

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
“.....” 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

(1) **MR. MONA DAS, PAN-ADIPD6842J,** S/o - Late Tirtha Sadhan Das, by
Nationality – Indian, by Occupation- Business, (2) **MRS. LAXMI DAS, PAN-**
AFCPD9033M, W/o- Mr. Mona Das, by Nationality – Indian, by Occupation-House hold
duties, (3) **MR. BUBAI DAS, PAN-DGLPD2995F,** S/o - Mr. Mona Das, by
Nationality – Indian, by Occupation-Service, all are resident of Kanainatshal, Ghor Dour
Chatti, DVC More, P.o.- Sripally, P.s.-Burdwan Sadar, Dist.- Purba Bardhaman, Pin-
713103, hereinafter referred to and called for the sake of brevity as the “ **OWNERS** ”
(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,** represented by their lawfully Constituted Attorney,
DISA ENTERPRISE, PAN- AAMFD1174C, a Partnership Firm, *appointed vide*
registered Deed of Power of Attorney being No.....for the year’2024, having

its office at Baronilpur Road, Near Zila Sainik Bhawan, P.S.- Sripally, P.S- Burdwan Sadar, Dist.- Purba Bardhaman, Pin-713103, represented by its partners namely **MR. GOURANGA SUNDAR MONDAL, PAN-AKNPM2314G**, S/o- Late Sanat Kumar Mondal, by Nationality – Indian, by Occupation- Business, residing at Baronilpur Road, Near Zila Sainik Bhawan, P.o.- Sripally, P.s- Burdwan Sadar, Dist.- Purba Bardhaman, Pin-713103, **SMT. SANJANA MONDAL, PAN-BVXPM2890M**, W/o- Mr. Gouranga Sundar Mondal, by Nationality– Indian, by Occupation- Business, resident of Baronilpur Road, Near Zila Sainik Bhawan, P.o.- Sripally, P.s.- Burdwan Sadar, Dist.- Purba Bardhaman, Pin-713103, and **MR.ALOKE BHATTACHARJEE,PAN- AMXPB0950F**, S/o- Late Chandi Charan Bhattacharjee, by Nationality-Indian, by Occupation- Business, residing at Boronilpur, Purbapally, P.o.-Sripally, P.s.-Burdwan Sadar, Dist- Purba Bardhaman, Pin-713103.

AND

DISA ENTERPRISE, PAN- AAMFD1174C, a Partnership Firm having its office at Baronilpur Road, Near Zila Sainik Bhawan, P.S.- Sripally, P.S- Burdwan Sadar, Dist.- Purba Bardhaman, Pin-713103, represented by its partners namely **MR. GOURANGA SUNDAR MONDAL, PAN-AKNPM2314G**, S/o- Late Sanat Kumar Mondal, by Nationality – Indian, by Occupation- Business, residing at Baronilpur Road, Near Zila Sainik Bhawan, P.o.- Sripally, P.s- Burdwan Sadar, Dist.- Purba Bardhaman, Pin-713103, **SMT. SANJANA MONDAL, PAN-BVXPM2890M**, W/o- Mr. Gouranga Sundar Mondal, by Nationality– Indian, by Occupation- Business, resident of Baronilpur Road, Near Zila Sainik Bhawan, P.o.- Sripally, P.s.- Burdwan Sadar, Dist.- Purba Bardhaman, Pin-713103, and **MR.ALOKE BHATTACHARJEE,PAN- AMXPB0950F**, S/o- Late Chandi Charan Bhattacharjee, by Nationality-Indian, by Occupation- Business, residing at Boronilpur, Purbapally, P.o.-Sripally, P.s.-Burdwan Sadar, 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 heirs, 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 one Rajendralal Bhattacharyya was original owner of the land located at P.S.- Burdwan Sadar, Dist.-Burdwan (Now Purba Bardhaman), Mouza- Kanainatshal, J.L.No.- 76, appertaining to R.S. Khatian No.-7, comprised in R.S. Plot No.347, who after recording his name in R.S.R.O.R as well as subsequent L.R.R.O.R, during his ownership and possession, expired leaving behind his wife named Pratibha Sundari Devi, his sons named Atindranath Bhattacharyya, Samirendranath Bhattacharyya, Salil Kumar Bhattacharyya, Rabindranath Bhattacharyya, Rathindranath Bhattacharyyaas well as his daughters named Gitarani Mukherjee, Gayatri Banerjee, Arati Banerjee, Bharati Mahata, Pranati Banerjee, Ratna Mukherjee as his legal heirs and successors, who became owners of aforesaid R.S. Plot No.347, in ejmal, each having equal share therein, who were subsequently during their ejmal ownership and possession transferred defined and demarcated **2880** Sq. ft of land of aforesaid R.S. Plot No. 347, appertaining to R.S Khatian No.7 in favour of Mr. Mona Das, i.e. the Land Owner No.1 herein by dint of Deed of Sale being No.5786 for the year'1994,recorded in Book No.-I, Vol. No.102, Page 1 to 5, registered at the office of District Sub-Register of Burdwan.

AND WHEREAS Basanta Kumar Das and Bhushan Chandra Das were original owners of the land located at P.S.-Burdwan Sadar, Dist.-Burdwan (Now Purba Bardhaman), Mouza- Kanainatshal, J.L.No.-76, appertaining to R.S. Khatian No.- 34, comprised in R.S. Plot No.348, having total area of 95 satak. Aforesaid Basanta Kumar Das and Bhushan Chandra Das, after duly recording their names in the R.S.R.O.R. during their ownership and

possession, in ejmal, each having half(1/2) share therein, Basanta Kumar Das expired leaving behind his son Naba Kumar Das as his legal heirs and successors. Subsequently, Bhushan Chandra Das also expired leaving behind his sons named Narayan Chandra Das, Ajoy Kumar Das and Mohon Chandra Das as his legal heirs and successors. After demise of aforesaid Basanta Kumar Das and Bhushan Chandra Das, their sons named Naba Kumar Das, Narayan Chandra Das, Ajoy Kumar Das and Mohon Chandra Das became owners of aforesaid 95 satak of land, comprised in R.S Plot No. 348, in ejmal, as per Hindu Law of Succession, who were subsequently, during their ownership and possession in ejmal, transferred defined and demarcated **2160** Sq. ft of land by dint of Deed of Sale being No.2989 for the year'2000, registered at the office of A.D.S.R, Burdwan, recorded in Book No. I, Vol. No.92, Page no 43 to 49 in favour of Mr. Mona Das, i.e., the Land Owner No. 1 herein and defined and demarcated **2882.5** Sq. ft of land by dint of Deed of Sale being No.2993 for the year'2000, registered at the office of A.D.S.R, Burdwan, recorded in Book No. I, Vol. No.92, Page no 74 to 80 in favour of Smt. Laxmi Rani Das, i.e. the Land Owner No. 2 herein and defined and demarcated **1870** Sq. ft of land by dint of Deed of Sale being No.2728 for the year'2001, registered at the office of A.D.S.R, Burdwan, recorded in Book No. I, Vol. No.85, Page no 77 to 83 in favour of Mr. Bubai Das, i.e., the Land Owner No. 3 herein.

AND WHEREAS after becoming owners of defined and demarcated total 9792.5 Sq. ft of land, *more fully described in the FIRST Schedule hereunder*, (hereinafter referred to as '**the Said Land**'), the OWNERS herein after duly mutating their name in the present L.R.R.O.R. during their ownership and possession of the Said Land for considerable period of time have been thinking of developing Multi-Storied Commercial cum Residential Complex consisted of several self contained Flats and Parking spaces, in such manner as may yield them greater advantage and financial benefit. Having learnt of intention of the OWNERS, 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 OWNERS with an offer to develop the Said Land at its own costs and expenses and in such manner which will afford the OWNERS herein greater financial advantage and benefits. The OWNERS herein, having been satisfied about competency and reputation, engaged the DEVELOPER herein to develop Multi-Storied Commercial cum Residential Complex in the name “.....”, 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..... for the year’2024, recorded in Book No-I, Volume No., Page from to, 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 OWNERS herein have appointed the DEVELOPER herein as their lawfully constituted attorney vide *registered Deed of Developer’s Power of Attorney being No.....for the year’2024*, recorded in Book No-I, Volume No....., Page from to, 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 Complex in the name “.....”. Accordingly, the Developer duly prepared and submitted the building and site plans for the construction of aforesaid Multi-Storied Commercial cum Residential Complex in the name “.....” upon the said property before the Baikunthapur-II **Gram Panchayat** for approvals and the

said Baikunthapur-II Gram Panchayat duly approved and sanctioned the building plans vide approval dated having Building Permit No. 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 Complex in the name “.....” 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 “.....” in accordance with the sanctioned building Plan and obtained the Completion Certificate from Baikunthapur-II Gram Panchayat 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 Building “.....” 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 **FOURTHSCHEDULE** 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 DOTH 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 “.....” 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 residential complex “.....” 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 complex “.....”, 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 complex
“.....”.

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 Complex “.....”.

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 Complex “.....” 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 Complex “.....” 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 Complex “.....” 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 Complex “.....”.

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

Complex “.....”, whichever be earlier, the DEVELOPER or its nominees shall manage and maintain the Complex “.....”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 complex “.....” the rights and obligations with regard to the maintenance of the complex “*DISA INFINITE*” 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 complex “.....”, 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 Complex shall together at all times as a housing complex bear the name “.....” 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 at Dist.-Purba Bardhaman, P.s.-Burdwan Sadar, Mouza- Kanainatshal, J.L No.-76, appertaining to R.S. Khatian No. 7 & 34, L.R. Khatian No.251/2, 738, 737& 860, comprised in:-

<u>R.S & L.R Plot No</u>	<u>Area</u>
347	2880.0 Sq. ft
348	6912.5 Sq. ft

within local limits of Baikunthapur-II Gram Panchayat, which is butted and bounded by :-

ON THE NORTH: - Babu Bhowmik & Om Prakash Pandit.

ON THE SOUTH: - G.T.Road

ON THE EAST :- Road

ON THE WEST :- Shyamal Ghosh

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 building named “.....” 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) Access and/or use of the Community Hall, subject to the approval of the concerned authority shall be permitted in accordance with Rules framed and/or published by the APARTMENT OWNERSHIP ASSOCIATION from time to time, Provided however it is hereby clarified that the APARTMENT OWNERSHIP ASSOCIATION shall at all times have and also hereby reserves its right to allow/grant membership and/or use of the said Hall and/or facilities provided therein to the relatives of the Unit Owners, subject to such terms and conditions as shall be framed by the APARTMENT OWNERSHIP ASSOCIATION for such parties/persons mainly pay and use basis to be constructed/developed later.
- m) The Purchaser agrees and acknowledges that no right of access or use will be permitted to the Purchaser, his 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.
- n) 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 **excluded the commercial space and the area on the roof earmarked for the Commercial use.**

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 the monthly subscription for using the Community Hall and any other facilities if provided by the ALLOTTEE and their family members at such rate as maybe quantified by the Association at the appropriate time;

m) pay for WiFi, integrated communication facilities, CCTV and other utilities consumed in or relating to the said Unit;

n) allow the other Unit Owners the right of easements and/or quasi-easements;

o) 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;

p) observe and comply with such other covenants as be deemed reasonable by the Association for the Common Purposes;

q) not to use the said Flat or permit the same to be used for any purpose other than private dwelling place of families;

r) 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;

s) 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;

t) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Flat;

u) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Flat;

v) 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;

w) 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;

x) permission should be obtain from the Owners, once formed from the Association regarding any installation and the design of the said Grill.

y) 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.

z) 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;

aa) 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.

bb) not to partition the said Flat by metes and bounds;

- cc) not to shift or obstruct any windows or lights in the said Flat or the Complex;
- dd) 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.
- ee) 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 Directors of **DISA
ENTERPRISE** as DEVELOPER as well as
Lawfully Constituted Attorney of the OWNERS

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 Directors of **DISA ENTERPRISE** as DEVELOPER as well as Lawfully Constituted Attorney of the OWNERS