

**DEED OF CONVEYANCE**

**Under Guskara Municipality, P.S. Ausgram, District Purba Bardhaman,  
Mouza Guskara, Multi Storied Building of G+III STD at  
"GREENVIEW APARTMENT"**

**Carpet area of ..... Sq.ft with ..... flooring,**

**Flat No. .... on the ..... Floor**

**Market Value assessed by Government Rs. 00,00,000/-**

**THIS INDENTURE OF SALE MADE ON THIS THE 00TH DAY OF .....  
IN ENGLISH YEAR 20.....**

**BETWEEN**

**MR. AMIT PODDAR, PAN - ANUPP9819M**, son of Rajendra Poddar, Indian by Nationality, Hindu by Religion, Business by Occupation, resident of 7 Hriday Sarkar Lane , Parapukur, P.O and P.S. Burdwan Sadar, District - Purba Bardhaman, Pin - 713101, hereinafter referred to as the "**LAND OWNER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) **of the FIRST PART ;**

**AND**

....., **PAN - .....**, son of ....., Indian by Nationality, Hindu by Religion, ..... by Occupation, resident of ....., hereinafter called to as the "**PURCHASER/S**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators' legal representatives and assigns) **of the SECOND PART;**

**AND**

**PODDAR REALTORS PVT. LTD., CIN No. U70109WB2011PTC169550, PAN-AAGCP2937G** a company Registered under the Companies Act, 1956

having its Registered office at 1No. Parcus Road, P.O and P.S Burdwan, District - Purba Bardhaman, Pin 713101, represented by its present directors namely (1) Mr. Amit Poddar, PAN - ANUPP9819M, son of Rajendra Poddar and (2) Mr. Atul Poddar, PAN-AKCPP4765H, son of Rajendra Poddar, both are Indian by Nationality, Hindu by Religion, Business by Occupation, resident of 7 Hriday Sarkar Lane , Parapukur, P.O and P.S. Burdwan Sadar, District - Purba Bardhaman, Pin - 713101, hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context shall mean and include his/ her/ their/ its respective heirs, executors, administrators, legal representatives and assigns) **of the THIRD PART.**

**THIS DEED WITNESSETH AS FOLLOWS:-**

**WHEREAS** the parties of the **FIRST PART** herein are the absolute owners and possessor of **ALL THAT** the piece and parcel of land situated at Mouza - Guskara, J.L No. 110, appertaining to R.S and L.R Plot No. 3839, corresponding to Previous L.R Khatian No. 1220 (Nepal Chandra Roy) and 13175 (Tapan Kumar Roy), Present L.R Khatian No. 13751 (Amit Poddar), classification as Bastu, measuring an area 0.31 acres, Project measuring an area 12259 Sqft. within Ward No. 06, Mahalla - Gokul Sundari Primary School Road, Holding No. 29/A, under Guskara Municipality, P.O Guskara, P.S. Ausgram & District - Purba Bardhaman, along with a 16 feet wide Municipal Metal Road, situated on the Eastern side, are the newly constructed development area and the present L.R. Record of rights still in the name of the present Land owners and upto date Govt. rent and Municipality taxes or other taxes have been paid by him and the piece and parcel of the above mentioned Bastu land which is more fully and particularly described in the First Schedule herein below.

**AND WHEREAS** as per recital of the deeds that the First schedule mentioned property situated at Mouza Guskara, J.L. No. 110, appertaining to R.S and L.R Plot No. 3839, classification as Bastu, measuring an area 0.31 acres was

belonged to One Shashanka Sekhar Majhi son of Late Haricharan Majhi, he became the actual owner and possessor of the schedule mentioned property continuously for over 12 years adversely by way of adverse possession, and thereafter said Shashanka Sekhar Majhi son of Late Haricharan Majhi, acquired a better and independent right, title, interest and peacefully possessed over the same and thereafter his name was duly been recorded in the concerned R.S record of rights and the Govt. taxes and others taxes were paid by him and thereafter he had exercised his respective rights of ownership openly and to the knowledge of all concern without any claim, question or demand being raised by anybody.

**AND WHEREAS** said Shashanka Sekhar Majhi son of Late Haricharan Majhi, while he owning and possessing the schedule mentioned property with easementary right and discharging his liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and ultimately he transferred the schedule mentioned property along with easementary right in favour of Nepal Chandra Roy and Gopal Gobinda Roy both sons of Amar Nath Roy, by virtue of registered deed of Sale vide Deed No. 3012 dated 22/04/1963, which was registered in the office of Guskara Sub Registrar, and thereafter they jointly became the owners and possessors of the schedule mentioned property and they jointly acquired a better and independent title and peacefully possessed over the schedule mentioned and ultimately their names were recorded in the concerned L.R record of rights vide L.R Khatian No. 1220 (Nepal Chandra Roy) and 643 (Gopal Gobinda Roy) and the Govt. taxes and others taxes was paid by them, and thereafter they had exercised their respective rights of ownership openly and to the knowledge of all concern without any claim, question or demand being raised by anybody.

**AND WHEREAS** said Gopal Gobinda Roy son of Amar Nath Roy while he owning and possessing his portion of share in the above mentioned undivided property i.e. Mouza Guskara, J.L. No. 110, appertaining to R.S and L.R Plot No. 3839, measuring an area undivided 0.155 acres with easementary right and

discharging his liabilities to the knowledge of total exclusion of all others acquired a better and independent title and unfortunately he died intestate and leaving behind his wife namely Smt. Renuka Roy and two sons namely Apurba Kumar Roy and Tapan Kumar Roy as his only legal heirs and representatives who have jointly stepped into the shoes of the estate as left by their predecessor in interest namely Gopal Gobinda Roy under the principle of Hindu Succession Act 1956, and thereafter the legal heirs of said Gopal Gobinda Roy were recorded their names in the concerned record of rights, and Govt taxes and other taxes or Municipality Taxes were paid by them and thereafter they acquired a better and independent title and peacefully possessed over the same by way of inheritance and they had also exercise their respective rights of ownership openly and to the knowledge of all concern without any claim question or demand being raised by anybody.

**AND WHEREAS** said Apurba Kumar Roy son of Gopal Gobinda Roy and Smt. Renuka Roy wife of Gopal Gobinda Roy, became the absolute owners and possessors 2/3rd share, of the predecessor in interest namely Gopal Gobinda Roy in respect of the above mentioned property of Mouza Guskara, J.L. No. 110, appertaining to R.S and L.R Plot No. 3839 and they jointly exercised their respective rights 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 thereafter they jointly had exercise their respective 2/3rd rights of ownership in respect of the same and ultimately they jointly transferred their 2/3rd share of the above mentioned property by way of gift in favour of their brother and son respectively namely Tapan Kumar Roy son of Gopal Gobinda Roy, by virtue of registered deed of Gift, vide Gift Deed No. 2629 dated 08/09/2021, registered in Book No. I, Volume No. 0209-2021, Pages from 42743 to 42758 for the year 2021 which was registered in the office of the Addl. District Sub Registrar, Guskara, Purba Bardhaman.

And as such said Tapan Kumar Roy son of Gopal Gobinda Roy, have acquired the above mentioned of Mouza Guskara, J.L. No. 110, appertaining to R.S

and L.R Plot No. 3839, measuring an area 0.155 acres immovable property by way of gift from his brother and mother and by way of inheritance and peacefully possessed the same.

**AND WHEREAS** said Nepal Chandra Roy son of Amar Nath Roy and Tapan Kumar Roy son of Gopal Gobinda Roy, are the rightful owners and possessors of the above mentioned as well as schedule mentioned property by way of above mentioned sale deed , Gift Deed and by way of inheritance and being absolutely seized and possessed the above mentioned as well as schedule property by mutating their names in the L.R.R.O.R vide L.R. Khatian No. 1220 (Nepal Chandra Roy) and 13175 (Tapan Kumar Roy), under L.R. Plot No. 3839, classification as Bastu, measuring an area 0.31 acres and peacefully possessed the same and thereafter they jointly acquired a better and independent title and exercised their respective rights of ownership openly and to the knowledge of all concern without any claim question or demand being raised by anybody.

**AND WHEREAS** thereafter while said Nepal Chandra Roy son of Amar Nath Roy and Tapan Kumar Roy son of Gopal Gobinda Roy are jointly owning and possessing the schedule mentioned property of Mouza - Guskara, J.L. No. 110, appertaining to R.S and L.R Plot No. 3839, L.R. Khatian No. 1220 (Nepal Chandra Roy ) and 13175 (Tapan Kumar Roy), classification as Bastu, measuring an area 0.31 acres and discharging their joint liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and ultimately they jointly transferred the above mentioned property in favour of Amit Poddar son of Rajendra Poddar, resident of 7 Hriday Sarkar Lane , Parapukur, P.O and P.S. Burdwan Sadar, District - Purba Bardhaman, Pin - 713101 by virtue of registered Sale Deed being deed no. 0408 dated 24/01/2023, registered in Book No.1, Volume Number 0201-2023, Page from 9018 to 9034, being No. 020100408 for the year 2023, which was registered in the Office of DSR-I, Burdwan and thereafter said Amit Poddar son of Rajendra Poddar has acquired a better and independent title and peacefully possessed over the schedule mentioned, and ultimately his name was

duly been recorded in the concerned L.R record of rights, vide L.R Khatian No. 13751 (Amit Poddar), and the Govt. taxes, Municipality Taxes to the Guskara Municipality and others taxes was paid by the present land owner, herein after PARTY TO THE FIRST PART on his respective portion of share of land and thereafter he exercised his respective rights of ownership openly and to the knowledge of all concern without any claim, question or demand being raised by anybody and the said land owner peacefully possessed the same over the schedule mentioned property which is free from all encumbrances.

**AND WHEREAS** the owner, i.e. the party to the First Part is now in absolute Khas Possession over the schedule mentioned landed property hereunder by exercising their right, title and interest by paying land Revenue to the Govt. of West Bengal and Municipal Taxes to the Guskara Municipality. And while he is exercising his rights of ownership in respect of the said property without any let hindrance claim question or demand being raised by anybody in this behalf and that the said property is totally free from all encumbrances and is not subject to any change lien lis pendency attachment Life, interest, Trust, Debuttar, Wakf, requisition, acquisition, scheme or alignment whatsoever and the Vendor has good right, full power and absolute authority and the said owner/vendor is desirous of construction of a multi-storied residential building containing several self-contained flats, units/shops and car parking spaces etc. over the schedule mentioned property and to proceed with such a project but due to inexperience and inadequate fund, he is unable to proceed with such a project.

**AND WHEREAS** the said land owner is lacking of a well-equipped organization to take up the project and to start and complete the proposed construction and by taking all sorts of steps for developing the said property by providing funds from his own sources.

**AND WHEREAS** the owner is in need of a firm/Company/person who would take up the project and complete the multi-storied residential building containing several self-contained flats, and car parking spaces etc. over the

schedule mentioned property by taking all sorts of steps for development of the said property for completing the proposed flat buildings by providing funds of their own sources.

**AND WHEREAS** the said Company (developers) are engaged in civil construction and development of immovable properties of the owner and the owner approached the said Company (developers) to take up the said project and complete the same of its own funds and the said Company namely "**PODDAR REALTORS PVT. LTD.**", a company Registered under the Companies Act, 1956 having its Registered office at 1No. Parcus Road, P.O and P.S Burdwan, District - Purba Bardhaman, Pin 713101, represented by its present directors namely (1) Mr. Amit Poddar, son of Rajendra Poddar and (2) Mr. Atul Poddar, son of Rajendra Poddar, both are resident of 7 Hriday Sarkar Lane , Parapukur, P.O and P.S. Burdwan Sadar, District - Purba Bardhaman, Pin - 713101, are the Developers and the said Vendor/Owner was desirous to constructing of several flats, and car parking spaces on the particularly demarcated portion of the schedule mentioned property for Development of the multistoried Residential flat buildings and the said Developers have now agreed to take up the project for development.

**AND WHEREAS** said owner as well as the developers after due discussion over the modus operandi and terms and conditions have entered into a Registered Development Agreement, vide deed No. 1696 dated 29/02/2024, recorded in Book No. I, Volume Number 0201-2024, pages from 36311 to 36381, being No. 020101696 for the year 2024 which was regd. in the office of the DSR-I, Burdwan and as per terms and conditions of this Development Agreement and for further specification in respect of allocation share and alteration of building paln, both land owners and developers made a Supplementary Agreement, vide deed No. 7203 dated 16/09/2025, registered in Book -I, Volume No. 0201-2025, page from 188857 to 188891, being No. 020107203 for the year 2025, which was registered in the office of DSR-I, Burdwan and the developer got the full right to transfer the flats,

units/shops and the Car parking space situated over the schedule mentioned landed property as per their respective allocation.

**AND WHEREAS** said land owner, i.e. the party to the First Part, is now desirous of developing the aforesaid as well as demarcated portion of the Schedule mentioned property out of his total landed property as mentioned in sanction plan, by constructing a multi-storied residential building containing several self-contained flats or Apartments, and open car parking spaces, over the schedule mentioned property in accordance with the building plan sanctioned by the Guskara Municipality vide Building Permit number SWS-OBPAS/1203/2023/0236 dated 18/12/2023. Project category -Prop. G + III STD multi storied Flat Building to the Holding No. 29/A, at Mahalla - Gokul Sundari Primary School, Ward No. 06, Guskara consisting self contained flats, and Car Parking Space under the name and style "GREENVIEW APARTMENT" which intended to sell out as on ownership basis with the developers.

But again on the representation of the LAND OWNER, the Developer herein have further obtained sanction of building plan from the Guskara Municipality over the existing sanctioned building plan for Proposed G+III storied project building for addition and alteration and modification of the project building vide new building Permit number SWS-OBPAS/1203/2023/0236/ALT/1 dated 07/04/2025 issued by the Guskara Municipality, P.S. Guskara & District - Purba Bardhaman.

**AND WHEREAS** the present Land Owner/Vendor herein, appoint, nominate and constitute a Company namely "**PODDAR REALTORS PVT. LTD.**", a company Registered under the Companies Act, 1956 having its Registered office at 1No. Parcus Road, P.O and P.S Burdwan, District - Purba Bardhaman, Pin 713101, represented by its present directors namely (1) Mr. Amit Poddar, son of Rajendra Poddar and (2) Mr. Atul Poddar, son of Rajendra Poddar, both are resident of 7 Hriday Sarkar Lane , Parapukur, P.O and P.S. Burdwan Sadar, District - Purba Bardhaman, Pin - 713101, the Developers herein of the

schedule mentioned Residential flat building to carry on the work of construction and development of proposed multi-storied residential building over the schedule property as per terms and condition of a Registered Development agreement dated 29/02/2024 as their attorney or agent with full power to develop proposed building and to sell/transfer the flats/units/car parking spaces and other units on ownership basis to the intending purchaser/purchasers by virtue of regd. deed of registered Development Power of Attorney vide deed no. 7580 dated 30/08/2024 , recorded in the Book 1, Volume No. 0201-2024, Page No: 175671 to 175701 , being no. 020107580 for the year 2024 which was registered in the office of D.S.R-I, Burdwan.

**AND WHEREAS** the Purchaser/s, namely ....., is/are decided to purchase residential Flat, from the Developer's/Owner's Allocation shares of the developer/Owner herein, being residential Flat No. .... on the ..... Floor, of the partly ground Plus three storied residential building, measuring Carpet Area of ..... Sqft. a little more or less consisting of bed rooms, dining cum kitchen, toilets, balcony of the partly ground Plus three storied residential building, under the name and style "**PODDAR REALTORS PVT. LTD.**", together with undivided proportionate share in land including at the premises fully described in First schedule hereunder together with the benefit of common areas, rights and facilities referred in the third Schedule herein under Guskara Municipality, Guskara and on that basis the purchaser/s herein i.e. party to the Second Part i.e. ...., approached the land owner i.e VENDOR as well as Developers and after being satisfied the Land Owner and the developers jointly agreed to sell the said flat and/or Car parking Space with undivided proportionate share in the said land mentioned in the First schedule and common benefits mentioned in the Third schedule hereto at or for a total consideration of Rs. ..../- (Rupees .....) only for the purpose of schedule mentioned flat and/or Car Parking Space.

**AND WHEREAS** the purchaser/s have collected all the copies of the title deeds and registered deed of Development agreement, Registered deed of power of attorney and other related documents of the land and building and confirms after having inspected and examined the title of the premises referred to in the First Schedule and fully satisfied with the marketable title of the land owner and the purchasers have also inspected the various agreements, herein before referred to and also the building plan duly sanctioned by the Guskara Municipality, Guskara and also satisfied and convinced with the right of the present Land Owner regarding the flat property together with proportionate share in land and agrees not to raise any objection thereto in future and accordingly entered into an agreement to purchase the said flat and/or Car Parking Space.

**AND WHEREAS** the said flat has since been completed and is in inhabitable condition and purchasers have paid the full contractual consideration amount of Rs. ....../- (Rupees ..... ) only by way of Cash/Cheques/Bank Pay order in different dates as mention in Memo of consideration, being the total sale proceed which includes the cost of the land share, cost of the flat to the Land owner/developers and have got delivery of possession of the flat to this satisfaction and have now request the Land Owner/ the Vendor/Developers to transfer the said flat in their favour by a registered deed of conveyance.

**AND WHEREAS** the Owner/Vendor or the Confirming Party being the developer(s) have not charged and/or mortgaged the concerned land and building or any part or portion thereof to any one and have neither done any acts, deeds, matters and things, nor have been a party to any such act, deeds, matters and things whereby and where under the right, title and interests of the Purchaser/s might get prejudicially affected any time.

**AND WHEREAS** the purchaser/s shall be a member of the Association or Organization of the owner to be formed after completion of sale of all the flats and other spaces and shall abide by the rules and regulations of the said Association and shall pay proportionate cost and maintenance charges to the said Association,

and after completion of sale of all the flats and other spaces, the flat owners will never blame, disputes or any allegation regarding the apartment to the developers/owner or the developers/owner never liable for any such consequences raised by the flat owners. Decision taken by the Association will be final regarding any disputes or any problems raised.

**AND WHEREAS** the purchaser/s shall also has the right of fixing Television DTH Antenna, Radio aerials, Broad Band Antenna on the top of roof and shall also have the right to enjoy jointly and severally along with the other co owners its open space so long as it remains such and fixing plug and supporting clumps in all portions of the said property or any other used on temporary basis only consideration of the owner/vendor but shall have no legal right on the top floor roof.

**AND WHEREAS** the purchaser/s shall not have any right, title, interest, claim or demand whatsoever or howsoever in respect of the other parts or portions of the said building (save and except the said flat and/or the Car Parking Space) agreed to be purchased and specified in Second Schedule but shall have right in common areas as referred in the third schedule.

**AND WHEREAS** the Land Owner has obtained sanction of building plan from the Guskara Municipality consisting contained flats, several car parking spaces and has taken up the construction of the building and in accordance with the sanctioned building plan.

**AND WHEREAS** the Land Owner along with the developers intend to sell and dispose of the residential flat together with undivided proportionate share in land in the newly constructed building thereon.

**NOW THIS INDENTURE WITNESSETH THAT** in pursuance of the above and in consideration of Rs. ....../- (Rupees ..... ) only paid by the purchaser/s to the Land owner/Developers which includes the cost of the proportionate share in land and as well as the cost of the flat and on consent

of the Vendor herein, the receipt where the Vendor hereunder admit and acknowledge as per memo and of and from the payment of the same forever release, discharge and acquit to the purchaser/s and the said undivided share of land at the premises referred to in the First Schedule herein and the said flat and/or Car Parking Space is referred to in the Second Schedule with rights in common areas and benefits attributable to the said flat and/or Car Parking Space and all appurtenances thereto and the Vendor doth hereby grant, sell, convey, transfer, assign and assure ALL THAT said flat and/or Car Parking Space together with undivided proportionate share in land attributable to the flat and/or Car parking Space fully described in the Second Schedule hereunder written together with all common rights and facilities attributable thereto referred to in Third Schedule in favour of the Purchaser/s and the land owner/Developers doth hereby concur and confirm the sale and hereunder release discharge and acquit and transfer the Purchaser/s all that the said flat and /or Car Parking Space together with common benefits fully described in the Schedule hereunder written in the newly constructed building lying and situate at the premises referred to in the First Schedule hereinafter and the Vendor/Developers and Purchaser/s doth hereby jointly grant, sell, convey, transfer, assign, and assure unto the Purchaser/s TO HAVE AND TO HOLD ALL THAT undivided proportionate share in land and the said flat and/or Car Parking Space and the reversion or reversions, remainder or remainders and the rents, issues and profits and all the estate, right, title, interest of the property, claim and demand whatsoever of the Vendor/Developers unto or upon the Purchaser/s and the said flat and Car Parking Space and all other benefits hereby granted, sold, conveyed, transferred assigned and assured or expressed so to be TOGETHER FURTHER WITH and subject to the Easements or Quasi-Easements and other stipulations and provisions in connections with the beneficial common use and enjoyment of the said flat and/or Car Parking Space and all other benefits and rights hereby granted sold, conveyed, transferred assigned and assured or expressly so AND ALSO SUBJECT to the Purchaser/s

paying and discharging all proportionate taxes, impositions and other common expenses, service Taxes/charges and maintenance charges relating to the premises referred to in the Fourth Schedule herein.

**THE OWNER CUM SELLER CUM VENDOR AND DEVELOPERS/CONFIRMING PARTY i.e., THE PARTY TO THE FIRST AND THIRD PART DO TH HEREBY CONVENANT WITH THE PURCHASERS CUM VENDEES i.e., THE PARTY TO THE SECOND PART as follows:-**

1. That the interest which the Vendor profess to transfer subsist and he has respective right, absolute authority and full power to grant, convey, transfer and assure the undivided impartibly share in land and the said flat and/or Car Parking Space including common areas and facilities and amenities respectively.
2. The Purchaser/s shall have absolute and unfettered proprietary right to the said flat/Car Parking Space as such as of the Vendors derive from their respective right, title and interest save and except demolishing and committing wastage in respect of the property.
3. The Purchaser/s shall have the right of execution, maintenance, repairing, replacing, painting of the doors, windows inside decoration of the said flat provided any such act, does not cause obstruction or nuisance or permanent obstruction to the other flat owners.
4. The Purchaser/s being absolute owners 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.
5. The Purchaser/s being the absolute owner/s of the schedule mentioned property if any shall have every right to sell, or any type of transfer if required to the third party but the Purchaser/s neither transfer nor Let out the schedule mentioned Flat or Car Parking Space separately to the individual owners/ Third Party.

6. The purchaser/s can only use the ultimate top floor roof with a rights and facilities of common area and benefits. Furthermore neither vendor nor any purchaser/s have blocked or cover the ground floor of the premises any time nor that should be used as common to all flat owners.
7. The unsold saleable space on the ground floor, car parking and top roof of the building shall remain property of the Land owners and the developers but the purchaser/s can only use the ultimate top floor roof till the further construction by the Land owner and the developers if any. The Land owner shall have full and exclusive right, title and interest of the top floor roof with right to erect further structure thereon with the same developers and to deal with shall have full right and authority to sell out the newly constructed building on the ultimate top roof with all rights and facilities of common area and benefits now being enjoyed by the Land owner and other units holder as the Land owner think fit and proper and the said spaces on the ground floor and top roof shall not be treated as common portion of the building.
8. As per terms and conditions laid in between the land owners and developers, till the end of further construction if any sanctioned by the Guskara Municipality of the multi storied building, or till the getting permission for installation of the lift from the appropriate authority, lift facility and other facilities agreed by the developers will be suspended till completion of the building.

**THE PURCHASERS CUM VENDEES i.e., THE PARTY TO THE SECOND PART DO TH HERE BY COVENANT AND AGREE WITH THE OWNERS CUM SELLERS CUM VENDORS THROUGH THEIR REPRESENTATIVE ATTORNEY AND DEVELOPER/CONFIRMING PARTY i.e., THE PARTY TO THE FIRST AND THIRD PART as following :-**

1. The Purchaser/s neither have nor shall claim from the Vendor any right, title and interest and possession in any other part or portion of the building save and except the schedule mentioned property hereunder conveyed but shall have common rights and facilities and benefits provided only in third Schedule hereunder written.
2. The Purchaser/s shall not at any time claim partition of the undivided proportionate share in the land or the common portion and common areas and facilities.
3. The common passages and areas are used by the purchaser/s and the vendor jointly and no one claim the passages as personal property, and the purchaser/s only can use the Passages to egress and ingress over the flat property and no one used the said passage for the purpose of parking.
4. The Purchaser/s shall use the flat for residential purpose. The Purchaser/s shall regularly and punctually pay the proportionate share of common expenses from the date of delivery of possession of the schedule mentioned property.
5. The purchaser/s can peacefully use the demarcated/marked open car parking space if allotted to him/them.
6. The Purchaser/s shall be liable to pay proportionately all common charges, common electricity, other levies and outgoing maintenance charges and repairs of common portions, passage and repairs and painting of the outer walls of the building, and other expenses necessary for the said building from the date of delivery of possession of the flat.
7. The Purchaser/s shall get the flat mutated in the records of the B.L.& L.R.O. , Ausgram-I, Guskara, Purba Bardhaman and Guskara Municipality and/or other authorities and shall pay all taxes and impositions separately along with the proportionate common expenses and water charges etc.to be levied thereon from the date of delivery of possession.

8. The purchaser/s along with other owners of all other portions of the Building shall form a service organization for management and maintenance of the building and shall abide by the rules and regulation and bye laws of the said Association or Organization as the case may be.
9. The Purchaser/s shall not independently decorate the exterior of the said building and shall not make any structural additions or improvement in the said flat as well as in the said building and shall not disturb or attach or break the constructions of the said building nor shall do any act whereby the construction and/or safety and stability of the said building may be prejudiced and/or effected. The Purchaser/s along with other owners and occupiers shall keep the said building and common areas and facilities and common installations in good repairable condition.
10. The Purchaser/s shall not keep or throw, dirt, rubbish rags refuse or other articles in the stairs or in common passage in the said buildings and shall not block the common passage in any manner whatsoever.
11. The purchaser/s shall not store any inflammable, combustible explosive or offensive and hazardous articles in the flat or elsewhere surrounding the flat building complex.
12. The Purchaser/s has taken inspection of the flat and found it is in good habitable condition and order and has got no dispute thereof and accepted possession of the said flat.
13. That the Purchaser/s shall not put or affix any signboard, nameplate or other similar articles in any of the common parts or the common portions or outside the walls of the buildings without the consent of the majority of the flat owners but the said purchaser/s may put / affix, his/her/their nameplates on the door of his/her/their respective flats without taking the consent of others.

14. That the Purchaser/s shall have undivided right and interests in the land underneath the building in which the demised flat is situated which shall remain in joint for all time with the other co owners who may hereafter or hereto before have acquire title and interests in the land and in any flat in the building. It is hereby further declare that the interests in the said land are impartible.
15. That the purchaser/s shall have every right to ingress and egress from the main gate to the ground floor stair cases without any obstruction from anywhere.
16. The Purchaser/s shall apply jointly with the owner of the other flats of the said building to the appropriate authority to form an Association under the Provisions of the West Bengal Apartment Ownership Act, 1972, for due upkeep and maintenance of the external portion of the building complex including the rainwater pipes, sewerage, electrical wiring, cleaning and lighting of common passage stair case with landings and of all common amenities and facilities and shall pay proportionate costs and expenses for the same as may be decided by the Association of the flat owners after the formation thereof.
17. Indirect taxes, Service Tax, GST, or any other taxes etc. (Applicable by the Central Govt./State Govt.) if any shall be borne by the respective purchaser/s to the Land Owners/Developer.
18. That the terms, conditions and stipulations made herein contained shall be final and conclusive and shall prevail over any other contrary conditions and stipulations made herein before.

OWNER cum VENDOR cum SELLER hereby relinquish all rights, title, interest and possession whatsoever in favour of the PURCHASER/S cum VENDEE/S and the DEVELOPERS being the Confirming Party hereby confirms the sale without any objection whatsoever.

The said Flat in the ..... Floor of the G+3 Storied Residential Flat Building as specified in the Second Schedule of this Deed has been specifically demarcated and portrayed in the Map which annexed herewith this indenture and which will be treated as part and parcel of this Deed of Sale.

The PURCHASERS CUM VENDEES paid Stamp Duty over the market value assessed by D.S.R, Burdwan.

The consideration amount has been settled a sum of Rs. ..../- (Rupees .....) only and the Government assessed market value has been held a sum of Rs. ..../- (Rupees .....) only. The Payable Stamp duty and Registration Fees has been paid through e- Payment Mode of e-Payment Process of GRIPS Portal.

The photos, finger prints, signatures of the OWNER cum VENDOR cum SELLER and the photos, finger prints, signatures of the DEVELOPER and the photos, finger prints, signatures of the PURCHASER/S CUM VENDEE/S are annexed herewith in separate sheets, which will be treated as the part of this Deed.

**: JURISDICTION :**

Appropriate courts at Purba Bardhaman, District Purba Bardhaman shall have the territorial jurisdiction to entertain all disputes and actions between the parties herein.

**THE FIRST SCHEDULE ABOVE REFERRED TO THE PREMISES**

**ALL THAT** the pieces and parcel of Land situated at District - Purba Bardhaman, P.S. Burdwan Sadar, Sub Registry Office Burdwan of Mouza - Guskara, J.L No. 110, appertaining to R.S and L.R Plot No. 3839, corresponding to Previous L.R Khatian No. 1220 (Nepal Chandra Roy) and 13175 (Tapan Kumar Roy), Present L.R Khatian No. 13751 (Amit Poddar), classification as Bastu, total measuring an area 0.31 acres, Project measuring an area 12259 Sqft. within Ward No. 06, Mahalla - Gokul Sundari Primary School Road, Holding No. 29/A, under Guskara Municipality, P.O Guskara, P.S. Ausgram & District - Purba Bardhaman,

along with a 16 feet wide Municipal Metal Road, situated on the Eastern side which is more fully described in the schedule herein below and defined, delineated and marked in the sketch map attached to these presents.

**PROJECT CATEGORY** ground floor with III STD (G+III) Residential Flat Building under the name and style "GREENVIEW APARTMENT" at Mouza Guskara, J.L No. 110, Mahalla - Gokul Sundari Primary School Road, of Ward no. 06 under Guskara Municipality and construction over the said land with sanctioned plan by the Guskara Municipality which is more fully defined, delineated and marked in the sketch map attached to these presents, TOGETHER WITH all liberties, privileges and Easement, common facilities and amenities, appurtenant thereto and over and beneath the road/ common passage and TOGETHER WITH all rights, title, interests, possession of the owner through his predecessors and Which are butted and bounded as follows :

**On the North** - Land of Gopal Gobinda Roy and Land of Kalachand Biswas

**On the South** - 2.591 Meter wide Muncipal Road

**On the East** - 4.724 Meter or 16 feet more or less wide Municipal Road

**On the West** - Plot No. 3840 and together with all rights liberties and Easements including the easementary right of egress and ingress over the schedule mentioned property and otherwise all common rights free from all sort of encumbrances, charges, mortgages, liens, attachments etc.

**: THE SECOND SCHEDULE ABOVE REFERRED TO :**

**ALL THAT** Residential Flat Type No. .... on the ..... Floor, measuring Carpet Area ..... Sqft. a little more or less consisting of bed rooms, drawing cum dining, open kitchen, toilets, balcony together with undivided proportionate share in land including and at the premises fully described in First schedule above and Tiles/Marble flooring together with undivided proportionate share in land with benefits of common area, Lift facility, common rights, facilities and amenities in the Third Schedule herein.

**Details specification of the Flat No. ...., on the ..... Floor, and other criteria are as follows :-**

1. Bed rooms, One dining cum kitchen, Two toilets, and Balcony as stated in the sanctioned plan.
2. Measuring of the Flat :- Carpet Area..... Sqft. as specified in the plan. That in the separate sheet one Sketch Map or plan drawn of Flat No. ...., on the ..... FLOOR, and hereto annexed therein Red colored.

**: THE THIRD SCHEDULE ABOVE REFERRED TO :**

**(Common area and facilities to be enjoyed by the Purchasers)**

- (a) The land described in the First Schedule hereinabove
- (b) Common paths, passages and main entrance of the "A" schedule building.
- (c) Common walls and main gates, structures, beam, column.
- (d) Drainage and sewerage and all pipes and other installation for the same(except only those as installed within the exclusive area of any unit and/or exclusively for its use)
- (e) Low tension and /or high tension electrical installation and its room(if any) and all electrical wiring and other fitting(exclusive only those as are installed within the exclusively area of any unit and/or exclusively for its use).
- (f) Staircase landings and /or midland on all floors.
- (g) Lobbies on all floors of the building.
- (h) Water pumps, Safety Tank, and all common plumbing installation for carriage of water save only those who are exclusively within and for use of any unit in and/or in respect of the building.
- (i) Deep tube well and its installation.

- (j) Such other common part, areas, equipment's, installation fittings, fixtures space in or about the land and the building as are necessary for passage to the roof and /or terrace and papers walls of the building.
- (k) Access to the roof and/or Terrace on the top floor of the new building.
- (l) Overhead water tank, and distribution pipes to different flats, deep Tube well.

**: THE FOURTH SCHEDULE ABOVE REFERRED TO :**

**(Common Expenses)**

1. The cost of maintaining, replacing, washing, painting, rebuilding, replacing, decorating the main structure of the said building including the exterior thereof and in the common portion of Terrace landing and staircase of the building, shutters, rain water pipes, motor pumps, tube well, electrical wire, sewerage, drains, transformer, (if any) and all other common parts of the fixture fittings and equipment's in under or upon the building enjoyed or used in common by the occupiers thereof.
2. The cost of acquisition and other legal proceed, the costs of clearing and lighting the maintenance, maintaining space, passage, landing staircase, main walls and other parts of the building as enjoyed or used in common by the occupiers hereof.
3. The cost of working repairs, replacement and maintenance lights, pumps, tube-well, Submersible Pump and other plumbing works including all other service charges for a services rendered in common to all other occupiers.
4. Municipal and other taxes (Purchasers/Occupiers).
5. All electricity charges payable in common for the said building.
6. Salary of the caretaker if any.

7. Indirect taxes, Service Tax, GST etc. (Applicable by the Central Govt./State Govt.) if any shall be borne by the respective purchasers to the Land Owner/Developer.
8. Such other expenses as may be necessary for or incidental to the maintenance and up keeping the premises and common areas and amenities.

The above mentioned property is situated within the area of Burdwan Municipality.

The 'land revenue' of the said property is to be paid as assessed for the purpose, to the State of West Bengal through the B.L. & L.R.O. Ausgram-I, Guskara, District - Purba Bardhaman.

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

**IN WITNESS WHEREOF** the Parties hereunto have set an subscribed their respective photo and puts their respective ten finger prints and signature in the separate demy paper on the day, month and year First above written in full possession of their sense and in good state of health and mind and without provocation from others.

**In presence of Witness :**

1.

2.

**SIGNATURE OF THE LAND OWNERS**

**SIGNATURE OF THE PURCHASERS**

**SIGNATURE OF THE CONFIRMING PARTY**