

DEED OF SALE

This Deed of Sale is made and executed on
theDay of, 202.....

BETWEEN

MR. KUNAL GHOSH CHOWDHURY, S/O Rabi Ghosh Chowdhury, by caste Hindu, by Nationality Indian, by Occupation Business, resident of Alamganj, P.O. Nutanganj, P.S. Burdwan, Dist. Purba Bardhaman, PIN- 713102, **PAN- AKXPC6732A**

Referred to hereinafter as the **OWNER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to his legal heirs, successors, legal representatives, executors, administrators and assigns).

Represented by their registered power of Attorney Holder (vide Development Agreement being Deed No. 8995 for the year 2024 of D.S.R.-I, Purba Bardhaman & Development Power of Attorney being Deed No. 9003 for the year 2024 of D.S.R.-I, Purba Bardhaman)

RAJ SRI CONSTRUCTION, a Partnership Firm having its registered office At Alamganj, P.O. Nutanganj, P.S. Burdwan, Dist. Purba Bardhaman, PIN- 713102, **PAN: ABJFR9290H**, represented by its partners, namely:

- 1. MR. KUNAL GHOSH CHOWDHURY**, S/O Rabi Ghosh Chowdhury, by caste Hindu, by Nationality Indian, by Occupation Business, resident of Alamganj, P.O. Nutanganj, P.S. Burdwan, Dist. Purba Bardhaman, PIN- 713102, **PAN- AKXPC6732A**
- 2. MRS. SRIJA GHOSH CHOWDHURY**, W/O Kunal Ghosh Chowdhury, by caste Hindu, by Nationality Indian, by Occupation

business, resident of Alamganj, P.O. Nutanganj, P.S. Burdwan,
Dist. Purba Bardhaman, PIN- 713102, **PAN- BDOPC7860C**

Referred to hereinafter as the **DEVELOPER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to its legal heirs, successors, legal representatives, executors, administrators and assigns) of the SECOND PART.

AND

RAJ SRI CONSTRUCTION, a Partnership Firm having its registered office At Alamganj, P.O. Nutanganj, P.S. Burdwan, Dist. Purba Bardhaman, PIN- 713102, **PAN: ABJFR9290H**, represented by its partners, namely:

- 1. MR. KUNAL GHOSH CHOWDHURY**, S/O Rabi Ghosh Chowdhury, by caste Hindu, by Nationality Indian, by Occupation Business, resident of Alamganj, P.O. Nutanganj, P.S. Burdwan, Dist. Purba Bardhaman, PIN- 713102, **PAN- AKXPC6732A**
- 2. MRS. SRIJA GHOSH CHOWDHURY**, W/O Kunal Ghosh Chowdhury, by caste Hindu, by Nationality Indian, by Occupation business, resident of Alamganj, P.O. Nutanganj, P.S. Burdwan, Dist. Purba Bardhaman, PIN- 713102, **PAN- BDOPC7860C**

Referred to hereinafter as the **DEVELOPER/CONFIRMING PARTY** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to its legal heirs, successors, legal

representatives, executors, administrators and assigns) of the THIRD PART.

AND

....., Son/Wife, by caste, by
Nationality Indian, by Occupation, resident of
....., P.S., Dist. –
7....., **PAN:**

Referred to hereinafter as the **PURCHASER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to his legal heirs, successors, legal representatives, executors, administrators and assigns) of the FORTH PART.

WHEREAS the property described in the "**A**" Schedule below was originally owned and possessed by State of West Bengal and the State of West Bengal decided to gift the land in favour of the land losers & homeless persons and with this aim State Of West Bengal through its Relief & Rehabilitation Department gifted the A Schedule property jointly in favour of Pradip Kumar Das, Joydeb Das, Chaya Das & Maya Mitra by virtue of a deed of Gift, registered in the office of A.D.S.R., Burdwan being Deed No 31 for the year 2007 and in this way said Pradip Kumar Das, Joydeb Das, Chaya Das & Maya Mitra exclusively got A schedule property and possessed the same without any connection or concern to others.

AND WHEREAS after the demise of said Maya Mitra, her share in the A Schedule property devolved upon her husband Kartik Mitra, one son Manoj Mitra & one daughter Madhabi Mitra. Thereafter during their ownership and possession said Pradip Kumar Das, Joydeb Das, Chaya Das, Kartik Mitra, Manoj Mitra & Madhabi Mitra, they jointly transferred the **A** Schedule property in favour of Kunal Ghosh Chowdhury, i.e, the present Owner by virtue of a deed of sale, registered in the office of A.D.S.R., Burdwan, recorded in Book No I, Volume No 0203, within the pages 256300 to 256328, being Deed No 10063 for the year 2022 and in this way present Owner exclusively got A schedule property and possessed the same without any connection or concern to others. Thereafter the name of the Owner was recorded in the L.R.R.O.R. under Khatian no 11091 of Mouza Balidanga.

AND WHEREAS the OWNER are previously decided to build their own residential house but all of them have separate accommodation in different towns of West Bengal and for that reason now they were not willing to build their residential house over the **"A"** schedule property, but as the **"A"** schedule property is situated within residential area as a result there would be lucrative and prospective scope to convert the **"A"** schedule property into multi storied flats and sell the same to different intending purchasers.

AND WHEREAS the DEVELOPER Firm was engaged in civil construction and development of immovable properties and being

informed form, the closed sources approached to the OWNER through it's partners to carry on the project to build G+IV storied building project by providing fund from their own source.

AND WHEREAS in the joint meeting with the DEVELOPER, the OWNER expressed their affirmation to the proposal of the DEVELOPER, and the DEVELOPER was agreed to take up the project and to complete the same by providing their own fund with certain condition, single as well as joint liability and also agreed that the DEVELOPER would start the project and complete the same of G+IV storied building as per the sanction plan from the competent authority and provide allotment as well as consideration amount to the OWNER. It was further agreed that the DEVELOPER would also bear their joint liabilities with the other flat owners in respect of the common portion/space left as per the sanction plan.

AND WHEREAS the OWNER and DEVELOPER FIRM represented by its partners, after due discussion over the modus operandi and the terms & conditions, had entered into a **Development Agreement being Deed No. 8995 for the year 2024 of D.S.R.-I, Purba Bardhaman** and as per the terms & conditions of the said agreement the OWNER has delivered Development Power of Attorney in favour of the DEVELOPER firm vide **being Deed No. 9003 for the year 2024 of D.S.R.-I, Purba Bardhaman** for development and for construction of multi-storied building consisting of several flats/units/parking spaces

on the basis of sanctioned building plan issued by Burdwan Municipality and the Owner has given the authority and power to execute Agreement for Sale/Deed of Sale in favour of the intending purchasers of flat/unit/parking space comprising in the proposed building and also delivered the power to realize the cost of construction of the flat/unit/parking spaces and common parts from the intending purchaser as consideration amount directly and the cost of the proportionate share of interest in the land described in the schedule "A" mentioned hereunder and upon receipt of such payment from the intending purchasers the DEVELOPER shall nominate the intending purchasers by providing the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchasers.

AND WHEREAS prior to the execution of said Development Agreement & Power of Attorney, the Owner in their own initiative has applied before the Burdwan Municipality and sanctioned building plan in respect of the "A" schedule property.

Now the Developer are doing their promotion to sale out the flats/units/parking spaces and being convinced by the promotion and being informed by the close sources the purchaser, decided to purchase, the **Flat** being no.....on the **Foor and one Covered Parking in the Ground Floor**, more specifically mentioned in

Schedule B written herein in of the multistoried residential building namely "....." constructed over the A Schedule property for consideration of **Rs**/- (**Rupees** **Only**), and one Agreement For Sale was duly executed in between the Developer & the Purchaser and as per that Agreement for Sale the Purchaser made payment of entire consideration amount in favour of the Developer through bank transaction in favour of the developer. The Developer has realized all the consideration money and agreed that they have no claim further regarding the **B Schedule** property and entire consideration money is paid in their favour, agreed to execute this Deed of Sale in favour of **PURCHASER**.

The **PURCHASER** have inspected and scrutinize all the official documents regarding the A Schedule property as well as B Schedule property, the title deeds, Holding, Tax receipts, the Site plans, Building Plan, taken from various competent government authorities etc and satisfied by understanding all the legal consequences, title of the property and common rights and obligations attached thereto free from all and every types of encumbrances, liens, charges whatsoever and thereafter proposed to the **DEVELOPER** to execute this Deed of Sale in respect of B Schedule property and the **DEVELOPER** expressed their affirmation over the proposal after acknowledging certain consideration amount written herein above.

NOW THIS DEED OF SALE WITNESSETH AND IT IS
HEREBY AGREED BY THE PARTIES HERETO AS
FOLLOWS:

- 1. PREMISES** shall mean the premises situated at **ALL THAT** piece and parcel of land under PS. Burdwan & Dist. Purba Bardhaman, Mouza Balidanga, J.L. No. 35, C.S. Plot No 1057, R.S. Plot No 1057/2413, L.R. Khatian No. 11091, L.R. Plot no 2616, area 4320 Sq. Ft., Classification Bastu, under ward no 13 of Burdwan Municipality. For the free egress & ingress there is 34 wide unnamed municipal road towards the southern side of the schedule property, over which G+IV storied residential building namely "....." have constructed.
- 2. OWNER** shall mean **MR. KUNAL GHOSH CHOWDHURY**, S/O Rabi Ghosh Chowdhury, by caste Hindu, by Nationality Indian, by Occupation Business, resident of Alamganj, P.O. Nutanganj, P.S. Burdwan, Dist. Purba Bardhaman, PIN- 713102, **PAN- AKXPC6732A**. (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to his legal heirs, successors, legal representatives, executors, administrators and assigns) of the FIRST PART, (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives, assigns, nominee or nominees).

DEVELOPER shall mean **RAJ SRI CONSTRUCTION**, a Partnership Firm having its registered office At Alamganj, P.O. Nutanganj, P.S. Burdwan, Dist. Purba Bardhaman, PIN- 713102, **PAN: ABJFR9290H**, represented by its partners, namely: 1) **MR. KUNAL GHOSH CHOWDHURY**, S/O Rabi Ghosh Chowdhury, by caste Hindu, by Nationality Indian, by Occupation Business, resident of Alamganj, P.O. Nutanganj, P.S. Burdwan, Dist. Purba Bardhaman, PIN- 713102, **PAN- AKXPC6732A**, 2) **MRS. SRIJA GHOSH CHOWDHURY**, W/O Kunal Ghosh Chowdhury, by caste Hindu, by Nationality Indian, by Occupation business, resident of Alamganj, P.O. Nutanganj, P.S. Burdwan, Dist. Purba Bardhaman, PIN- 713102, **PAN- BDOPC7860C**. (Which term and expression shall unless excluded by or repugnant to the subject or context be deemed to his legal heirs, successors, legal representatives, executors, administrators and assigns).

3. PURCHASER shall mean, Son/Wife of, by caste, by Nationality Indian, by Occupation, resident of, P.S., Dist.– 7, **PAN:**, (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to his legal heirs, successors, legal representatives, executors, administrators and assigns).

1. **BUILDING** shall mean G+IV storied residential building constructed over the A Schedule property in accordance with the plan sanctioned by Burdwan Municipality for construction of G+IV storied residential building consisting of several Flat/Unit/covered car parking space over the "A" Schedule property and named as “.....”.
2. **COMMON FACILITIES/PORTIONS** shall include common spaces, common areas, paths, ways, passages, roof, foundations, columns, beams, supports, wall, stairs, stair cases, lift, drive ways, water tank, meter-space, septic tank, boundary walls, lobbies, corridors, and such other spaces and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, maintenance and/or management of the building.
3. **ARCHITECT** shall mean technically experienced qualified persons or the firm/s appointed by the Developer Firm as architect of the said G+IV storied residential building constructed over the A Schedule property.
4. **BUILDING PLAN** shall mean the plan/drawings of the G+IV storied residential building over the A Schedule property prepared by the architect and submitted to Burdwan Municipality for the construction of G+IV storied residential building with such variation or modification and/or alteration as mutually agreed upon between the parties and duly sanctioned by the Burdwan Municipality.

5. **SAID FLAT**: shall mean the Flat being noon the
Floor of the G+IV storied residential building in the name & style of
....., together with undivided proportionate share of the
land underneath including right of easements, common facilities and
amenities annexed thereto more fully described in **Schedule B** written
herein under.
6. **SALEABLE SPACE**: shall mean the space in the building available for
independent use and occupation after making due provisions for
common facilities.
7. **TRANSFEROR** shall mean the firm, who transfers their respective
share to the person/s, together with undivided, and impartible
proportionate share of land and right to use in common space in the
building.
8. **TRANSFeree** shall mean the person/s, in favour of whom any space
or Flat/Units/covered parking space together with undivided, and
impartible proportionate share of land and right to use in common
space in the building has been transferred or is proposed to be
transferred.
9. **FLAT COVERED AREA** shall mean the plinth area of the said
unit/flat/parking space including the bathrooms and balconies and also

thickness of the walls and pillars which includes proportionate share of the plinth area of the common portions provided that if any wall be common between the two flat/unit/parking spaces then one-half of the area under such wall shall be included in each Unit/Flat.

10. **ROOF / TERRACE** shall mean the ultimate roof over and above the Fourth Floor of the said building and it should be treated as one of the common areas and facilities subject to the limited purpose. Be it mentioned here that (if the local authority permits any further floor over the existing building then the roof will be treated as Top of the building).
11. **HOLDING ORGANISATION** shall mean any association or Society formed by the owners of several flats/units for the common purposes in accordance with Law and also with the help & co-operation of the owners.
12. **UNDIVIDED SHARE** shall mean the undivided proportionate share in the land & building attributable to the each flat/unit/covered parking space comprised in the said A schedule property and the common portions held by and/or agreed to be sold to the respective purchasers.
13. **COMMON EXPENSES** shall include all expenses incurred by the Co-Owners for the maintenance, management and upkeep of the building over the A Schedule property for common purposes.

14. **COMMON PURPOSES** shall mean the purpose of managing & maintaining the building over the A schedule property and in particular the common portions, collection and disbursement of common expenses for common portions and dealing with the matter of common interest of the co-owners relating to their mutual rights & obligations for the most beneficial use & enjoyment of their respective units exclusively and the portions in common.

15. **SINGULAR** shall mean plural and vice versa, masculine shall include feminine and vice versa.

NOW IT IS AGREED BETWEEN THE PARTIES
HERETO AS FOLLOWS:-

1. That the Developer Firm represented by it's partners agreed to sale or transfer the **Flat** being no.on the**Floor and one Covered Parking in the Ground Floor** of the G+IV storied residential building in the name & style as together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities to the Purchaser and Purchaser agreed to purchase the said **Flat** for a consideration amount of **Rs**/- (**Rupees**
Only).
2. That the DEVELOPER after realization of the entire consideration money through bank transaction hereby grant, sale, convey, transfer, assign

and assure the B Schedule property in favour of the PURCHASER with all the things permanently attached thereto or standing thereon and all the liberties, privileges, easements and advantages appurtenant thereon and all the estates, right, title, interest, use, inheritance, possession, benefits, claims and demand whatsoever TOGETHER WITH the right use the common area, portions, facilities, amenities and installations in the said building more fully described in **Schedule C** written herein under, TOGETHER WITH all easements or quasi-easements or other stipulations more fully described in the **Schedule D** written herein under subject to the common rules & regulations, covenants and stipulations more fully described in the **Schedule E** written herein under and FURTHER subject to the several restrictions more fully described in the **Schedule F** written herein under AND ALSO subject to the Purchaser will be regularly and punctually paying the proportionate costs of maintenance and other expenses as mentioned in the **Schedule G** written here in under, and OWNER hereby is in a free mind giving their full consent to the said proposal of Sale subject to discharge of the sole and joint liabilities with the other Flat/Unit/Flat Owners by the PURCHASER written herein under.

3. That the DEVELOPER now have in themselves, absolute right, full power, and absolute authority to sell/transfer the B Schedule property as in the manner aforesaid.

4. That a sketch map, which is annexed with this Deed of sale has been prepared showing location, position and area of the B Schedule property, and the same will be treated as part and parcel of this Deed of Sale.
5. That the PURCHASER may at all times hereinafter peacefully and quietly enter upon, hold, occupy, take possession of the B Schedule property and enjoy the said schedule property with the undivided proportionate share in the said land as they deem fit and enjoy & encash the usufructs from the said property without any interruption, claim or demand whatsoever from or by the OWNER or their heirs, executors, administrators and assigns or any person or persons lawfully claiming or to claim by from under or in trust for the OWNER .
6. That the OWNER & DEVELOPER and all persons having or lawfully claiming any estate or interest whatsoever to the said B Schedule property and premises or any part thereof from under or in trust for the OWNER or their heirs, executors, administrators and assigns or any of them shall and will from time to time and at all times hereafter to the PURCHASER and in that case the OWNER indemnifies the PURCHASER to do and execute or cause to be done and execute all such further and other acts, deeds, things, conveyances and assurances in law whatsoever for better and more perfectly assuring the B Schedule property and every part thereof unto and to the use of the PURCHASER

in the manner aforesaid as by the PURCHASER or their heirs, executors, administrators and assigns or counsel in law.

7. That the DEVELOPER transfers their ownership by way of Sale in favour of PURCHASER in respect of the B Schedule property together with interrupted absolute right to free ingress and egress from/to the building namely as well as B Schedule property and use all common portions, facilities and amenities as provided or to be provided in the said complex.
8. That the PURCHASER hereby after getting possession in the said B Schedule property have to mutate his/her/their name/s in his/her/their own cost by applying before all the competent Government/Semi-Government authorities in force and for those applications for mutation the DEVELOPER hereby given their full and absolute consent and if necessary, shall be ready to provide their written N.O.C.s.
9. That the PURCHASER hereby have to pay proportionate share of all the impositions charges and fees, taxes existing or if any to be levied hereafter and all outgoing maintenance and service charges and all other expenses incidental to the said building and said property including the costs, expenses in respect of common maintenance charges and bear common expenses for development or betterment of the said building as written herein under and these be started from the date execution of the this Deed of Sale.

- 10.** That the PURCHASER is/are intending to get the B Schedule property for their personal use and hereby is not entitled to convert the said flat or any part thereof in such a way which is detrimental to the interest of other Flat/Flat owners of that building or may not convert or construct any of the part thereof without the prior written consent of the competent authority and the other Flat/Flat Owner of the building. But they can lease out the said Flat and collect the interest or rent thereof and they are entitled to mortgage from any bank or financial institution for the purpose of obtaining loan or similar other matters. Further the PURCHASER is duty bound to keep the said complex habitable for the other flat/flat Owners.
- 11.** That the proportionate undivided interest of said complex in the common area and facilities as laid down in this deed of sale shall not be transferable except along with the said flat of B Schedule hereby sold to the PURCHASER and shall be deemed to be conveyed or encumbered with the said flat even though the same is not expressly mentioned.
- 12.** That the B Schedule property shall not be allowed to be so used as to cause any inconvenience to the other flat/flat Owners and to the occupiers of the adjoining or neighboring premises nor to allow them to be used for any unhygienic, unlawful or immoral purpose or subversive to the Government, established by law in India.

13. That the PURCHASER agree/s to be a member of the Association of the flat owners for the administration and maintenance of the common areas and facilities at the said building and further agree/s to sign and execute all papers, documents and applications, by-laws, rules and regulations.
14. That the PURCHASER or their, executors, administrators, representative and assigns will be abide by the rules, regulations and by-laws of the Society to be formed by the flat/Flat/Unit Owners of “Shri Krishna Apartment”.
15. That this Deed of Sale and the terms and conditions agreed hereof by both the parties will be binding upon both the parties with their successors, legal heirs, executors, and administrators whatsoever.

THE “A” SCHEDULE ABOVE REFERRED TO

(Description of said land & building)

ALL THAT piece and parcel of land under PS. Burdwan & Dist. Purba Bardhaman, Mouza Balidanga, J.L. No. 35, C.S. Plot No 1057, R.S. Plot No 1057/2413, L.R. Khatian No. 11091, L.R. Plot no 2616, area 4320 Sq. Ft., Classification Bastu, under ward no 13 of Burdwan Municipality. For the free egress & ingress there is 34 wide unnamed municipal road towards the southern side of the schedule property.

Butted & bounded by:

ON THE NORTH : Land of C.S. Plot No 1057

ON THE SOUTH: 34 ft wide Municipal Road

ON THE EAST: House of Narayan Das & Ors.

ON THE WEST: House of Jadav Gain & Ors.

THE “B” SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

All that piece and parcel of a self-contained **Unit/Flat** constructed over A Schedule property independent, specifically demarcated **Flat** being no on the**Floor** of the G+IV storied residential building having **Carpet Area****Sq.ft**(.....)and **Super Built up Area****Sq.ft**, with tiles flooring and **One Covered Parking in the Ground Floor** having area **120 (One Hundred Twenty) sq.ft.** with cemented flooring together with all the fittings, fixtures& right of easement attached thereto and with undivided proportionate impartible share over the said complex in relation to the area of the complex, together with the right of enjoyment of the common areas, facilities and amenities annexed thereto. Be it further mentioned here that One Sheet of Sketch map, annexed herewith has been prepared by showing the location, position, area of B Schedule Flat and the same will be treated as part and parcel of this Deed of Sale.

THE "C" SCHEDULE ABOVE REFERRED TO

(Common Areas/Portions)

1. Entrance and exits to the said premises and the said building.
2. Boundary walls and main gate of the said premises.
3. Roof Top of the said building,
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any flat/unit and/or exclusively for its use),
5. Space underneath the stairs of the ground floor where meters are installed, electrical wiring and other fittings, (excluding only those as are installed within the exclusive area of any flat and/or exclusively for its use.
6. Stair, Staircase and staircase landings, lift, lobbies on all the floors, entrance lobby.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are exclusively within and for the use of any unit) in the said Building.
8. Such other common parts, areas, equipment, installations, fittings, fixtures and space in or about the said premises and the said building

as are necessary for passage and user of the flats/units in common by the co-owners.

THE "D" SCHEDULE ABOVE REFERRED TO

(Easement)

The PURCHASERS 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.

THE "E" SCHEDULE ABOVE REFERRED TO

(Common 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 B schedule flat and the same shall be heritable and transferable as other immovable properties.

2. MUTATION. TAXES AND IMPOSITIONS:

- 2.1. The purchaser 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 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 PURCHASERS shall bear and pay the proportionate share of the rates and taxes.
- 2.2. Upon the mutation of the said unit in the name/s of the purchaser for the purpose of assessment of liability of any tax or imposition, the purchaser shall pay wholly such tax or imposition, in respect of the said Flat proportionately in respect of the common portions if any.

3. MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:

- 3.1. Upon the purchaser fulfilling her/his/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 Owners and/or the Developer Firm in that respect.
- 3.2. The purchaser shall not, in any manner, interfere or raise objection whatsoever in or with the functions of the Owner and/or the Developer Firm and/or the Association relating to the common purpose.
- 3.3. The Developer Firm upon the formation of the Association shall frame such rules, regulations and bye-laws as the Association may consider reasonable but not inconsistent with the provision herein and the purchaser shall abide by the same.

4. ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENTFEES ETC:

The purchaser shall, at her/his/their own costs, wholly in case it relates to the said flat/unit or any part thereof and proportionately in case it relates to entire building and/or the common portions, make all alterations and/or additions after taking due permission from the competent authority as be required to be made by any statutory bodies from the date of delivery of the B Schedule property 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 from the date of delivery.

THE "F" SCHEDULE ABOVE REFERRED TO

(Restrictions)

After getting possession in the B schedule Flat, the PURCHASER shall, at her/his/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 neat & clean condition 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 Owner and/or Developer Firm or the Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever.
- c) THE PURCHASER SHALL NOT DO THE FOLLOWINGS: -
 - 1. Obstruct the Owner and/or Developer Firm and/or the association in their acts, relating to the common purposes.
 - 2. Violate any of the rules and/or regulations laid down for the common purposes and for the user of the common portions.

3. Injure, harm or damage the common portions or any other Flats/Units/Car Parking Space in the said building by making any alterations or withdrawing any support or otherwise.
4. Alter any portion be it interior or exterior of the said building.
5. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish in the common portions save & except at the places indicated therefore.
6. Place or cause to be placed any article or object in the common portions.
7. Carry on or cause to be carried on any obnoxious or injurious activity in or through the said flat or the common portions.
8. 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.
9. Keep or store any offensive, illegal, combustible, obnoxious, hazardous or dangerous articles in the said unit.
10. Keep any heavy articles or things, which are likely to damage the floors or operate any machine save & except usual home appliances.
11. Change the colour, design & construction of exterior of the building without taking any decision of the committee to be formed by the flat owners of the complex.

12. Purchaser will not be liable to raise any objection in connection in connection to the construction, facilities, amenities, specification & common areas of the building from the date of execution of this Deed of Sale.

THE "G" SCHEDULE ABOVE REFERRED TO

(Common expenses)

The PURCHASER shall regularly and punctually pay proportionate share of the common expenses as more fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, repainting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external construction of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.
- c) All charges & deposits for-supplies of common utilities to the co-owners;
- d) Municipal Tax, Water Tax, Khajna and other levies in respect of said premises and the said Building save those separately assessed on the Purchaser.
- e) Costs of formation and operating the Association;

- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the energy consumed for the operation of common services and for the common area.
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the Purchasers in common.

IN WITNESS WHEREOF both the parties do hereby set and subscribe their respective fingerprints, signed sealed and delivered on this day above written.

WITNESSES :

1.

Signature of the DEVELOPER

2.

Signature of the PURCHASER

Drafted by me as per the documents supplied by both the parties before me & computerized typed by me in my office

GADADHAR MUKHERJEE

Advocate

Dist. Judge's Court, Burdwan

Enrolment No.