

**DEED OF SALE**

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

**BETWEEN**

- 1) **MR. JAGBANDHU PAL**, S/o Late Haridas Pal, by caste Hindu, by Nationality Indian, by Occupation Business, resident of Q No TE/56, Tenughat No 1, P.O. Tenughat, P.S. Peterwar, Dist Bokaro, Jharkhand, PIN-829123, **PAN: AWBPP0082A**
- 2) **MRS. SANDHYA PAUL**, w/o Late Ranjoy Paul, by caste Hindu, by Nationality Indian, by Occupation Housewife, resident of Q No TE/56, E Type, Tenughat No 1, P.O. Tenughat, P.S. Peterwar, Dist Bokaro, Jharkhand, PIN-829123, **PAN: BSPPP8158L**
- 3) **MR. PRASHANT PAL**, S/o Late Ranjoy Paul, by caste Hindu, by Nationality Indian, by Occupation Professional, resident of Q No TE/56, Tenughat No 1, P.O. Tenughat, P.S. Peterwar, Dist Bokaro, Jharkhand, PIN-829123, **PAN: AZMPP1426E**
- 4) **MR. JAYANT PAL**, S/o Late Ranjoy Paul, by caste Hindu, by Nationality Indian, by Occupation Government Service, resident of Flat No C, House No 14, Prafulla Nagar, P.O. & P.S. Belgharia, Dist North 24-Parganas, PIN-700056, **PAN: BRBPP8998K**

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) of the FIRST PART.

**Represented by their registered power of Attorney Holder  
(vide Development Agreement & Power of Attorney being Deed  
No. 293 for the year 2021 of A.D.S.R. Burdwan)**

**SHRI KRISHNA TOWER**, a Partnership Firm having its registered office at Indrakanan, P.O. Sripally, Town & P.S. Burdwan, Dist. Purba Bardhaman– 713103, **PAN: ADZFS4442C**, represented by its partners, namely:

- 1. MR. CHANDRA SHEKHAR PRASAD CHOURASIA**, S/o Late Jagdish Prasad Chourasia, by caste Hindu, by Nationality Indian, by Occupation business, resident of Natun Para, Chowrangee Club P.O. Sripally, Town & Burdwan, Purba Bardhaman – 713103, **PAN: ABAPC8076F**
- 2. MR. DIBYADYUTI NAYEK**, S/O Swarna Kamal Nayak, by caste Hindu, by Nationality Indian, by Occupation business, resident of Indrakanan, P.O. Sripally, Town & P.S. Burdwan, Dist. Purba Bardhaman– 713103, **PAN: AFAPN8385G**
- 3. MR. TAPAN CHAKRABARTY**, S/O Kumar Krishna Chakrabarty, by caste Hindu, by Nationality Indian, by Occupation business, resident of RakhalPirtala, Uttara Pally, P.O. Sripally, Town & P.S. Burdwan, Dist. Purba Bardhaman– 713103, **PAN: ATEPC7691Q**

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**

....., Son/Wife of ....., by caste ....., by  
Nationality Indian, by Occupation ....., resident of  
..... P.O. - ....., 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 SECOND PART.

**WHEREAS** the property described in the "A" Schedule below was originally owned by Nepal Chandra Deb & Dipal Kumar Deb, and they have accrued good right, title interest & possession over the schedule plot by purchasing the same through multiple Deed of Sale and recording their names in the R.S.R.O.R. of the scheduled plot in respect of their shares in the scheduled plot. During their ownership and possession said Nepal Chandra Deb & Dipal Kumar Deb transferred the scheduled property specifically & demarcatedly in favour of Jagbandhu Pal i.e, the OWNER no 1, Ranjoy Paul, i.e, the predecessor of the OWNER no 2-4, & Umasankar Pal by virtue of a registered Deed of Sale, executed & registered on 05/08/1991 at the Office of A.D.S.R., Burdwan, recorded in Book No I, Volume No 85 within the pages 213 to 218, being Deed no 4677 and in this way said Jagbandhu Pal, Ranjoy Paul & Umasankar Pal jointly became the owner & possessor of the scheduled property and each having undivided 1/3<sup>rd</sup> share in the scheduled property.

**AND WHEREAS** said Umasankar Pal, being the owner of his 1/3<sup>rd</sup> share in the scheduled property transferred his undivided 1/3<sup>rd</sup> share in the scheduled property in favour of Sujata Pal by virtue of a registered Deed of Gift, executed & registered on 14/01/2008 at the Office of A.D.S.R., Burdwan, being Deed no 750 and in this way said Sujata Pal became the owner & possessor of the 1/3<sup>rd</sup> share in the scheduled property.

**AND WHEREAS** said Sujata Pal, being the owner of her 1/3<sup>rd</sup> share in the scheduled property transferred her undivided 1/3<sup>rd</sup> share in the scheduled property in favour of Jagbandhu Pal i.e, the OWNER no 1 by virtue of a registered Deed of Gift, executed & registered on 29/09/2016 at the Office of A.D.S.R., Burdwan, recorded in Book No I, Volume No 0203 within the pages 127346 to 127357, being Deed no 7640, and in this way said Jagbandhu Pal became the owner & possessor of the 2/3<sup>rd</sup> share in the scheduled property.

**AND WHEREAS** after the demise of said Ranjoy Paul, his undivided 1/3<sup>rd</sup> share in the "**A**" Schedule property totally devolved upon his widow Sandhya Paul, i.e, OWNER No 2 & two sons namely Prashant Pal & Jayant Pal, i.e, the OWNER no 3 & 4, and in this way OWNER no 2-4 jointly became the owner & possessor of the 1/3<sup>rd</sup> share in the scheduled property. Thereafter the names of the OWNER are

recorded in the L.R.R.O.R. under Khatian no 3774, 4341, 4340 & 4339 respectively in respect of their shares in the **"A"** Schedule property and in this way the OWNER have accrued a good and absolute right, title, interest over the **"A"** schedule property by mutating their names in the L.R.R.O.R. and by possessing the same adversely for more than twelve years from the time of its predecessor without any connection and concern to others and the **"A"** schedule property is now free from all encumbrances, charges liens whatsoever.

**AND WHEREAS** the OWNER are previously decided to build their own residential house but all of them have separate accommodation in different area outside of West Bengal and for that reason now they are not willing to build their residential house over the **"A"** schedule property, but as the **"A"** schedule property is locating within residential area as a result there will 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 is engaged in civil construction and development of immovable properties and being informed from 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 is 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 written herein under 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 embodied in this deed and it is 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 as written herein under.

**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. **293 for the year 2021** of A.D.S.R., Burdwan 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 Deed No. 293 for the year 2021 of A.D.S.R., Burdwan 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** after the execution of said Development Agreement & Power of Attorney, the Developer 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 .....**Floor and** ..... **Parking in the Ground Floor**, more specifically mentioned in Schedule B written herein in of the multistoried residential building namely "**Meera Apartment**" 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 PS. Burdwan & Dist. Purba Bardhaman, Mouza Kanainatshal, J.L. No. 76, R. S. Khatian No 11, L.R. Khatian No. 3774 (Three Thousand Seven Hundred Seventy Four), 4341 (Four Thousand Three Hundred Forty One), 4340 (Four

Thousand Four Hundred Forty) & 4339 (Four Thousand Three Hundred Thirty Nine), R.S. & L.R. Plot no 212/225, Classification Bastu, area 4185 Sq Ft or 05 Katha 13 Chatak under ward no 12 of Burdwan Municipality, over which G+IV storied residential building namely "**MEERA APARTMENT**" have constructed.

2. **OWNER** shall mean 1) **MR. JAGBANDHU PAL**, S/o Late Haridas Pal, by caste Hindu, by Nationality Indian, by Occupation Business, resident of Q No TE/56, Tenughat No 1, P.O. Tenughat, P.S. Peterwar, Dist Bokaro, Jharkhand, PIN-829123, **PAN: AWBPP0082A**, 2) **MRS. SANDHYA PAUL**, w/o Late Ranjoy Paul, by caste Hindu, by Nationality Indian, by Occupation Housewife, resident of Q No TE/56, E Type, Tenughat No 1, P.O. Tenughat, P.S. Peterwar, Dist Bokaro, Jharkhand, PIN-829123, **PAN: BSPPP8158L**, 3) **MR. PRASHANT PAL**, S/o Late Ranjoy Paul, by caste Hindu, by Nationality Indian, by Occupation Professional, resident of Q No TE/56, Tenughat No 1, P.O. Tenughat, P.S. Peterwar, Dist Bokaro, Jharkhand, PIN-829123, **PAN: AZMPP1426E**, 4) **MR. JAYANT PAL**, S/o Late Ranjoy Paul, by caste Hindu, by Nationality Indian, by Occupation Government Service, resident of Flat No C, House No 14, Prafulla Nagar, P.O. & P.S. Belgharia, Dist North 24-Parganas, PIN-700056, **PAN: BRBPP8998K**. (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).

3. **DEVELOPER** shall mean **SHRI KRISHNA TOWER**, a Partnership Firm having its registered office at Indrakanan, P.O. Sripally, Town & P.S. Burdwan, Dist. Purba Bardhaman– 713103, **PAN: ADZFS4442C**, represented by its partners, namely: 1) **MR. CHANDRA SHEKHAR PRASAD CHOURASIA**, S/o Late Jagdish Prasad Chourasia, by caste Hindu, by Nationality Indian, by Occupation business, resident of Natun Para, Chowrangee Club P.O. Sripally, Town & Burdwan, Purba Bardhaman – 713103, **PAN: ABAPC8076F**, 2) **MR. DIBYADYUTI NAYEK**, S/O Swarna Kamal Nayak, by caste Hindu, by Nationality Indian, by Occupation business, resident of Indrakanan, P.O. Sripally, Town & P.S. Burdwan, Dist. Purba Bardhaman– 713103, **PAN: AFAPN8385G**, 3) **MR. TAPAN CHAKRABARTY**, S/O Kumar Krishna Chakrabarty, by caste Hindu, by Nationality Indian, by Occupation business, resident of Rakhali Pirtala, Uttara Pally, P.O. Sripally, Town & P.S. Burdwan, Dist. Purba Bardhaman– 713103, **PAN: ATEPC7691Q** (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).

**PURCHASER** shall mean ....., Son/Wife of ....., by caste ....., by Nationality Indian, by Occupation .....

....., resident of ..... P.O. - ....., 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).

4. **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 “**Meera Apartment**”.
5. **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.
6. **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.

7. **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.
8. **SAID FLAT**: shall mean the Flat being no .....on the .....  
**Floor** of the G+IV storied residential building in the name & style of **MEERA APARTMENT**, 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.
9. **SALEABLE SPACE**: shall mean the space in the building available for independent use and occupation after making due provisions for common facilities.
10. **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.
11. **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.

- 12. 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.
- 13. 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).
- 14. 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.
- 15. 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.

16. **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.
17. **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.
18. **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** ..... **Covered Parking in the Ground Floor** of the G+IV storied residential building in the name & style as **MEERA APARTMENT** 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**  
..... **Lakh 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 Scheduleproperty, 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 OWNERor 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 **MEERA APARTMENT** 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/UnitOwners 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 Kanainatshal, J.L. No. 76, R. S. Khatian No 11, L.R. Khatian No. 3774 (Three Thousand Seven Hundred Seventy Four), 4341 (Four Thousand Three Hundred Forty One), 4340 (Four Thousand Four Hundred Forty) & 4339 (Four Thousand Three

Hundred Thirty Nine), R.S. & L.R. Plot no 212/225, Classification Bastu, area 4185 Sq Ft or 05 Katha 13 Chatak, Classification Bastu, under ward no 12, of Burdwan Municipality, over which G+IV storied residential building have constructed.

Butted & bounded by:

ON THE NORTH : Land of Chittaranjan Sarkar.

ON THE SOUTH: 40 ft wide D.V.C. Road.

ON THE EAST: Land of Nikhil Mondal.

ON THE WEST: House of Prodip Deb & Ors.

### **THE “B” SCHEDULE ABOVE REFERRED TO**

(Description of the said Flat & Parking)

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 ..... **Covered Parking in the Ground Floor** having area ..... (.....) **sq.ft.** with cemented flooring together with all the fittings, fixtures& right of easementattached 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.

2.

1.

2.

3.

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

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Advocate  
Dist. Judge's Court, Purba Bardhaman  
Enrolment No. ....

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**Signature of the DEVELOPER**

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**Signature of the PURCHASER**