

SALE DEED

THIS SALE DEED is made on the day of **June, 2025** (Two Thousand Twenty Five) **BETWEEN SMT. MITA SAHA** (PAN-AIMPS4502R) wife of- Tapan Kumar Saha, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at G-1, Sreenager, P.O. Panchasayar, P.S.- Narendrapur, Kolkata- 700094 – 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**

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“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**

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....., 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.** The name of Gopi Krishna Chakraborty, son of- Amrit Lal Chakraborty has been recorded as owner in the Revisional Settlement Record-of-Rights (Parcha) in respect of the land measuring about 13 decimal in R.S. Dag No. 52, Mouza- Tentulberia and while enjoying the same Gopi Krishna Chakraborty gifted the land measuring about 13 decimal in R.S. Dag No. 52, Mouza- Tentulberia alongwith other lands to

his son Sachindra Nath Chakraborty by virtue of a Deed of Gift registered on 30.08.1980 before Sub. Registrar, Bagnan, Howrah and recorded in Book No. I, Volume No. 44, Pages from 104 to 106, Being No. 3669 for the year 1980;

- B.** While enjoying the said land, Sachindra Nath Chakraborty sold the above stated land to Narasingha Chakraborty by virtue of a Sale Deed registered on 18.10.1985 before District Registrar, Alipore, 24 Pargonas (South) and recorded in Book No. I, Volume No. 260, Pages from 209 to 218, Being No. 14797 for the year 1985 and on 29.11.1985, Narasingha Chakraborty again sold the said land to Bhaben Naskar by virtue of a Sale Deed registered before District Registrar, Alipore, 24 Pargonas (South) and recorded in Book No. I, Volume No. 286, Pages from 439 to 447, Being No. 15821 for the year 1985 and subsequently on the same day (i.e. on 29.11.1985) Bhaben Naskar sold the land measuring about 4 cottahs 0 chittack 22 sq. ft. out of 13 decimal in R.S. Dag No. 52, Mouza- Tentulberia to Bimalendu Mukherjee, by virtue of a Sale Deed registered before District Registrar, Alipore, 24 Pargonas (South) and recorded in Book No. I, Volume No. 279, Pages from 465 to 476, Being No. 15837 for the year 1985;
- C.** After purchasing the said land measuring about 4 cottahs 0 chittack 22 sq. ft. Bimalendu Mukherjee sold the land measuring about 4 cottahs 0 chittack 20 sq. ft. in R.S. Dag No. 52, Mouza- Tentulberia to Mita Saha (the Landowner herein), wife of- Tapan Kumar Saha by virtue of a Sale Deed registered on 03.07.2000 before DSR-IV, Alipore, 24 Pargonas (South) and recorded in Book No. I, Volume No. 59, Pages from 1 to 14, Being No. 2247 for the year 2000;

- D.** By virtue of the above-stated Sale Deed, Mita Saha (the Landowner herein) became the owner of the land measuring about 4 cottahs 0 chittack 20 sq. ft. in R.S. Dag No. 52, Mouza- Tentulberia and thereafter Mita Saha (the Landowner herein) mutated her name in the L.R. Record-of-Rights (Parcha) in respect of the said land as well as in the Assessment Records of Rajpur Sonarpur Municipality;
- E.** Due to some typographical error in her purchased Sale Deed (i.e. Deed No. 2247 of 2000), Mita Saha (the Landowner herein) executed a Deed of Declaration which was registered on 20.05.2022 before ADSR, Garia and recorded in Book No. IV, Volume No. 1629-2022, Page from 856 to 867, Being No. 58, for the year 2022 and presently Mita Saha (the Landowner herein) have been enjoying the absolute ownership of the said land without any interferences from anyone. The property is free from all sorts of encumbrances, liens, attachments, claims and demands etc. whatsoever;
- F.** Thereafter, Mita Saha (the Landowner herein) in respect of the land as mentioned in the First Schedule hereunder entered into a Development Agreement with the Developer herein which was registered on 20.05.2022 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2022, Pages 107470 to 107499, Being No. 3018 for the year 2022 and for smooth running of the said construction work Mita Saha (the Landowner herein) executed a Registered Power of Attorney after Registered Development Agreement which was registered on 20.05.2022 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2022, Pages 107639 to 107661, Being No. 3024 for the year 2022;
- G.** Thereafter, the Developer herein submitted a building sanction plan in respect of the land measuring about 4 cottahs 0 chittack 20 sq. ft. morefully described in the First Schedule

hereunder at the cost and expenses of the Developer herein and got the sanctioned building plan bearing sanction no. **SWS-OBPAS/2207/2022/1765** dated **17.02.2023** duly sanctioned from Rajpur Sonarpur Municipality;

- H.** The Said Land is earmarked for the purpose of building a residential building project comprising G+3 storied building and the said building project shall be known as “AASHRAY DRISANA”.
- I.** 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
- J.** 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 building named as “AASHRAY DRISANA” 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 reasonable necessary for the beneficial occupation of the said Flat for the purpose whatsoever.

(6) The Purchasers shall have the right with or without workmen and necessary materials to enter from time to time for the purpose of repairing so far as may be necessary, such pipes, drains etc. mentioned aforesaid

and for the purpose of building repair or draining and part or parts of the said Flat in so far as such repairing or cleaning as aforesaid cannot be reasonable carried out without such entry.

THE PURCHASERS DO TH 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 land measuring about **4 (four) cottahs 0 (zero) chittack 20 (twenty) sq. ft.** be the same a little more or less in Mouza- Tentulberia, J.L. No.- 44, Touzi No. 271, R.S. Khatian No.- 60 & 138, L.R. Khatian No. 3266, R.S. Dag No. 52 corresponding to L.R. Dag No.- 57, **Holding No. 574, Srinagar**, under Additional District Sub. Registrar- Garia (previously Sonarpur) and Police Station- Narendrapur (previously Sonarpur), under the jurisdiction of Ward No.- 1 of Rajpur Sonarpur Municipality, District- South 24 Parganas and the said land is butted and bounded as follows:- (adjacent to Srinagar Main Road).

ON THE NORTH : By R.S. Dag No. 52 (P);

ON THE SOUTH : By R.S. Dag No. 54;

ON THE EAST : By 16'-5' wide Municipal Road;

ON THE WEST : By R.S. Dag No. 52 (P);

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** measuring about **135 sq. ft. useable area** at the **Ground Floor** of the G+3 storied building named as **“AASHRAY DRISANA”** together with the undivided proportionate share of land in the Holding No.- 574, Srinagar, 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.

Signature of the Owner

2.

Signature of the Developer

Signature of the Purchasers

MEMO OF CONSIDERATION

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

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

WITNESSES :

1.

2.

Signature of the Developer

Drafted by –

Dibakar Bhattacharjee
Advocate
High Court, Calcutta.