

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE MADE ON THIS _____ DAY OF _____

1) **SRI SHIBA PROSAD SADHUKHAN, PAN: ALYPS1046H**, son of Madan Mohan Sadhukhan, by faith Hindu, by Nationality Indian, by occupation Business, resident of Golahat, Bardhaman, P.O. Sripally P.S. Burdwan, District Purba Bardhaman, PIN 713103, hereinafter called the '**LAND OWNER**' (which expression shall unless excluded by or repugnant to the context be deemed and mean to include each of his heirs, legal representatives, administrators, executors and assigns) of the FIRST PART.

AND

1) _____, PAN-_____, s/o _____, by religion - _____, by occupation - _____, by citizen – Indian, resident of _____, P.S.- _____, Dist.-_____, PIN-_____, and 2) _____, PAN-_____, s/o _____, by religion - _____, by occupation - _____, by citizen – Indian, resident of _____, P.S.- _____, Dist.-_____, PIN-_____ hereinafter called the '**ALLOTTEE(S)**' (which expression shall unless excluded by or repugnant to the context be deemed and mean to include each of his/her/ their heirs, legal representatives, administrators, executors and assigns) of the SECOND PART,

AND

M/S SAMANTA HOUSING DEVELOPER, PAN: ADBFS1519A, a Partnership Firm, having its office at, Vill. Raina, P.O. & P.S. Raina, District Purba Bardhaman,

PIN 713421, **represented by its Partner, SRI DEBASIS SAMANTA, PAN: AVOPS7016H**, son of Late Kalicharan Samanta, by faith Hindu, by Nationality Indian, by occupation Business, resident of Golahat, Shankharipukur, Bardhaman, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, PIN 713103, hereinafter called the '**PROMOTER**' (which expression shall unless excluded by or repugnant to the context be deemed and mean to include its successors-in- interest and office, administrators, executors and assigns) of the OTHER PART.

Background / Title of the Project Land on which the multi storied residential cum commercial building is erected and/ constructed:

WHEREAS The plot of land mentioned in Part-I of schedule-A below as well as other land was under the ownership of Jitendranath Samui & others and their names were properly been recorded in the R.S.R.O.R. and during their possession and enjoyment of the property said Jitendranath Samui and other owners have transferred 56 decimal area in favour of Madan Mohan Sadhukhan by way of registered sale deed of Burdwan Joint Sub Registered on 09.02.1963 vide deed No. 657 of 1963.

AND WHEREAS after purchasing the property said Madan Mohan Sadhukhan, by mutating his name in the L.R.R.O.R. under Khatian No.242, has enjoyed the property and during his enjoyment he has transferred the plot of land mentioned item No. 1 of Part-I of schedule-A in favour of his son i.e. present LAND OWNER, by way of registered gift deed of A.D.S.R. Burdwan and such has been registered on 27th March 2012 vide deed No. 2401 of 2012.

AND WHEREAS after obtaining the plot of land mentioned item No. 1 of Part-I of schedule-A along with others property, Shibaprasad Sadhukhan has mutated his name in the LRROR under Khatian No. 2747.

AND WHEREAS in the aforesaid manner said **SHIBA PROSAD SADHUKHAN** i.e. the LAND OWNER, become the sole owner and possessor of the plot of land mentioned in Part-I of schedule-A measuring an area 0.10 acre of Mouza-Kanainatsal, J.L. No. 76, appertaining to R.S. Khatian No. 03, R.S. Plot No. 538 and in the L.R.R.O.R, the Khatian No. 2747, L.R. Plot No. 538 classification of land as Shali with permission to Bastu /Commercial building

AND WHEREAS thereafter, he had exercised his right of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf. And his names has been recorded in the concerned L.R. record of rights and upto date Govt. rent or any other taxes had been paid in their names over the said schedule mentioned property.

AND WHEREAS the above named LAND OWNER is now in absolute Khas possession of the land mentioned in Part-I of Schedule-A hereunder by exercising their right, title, interest by paying land Revenue to the State of West Bengal and mutated their names in the present L.R record of rights before the Block Land and Land Reforms Officer, Burdwan-I at Purba Bardhaman

AND WHEREAS the LAND OWNER herein considering the lack of experience for making **construction as well as due to paucity of fund, decided to make development of the property fully mentioned in Part-I of Schedule-A constructing G+III storied building, by appointing one suitable PROMOTER with sufficient knowledge, experience & financial capability of making construction, subject to**

condition that the PROMOTER shall give and handover the 40% in every floor of the project along with proportionate share of land and all facilities and amenities of the building proposed to be constructed on the *property fully mentioned in Part-I of Schedule-A* to the LAND OWNER and the remaining 60% of every floor shall be kept by the PROMOTER.

AND WHEREAS the PROMOTER herein coming to know the intention of the LAND OWNER herein, made approach for making development of the property fully mentioned in Part-I of Schedule-A below with some terms and conditions and the LAND OWNER herein considering the bonafide approach and also considering the fame & goodwill of the PROMOTER herein, agreed to appoint the PROMOTER for constructing the proposed G+III storied building and also conveyed some terms and conditions to the PROMOTER herein and the PROMOTER considering the bonafide terms, also agreed to accept the same

AND WHEREAS for the said purpose the above-named LAND OWNER and the PROMOTER as Developer executed one Agreement for Development of Land with Development Power on 16th December 2021 and same was registered in the office of A.D.S.R., Burdwan in Book-I, volume no. 0203-2021, page from 175500 to 175546 being no. 020306410 for the year 2021

AND WHEREAS The LAND OWNER & PROMOTER has obtained the final layout plan approvals for proposed construction of Four (G+III) storied residential cum commercial building from BDA and Burdwan Development Authority.

AND WHEREAS the Purba Bardhaman Zilla Parishad has granted the no objection certificate for proposed construction of Four (G+III) storied residential cum commercial building to develop the Project *vide* Memo No. 1799/DE dated

16/12/2022

AND WHEREAS the LAND OWNER & PROMOTER has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

AND WHEREAS during continuation of above referred project the above-named ALLOTTEE(S) was /were in search of a commercial unit / residential flat (along with a parking space) and being aware of said project, ALLOTTEE(S) made connection with the LAND OWNER and the PROMOTER;

AND WHEREAS after verifying the site and documents of the aforesaid project, the ALLOTTEE(S) decided to purchase the said **one commercial unit / residential flat bearing flat no. _____ having carpet area of _____ square feet, in _____ floor , _____ side of G+III Storied Building (along with garage/closed parking no. _____ measuring _____ square feet in the _____ Ground floor) of the said Building, as permissible under the applicable law and of *pro rata* share in the common areas and facilities (“**Common Areas & Facilities**”) as described in **Schedule-C** below (hereinafter collectively referred to as the “**Apartment**” more particularly described in Part-II of **Schedule-A** and the floor plan of the apartment is annexed hereto and marked as **Schedule-B**), at a total consideration of **Rs. _____/-** (Rupees _____ only);**

AND WHEREAS thereafter above-named ALLOTTEE(S) entered into an agreement for sale of said Apartment with the LAND OWNER and the PROMOTER entered into an agreement for sale of said Apartment;

AND WHEREAS the PROMOTER has completed the construction of said G+III storied residential cum commercial building, hereinafter referred to as “**said**

building”, under above referred project, as per the sanctioned plan and said building has been named as **“SHIBAM APARTMENT”**;

AND WHEREAS thereafter, in due course the DEVELOPER herein has caused construction and completed construction of the multi-Storeyed Residential cum commercial building namely **“SHIBAM APARTMENT”** in accordance with the sanctioned building Plan and obtained the Completion Certificate from _____ on and have issued to the Alottee(s) the Notice of delivery of Possession the said Apartment in terms of the aforesaid Agreement for Sale

AND WHEREAS the said Apartment has since completed, the ALLOTTEE(S) has/ have paid the full consideration money, which includes proportionate share in land and proportionate share in cost of construction, to the LAND OWNER and PROMOTER and has/ have got delivery of possession of the said Apartment to the full satisfaction and have now requested the LAND OWNER and PROMOTER to transfer the said flat in his/her/their favour by Registered Deed of Conveyance.

NOW THIS DEED WITNESSETH AS FOLLOWS:

A. IN PURSUANCE OF THE SAID AGREEMENT AND IN CONSIDERATION OF A SUM OF **Rs. _____/-** (Rupees _____ only), more fully described in Schedule-E below truly and lawfully paid by the ALLOTTEE(S) to the LAND OWNER and /or PROMOTER, which includes cost of proportionate share in land and cost of construction hereby conveyed, and in further consideration of ALLOTTEE(S) fulfilling all obligation under these present, the LAND OWNER and /or PROMOTER, do and doth hereby sell, transfer, convey, assure and

assign forever unto and in favour of the ALLOTTEE(S), ALL THAT **one commercial unit /residential flat bearing flat no. _____ having carpet area of _____ square feet, in _____ floor , _____ side of G+III Storied Building (along with garage/closed parking no. _____ measuring _____ square feet in the _____ Ground floor) of the said Building, as permissible under the applicable law and of *pro rata* share in the common areas and facilities (“Common Areas & Facilities”) as described in **Schedule-C** below (hereinafter collectively referred to as the “Apartment” more particularly described in Part-II of **Schedule-A** and the floor plan of the apartment is annexed hereto and marked as **Schedule-B**);** and the LAND OWNER and PROMOTER doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Apartment ,**TO HAVE AND TO HOLD** the said Unit, unto the ALLOTTEE(S) herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Apartment , belonging to and held by the ALLOTTEE(S) for commercial / residential purpose only and upon/after execution of this deed, subject however, to the rights reserved by the LAND OWNER and PROMOTER, the ALLOTTEE(S) shall have every right to sell, gift, lease and transfer the same, subject to conditions and covenants more fully described in this deed.

B. THE OWNERS AND THE PROMOTER DOTH HEREBY COVENANT TO THE ALLOTTEE(S)as follows-

- 1) The LAND OWNER AND PROMOTER have realized their share in consideration as per the development agreement from the consideration amount paid by the ALLOTTEE(S) in respect of said

Apartment and there is no reciprocal financial liabilities between the LAND OWNER and the PROMOTER and the ALLOTTEE(S) in respect of the said Apartment .

- 2) The LAND OWNER, having good right, full power, absolute authority and indefeasible title to grant, convey, transfer, assign and assure, have granted, conveyed, transferred, assigned and assured unto the ALLOTTEE(S) said Apartment in the manner aforesaid and the PROMOTER confirms such grant, convey, transfer, assign and assure by LAND OWNER in favour of the ALLOTTEE(S).
- 3) That the said Apartment is free from attachments, encumbrances, court or acquisition proceedings or charges of any kind.
- 4) The ALLOTTEE(S) shall be the sole and absolute owner(s) of the said Apartment with attendant rights of ownership, possession, enjoyment and shall be entitled to deal with or dispose the Said Apartment as he/she/they deem(s) fit without any interference, obstruction or hindrance from the LAND OWNER and PROMOTER or anyone claiming under, through or in trust from the LAND OWNER and PROMOTER;
- 5) The ALLOTTEE(S) shall have the right of execution, maintenance, repairing, replacing and painting of the doors, windows, inside decorations of the said Apartment provided that any such act does not cause any obstruction or create nuisance or permanent obstruction to the other Apartment owners /allottee(s) save and except any structural modification of the same.
- 6) The ALLOTTEE(S) being absolute owner(s) shall have the right to

sell, transfer, mortgage, lease or otherwise alienate and encumber the property hereby conveyed without interference of any person or persons.

- 7) The LAND OWNER and PROMOTER shall from time to time and at all times hereafter upon every reasonable request and at the cost of ALLOTTEE(S), make, do acknowledge, exercise, execute and register and cause to be made done and registered all such further deed/ deeds as shall be reasonable required to perform all such further and/or other lawful and reasonable matters and things whatsoever for further better or more perfectly assuring the right, title and interest of the conveyed property and the right of use and enjoyment of common user facilities attributable thereof.
- 8) That the ALLOTTEE(S) shall be entitled to the ownership of and to hold, enter upon and enjoy the Said Apartment hereby conveyed and the income and profits received there from and that the ALLOTTEE(S) shall at all times hereafter, pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses in respect of the residential cum commercial building and all other common areas and facilities;
- 9) That the LAND OWNER and PROMOTER will pay all taxes, rates and cess in respect of the Said Apartment up to the date of handing over the possession of Said Apartment in favour of the ALLOTTEE(S);
- 10) That the LAND OWNER and PROMOTER will take immediate

initiative for formation of a service organization or Association of Allottees of said building for management and maintenance of the said building and hand over its charges to the said organization or Association as the case may be.

C. THE PURCHSER(S) DOTH HEREBY COVENANT AND AGREE WITH THE LAND OWNER AND PROMOTER AS FOLLOWS:-

- 1) The ALLOTTEE(S) shall never claim from the LAND OWNER or from the PROMOTER any right, title and interest in any other part or portion of the said building save and except the said Apartment hereunder conveyed but shall have common rights and facilities and benefits provided in the schedule written hereunder.
- 2) The ALLOTTEE(S) shall not claim partition of the undivided proportionate share in the land or common portion and common areas and facilities.
- 3) The ALLOTTEE(S) shall use the said Apartment for commercial /residential purpose only. The ALLOTTEE(S) shall regularly and punctually pay the proportionate share of Common Expenses, as mentioned in the D-SCHEDULE hereunder, from the date of delivery of possession of the said Apartment .
- 4) The ALLOTTEE(S) shall be liable to pay proportionately all common charges, tax, common electricity charges and other charges and other levies and outgoing maintenance charges and repairs of common portions and repair and painting of the outer walls of the said building and other expenses necessary for the said building from the date of

delivery of possession of the said Apartment .

- 5) That the ALLOTTEE(S) shall be entitled to use and enjoy the common portion only to the extent required for ingress and egress from the said Apartment to the main road and shall have all right to bring the goods, materials for the use of commercial / residential purpose.
- 6) That the ALLOTTEE(S) shall be entitled to 24 hours water in the said Apartment from the overhead tank, installing motor pump and the ALLOTTEE(S) shall enjoy water facilities commonly with other co-apartment owners, subject to payment of maintenance charges for the common area and common facilities and also shall pay charges proportionately for enjoyment of common electric facility for common area and to be made for benefit of all co-apartment owners of the said building.
- 7) The ALLOTTEE(S) shall get the said Apartment separated and mutated in the records lying before the competent authority and shall pay all taxes and impositions separately along with the proportionate share & common expenses, water charges etc., if any, from the date of delivery of the possession.
- 8) The ALLOTTEE(S) along with the other apartment owners of the said building shall form a service organization or Association for management and maintenance of the said building and shall abide by the rules and regulations and bye laws of the organization or Association as the case may be. Said Rules and Regulation will not be inconsistent with the general provisions specified in this deed.
- 9) That the ALLOTTEE(S) shall be bound to join with the Association of

Allottees and shall abide by rules and regulation is to be framed.

- 10) That the ALLOTTEE(S) will pay all maintenance charges and other statutory charges payable in respect of the said Apartment and other facilities as described in this deed to the PROMOTER at the rate to be fixed by the PROMOTER in consultation with the existing Apartment owners of said building, until the PROMOTER is not handing over charges to the Association of Allottees of said building and in default of payment of any two monthly bills within seven days from the date of delivery of bills the PROMOTER shall have the unfettered right to disconnect or discontinued the facilities which have been agreed to be given to the ALLOTTEE(S) without giving any further notice to the ALLOTTEE(S) and the ALLOTTEE(S) covenant(s) and agree(s) to observe performs and comply with the terms and conditions set out and mentioned in various clauses of the D-schedule written hereunder.
- 11) The ALLOTTEE(S) shall not introduce any anti-social person in the said Apartment by way of transfer or lease and shall not do any immoral activities in the said Apartment . All transfer of possession of the said Apartment shall be subject to the prior intimation to the LAND OWNER and THE PROMOTER so long the association of Allottees is not formed.
- 12) That the ALLOTTEE(S) shall be bound to allow the men of PROMOTER or Association of Allottees in said Apartment for maintaining of water, sewerage connection and other maintenance work of said building.

13) That the ALLOTTEE(S) has /have right to take electric meter in his /her / their own name of ALLOTTEE(S) but the cost of installation of the meter shall be borne by the ALLOTTEE(S) and the meter will be installed in the common meter space to be provided in said building. The ALLOTTEE(S) shall pay for the electricity as per the bills served on the Said Apartment by the WBSEDCL or in the interim by the LAND OWNER / PROMOTER /Managing Agent/Association of Allottees. Payments to the WBSEDCL as and when bills directly raised by them to the individuals should be according to the terms and conditions of the WBSEDCL. In the interim such payments shall be made by the ALLOTTEE(S)/OCCUPIER(S) within 7 days of receipt of the bill issued by the LAND OWNER / PROMOTER / Managing Agent/Association of Allottees. If the ALLOTTEE(S) fail(s) to pay such bill within the stipulated due date, the ALLOTTEE(S) shall be liable to pay late payment surcharge prevalent at that point of time. In the event the ALLOTTEE(S)/OCCUPIER(S) fail(s) to pay such bills for two months, the LAND OWNER / PROMOTER / Managing Agent/Association of Allottees shall issue a notice to the ALLOTTEE(S)/OCCUPIER(S) for payment of such dues within a period of 7 days from the receipt of such notice. In spite of the above, if the ALLOTTEE(S)/Occupier(s) fails to pay such dues along with applicable late payment surcharge within the period of 7 days, the LAND OWNER / PROMOTER /Managing Agent/Association of Allottees may forthwith disconnect the supply of electricity until full payment is made. In such an event the ALLOTTEE(S) shall also be liable to pay disconnection and reconnection charges as may be

levied by the LAND OWNER / PROMOTER / Managing Agent/Association of Allottees.

- 14)The ALLOTTEE(S), being the owner of the said Apartment, shall at all times hereafter, be responsible for the action and/or in-action of such Allottee's occupier/s, guests, agents, whosoever. For the purpose of this clause, the LAND OWNER / PROMOTER /Association of Allottees shall have the right to take appropriate action against the ALLOTTEE(S) in the event of any default of such occupier/s, guest, agent, etc.
- 15)The ALLOTTEE(S) shall not do any addition /alteration and/or any construction activity in any area of the said building except inside his/her/ their said apartment and that is also within the permissible approved limit of the concerned Authority
- 16)The ALLOTTEE(S) shall not shall change the outside colour scheme, elevation or facade of the Said Apartment;
- 17)The ALLOTTEE(S) along with other apartment owners/ unit owners/ parking space owners of the said building shall keep the said building and common areas and facilities and common installations in good and repairable conditions.
- 18)That the ALLOTTEE(S) shall not create any obstruction in peaceful occupation of other Apartment owners / parking space owners of the said building, either by keeping any goods, materials on the common areas, passage or by any means.
- 19)The ALLOTTEE(S) shall not keep or throw dirt, rags, rubbish,refuse or other articles in the stairs or in common areas in the said building and

shall not block the same in any manner whatsoever.

- 20) That the ALLOTTEE(S) will not plant, any kind of tree, plant or saplings by accumulating earth/soil on the roof top.
- 21) That the ALLOTTEE(S) will not store any item, like Inflammable, hazardous to the health and any goods and materials, resulting pollution, excepting the cooking gas and other cooking articles for cooking purpose, in the said Apartment .
- 22) The ALLOTTEE(S) have taken inspection of the said Apartment and found it is good habitable condition and in order and has not got no dispute thereof and accepted possession of the said Apartment .
- 23) That the terms and conditions and stipulation made herein contained shall be final and conclusive and shall prevail over any other contrary conditions and stipulations made before.
- 24) The ALLOTTEE(S) hereby admit(s) that the LAND OWNER along with PROMOTER had complied with all terms and conditions of the agreement for sale.
- 25) That the ALLOTTEE(S) at his/her/their own cost shall maintain inside part of said Apartment and can keep nameplate on the entrance door of said Apartment , all exterior portion shall be maintained by paying proportionate cost and charges.
- 26) The ALLOTTEE(S) has/ have inspected the said Apartment and above referred relevant documents in respect of the said land and satisfied with the quality of construction in terms of the agreement for sale and also satisfied with the right title and interest of the LAND OWNER in respect of the said land.

- 27)The ALLOTTEE(S) herein has /have also satisfied about correctness of the measurement of the said Apartment , quality of materials used in making the said building and have no grievances whatsoever in this respect and also has no grievances in respect of quality of construction of the said building. The ALLOTTEE(S) shall not raise any objection on the existing construction of the said building.
- 28)Upon registration of Deed of Conveyance the ALLOTTEE(S) shall have full right to sell, transfer, mortgage, lease out or otherwise deal with the said Apartment and to realize rent, issues and profit thereof subject to payment of maintenance charges as agreed and all other taxes, charges if imposed by any other authorities in. future from the date of registration of the said Apartment or from the date of delivery of possession of the said Apartment by the LAND OWNER to the ALLOTTEE(S) herein, whichever is earlier
- 29)That the ALLOTTEE(S) shall not be entitled to claim any right, title, interest beyond the said Apartment and shall be entitled to use the common areas, path, passage for enjoyment of said Apartment , without creating any disturbances to the other apartment owners.
- 30)That the ALLOTTEE(S) shall not keep pet dog/animal in the said Apartment .
- 31)That the ALLOTTEE(S) or his/her/their guests, maid- servants, visitors etc., shall keep their cycle, bike, two-wheeler etc., within the specified common parking place for two-wheeler within the said building area on temporary basis. Car parking is allowed only by the allottee(s) of the parking space.Washing of cars shall be done only by allottee(s)

and authorized car washers, in the designated area provided within the project Land. ALLOTTEE(S) shall not transfer separately the parking space without transfer his/her/their commercial unit /residential flat, to any third person separately, except the existing apartment owner(s) of the said building. The ALLOTTEE(S) shall be liable to obey all rules and regulations pertaining to car park, as will be framed by the Association of Allottees.

32) This Deed shall override the provisions of Agreement for Sale and any other prior agreement between the parties.

33) The ALLOTTEE(S) shall not damage the foundation column, girders, beams, supports, main walls, load bearing walls, floors, ceiling etc of the said Apartment and the said building.

34) The ALLOTTEE(S) shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.

35) That the ALLOTTEE(S) shall not be entitled to change the name of the said building from " **SHIBAM APARTMENT** ".

36) That all definition of land, said building, plan etc. shall be applicable as a defined in the RERA Act, 2016 and West Bengal RERA Rules (upto date amended) and other applicable acts.

37) Any dispute arising in respect of this Deed shall only be referred to arbitration of one Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the parties. The arbitration proceedings shall be carried out in the English

language. The arbitration proceedings shall be held at Burdwan (Dist.- Purba Bardhaman, WB) and the Courts in Burdwan (Dist.- Purba Bardhaman, WB) shall alone have jurisdiction in this regard

D. THE LAND OWNER AND THE PROMOTER DECLARE THAT-

- 1) That the said property under sale is free from all sorts of encumbrances such as Sale, Mortgage, Gift, Transfer, decree, litigation, lease, acquisition/ notification etc. and there is no defect in the title of the LAND OWNER and that has been constructed by the PROMOTER as per sanctioned plan, if it is proved otherwise at any time and the ALLOTTEE(S) suffers any loss, then the LAND OWNER AND PROMOTER shall be fully liable and responsible for the same and the ALLOTTEE(S) shall be entitled to recover all his/her losses from the LAND OWNER AND PROMOTER.
- 2) That the copy of completion certificate of the above referred project will be provided to the ALLOTTEE(S) by the PROMOTER as same will be obtained.

E. Interpretations:

- 1) Wherever any expenses or costs are mentioned to be borne or paid proportionately by the ALLOTTEE(S), then the portion of the whole amount payable by the ALLOTTEE(S) shall be in proportion to the super built up area of the respective Apartment / Unit of ALLOTTEE(S), which will also include proportionate area of the total common area.
- 2) Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations

or orders made there under.

- 3) Masculine gender shall include feminine and neuter genders and vice versa.
- 4) The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.
- 5) Words denoting singular number shall include the plural and vice versa as applicable.
- 6) Any reference to a clause or a Schedule means a Clause or Schedule of this deed.

THE SCHEDULE – A

PART-I

(DESCRIPTION OF THE PROJECT LAND)

All that piece of land by measuring 0.10 acre and/or 4356 sq.ft. more-less area of land being R.S. Khatian No. 03, R.S. Plot No. 538 and in the L.R.R.O.R, the Khatian No. 2747, L.R. Plot No. 538 classification of land as Shali with permission to Bastu, within Mouza Kanainatshal, J.L. No. 76, under P.S. Burdwan, Dist. Purba Bardhaman under Baikunthapur-2 Gram Panchayat.

The property butted and bounded by:

NORTH	:	Panchayat Road,
SOUTH	:	Part of plot 538,
EAST	:	Part of plot 538,
WEST	:	Part of plot 537.

PART-II

(DESCRIPTION OF THE APARTMENT)

WITHIN the G+III-storied Building namely “SHIBAM APARTMENT” comprised in Part-I of Schedule-A above, one commercial unit /residential flat bearing apartment no. _____ having carpet area of _____ square feet, in _____ floor , _____ side of the said Building (along with garage/closed parking no. _____ measuring _____ square feet in the _____ Ground floor of the said Building), as permissible under the applicable law and of *pro rata* share in the common areas and facilities (“Common Areas & Facilities**”) as described in Schedule-C below and the floor plan of the apartment is annexed hereto and marked as **Schedule B**;**

THE SCHEDULE – B

(FLOOR PLAN OF APARTMENT)

C- SCHEDULE - ABOVE REFERRED TO

(COMMON AREAS AND FACILITIES)

The common *areas* and facilities mentioned in this Indenture shall include-

1. AREAS:

- a) Entire project Land
- b) Entrances, exists, boundary walls, open and / or covered paths and passages.
- c) Lobbies, staircase, lift and landings.
- d) Other spaces for installing pumps, electrical and other installations and of common and other common installations mentioned hereinafter.

2. WATER AND PLUMBING:

Water pumps, water tank, water pipes (save those inside of the flat) and tubewell.

3. ELECTRICAL INSTALLATION:

Wiring and assembles for lighting of the common paths and wiring from the electrical substation to one point inside or at the main gate of each unit.

4. DRAINS ETC.:

Drains, sewers and pipes.

5. OTHERS:

- a) Other common areas and installations and/or equipment as are provided in the building for common use and/or enjoyment
- b) Other applicable common areas as defined in sec-2(n) of THE REAL

ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016

D- SCHEDULE - ABOVE REFERRED TO
(COMMON EXPENSES)

1. MAINTENANCE:

All expenses for maintaining, operating, white-washing, painting, repairing, renovating and replacing common portion including the outer walls of the said building.

2. OPERATIONAL:

All expenses for running all machinery, equipment and installations comprised in common portion of the said building, including waterpumps, lift, electrical substation transformer & generator and including the costs of repairing, renovating & replacing the same.

3. STAFF:

The salaries of and all other expenses on the staff to be employed for common purposes, including their salaries, bonus and other emoluments and benefits.

4. RESERVES:

Creation of funds for replacement, renovating and/or other periodic expenses.

5. OTHERS:

All other expenses and/ or outgoing as are incurred by the PROMOTER and/or the Association of Allottees for the common purposes

IN WITNESS WHEREOF the parties hereto have set and subscribe their hands and seals on the day month and year first above written.

Witnesses:

Signature of LAND OWNER

Signature of PROMOTER

Signature of ALLOTTEE(S)

Drafted by me &
Printed in my office

Ayan ProsadKonar
Advocate
Dist. Judges' Court Burdwan
Enrolment No. WB/681/2006

E- SCHEDULE - ABOVE REFERRED TO
(MEMO OF CONSIDERATION)

Details	Amount
Price for the Commercial Unit / Residential Flat sold	
Price for the Parking Space sold	
Total Payment for the aforesaid Apartment	

Received of and from the within-named ALLOTTEE(S) a sum of Rs. _____/- (Rupees _____ only), by following manner, as consideration of aforesaid apartment:

Mode & Details of Payment	Date of Payment	Amount (Rs.)
TOTAL		

Witnesses:

We say received

LAND OWNER & PROMOTER