

DEED OF SALE

THIS DEED OF SALE is made on this day of
Two Thousand Twenty Five (2025).

BETWEEN

(1) SRI SANKAR KUMAR SEN (PAN - BVMP55252C),
(2) SRI SANJAY KUMAR SEN (PAN - CFOPS5449L),
(3) SRI SAIBAL KUMAR SEN (PAN - FNAPS8787L),
all sons of Late Sudhir Kumar Sen, all by Nationality - indian, all by faith - Hindu,
by Occupation — Business and Service respectively, all are residing at - 243, R.B.C.
Road, Naihati, P.O. & P.S. - Naihati, District - North 24 Parganas,, Pin - 743165,
represented by their **Attorney** namely - (1) SRI JADUNATH
CHAKRABORTY (PAN - AKKPC0636N), son of Late Shibdas Chakraborty, (2)
SMT. JAYATI CHAKRABORTY (PAN - BIQPC4461A), wife of Sri Jadunath
Chakraborty, both by faith - Hindu, by occupation - Business & Housewife
respectively, both are residing at - 7/A, Nabanagar Road VI, Halisahar, P.O. -
Nabanagar, P.S. - Bijpur now Halisahar, District - North 24 Parganas, vide a clear
registered Development Power of Attorney, at A.D.S.R. Office Naihati, North 24
Parganas, dated - 16/03/2022, recorded in Book No. I, Being No. "3232" for the year
2022, hereinafter referred to as the **OWNERS/VENDORS** (which
term and expression shall unless excluded by. or repugnant to the
subject or context be deemed to mean and include their heirs,
executors, successors, administrators, legal representatives and
assigns), of the **FIRST PART.**

A N D

Mr. / Mrs. (PAN -) (Aadhar No.),
son of, by faith -, by Nationality — Indian,
by Occupation -, residing at -, P.O.
P.S., District -, Pin -, hereinafter

UMA CONSTRUCTION

Jadunath Chakraborty
Partner

UMA CONSTRUCTION

Jayati Chakraborty
Partner

referred to as the **PURCHASER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the **SECOND PART**;

A N D

"M/S UMA CONSTRUCTION" (PAN - AADFU5575H) a partnership firm, having its registered office at - 7/A, Nabanagar Road VI, Halisahar, P.O. Nabanagar, P.S. Bizpur now Halisahar, District - North 24 Parganas, being represented by its PARTNERS namely (1) SRI JADUNATH CHAKRABORTY (PAN - AKKPC0636N), son of Late Sibdas Chakraborty, (2) SMT JAYATI CHAKRABORTY (PAN - BIQPC4461A), wife of Sri Jadunath Chakraborty, both by faith - Hindu, by Occupation - Business & Housewife respectively, both are residing at - 7/A, Nabanagar Road VI, Halisahar, P.O. - Nabanagar, P.S.- Bijpur now Halisahar, District - North 24 Parganas, hereinafter called and referred as "DEVELOPER" (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, administrators, executors, representatives and assigns) of the **THIRD PART**.

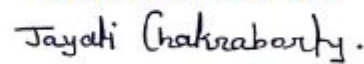
DEFINITIONS IN THIS INDENTURE unless it be contrary to the context the following terms (words) shall have the following meanings :-

A. **SAID PREMISES** shall mean the above mentioned and Hereunder written in the First Schedule mentioned property

UMA CONSTRUCTION


Partner

UMA CONSTRUCTION


Partner

measuring about 24.44 Decimals, situated at and/or comprised in R.S. Dag No. 1458 and 1459 corresponding to L.R. Dag No. 2373 and 2374, under L.R. Khatian Nos. 11547, 11548 and 12267, all within Mouza- Naihati, J.L. No. 03, P.S. Naihati, District- North 24 Parganas, Pin- 743165, more fully and particularly described in the First Schedule written hereunder.

B. **BUILDING** shall mean the building called "TARULATAA APARTMENT" consist of Multi-Storied (G+4) constructed on the said land having sanctioned Plan No. 26392, Dated – 29.06.2024 of Naihati Municipality.

C. **UNIT / FLAT** shall mean a space or self contained Flat Measuring about Sq.ft. including super built up area being Flat No. on the Floor in Block- of the building namely- "TARULATAA APARTMENT" fully and particularly mentioned and/or described in the Second Schedule hereunder written and delineated by the **RED** ink in the Map or Plan annexed hereto.

D. **COMMON PURPOSES** shall mean and include the purpose of maintaining the said land and building and in particular the parts in common and for meeting the common expenses and matters relating . to mutual rights and obligations of the Flat Owner and common uses and enjoyment thereof.

E. **COMMON AREAS OF THE BUILDING**, shall mean the common areas and parts details whereof are mentioned in the Third Schedule hereunder written in which the Purchaser have an undivided impartiable proportionate share or right, title and interest and shall be held by the Purchaser in common with the other co-Owners and/or co-occupiers of the various portions in the said building.

UMA CONSTRUCTION

Jadunath Chakraborty
Partner

UMA CONSTRUCTION

Jayati Chakraborty.
Partner

F. **COMMON EXPENSES** shall mean and include proportionate share of costs, charges and expenses for working maintenance, upkeep, repairs and replacement of the common parts/common facilities including proportionate share of Municipality Taxes, Property Taxes and all other taxes and levies relating to and/or connected with the Building and the said premises more particularly described in the Fourth Schedule written hereunder.

G. **PLAN** shall mean the plan which is duly sanctioned by the Naihati Municipality, being No. 26392, Dated – 29.06.2024.

H. **COMMON EASEMENTS** in relation to the Unit/Flat shall mean the easements, quasi-easements, rights, privileges and appurtenances, appertaining to the Unit/Flat for the reasonable enjoyment and occupation as describe fully in the Fifth Schedule written hereunder.

I. **SAID PROPERTY** shall mean and include the said Unit/Flat together with undivided proportionate share or interest of the Vendors in and to the land, comprised in the said Premises as well as . the common right of user of all the common parts/common facilities for the beneficial enjoyment of the Unit/Flat/Garage.

J. **SERVICE CHARGES** shall mean the service and maintenance charges of the common parts as may be incurred by the Vendors including providing the services, making such provisions or incurring expenses in respect of future provisions of the services and the expenses on account of repairs and replacements as the Co-operative Society in its absolute discretion consider fit and proper and the proportionate amount agreed to be paid on account of the said service and maintenance charges shall be determined by the Co-operative Society on the estimation of the total expenditure and upon formation of the Association for maintenance, the said maintenance charges shall be paid to the Association, who shall manage and maintain the building. Wherever the expenses of costs as are mentioned to be borne or paid proportionate by the Purchaser then the amount payable by the Purchaser shall be in proportion to the area of the respective Purchaser's respective spaces which also include the proportionate area of the total common areas for the time being in the building, the same to be decided by the

UMA CONSTRUCTION
Jadumathi Chakraborty
Partner

UMA CONSTRUCTION
Jayati Chakraborty.
Partner

Association upon its formation.

K. **PRINCIPAL AGREEMENT** shall mean a separate Development Agreement dated 10.03.2022 being Book No. I, Deed No. 02894 for the year 2022 of A.D.S.R. Naihati. between First Part and Third Part of this Deed.

L. **POWER OF ATTORNEY** shall mean three separate Power of Attorney dated 16.03.2022 being Book No. I, Deed No. 150703232 for the year 2022 of A.D.S.R. Naihati.

M. **SINGULAR AND PLURAL** : All words Singular or Plural to be read as vice-versa.

RECITALS WHEREAS:

A. By a Deed of Gift one (1) Sri. Sankar Kumar Sen, (2) Sri. Sanjay Kumar Sen and (3) Sri. Saibal Kumar Sen received 24.44 Decimals of land from their mother namely Smt. Tarulata Sen vide a Gift Deed on 10.02.2016 which is duly executed and registered before A.D.S.R. Naihati, being Deed No. 150701360 for the year 2016, thus they became the joint owners and occupiers of 24.44 Decimals of land appertaining to R.S. Dag No. 1458 and 1459 corresponding to L.R. Dag No. 2373 and 2374, they have mutated their names jointly in the records of rights and have also mutated before the Naihati Municipality and in the records of B.L. & L.R.O. under several L.R. Khatians 11547, 11548 and 12267 respectively and seized and possessed the same free from all encumbrances, charges, liens, etc as Well.

B. While seized and possessed of the aforesaid parties in all measuring 24.44 Decimals of land which are specifically mentioned in the Schedule herein below, the Owners namely- (i)

UMA CONSTRUCTION

Jadunath Chakraborty
Partner

UMA CONSTRUCTION

Jayati Chakraborty.
Partner

SRI SANKAR KUMAR SEN, (ii) SRI SANJAY KUMAR SEN and (iii) SRI SAIBAL KUMAR SEN, all sons of Late Sudhir Kumar Sen, entered into a Development Agreement with M/S UMA CONSTRUCTION, which is duly executed and registered on 10.03.2022 being Deed No. 150702894 for the year 2022 and recorded in Book No. I, Volume No. 1505-2022, Pages from 71330 to 71376, of A.D.S.R. Naihati in favour of the Developer M/S UMA CONSTRUCTION.

C. As there was no boundary declaration all the owners declared the boundary of the First Schedule noted property which is represented by their Attorney namely - (1) SRI JADUNATH CHAKRABORTY, son of Late Shibdas Chakraborty, and (2) SMT. JAYATI CHAKRABORTY, wife of Sri Jadunath Chakraborty, on 16.03.2022 vide Deed No. 150703232 for the year 2022 and recorded in Book No. I, Volume No. 1507-2022, Page from 80157 to 80190 before the A.D.S.R. Naihati.

D. To start development work on the Schedule mentioned property, the said Developer sanctioned a Building Plan from the Naihati Municipality vide Permit No. 26392, Dated - 29.06.2024.

AND WHEREAS after receiving duly sanctioned Plan from the appropriate authority i.e. Naihati Municipality the Vendors through their Developer started construction work out of their own fund on the First Schedule noted property and several buildings construction work is about to be completed and the Developer handed over the owners' allocated portion as per Development Agreement in favour of the Owners and the owners are in search of intending Purchaser/ Purchaser for the portion which the developers received as consideration from the Purchaser as per the said Agreement. The construction of the multi-storied building on the above schedule noted property on the own funds of the Developer and the owners have notified such advs/display to sale or dispose the flats or unit to any such intending Purchaser or

UMA CONSTRUCTION
Jadunath Chakraborty
Partner

UMA CONSTRUCTION
Jayati Chakraborty.
Partner

Purchaser.

AND WHEREAS after receiving duly sanctioned Plan from the appropriate authority i.e. Naihati Municipality the Vendors through their Developer started construction work out of their own fund on the First Schedule noted property and completed the said development work as per Development Agreement and constructed a Boundary wall thereon and has commenced construction of the building namely- **TARULATAA APARTMENT** having four Blocks namely- Block- 'A' and 'B', in accordance with the building plan sanctioned by the Naihati Municipality and called upon the buyers interested in acquiring Flat/Flats/unit/units in the said building.

AND WHEREAS the Purchaser of the Second Part hereto has inspected the Title Deeds of the First Schedule property and satisfied himself with the terms and conditions laid down in the Deed of Agreement executed by the Vendor and the Developer and being satisfied with the title entered into an Agreement for Sale with the Vendor of the First Part and Developer/Promoter of the Third Part.

AND WHEREAS the Purchaser have taken inspection of all the documents of title of the Vendors and its allied papers and being satisfied about the non-encumbrance position of the land and premises the Purchaser have approached to the Developer for purchase of a self-contained Flat being known as Flat/Unit No....., of the Floor of the said Building namely- **TARULATAA APARTMENT** on the said premises, measuring about an area of Sq.ft. Carpet area and the Vendors have agreed to sale the said UNIT as more fully described in Schedule hereunder written and depicted and delineated within **RED** border line in the annexed Map or Plan hereto at a consideration of Rs only for flat excluding G.S. Tax to be paid to the Government as per Government norms and the Purchaser have agreed to the said consideration amount as per Agreement.

UMA CONSTRUCTION

Jadumath 

Partner

UMA CONSTRUCTION

Jayati Chakraborty.

Partner

AND WHEREAS the Developer has agreed to sale and the Purchaser have agreed to purchase the said Unit/Flat as referred to in the Second Schedule below free from all encumbrances, charges and liens.

AND WHEREAS in consideration of the above, the Developer with the Power of Attorney agreed to execute the Deed of Conveyance in favour of the Purchaser herein in respect of the proportionate share or interest in the land comprised in the said Premises pertaining to the said unit at or for the consideration of Rs. only for Flat paid by the Purchaser to the Developer as per Memo below excluding G.S. Tax to be paid to the Government as per Government norms

AND WHEREAS the Vendors and the Developer have no Right, title, interest, claim and demand whatsoever or howsoever into or upon the said Unit and in any event the Vendors and the Developer do and each of them doth hereby release, relinquish, disclaim, transfer and assign all their respective title, interest, claim or demand whatsoever or howsoever over and in respect of the said Unit unto and in favour of the Purchaser herein.

NOW THIS INDENTURE WITNESSETH as follows :-

In pursuance of the said Agreement for Sale and in consideration of the said sum of Rs only for acquiring the said Second Schedule noted Flat along with undivided proportionate impartible share in the land underneath of the said premises and attributable to the said Unit paid by the Purchaser to the Vendors through the Developer in terms of the Development Agreement the receipt whereof the Vendors doth hereby as also by the receipt hereunder written admits and acknowledges to have received of and from the same and every part thereof the

UMA CONSTRUCTION
Jadunath Chakraborty
Partner

UMA CONSTRUCTION
Jayati Chakraborty.
Partner

said Vendors and the Developer do hereby forever acquit, release and discharge the said Purchaser and the said undivided, impartible, proportionate share or interest in the land comprised in the said premises and attributable to the said **UNIT** hereby intended to be sold, transferred and conveyed) the said Vendors doth hereby grants, conveys, transfers, assigns and assures and the said Developer doth hereby confirms and disclaims and disowns its respective rights **UNTO AND IN FAVOUR OF THE SAID PURCHASER ALL THAT** the entirety of the Vendors' right, title, interest into or upon **ALL THAT** undivided impartible proportionate share or interest in the land underneath the Building comprised in the **SAID PREMISES** (more fully described in the First Schedule hereunder written and herein before and hereinafter referred to as the said undivided share) and attributable and/or allocable to the said Unit more fully described in the Second Schedule hereunder written and the said Developer doth hereby grants, transfers, releases and assures and the said Vendors doth hereby transfers, confirms, releases, disclaims and disowns all rights **UNTO AND IN FAVOUR** of the said Purchaser in respect of **ALL THAT** the said Unit more fully described in the Second Schedule hereunder written and herein before and hereinafter called the said Unit unto and in favour of the Purchaser herein **TOGETHER WITH** sewers, drains, water courses, passages, rights, lights, liberties, privileges, easements, appendages whatsoever thereto belonging or in any way appertaining thereto or with the same or any part thereof usually held, used, enjoyed or accepted or reputed or known to be a part or parcel or member or members thereof or appurtenant thereto **AND** all the estate, right, title, interest, property, claim and demand whatsoever or howsoever of the Vendors and the Developer into or upon or in respect of the said undivided share in the said Unit **AND** the reversion, or reversions, remainder or remainders and rents, issues and profits thereof, **TO HAVE AND TO HOLD** the said undivided proportionate share in the land and the said Unit and every part thereof and all other properties and rights hereby sold, granted, conveyed, transferred, assigned and

UMA CONSTRUCTION

Sadumatti Chakrabarty
Partner

UMA CONSTRUCTION

Jayati Chakrabarty
Partner

assured or expressed intended so to be unto and in favour of the Purchaser herein absolutely and forever from all encumbrances, charges, liens, lispendens and attachments of whatsoever or howsoever nature **TOGETHER WITH** the right of use of the common areas, portions and common parts comprised in the said building **AND** also the right of free ingress in and egress out from the said Unit **SUBJECT HOWEVER** to the Purchaser making payment of the proportionate share of maintenance and other charges and expenses to be paid by the Purchaser in respect of the maintenance and management of the common services (more fully and particularly mentioned and described in the Fourth Schedule hereunder written) **SUBJECT NEVERTHELESS** to the Purchaser's covenant and observance, fulfillment and performance of all the restrictions, terms and conditions covenants and obligations herein stated **AND TOGETHER WITH** all the easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said undivided share and the said Unit belonging to the Purchaser (more fully and particularly described and mentioned in the Fifth Schedule hereunder written) **EXCEPTING AND RESERVING** unto Vendors/ Developer all the other persons deriving title under the Vendors/Developer all the easements or quasi-easements and other rights and privileges (more fully and particularly mentioned and described in the Sixth Schedule hereunder written) **BUT OTHERWISE** free from all encumbrances and charges and as a transferable estate of inheritance absolutely and forever according to the nature of the said undivided share in the Said Unit.

THE PURCHASER DOTH HEREBY COVENANTS WITH THE VENDORS as follows :-

a) **THAT** the Purchaser shall not be entitled for partition of the said property by metes and bounds. It is agreed that the area mentioned in the Deed is including super built-up area comprised in the said Unit/ Flat.

UMA CONSTRUCTION

Jadumath Chakraborty

Partner

UMA CONSTRUCTION

Jayati Chakraborty.

Partner

b) **THAT** the Purchaser shall be liable to pay directly to the authority or contribute in proportion to the Floor area of the Unit/ Flat hereby conveyed to the Purchaser toward payment of Corporation Taxes and other outgoings i.e. payment of Government Revenue payable in respect of the property till the Co-operative Society has been formed among the Purchaser and when the Co-operative to be formed then the same shall be made by the Purchaser to the co-owners of the Flat/ Flats in the Building represented by the Co-operative Society of the Purchaser of the Flat/ Flats of the Building for said purpose.

c) **THAT** the Purchaser also be entitled to sale, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Vendors or Developer or any other co-Owners who may have acquired and who may hereafter acquired any right, title, interest to those acquired by the Purchaser under the terms of this conveyance.

d) **THAT** the Purchaser shall not in any way obstruct further construction the common passage, drive ways, landed area, roof or stair cases of the said property, not store thereto any rubbish or other materials, goods or furniture nor shall do anything whereby the use or enjoyment of the said premises be in any way prejudicially affected or vitiated and to use ground floor for commercial purpose.

e) **THAT** the Purchaser shall not demolish or remove any structure walls, doors, window, shutters in or over the said premises.

f) **THAT** the Purchaser shall maintain at their own costs the said Unit/Flat in the same good conditions, state and order as being delivered to him and shall abide by all rules and regulations of the Society or any other authorities and also agreed to pay G.S.T. if applicable.

UMA CONSTRUCTION

Jayanti Chakraborty

Partner

UMA CONSTRUCTION

Jayanti Chakraborty.

Partner

g) **THAT** the Purchaser shall not make any structural addition or alteration in the said Unit or erect brick partition and keep heavy articles. The Purchaser shall not keep or store any inflammable or combustible articles in the said Unit nor shall the Purchaser do anything which may constitute any nuisance or annoyance to the occupiers of the other Unit/ Flat in the said building.

h) **THAT** the Purchaser shall not use the said unit for any illegal or immoral purposes. The Purchaser may dispose of the Flat/Unit to any person in future.

i) **THAT** the Purchaser shall not throw or accumulate any dirt, rubbish, rags or refuse in the Vendors' property or in the compound or any portion of the said building.

j) **THAT** the Purchaser shall pay their proportionate share towards all outgoings in respect of the said property and also towards monthly service and maintenance charges for maintenance of common parts for common easements etc..and shall also separately pay the proportionate share of and other taxes in respect of the said property.

k) **THAT** until formation of Society or an Association amongst the Purchaser, Flat/Flats Owners shall pay the proportionate share of the Municipality rates, taxes, sur-charges and water charges including multi-storied building tax, charges if any assessed on the said property and the Building thereat.

l) **THAT** in the event of a Society or an Association being formed and registered by the Purchaser of all Units and or Flat in the said building the power and authorities of the Society or association so to be formed of the Purchaser herein and other Purchaser of the different Flats and Units shall be subject to overall authority and control of the Vendors as per existing law.

m) **THAT** notwithstanding anything to the contrary herein before contained if the Purchaser fail to pay the common expenses, service charges and the charges for electricity

UMA CONSTRUCTION

Jayanti Chakraborty

Partner

UMA CONSTRUCTION

Jayanti Chakraborty

Partner

consumed by them and or any amount becoming payable by the Purchaser the Association or Co-operative Society shall be entitled to disconnect or otherwise to stop the supply of electricity, water in the said Unit until such time as the Purchaser make full payment of the same.

n) **THAT** the Vendors/Developer shall have the conclusive right to possess, use and dispose of the roof and parapet walls as mentioned in the Second Schedule written hereunder.

o) **THAT** the Vendors/Developer shall arrange for the installation of separate electric meter in the name of the Purchaser for which purpose the Purchaser shall bet the costs till there be arrangement of separate electric meter in the name of the Purchaser, the Vendors/Developer shall supply electricity in the said Unit No..... of the Floor and the Purchaser shall pay the Bills proportionately as per their consumption. The Purchaser shall not be entitled to get supply of electricity from the Vendors/ Developer if they fail to pay the electricity charges for two consecutive months:

P) **THAT** the Developer shall arrange for supply of water at the cost of the Purchaser in Purchaser's Unit/ Flat from the Corporation Authority or Deep Tube-well or available service, but the Purchaser shall pay the proportionate share of the electric charges of supply of water to the Unit/ Flat.

q) **THAT** the Vendors shall allow the Purchaser to go to the fixed portion of the roof through the stair case and to allow the Purchaser to install his/their T.V. Antenna at the roof in a suitable place which will not create any disturbance to others as stated in Power of Attorney.

r) **THAT** the Purchaser shall have to keep the said Flat/ Unit in good substantial repair and to keep the said Flat in the Building in good repair to ensure supports and protection to the other parts of the Building in good repair to ensure support and protection to the other parts of the said building as they now enjoy.

UMA CONSTRUCTION

Sadumatti Chakraborty
Partner

UMA CONSTRUCTION

Jayati Chakraborty
Partner

s) **THAT** the Purchaser shall not do any kinds of damage in the main pillars/ columns in which the Building stands on.

t) **THAT** the Vendors and the Developer doth hereby indemnify the Purchaser in this behalf and keep them sufficiently harmless against all such claim, question or demand.

u) The Vendors and the Developer further covenant with the Purchaser that the First Schedule property is not hit by any lien, lispendence or Debttor or charge or attachment or acquisition or requisition or any scheme whatsoever and that the title of the Vendors in the said Flat as also proportionate share or interest in the land that is being conveyed to the Purchaser by this instrument does not suffer from any latent or patent, defect of title such that the title obtained by the Purchaser on the footing of this instrument.

v) **THAT** the Vendors and the Developer covenant with the Purchaser that the cost of the Purchaser they shall execute and register all documents as may be necessary for further rectification of the title of the Purchaser in the Flat together with undivided proportionate share and/or interest of the land and the right of common work/ facilities.

w) **THAT** the Vendors and the Developer further covenant with the Purchaser that they shall produce or cause to be produced all documents relating to the title of the Second Schedule Flat that are retained by them as and when are required by the Purchaser.

x) **THAT** if any of the statements of this Deed be found to be not true and if no account of any infirmity the title of the Vendors in the Second Schedule Flat, the Purchaser suffer any loss, the Vendors and the Developer shall compensate the same with interest and shall come within the purview of law.

THE PURCHASER DOTH HEREBY COVENANTS WITH THE VENDORS AND DEVELOPER as follows :-

UMA CONSTRUCTION

Jadunath Chakrabarty
Partner

UMA CONSTRUCTION

Jayati Chakrabarty
Partner



i) The Purchaser and all other person or persons deriving title from under and in trust for the Vendors shall at all material times hereafter observe and perform the restrictions more fully and particularly mentioned elsewhere in this presents.

ii) The Purchaser shall at all material times hereafter regularly and punctually make payment of all the Panchayat rates and taxes and proportionately the other statutory taxes ceases and impositions and expenses attributable to and or relating to the said undivided share in the Unit and/or relating to the maintenance of the said premises in which the said Unit is situated from the date the Purchaser have taken possession of the said Unit/Flat.

iii) That in case G.S.T./Service Tax or any kind of Taxes are imposed by the Govt. then the Purchaser will have to pay the said Taxes to the Govt. through the Developer and the Purchaser will have to pay the said amount to the Developer and they can not withheld to pay it anyhow.

iv) That the said Purchaser shall not raise any objection on further construction on or above roof of the said building.

v) That the Purchaser shall not rise any objection for ground floor to be used as commercial purpose of the said building.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of Bastu land containing an admeasuring area about 24.44 Decimals together with newly constructed multi-storied building namely- **TARULATAA APARTMENT** in Block- 'A' and 'B' comprised in R.S. Dag No. 1458 and 1459 corresponding to L.R. Dag No. 2373 and 2374, under L.R. Khatian Nos. 11547, 11548 and 12267, all within Mouza- Naihati, J.L. No. 03, P.S. Naihati, District- North 24 Parganas, Pin- 743165, and all rights and privileges

UMA CONSTRUCTION

Jadunath Chakraborty
Partner

UMA CONSTRUCTION

Jayati Chakraborty.
Partner

delineated on the plan annexed hereto on the specific bordered or coloured 'RED' being butted and bounded as follows:-

On the North : House of Mitra.

On the South : Pond.

On the East : Municipal Road.

On the West : Other's land.

THE SECOND SCHEDULE ABOVE REFERRED TO

(The Unit / Flat)

ALL THAT the self-contained Flat/ Unit being No..... on the Floor in **Block-**, of the Multi-Storied building known as **TARULATAA APARTMENT** having an saleable area of Square feet Carpet area in the Floor consisting of Bedrooms, Living-cum-Dinning, Kitchen, Toilets, Balcony etc. more specifically described in the annexed sketch Map/Plan hereto and bordered by **RED** line situated on First Schedule noted property situated at R.S. Dag No. 6350 corresponding to L.R. Dag No2373 and 2374, under L.R. Khatian Nos. 11547, 11548 and 12267, all within Mouza- Naihati, J.L. No. 03, P.S. Naihati, District- North 24 Parganas, Pin- 743165, Additional District Sub-Registry Office, Naihati, District and District Sub-Registry Office, Barasat, together with undivided proportionate share of land underneath together with common right of user of staircase, lift and all the common areas, facilities and amenities comprised in the said building as more fully mentioned in the First Schedule above is the property hereby sold butted and bounded as follows:-

On the North

On the South

On the East

On the West

UMA CONSTRUCTION

Tadumath ~~*Tadumath*~~
Partner

UMA CONSTRUCTION

Jayati Chakraborty
Partner

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Parts)

1. The foundations, columns, beams, supports, corridors, lobbies, stairs, stair-ways, landings and entrances.
2. Drains and sewers of the premises.
3. Water sewers and drainage evacuation pipes from the Unit to drains and sewers common to the premises.
4. Boundary walls of the premises including outer side of the walls of the said Building and main gates.
5. Lift.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(The Common Expenses)

1. All costs of maintenance, operations, repairs, replacements, services and white washing, painting, rebuilding, reconstructing, decorating and redecorating of all the common areas/parts. The fixtures, fittings, electrical wiring and equipment in, under or upon the building enjoyed by or used in common by the occupiers of the building.
2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, liftman etc.
3. Insurance premium for insuring the said Building and every part thereof against earthquake, damage by fire, lightning, mob violation, civil commotion, etc. if insured.
4. Expenses for supplying common utilities including electricity water charges, etc. payable to the concerned authorities and or organisation and payment of all charges including incidental charges thereto.

UMA CONSTRUCTION

Jadunath Chakrabarty
Partner

UMA CONSTRUCTION

Jayati Chakrabarty
Partner

5. Municipality and all other taxes and levies and all other outgoings save those which could be separately assessed or incurred in respect of any unit or portion of land.
6. Electricity expenses for lighting all the common areas and other walls of the Building, parking space and/or operation of all the common parts/ facilities.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Easement)

1. The Purchaser shall be entitled to all rights, privileges, vertical and lateral supports, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said premises and the common areas of the said Building or therewith usually held, used, occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified, accepting and re-serving unto and for the Vendors/Developer and/or other co-Purchaser the right, easements, quasi-easements, privileges and appurtenances hereinafter more particularly set forth in the Sixth Schedule hereunder written.
2. The right of access in common -with the Vendors/Developer and/or other occupiers at the said building at all times and for all normal domestic purposes connected with the enjoyment of the common parts of the said Building.
3. The right of way in common as aforesaid into and upon the common passages, driveways and entrance at all times and for all purposes connected with the reasonable use and enjoyment of the said Unit with or without vehicle over and along with driveways and pathways comprised in the said Building **PROVIDED ALWAYS** and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser and/or the Purchaser' servants, agents, employees and invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise, the

UMA CONSTRUCTION

Jayanti Chakrabarty
Partner

UMA CONSTRUCTION

Jayanti Chakrabarty
Partner

free passage of other person or persons including the Vendors/Developer entitled to such right of way as aforesaid along with such common passages, driveways and entrances as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Easements reserved for the Vendors/Developer)

The under mentioned rights, easements, quasi-easements and privileges appertaining to the said premises shall be excepted and reserved for the Vendors/Developer and other co-Purchaser and/or occupiers of the other part or parts of the said premises.

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the said premises as aforesaid for the use of the common parts and facilities.
2. The right of flow in common with the Purchaser and other person or persons as aforesaid of electricity and water from and to any part (other than the said Unit) or the Other Part or parts of the said Building through pipes, wires and conduits lying or being in under, through or over the said Unit as far as may be reasonably necessary for the beneficial use, occupation and enjoyment of the other part or parts of the said premises.
3. The right of protection of other part or parts of the said Building by all parts of the said Unit as the same can or does normally protect.
4. The right as would otherwise become vested in the Purchaser by means of any of the structural alterations or otherwise in any manner to less-on or diminish the normal enjoyment by other part or parts of the said premises.

UMA CONSTRUCTION

Jadumata Chakraborty
Partner

UMA CONSTRUCTION

Jayati Chakraborty
Partner



5. The right with or without workmen and necessary materials to enter from time to time upon the Said Unit for the purpose of rebuilding, repairing, replacing, or cleaning so far as may be necessary such pipes, wires and conduits as aforesaid **PROVIDED ALWAYS** and save in case of emergency the Vendors/Developer and occupiers of other part or parts of the said building shall give to the Purchaser a prior 48 (forty eight) hours written notice of its or their intention for such entry as aforesaid.

IN WITNESSETH WHEREOF the Vendors and Purchaser above named have subscribe their respective hands hereto in presence of witnesses on the day, month and year first above written.

Witnesses:-

1. (i) SRI SANKAR KUMAR SEN,
(ii) SRI SANJAY KUMAR SEN
(iii) SRI SAIBAL KUMAR SEN
2. being Represented by their Attorney

Drafted by me.

Signature of the Vendors.

(.....)

Signature of the Purchaser

Advocate.

*Barrackpore Court
Enrolment No. WB-*

UMA CONSTRUCTION
Jayati Chakraborty
Partner
UMA CONSTRUCTION
Jayati Chakraborty
Partner
Signature of the Developer

Typed by me.