

SALE DEED

THIS SALE DEED is made on this the day of **June, 2025** (Two Thousand Twenty Five) **BETWEEN (1) SMT. FULI MONDAL @ PHULLY MONDAL** (PAN- FFDPM7578J) wife of- Sri Nirapada Mondal, **(2) SRI NETAI CHANDRA MONDAL** (PAN- FFDPM7589M), **(3) SRI MINTU MONDAL** (PAN- BEMPM5027C) and **(4) SRI PINTU MONDAL** (PAN- BEXPM7408A) all sons of- Sri Nirapada Mondal by faith- Hindu, by nationality- Indian, by occupation- Housewife & Business, residing at- Dhalua, Kalitala, P.S.- Narendrapur, Kolkata- 700152

– represented by their Lawful Constituted Attorney **(1) SRI SUKANTA KUMAR MONDAL** (PAN- AHBPM1094Q) son of Sri Subir Mondal, **(2) SRI SUBRATA NASKAR** (PAN- ACKPN6880H) son of Late Santosh Naskar, both by faith – Hindu, by nationality- Indian, residing at Dhalua, P.S.- Narendrapur (previously Sonarpur), Kolkata-700152, **(3) SRI PINTU DEBNATH** (PAN- AGHPD4819P) son of- Late Anil Debnath, by faith- Hindu, by nationality- Indian, residing at- L-7, Sreenagar Main Road, P.O.- Panchasayar, Police Station- Panchasayar, Kolkata- 700094 and **(4) SRI PINTU MONDAL** (PAN- BWCPM7030B) son of- Sri Kanai Chandra Mondal, by faith– Hindu, by nationality- Indian, residing at- Radhanagar, P.S.- Narendrapur (previously Sonarpur), Kolkata- 700150, hereinafter called and referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal representative, heirs, successors, executors and/or assigns) of the **FIRST PART**

A N D

S.P. CONSTRUCTION (PAN- ADIFS6473Q) a Partnership Firm having its office at – 610, East Tentulberia, P.O.– Panchpota, P.S.- Narendrapur (previously Sonarpur), Kolkata– 700152 and represented by its Partners namely **(1) SRI SUKANTA KUMAR MONDAL** (PAN- AHBPM1094Q) son of Sri Subir Mondal, **(2) SRI SUBRATA NASKAR** (PAN- ACKPN6880H) son of Late Santosh Naskar, both by faith – Hindu, by nationality- Indian, residing at Dhalua, P.S.– Narendrapur (previously Sonarpur), Kolkata–700152, **(3) SRI PINTU DEBNATH** (PAN- AGHPD4819P) son of- Late Anil Debnath, by faith- Hindu, by nationality- Indian, residing at- L-7, Sreenagar Main Road, P.O.- Panchasayar, Police Station- Panchasayar, Kolkata- 700094 and **(4) SRI PINTU MONDAL** (PAN- BWCPM7030B) son of- Sri Kanai Chandra Mondal, by faith– Hindu, by nationality- Indian, residing at- Radhanagar, P.S.- Narendrapur (previously Sonarpur), Kolkata- 700150, hereinafter called and referred to as the “**DEVELOPER**” (which expression shall unless repugnant to the context or

meaning thereof be deemed to mean and include its successor-in-interest, legal representatives and permitted assigns) of the **SECOND PART**

A N D

.....
, hereinafter called and referred to as the "**PURCHASER**"
 (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**

WHEREAS:-

- I. The name of one Satish Chandra Naskar, son of- Late Sashi Bhushan Naskar has been published as recorded owner in the Revisional Settlement Record-of-Rights (Parcha) in respect of the land measuring about 50 decimal in R.S. Khatian No. 52, R.S. Dag No. 184, Mouza- Dhalua and thereafter on 28.06.1968, Satish Chandra Naskar sold the said 50 decimal of land to (1) Birendra Nath Chatterjee, (2) Sailendra Nath Chatterjee, both sons of- Late Satyendra Nath Chatterjee and (3) Mrinal Kanti Chatterjee, son of- Hirendra Nath Chatterjee by virtue of a Deed of Conveyance registered before Sub. Registrar, Sonarpur and recorded in Book No.- I, Volume No.- 20, Pages 252 to 255, Being No.- 1206 for the year 1968;
- II. Birendra Nath Chatterjee, Sailendra Nath Chatterjee and Mrinal Kanti Chatterjee sold some portion of land from their said total purchased land of 50 decimal and were retaining the land measuring about 15 cottahs in R.S. Khatian No. 52, R.S. Dag No. 184, Mouza- Dhalua and to look after and also to initiate sale proceedings in respect of their said rest 15 cottahs of land they jointly executed a General Power of Attorney in favour of Sujata Chakraborty, wife of- Himangshu Ranjan Chakraborty which was registered on 13.06.1995 before A.D.S.R.

Sonarpur and recorded in Book No.- IV, Volume No.- 2, Pages 159 to 162, Being No.- 140 for the year 1995;

- III.** On 05.08.1995, Birendra Nath Chatterjee, Sailendra Nath Chatterjee and Mrinal Kanti Chatterjee through their Lawful Constituted Attorney Sujata Chakraborty sold the land measuring about 8 cottahs from the said 15 cottahs of land in R.S. Khatian No. 52, R.S. Dag No. 184, Mouza- Dhalua to Nirapada Mondal, son of- Late Gobardhan Mondal by virtue of a Deed of Conveyance which was registered before A.R.A. Calcutta and recorded in Book No.- I, Volume No.- 72, Pages 146 to 157, Being No.- 2789 for the year 1995;
- IV.** After purchasing the said land measuring about 8 cottahs in R.S. Khatian No. 52, R.S. Dag No. 184, Mouza- Dhalua, Nirapada Mondal, mutated his name in the L.R. Record-of-Rights and thereafter on 27.01.2005, Nirapada Mondal executed a Deed of Gift in favour of his wife Fuli Mondal @ Phully Mondal and 3 (three) sons namely Netai Chandra Mondal, Mintu Mondal and Pintu Mondal (all four of them being the owners herein) in respect of the land measuring about 4 cottahs 11 chittacks 22 sq. ft. as morefully and particularly described in the First Schedule written hereunder, the said Deed of Gift was registered before D.S.R.-IV, Alipore and recorded in Book No.- I, Volume No.- 22, Pages 2474 to 2485, Being No.- 3614 for the year 2007;
- V.** Thus by virtue of the Deed of Gift as mentioned hereinabove the owners herein became the joint owners of the land measuring about 4 cottahs 11 chittacks 22 sq. ft. as morefully described in the First Schedule written hereunder and thereafter they mutated their name before the BL&LRO Sonarpur and L.R. Record-of-Rights (Parcha) has been published in their respective names and they had been enjoying the joint ownership of the said land without any interferences from anyone;

- VI.** With an intention to build a multi-storied building on their said land as mentioned in the First Schedule hereunder the owners herein entered into a Development Agreement with the Developer herein which was registered on 30.09.2019 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2019, Pages 172678 to 172715, Being No. 4825 for the year 2019 and for smooth running of the said construction work the owners herein executed a Registered Power of Attorney after Registered Development Agreement which was registered on 30.09.2019 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2019, Pages 160005 to 160038, Being No. 4826 for the year 2019;
- VII.** Thereafter the Developer herein submitted a building sanction plan in respect of the land as described in the First Schedule hereunder and got the sanctioned building plan bearing sanction no. **SWS-OBPAS/2207/2022/0922 dated 14.09.2022** duly sanctioned from Rajpur Sonarpur Municipality and started construction of a straight three storied building known as AASHRAY FLORET on the said First Schedule land;
- VIII.** 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
- IX.** The Purchaser 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 one covered car parking space measuring about 135 sq. ft. useable area at the Ground Floor of the said building named as

“AASHRAY FLORET” 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 that the Developer would sale the aforesaid Flat and car parking space to the Purchaser 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 and in consideration of the said total sum of Rs./- (Rupees/.....) only paid by the Purchaser to the Developer by way of full and final payment for the price of the said flat and 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 Owners/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 Owners/Developer forever release, discharge, acquit and exonerate the Purchaser the said flat and car parking space and undivided proportionate share in land and common parts hereby granted, sold transferred and conveyed to the Purchaser, the Owners/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 Purchaser ALL THAT the Flat and car parking space of the said building named as “AASHRAY FLORET” TOGETHER WITH undivided proportionate share in the land morefully and particularly mentioned and described in the Second Schedule hereunder and Together with the rights and properties appurtenant thereto (which inter-alia include the proportionate undivided share or interest in the land at the said premises

described in the First Schedule hereunder and also the undivided proportionate share or interest in the common parts and/or portions of the Building and also the easement, more fully described in Third Schedule hereto) hereinafter collectively called the PROPERTIES TOGETHER WITH the rights of enjoyment of all existing other rights and liberties AND which shall at any time hereafter be added and found therewith and which were and shall be howsoever at any time otherwise be situated, butted, bounded, called, known, numbered, described and distinguished AND ALL THAT the estate, right, title, and/or interest of the Owners/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 and or alienation whatsoever TO HAVE AND TO HOLD the property including the flat and Rights and properties appurtenant thereto and each and every part thereof unto and to the use of the Purchaser 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 OWNERS/DEVELOPER HEREBY COVENANT WITH THE PURCHASER as follows:-

(i) That the interest which the Owners/Developer and profess, transfer subsists and the Owners/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 Owners/Developer and hereby confirms the same unto and in favour of the Purchaser absolutely and forever.

(ii) AND THAT the Owners/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 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 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 Owners /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 Owners/Developer.

(iv) The Purchaser 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 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 his own use, without any suit, lawful eviction interruption, disturbance, claims or demands whatsoever from or by the Owners/ Developer and or any person or persons lawfully claiming or to claim through under or in trust for the Owners/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 Owners /Developer.

(v) That the Owners/Developer and shall from time to time and at all times hereafter upon every reasonable requests and at all the cost of the Purchaser make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyance, matters and things whatsoever for further betterment or more perfectly assuring and absolutely granting the property and every part thereof hereby granted and sold, unto and to the use of the purpose.

(vi) **AND THAT** the Unit and the rights and properties appurtenant thereto is freely, clearly and absolutely acquitted, exonerated, released and forever discharged from and by the Owners/Developer and unto and in favour of the Purchaser.

(vii) The Purchaser, shall hereafter, have the right to mutate his name in the Records of the Rajpur Sonarpur Municipality or any other authority or authorities concerned, as owner of the said flat and car parking space, rights and properties appurtenant thereto and also to pay the Municipal Rates and Taxes as may be assessed or imposed in respect of the said flat, rights and properties appurtenant thereto and until and unless the unit is separately assessed the Purchaser will pay proportionate share of rates and taxes.

(viii) The Purchaser shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the unit or therewith held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto which is more fully and particularly mentioned in Third Schedule hereunder written.

(ix) **AND FURTHER THAT** unless prevented by fire or some other irresistible accident the Owners/Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the

Purchaser or at any hearing, suit, to the Purchaser and/or the agent/s of the Purchaser 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 Owners/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 and car parking space rights and properties in any manner whatsoever.

AND IT IS HEREBY AGREED BY AND BETWEEN THE OWNERS

/DEVELOPER AND THE PURCHASER as follows:-

- (1) The Purchaser 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 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 Purchaser shall be entitled to the right or access in common with the Owners/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 Purchaser and his 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 car parking space and pathways comprised with the said building therein contained shall permit the Purchaser or any person deriving title under the Purchaser 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 Purchaser shall have the right of protection of the said Flat to be kept safe and perfect of all portions of the Flat including the entire premises.

(5) The Purchaser 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 Purchaser 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 PURCHASER DOETH HEREBY COVENANT WITH THE OWNERS/DEVELOPER as follows:-

i) The Purchaser shall observe, fulfill 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 car parking space and common expenses and all other outgoing described in the Fourth Schedule hereunder proportionately.

ii) The Purchaser shall not raise any unreasonable objection in respect of the said flat and car parking space and put any requisition concerning the nature, scope and extent thereof.

iii) The Purchaser 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 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 car parking space after its completion and the rights and properties.

- iv)** The Purchaser shall apply for and have the said flat and car parking space, rights, and properties mutated in his name and separately assessed for the purpose of assessment of Municipal rates and taxes.
- v)** Until such time the said flat and 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 Purchaser shall deposit the same with the Owners/Developer, until the Association is formed by the Owners/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 car parking space and the rights and properties for the purpose of liability of Municipal Rates and taxes and impositions the Purchaser shall pay such Tax, impositions as may be assessed in respect of the said flat and car parking space and the rights and properties directly to the Rajpur Sonarpur Municipality.
- vii)** The Purchaser 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 Purchaser 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 Purchaser in complying with his 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 Purchaser will accrue with effect from the date of registration/possession (whichever is earlier) of the

said flat and one car parking space and the rights and properties by the Owners/Developer to the Purchaser.

ix) The Purchaser hereby undertakes to enter as a member of the Flat Owners' Association to be formed by the Owners/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 Purchaser undertakes that until the Association is formed and takes the maintenance and management of the common portion, the Purchaser shall co-operate with the Owners/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 Owners/Developer for all liabilities due to non-fulfillment of their respective obligation hereunder.

xi) The Purchaser shall at his 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 PURCHASER SHALL NOT DO THE FOLLOWING IN CONNECTION WITH THE USE AND ENJOYMENT OF THE FLAT 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 Owners/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 Owners/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 use any other common areas of the building apart from the area designated for the Purchaser's car-parking space.
- ix.** Not to obstruct in any manner the Owners/Developer in transferring any right in or on the land, building or other flat and car-parking space etc.
- x.** Not to claim any partition or sub-division of the said land or the common parts.
- xi.** Not to block any common passage, so long the utility provided to the Purchaser 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 land measuring about **4 (four) cottahs 11 (eleven) chittacks 22 (twenty two) sq. ft.** be the same a little more or less in R.S. Khatian No. 52, L.R. Khatian No. 4266, 4264, 4263 & 4301, R.S. Dag No. 184 corresponding to L.R. Dag No. 194 comprised in and formed under Mouza – Dhalua, J.L. No. 43, Touzi No. 340-342, Holding No. 748, Paschim Dhalua within Ward No. 2, of Rajpur-Sonarapur Municipality under Sub-Registry Office- Garia,

Police Station – Narendrapur within the District – 24 Parganas (South) and the said land is butted and bounded as follows :- (adjacent to Srinagar Main Road).

ON THE NORTH : By R.S. Dag No. 162;

ON THE SOUTH : By R.S. Dag No. 184;

ON THE EAST : By R.S. Dag No. 183;

ON THE WEST : By 10 feet wide common passage & R.S. Dag No. 184 (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** having tiles flooring and without lift facility and **one covered car parking space** measuring about **135 sq. ft. useable area** at the **Ground Floor** of the said straight three-storied building named as “**AASHRAY FLORET**” together with the undivided proportionate share of land in the Holding No.- 748, Paschim Dhalua, which is more fully and particularly described in the First Schedule written hereinabove.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas and Facilities)

1. The total land upon which the straight three 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, stairs/stairways, water tanks entrance and exists of the building mean for common user of all the flat owners including the owners /Developer.
3. Installations of common services, such as light, gas, sewerage etc. meant for common use of all the flat or apartment owners including the owners /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 owners /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 Purchaser, the owners /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 owners/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 Purchaser 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 Purchaser along with other co-Purchaser 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 Owners

2.

Signature of the Developer

Signature of the Purchaser

MEMO OF CONSIDERATION

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

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

Cheque No.	Bank	Date	Amount
-------------------	-------------	-------------	---------------

WITNESSES :

1.

Signature of the Developer

2.

Drafted by –

Dibakar Bhattacharjee
Advocate
High Court, Calcutta.