

DEED OF CONVEYANCE

One self contained residential **Flat/Commercial Space** bearing No: **on the**
___floor.....side, admeasuring Capet area of **___Sq Ft,** more or less,
along with Car Parking Space, admeasuring area of.....sq ft, having
marked as, at the Commercial cum Residential Apartment named
“**RADHAKUNJA APARTMENT**” at Dist- Purba Bardhaman, P.s.-
Burdwan Sadar, within the area of Baikunthapur-II Gram Panchayat.

THIS DEED OF CONVEYANCE is made on thisday of.....’

By and Between

MR DEBASISH DEY, PAN-ACZPD8582D, S/o-LateHaranath Dey, by nationality- Indian, by
Occupation:- Business, resident of Baranilpur Uttarpara, P.o.- Sripally, P.s.-Bardhaman, District-
PurbaBardhaman, Pin-713103, West Bengal, India, hereinafter referred to and called for the
sake of brevity as the **LAND OWNER** (Which term or 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 **FIRST PART**

AND

JOY MAA KAMAKHYA CONSTRUCTION PRIVATE LIMITED, a Company,
having its CIN No.U45309WB2022PTC252563, PAN-AAFCJ5474P, represented by its
Chairman **MR. DEBASISH DEY, PAN-AEHPD1594B,** S/o- Late Haranath Dey, by
nationality- Indian, by Occupation- Business, resident of resident of Baronilpur, P.o-
Sripally, Dist- Purba Bardhaman, Pin-713103, hereinafter referred to and called for the
sake of brevity as the **DEVELOPER** (Which term or expression shall unless excluded by
or repugnant to the subject or context be deemed to mean and include its executors,
administrators, legal representatives and assigns) of the **SECOND PART.**

AND

Mr./Ms. _____, (PAN.....Aadhar no.

_____) S/D/W/O- _____, aged about _____, residing at _____, hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

WHEREAS the Land, measuring an area of 7255 Sq.ft. and 3232 sq.ft, located at Dist.- Purba Bardhaman, P.s.- Burdwan Sadar, Mouza- Kanainatshal, comprised in R.S. & L.R. Plot No.211/669& 211/671 respectively, within the limits of the Burdwan Municipality, which were duly converted from "Suna" to "Bastu", vide order passed in Conversion Case No. 212/BDN-II/2016, which was communicated vide Memo No. Conv.32/(212/BDN-II/2016)/820/SDL&LRO(N)BDN/2016dated 14.04.2016 and Conversion Case No. 156/2016, which was communicated vide Memo No. 33/(156/2016)/876/LM/16, dated 28.01.2016, more fully described in the FIRST Schedule hereunder, originally belonged to one Santosh Kumar Mondal, who during his Ownership and possession on recording his name in the R.S.R.O.R under Khatian No.183died, leaving behind his wife named Kamala Bala Mondal, and sons and daughters including one son named Nikhil Mondal @ Nikhil Kumar Mondal and the legal heirs of Santosh Kumar Mondal including his son Nikhil Kumar Mondal has become co-sharers of the aforesaid property as per Hindu Law and Succession, in equal proportions. Subsequently, by dint of decree passed in T.S. No.50/1986/60/1982 by the Asst. Dist. Judge, 1st Court, Burdwan, aforesaid Nikhil Mondal @ Nikhil Kumar Mondal became the sole and absolute owner of the property, more fully described in the FIRST Schedule hereunder.

AND WHEREAS thereafter, said Nikhil Mondal @ Nikhil Kumar Mondal during his Ownership and possession of the aforesaid 'Bastu' class of land, comprised in R.S. & L.R. Plot No.211/669& 211/671 admeasuring an area 7255 Sq. ft., and 3232 Sq. ft. of land more or less, more fully described in the FIRST Schedule hereunder transferred the same to one Anil Chandra Das and his wife Shankari Das by dint of a Deed of Sale bearing No.9416, for the year' 2009, recorded in Book No.-I., C.D. Vol. No.-29, Page No.- 233 to 245, registered at the Office of the then Additional District Sub-Registrar, Burdwan who, thereafter, duly recording their name in the L.R.R.O.R under Khatian No.2511&2512 started to possess and enjoy the same in ejmal. Subsequently, aforesaid Anil Chandra Das transferred his portion/share, i.e., undefined and undemarcated 3627.5 Sq.ft of R.S. and L.R. Plot No. 211/669 and undefined and undemarcated 1616 Sq.ft of R.S. and

L.R./ Plot No. 211/671 in favour of his aforesaid wife Shankari Das by dint of two Deed of Gift Deeds being No. **7867** for the year 2013, recorded in Book No.-I., C.D. Vol. No.-29, Page No.- 3812 to 3822, and **7869** for the year 2013, recorded in Book No.-I., C.D. Vol. No.-30, Page No.- 13 to 23, both were registered at the Office of the then Additional District Sub-Registrar, Burdwan. After becoming the sole owner of the 7255 sq.ft and 3232 sq.ft of R.S. & L.R. Plot No.211/669 & 211/671 by the strength of aforesaid means said Sankari Das transferred the 7255 Sq.ft of R.S. & L.R. Plot No. 211/669 and 3232 sq.ft 211/671, more fully described in the FIRST Schedule hereunder in favour of his full-blooded brother, i.e., Mr. Debasis Dey by way of two Deed of Gift being No. **7868** for the year'2013 recorded in Book No. I, CD. Vol. No. 29 Pages from 3823 to 3833 and **7870** for the year'2013 recorded in Book No. I, C.D. Vol. No. 30 page 24 to 34 both were registered at the office of the Additional District Sub-Registrar, Bardhaman, which is more fully described in the First Schedule hereunder and enjoy the same.

AND WHEREAS the 'Bastu' Class of Land, measuring an area **2837** Sq.ft and **44** Sq.ft, respectively located at Dist.- Purba Bardhaman, P.S.- Burdwan Sadar, Mouza-Kanainatshal, appertaining to R.S. Khatian nos. 206, 209, comprised in R.S. & L.R. Plot No. 211/670 & 214, within the limits of the Burdwan Municipality, more fully described in the FIRST Schedule hereunder originally belongs to one Hrisikesh Adak, who during his Ownership and possession on recording his name in the R.S.R.O.R under Khatian No.206 and 209 died, leaving behind his wife named Bhivarani Adak, four sons named Sachindranath Adak, Ajit Adak, Sujit Adak, Abanikanta Adak and four daughters named Uma Das, Kanaklata Hazra, Arati Das and Sandhya Das who became co-sharers of the property as per Hindu Law and Succession, more fully described in FIRST Schedule hereunder in equal proportions. Subsequently, by dint of registered Deed of Gift bearing no. 1718 for the year 2006, registered at the Office of D.S.R. - II, Burdwan, Deed of Partition being No. 8382 for the year 2010, registered at the Office of A.D.S.R. Burdwan, and Deed of Declaration bearing No. 8739 for the year 2012, registered at the office of A.D.S.R. Burdwan, the aforesaid Sachindranath Adak and Ajit Adak became owner of the aforesaid 2837 Sq.ft. of R.S. & L.R. Plot No. 211/670 and 44 Sq.ft of R.S. and L.R. Plot No. 214. Subsequently, they transferred the same in favour of Abhijit Bose and Biswajit Bose, by dint of Deed of Sale being No. 9233 for the year' 2012, recorded in the book No. I, CD Vol. No. 38, Page No. 1241 to 1254, registered at the Office of the A.D.S.R. Burdwan, who were after duly recording their name in present L.R. R.O.R. during their Ownership and possession doing conversion of the 44 Sq.ft of land comprised in R.S. and

L.R. Plot No. 214 from “Suna” to “Bastu” vide order passed in Conversion Case No. 32 of 2016 which was communicated vide Memo No. 33/(32/2016)/676/LM/16 dated 08.02.2016, issued by the B.L. & L.R.O. Sadar – II, during their Ownership and possession transferred the said 2837 Sq.ft and 44 Sq.ft of land, R.S. & L.R. Plot No. 211/670 & 214 to one Rama Bose by dint of Deed bearing No. 7606 for the year 2022, registered at the Office of the A.D.S.R. Burdwan, who subsequently, during her Ownership and possession transferred the same to her full-blooded brother Mr. Debasisi Dey, i.e., the Landowner herein by dint of Deed of Gift No. **7914** for the year’ 2022, registered at the Office of the then Additional District Sub-Registrar, Burdwanin Book No.-I., Vol. No.-0203-2022, Page No.- 194658 to 194680.

AND WHEREAS in the aforesaid manner by dint of aforesaid 3 Deeds of Gifts being No. 7868 for the year’ 2013, 7870 for the year’ 2013 and 7914 for the year’ 2022 after becoming owner of the defined and demarcated total 13,368 Sq.ft, more or less, more fully described in the FIRST Schedule hereunder, the Landowner on duly recording his name in the L.R.R.O.R under Khatian No.3100,3607 & 4961, during his possession for a considerable period of time have been thinking of developing multi-storied Residential cum Commercial Complex, consisted of commercial spaces, several self-contained Flats and Parking spaces, thereon, in such manner as may yield him greater advantage and financial benefits. Accordingly, the Landowner has already obtained building plan from the Burdwan Municipality, vide Building Plan Permit No. SWS-OBPAS/1201/2024/0855 dated 22.08.2024 to set-up residential cum commercial complex in the name of “RADHAKUNJA APARTMENT ”. But as the LAND OWNER herein neither has experience, adequate and appropriate skill and knowledge nor has the capacity and ability, both financially and technically to implement the aforesaid project as such he has been searching for competent DEVELOPER. **Having learnt** of intention of the OWNER, the DEVELOPER herein, which is a highly reputed Developer, having vast experience, knowledge and skill in the field of real estate development, upon making inspection and search and having been duly satisfied as to marketable title of the land, *more fully described in the FIRST Schedule hereunder*, had approached the OWNER with an offer to develop the Said Land at its own costs and expenses and in such manner which will afford the OWNER herein greater financial advantage and benefits. The OWNER herein, having been satisfied about competency and reputation, engaged the DEVELOPER herein to develop Multi-Storied Commercial cum Residential Apartment in the name “RADHAKUNJA APARTMENT ”, consisted of several self-contained Flats, Commercial

Spaces, Parking spaces, TOGETHER WITH other amenities and common facilities on 'Bastu' class of land, *more fully described in the FIRST Schedule hereunder*, by executing Development Agreement bearing No. **020306961** for the year'2024, recorded in Book No-I, Volume No. 0203-2024, Page from 167458 to 167504, registered at the office of A.D.S.R, Purba Bardhaman, as well as in pursuance of terms and conditions contained in aforesaid registered Development Agreement, the OWNER herein has appointed the DEVELOPER herein as their lawfully constituted attorney vide *registered Deed of Developer's Power of Attorney being No. 020306972 for the year'2024, recorded in Book No-I, Volume No. 0203-2024, Page from 167775 to 167805*, registered at the office of A.D.S.R, Purba Bardhaman inter alia permitting the Developer herein to enter into agreements for sale with prospective ALLOTTEE for sale of Flats and Car Parking Space and also to sign, execute and admit necessary Deeds of Conveyance as well as for the purpose of implementation and/or completion of aforesaid Multi-Storied Commercial cum Residential Apartment in the name "RADHAKUNJA APARTMENT". The other necessary clearances and approvals were also obtained from the concerned authorities for completion of the construction of the aforesaid Multi-Storied Commercial cum Residential Apartment in the name "RADHAKUNJA APARTMENT" in accordance with the Sanctioned building Plan.

AND WHEREAS the DEVELOPER herein has registered the Project under the provisions of the RERA Act with the Real Estate Regulatory Authority at West Bengal, Kolkata onunder registration no._____ The ALLOTTEE had applied for a Flat and Car Parking Space in the Project and in accordance with the terms and conditions set out in the Agreement for Sale being No.....for the year'.....and as mutually agreed upon by and between the Parties, the OWNERS and DEVELOPER hereby agree to sell and the ALLOTTEE hereby agrees to purchase the Flat No.....having Carpet area of..... square feet, more or less, onfloor.....side with garage/parking No._____admeasuring_____square feet, more or less, in the Ground Floor, as permissible under the applicable law, *more particularly described in SECOND Schedule hereunder*, TOGETHER WITH prorate share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the RERA Act, more particularly described in FIRST Schedule hereunder at or for the total consideration amount of Rs.....

AND WHEREAS thereafter, in due course the DEVELOPER herein has caused construction and completed construction of the Multi-Storied Commercial cum Residential

Complex “RADHAKUNJA APARTMENT ” in accordance with the sanctioned building Plan and obtained the **Completion Certificate** from **Burdwan Municipality** on and have issued to the Purchaser(s) the Notice of delivery of Possession the Flat in terms of the aforesaid Agreement for Sale . The Purchaser(s) having inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Unit, has been taken over vacant and peaceful possession thereof prior to the date of execution of the instant DEED and have no claim and/or demand of whatsoever nature include pecuniary.

AND WHEREAS now the OWNERS and the DEVELOPER have agreed to execute and register these presents to transfer the lawful ownership and title in terms of the aforesaid Sale Agreement in the manner as hereinafter contained in favour of the ALLOTTEE. It is recorded that at or before execution of these presents, the ALLOTTEE herein have by obtaining independent professional services, examined and fully satisfied himself/ herself/ themselves as to the total measurement including the Super Built-Up Area thereof, the specifications of materials used for construction of the said **Flat/Commercial Space and Car Parking Space**, *more particularly described in SECOND Schedule hereunder* and the Apartment named “RADHAKUNJA APARTMENT ” and have agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives their respective right, if any, to do so.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid Agreement for Sale being No.....for the year’.....and in consideration of the sum of **Rs...../- (Rupees.....only)** which have already paid by the ALLOTTEE to the OWNERS and the DEVELOPER at or before the execution hereof (the receipt whereof the OWNERS and the DEVELOPER doth hereby admit and acknowledge as per memo of consideration hereunder written), the OWNERS and the DEVELOPER do and each of them doth hereby grant, convey, sell, transfer, release, assign and assure unto and in favour of the ALLOTTEE **ALL THAT** the Flat, bearing **No.....on the Floor.....side**, admeasuring Carpet Area of.....**Sq. ft.**, more or less, with Garage/Parking No.....ad measuring_____square feet, more or less, in the Ground Floor, as permissible under the applicable law, *more particularly described in SECOND Schedule hereunder* (all hereinafter collectively referred to as “the **Said Unit**”) **TOGETHER WITH** proportionate undivided share in the land, as more fully mentioned and described in the **FIRST SCHEDULE** hereunder written and

attributable to the Said Flat and Car Parking **TOGETHER WITH** proportionate undivided share in the Common Portions, more fully mentioned and described in the **THIRD SCHEDULE** hereunder written and attributable to the Said Flat and Car Parking, **AND TOGETHER ALSO WITH** the right to use and enjoy the Common Portions in common with the other Unit Owners of the Complex all the estate right title interest property claim and demand whatsoever of the OWNERS and/or the DEVELOPER into or upon the Said Unit **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Unit **TO HAVE AND TO HOLD** the Said Unit and every part thereof unto and to the use of the ALLOTTEE absolutely and forever **SUBJECT NEVERTHELESS TO** the ALLOTTEE'S covenant(s) and agreement(s) hereunder contained and on the part of the ALLOTTEE to be observed fulfilled and performed (including the terms, conditions, restrictions covenants and obligations set forth in the **FIFTH SCHEDULE** hereunder written) **AND ALSO SUBJECT** to ALLOTTEE'S paying and discharging all municipal and other rates taxes and impositions on the Said Unit wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately and all other outgoings in connection with the Said Unit wholly and the Premises and in particular the Common Portions proportionately.

OWNERS AND DEVELOPER'S COVENANTS

THE OWNERS AND THE DEVELOPER DO AND EACH OF THEM DO TH HERE BY COVENANT WITH THE ALLOTTEE as follows:-

- i) The right, title and interest which the OWNERS and the DEVELOPER doth hereby profess to transfer subsists and that the OWNERS and the DEVELOPER have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the ALLOTTEE, the Said Unit, *more particularly described in SECOND Schedule hereunder*, in the manner aforesaid.
- ii) It shall be lawful for the ALLOTTEE, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the OWNERS or the DEVELOPER or any person or persons claiming through under or in trust for them or any of them **AND** free and clear from and against all manner of encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.
- iii) The DEVELOPER for the time being and subsequently the Association or Maintenance Company, after handing over the charge of maintenance and management of the Complex to the Association or Maintenance Company by the DEVELOPER, shall from time to time and at all times hereafter upon every reasonable request and at the cost

of the ALLOTTEE do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Said Unit hereby granted, sold conveyed and transferred unto and to the ALLOTTEE in the manner aforesaid as shall or may be reasonably required by the ALLOTTEE.

iv) The DEVELOPER for the time being and the Association or Maintenance Company, upon the DEVELOPER handing over all relevant documents in respect of the said Multi-Storied Commercial cum Residential building named “RADHAKUNJA APARTMENT ” to the Association or Maintenance Company, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the ALLOTTEE produce or cause to be produced to the ALLOTTEE or to his/her/their attorney or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Complex and also shall at the request and costs of the ALLOTTEE deliver to the ALLOTTEE such attested or other copies or extracts there from as the ALLOTTEE may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncancelled.

ALLOTTEE’ COVENANTS

THE ALLOTTEE DO HEREBY COVENANT WITH THE OWNERS AND THE DEVELOPER as follows:-

1. The ALLOTTEE agree(s) and bind himself/ herself/ themselves that the ALLOTTEE shall and will at all times hereafter abide by and observe the restrictions (a) set-forth in the **FIFTH SCHEDULE** hereunder written.

2. The ALLOTTEE has/have also examined and satisfied themselves about all the permissions issued by the concerned authorities including those relating to occupation of the Buildings, installation, maintenance and user of lift and other utilities and facilities at the Multi-Storied Commercial cum Residential building named “RADHAKUNJA APARTMENT ” and rules made there under and has also acquainted and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.

3. As from the date hereof, the ALLOTTEE agree(s) and bind **himself/ herself/ themselves** to regularly and punctually pay the following amounts and outgoings:-

a) Municipal rates and taxes, surcharge and water tax, if any and as assessed on the Said Unit, directly to the Burdwan Municipal Authority **provided that** so long as the Said Unit is not separately assessed for the purpose of such rates and taxes, the ALLOTTEE shall pay to the DEVELOPER/Maintenance Agency proportionate share of all such rates and taxes assessed on the Complex.

b) All other impositions, taxes and outgoings including GST, etc. whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Said Unit or on the Complex by any Government or Statutory Authority (ies), wholly in case the same relates to the Said Unit and proportionately

in case the same relates to the Multi-Storied Commercial cum Residential Apartment named “RADHAKUNJA APARTMENT ”, as the case may be.

c) Electricity charges for electricity consumed in or relating to the Said Unit directly to electricity supplying body.

d) Maintenance charges and proportionate share of all Common Expenses (including any contribution towards major repairs, electricity consumption for the common meter, lift, renovation, etc. in or for the Building of the Complex, as may be required at anytime in future) as shall be assessed on the Said Unit and demanded from time to time by the Apartment Owners Association upon its formation. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Apartment Owners Association upon its formation, after taking into account the common services provided at the Multi-Storied Commercial cum Residential Apartment named “RADHAKUNJA APARTMENT”.

4. All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Apartment Owners Association upon its formation, within 7 days of each and every month for which the same becomes due or its nominee in lieu of proper receipt and the ALLOTTEE shall keep the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.

5. The apportionment of the liability of the ALLOTTEE in respect of any item of expenses, tax, duty, levy or outgoings payable by the ALLOTTEE in respect of the said Unit shall be done by the ALLOTTEE and the Association upon its formation and the same shall be final and binding on the ALLOTTEE.

6. The ALLOTTEE shall permit the Apartment Owners Association and their surveyors or agents with or without workmen and others at all reasonable times upon 24 hours prior notice, except in case of emergency, to enter into and upon the Said Unit and every part thereof for the purpose of repairing, reinstating, rebuilding cleaning, lighting and keeping in order and good condition the sewers, drains, pipes, cables, water courses wires structures or other conveniences belonging to or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said Unit and the ALLOTTEE shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Association.

7. From the date of execution hereof and till the continuance of ownership of the Said Unit, the ALLOTTEE shall:

*i) use the Said Unit only for the exclusive purpose of **private dwelling or***

residence of respectable persons in a decent and respectable manner and for no other purposes;

ii) use the Said Vehicle Parking Space, if any right to park a motor vehicle is expressly so granted to the ALLOTTEE hereunder, only for the purpose of parking of their own medium sized motor vehicles;

iii) not use the roof of the Building for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Unit Owners;

iv) use the Common Portions in common with the other Unit Owners of the Complex and only to the extent required for ingress and to egress from the Said Unit and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods, articles, shoe racks, motor cycle, by cycle or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Complex .

8. The ALLOTTEE shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other Unit Owners in the Complex.

9. The ALLOTTEE shall not make any external structural additions or alterations to the Said Unit nor to the Complex nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Complex or the Said Unit and also not to decorate or paint the exterior of the Said Unit otherwise than in the manner as be agreed to by the Association.

10. The ALLOTTEE shall abide by, observe and perform all rules, regulations and restrictions, to be promulgated time to time (including those contained in the **FIFTH SCHEDULE** hereunder written) by the Association or the appropriate authorities for the user and management of every part and in particular the Common Portions of the Multi-Storied Commercial cum Residential Apartment named “RADHAKUNJA APARTMENT”.

MUTUAL COVENANT

IT IS HERE BY MUTUALLY AGREED AND COVENANT BY AND BETWEEN THE PARTIES HERETO as follows:-

a) The properties, benefits and rights hereby conveyed unto and in favour of the ALLOTTEE are and shall be one and shall not be partitioned and the ALLOTTEE shall also not claim any division or partition of the Land, more fully and particularly described in the FIRST Schedule hereunder towards his/her/their proportionate land share appurtenant to the Said Unit. It is further agreed and clarified that any transfer of the Said Unit by the ALLOTTEE shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the ALLOTTEE shall be bound to abide by the rules and regulations framed for the Multi-Storied Commercial cum Residential building named “RADHAKUNJA APARTMENT ” and become a member of the Association.

b) All the units and other constructed areas, if any, as well as the other open and covered spaces in the Multi-Storied Commercial cum Residential Apartment named

“RADHAKUNJA APARTMENT ” shall remain the exclusive property of the Unit Owners proportionately.

c) After the allotment and transfer of all the Units(Flats and Car Parking Space) in the Multi-Storied Commercial cum Residential Apartment named “RADHAKUNJA APARTMENT ” or earlier, as the case may be, the Apartment Owners’ Association shall be formed and the ALLOTTEE and the other Unit Owners shall be the members thereof, each having voting rights therein equivalent to one vote, it being clarified that in case there be more than one ALLOTTEE of a Unit then only one of the such ALLOTTEE shall be entitled to have voting right. The ALLOTTEE shall, along with the other Unit Owners, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the maintenance of the Multi-Storied Commercial cum Residential Apartment named “RADHAKUNJA APARTMENT ”.

d) Until such time the Association is formed and takes charge of the acts relating to the maintenance of the Complex “.....”or until the expiry of three months of a notice in writing given by the DEVELOPER to the ALLOTTEE and the other Unit Owners to take charge of the acts relating to the maintenance of the Multi-Storied Commercial cum Residential Apartment named “RADHAKUNJA APARTMENT ”, whichever be earlier, the DEVELOPER or its nominees shall manage and maintain the Multi-Storied Commercial cum Residential Apartment named “RADHAKUNJA APARTMENT ” and in particular the Common Portions and look after the Common Purposes **subject however** to the ALLOTTEE making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.

e) Upon formation of the Apartment Owners Association and its taking charge of the acts relating to the maintenance of the Multi-Storied Commercial cum Residential Apartment named “RADHAKUNJA APARTMENT ” the rights and obligations with regard to the maintenance of the complex “RADHAKUNJA APARTMENT ”shall be and/or stood transferred by the DEVELOPER to the Association or the Unit Owners. All references to the DEVELOPER herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association and/or the Unit Owners.

f) In the event of the ALLOTTEE fail and/or neglect or refuse to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the ALLOTTEE under these presents, then upon its formation and taking charge of the acts relating to the maintenance of the Multi-Storied Commercial cum Residential Apartment named “RADHAKUNJA APARTMENT ”, the Association shall be entitled to recover the due amount along with interest as well as to take penal measure, in accordance with provision of the law of the land, against the defaulter ALLOTTEE.

g) The Apartment shall together at all times as a housing complex bear the name

“RADHAKUNJA APARTMENT ” and none else.

h) These presents constitutes the entire understanding between the Parties and shall have overriding effect on all earlier agreements, contracts and understanding, if any, made between the Parties prior to execution of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO

(SAID PROPERTY)

All that piece and parcel of ‘BASTU’ class of Land, measuring an area of **4320** Sq. ft, more or less, situated at P.S.- Burdwan Sadar, Dist.- Purba Bardhaman, Mouza- Balidanga, J.L. No.-35, appertaining to L.R. Khatian No. 6330 & 6331, comprised in R.S. Plot No.- 594, corresponding to L.R. Plot No.-1082, within local limits of Burdwan Municipality under Ward No.14, Holding No.-270, 270/A, 270/B, Mahalla-Choto Balidanga, which is butted and bounded by :-

ON THE NORTH :- LAND OF JOYDEB CHAKRABORTY

ON THE SOUTH :- 8 Ft. WIDE PASSAGE.

ON THE EAST :- HOUSE OF DIPALI SARKAR.

ON THE WEST :- CHOTONILPUR ROAD.

TOGETHER WITH Multi-Storied Commercial cum Residential Apartment named “RADHAKUNJA APARTMENT ” .

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the Self Compact and Self Contained, having Marble/Vitrified Tiles Flooring Flat bearing No....., admeasuring Carpet Area of _____ Square feet, more or less, corresponding to Built-Up area of _____ Square feet, more or less, corresponding to Super Built-Up area of _____ Square feet, more or less, located on the _____ Floor, consisting of Three/ Two/One Bed rooms, One dining-cum-drawing, Two bath cum privies, One kitchen and exclusive balcony area of _____ Square feet be the same a little more or less TOGETHER WITH one Car parking space measuring about _____ Square feet, more or less, at Ground Floor, at the Multi-storied Commercial cum residential Apartment named “RADHAKUNJA APARTMENT ” standing on the land, more fully described in the FIRST Schedule herein above, ALONG WITH proportionate undivided share of FIRST SCHEUDLE mentioned land and Common Portions, right to use and enjoy common facilities, utilities, benefits and other appurtenance which is to be used as common between all the co-owner of the said property, subject to payment of Common of expenses in due time. *The said Flat/ Commercial Space and car parking spaces have been*

delineated with “RED” border line in the Plans/Maps annexed herewith , which are attached hereto being the part of these presents.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Common Portions)

1. Common areas and installations in respect where of only the right of user in common shall be granted to the ALLOTTEE:-
 - a) Land on which the building is located and all easement rights and appurtenances belonging to the said land and building.
 - b) Roof right.
 - c) Staircase and Staircase landing, Lift and lift landings on all floors of the new Building.
 - d) Common passage and lobby on the ground floor for garage/parking space area of the new Complex.
 - e) Water pump, water tank, water pipes and other common plumbing installations.
 - f) Electrical Substation/Transformer, electrical wiring meter room, and fittings (excluding those as are installed for any particular unit).
 - g) Water and sewerage evacuation pipes from the units to drains and sewers common to the Complex (s).
 - h) Drainage, sewers and pipes, from the building to the Municipal drainage.
 - i) Boundary walls and main gates of the Complex.
 - j) Duct, Caretaker /Security Room, Toilet for Driver/Security.
 - k) CCTV
 - l) The Purchaser agrees and acknowledges that no right of access or use will be permitted to the Purchaser, his/her men, agents or representatives in respect of such of the above Common Portions which are not considered suitable and/or necessary for such access/use by the DEVELOPER including those areas and/or spaces in the Premises which have been earmarked by the DEVELOPER exclusively for commercial use.
 - m) Common installations and/or facilities for which proportionate additional costs are to be paid by the Purchaser:
 - (i) Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity
 - (ii) Common power generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Flats.
 - (iii) Integrated Communication facilities.
 - (iv) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section-A above.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

MAINTENANCE: All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipments, installations and accessories for common services, utilities and facilities (including the outer walls of the Building), Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity, Common power generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Flats, Integrated Communication facilities, Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises.

OPERATIONAL: All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including lifts, water pump with motor etc.).

STAFF: The salaries of and all other expenses on the staff to be employed for the Common Purposes.

ASSOCIATION:- Establishment and all other expenses of the Association and also similar expenses of the DEVELOPER or any agency looking after the Common Purposes until handing over the same to the Association.

TAXES: Municipal and other rates, taxes and levies and all other outgoings in respect of the Complex or any part thereof (save those assessed separately in respect of the Said Unit/Flat).

COMMON UTILITIES: Expenses for serving/supply of common facilities and utilities (including electricity & water etc.) and all charges incidental thereto.

OTHERS: All other expenses and/or outgoings incur by the Association for the Common Purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Restrictions imposed on the ALLOTTEE).

1. The ALLOTTEE agree, undertake and covenant to:-
 - a) comply with and observe the rules, regulations and bye-laws framed by the Association from time to time;
 - b) permit the Association and its respective men, agents and workmen to enter into the said Flat for the Common Purposes of the Complex;
 - c) deposit the amounts for various purposes as may be required by the Association;
 - d) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Complex;
 - e) keep the said Flat and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the Complex in good condition so as to support shelter and protect and keep habitable the other Flats /parts of the Complex;
 - f) not to make any form of structural alteration or damage the beams and columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

- g) use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat and to enjoy utilities;
- h) sign and deliver all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Flat from the service provider in the name of the ALLOTTEE;
- i) bear and pay the Common Expenses and other outgoings in respect of the Complex proportionately and the said Unit wholly;
- j) pay Municipal Taxes and all other rates taxes, levies, duties, charges and impositions, outgoings and expenses in respect of the Complex proportionately and the said Unit wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Authority;
- k) pay monthly common area maintenance charges for the maintenance of the Complex, open areas, common areas and passages, at such rate as may be quantified by the Association;
- l) pay for WiFi, integrated communication facilities, CCTV and other utilities consumed in or relating to the said Unit;
- m) allow the other Unit Owners the right of easements and/or quasi-easements;
- n) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, which ever be earlier;
- o) observe and comply with such other covenants as be deemed reasonable by the Association for the Common Purposes;
- p) not to use the said Flat or permit the same to be used for any purpose other than private dwelling place of families;
- q) not to do or suffer any thing to be done in or about for the said Flat which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the said Flat or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;
- r) not to demolish or cause to be demolished the said Flat or any part thereof at any time or any part of the said Complex or the fittings and fixtures thereof;
- s) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Flat;
- t) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Flat;
- u) not to put any name plate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Association Provided however that nothing contained herein shall prevent the Purchaser from putting a decent name plate on the outer face of the main door of the said Flat;
- v) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof;
- w) permission should be obtain from the Owners, once formed from the Association regarding any installation and the design of the said Grill.
- x) not to decorate the exterior of the Complex otherwise than in the manner agreed by the Association in writing or in the manner as nearly as may be in which it was previously decorate.

- y) not to store or permit any one to store any goods or things and neither to deposit or throw or permit to be deposited or thrown any garbage, dirt, rubbish or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Complex;
- z) not to claim partition or sub division of the Land comprised in the Complex underneath the Building and/or the Common Portions towards its Proportionate undivided share attributable to the said Flat or any part thereof.
- aa) not to partition the said Flat by metes and bounds;
- bb) not to shift or obstruct any windows or lights in the said Flat or the Complex;
- cc) not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car (s) or two wheeler(s) of the ALLOTTEE, if any, mentioned in the **SECOND SCHEDULE** hereto and ALLOTTEE shall always cooperate with other Unit Owners for ingress and egress of their respective Car/Vehicle/Motor Cycle from their respective Car parking Space of the Complex by mutual understanding amongst them.
- dd) not to park any car or two-wheeler in the Premises if the ALLOTTEE have not been allotted any Vehicle Parking Space.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
(Rights on Purchaser's Default)

- a) In case of default / delay in making payment of any amount payable under these presents (including in particular the Common Expenses and electricity charges) or otherwise by the Purchaser to the Association upon its formation, interest shall be payable by the Purchaser at the agreed rate of percent per annum from the due date till the date of payment.
- b) In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser to perform or comply with any of the terms conditions covenants undertakings, stipulations, restrictions, prohibitions and/or obligations in respect of the Said Unit continuing for more than 2 months, then the Association upon its formation shall be entitled to issue a notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Purchaser does not comply with the said notice to the satisfaction of the Association, as the case may be, then the Association, as the case may be, shall be entitled to invoke their rights under these presents and the Purchaser shall in addition be liable to pay to the Association, compensation and/or damages that may be quantified by the Association.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at Burdwan Town in the presence of attesting witness, on the day, month, year first above written.

SIGNED AND DELIVERED by the PARTIES herein

at Burdwan Town in presence of:

1.

Signatures of the Chairman of **JOY
MAAKAMAKHYA CONSTRUCTION
PRIVATE LIMITED** as DEVELOPER as well
as Lawfully Constituted Attorney of the
OWNER.

2.

Signature of the ALLOTTEE

MEMO OF CONSIDERATION

RECEIVED from the ALLOTTEE sum of Rs...../- (Rupees), payable under these presents as total consideration amount, as per memo below :-

Date	Mode of Payment	Amount
TOTAL		Rs...../-

Signatures of the Chairman of **JOY MAAKAMAKHYA CONSTRUCTION PRIVATE LIMITED** as DEVELOPER as well as Lawfully Constituted Attorney of the OWNER.