

D E E D O F S A L E

**THIS DEED OF SALE IS MADE ON THIS 01st DAY OF OCTOBER,
2024**

BETWEEN

1. **SANDIP KUMAR DEY, S/o Lt. Satya Narayan Dey, by faith – Hindu, by Nationality – INDIAN, by Occupation – Business, Residing at B. C. Road, Uttar Fatak Road, 3 No Bhabani Thakur Lane, P.O. Rajbati, Burdwan, Pin – 713104, Pan – AGOPD6489L;**
2. **MOUSUMI DEY, W/o Sandip Dey, by faith – Hindu, by Nationality – INDIAN, by Occupation – Business, Residing at B. C. Road, Uttar Fatak Road, 3 No Bhabani Thakur Lane, P.O. Rajbati, Burdwan, Pin – 713104, Pan – AIHPD2535J;** herein after called and referred as the **OWNERS cum VENDORS** (which express on shall unless excluded his and each of his respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**. being represented by his constituent Power of Attorney Holder and Authorized Person through and by virtue of Registered Development Power of Attorney Deed being Deed No. I - 10757 for 2021, registered in the Office of the ADSR, Burdwan; namely **TARUN KUMAR ROY, S/o – Nimai Chand Roy, by faith – Hindu, by Nationality – INDIAN, by Occupation – Business, Residing at 298 G T Road, Jora Mondir, Gitanjali apartment, P.O. Burdwan, Burdwan, Pin – 713101, Having Pan – ADRPR2790Q.**

AND

“TARUN KUMAR ROY, S/o – Nimai Chand Roy, by faith – Hindu, by Nationality – INDIAN, by Occupation – Business, Residing at 298 G T Road, Jora Mondir, Gitanjali apartment, P.O. Burdwan, Burdwan, Pin – 713101, Pan – ADRPR2790Q; herein after called as the **DEVELOPER cum BUILDER cum CONFIRMING PARTY** (which express on shall unless excluded his/her/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART:**

AND

1. **SRI.**, Son of, by faith Hindu, by Nationality Indian, resident of, P.O., Dist. Purba Barddhaman, Pin-.....; **PAN**; and
2. **SMT.**, Wife of, by faith Hindu, by Nationality Indian, resident of, P.O., Dist. Purba Barddhaman, Pin-.....; **PAN**; hereinafter

called and referred as the **PURCHASERS** cum **VENDEES** (which express and shall include unless excluded his/her/their and his/her/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **THIRD PART**.

WHEREAS: the OWNERS are the sole and absolute owners and have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more-fully described in the entire First Schedule hereinafter written (hereinafter referred to as the “**SAID PREMISES**”).

AND WHEREAS The First schedule mentioned property in respect of total **measuring 7.5 equivalent to 0.75 Acres be same little more or less under R.S. Plot No. 1691/3097, under R.S. Khatian No. 207, comprising in L.R. Plot No. 4495, Under L.R. Khatian No. 14326, situated in Mouza Bahirsarbamangala, Touzi No. 1, J.L. No. 42 within Burdwan Municipality of Ward No. 3 presently Holding No. 240/1, Mahalla B.S. Road within City and P.S. Burdwan and within the limit of the Burdwan Municipal Authority at Purba Barddhaman District** the said land was previously belonged to Abu Hossain Mallick & Abu Sattar Mallick . During their ejmaly and jointly enjoying their ownership and possession over the first schedule mentioned property they executed a Deed of Partition vide **Deed no – 6355 for the year of 1985, registered in the office of D.S.R. Burdwan.**

AND WHEREAS, as per the above-mentioned registered Partition deed said Abu Sattar Mallick became the sole owner and possessor of the First schedule mentioned property in this Deed. And thereafter he had exercised his respective rights of ownership openly on the defined and demarcated portion of land as per the above-mentioned registered Partition and became the absolute owner and possessor of the First Schedule mentioned property as mentioned hereunder. And enjoying his right, title, interest by paying all government revenue in his name for more than twelve years without any interference of any third party.

AND WHEREAS, the said **Abu Sattar Mallick** while being in ownership and possessor of the said first schedule mentioned property he died leaving behind his intestate successor his Wife, Son and Daughters namely **Rajia Bibi, Nasir Uddin Mallick, Kulsuma Bibi, Belaton Khatun, Ruby**

Khatun, Bulbuli Khatun as his only legal heirs and representative by was of Inheritance or by Law of Muslim Law of inheritance as per Muslim Faraz of Mohammedan Law and they jointly become sole owners and possessor of the property left by Abu Sattar Mallick and thereafter their names were recorded in concern record of rights within the First schedule mentioned property. And enjoying their peaceful possession by paying all Land revenue to the competent authority in their names.

AND WHEREAS, the said legal heirs of **Abu Sattar Mallick's** namely **Rajia Bibi, Nasir Uddin Mallick, Kulsuma Bibi, Belaton Khatun, Ruby Khatun, Bulbuli Khatun** while being in the absolute joint ownership and possession of the first schedule mentioned property out of which the said **Belaton Khatun, Ruby Khatun & Bulbuli Khatun** transferred/sold their right, title, interest, ownership and possession of their respective undivided Share over the first schedule mentioned premises by way of **Deed of sale being no. I – 3101 for the year of 2007, registered in the office of A.D.S.R. Burdwan** in favour of **SANDIP KUMAR DEY & MOUSUMI DEY** And thereafter the said **Rajia Bibi, Nasir Uddin Mallick & Kulsuma Bibi** transferred/sold their right, title, interest, ownership and possession of their respective undivided Share over the first schedule mentioned premises by way of **Deed of sale being no. I – 120 for the year of 2008, registered in the office of A.D.S.R. Burdwan** in favour of **SANDIP KUMAR DEY & MOUSUMI DEY**.

AND WHEREAS, by way of the aforesaid transaction the said **SANDIP KUMAR DEY & MOUSUMI DEY** became the absolute joint owner and possessor of the First schedule mentioned property and by those aforesaid Deeds they recorded their names in the L.R.R.O.R. within the First Schedule mentioned **Mouza** under L.R. Khatian No. **14326** (in the name of **SANDIP KUMAR DEY**) & **14327** (in the name of **MOUSUMI DEY**) as well as they incorporated their names within the Record of Burdwan Municipality within **Ward No. 03, Mahalla: B.S. Road**, under Municipal **Holding Number: 240/1** & paying all Land Revenue and Municipal Tax two the competent authority in their names and enjoying their absolute right, title, interest, over the first schedule mentioned property without any interference of any third party for more than twelve years.

AND WHEREAS thereafter the said **SANDIP KUMAR DEY & MOUSUMI DEY** became the joint absolute owner and possessor in respect of the First Schedule mentioned property and noticed that there

have a large portion of land being the First Schedule mentioned property along with its structure which is unmaintained and thereby the OWNERS have taken decision to construct multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces by demolishing the existing structure present thereon. But the OWNERS neither have the capacity nor have the ability both financially and technically and also nor has any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with multistoried residential building inclusive of Shops/Flats/Residential Units and Car Parking Spaces.

AND WHEREAS that the above-mentioned DEVELOPER of this agreement is a highly reputed Promoter of Real Estate and Developer in the sector of Development and Promoting of Land and allied works and having more experience, knowledge and skill to develop the same. So, the OWNERS of the First Schedule mentioned property gave offer to the DEVELOPER to develop the First Schedule properties as mentioned below. In response to that offer the DEVELOPER has accepted on the following terms and conditions as stated in the development agreement along with Development Power of Attorney to develop the property with a project for construction of multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces. In due course the Owner and Developers firm entered into a Deed of Development Agreement cum Development Power of Attorney being Deed No. I – 10757 for Year 2021, registered in the Office of the A.D.S.R. PURBA BARDHAMAN and since then the Developer obtained the possession in respect of the said FIRST SCHEDULE mentioned property. In order to construct building consisting of several flats and parking/shops spaces the said Developers with Free consent and acknowledgement of the Owners cum Land Lord made Submitted a building plan through his architect before the Burdwan municipality and after scrutinized the entire plan and the first schedule mentioned land the competent authority i.e. Burdwan Municipality pleased to sanction the plan vide Permit no – **SWS-OBPAS/1201/2023/1058**, dated **22-11-2023** and accordance with the plan to be sanctioned by the Burdwan Municipality on the terms and conditions and considerations mentioned therein and has started the construction of the said project named and styled as **“MOUSUMI APARTMENT”** in accordance with necessary approvals and sanctioned plans by the concerned authority.

AND WHEREAS as per the above-mentioned plan and Development agreement the developers firm took initiative to construct a residential cum commercial building as per sanctioned plan.

AND WHEREAS the purchaser is the desirous to purchase a flat therefor they visited the project namely **“MOUSUMI APARTMENT”** situated on and over the first schedule mentioned property and after a proper verification of the flat physically and scrutinized all document they took decision to purchase the Second Schedule mentioned flat.

AND WHEREAS the present Seller and developer have decided to sale the second schedule mentioned flat. And the present Purchaser after knowing that, approached before the present seller to sale the flat to the Purchaser along with undivided proportionate share in land in the First Schedule and common benefits in the Third Schedule hereto. After that the present seller agreed to sale the same at or for a total consideration of **Rs 00,00,000/- (Rupees Only).**

AND WHEREAS the PURCHASERS have collected all the copies of the relevant Title Deeds, Documents, Sanctioned Plan, Tax Receipts, Rent Receipts and nature of construction and being fully satisfied made approach to the SELLER CUM VENDOR to purchase and confirms to have inspected and examined the title of the premises referred to in the **“First Schedule and Second Schedule”** and fully satisfied with the marketable title of the SELLER CUM VENDOR and the PURCHASER has also inspected the various other documents viz. BURDWAN MUNICIPALITY Sanctioned Plan herein before referred and also satisfied and convinced with the right and title of the SELLER CUM VENDOR over the property as specified in the **Second Schedule** and the right and title of the SELLER CUM VENDOR, entered upon into Agreement for sale of the Residential Flat together with proportionate share in land and agrees not to raise any objection thereto in future and accordingly confirmed the contained terms and conditions of the Agreement for Sale of the said Residential Flat.

AND WHEREAS the said Flat is since in habitable and usable condition and PURCHASER being the VENDEE has paid the full contractual amount of **Rs 00,00,000/- (Rupees Only)** being the total sale proceed which includes the cost of land share and cost of the Flat to the SELLER CUM VENDOR and have got delivery of possession of the Flat to the satisfactory inspection and have now requested the SELLER CUM VENDOR

to transfer all direct and collateral right and title and the possession of the said Flat in their favour by a registered Deed of Sale.

AND WHEREAS since the PARTY to the FIRST PART being the SELLER CUM VENDOR and the PARTY to the SECOND PART being the DEVELOPER CUM CONFIRMING PARTY have been paid with full contractual consideration money for the “**Second Schedule**” mentioned Residential Flat by the PARTY to the THIRD PART being the PURCHASER cum VENDEE and after the said payment there is no reciprocal financial liabilities between the SELLER CUM VENDOR AND DEVELOPER CUM CONFIRMING PARTY and the PURCHASER cum VENDEE.

AND WHEREAS for the Purpose of the Interpretation and proper understanding of the language and inherent meaning of this Indenture the meaning of the following words will be as described hereunder;

1.1. SELLER CUM VENDOR: 1.SANDIP KUMAR DEY, S/o Lt. Satya Narayan Dey, by faith – Hindu, by Nationality – INDIAN, by Occupation – Business, Residing at B. C. Road, Uttar Fatak Road, 3 No Bhabani Thakur Lane, P.O. Rajbati, Burdwan, Pin – 713104, **Pan – AGOPD6489L;**

2.MOUSUMI DEY, W/o Sandip Dey, by faith – Hindu, by Nationality – INDIAN, by Occupation – Business, Residing at B. C. Road, Uttar Fatak Road, 3 No Bhabani Thakur Lane, P.O. Rajbati, Burdwan, Pin – 713104, **Pan – AIHPD2535J.**

1.2.DEVELOPER:

“TARUN KUMAR ROY, S/O – NIMAI CHAND ROY, BY FAITH – HINDU, BY NATIONALITY – INDIAN, BY OCCUPATION – BUSINESS, RESIDING AT 298 G T ROAD, JORA MONDIR, GITANJALI APARTMENT, P.O. BURDWAN, BURDWAN, PIN – 713101, **PAN – ADRPR2790Q;;**

1.3. PURCHASER cum VENDEE: 1., Son of, by faith Hindu, by nationality – INDIAN, by occupation Service, residing at VILL, P.O. &

P.S., Dist. –, Pin –; **PAN.**
....., **and**

2. SMT., Wife of, by
faith Hindu, by nationality - INDIAN, by
occupation Service, residing at
VILL, P.O. & P.S., Dist. –,
Pin –; **PAN.**

1.4.PREMISES/ PROPERTY : All That piece and parcel of Land land
0.075 acres *i.e.* 7.5 Decimals Comprising in
R.S. Khatian No. 207 appertaining to R.S.
Plot No. 1691/3097, appertaining to L.R.
Khatian Nos. 14326 & 14327, comprising in
L.R. Plot No. 4495 Classification of land
Bastu, of land more or less situated within
Mouza: BAHIRSARBAMANGALA, J.L. No. 42,
within P.S. BARDHAMAN SADAR, Sub
Registration Office Purba Bardhaman and
Dist. Purba Bardhaman, Holding No. 240/1
within Ward No. 03 OF Mahalla B.S. ROAD
within the jurisdiction of Burdwan
Municipality ON AND OVER THE NEWLY
CONSTRUCTED G+3 STORIED
RESIDENTIAL BUILDING SANCTIONED BY
BURDWAN MUNICIPALITY NAMED AND
STYLED AS “**MOUSUMI APARTMENT**” and
the said property is more specifically described
in the First Schedule of this Deed of Sale.

1.5. TITLE DEEDS:

Shall means the Deed of Ownership.

1.6. BUILDING:

Shall mean Multistoried (G+3) Building
constructed’ on FIRST SCHEDULE in
accordance with the sanctioned building
plan by BURDWAN MUNICIPALITY for
construction of residential purpose only
hereinafter called the “Said Building”.

1.7. COMMON FACILITIES:

Shall include corridors, roof, ways, passages,
staircase, passage ways, drive ways,
overhead tank, water reservoir, septic tank

and other facilities which may be actually agreed upon between the parties and required and for the establishment, location enjoyment, maintenance and/or management of the said building.

1.8. COMMON AMENITIES: Shall construe the same meaning as of “COMMON FACILITIES”.

1.9. SALEABLE SPACE: Shall mean the space in the building available for independent use and occupation after making due provisions for common facilities.

1.10. BUILDING PLAN: Shall mean the plan sanctioned by the BURDWAN MUNICIPALITY with its alterations, modifications.

1.11. SAID FLAT: Shall mean the Second Schedule mentioned **Flat** specified under below with undivided proportionate share in land in First Schedule including and 25% add to the built-up area in the building of the said G+3 storied Flat Building together with undivided proportionate share of the land under-earth including right of easements, common facilities and amenities annexed thereto morefully described in the “**SECOND SCHEDULE**”.

1.12. TRANSFER: Which is grammatical variation by means of conveyance and shall include the delivery of possession of the Residential Flat or Flats, Units, Car Parking Spaces / Garages in multi-storied building to the Purchaser/Vendee thereof with undivided interest of land proportionate to the area of the flat and the right to use in common space in the Ground (G)+3 (Three) Storied Building.

1.13. CARPET AREA : Shall mean and include the net usable floor area of an apartment, excluding the area covered by the external walls, areas under

services areas, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment as per the RERA Act, 2016.

1.14. BUILT UP AREA:

Shall mean and include the covered area of the “Second Schedule” mentioned Residential Flat, external and internal walls and columns, as per Sanctioned plan issued by the Office of BURDWAN MUNICIPALITY.

1.15. SUPER BUILT UP AREA :

Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage over the built-up and/or the covered area of the Unit/Flat i.e. Residential Unit and also include the proportionate share of each flat in the common spaces, common areas, underground water reservoir, overhead water tanks, stair cases, walls, lobbies, corridors, and in all areas which is used for locating common services for eliminating of any disputes in the measurement of the proportionate share of each flat in the common areas and such will be used and utilized only for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal as per its standing rules and regulations.

1.16. COMMON PORTIONS :

Shall mean and include corridors, stairs and stair cases, passage ways, drive ways, motor, water pump, transformer, electrifications, underground and overhead water reservoirs, ultimate roof and/or terrace of the said building excluding the Car Parking Spaces and such other open spaces including those exclusive spaces and land of the Landowners

which the Landowners may use or permit as the sole and exclusive property of their own for common use morefully described in the THIRD SCHEDULE hereunder written.

1.17. HOLDING ORGANISATION: Shall mean any person/ association or Society that may be formed by the Owners of several flats/units/car parking space for the common purposes in accordance with Law.

1.18. COMMON PURPOSES: Shall mean and include the purpose of maintaining the said premises and the said building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Purchaser/s and the common use and enjoyment thereof.

1.19. UNDIVIDED SHARE: Shall mean and include the respective undivided share and/or interest in the said premises taking into account the total super built up area comprised in the said Flat / Unit / Car Parking Space constructed by the Developer in the said building, which shall always be impartible.

1.20. ROOF/TERRACE: Shall mean the ultimate roof over and above the Top Floor of the said building under Section 3(d)(2) of the West Bengal Apartment Ownership Act, 1972 and it should be treated as one of the common areas and facilities.

1.21. SINGULAR: Shall mean plural and vice versa.

1.22. MASCULINE: Shall include feminine and vice versa.

NOW THIS INDENTURE WITNESSETH THAT : -

In pursuance of the said scheme of the SELLER CUM VENDOR and THE DEVELOPERS CUM CONFIRMING PARTY Agreement for Sale and in consideration of **Rs 00,00,000/- (Rupees Only)** paid by the Party to the THIRD PART i.e., the PURCHASER cum VENDEE to the Party to the FIRST PART AND SECOND PART i.e., the SELLER CUM VENDOR and THE DEVELOPERS CUM CONFIRMING PARTY which includes the cost of

the proportionate share in land and as well as the cost of the Residential Flat in concurrence and consent of the SELLER CUM VENDOR and THE DEVELOPERS CUM CONFIRMING PARTY herself and the SELLER CUM VENDOR and THE DEVELOPERS CUM CONFIRMING PARTY hereby the receipt of such payment of **Rs 00,00,000/- (Rupees Only)** where of the SELLER CUM VENDOR and THE DEVELOPERS CUM CONFIRMING PARTY themselves hereunder doth admit and acknowledge as per memo below and of and from the payment of the same forever release, discharge and acquit the PURCHASER CUM VENDEE and the said undivided share of land at the premises referred to in the "First Schedule" herein and the said Residential Flat is referred to in the "Second Schedule" with rights in common areas and benefits attributable to the said Residential Flat and all appurtenances thereto and the SELLER CUM VENDOR and THE DEVELOPERS CUM CONFIRMING PARTY doth hereby grant, sell, convey, transfer, assign and assure **ALL THAT** Residential Flat together with undivided proportionate share in land attributable to the Residential Flat 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 and the SELLER CUM VENDOR and THE DEVELOPERS CUM CONFIRMING PARTY themselves being the VENDOR AND CONFIRMING PARTY hereby doth hereby concur and confirm the sale and the SELLER hereunder release discharge and acquit and transfer the PURCHASER all that the said Residential Flat and common benefits fully described in the "Third Schedule" hereunder written in the earlier constructed building lying and situate at the premises referred to in the "First Schedule" hereinafter and the SELLER CUM VENDOR and THE DEVELOPERS CUM CONFIRMING PARTY i.e., the Party to the FIRST PART AND SECOND PART doth hereby grant, sell, convey, transfer, assign, and assure unto the Party to the THIRD PART being PURCHASER CUM VENDEE **TO HAVE AND TO HOLD ALL THAT** all that undivided proportionate share in land and the said Residential Flat and the reversion or reversions, remainder or remainders and the rents, issues and profits and all the estate, rights title, interest, property, claim and demand whatsoever of the SELLER CUM VENDOR AND THE DEVELOPERS CUM CONFIRMING PARTY unto or upon the PURCHASER CUM VENDEE and the said Residential Flat and all other benefits hereby granted, sold, conveyed transferred assigned and assured or expressed so to be **TOGETHER**

FURTHER WITH and subject to the easements or quasi-easements and other stipulations and provisions in connections with the beneficial common use and enjoyment of the said Residential Flat and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressly so **AND ALSO SUBJECT** to the PURCHASER CUM VENDEE paying and discharging all proportionate taxes, impositions and other common expenses, service charges and maintenance charges and other charges relating to the premises referred to in the "Fourth Schedule" herein. **THE SELLER CUM VENDOR i.e., the PARTY TO THE FIRST PART AND THE DEVELOPER CUM CONFIRMING PARTY i.e. PARTIES TO THE SECOND PART DOTH HEREBY CONVENANT WITH THE PURCHASER cum VENDEE i.e., the PARTY TO THE SECOND PART as follows: -**

1. That the purchaser shall have only right to the "Second" Schedule mentioned Flat only but they will not claim any right / kind whatsoever right in any other flat of the "First" Schedule mentioned property and building standing thereon.
2. The purchaser shall maintain the inner portion of the "Second" Schedule mentioned Flat, but the other portion is to be maintained jointly with the other flats owners of the "FIRST" Schedule building by paying proportionate charges for maintenance.
3. The purchaser at his/her/their own cost shall take separate electric meter for enjoyment of electric energy in the "SECOND" Schedule Flat. The meter can be installed in a common meter space of "FIRST" Schedule property. The purchaser after taking meter in his/her/their own name shall pay meter rent and electric charges at his/her/their own risk and responsibility.
4. The rights of the PURCHASERS of the "SECOND" Schedule Flat along with the proportionate interest in the common areas and facilities shall be inheritable and transferable like other immovable property. The purchaser shall have every right to transfer, let out and lease out, mortgage the "SECOND" Schedule Flat in the premises purchased or acquired by the purchaser TOGETHER WITH ALL the benefits and facilities as herein provided.
5. The Purchaser shall apply for mutation of his/her/their own name(s) for separate assessment of "SECOND" Schedule Flat and shall pay Panchayet Tax directly in his/her/their own name(s) and so long "SECOND" Schedule Flat is not separately assessed. The purchaser

shall pay proportionate Municipal Tax which will be determined by the Municipality; so long Association is not formed.

6. That the Purchaser shall enjoy the super built-up area of the said Second Schedule mentioned flat along with rights in common lawfully entitled thereto all sewers, drains, water courses and all proportionate rights in all the common areas as mentioned in "Third Schedule" hereinabove.
7. That the Purchaser shall become and remain member of the Association formed by the flat owners for safe guarding and maintaining all matters of common interest like repairs, white washing, color washing and or painting of the common parts of the Building and repairing of passage, staircases, compound walls and all other common amenities.
8. That the Purchaser shall observe and perform the terms and condition and byelaws and rules of Association and his/her/their successor - in - interest shall not by virtue of this deed acquire any right or rights which would be prejudice the free use and enjoyment of the common rights by the owners and occupiers of the other flats.
9. That the Purchaser shall have the right to enter into any other flat in the said Building for the purpose of effecting repair of service pipe lines, electrical line and portion of his/her/their flat as may reasonably necessitated such entry with a three days' advance intimation (except emergency) to his/her/their for such intended entry. The owner concerned shall and will allow the owners of the other flat such entry into their flats under similar notice in writings.
10. That the association of the flat owners shall be formed by the purchaser herein jointly with other similar flat owners in the said Building complex and to that effect submit necessary documents to the competent authority according to the provision of West Bengal Apartment Ownership Act, 1972 and in that case every Purchasers shall and will sign and execute all necessary forms returns, declarations, and other documents as may from time to time become necessary.
11. That the all right, title and interest in respect of the Second Schedule mentioned property is hereby transferred by the FIRST PART in favour of the THIRD PART and from now on the THIRD PART shall be the

exclusive and absolute owner and possessor of the SECOND SCHEDULE mentioned Flat.

12. The PURCHASER cum VENDEE being absolute owner shall have the rights to sell, gift, transfer, mortgage, lease or otherwise alienate and encumber the Residential Flat hereby conveyed without interference of any person or persons.
13. That the Purchaser after taking possession of the said flat shall not be entitled to do any act of addition alteration of plinth floor ceiling and walls or any part connected with "First" schedule property (Building) which may cause damage to the Co-flat owners. Additions or alterations may be made within the flat in consultation with an engineer with proper intimation to the association in such a way which will not give any extra load or cause damage to the said building
14. The purchaser's undivided interest in the soil of the land described in the "First" and "Second" schedule hereinabove written shall remain joint forever with the owners of other flats in the said building.
15. All taxes, levies and impositions, deposits etc. for the premises as a whole is to share with the other occupiers.
16. That the Purchaser shall not throw or accumulate or cause to be thereon or accumulate any dirt and rubbish at any portion of the said building which may create trouble and/or disturbance to the vendor and the developer or the owners of the said building.
17. That the Purchaser shall not carry on or cause to be carried on any obnoxious, injuries noisy, dangerous hazardous or immoral activities in the said flat shall not do any act which may cause nuisance in the said building.
18. All litigations costs relating to the common parts and common interest in the said building is to share with other occupiers.
19. That the interest which each of the SELLER CUM VENDOR profess to transfer subsist and He/She/They has respective right, absolute authority and full power to grant, convey, transfer and assure the undivided impartibly share in land and the said Residential Flat including common areas and facilities respectively.
20. The PURCHASER cum VENDEE shall have absolute and unfettered proprietary right to the said Residential Flat such as of the SELLER CUM VENDOR derive from her respective right, title and interest save

and except demolishing and committing waste in respect of the property.

21. The PURCHASER cum VENDEE shall have the right of execution, maintenance, repairing replacing, painting of the doors, windows inside decoration of the said Residential Flat provided any such act, does not cause obstruction or nuisance or permanent obstruction to the other Residential Flats owners.
22. The SELLER CUM VENDOR shall from to time and at all times hereafter upon every reasonable request and at the cost of the PURCHASER cum VENDEE make do acknowledge, exercise, execute and register and cause to be made, done and registered all such further deed / deeds as shall be reasonable required to perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the right , title and interest of the conveyed property and the right of use and enjoyment of common user facilities attributable thereto.
23. The unsold saleable space on the Ground Floor and Car parking at the building shall remain property of the Landowner to whom the entire land originally belonged to. The Landowner alone shall have full and exclusive right, title and interest and authority to sale the aforesaid Parking Spaces with all rights and facilities of common area and benefits now being enjoyed by the Landowner and other units holder as the Landowner think fit and proper and the said parking spaces on the Ground Floor shall not be treated as common portion of the building.
24. That the SELLER CUM VENDOR will be strictly duty bound to clear all ambiguities and anomalies in respect of the "First Schedule" mentioned Property strictly liable to make the property free from all encumbrances, charge, lien or liability in order to acquire a good title over the "First Schedule" mentioned property without any interference or intervention of any or by any other person or any charge, lien or any such other liability and in default in respect of such terms and conditions by the SELLER CUM VENDOR, the PURCHASER cum VENDEE will be free and will have right to get the entire consideration money of the sale back along with compensation and in default will have the right to initiate and bring legal action against the SELLER CUM VENDOR.

THE PURCHASER cum VENDEE i.e., the PARTY TO THE THIRD PART DOTH HEREBY COVENANT AND AGREE WITH THE SELLER CUM VENDOR i.e., the PARTY TO THE FIRST PART AND THE DEVELOPER CUM CONFIRMING PARTY i.e. PARTIES TO THE SECOND PART as following: -

1. The PURCHASER neither has nor shall claim from the SELLER CUM VENDOR any right, title and interest in any other part or portion of the building save and except the Residential Flat hereunder conveyed but shall have common rights and facilities and benefits provided only in “Third Schedule” hereunder written.
2. The PURCHASER CUM VENDEE 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 PURCHASER CUM VENDEE shall not at any time entitled to claim any portion of the Commercial units and cannot make any obstruction or hindrance to the occupier of the commercial portion and not allow to prevent any person authorized by the landlord or the developers to do any commercial act in the said commercial portion of the Building lying over the First schedule mentioned premises.
4. The PURCHASER CUM VENDEE shall use the Residential Flat for personal and residential purpose only. The PURCHASER CUM VENDEE shall regularly and punctually pay the proportionate share of common expenses from the date of delivery of possession of the Residential Flat.
5. The PURCHASER CUM VENDEE shall be liable to pay proportionately all common charge common electricity, other levies and outgoing maintenance charges and repairs of common portions 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 and Parking.
6. The PURCHASER CUM VENDEE shall get the Residential Flat mutated in the records of the BURDWAN MUNICIPALITY and other authorities and shall pay all taxes and impositions separately along with the proportionate common expenses and water charges etc. to be levied thereon from the date of delivery of possession of the Residential Flat.
7. The PURCHASER CUM VENDEE along with other owners of all other Residential units 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. And such Association or Organization cannot make any obstruction or hindrance to any commercial activities done in the commercial portion of the said building. And such Association or Organization is fully separated from the commercial portion of the said building and they have no right to any introspection in the commercial portion. And the Purchaser/s give their assent and NOC by executing this deed in last page not to make any obstruction or hindrance to any commercial activities done in the commercial portion of the said building and also the landowner and the developers have the exclusive right to the front portion of the said building to use as the open parking for the commercial portion in that regards the Purchaser/s give their assent and NOC by executing this deed in last page.

8. The PURCHASER CUM VENDEE shall not independently decorate the exterior of the said building and shall not make any structural additions or improvement in the said Residential 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 CUM VENDEE along with other owners and occupiers shall keep the said building and common areas and facilities and common installations in good repairable condition.
9. The PURCHASER CUM VENDEE shall not keep or throw, dirt, rubbish rags refuse or other articles in the stairs or in common passage in the said buildings and shall not block the common passage in any manner whatsoever.
10. The PURCHASER CUM VENDEE shall not store any inflammable, combustible explosive or offensive and hazardous articles in the Residential Flat or elsewhere surrounding the building. The Purchaser has taken inspection of the Residential Flat and found it is good habitable condition and order and has got no dispute thereof and accepted possession of the said Residential Flat.
11. 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.

12. That the PURCHASER CUM VENDEE hereby admit that the SELLER CUM VENDOR had complied all terms and conditions of Agreement for Sale and the SELLER CUM VENDOR hereby admit that the PURCHASER CUM VENDEE had also complied all terms and conditions of Agreement for Sale.
13. That the PURCHASER CUM VENDEE will pay all charges of Municipal tax and revenue and other payable statutory charges in respect of the purchased property and other facilities as described in this indenture.
14. That the project and the building constructed at the said premises have been already been named and the same shall always be known by the said name. The Association, the Maintenance agency, the Purchaser/s herein and/or the Unit/ Flat/ Car parking Owners and Occupiers shall not be entitled to change the same name under any circumstances whatsoever.
15. That so long the society or association is not form for the purpose of utilizing common facilities, electricity etc. the all of the Flat Owners shall have the full and absolute liability and responsibility to bear the cost of such common facilities, electricity etc. and in that regard one common fund is to be created and in that fund all the flat owners are bound to deposit equal and equivalent amount of fund in order incur all the expenses related to common facilities, electricity etc. and the SELLER CUM VENDOR will have no right to disconnect or to discontinue any such facilities/electric connection AND the PURCHASER CUM VENDEE further agrees and covenant with the SELLER CUM VENDOR that so long the Municipality and other Statutory rate and taxes and other levies are not being assessed separately by the authority concerned in respect of the said land and premises the PURCHASER CUM VENDEE will pay the appropriate rates, taxes, charges and all outgoings as will be fixed by SELLER CUM VENDOR and in terms of such payment each Flat Owner is bound to deposit equal and equivalent amount of fund in order incur all the expenses in that regard without raising any objection and the PURCHASER CUM VENDEE covenant and agrees to observe perform and comply with the terms and condition set out and mentioning various clauses of the "Fourth Schedule" hereunder written.
16. That after the date of delivery the purchaser shall at his/her/their own costs and expenses do the followings: -

- a) To keep the unit and every part of thereof and all fixtures and fittings therein or exclusively for the unit properly maintain and the good repair and in a neat and clean condition.
- b) To use the unit and all common portions carefully peaceably and quietly and only for the purpose of residence.
- c) The Purchaser from his/her/their own cost shall maintain the flat and common area commonly with other owners.

17. **That the Purchaser shall not do the followings:-**

- a) That the Purchaser shall not cause any damage of the column supports foundation wall, beams plinth, ceiling of the flat and shall not do any act which may diminish the lateral support of beam etc. and shall not create any nuisance and annoyance and also shall not do any acts of addition and alteration work which may destroy the lateral support of the "First" schedule building and diminish the strength of structure.
- b) To obstruct the erstwhile landlord and the developers or the owner's association after formation for maintaining any act relating to the common purpose and to discharge any staff of the building without the consent of the erstwhile landlord and/or the developers till completion of the project.
- c) To violate any terms and conditions and rules and regulations for maintaining the said building.
- d) To injure or harm or causing any damage to any common portion other unit of the building by making any alteration or withdrawing any supports or otherwise.
- e) To carry and store any obnoxious, injurious, dangerous, inflammable articles or things and also shall not use the unit for any illegal and immoral purpose over and above the said flat and the common areas are not being used for the purpose other than residential purpose.
- f) To do or permit anything to be done causing nuisance and/or annoyance to the occupiers of the other units of the said building or adjoining building. And also, shall not throw or accumulate any dirt or rubbish or other refused articles within the common parts of areas in the said building compound or any portion of the building or land comprising the premises other than she specific areas.

- g) To use or allow the said flat or any part thereof to be used for any club meeting, conference, nursing home, hospital, boarding house, eating house or any other similar public purpose.
- h) To put and affix any sign Board name plates to other things in common portion or outside walls of the building or outside walls of the flat without the permission of the association but shall not prevent displaying a decent name plate in the outside of the main door of the said Flat.
- i) To keep up heavy articles or things which likely to damage the floor or operate any machine or machineries other-than home appliances. The Purchaser should keep the common passage and corridors clean and clear for easy movements.
- j) To plant by storing earth on the roof and also shall not give any extra load ' either by erecting any wall inside the unit or by any means on the building.
- k) To change the user of the said Flat and/or erect or construct any structure whether temporary or permanent, in the said Flat and or make any alterations, addition or improvements in the said Flat. Further not entitled to chisel or in any other cause damage to columns, beams, walls, slabs or R.C.C. or any other support.
- l) To use the small room situated over the stair hall roof and the same will be kept exclusively for the Developer's use.

SELLER CUM VENDOR hereby relinquish all rights, title, interest and possession whatsoever in favour of the **PURCHASER cum VENDEE**.

The consideration amount has been settled a sum of **Rs 00,00,000/- (Rupees Only)** and the assessed market value has been held a sum of **Rs 00,00,000/- (Rupees Only)** The Stamp duty has duly been assessed over the Government Assessed Value by the **Directorate of Registration and Stamp Revenue Department, West Bengal**. The present instrument has been prepared upon the available stamp valued and rest payable Stamp Duty and Registration Fees has been paid through e-Payment Process via GRIPS Portal.

The photos, finger prints, signatures of the **SELLER CUM VENDOR** and the **PURCHASER CUM VENDEE** is annexed herewith in separate sheets, which will be treated as the part of this Deed.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ENTIRE PROPERTY/PREMISES (PROJECT PROPERTY/PREMISES)

All That piece and parcel of Land having total measuring an area of land 0.075

acres *i.e.* 7.5 Decimals Comprising in R.S. Khatian No. 207 appertaining to R.S. Plot No. 1691/3097, appertaining to L.R. Khatian Nos. 14326 & 14327, comprising in L.R. Plot No. 4495 Classification of land Bastu, of land more or less situated within Mouza: BAHIRSARBAMANGALA, J.L. No. 42, within P.S. BARDHAMAN SADAR, Sub Registration Office Purba Bardhaman and Dist. Purba Bardhaman, Holding No. 240/1 within Ward No. 03 OF Mahalla B.S. ROAD within the jurisdiction of Burdwan Municipality ON AND OVER THE NEWLY CONSTRUCTED G+3 STORIED RESIDENTIAL BUILDING SANCTIONED BY BURDWAN MUNICIPALITY NAMED AND STYLED AS “**MOUSUMI APARTMENT**” as per sanctioned plan vide Permit no – **SWS-OBPAS/1201/2023/1058**, dated **22-11-2023** and the said premises is butted and bounded as follows:-

ON THE NORTH: PROPERTY OF GOLAP MALLICK.

ON THE SOUTH: MUNICIPAL ROAD (approx. 16 feet wide metal road.)

ON THE EAST: PROPERTY OF ABZAL HOSSAIN MALLICK

ON THE WEST: PROPERTY OF AZFA HOSSAIN

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART- I

‘SAID UNIT/FLAT’

ALL THAT PIECE AND PARCEL OF 1/2/3 BHK FLAT being **Flat No. “....”** on theth **Floor** (Specifically Demarcated in **Red** colour in the Sketch Map) measuring **super built up area of Sq. Ft., having a built up area of Sq. ft. and having a carpet area of Sq. ft.** consisting of **1/2/3 Bedroom, 1 Dining cum Open Kitchen, 1/2 Toilets, and 1/NIL Verandah cum Balconies**, along with Common Space specified under below with undivided proportionate share in land including and **25%** add to the built up area in the building known as “**MOUSUMI APARTMENT**” lying on the premises fully described in First schedule above together with the benefit of common areas and facilities referred in the Third Schedule herein.

Together with

SAID PARKING SPACE

ALL THAT PIECE AND PARCEL of One Covered 4/2 Wheeler Parking Space (right to park) measuring an area of Sq. Ft. in the Ground Floor of the said Building “MOUSUMI APARTMENT”.

PART- II

(SPECIFICATION OF FLAT)

BUILDING STRUCTURE:- Reinforced Cement Concrete (1:2:4),

MAIN WALLS & PARTITION WALLS:- 200 MM/250 MM Thick Cement Brick Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat/Shop/Office Separating Wall and Partition Walls inside the respectively,

FLOOR:- Tiles Floor for the Flat in respect of all rooms, Verandah, Hall, Kitchen, Bath/Toilet.

SKIRTING AND DADO:- Vitrified Floor Tiles, the height not to be exceeded 150 MM High and the Dado Not Exceeding 200 MM High (For Toilet Glazed Tiles will be used up to a height of 6 Ft. form Skirting).

PLASTERING:- Plastering to external walls will be of 20 MM. thick in 1:5 Cement, Sand and Mortar. Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar.

WOODWORK AND JOINERY (FOR FLAT):- Wood or equivalent section for Door frame, Thick solid core Wood door. Main Door shutter for the OWNERS will be made of quality Wood door.

M. S. GRILL WORKS:- All windows will be aluminium frame and fittings with necessary hardware fittings. The grill-works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

PAINTING:- All the internal wall surfaces and the ceiling will be finished with Putty. The external wall surfaces will be finished with snow-cem or equivalent cement-based paint. All the wooden surfaces and the steel surfaces will be finished after necessary priming coat

FINISHING WORKS FOR GROUND FLOOR:- The Parking areas will be finished with neat cement finish.

HARDWARE FITTINGS AND FIXTURES: - All the hardware Fittings will be of aluminum. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. Door stoppers will be fixed in every door.

ELECTRICAL WORKS:- All the electrical lines will be concealed with copper wires. with PVC conduit. Each Unit will have the following electrical points.

Each Bed Room: Two Light Points, One Plug point, One Fan Point, One AC Point in One Bed Room only.

Living Room cum Dinning Space: Two light Points, Two Fan Point, One Plug Point, One Freeze Point, One TV Point & One Inverter point.

Kitchen: One light Point, One Plug Point, One Chimney point, One Aqua guard Point.

Bathroom: Exhaust Fan points and Geyser Line (except Geyser) will be provided in Common toilet, one Light Point provided in both Both Bathroom.

Balcony: One Light Point (if number of Balcony is More than one than in Both Balcony), One Washing Machine Point in one Balcony only (if number of Balcony is More than one).

WATER SUPPLY & DRAINAGE:- One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir.

The drainage line will be connected to the existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

TOILET FITTINGS & FIXTURES: - Common toilet will be provided with one shower, one Anglo Indian/European commode. And attached toilet one Anglo Indian/European commode. Necessary taps will

be provided in the toilets and the floor will be of Vitrified Floor Tiles. One basin with tap will be installed at Dining Hall of each Flat.

KITCHEN SPACE: - In Flat, each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

OVER HEAD TANK: - Concrete.

AMENITIES: -

Security & safety:

1. Parking in Covered boundary area,
2. Window & balcony covered with grill work up to 3 Feet,
3. Well-founded building structures

Additional Facilities:

1. Concealed work for water & electricity line,
2. In front of Metal Road.

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON AREAS, RIGHTS & FACILITIES

- a) The land described in the First Schedule hereinabove and the Roof of the Building along with all easement rights and appurtenances adjacent to the land.
- b) The space within the building comprised of entrance therein, stair case, lands and uses of roof for hanging clothes etc. for drying,
- c) The foundation, column beams, structures, main walls, the gates of the premises, building and space landings to the Building and staircases.
- d) The installation for common services such as the drainage systems in the premises, rain water pipe system, water supply arrangements including water and sewerage evacuation pipes from the flats to drains, sewer common to the said building and electric connection (except in the unit) and also the other civic amenities if any in the said premises.
- e) Staircase on all floors, staircase, landing on all floors & Roof
- f) Common passage form Panchayet road to the ground floor staircase building, water pump, water tank and other plumbing installation and pump room.
- g) Electrical wiring motors, electrical fitting (except those which are installed for Particular unit), Electrical Sub – Station etc.
- h) Drainage and sewers.
- i) Bounding wall and main gate.

- j) Such other fitting, equipment and fixtures which are begin did neither use commonly nor the common purpose or needed for using the individual facilities.
- k) Water pipes (Save those inside the Flat)
- l) Installations for fire fighting, if any, of the BUILDING
- m) Wiring and accessories for lighting of BUILDING of common portions.
- n) Electrical Installations relating to meter for receiving electricity from Electricity Agency, pump and motor of the Building.
- o) Ground floor Lobby (if any remains available).
- p) Machinery of the BUILDING.
- q) Drains, Sewers, Septic tank and pipes of the BUILDING.
- r) Open and/or covered paths and passages inside the PREMISES which comprise of BOUNDARY WALLS.
- s) Water pipes (Save those inside the Building)
- t) Deep Tube well. Wiring and accessories for light of common portions of the premise.
- u) Pumps and motors reserved for use for common portion of the PREMISES,
- v) Light arrangements at the main gate, passage and in common areas of the PREMISES.

THE FOURTH SCHEDULE ABOVE REFERRED TO
COMMON EXPENSES

1. The cost of maintaining, replacing, painting, rebuilding, replacing, decorating the main structure of the said building including the exterior thereof and in particular the common portion of the roof, if any terrace landing and staircase of the building, shutters, rain water pipes, motor pump, water sources pipes, electrical wire sewerages drains and all other common parts of the fixtures fittings and equipments in under or upon the building enjoyed or used in commonly the occupier thereof.
2. The cost of acquisition and other legal proceeds, the cost of cleaning, lighting the main entrance, lawn, passage, landing staircase, main walls and other parts of the building enjoyed or used in common by the occupiers thereof.
3. The salaries of managers, clerks, bill collectors, Chowkidars, darwans, plumbers, electricians, mails, sweepers etc. if any appointed.
4. The cost of working, repairs, replacement and maintenance of light, pumps, other plumbing works including all other service charges for services rendered in common to all other occupiers.

5. All electricity charges payable in common as enjoyed or consumed in common by the occupiers hereof for the said building.
6. Such other expenses including printing and stationeries as also all litigation expenses incurred in respect of any dispute with the Panchayet or any other legal authorities in relation to the same as deemed by the vendor the committee entrusted with the management and upkeep of the said building.
7. The expenses of repairing, maintaining, white washing and colour washing the main structure, outer walls and common areas of the building.
8. The costs of cleaning and lighting the entrance of the building, the passages and spaces around the building lobby, staircase and other common areas.
9. Panchayet taxes, water taxes, insurance premium and other taxes and outgoing whatsoever as may be applicable and/or payable on account of the said premises.
10. Electrical installations relating to meter, transformer for receiving electricity from the Electricity Authority. Pump(s) and other common services as also minimum reasonable power of use within the said Flat.
11. Such other expenses as may be necessary for or incidental to the maintenance and up keeping the premises and common areas and amenities and all other facilities or installations, if any provided for the common use of the Unit/Flat of the premises and not covered by this Schedule mentioned hereinabove.
- 12.** Betterment and/or development charges and any other tax, duty, levy or charges that may be imposed or charged, if any, in connection with the construction or transfer of the said Unit/s/ Flat/s/Car parking space/s and space/s unto and in favour of the Purchaser/s herein.

THE FIFTH SCHEDULE ABOVE REFERRED TO
COMMON SERVICE

The common services as stated above shall be declared before the competent authority under West Bengal Ownership Apartment Act, 1972 as amended up to date. AND after obtaining certificate copy of this conveyance the OWNERS of all flats shall comply with the competent Authority under West Bengal Ownership Apartment Act, 1972 as amended up to date in Form Apartment Ownership Association Act.

IN WITNESSES WHEREOF, OWNERS CUM SELLER CUM VENDOR and the PURCHASER CUM VENDEE and WITNESSES after knowing the purpose and meaning of this deed, made over and read over to them by the witnesses in their another tongue and after satisfaction put their signatures in good health and open mind on **date written above.**

The **SELLER CUM LANDLORD,** the **DEVELOPER CUM CONFIRMING PARTY** and the **PURCHASER cum VENDEE** have read the entire Deed and acknowledged and admitted it's all parts and contents and satisfied thereto and agreed to put their signatures in the last page of this Deed and the substance and crux of the entire Deed will deemed to be absolutely final and no part of the Deed will be challengeable ever.

WITNESSES:-

1.

SIGNATURES OF THE SELLER cum VENDOR

2.

**SIGNATURES OF THE DEVELOPER cum
CONFIRMING PARTY**

SIGNATURES OF THE PURCHASER cum VENDEE

Drafted by me as per the instruction of the
Parties & typed in My Office:-

Advocate
Burdwan District Judges Court
Enrollment No.