacks 27 sq.ft jointly to Anil Kumar Pradhanand as such one deed of sale was executed by Surya Kumar Pal, Surendra Chandra Pal and Kanti Ranjan Chakraborty in favour of Anil Kumar Pradhan which is recorded in book no-I, volume no-295, pages from 35 to 86, being no- 15648 for the year 1992, registered in the office of D.S.R, South 24 Pargana, Alipore.

**AND WHEREAS** the said Anil Kumar Pradhan after registration became the owner of Sali land, total land area measuring about 02 Cottahs 05 Chittaks 12 sq. Ft. lying and situated at plot no. 29, Mouza- Nayabad, J.L. No. 25, Sheet no. 2, Under Rs and LR Dag no. 198, Khatian no. 129, under P.S. Kasba, Ward no. 109, K.M.C, Dist – South 24 Parganas.

**AND WHEREAS** while purchasing the said landed property the said Anil Kumar Pradhan got his name mutated before the KMC and B.L & L.R O, South 24 Parganas.

**AND WHEREAS** in the aforesaid manner the landlord/owner/First party herein became the owner and occupier of landed property and enjoying the same without any disturbances from any corner.

**AND WHEREAS** the all the parties hereto for better enjoyment of their respective above mentioned properties of all that piece and parcel of Sali land measuring about 02 Cottahs 06 Chittacks 29 Sq.ft, along with 200 Sq.ft tiles shed structure comprised in holding no- **3757**, P.o: PanchaSayar,P.s- PurbaJadavpur, Dist-South 24 Parganas, within Kolkata Municipal Corporation ward no- 109, Comprised within R.S Dag no-198, under Khatian no-129 corresponding LR Dag No. 198, under Khatian No. 3321 , Mouza-Nayabad, J.L No-25, scheme plot no-27, **and** all that the piece and parcel of Mokrari Mourashi Bastu land measuring about 02 Cottahs 05 Chittacks 34 Sq.ft along with 200 Sq.ft tiles shed structure comprised in holding no- 4107, Nayabad,P.o- Panchasayar,P.s- PurbaJadavpur, Dist-South 24 Parganas, within Kolkata Municipal Corporation ward no- 109, Comprised within R.S Dag no-198, under Khatian no-129 , corresponding LR Dag No. 198, under Khatian No. 3322 Mouza-Nayabad, J.L No-25, Sheet no-2, scheme plot no- 28, **and** all that the piece and parcel of Sali land measuring about **02 Cottahs 05 Chittacks 12 Sq.ftas per deed but 01 Cottahs 14 chittacks 03 Sq.ft as per physical measurement** along with 200 Sq.ft tiles shed structure comprised in holding no- 2987, Nayabad, P.o- Panchasayar, P.s- Purba Jadavpur, Kolkata-700094, within Kolkata Municipal Corporation ward no-

109, Comprised within R.S Dag no-198, under Khatian no-129 , corresponding LR Dag No. 198, under Khatian No. 3376 , Mouza-Nayabad, J.L No-25, Sheet no-2, Scheme plot no-29 intend to have their aforesaid properties amalgamated as because all the properties are adjacent to each other and mutated as one plot as well as one holding as because all the parties intends to get more profit by amalgamating the same.

**AND WHEREAS** while thus seized and possessed of all the owners having decided to develop their respective property by constructing a new multi storied building on their respective lands thereon and the developer come to know of the said intention of the owners and the owners have offered to undertake the construction work in the said mentioned land and all the owners herein having considered the proposal of the developer entered into a development agreement and development power of attorney with the developer separately on some terms and conditions mentioned in the said development agreement therein which was duly executed between the developer and the owners herein.

**AND WHEREAS** Development agreement of Shyam Shankar Jha was registered before the ARA - ..... at Kolkata and recorded as Book No. ...., Volume no. ...., Pages from ..... and ....., being Deed no. .... of 2024, dated ..... , development agreement of Bandana Roy was registered before the ARA - ..... at Kolkata and recorded as Book No. ...., Volume no. ...., Pages from ..... and ....., being Deed no. .... of

2024, dated ..... and development Agreement of Anil Kumar Pradhan was registered before the ARA - ..... at Kolkata and recorded as Book No. ...., Volume no. ...., Pages from ..... and ....., being Deed no. .... of 2024, dated ..... along with other acts and duties Viz.

**AND WHEREAS** Development Power of Attorney of Shyam Shankar Jha was registered before the ARA - ..... at Kolkata and recorded as Book No. ...., Volume no. ...., Pages from ..... and ....., being Deed no. .... of 2024, dated ..... , development Power of Attorney of Bandana Roy was registered before the ARA - ..... at Kolkata and recorded as Book No. ...., Volume no. ...., Pages from ..... and ....., being Deed no. .... of 2024, dated ..... and development Power of Attorney of Anil Kumar Pradhan was registered before the ARA - ..... at Kolkata and recorded as Book No. ...., Volume no. ...., Pages from ..... and ....., being Deed no. .... of 2024, dated ..... along with other acts and duties Viz

**AND WHEREAS** after entering into Development Agreement and Development Power of Attorney separately with all the parties of the First Part i.e. the said Shyam Shankar Jha, Bandana Roy and Anil Kumar Pradhan, the said Developer / Second Part proposed to all the parties to amalgamate and jointly develop their land for better utilization and development and all the parties agreed to the proposal of the Developer and intend to have their aforesaid properties amalgamated as because all the properties are adjacent to

each other and mutated as one plot as well as one holding as because all the parties intends to get more profit by amalgamating the same.

**AND WHEREAS** by a deed of declaration cum amalgamation, the declarants i.e., all the parties hereto admit that they shall never claim any separation in future of this amalgamated property and this deed is registered in the office of ADSR ....., Alipore, which is recorded in Book no. ...., Volume no. ...., Pages from ..... and ....., being Deed no. , dated ....., which is described in the schedule “A” hereto

**AND WHEREAS** by virtue of aforesaid agreement the present owner have been entrusted to develop on the terms and conditions of the said agreement for development of which the purchaser have taken inspection.

**AND WHEREAS** construction of the new building had been completed according to the plan sanctioned by Kolkata Municipal Corporation by their Board Meeting Being sanctioned plan No ....., and also as per specification agreed to the structure of the said plan.

**AND WHEREAS** the Developer in exercise of his right under the said agreement as well as said Power of Attorney have offered to sell a flat from his share on the ..... **floor** of the building.

**AND WHEREAS** the Purchasers has inspected the plan and specification of the building including proposed **flat on the .... floor, carpet area** measuring about ..... **Sq. ft.** more or less and super built-up area measuring about ..... sq. ft. more or less which mentioned in the **“B” schedule** below

to be sold to her from the Developer's share and the Purchaser has agreed to purchase the said flat @ Rs ..... /- per Sq.ft, total amounting sum of **Rs. .... /- (.....) only.**

**AND WHEREAS** the owner/vendor herein and the developer/promoter herein have agreed to sell, alienate, transfer, demise, devise, grant and provide and the purchaser have agreed to purchase, own, acquire, seize, and possess of all that the one Self Contained Residential flat on the ..... floor, being flat no- ....., carpet area measuring about ..... Sq.ft more or less and super built up area measuring about ..... Sq. ft. more or less. More fully and particularly described in the schedule "B" hereunder written and/or given upon agreeing the parties herein have entered into an agreement for sale thereof dated ..... which was duly registered in the office of ..... and recorded in Book no- ....., volume no- ....., pages from ..... To ....., being no- ..... for the year ..... and recording the considerations, enumerations, provisions, terms and others thereof for which and all others the said agreement for sale is self-explanatory in itself and now all the parties herein finalization of the same are executing and registering these presents amongst themselves after completion of schedule "B" mentioned property/flat/shop.

**AND WHEREAS** in view of payment of the full consideration money and delivery of the possession of the said flat/garage to the Purchasers by the Developer/vendor this deed of sale is being executed.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

That in pursuance with the said agreement and in consideration of **Rs.**  
 ...../- (.....) only paid to  
 the vendor/Developer (the receipt whereof the vendor doth hereby as well as  
 by the memo of receipt hereunder and also amount received at the time of  
 registration of agreement for sale written thereunder admit and acknowledge  
 and on and from the same and every part thereof doth hereby acquit, release  
 and forever discharge the purchasers as well the said flat hereby granted, sold,  
 transferred, assured, assigned and conveyed and the vendor herein doth  
 hereby grant , convey, sell, transfer, assign and assure unto the purchaser ALL  
 THAT piece and parcel of the Residential flat on the .....floor, measuring  
 ..... square feet carpet area and measuring ..... Sq. ft. super built up area,  
 being flat no- ....., with Lift facility be the same a little more or less situated  
 at the Said Premises No. ....Nayabad, P.O: PanchaSayar, P.S. -  
 PurbaJadavpur, Dist- South 24 Parganas, within Kolkata Municipal  
 Corporation ward no- 109, together further with undivided impartiable  
 variable proportionate share and/or interest in the said land comprised in the  
 said premises as fully described in schedule “B” hereunder and hereinafter  
 called the said flat TOGETHER WITH all fittings and fixtures and  
 appurtenances thereto hereinafter referred to as the said flat and garage along  
 with the right to use the common portion with the owners and occupiers for

the time being of the other flats in the said building and general common areas and facilities i.e. common parts and portions with proportionate share in the land and the general common areas and facilities as the said areas in square feet of the said flat and garage only bears to the total covered areas (whether sold or not) in square feet subject to the terms, covenants stipulation, condition and agreements contained hereunder written and on the part of the purchaser to be observed and performed as the covenants for the benefit and protection of the said building and binding upon the purchasers or the person deriving title to the said flat and garage as covenant running with land and TO HAVE AND TO HOLD the said flat and garage subject to the terms and conditions, covenants and agreements as aforesaid unto the purchasers subject however to the saving exception and reservations herein contained and observance and performance of the covenants, conditions and agreements contained herein and the vendor/developer hereby covenant with the purchasers that the purchasers shall and will at all times hereafter peaceably and quietly subject nevertheless to the provisions herein and also payment inter-alia of the service charges or any other sum as may be fixed by the association, possess and enjoy the said flat and garage and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the developer any person lawfully or equitably claiming from or under them and that the developers shall and all persons having lawfully or equitably claiming any estate or interest as aforesaid

persons in the said flat and garage shall from time to time and at all times, hereafter at the request and costs of the purchaser make do execute perform all acts, deeds matters, and things whatsoever for further better or more perfectly assuring the said flat and garage unto the purchaser as shall or may be reasonably required. The purchaser shall bear and pay the maintenance charges to the association yet to be formed for betterment of building the vendor/Developer has no objection if after registration of this sale deed the same shall be mutated in the name of purchaser and vendor/Developer shall also issue no objection certificate to the competent authority as and when required for mutation of the said flat and garage in the name of purchaser. The vendor/Developer further undertake to execute all necessary documents and do all necessary paper works if required to complete transfer of title of schedule "B" mentioned flat in favour of the purchaser.

**THE SCHEDULE “A” ABOVE REFERRED TO**

**All That** piece and parcel of Bastu land area measuring about 06 Cottahs 10 chittacks 21sq.ft along with structures standing therein comprised in and situated at Premises no. .... (previously comprised in holding no- 3757, 4107, and 2987) Nayabad, P.O.- Panchasayar, P.s- Purba Jadavpur, Dist.- South 24 Parganas, within Kolkata Municipal Corporation ward no- 109, Comprised within R.S Dag no-198, under Khatian no-129 , corresponding LR Dag No. 198, under Khatian No. 3321, 3322 and 3376 Mouza-Nayabad, J.L No-25, Scheme plot no-27, Including all easement right upon common passage into one and common allocation in one compact block as part of this present which is butted and bounded as follows:

ON THE NORTH: Vacant land and under construction building

ON THE SOUTH: KMC Black Top Road

ON THE EAST: KMC Black Top Road

ON THE WEST: Premises no-3603, Nayabad.

**THE SCHEDULE “B” ABOVE REFERRED TO**

ALL THAT piece and parcel of a flat on the .... floor being flat no- .... , carpet area measuring about ..... sq.ft and super built-up area measuring about ..... sq. ft. more or less including super built up area to be constructed upon the Bastu land area measuring about 06 Cottahs 10 chittacks 21sq.ft

along with structures standing therein comprised in and situated at Premises no. .... (previously comprised in holding no- 3757, 4107, and 2987) Nayabad, P.o: PanchaSayar, P.s- PurbaJadavpur, Dist-South 24 Parganas, within Kolkata Municipal Corporation ward no- 109, Comprised within R.S Dag no-198, under Khatian no-129 , corresponding LR Dag No. 198, under Khatian No. 3321, 3322 and 3376 Mouza-Nayabad, J.L No-25, Scheme plot no-27, as more fully mentioned in schedule “A” and delineated in the MAP or PLAN annexed hereto and thereon bordered in RED color together further with common areas described in schedule “C” hereunder and common expenses described in schedule “D” hereunder with undivided impartible variable proportionate share and/or interest in the said land comprised in the said premises, the flat is butted and bounded as follows:

**ON THE NORTH :**

**ON THE SOUTH :**

**ON THE EAST :**

**ON THE WEST :**

### **THE SCHEDULE “C” ABOVE REFERRED TO**

(Common areas)

1. The foundation, column, beams, supports, corridors, lobbies, stairs, lift, stairways, landings, entrances, exists, and pathways, driveways.
2. Drains and sever from the premises to the Municipal duct.

3. Water sewerage and drainage connection pipes from the units to drains and sewers common to the said premises.
4. Toilets and bathrooms for the use of Durwans, drivers, maintenance staff of the said premises.
5. Boundary walls of the premises including outer side of the walls of the said building and the main gates.
6. Water pumps and motor with installation and room therefore.
7. Tube well if any, overhead tanks and underground water reservoirs, water pipe and other common plumbing installation.
8. Electrical wiring, meters and fittings and fixtures for lighting the staircase, lobby and other common areas (excluding those as are stalled for any particular unit) and spaces required therefore.
9. Windows/ doors/grill and other fittings of the common area of the said premises.
10. Lifts and its accessories, installations and spaces required therefore.
11. Such other common parts equipment's, installation, fixtures, fittings, covered and open spaces in or about the said premises and/or the building as are necessary for passage to or use and occupancy of the units and as are specified by the vendor expressly to be the common parts after construction of the building but excluding the other open and /or covered areas or space which can always be use or allowed to be used by the vendor for different purposes.

12. The ultimate roof of the building as may be demarcated by the project manager at its absolute discretion.
13. Only such common areas in the ground floor of the said building and the said premises as may be demarcated by the project manager at its absolute discretion.

**THE SCHEDULE “D” ABOVE REFERRED TO**

(Common expenses)

1. The cost and expenses of the maintaining, redecorating, repairing, improving and renewing, etc. of the main structure, the roof, gutter and water pipes and for all purposes drains and electric cables and wires, fixtures, fittings, and equipment in under or upon the said building and enjoyed or used by the Purchaser in common with other occupiers or serving more than one unit in the said building, main entrances, landing and stair cases of the said building, and enjoyed by the purchaser or used by his / her / them / it in common as aforesaid and the boundary wall of the building , compounds, lifts, pumps, reservoirs, fire system, electrical and other installations.
2. The cost of the cleaning and lighting the main entrance, passage, landings, staircases, and other parts of the said building. So, enjoyed and used by the purchaser in common as aforesaid and keeping the adjoining spaces in good and repaired condition.

3. The cost of the salaries of the officers, clerks, bill collectors, lift man, Chaukidars, sweepers, caretakers, plumbers, security guards, gardeners, electricians, etc.
4. Maintaining and operating the lifts.
5. Providing and arranging for emptying receptacles for rubbish.
6. Paying all rates, taxes, duties, charges, assessments, and outgoings whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the said building or any part thereof excepting insofar as the same are responsibility of the individual owners/ occupiers of any flats / unit.
7. Awaiting any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or nay part thereof so far as the same is not the liability of or attributable to the flat / unit of any individual purchaser of any flat / unit.
8. Generally managing and administering the development and protecting the amenities in the said building and for those purposes employing any contractor and enforcing or attempting to in force the observance of the covenants on the part of any occupants of any of the units.
9. Keeping the private roll, good repair and clean and tidy and edged where necessary and clearing the private road when necessary.

10. Paying a fair proportion of the cost of cleaning, repairing, instating any drains and sewers forming path of the said premises.
11. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations, orders and bye laws made thereunder relating to the building excepting those which are responsibility of the owner/ occupier or purchaser of any flat / unit.
12. The purchase maintenance renewal and insurance of equipment's as the project manager/ vendors/ Maintenance Company any from time to time consider necessary for the carrying out of acts and things mentioned in this schedule.
13. All such other expenses and outgoings as are deemed by the project manager and/or maintenance company to be necessary or incidental to any of the above-mentioned expenses.

**MEMO OF CONSIDERATION**

Received the sum of **Rs.** ..... /- (.....)  
 only from within named purchasers being the amount of total consideration money  
 in respect of Schedule “B” mentioned property in the manner as follows :-

<b><u>MODE OF PAYMENT</u></b>	<b><u>Date</u></b>	<b><u>Drawn on</u></b>	<b><u>Amount</u></b>
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FOR KURJIKUNJ INFRACITY PVT. LTD.  
  
 DIRECTORS

**SIGNATURE OF THE DEVELOPER**

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals and the day month and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:  
WITNESSES:

\_\_\_\_\_  
SIGNATURE OF VENDORS /  
ATTORNEY HOLDER

\_\_\_\_\_  
SIGNATURE OF THE  
PURCHASER.

DRAFTED BY ME AS PER DOCUMENTS  
SUPPLIED TO ME AND INSTRUCTED  
BY THE PARTIES:

SUMIT BHAGAT  
ADVOCATE  
HOWRAH JUDGES COURT  
ENROLLMENT NO-F/913/780/2014