

## DEED OF CONVEYANCE

DISTRICT - PURBA BARDHAMAN UNDER  
BURDWAN MUNICIPALITY OF MOUZA ICHLABAD

WITHIN P.S. BURDWAN SADAR, J.L. NO. 75

THIS DEED OF CONVEYANCE made at Purba Bardhaman this  
day of September, 2023

### BETWEEN

SMT. KAMALA DAS @ KAMALA RANI DAS (PAN: CLDPD7657Q), (Aadhar Card No. 9092 1063 6291), Wife of Sri Ajay Kumar Das, Daughter of Late Ananta Kumar Dey, by Nationality: Indian, by Caste: Hindu, by Profession: House Wife, resident of 5 No. Ichlabad, Chandmari Road, PO- Sripally, P.S- Bardharman Sadar, District-Purba Bardhaman, West Bengal, PIN - 713103, hereinafter referred to as the **LAND OWNER** (which terms or expression shall unless excluded by or made repugnant to the context be deemed to mean and include their legal heirs, successors, successor-in-interest and assignees)

**Represented by their Registered Power of Attorney Holder: MR. SUSANTA GHOSH, PAN - AGMPG3013B**, Son of Rampada Ghosh, by Nationality- Indian, by Religion- Hindu, by Occupation- Business, resident of Kalibazar West, P.O. Burdwan, P.S. Burdwan Sadar, District -Purba Bardhaman, PIN - 713101, being "Registered Developer Power of Attorney" which recorded in Book No. I, Volume No. 0203-2023, Pages from 176758 to 176780 being Deed No. 020306676 for the year 2023" which was registered at ADSR, Burdwan for self hereinafter called as Developer/ Builder/ Promoter (which terms or expression shall unless excluded by or made repugnant to the context be deemed to mean and include their legal heirs, successors, successor-in-interest and assignees) of the **FIRST PART**.

AND

M/S. SUSANTA GHOSH

*Susanta Ghosh*

Proprietor

M/s. SUSANTA GHOSH,(A sole proprietorship firm) PAN - AGMPG3013B, having its registered office at Kalibazar West, P.O. Burdwan, P.S. Burdwan Sadar, District-Purba Bardhaman, PIN –713101, represented by its proprietor MR. SUSANTA GHOSH, Aadhar No. 907370128559, son of Rampada Ghosh, by Nationality- Indian, by Religion- Hindu, by Occupation- Business, resident of Kalibazar West, P.O. Burdwan, P.S. Burdwan Sadar, District –Purba Bardhaman, PIN- 713101 hereinafter called as DEVELOPER/PROMOTER/CONFIRMING PARTY (which term or expression shall unless excluded by or made repugnant to the context be deem to mean and include his respective heir, successor, executor, administrator, representative, director, transferee, assign) of the SECOND PART.

AND

....., S/O ..... PAN:  
..... , Aadhar No. ...., Indian by Nationality,  
Hindu by Religion, by Occupation ....., resident of  
..... West Bengal, hereinafter called as  
PURCHASER/ALLOTTEE(S)(which term or expression shall unless excluded by  
or made repugnant to the context be deem to mean and include his  
respective heir, successor, executor, administrator, representative, director,  
transferee, assign) of the THIRD PART.

THIS DEED WITNESSETH AS FOLLOWS:

WHEREAS the OWNER are absolute seized and possessed or otherwise well and sufficiently entitled to the first schedule mentioned plot of land and premises consisting of flats / units situated at Mouza Ichlabad, J.L. No. 75 of Burdwan Municipality within P.S. Burdwan Sadar of Purba Bardhaman District and have acquired a good and absolute right, title, interest and possession over the first schedule mentioned property.

That the piece and parcel of land measuring an area more or less 14 decimals lying and situated in Mouza: Ichalabad, J.L. No. 75 appertaining to R.S. Plot No. 869, L.R. Plot No. 2458 appertaining to R.S. Khatian No. 475, L.R. Khatian No.

1791 in G T Road East End Mohalla, within Burdwan Municipality of Ward No. 11 under P.S. Burdwan Sadar of Purba Bardhaman District which is more fully and particularly described in the schedule below.

**AND WHEREAS** the "First" schedule property originally belonged to Laxmi Narayan Dey, who got the same by dint of a decree of Partition in connection with the Title Suit being No. 69 of 1970 of Ld. Civil Judge Senior Division Burdwan. While he was in possession, he transferred 17 Decimal of land with specific demarcation by virtue of a registered Deed of Sale being no. 1688 for 1980 of D.S.R. Burdwan in favour of Usarani Sarkar.

**AND WHEREAS** the said Usarani Sarkar being owner & in possession transferred 07 decimal of land out of "First" schedule property in favour of Kamala Rani Dey i.e., the present OWNER by virtue of a registered Deed of Sale being no. 6364 for 1980 of Joint S.R.O. Burdwan. Be it mentioned here that on the same date, the said Usarani Sarkar again transferred 07 decimal of land out of "First" schedule property in favour of Ananta Kumar Dey by virtue of a registered Deed of Sale being no. 6365 for 1980 of Joint S.R.O. Burdwan. That the name of Kamala Rani Dey @ Kamala Das is duly recorded in the L.R.R.O.R. being L.R. Khatian No. 1791 of Mouza: Ichlabad and the name of Ananta Kumar Dey was duly recorded in the L.R.R.O.R. being L.R. Khatian No. 1801 of Mouza: Ichlabad.

**AND WHEREAS** after the demise of Ananta Kumar Dey @ Anantalal Dey, his share over the "First" schedule property was devolved upon his widow Tarubala Dey and two Daughters namely Gita Dey & Kamala Das @ Kamala Rani Das i.e. the present OWNER. That the said Taru bala Das died on 30/03/1991 leaving behind her Two Daughters namely Gita Dey & Kamala Das @ Kamala Rani Das i.e. the present OWNER.

**AND WHEREAS** the said Gita Dey transferred her share eight annas share in respect of "First" schedule property in favour of her Sister Kamala Das @ Kamala Rani Das i.e. the present OWNER by dint of a registered Deed of Gift being No. 1495 for 2004 registered at the office of A.D.S.R. Burdwan.

**AND WHEREAS** Kamala Das @ Kamala Rani Das i.e. the present OWNER as absolute owner & in possession of the " First " schedule property desire to construct a multi-storied residential building containing several self-contained flats/units/car parking spaces. But for want of time, experience and fund she is unable to proceed with such a project.

**AND WHEREAS** the above mentioned owner jointly approached to one developer firm to take up the said project and complete the same at its own

funds with right of developer's end construction of Residential ownership Building on the said plot of land referred in the First schedule hereunder and the Developer Proprietor Ship Firm under the name and style M/S. SUSANTA GHOSH having its office at Kalibazar, P.O. Burdwan, P.S. Burdwan Sadar, District - Purba Bardhaman, represented by its partner namely Sir Susanta Ghosh, son of Sri Rampada Ghosh of Kalibazar, P.O. Burdwan, P.S. Burdwan Sadar, District-Purba Bardhaman, PIN – 713101 have jointly agreed to take up the project for development under the name and style 'AK HEIGHTS' and for such reason above mentioned owners and developers after due discussion over the modus operand and terms and conditions have entered in to and **Development Agreement with M/s. Susanta Ghosh, represented by its sole proprietor MR. SUSANTA GHOSH which is being recorded in Book No. I, Volume No. 0203-2023, Pages from 176833 to 176879, being No. 020306666 of 2023 duly registered at the office of A.D.S.R. Burdwan on 16th August, 2021.** on terms that the Development Firm would make construction of the proposed building and with the authority & power to proposed building and would make as an agent for the intending purchasers to be secured by the Development Firm and would also realize the cost of construction of the flat/unit/Car Parking and common parts from the intending purchaser/s directly for self and the cost of the proportionate share of interest in the land described in the "First" schedule mentioned hereunder and as would be proportionate to each such flat/unit /Car Parking and common parts for and on behalf of the owners and upon receipt of such payment from the intending purchaser/s the Developer shall nominate the intending purchaser/s for purchase of the undivided proportionate importable and indivisible share or interest in the said land as would be proportionate to each such flat/unit /Car Parking agreed to be acquired by the intending purchasers to the said owner who would execute proper Sale Deed / Conveyance Deed in respect at the said undivided, importable and indivisible interest in the land and both of them accept the said proposal.

**AND WHEREAS** on the term & conditions at the Development Agreement the owner executed a "Registered Developer Power of Attorney" which recorded in **Book No. I, Volume No. 0203-2023, Pages from 176758 to 176780 being Deed No. 020306676 of 2023 duly registered at the office of A.D.S.R. Burdwan on 16th August, 2021.** in favour of the Developer Firm for development & construction at multi storied residential building consisting at several flat/unit /Car Parking on the basis at sanctioned building plan issued by Burdwan Municipality and to transferred the flat/unit /Car Parking together with undivided proportionate share at land underneath including right at easement, common facilities and amenities to the intending purchaser/s.

**AND WHEREAS** the said owners entitled to enjoy the "First" schedule mentioned property as joint owners have obtained sanctioned plan from the office of the Burdwan Municipality with the help of the Development Firm, the project category ground floor with G+IV STD Multistoried Residential Building over the First schedule property at Mouza Ichlabad, J.L. No. 75 under Burdwan Municipality consisting self-contained flat/unit /Car Parking etc. under the name & styled as '**AK HEIGHTS**'.

**AND WHEREAS** the Developer Firm represented by its managing partner as attorney of the owners and for self have declared to sell the Flat being No. .... on the ..... a little more or less ..... sq.ft. built up area and more or less ..... sq. ft. super built up area at the partly G+IV storied residential building together with undivided proportionate share of the land underneath including right of easements common facilities and amenities annexed there to the intending purchaser/s.

**AND WHEREAS** being aware of such intention of the Development Firm represented by its managing partner the purchasers have approached by its managing partner for purchasing the Flat being No. ....on the ..... a little more or less ..... sq.ft. built up area and more or less ..... sq. ft. super build up area of the partly G+IV storied residential building specifically in the "Second" schedule hereunder written together with undivided proportionate importable share and / or interest in the land comprised in the said premises and the common area, portions and facilities and amenities in the said building the developer firm represented by its managing partner as attorney of the owners to sell the said flat with undivided proportionate share in the said land in the first schedule and rights over the common area and common portions in the said building and premises more fully described in the "Third" schedule here to for a total consideration of **Rs. ..../-** only and with common benefits.

**AND WHEREAS** the purchasers have collected all the copies of the title deeds and deed of agreement and other related documents and confirms after having inspected and examined the title of the premises referred to in the First schedule and fully satisfied with the marketable title of the land owners and the purchasers have also inspected the various agreements herein before referred to and also the building

plan duly sanctioned by the Burdwan Municipality and also its measurement dimensions and any other documents has agreed to purchase the Flat being No. .... on the ..... Floor for consideration of **Rs. ....** /-which is highest available market price according to the owner as well as Developer Firm.

**AND WHEREAS** the purchasers shall be a member of the Association or Organization of the owner to be formed of all the flat/s and other spaces and shall abide by the rules and regulations of the said Association and shall pay proportionate cost and maintenance charges to the said Association.

**AND WHEREAS** the purchasers shall have the right of fixing television DTH Antenna, Radio aerials, Broad Band Antenna on the top of roof and fixing plug and supporting clams in all portions of the said property or any other used on temporary basis only.

**AND WHEREAS** the purchasers shall not have any right title interest claim or demand whatsoever or howsoever in respect of the other parts or portions of the said building (same and except the said flat agreed to be purchased and specified in second schedule but shall have right in common areas as referred in the Fourth schedule).

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

In pursuance at the said Agreement for Sale and in consideration of total sum of **Rs. ....** /- paid by the purchasers to the owner through attorney holder i.e. the Developer Firm through installments as per terms & conditions of the Agreement for Sale on or before the execution of their presents, (The receipt where of the owner as well as the Developer Firm represented by its managing partner, do hereby grant, admit acknowledge and confirm the same and every part thereof.) which includes the cost of the proportionate share of land as well as the cost of the flat unto the purchasers and the owner doth hereby grant, sale, convey, transfer assign and assure unto the purchasers ALL That piece and parcel Bastu class of land together with undivided proportionate impartible share and / or interest in the land and building a little more or less 14 decimal upon which a G+IV storied residential building consisting of flats/units and other premises comprising in L.R. Plot No. 2458, L.R. Khatian No. 1791 lying and situate at Mouza – Ichlabad, J.L. No. 75, Mohalla; G T Road East End,

Ward No. 11 within Burdwan Municipality, P.S. Burdwan Sadar, District – Purba Bardhaman in the state of West Bengal which is described in First schedule herein and the Flat being No. .... on the ..... floor a little more or less ..... sq.ft. build up area and ..... sq.ft. super built up area with undivided proportionate share of the land more fully described in second schedule hereunder written and with the right to use common areas portions, facilities amenities and installation in the said building more fully described in the Third schedule here under written in the favour of the purchasers and the owner as well the Developer Firm doth hereby concur and confirm the sale and hereunder release discharge and acquit and transfer the Purchasers all that the said residential flat together and common benefits fully described in the Schedule hereunder written in the newly constructed building lying and situate at the premises referred to in the First Schedule hereinafter and the owner as well as the Developer Firm doth hereby grant, sell, convey, transfer, assign, and assure unto the Purchasers **TO HAVE AND TO HOLD ALL THAT** all that undivided proportionate share in land and the said flat and the reversion or reversions, remainder or remainders and the rents, issues and profits and all the estate, right, title, interest of the property, claim and demand whatsoever of the Vendor /Land owner and the confirming party/Developer unto or upon the Purchaser and the said flat and all other benefits hereby granted, sold, conveyed, transferred assigned and assured or expressed so to be **TOGETHER FURTHER WITH** and subject to the Right, Liberties, Easements or Quasi-Easements and other stipulations and provisions in connections with the beneficial common use and enjoyment of the said residential flat including undivided impartiable proportionate share in the said land with building and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressly so **AND ALSO SUBJECT** to the Purchasers paying and discharging all proportionate taxes, impositions and other common expenses, service charges and maintenance charges relating to the premises referred to in the Fourth Schedule herein.

**THE VENDORS/ LAND OWNERS and THE CONFIRMING PARTY/DEVELOPERS  
DOTH HEREBY COVENANT WITH THE PURCHASERS as follows: -**

1. That the interest of the Vendors/Land owners profess to transfer subsist and they have respective right, absolute authority and full power to grant, convey,

transfer and assure the undivided impartible share in land and the said flat including common areas and facilities respectively.

2. The Purchasers shall have absolute and unfettered proprietary right to the said flat such as of the Vendors/Land owners and the Developers derive from their respective rights, titles and interests save and except demolishing and committing waste in respect of the property.
3. The Purchasers shall have the right of execution, maintenance, repairing, replacing, painting of the doors, windows inside decoration of the said flat provided any such act, does not cause obstruction or nuisance or permanent obstruction to the other flat owners.
4. The Purchasers being absolute owners shall have the rights to sell, transfer, mortgage lease or otherwise alienate and encumber the property hereby conveyed without interference of any person or persons.
5. That notwithstanding any act, deed, matter or thing whatsoever hereto-before done committed or knowingly suffered by the Owner and the Developer to the contrary, the Owner and the Developer are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said proportionate undivided share in the said land and the hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.
6. That the Owner have rightful powers and absolute authorities to sell, grant, transfer and convey the said Flat including undivided impartible proportionate share in the said land and the Developer do hereby confirm the sell, grant, transfer and convey of the said Flat with undivided proportionate impartible share and interest of the said land unto and to the use of the Purchaser in the manner aforesaid and according to the true intent and meaning of these present.
7. That it shall be lawful for the Purchaser at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said

proportionate undivided share in the said land and the said Flat together with undivided proportionate impartible share and interest and receive the rents issues and profits thereof without any lawful eviction, interruption, hinderance, disturbance, claim or demand whatsoever from or by the Owner or the Developer or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said proportionate undivided share in the said land through or under or in trust for the Owner and the Developer and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Owner and the Developer well and sufficiently saved, defended, kept, harmless and indemnified or from and against all charges lispence and encumbrances whatsoever made done executed or knowingly suffered by the Owners and the Developer.

8. That the Owners and the Developer all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said Flat together with undivided proportionate impartible share and interest through or under or in trust for the Owners and the Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said Flat together with undivided proportionate impartible share and interest hereby sold granted transferred conveyed assigned and assured and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.
9. That the Owners shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonably request and at the cost of the Purchasers produce or cause to be produced before the Purchasers or Tribunal, Board, Authority or Firm for inspection or otherwise as occasion shall require the deeds and writings in connection with the said land so long as the same shall remain with the Owners and shall also at

the like request and costs deliver to the Purchaser such attested or other copies of or extracts there from as the Purchaser such attested or other copies of or extracts there from as the Purchaser may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobligated and un-cancelled.

10. That the Developer hereby further declare that the Firm has no right, title and interest whatsoever in the said Flat together with undivided proportionate impartible share and interest, so constructed by itself for and on behalf and at the cost of the Purchasers on the said land comprised in the said premises.
11. That the Owners or the Developer have not done and/or shall not do anything or make any grant or term whereby the right of the Purchasers hereunder may be prejudicially affected and shall make do all such acts, deeds and things as may be necessary to assure the rights available to the Purchasers.
12. That the Owners and/or the Developer shall duly fulfill and perform all their obligations and covenants elsewhere and herein expressly contained.

**THE PURCHASER/S DO TH HEREBY COVENANT AND AGREE WITH THE VENDOR / LAND OWNER and CONFIRMING PARTY / DEVELOPER as following:**

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1. The Purchasers neither have or not shall claim from the Vendors/ Land Owner or from the Developer any right, title and interest in any other part or portion of the building save and except the flat hereunder conveyed but shall have common rights and facilities and benefits provided only in third Schedule hereunder written.
2. The Purchasers shall not at any time claim partition of the undivided proportionate share in the land or the common portion and common areas and facilities.
3. The Purchasers shall use the flat for residential purpose only. The Purchasers shall regularly and punctually pay the proportionate share of common expenses from the date of delivery of possession of the flat.

4. The purchaser shall make arrangements for obtaining separate electricity in the main meter room after taking possession of the flat at his own cost.
5. The Purchaser shall be liable to pay proportionately all common charges, common electricity other levies and outgoing maintenance charges and repairs of common portions lift and repairs and painting of the outer walls of the building, and other expenses necessary for the said building from the date of delivery of possession of the flat.
6. The Purchaser shall get the flat mutated in the concern records of rights and other authorities and shall pay all taxes and impositions separately along with the proportionate common expenses and water charges etc. to be levied thereon from the date of delivery of possession.
7. The purchaser along with other owners of all other portions of the building shall form a service organization for management and maintenance of the building and shall abide by the rules and regulation and bye laws of the said Association or Organization as the case may be.
8. The Purchasers shall not independently decorate the exterior of the said building and shall not make any structural additions or improvement in the said flat as well as in the said building and shall not disturb or attach or break the constructions of the said building nor shall do any act whereby the construction and/or safety and stability of the said building may be prejudiced and/or effected. The Purchasers along with other owners and occupiers shall keep the said building and common areas and facilities and common installations in good repairable condition.
9. The Purchasers shall not keep or throw, dirt, rubbish rags refuse or other articles in the stairs or in common passage in the said buildings and shall not block the common passage in any manner whatsoever.
10. Similarly, shall not keep in the parking space anything other than private motor car or motor cycle and shall not raise or put up any katcha or puccas constructions, grill, wall or enclosure thereon or part thereof and shall keep it

always open as before. Not to permit any person to reside in it i.e. parking space.

11. Not to park any car on the pathways or open spaces at the building or at any other place except the space all other to him / her.
12. The purchasers shall not keep any birds or animals which may cause annoyance to any co owners/flat owners or occupiers of the other flats comprised in the said building.
13. The purchasers before entering into this presents the purchaser has made himself / herself / itself aware that the said flat is a residential building and the purchaser agreed to maintain the decency of the said flat and shall not do not any act deed of things nor permit any act deed or things to be done which is likely to adversely after the decency of the said residential building.
14. The purchasers shall not store any inflammable, combustible explosive or offensive and hazardous articles in the flat or elsewhere surrounding the building.
15. The Purchasers has taken inspection of the flat and found it is in good habitable condition and order and has got no dispute thereof and accepted possession of the said flat.
16. That the terms, conditions and stipulations made herein contained shall be final and conclusive and shall prevail over any other contrary conditions and stipulations made herein before.

#### **JURISDICTION:**

Appropriate court at Burdwan, District Burdwan shall have the territorial jurisdiction to entertain all disputes and actions between the parties herein.

#### **THE FIRST SCHEDULE ABOVE REFERRED TO THE**

#### **(The demised plot of land)**

**All that** piece and parcel of the land situated at Holding No. 1, P.S. Burdwan sadar , District–Purba Bardhaman, Ward No.11, Mahalla: G T road East End, under Burdwan Municipality, District –Purba Bardhaman and situated in Mouza -Ichlabad, J.L No. 75, appertaining to R.S Khatian No. 475, under R.S Plot No.

869, corresponding to L.R Plot No. 2458, L.R Khatian No. 1791 (Kamala rani das), total measuring an area more or less 14 decimel, rightful owner and possessor by **KAMALA DAS @ KAMALA RANI DAS**, wife of Ajay kumar das, Daughter of late Ananta kumar dey resident of 5 No. Ichlabad, Chandmari Road, PO-Sripally,, P.O Burdwan, P.S Burdwan Sadar, Dist: Purba Bardhaman, Pin 713103 and which is butted and bounded as under:-

**Project category** ground floor with IV STD (G+IV) residential Flat Building at Mouza-Ichlabad, Mahalla – G T Road East End, of Ward no.11 under Burdwan Municipality and construction over the said land with sanctioned plan by the Burdwan Municipality which is more fully defined, delineated and marked in the sketch map attached to these presents, TOGETHER WITH all liberties, privileges and Easement, common facilities and amenities, appurtenant thereto and over and beneath the road/ common passage and TOGETHER WITH all rights, title, interests, possession of the owner through his predecessors and Which are butted and bounded as follows :

**On North** - Police Firing Ground

**On East** - 35 Ft. Chandmari Municipal Road

**On South** - House of Sadhan Roy

**On West** - Police Firing Ground

**THE SECOND SCHEDULE ABOVE REFERRED TO THE  
SAID UNIT/FLAT/Car parking Spaces**

ALL THAT piece and parcel of the FLAT being No..... on the .....  
**FLOOR** a little more or less ..... **Square Feet Built-up area &** little more or less .....**Square Feet super built-up Area** along with a **Car Parking Space** more or less ..... **square feet** on the **Ground Floor** of the G+IV storied residential building together with undivided proportionate share of the land along with rights of easements, common areas, facilities and amenities annexed thereto, under Municipal Ward No, 11 (Eight), Holding No. 1, G T Road East End Mahalla, within the jurisdiction of Burdwan Municipality, A.D.S.R. Office & P.S. Burdwan Sadar, District: Burdwan (now Purba Bardhaman), in the State of West Bengal, Under the name & style as '**AK HIGHTS**'.

Details specification at the **Flat** being no..... on the Fourth floor and other criteria are as follows: -

1. Two bed rooms, one dining cum drawing room, two bathrooms, one kitchen and One Veranda.
2. Measuring of the flat **Built-up area** ..... sq.ft. a little more or less.

**PARKING:** Car Parking space more or less ..... sq.ft. at ground floor under the flat the premises together with proportionate share at land underneath with common facilities, thereon.

That in the separate sheet one sketch map or Plan drawn of Flat annexed there in "Red" coloured butted and bounded in the manner.

### **THE THIRD SCHEDULE ABOVE REFERRED TO**

#### **(COMMON AREA AND FACILITIES TO BE ENJOYED BY THE PURCHASER)**

- a) The Foundation Columns, beams, support, corridors, lobbies, stair case, stair ways, landings, entrances, exits and pathways.
- b) Drains, sewers, water, sewerages, connection pipes from the unit to drains and sewers common to the premises.
- c) Over head water tank undergoing water reservoir and distribution pipes to different flats.
- d) Space under neath the stairs at the ground floor where meters are installed, electrical wiring, switches and other fittings, (excluding only those as are installed within the exclusive area at any flat and / or exclusively for its use)
- e) Boundary walls of the premises including outside at the walls at the building and main gate.
- f) Water pumps & motor, water pump rooms, water reservoir, water tank and all common plumbing installation for carriage of water save only those who are exclusively within and for use of any unit in and/ or in respect of the building.
- g) Lifts and their accessories, installations and spaces required therefore.
- h) The ultimate roof of the said building shall from part of the common parts and portions and none at the parties shall not be entitled to claim any exclusive right over and in respect thereof.
- i) Windows, Grills and other Fittings at the common area of the premises.
- j) Lobbies on all floors of the building.
- k) Deep tube well and its installation in any.

- l) Such other common parts area, equipments, installation fittings fixtures spaces in or about the land and the said building as are necessary for passage to and occupancy of the flats in common without causing any disturbances to other co-owners / occupiers of the said building.
- m) The said building as are necessary for passage and user of the flat / units in common by the co-owners.

#### THE FOURTH SCHEDULE ABOVE REFERRED TO

##### (COMMON EXPENSES)

1. The cost of maintaining, repairing, washing repainting, rebuilding, improving or other fittings as necessary and keeping the property and the said building including the exterior thereof and in the common portion at Terrace landing and stair case of the building, shutters, rain water pipes, motor pumps, tube well, electrical wire, sewerage drains, transformer (if any) and all other common parts at the fixture fittings and equipments in under or upon the building enjoyed or used in common by the occupiers thereof.
2. The cost of acquisition and other legal proceed, the cost of clearing and lighting the maintenance maintaining space, passage, landing staircase, main walls and other parts of the building as enjoyed or used in common by the occupiers hereof.
3. The cost of working repairs, replacement and maintenance lights electrical wiring, switches points, pumps and other plumbing works including all other service charges for a services rendered in common to all other occupiers.
4. Municipal Tax, Water Tax and other taxes in respect of said premises and the said building save those separately assessed on the purchaser/s.
5. All electricity charges payable in common parts for the said building.
6. Salary of all persons employed for the common purposes including security person, sweepers etc. and other expenses for maintaining the said building.
7. The costs of cleaning and lighting the entrance at the building the passage and spaces around the building lobby. staircase and other common areas.
8. Maintaining and operating the lift

9. Cleaning as necessary of the area forming part of the property.
10. Costs of formation and operating the Association.
11. The cost of maintaining boundary wall at the premises including outer side at the walls of the building and the main gates.
12. Cost of operation the fire fighting equipments personal if any.
13. Paying such workers as may be necessary in connection with the upkeep at the property.
14. Such other expenses as may be necessary for or incidental to the maintenance and upkeeping the premises and common areas and amenities.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
(EASEMENTS OR QUASI-EASEMENTS)**

The PURCHASER shall have the following rights, easements, quasi-easements, privileges and /or appurtenances:

- a) The right of common passage, user and movement in all the common portions.
- b) The right of passage of utilities, including connection for telephones, televisions pipes, cables, etc. through each and every part of the said Building including the said unit.
- c) Right of support, shelter and protection of each portion of the said Building by other and/or others thereof.
- d) The absolute unfettered and unencumbered right over the common portions.
- e) Such rights, supports, easements and appurtenances as are usually held, used occupied or enjoyed as part or parcel of the said flat and the undivided share.
- f) The right, with or without workmen and necessary materials, to enter upon the said building including the said Flat or any other units for the purpose of repairing any of the common areas or any appurtenances to any unit and/or anything comprised in any Flat is so far as the same cannot be carried out

without such entry and in all such cases, in emergency, upon giving as 48 (forty-eight) hours previous notice in writing to the co-owners.

**THE SIXTH SCHEDULE ABOVE REFERRED TO  
(COMMENTS, RULES AND REGULATIONS)**

**1. TITLE AND CONSTRUCTION:**

**SUBJECT TO** the provisions contained in these presents **AND SUBJECT TO** the provisions of law for the time being in force, the PURCHASER shall be entitled to the exclusive ownership, possession and enjoyment of the said Flat and the same shall be heritable and transferable as other immovable properties.

**2. MUTATION TAXES AND IMPOSITIONS:**

The PURCHASERS shall after the transfer being completed in terms hereof, apply for and have the said unit separately assessed and mutated for the purpose of assessment of Municipal rates and taxes. Until such time as the said unit shall not be separately assessed and/or mutated in respect of any tax or imposition, the PURCHASER shall bear and pay the proportionate share of the rates and taxes.

Upon the mutation of the said unit in the names of the PURCHASER for the purpose of assessment of liability of any tax or imposition, the PURCHASERS shall pay wholly such tax or imposition, in respect of the said flat and proportionately in respect of the common portions if any.

**3 MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:**

Upon the PURCHASERS fulfilling their obligations and covenants hereunder, the Association shall manage, maintain the common portions and do all acts, deeds and things as may be necessary or expedient for the common purposes and the PURCHASER shall co-operate with the OWNER and the DEVELOPER in that respect.

The PURCHASER shall not, in any manner, interfere or objection whatsoever in or with the functions of the OWNER and/or the DEVELOPER and/or of the Association relating to the common purpose.

The DEVELOPER upon the formation of the Association shall frame such rules, regulations and bye-laws as the Association may consider reasonable but no inconsistent with the provision herein and the PURCHASER shall abide by the same.

The purchaser shall not use or permit to be used the allocated car parking space for any other purpose whatsoever other than parking of its own car.

Not to park car on the pathway or open space at the said building or at any other place except the space allotted to him / her and shall use the pathway.

The purchaser shall pay regularly and punctual within 7th day of every month, in advance and month by month the common expenses if the purchaser fails to pay the aforesaid expenses or part thereof within time as aforesaid, the purchaser shall be liable to pay interest @ Rs. 1% per month.

The purchaser shall not make in the said flat any structural addition and / or alterations such as beam, columns, partition walls etc. or improvements of a permanent nature except with the prior approval in writing with the sanction of the Burdwan Municipality and / or concerned authority as and when required.

**4. ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC:**

The PURCHASERS shall, at their own costs, wholly in case it relates to the said flat/unit or any part thereof and proportionately in case it relates to all the units in the said building and/or the common portions, make all alterations and/or additions as be required to be made by any statutory bodies and shall similarly pay all betterment fees and other levies and all other fees and/or penalties required to be paid in respect thereof but only such as may accrue for the period after date of delivery.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO  
(USER OF THE SAID UNIT AND THE COMMON PORTIONS)**

After the date of delivery, the PURCHASERS shall, at their own costs, keep the said unit and every part thereof and all the fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a net & clean conditions and as a decent and respectable place.

- a) Use the said unit and all common portions carefully peacefully and quietly and only for the purpose for which it is meant.
- b) Use all paths, passages and staircases (save those reserved hereunder by the DEVELOPER or the Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever.

#### **THE PURCHASERS SHALL NOT DO THE FOLLOW**

- a) Obstruct the OWNER, the DEVELOPER and/or the association in their acts, relating to the common purposes.
- b) Violate any of the rules and/or regulations laid down for the common purposes and for the user of the common portions.
- c) Injure, harm or damage the common portions or any other Flats/Units in the said building by making any alterations or withdrawing any support or otherwise.
- d) Alter any portion, elevation scheme of the said building.
- e) Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions **SAVE** at the places indicated therefore.
- f) Place or cause to be placed any article or object in the common portions.
- g) Carry on or cause to be carried on any obnoxious or injurious activity in or through the said flat or the common portions.
- h) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other flats/ units in the said building and/or the adjoining building or building.

- i) Keep or store any offensive, illegal, combustible, obnoxious, hazardous or dangerous articles in the said unit.
- j) Keep any heavy articles or things, which are likely to damage the floors or operate any machine **SAVE** usual home appliances.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**

**(CONSTRUCTION OVERVIEW)**

- 1. Door - Main door and other doors are by commercial Flash door.
- 2. Windows - All windows are three-way Aluminum channel with G-locking system.
- 3. Kitchen - Each kitchen space will be provided with one cooking platform finished with marble one sink with drain board and the required tap connection.
- 4. Toilet / Water - Each toilet will be provided with one shower, one commode, two tap and one shower point will be provided in the toilet, PVC door, tiles of the walls of toilets.
- 5. Additional
  - a) Inside wall will be painted with one coat primer
  - b) Floor of the all rooms will be made with Marble
  - c) Each flat provided with electric point.

The market valuation of the sold property is **Rs. .... only** and the present deed has been prepared upon the stamp value at **Rs. 5,000/- (Rupees Five thousand)** and the rest amount of stamp duty along with registration fees is hereby paid through e-payment.

In a separate sheet of paper 10 finger prints of both hands and signature and colour photos of both the parties are annexed herewith this deed which will be treated as part and parcel of this deed.

The above-mentioned Flat is situated within the area at Burdwan Municipality.

The Land revenue at the said Flat is to be paid as assessed for the purpose to the state of West Bengal through the B.L.& L.R.O., Burdwan, District - Purba Bardhaman, The State of West Bengal.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first above written.

WITNESS:

1

2

Drafted & Computerized

Typed by –

Drafted & Computerized

Typed by –

(Sanchita Mondal Choudhury)

Advocate

Enrollment No.-WB/1205/2012

Burdwan Dist. Judges' Court,

Purba Bardhaman

SIGNATURE OF THE ATTORNEY ON  
BEHALF OF THE OWNERS & FOR SELF OF  
THE DEVELOPER

SIGNATURE OF THE PURCHASER