

TITLE DEED OF SALE

Police Station Bankura

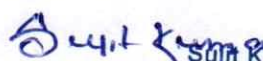
District Bankura,

Sale Value:-Rs. /-

Flat Area – Sq. ft. (Super Buildup Area)

One Car Parking an Area of 120 Sq. Ft. (Super Built up)

**THIS DEED OF SALE IS MADE ON THIS _____ DAY OF
_____ 2022 (Two Thousand and Twenty Two).**


Sujit Kumar Dutta
Proprietor

Contd.....P/2

P/2

BETWEEN

MR. SUJIT KUMAR DUTTA, (PAN ADJPD3786C), Son of Late Amiya Kumar Dutta by faith Hindu, by occupation Business, residing at Kayastha Para, Bankura, P.O., P.S. & Dist. Bankura, Pin – 722101, by Nationality Indian, hereinafter referred to as the **LAND OWNER** (which expression shall unless otherwise excluded by or repugnant to the context shall mean and include the legal heirs, executors, administrators, legal representative's successors and assigns) of the **FIRST PART.**

AND

DEEPSIKHA RESIDENCY a Proprietorship firm having its office at Jahaj Bari, Kenduadihi, P.O. Kenduadihi, P.S. & Dist. Bankura, Pin – 722102 represented by its sole proprietor **MR. SUJIT KUMAR DUTTA, (PAN – ADJPD3786C)**, son of Late Amiya Kumar Dutta by faith Hindu, by occupation Business, residing at Kayastha Para, Bankura, P.O., P.S. & Dist. Bankura, Pin – 722101. Hereinafter called the **"DEVELOPER"** (Which expression unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART.**

AND

- 1) _____ by occupation _____, 2)
by occupation _____, both are residing at _____, by
faith _____, by Nationality Indian as **SECOND PART** hereinafter
called the **"PURCHASERS"** (Which term shall mean and include
unless excluded by or repugnant to the context his heirs,
executors, successors, representatives and assigns).

Contd.....P/3

P/3

AND WHEREAS by virtue of registered Deed of Sale Dated 27/02/2015 the Prabir Kumar Nag & Others by faith Hindu, all the peace and parcel of the transferred and in question lying and situated in under P.S. & Dist. Bankura, Municipality Bankura, Ward No. 22, Mouza Kenduadihi, R.S. Plot No. 243/1408 was registered at the office of ARA – III Kolkata and entered in the book – I, CD Vol. 2, Page 3985 to 4019 being No, I – 00614 of the year 2015.

AND WHEREAS the owner i.e. Mr. Sujit Kumar Dutta has decided the said plot No. 1559 L.R. in Kenduadihi Mouza J.L. No. 213 which is under jurisdiction Bankura Municipality referred plot has also been mutated in L.R. Khatian No. 7981 with area of 0.97 Acre having classification BASTU in the office of the B.L.&L.R.O. – I Bankura.

AND WHEREAS the referred plot was also mutated in Bankura Municipality depositing development fees of Rs. 9,23,584/- (Nine Lakh Twenty Three Thousand Five Hundred Eighty Four) vide Bankura Municipality Misc. receipt No. 23087, dated 16/11/2015 and also another developer fees Rs. 1,28,275/- (One Lakh Twenty Eight Thousand Two Hundred Seventy Five) vide Bankura Municipality Vide Misc. No. 41682, dated 16/01/2017, respectively.

AND WHEREAS the owner of the plot got a plan sanctioned Bankura Municipality vide permit No. 387/P, dated 20/09/2017 under Office Ref. No. 172/B, for the year 2017-2018 for construction of a G+8 (Eight) Storied Residential Apartment building. In which build - up area shall mean and include the covered area of the flat. The Proportionate external and internal walls, stair, and stair landing lift and lift walls and column specified in the plan sanctioned by the Bankura Municipality i.e. carpet area plus 15%.

AND WHEREAS after obtaining the sanctioned building plan from Bankura Municipality in the name of owner on the plot in question started construction a G+8 storied residential Apartment

Contd.....P/4

P/4

Building named and style as **"DEEPSIKHA RESIDENCY BLOCK-1.** (herein after referred as the said building) upon the peace and parcel of BASTU land demarcated for Block-1 and Total Common drive way for Block-1 & Block-2 as Bankura Municipality sanctioned plan during the construction of the said building on the part of portion of the owner. The owner has declared to Sale all the said contained flat to constructed on the plot in question together with rights of easement and common facilities and amenities of apartment in question.

WHEREAS the SELLER are absolutely owners of the land (more particularly) described in the schedule hereunder written).

AND WHEREAS the Purchaser has thoroughly satisfied himself as to the tide Owners in respect of the said premises and also in respect of the measurement of the said flat and has also taken inspection of the deeds, sanctioned plan and all other documents in respect thereof and is fully satisfied in respect of the same and has agreed not to arise any question or objection of any nature whatsoever in future either regarding the title of the owner to the said premises or in respect of the sanctioned plan or measurement of the flat in said premises.

NOW THIS DEED WITNESSTH that in consideration of Rs. **Only** paid by the PURCHASER to the vendor by cheque the receipts whereof the vendor hereby grant, convey, transfer, sell the **PURCHASER ALL THAT "UNIT-",BLOCK-1** in Floor named & style as **"DEEPSIKHA RESIDENCY"** at Jahaj Bari, Kenduadihi, P.O. Kenduadihi, P.S. & District Bankura, Pin - 722102, particularly mentioned in Second Schedule below together with common area, facilities, and amenities as described in Third Schedule below also together with half of the depth of both floor and roof with full ownership of sanitary fittings and also internal walls within the said flat together with common right of using stair case, all ways, paths, passages, drain water courses, pumps septic tanks, etc. in the ground to top floor of the building together with proportionate undivided rights, title, interest on the First Schedule land with rights, liberties, easements, appendages, Appurtenance thereto along with common right more fully mentioned Schedule three below and all estate, right, title interest claims and demands whatsoever of the Vendor into or upon and every part thereof **TO HAVE AND TO HOLD** the same and the use of the said **PURCHASER**, his heirs, executors,

P/5

administrators, assigns absolutely and forever and the vendor hereby covenants with the **PURCHASER** his heirs, executors, administrators assigns that notwithstanding any act, deed or things hereto before granted or executed or knowingly suffered to the contrary and the vendor now lawfully seized and possessed the said property free from all encumbrances attachments or defect in the title whatsoever and the vendor has full authority to sale the said property in the manner as aforesaid and the **PURCHASER** hereinafter peaceably and quietly possess and enjoy the sold property in khas without claim or demand whatsoever from the Vendor or and the Developer or any person claiming under or in trust for them and further the vendor and the Developer and also their legal heirs, successors – in- office, administrators, legal representatives and assignee from door cause to be done or executed all such lawful acts, deeds and things whatsoever in future and more perfectly conveying the said flat and every part thereof in the manner as aforesaid according to true intent and meaning of this Deed.

NOW THIS DEED OF COVENYANCE WITNESSETH as follows:-

WHEREAS the **PURCHASERS** has agreed to purchase the Second Schedule Property along with the property described in First Schedule property in terms of an oral/ written agreement for a total sale consideration of Rs. Only and the Purchasers in terms of aforesaid oral/ written agreement agreed to pay the entire sale consideration at the time of execution of the said deed.

WHEREAS the Purchasers having paid the entire sale consideration Rs. Only as aforesaid the receipt of which has been duly acknowledged by the **SELLER** , who acquires the Purchasers from making any further payment towards sale consideration, the **SELLER** as beneficial owner, **DOES HEREBY GRANT, CONVEY, TRANSFER, BY WAY SALE AND ASSIGN** unto and in favour of the Purchasers of the scheduled property and every part thereof together with the right, title and interest therein, with all the benefits advantages, concessions, licenses, hereditaments, easementary rights, equities, claims, demands, privileges,

Contd.....P/6

P/6

appurtenances or any other things hidden in the earth belonging to or appurtenances thereto etc., attached to belonging to and reputed to belong to the schedule property **TO HOLD, TO POSSESS AND TO ENJOY** the same forever free from all encumbrances, charges, all kinds of mortgage, agreement to sell, court litigations and any other statutory charges.

WHEREAS the **SELLER** hereby declare and covenant with the Purchasers that they are the sole and absolute owner of the scheduled property and has a clear, legal valid and marketable title thereto and therefore, an absolute right to sell and convey the same to the Purchasers in terms of this deed. The **SELLER** further declares that they have not done any acts, deeds or things so as to curtail, restrict or prejudice her right to convey or prevent her from selling the scheduled property in terms of this deed.

WHEREAS the **PURCHASERS** having now paid the entire sale consideration as detailed below, have requested the **SELLER** to execute the Sale Deed in her favour and the **SELLER** has duly agreed thereto.

NOW THEREFORE THIS DEED OF ABSOLUTE SALE WITNESSETH AS HEREUNDER:-

WHEREAS the **SELLER** hereby further declare that the schedule property is free from all encumbrances, lien, charge, mortgage, lease, court or other attachments, lispendens, acquisition and requisition proceedings, minor's claims or any other adverse proceedings or claims from third parties which are in any way detrimental to the interest of the **PURCHASERS**.

WHEREAS the **SELLER** hereby assure the **PURCHASERS** that all taxes and levies on the scheduled property have been paid up to date and arrears if any, till the date of sale deed shall be duly paid by him and future taxes in respect of the Schedule property shall be paid by the **PURCHASERS**.

Contd.....P/7

P/7

WHEREAS the **SELLER** hereby declare and covenants with the **PURCHASERS** that they will do or caused to be done all acts, deeds and things which are legally or reasonably required to be done at the instants of the **PURCHASERS** for more fully and perfectly assuring the right, title and interest of the **PURCHASERS** in the scheduled property herein conveyed and the **PURCHASERS** shall bear such expenses.

WHEREAS the **SELLER** hereby indemnify and shall keep the **PURCHASERS** or her successors-in-title fully indemnified against any loss or liability cost or claims, action or proceedings, if any should arise, at any time in future against her owing to any defect in or for want of clear and marketable title or due to any defect, violation or non-compliance of any of the declarations or covenants herein.

WHEREAS the **PURCHASERS** shall be the sole and absolute owner of the scheduled property with attendant rights or ownership, possession, enjoyment and shall be entitled to deal with all dispose of the scheduled property as deems fit without any interference, abstractions or hindrance from the **SELLER** or any one claiming under, through or in trust for him.

WHEREAS the **SELLER** this day delivered the vacant possession of the scheduled property to the **PURCHASERS** along with all the available documents which are in her possession pertaining to or relating to the scheduled property.

FIRST SCHEDULE

ALL THAT piece and parcel of "**BASTU**" land measuring 0.97 Acre where upon the ground plus 8 (Eight) storied building namely "**DEEPSIKHA APARTMENT**" situated in Jahaj Bari, P.O. Kenduadihi, P.S. & District Bankura, J.L. No. 213, Mouza Kenduadihi, Plot No.

Contd.....P/8

P/8

243/1408 (R.S.), Plot No. 1559 (L.R.) Khatian No. 7981 (L.R.)
Word No. 22, Rode Zone:- S.K. Sahana Road, which is butted
and bounded as follows:-

- On the North** :-MilaniSangha.
On the South :-Block-2 of **DEEPSIKHA RESIDENCY**.
On the East :-Dr. Ranadeb Banerjee.
On the West :-Building of Sammilani Girls Hostel.

SECOND SCHEDULE

DESCRIPTION OF THE FLAT BOUGHT BY THE PURCHASES

Flat No.:- UNIT - , FLAT TYPE - BHK, Block-1, Floor:-
,AREA - Sq. Ft.(Super Buildup) Floor Type: Tiles, Building
Name:- "DEEPSIKHA RESIDENCY". (RESIDENTIAL).

THIRD SCHEDULE

SPECIFICATION

1. **Structure:** R.C.C. frame structure, Elevation An unique blend of ornamental & modern architecture.
2. **Exterior:-** Blending of cement based paint & other decorative finish interior Walls Convention brickwork with POP finish.
3. **Doors & Windows:-** 32 mm Thick Flush Doors windows fixed with Aluminum Frames and Glass.
4. **Electrical:-** Copper wiring in concealed conduits, A.C. point in master room, cable point in 15 Am. Geyser point in Toilet MCB & Change Overs of reputed brand. Sufficient light & fan points Semi modular switches of reputed make.

Contd.....P/9

5. **Toilet:-** Glazed tiles up to 7 ft. high, water supply system, IWC, EWC & wash basin, elegant CP fittings.
6. **Amenities & Facilities:-** Lift Facilities (Standard 6 passengers), from own boring & overhead tank, Lightning conductor on the roof of the complex, 24 hrs. Security system.

MAINTENANCE AGENCY: Shall mean the Developer herein or any Association, Society, Company, Body or Committee formed/appointed by the Developer herein for the common purposes.

RIGHTS OF THE OWNERS HEREIN, THE DEVELOPER HEREIN AND/OR THE DEVELOPER AND/OR OWNERS, WHATEVER THE CASE MAY BE HEREIN, MAINTENANCE AGENCY & ASSOCIATION'

APPORTIONMENT OF ANY LIABILITY OF THE PURCHASER/S HEREIN IN RESPECT OF ANY EXPENSES, TAXES, DUES, LEVIES OR OUTGOINGS PAYABLE BY THE PURCHASER/S HEREIN PURSUANT TO THESE PRESENTS OR OTHERWISE SHALL BE DONE BY THE DEVELOPER WHOSE DECISION SHALL BE FINAL AND BINDING ON THE PURCHASER/S.

THE MAINTENANCE CHARGES PAYABLE BY THE PURCHASER/S HEREIN WITH EFFECT FROM THE DATE OF

POSSESSION SHALL BE FIXED BY THE MAINTENANCE AGENCY AND/OR ASSOCIATION AND/OR MAINTENANCE COMPANY AND SHALL BE PAYABLE PERIODICALLY.

IN THE EVENT OF THE PURCHASER/S HEREIN NOT TAKING OVER POSSESSION OF THE SAID FLAT/S/ WITHIN THE TIME FIXED IN THE NOTICE CALLING UPON HIM TO TAKE POSSESSION, THE MAINTENANCE CHARGES SHALL BECOME PAYABLE BY THE PURCHASER/S HEREIN WITH EFFECT FROM THE DATE OF EXPIRY OF THE SAID PERIOD OF SUCH NOTICE PROVIDED THAT UNTIL ALL

P/10

PAYMENTS DUE UNDER THIS MEMORANDUM ARE MADE BY THE PURCHASER/S HEREIN NO RIGHT OF WHATSOEVER NATURE SHALL OR CAN ACCRUE IN FAVOR OF THE PURCHASER/S HEREIN IN RESPECT OF THE SAID FLAT/S/.

- a) The Maintenance Agency/Association shall be entitled to revise and increase the maintenance charges from time to time and the Purchaser/s herein shall not be entitled to object thereto.
- b) The Maintenance Agency/Association shall be entitled to withdraw, withhold, disconnect or stop all services, facilities and utilities to the Purchaser/s herein and/or the said Unit/s/Flat/s/ Space/s/ and Space/s including water supply, electricity, usage of lift etc., in case of default in timely payment of the maintenance charges, electricity charges, municipality taxes, common expenses and/or other payments by the Purchaser/s hereinafter giving 15 days' notice in writing.

PURCHASER'S/S' COVENANTS'

- 1) On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:
 - a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
 - b) Permit the Developer maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat/s/ for the Common Purposes or the Project;
 - c) Deposit the amounts for various purposes as required by the Developer/Maintenance Agency or the Association;
 - d) Use and occupy the said Flat/s/ only for the purpose of residence;
 - e) Use the common Portions without causing any hindrance or obstruction to other Flat/s Owners and occupants of the Buildings;

Contd.....P/11

P/11

- f) Keep the said Flat/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
- g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/ Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise;
- h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/ Space/s/ and Space/s of men materials and utilities;
- i) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately & the said Unit/s/Flat/s/ Space/s/ and Space/s wholly;

FOURTH SCHEDULE

DESCRIPTION OF COMMON AREAS

COMMON AREAS WOULD MEAN ALL THOSE AREAS WITHIN THE PREMISES BUILT ON THE LAND DESCRIBED IN THE DEED EXCLUDING THE FLATS.

(The Common Portions)

- 1) Entrance and exits, internal roads, driveways and footpaths.
- 2) Boundary walls entry and exits gate excluding main gate and from both side space of the block-2 in B.M. Road side Disconnection is required regarding main gate front space in both side of the main entrance (Reference is agreement).
- 3) Drainage and sewerage lines and other installations.
- 4) Low tension and / or the high tension electrical installations and electrical wiring and other fittings (excluding only those as

Contd.....P/12

P/12

- 5) are installed within the exclusive area of any unit and / or exclusively for its use by the Purchasers.
- 6) Staircase and lobbies on all the floors.
- 7) Tube wells and water supply.
- 8) Water pumps, water pump room, water reservoir together with all common plumbing installations for carriage of water (save only those as are exclusively within and for use of any unit) in and / or all the buildings on the premises.
- 9) Common toilets for the staff / servants.
- 10) Campus lighting.
- 11) Such other common parts, areas equipment, installations, fittings, fixtures and spaces in or about the premises and proposed buildings as are necessary for passage to and /or user of the units in common by the Purchasers/co-owners.

FIFTH SCHEDULE

(Common Expenses)

- 1) All costs of maintenance, operating, replacing, repairing White washing, painting, decorating, redecorating rebuilding, reconstructing, lighting, the common portion and the common areas in the proposed buildings including their outer walls of the building and parking spaces and also for security of the said building.
- 2) The salary of all persons employed for the common purposes including Manager, Durwans, Security Personnel, Liftmen, Sweepers, Plumbers, and Electricians etc.
- 3) Insurance premium for insuring the buildings if any.
- 4) All charges and deposits for supplies of common utilities to the Purchasers/co-owners in common.
- 5) Municipal Tax, multistoried building Tax, water tax and other levies in respect of the land and the proposed buildings save those separately assessed on the Purchasers.

Contd.....P/13

P/13

- 6) Costs of formation and operation of the vendors for maintenance of the building and for watch and ward.
- 7) Costs of running maintenance, repairs and replacements of lifts, transformers, generators, pumps and other common installations including their license fees, taxes and other levies if any).
- 8) Electricity charges for the electrical energy consumed for the operation of the common services like water pumps, outdoor lights, staircase lights etc.
- 9) All litigations expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.
- 10) The office expenses incurred for maintaining an office for common purpose.
- 11) All other expenses and outgoing as are deemed by the vendor and the majority of the co-owners to be necessary or incidental for and outgoings as are deemed by the vendor to be necessary or incidental for and regulating interests and / or the rights of the co-owners.
- 12) All expenses referred to above shall be borne by the co-owners from date of notice as to completion of the said unit and to take possession of the said unit but the vendor shall not under any circumstances be liable to bear any of such charges in respect of unsold unit.

Contd.....P/14

SIXTH SCHEDULE

(Easements)

- 1) The purchasers will be entitled to all privileges and rights including right of vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging to or in any way appertaining thereto and hereinafter more fully specified except and reserving unto the vendor and / or any other person deriving title under them the rights, easements, quasi-easements, privileges and appurtenances hereinafter more fully set forth in the Seventh Schedule hereunder.
- 2) The Purchasers, himself Purchaser's servants, agents, employees and invitees will have; the right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said unit with or without vehicles over and along the drive way and pathways comprised within the said building provided always and it is hereby declared that nothing herein contained shall permit the co-owners/ Purchasers and / or Purchaser's servants agents and employees and invitees to obstruct in any way by vehicle, deposits of materials rubbish or otherwise the free passage of other persons properly entitled to such rights of way as aforesaid along such drive ways and pathways or common path.

Contd.....P/15

P/15

3) The Purchasers shall have:

(3.1) the right of protection of the Purchaser's unit by or from all parts of the said building so far as may be necessary, including right of support, both vertical as well as lateral.

(3.2) the right of passage in common as aforesaid of electricity telephone water and soil from and to the said unit through or over the said building or any part thereof so far as may be reasonable necessary for the beneficial occupation and enjoyment of the said unit for all lawful purpose whatsoever.

(3.3) the right with or without workmen and necessary materials to enter from time to time upon the other part of the said building and for the purpose of repairing so far as may be necessary such drains, wires and conduits aforesaid and for the purpose of rebuilding, repairing, repainting or cleaning any part or parts of the said unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such events upon giving a fortnight's prior notice in writing of Purchaser's intension so to enter into the vendor and / or other person or persons apartment lawfully entitled to the same.

SEVENTH SCHEDULE

The under mentioned rights easements, quasi-easements privileges and appurtenances shall be accepted out of transfer and reserved unto the vendor.

- 1) The right in common with the vendor and / or such person or persons entitled to the other part or parts of the said building as aforesaid for the vendor use of common portions including staircases, common water, electric gas, pipe lines, drains, wires, sewers, conduits, entrance and other parts or passages and for other purposes connected therewith including ingress to and egress out of the said other part or parts.

Contd.....P/16

P/16

- 2) The right of passage in common with the vendors and other person as aforesaid of gas, electricity, water, telephone and soil from and to any part (other than the said building) of the other part or parts of the said building through pipe, drains, wires, conduits, cable lines and posts lying or being in under through or over the said unit as far as may be reasonably necessary (but without any damage to the said building) for the beneficial use and occupation of the other portion or portions of the said building for all purpose whatsoever.
- 3) The right with or without workmen and necessary materials to enter from time to time upon the said unit but without causing any undue inconvenience to the occupier thereof for lying pipes, drains, wires and conduits as aforesaid and for the purposes of other repairs including inspection if necessary thereof **PROVIDED ALWAYS** that the vendor and / or such other person or persons shall give to the Purchasers a prior written notice of his / her intention for such entry as aforesaid.
- 4) The right to protection of other portion or portions of the said building by all parts / portions of the said unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said building.
- 5) The right as might otherwise become vested in the Purchasers by means of structural alterations to the said unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said building.

EIGHT SCHEDULE

THE RIGHTS OF THE PURCHASERS:

THE PURCHASERS, so as to bind himself his heirs, legal representatives, executors, administrators and assigns with the consideration of promoting and protecting his rights as the owner of the construction and in consideration of the covenants of the

Contd.....P/17

P/17

SELLER binding on the **PURCHASERS** of other undivided interest in the land described in First Schedule hereto and the construction thereon, both hereby agree to be bound by the following covenants:

AND WHEREAS, the Roof garden, Jogging, track, gym, swimming pool, can use and maintain Block-1 & Block-2, and maintains, charges also to be borne by flat owner of the Block-1 & Block-2.

- 1) Not to raise any constructions in addition to that mentioned.
- 2) Not to use permit the use of the contractions referred to in a manner which would diminish the value or utility of the pipes cisterns and the like common amenities provided in the property described in First Schedule above or in any constructions made thereon.
- 3) Not to use the space in the land described in First Schedule above left open after the constructions referred to for the parking of any other vehicles or to use the same in any manner which might cause hindrance for the free ingress to or egress from any other part of the constructions.
- 4) Not to default in the payment of any taxes or levies to be shared by the other joint owners of the property described in First Schedule above or expenses to be shared by the Owners of the constructions thereon or of any specified part thereof.
- 5) Not to decorate the exterior of the building complex to be constructed otherwise than in a manner laid down by the **SELLER**.
- 6) Not to make any arrangements for the maintenance of the buildings referred to for ensuring the common amenities therein for the benefit of concerned other than those agreed to by all other **PURCHASERS**, holding a majority of shares in the proposed constructions or by the **SELLER**.

P/18

- 7) Not to keep stock or display of any wares or any other material in the corridors or in any place intended for common use.
- 8) Not to display any signboard, advertisement board of designs without the prior approval of the **SELLER** and in places not sanctioned by the **SELLER**.
- 9) Seller / Developer has right to transfer to run restaurant / café/ laundry etc. private land commercial area etc. and flat owner will have no right to interfere on that area by any means.

NINETH SCHEDULE

RIGHT ACKNOWLEDGED BY THE PURCHASERS

- 1) Full right and liberty for all persons who along with the **PURCHASERS** own the land described in First Schedule
such (together with all persons authorized or permitted by such persons) at all times by day or by night and for all purposes to go, pass and re-pass the staircases and the passage inside and outside the proposed building.
- 2) Full right any liberty to the persons referred to supra in common with all other persons with or without motor cars other permitted vehicles at all times, day and night, and for all purposes to go pass and re-pass over the land appurtenant to the building constructed in the land described in the First Schedule above.
- 3) The right to subjacent and lateral support and shelter and protection from the other parts of the aforesaid buildings and from the side and roof thereof.
- 4) The free and uninterrupted passage of running water, soil, gas and electricity, to and from the construction through the sewers, drains, water courses, pipe and wires which now are or may at any time hereafter be, in under or passing through the building or any part thereof.

Contd.....P/19

P/19

- 5) Rights of passage for the persons referred to supra in common with all other persons and their agents, licensees or workmen to the other parts of the building at all reasonable times, on notice, to places where water tanks are situated for the purpose of cleaning, repairing or maintaining the same.
- 6) Rites of passage for such persons, their agents or workmen to the other parts of the building at all reasonable times, on notice to enter into for the purpose of repairing, cleaning maintaining or renewing any such sewers, drains and water courses, cables pipes and wires causing as little disturbances as possible and making good any damages caused.

Maintainance charge per flat as on adhoc basis will be charged from the date of Registration of Flat until the formation of society.

- 7) To lay cables or wires through common walls or passages for telephone, video or computer installations, respecting the equal right of the other Purchasers.
- 8) The right for the persons referred to supra in common with all other persons, and their agents, licensees or workmen and upon other parts of the said building, for the purpose of repairing, maintaining, renewing, altering or rebuilding, giving subjacent or lateral support, shelter or protection to the construction thereof.
- 9) The right to do all or by other act aforesaid without notice in case of an emergency.
- 10) The society has no right to charge maintenance expenditure for unsold flats to developer and can only charge to flat owner after registration of the possession from the developer.

TENTH SCHEDULE

TERMS ACCEPTED BY THE PURCHASERS.

The **PURCHASERS**, in proportion of his share, along with other Owners in the proportions of their shares, shall be deemed to have accepted the following conditions and to bear the following expenses:

Contd.....P/20

P/20

- 1) All rates and outgoing payable if any in respect of the land described in the First Schedule above the building thereon.
- 2) The expenses of routine maintenance including painting white washing cleaning etc. and provisions of the common service to the building as set out below.
 - (a) Maintenance of the pumped, sanitary and electrical lines common to the buildings.
 - (b) Replacement of bulbs in the corridors.
 - (c) Payment of electrical and water charges for common charges.
 - (d) Maintenance of potted plants and landscaped areas in the development.
 - (e) Provision of day / night watchman.
- 3) Should the **PURCHASERS** default payment due for any common expenses, benefits or amenities, a majority of the Owners while carrying out the services as contemplated above, shall have the right to remove such common benefits or amenities from his enjoyment.

ELEVENTH SCHEDULE

THE VENDORS COVENANT:

- 1) The **VENDORS** covenant with the **PURCHASERS** that any Deed or Documents executed by the **VENDORS** with all other Owners for construction of all apartments in the land described in First Schedule above shall contain the restrictions set forth herein.
- 2) That the **VENDORS** or their assignees or lessees claiming under, through or in trust for the **VENDORS** will always respect the right of the **PURCHASERS** mentioned in this Deed.
- 3) The **VENDORS** transferring, leasing or contracting to construct any flats hereafter shall faithfully follow the conventicles herein contained and shall not confer any right not reserved for the **PURCHASERS** herein nor contracted to be shared by the **PURCHASERS** herein.

Contd.....P/21

P/21

- 4) The **VENDORS** accept and agree that any covenant by the **VENDORS** in future in any deed or documents reducing or lettering the right of the **PURCHASERS** or imposing on the **PURCHASERS** any restrictions not found herein shall be void.

IN WITNESS WHEREOF the parties hereto have execute these presents the day month and year first above written.

SIGNED AND DELIVERED by the **OWNER& DEVELOPER** at Bankura.

Photograph and Finger Prints of all parties are affixed in separate sheets which is part of the Deed.

WITNESS

Drafted by:

:: Typed by ::

**Koushik Banerjee
(BANKURA
COURTCOMPOUND)**

Deepsikha Residency

Deepti Kumar *Sujit Kumar Dutta*
Proprietor

Signature of the OWNER

Deepsikha Residency

**Sujit Kumar Dutta
Proprietor**

Deepti Kumar Dutta

Signature of the DEVELOPER