

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the ..... Day of Two Thousand and Twenty-Five (2025);

**BETWEEN**

**(1) MR. BISHNU PRASAD GHOSH (PAN NO. AEJPG7016B) (AADHAAR NO. 731683110324)**, son of Late Sankar Prasad Ghosh, by faith - Hindu, by Nationality - Indian, by Occupation - Business and **(2) MRS. SHABARI GHOSH (PAN NO. AHRPG7791G)**, wife of Mr. Bishnu Prasad Ghosh, by faith - Hindu, by Nationality - Indian, by occupation -Business, both are residing at Bhangakuthi, G.T. Road, Burdwan, P.O. & P.S. Burdwan, Pin- 713101, District - Purba Burdwan, , hereinafter called and referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, successors, representatives and assigns) of the **FIRST PART**.

The Owners herein duly represented their constituted attorney namely **NIRMAN (PAN NO. AFYPD4033R)**, a proprietorship firm having its registered office at 13, Dum Dum Road, P.O. Motijheel, P.S. Dum Dum (old) Nagarbazar (New), Kolkata - 700074, District - North 24 Parganas, being represented by its Proprietor namely **MR. RAJU DUTTA, (PAN NO AFYPD4033R)**, son of Badal Dutta, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at Gorakshabasi Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District - North 24 Parganas, West Bengal, by virtue of Development Power of Attorney After Registered Development Agreement dated 20<sup>th</sup> Day of January, 2025, which was registered in the office of the Additional District Sub Registrar at Bardhaman and recorded in Book No. I, Volume Number 0203-2025, Page from 30400 to 30425, **Being No. 020300397 for the year 2025.**

**AND**

**NIRMAN (PAN NO. AFYPD4033R)**, a proprietorship firm having its registered office at 13, Dum Dum Road, P.O. Motijheel, P.S. Dum Dum (old) Nagarbazar (New), Kolkata - 700074, District - North 24 Parganas, being represented by its

**NIRMAN**

*Raju Dutta*

**Proprietor**

Proprietor namely **MR. RAJU DUTTA, (PAN NO AFYPD4033R)**, son of Badal Dutta, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at Gorakshabasi Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District - North 24 Parganas, West Bengal, hereinafter called as the "**DEVELOPER/CONFIRMING PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, successors, representatives and assigns) of the **SECOND PART.**

**AND**

[ if the Allottee is a company]

\_\_\_\_\_ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_ (PAN No. \_\_\_\_\_) represented by its authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[ OR ]

[if the Allottee is a Partnership]

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ PAN No. \_\_\_\_\_, represented by its authorized partner \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide \_\_\_\_\_ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

**NIRMAN**

[ OR ]

*Raju Dutta*

**Proprietor**

[if the Allottee is an Individual]

Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/ daughter of \_\_\_\_\_ aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[ OR ]

[ if the Allottee is a HUF]

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN No. \_\_\_\_\_) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART.**

#### WHEREAS :

- A. One Ashim Kumar Paul, Asit Kumar Paul and Jayanta Kumar Paul were the Owners of land measuring 10 Decimals more or less, comprised in R.S. Dag No. 496/974 under R.S. Khatian No. 824 with Other Properties at Mouza Bahirsarbamangala, Police Station Burdwan, in the District of Burdwan by virtue of purchase vide Deed No. 3256, 3257 and 3258 for the year 1989, all registered at Addl. District Sub-Registrar Burdwan from Anadi Ranjan Bandyopadhyay.
- B. Ashim Kumar Paul and others, after the said purchase, duly mutated their names in the records of B.L. & L.R.O. being L.R. Khatian Nos. 2/64, 2/66 and 15/55 and converted their land from DANGA to BASTU vide conversion Case No. 98/81-82.99/81-82 and 100/81-82 from the competent authority.

**NIRMAN**

*Rajiv Dutta*

**Proprietor**



- C. By a Deed of Conveyance dated 27.12.2011, registered at the office of Addl. District Sub-Registrar Burdwan, copied in Book No. 1, CD Volume No. 16, Pages from No. 1166 to No. 1176, Being No. 4861 for the year 2011, Ashim Kumar Paul and Others, described therein as the Vendors, sold, transferred and conveyed to Sekh Nasir Mahammad, described therein as the Purchaser, ALL THAT piece and parcel of land measuring an area of 10 Decimals equivalent to 06 Cottahs 23.9 Sq.ft. more or less comprised in R.S. Dag No. 496/974, L.R, Dag No. 890, 891 and 892 under R.S. Khatian No. 824, L.R. Khatian Nos. 2/64, 2/66 and 15/55 now 16021 at Mouza Bahirsarbamangala, Police Station Burdwan, in the District of Purba Bardhaman.
- D. by a Deed of Conveyance dated 20.02.2014, registered at the office of Addl. District Sub-Registrar Burdwan, copied in Book No. I, CD Volume No. 5, Pages 2821 to 2835, Being No. 01136 for the year 2014, Sekh Nasir Mahammad, described therein as the Vendor, sold, transferred and conveyed to Mr. Bishnu Prasad Ghosh and Mrs. Shabari Ghosh, described therein as the Purchasers, ALL THAT piece and parcel of land measuring an area of 10 Decimals equivalent to 06 Cottahs 23.9 Sq.ft. more or less comprised in R.S. Dag No. 496/974, LR. Dag No. 890, 891 and 892 under R.S. Khatian No. 824, L.R. Khatian Nos. 2/64, 2/66 and 15/55 at Mouza Bahirsarbamangala, Police Station Burdwan, in the District of Burdwan, now Purba Bardhaman.
- E. Said Mr. Bishnu Prasad Ghosh and Mrs. Shabari Ghosh. after the said purchase, duly recorded their names in the records of the B.L. & L.R.O. being L.R. Khatian Nos. 17200 and 17202 respectively and also in the records of Burdwan Municipality being Holding No. 156/3, at Mahalla Keshabganj of Ward No. 01 of the Burdwan Municipality.
- F. Said Mr. Bishnu Prasad Ghosh and Mrs. Shabari Ghosh, the Owners herein, are thus well seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of a plot of land measuring an area about 2.5 Decimals comprised in L.R. Dag No. 890, 05 Decimals comprised in L.R. Dag No. 891 and 2.5 Decimals comprised in L.R. Dag No. 892, being Total Area of 10 Decimals equivalent to 06 Cottahs 23.9 Sq.ft. more or less

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Proprietor

comprised in R.S. Dag No. 496/974 under R.S. Khatian No. 824, L.R. Khatian Nos. 17200 and 17202 at Mouza Bahirsarbamangala, Holding No. 156/3, at Mahalla Keshabganj, within the limit of Ward No. 01 of the Burdwan Municipality, Police Station Burdwan, in the District of Purba Bardhaman, the present OWNERS became the absolute owners and possessors in respect of the FIRST SCHEDULE mentioned property and have been enjoying the same as the absolute possessor without the intervention of any third person.

- G. The said Owners herein decided to construct a building on the said land as per plan to be obtained from the Burdwan Municipality after demolition of the existing building standing thereon and accordingly the said Owners herein entered into a registered Development Agreement dated **20<sup>th</sup> Day of January, 2025** with **NIRMAN (PAN NO. AFYPD4033R)**, a proprietorship firm having its registered office at 13, Dum Dum Road, P.O. Motijheel, P.S. Dum Dum (old) Nagarbazar (New), Kolkata – 700074, District – North 24 Parganas, being represented by its Proprietor namely **MR. RAJU DUTTA, (PAN NO AFYPD4033R)**, son of Badal Dutta, by occupation - Business, by faith - Hindu, by Nationality – Indian, residing at Gorakshabasi Road, P.O. & P.S. Dum Dum, Kolkata – 700028, District – North 24 Parganas, West Bengal i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and also as their lawful attorney to act behalf of them and the same was duly registered before the office of the Additional District Sub Registrar at Bardhaman and recorded in Book – I, Volume Number 0203-2025, Page from 30357 to 30399, **Being No. 020300380 for the year 2025.**

- H. Thereafter, said Owners herein executed a registered Development Power of Attorney after registered Development Agreement dated **20<sup>th</sup> Day of January, 2025** and appointed **NIRMAN (PAN NO. AFYPD4033R)**, a proprietorship firm having its registered office at 13, Dum Dum Road, P.O. Motijheel, P.S. Dum Dum (old) Nagarbazar (New), Kolkata – 700074, District – North 24 Parganas, being represented by its Proprietor namely **MR. RAJU DUTTA, (PAN NO AFYPD4033R)**, son of Badal Dutta, by occupation -

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*Raju Dutta*

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Business, by faith - Hindu, by Nationality – Indian, residing at Gorakshabasi Road, P.O. & P.S. Dum Dum, Kolkata – 700028, District – North 24 Parganas, West Bengal as their lawful attorney to act behalf of them and the same was duly registered before the office of the Additional District Sub Registrar at Bardhaman and recorded in Book No. I, Volume Number 0203-2025, Page from 30400 to 30425, **Being No. 020300397 for the year 2025.**

- I. Thereafter as per terms and conditions of Development Agreement and Development Power of Attorney the Developer herein constructed Ground plus V storied Building according to the sanctioned Plan being Plan No. 739 dated 04.10.2018 issued by the Burdwan Municipality upon the said piece and parcel of land more or less morefully and particularly described in the FIRST SCHEDULE hereunder written.
- J. As per the allocation and/or allotment of Development Agreement dated **20<sup>th</sup> Day of January, 2025**, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
- K. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA on .....**  
**under registration no. ....**
- L. The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, **East** facing of the Ground plus ..... storied Building, measuring an area of ..... **Square**

**NIRMAN**  
*Rajendra*  
**Proprietor**

**Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza – Bahirsarbomangala, J.L. No. 42, comprised in R.S. Dag No. 496/974, under R.S. Khatian No. 824, L.R. Dag Nos. 890, 891, 892, under L.R. Khatian No. 17200 and 17202, being Holding No. 156/3, Keshabganj, P.S. Burdwan, District – Purba Bardhaman, Pin- 713101, under Ward No. 01, within the limits of the Burdwan Municipality hereinafter called and referred to as the **"SAID FLAT"** morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....) only** finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the **PURCHASER** herein.

- M. By an Agreement for Sale dated ..... the Owner/Vendor herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT one Flat, being Flat No. ...., on the ..... Floor (Flooring-.....), East** facing of the Ground plus Three storied Building measuring an area of ..... **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza – Bahirsarbomangala, J.L. No. 42, comprised in R.S. Dag No. 496/974, under R.S. Khatian No. 824, L.R. Dag Nos. 890, 891, 892, under L.R. Khatian No. 17200 and 17202, being Holding No. 156/3, Keshabganj, P.S. Burdwan, District – Purba Bardhaman, Pin- 713101, under Ward No. 01, within the limits of the Burdwan Municipality morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate impartible share and interest in the land which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs.**

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*Rajadutta*

**Proprietor**

**00,00,000/- (Rupees.....) only** and the same was duly confirmed by the said Developer herein.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-**

In Pursuance to the Agreement for Sale dated ..... and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....) only** as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owner/Vendor and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein **ALL THAT** one residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, ..... facing of the Ground plus ..... storied Building measuring an area of ..... **Square Feet super built up area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza – Bahirsarbomangala, J.L. No. 42, comprised in R.S. Dag No. 496/974, under R.S. Khatian No. 824, L.R. Dag Nos. 890, 891, 892, under L.R. Khatian No. 17200 and 17202, being Holding No. 156/3, Keshabganj, P.S. Burdwan, District – Purba Bardhaman, Pin- 713101, under Ward No. 01, within the limits of the Burdwan Municipality morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner/Vendor to the said piece of land and over the premises hereby

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conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owner/Vendor herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owner/Vendor and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner/Vendor and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
3. The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner/Vendor and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/Vendor and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
4. The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the

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*Rajiv*

**Proprietor**

enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.

5. The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.

6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.

7. The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.

8. The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner/Vendor or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.

9. The PURCHASER undivided proportionate interest in land is impartible in perpetuity.

10. The Owner/Vendor, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owner/Vendor or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every

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part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.

- 11.** The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

**NOTE:**

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(THE SAID PREMISES)**

**ALL THAT** piece and parcel of a plot of "BASTU" land measuring an area about 2.5 Decimals comprised in L.R. Dag No. 890, 05 Decimals comprised in L.R. Dag No. 891 and 2.5 Decimals comprised in L.R. Dag No. 892, being Total Area of 10 Decimals equivalent to 06 Cottahs 23.9 Sq.ft. more or less, under L.R. Khatian No. 17200 and 17202 (R.S. Dag No. 496/974 under R.S. Khatian No. 824) at Mouza Bahirsarbamangala, J.L. No. 42, Holding No. 156/3, at Mahalla Keshabganj, within the limit of Ward No. 01 of the Burdwan Municipality, Police Station Burdwan, PIN: 713101 in the District of Purba Bardhaman and the same is Butted and Bounded as follows:

ON THE NORTH	:	BY Vacant Land of Sanjukta Dutta & Sima Mondal;
ON THE SOUTH	:	BY House of A.M. Mallick;
ON THE EAST	:	BY House of Giasuddin;
ON THE WEST	:	BY 20 Feet width Krishnapur Road;

**NIRMAN**

*Rajendra Dutta*

Proprietor  
Proprietor

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of the said Flat)**



**ALL THAT** one residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_\_\_)**, ..... facing of the Ground plus ..... storied Building namely "**ASHA APARTMENT**", measuring an area of ..... **Square Feet super built up area** consisting of ..... (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and ..... (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land, lying and situated at Mouza - Bahirsarbomangala, J.L. No. 42, comprised in R.S. Dag No. 496/974, under R.S. Khatian No. 824, L.R. Dag Nos. 890, 891, 892, under L.R. Khatian No. 17200 and 17202, being Holding No. 156/3, Keshabganj, P.S. Burdwan, District - Purba Bardhaman, Pin- 713101, under Ward No. 01, within the limits of the Burdwan Municipality.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Common Parts and Facilities)**

1. Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
2. The salaries of all the persons employed for the said purpose.
3. All charges and deposit for suppliers of common facilities and utilities.
4. Municipality taxes, multi-storied building taxes, other outgoing saves those separately assessed on the respective Flat/unit.

**NIRMAN**

*Rafiqul Haque*

**Proprietor**

5. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
6. All litigation's expenses for protecting the title of the said land and building.
7. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
9. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
10. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
11. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ 60 paise per sq. ft. as per occupied area monthly within 10<sup>th</sup> of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.
12. Electrical expenses relating to operating water pump.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON RESTRICTIONS FOR OCCUPIERS)**

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all

**NIRMAN**

*Rajiv Datta*

**Proprietor**

to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

**NIRMAN**

*Rajendra*

**Proprietor**



**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

by the **VENDORS** at Kolkata in the presence of :

1. **NIRMAN**  
Rajadutta  
Proprietor
- 2.

**SIGNATURE OF THE VENDORS**

**SIGNED SEALED AND DELIVERED**

by the **DEVELOPER** at Burdwan in the presence of:

1. **NIRMAN**  
Rajadutta  
Proprietor
- 2.

**SIGNATURE OF THE DEVELOPER**

**SIGNED SEALED AND DELIVERED**

by the **PURCHASER** at Burdwan in the presence of:

- 1.
- SIGNATURE OF THE PURCHASER**

**DRAFTED BY:**

Advocate  
High Court, Calcutta.  
Enl. No.

**SCHEDULE 'A'****PART -I****DESCRIPTION OF THE LAND**

ALL THAT piece and parcel of a plot of "BASTU" land measuring an area about 2.5 Decimals comprised in L.R. Dag No. 890, 05 Decimals comprised in L.R. Dag No. 891 and 2.5 Decimals comprised in L.R. Dag No. 892, being Total Area of 10 Decimals equivalent to 06 Cottahs 23.9 Sq.ft. more or less, under L.R. Khatian No. 17200 and 17202 (R.S. Dag No. 496/974 under R.S. Khatian No. 824) at Mouza Bahirsarbamangala, J.L No. 42, Holding No. 156/3, at Mahalla Keshabganj, within the limit of Ward No. 01 of the Burdwan Municipality, Police Station Burdwan, PIN: 713101 in the District of Purba Bardhaman and the same is Butted and Bounded as follows:

ON THE NORTH	:	BY Vacant Land of Sanjuktta Dutta & Sima Mondal;
ON THE SOUTH	:	BY House of A.M. Mallick;
ON THE EAST	:	BY House of Giasuddin;
ON THE WEST	:	BY 20 Feet width Krishnapur Road;

**PART - II****(APARTMENT)**

ALL THAT the Apartment No..... with Carpet Area of ..... square feet (Super built up area ..... Sq. ft.) approx. constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the ..... floor, of "ASHA APARTMENT".

**SCHEDULE 'B'****FLOOR PLAN OF THE APARTMENT ATTACHED HERETO****SCHEDULE - C****PAYMENT SCHEDULE**

1.	On Application	05%
2.	At the time of registration of this Agreement within one month	05%
3.	On Foundation	20%
4.	On Casting of slab of the Apartment	20%
5.	On Brickwork of the Apartment	10%
6.	On Internal plaster of the Apartment	10%
7.	On Installation of Windows of the Apartment	05%
8.	On laying of wiring and plumbing of the Apartment	10%
9.	On laying of Flooring of the Apartment	10%
10.	On or before completion of the Apartment & possession thereof	05%

**\*GST EXTRA.**

**NIRMAN**

*Rajiv Dutta*

**Proprietor**