

DRAFT COPY
Of
SALE DEED

**Dist. Purba Bardhaman, P.S. Burdwan Sadar, within Burdwan Municipality
Mouza Borhat. The Sale Valued and the Assessed Market Value of the “B”
Schedule Flat being No. on the Floor with a covered Car
Parking space on being no. the Ground Floor G+IV storied residential
building in the name of 32 Regency amounting to Rs.
...../- (Rupees Only)**

**THIS DEED OF SALE IS MADE AT BURDWAN ON TH DAY OF
2023 BETWEEN**

- 1) SRI AMIYA PRASAD DUTTA (PAN - ADOPD5850A) S/o Late Nirmal
Chandra Dutta, nationality Indian, by faith Hindu, by occupation
Business, resident of 349, B.C. Road, P.O. Rajbati, P.S. Burdwan
Sadar, District Purba Bardhaman, West Bengal - 713104,**

- 2) **SMT. JAYEETA DEY (PAN - AZGPD1314F)** wife of Sri Arnab Dey, nationality Indian, by faith Hindu, by occupation housewife, resident of 349, B.C.Road, P.O. Rajbati, P.S. Burdwan Sadar, District Purba Bardhaman, West Bengal - 713104.
- 3) **MONALISA DUTTA (PAN - BLOPD9140E)** daughter of Sri Amiya Prasad Dutta, nationality Indian, by faith Hindu, by occupation housewife, resident of 349, B.C. Road, P.O. Rajbati, P.S. Burdwan Sadar, District Purba Bardhaman, West Bengal 713104.

hereinafter called the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, assigns, nominee or nominees)

Represented by Attorney vide Development Agreement cum Developer Power being no. 9259 for 2022 registered at the office of A.D.S.R. Burdwan and subsequently Deed of Declaration being no 198 of 2022 registered at the office of A.D.S.R. Burdwan for self -

S. N. CONSTRUCTION (a Proprietorship Firm) represented by Proprietor - **SRI SOUMENDRA TAH (Pan No. ADQPT1080N)** son of Sri Rabindranath Tah, nationality Indian, by faith Hindu, by occupation Business, resident of 55 /A West Lane, KaliBazar, P.O. Burdwan, P.S Bardhaman Sadar, Dist- Purba Bardhaman, West Bengal -713101, hereinafter called the **DEVELOPER FIRM** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns, nominee or nominees) of the **FIRST PART**.

AND

1) (**Pan Card No.**) S/o , nationality Indian, by caste , by occupation , resident of , P.O , P.S , Dist. , West Bengal -

2) (**Pan Card No.**) S/o , nationality Indian, by caste , by occupation , resident of , P.O , P.S , Dist. , West Bengal -

hereinafter called and referred to as “**PURCHASER/S**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, assigns, nominee or nominees) of the **SECOND PART**.

WHEREAS the OWNERS are absolutely seized and possessed of the property described in the “**A**” Schedule below and have acquired a good and absolute right title interest & possession over the “**A**” schedule property.

AND WHEREAS the “**A**” Schedule property, belonged to Gopal Chandra Halder and Nittananda Halder and their names were duly recorded in the R.S.R.O.R and after their demised, the “**A**” schedule property was in possession upon Monimala Halder, Niranjana Halder, Sanjoy Halder, Kiranjoy Halder, Chiranjoy Halder, Anima Dutta, Chamali Dutta, Laxmirani Das & Sumitra Dutta.

AND WHEREAS the said Monimala Halder, Niranjana Halder, Sanjoy Halder, Kiranjoy Halder, Chiranjoy Halder, Anima Dutta, Chamali Dutta, Laxmirani Das & Sumitra Dutta transferred 1275 Sq. Ft. of land in respect of R.S Plot no 490 and 1245 Sq. Ft. of land in respect of R.S Plot no 522 in favour of Ketaki Datta by virtue of being Deed no 834 for 1997 of A.D.S.R Burdwan.

AND WHEREAS the said Monimala Halder, Niranjana Halder, Sanjoy Halder, Kiranjoy Halder, Chiranjoy Halder, Anima Dutta, Chamali Dutta, Laxmirani Das & Sumitra Dutta transferred 2162 Sq. Ft. of land in respect of R.S Plot no 490 in favour of Amiya Prasad Datta by virtue of being Deed no 835 for 1997 of A.D.S.R Burdwan.

AND WHEREAS the said Ketaki Datta died on 27/07/2015 leaving behind her husband Amiya Prasad Datta and two daughters namely Jayeeta Dey & Monalisha Datta.

AND WHEREAS the said Amiya Prasad Datta, Jayeeta Dey & Monalisha Datta, as Owner and in Possession over the “**A**” schedule property, have mutated their names in the office of B.L&L.R.O Burdwan and also in the office of Burdwan Municipality and their names are duly recorded in the L.R.R.O.R being Khatian nos 287, 20047, 20048 & 20049 of Mouza Burdwan.

AND WHEREAS the present OWNERS have obtained a **G+V** storied residential building plan containing several self contained Flats/Units/Parkings etc. from the Burdwan Municipality vide Memo No. 706/E/VII-4 dated 29/10/2018. But for want of time, experience and fund they were unable to complete the project and the present OWNERS were in need of a firm/person/company, who would complete the **G+V** storied residential building project by providing fund from her/his/its/their own source.

AND WHEREAS the DEVELOPER is engaged in civil construction & development of immovable properties. The OWNERS approaches the DEVELOPER to take up the under construction project and to complete the proposed construction work of **G+V** storied residential building by providing fund from his own source.

AND WHEREAS the DEVELOPER has agreed to take up the project and to complete the under construction of **G+V** storied residential building over the “**A**” schedule property by providing his own fund as per sanctioned building plan issued by Burdwan Municipality vide Memo No. 706/E/VII-4 dated 29/10/2018 and the same was renewed on Memo No. 35/E/VII-4 dated 27/06/2023.

AND WHEREAS the OWNERS and DEVELOPER after due discussion over the modus operandi and the terms & conditions of the development, have mutually agreed on condition that the DEVELOPER would complete the construction of the **G+V** storied residential building as per sanctioned plan issued by Burdwan Municipality and with the authority & power to procure intending purchaser/purchasers of flats/units/parking spaces comprising in the **G+V** storied residential building and would make as an agent for the intending purchaser/purchasers to be secured by the DEVELOPER and would also realize the cost of construction of the flats/units/parking spaces and common parts from the intending purchaser/purchasers directly for self and also the cost of the proportionate share of interest in the land described in the “**A**” schedule mentioned hereunder and as would be proportionate to each such flat/unit/parking space and common parts for and on behalf of the OWNERS and upon receipt of such payment from the intending purchaser/purchasers the DEVELOPER shall nominate the intending purchaser/purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces

agreed to be acquired by the intending purchaser/purchasers to the said OWNERS who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land together with flats/units/parking spaces

AND WHEREAS the OWNERS and the DEVELOPER jointly executed a Development Agreement cum Developer Power being no 9259 for 2022 registered at the office of A.D.S.R Burdwan. Be it mention here that some error was found in the said Development Agreement cum Developer Power being no 9259 for 2022 registered at the office of A.D.S.R Burdwan and the same was rectified by a Deed of Declaration being no. IV/198 for 2022 registered at the office of A.D.S.R Burdwan. Be it further mentioned here that the sanctioned building plan issued by Burdwan Municipality vide Memo No. 706/E/VII-4 dated 29/10/2018 was renewed on 27/06/2023 vide Memo No. 35/E/VII-4.

AND WHEREAS, as per terms & condition of the Development Agreement cum Developer Power being no 9259 for 2022 registered at the office of A.D.S.R Burdwan, the **Flat** being no. on the **Floor** a little more or less **Square Feet super Built-up area** with a **Car Parking Space** being no. on the **Ground Floor** a little more or less **120 Square Feet** of the **G+V** storied residential building in the name of **32 Regency** together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto, over the "A" schedule property, which is more fully describe in the **SECOND SCHEDULE**, is allotted in favour of the DEVELOPER for realisation of the cost of the construction.

AND WHEREAS the DEVELOPER as an agent of the OWNERS invites for sell of the **Flat** being no. on the **Floor** a little more or less **Square Feet super Built-up area** for a consideration amount of **Rs./- (Rupees Only) i.e. Rs. /- per Square Feet** and the **Car Parking Space** being no. on the **Ground Floor** a little more or less **120 Square Feet** for a consideration amount of **Rs./- (Rupees Only), total amounting to Rs./- (Rupees Only)** of the **G+V** storied residential building in the name of **32 Regency** together with undivided

proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto, over the “A” schedule property, which is morefully describe in the **SECOND SCHEDULE** and the PURCHASER/S have agreed to purchase the **Flat** being no. on the **Floor** a little moreor less **Square Feet super Built-up area** for a consideration amount of **Rs./- (Rupees Only) i.e. Rs. /- per Square Feet** and the **Car Parking Space** being no. on the **Ground Floor** a little more or less **120 Square Feet** for a consideration amount of **Rs./- (Rupees Only),total amounting to Rs./- (Rupees Only)** of the **G+V** storied residential building in the name of **32 Regency** together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto, over the “A” schedule property, which is morefully describe in the **SECOND SCHEDULE**, which is highest available market price according to the OWNER as well as the DEVELOPER. And the DEVELOPER as agent & representative of the OWNERS executed an Agreement for Sale in favour of the PURCHASER/S and as per conditions of the Agreement for Sale,the **Flat** and/or **covered Car Parking space** is completed in all respect and ready for delivery.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

In pursuance of the Agreement for Sale and in consideration of total sum of **Rs./- (Rupees Only)** paid by the PURCHASER/S to the OWNER through her attorney on or before the execution of these presents, (the receipt whereof the OWNERS as well the DEVELOPER do hereby grant, admit, acknowledge and confirm the same and every part thereof) the OWNERS as well the DEVELOPER doth hereby forever acquit, release exonerate and discharge the undivided impartible proportionate share or interest in the land also the said Flat & Car Parking Space unto the PURCHASER/S and the OWNER doth hereby grant, sale, convey, transfer, assign and assure unto the PURCHASER/S **ALL THAT** piece and parcel of the Bastu class of land a little more or less 0.106 Acres OR a little more or less 4682 Square Feet, comprising in R.S. Plot Nos. 490 (Four Hundred Ninety) & 522 (Five Hundred Twenty Two), L.R. Plot No. 3081 (Three Thousand Eighty One) and L.R. Plot No. 3082 (Three Thousand Eighty Two) appertaining R. S.

Khatian No. 119 (One Hundred Nineteen), L.R. Khatian Nos. 287 (Two Hundred Eighty Seven), 20047 (Twenty Thousand Forty Seven), 20048 (Twenty Thousand Forty Eight) & 20049 (Twenty Thousand Forty Nine) lying and situate at Mouza Burdwan, J.L. No. 30 (Thirty) within the jurisdiction of Burdwan Municipality Ward No. 25 under Holding No. 32, Borhat Mahalla, A. D.S.R. Office & P.S. Burdwan Sadar, Dist. Burdwan (now Purba Bardhaman), in the State of West Bengal, which is described in SCHEDULE "A" hereunder written as well as the **Flat** being no. on the **Floor** a little more or less **Square Feet super built-up area** of the **G+V** storied residential building in the name of **32 Regency**, delineated in the map or plan annexed hereto and therein bordered in "**RED**" color of the map annexed herewith and the covered **Car Parking space** being no. on the **Ground Floor** a little more or less **120 Square Feet** of the **G+V** storied residential building in the name of **32 Regency** SCHEDULE "B" hereunder written AND FURTHER TOGETHER WITH the right to use the common areas, portions, facilities, amenities and installations in the said Building morefully described in the SCHEDULE "C" hereunder written in common with the co-owners and/or occupiers of the other flats/units/covered car parking spaces in the said Building (which is hereinafter called "THE SAID UNDIVIDED SHARE" AND TOGETHER WITH all easements or quasi-easements or other stipulations or provisions for the beneficial use and enjoyment of the SAID FLAT AND/OR CAR PARKING SPACE morefully described in the SCHEDULE "D" hereunder written subject to the terms, conditions, covenants and stipulations morefully described in the SCHEDULE "E" hereunder written AND FURTHER subject to the several restrictions morefully described in the SCHEDULE "F" hereunder written AND ALSO subject to the PURCHASER/S regularly and punctually paying the proportionate costs of maintenance and other expenses as mentioned in the SCHEDULE "G" hereunder written and the rights appurtenant thereto AND reversion or reversions, remainder or remainders and the rents, issues and profits of and in connection with the said Flat and/or Car Parking space undivided proportionate impartible share and interest of land AND all the estate, right, title interest, profits, claim and demand whatsoever both at law and in equity of the OWNERS into and/or upon the said undivided share and the undivided proportionate share or interest in the common portions respectively and every part thereof and all deeds, monument, writings and evidences of title exclusively relating to or concerning and rights appurtenant thereto TO HAVE AND TO HOLD the said Flat and/or Car Parking space with

the said undivided share and interest of land AND TOGETHER WITH the said undivided proportionate impartible share and interest into and upon the said land at the said premises proportionate to the said Flat and/or Car Parking space togetherwith undivided proportionate impartible share and interest hereby conveyed, transferred and assigned unto and to the use of the PURCHASER/S or any part or parcel thereof and the common areas and facilities and the rights appurtenant thereto herein comprised and hereby sold, granted, transferred, conveyed, assured and assigned and confirmed and every part or parts thereof in respect of the said Flat and/or Car Parking space togetherwith undivided proportionate impartible share and interest of land and the common areas, portions and facilities AND TOGETHER WITH the right appurtenant thereto respectively and every of their respective rights, liberties and appurtenances whatsoever unto the PURCHASER/S absolutely and forever free from all encumbrances trust liens and attachments whatsoever and all and every manner or former or other right, liberties, easements or quasi easements privileges profits appendages and appurtenances whatsoever standing and being in and upon or belonging or in anywise appertaining to the said premises hereby conveyed in connection with the beneficial use and enjoyment of the said Flat and/or Car Parking space including undivided impartible proportionate share in the said land with building.

OWNERS AND/OR THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS:-

- a) That notwithstanding any act, deed, matter or thing whatsoever heretofore done committed or knowingly suffered by the OWNERS and/or the DEVELOPER to the contrary, the OWNERS and/or the DEVELOPER are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said proportionate undivided share in the said land and the hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.
- b) That the OWNERS has rightful powers and absolute authorities to sell, grant, transfer and convey the said Flat and/or Car Parking space including undivided impartible proportionate share in the said land and

the DEVELOPER do hereby confirm the sell, grant, transfer and convey of the said Flat and/or Car Parking space with undivided proportionate impartible share and interest of the said land unto and to the use of the PURCHASER/S in the manner aforesaid and according to the true intent and meaning of these present.

- c) That it shall be lawful for the PURCHASER/S at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said proportionate undivided share in the said land and the said Flat and/or Car Parking space togetherwith undivided proportionate impartible share and interest and receive the rents issues and profits thereof without any lawful eviction, interruption, hindrance, disturbance, claim or demand whatsoever from or by the OWNERS or the DEVELOPER or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said proportionate undivided share in the said land through or under or in trust for the OWNERS and the DEVELOPER and free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the OWNERS and the DEVELOPER well and sufficiently saved, defended, kept, harmless and indemnified or from and against all charges lispence and encumbrances whatsoever made done executed or knowingly suffered by the OWNERS and the DEVELOPER.
- d) That the OWNERS and the DEVELOPER or any other persons having lawfully or equitably claiming any estate right, title or interest whatsoever in the said Flat and/or Car Parking space togetherwith undivided proportionate impartible share and interest through or under or in trust for the OWNERS and the DEVELOPER shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER/S do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said Flat and/or Car Parking space togetherwith undivided proportionate impartible share and interest hereby sold granted transferred conveyed assigned and assured and every part thereof unto and to the use of the PURCHASER/S as shall or may be reasonably required.

- e) That the OWNERS shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonably request and at the cost of the PURCHASER/S produce or cause to be produced before the PURCHASERS or Tribunal, Board, Authority or Firm for inspection or otherwise as occasion shall require the deeds and writings in connection with the said land so long as the same shall remain with the OWNERS and shall also at the like request and costs deliver to the PURCHASER/S such attested or other copies of or extracts there from as the PURCHASER/S may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobligated and un-cancelled.
- f) That the DEVELOPER hereby further declare that the DEVELOPER have no right, title and interest whatsoever in the said Flat and/or Car Parking space together with undivided proportionate impartible share and interest, so constructed by itself for and on behalf and at the cost of the PURCHASER/S on the said land comprised in the said premises.
- g) That the OWNERS and/or the DEVELOPER have not done and/or shall not do anything or make any grant or term whereby the right of the PURCHASER/S hereunder may be prejudicially affected and shall make do all such acts, deeds and things as may be necessary to assure the rights available to the PURCHASER/S.
- h) That the OWNERS and/or the DEVELOPER shall duly fulfill and perform all their obligations and covenants elsewhere and herein expressly contained.

I. THE PURCHASER/S DO HEREBY COVENANT WITH THE OWNERS AND THE DEVELOPER AS FOLLOWS:-

- a) That the PURCHASER/S shall perform and observe the covenants and obligations required to be observed and performed and shall also pay costs, expenses, outgoing and obligations mentioned in the SCHEDULE "G" hereunder written.
- b) That the PURCHASER/S shall all times hereafter make payment of all taxes and other rates, taxes, impositions and outgoing arising from the date of handing over possession and that may be imposed from time to time or become payable in respect of the said Flat and/or Car Parking space togetherwith undivided proportionate impartible share and interest.

- c) That the PURCHASER/S shall permit the authorized person of owners' association and their agents with or without workmen and others at all reasonable times on prior appointment to enter into and upon the said Flat and/or Car Parking space for the purpose of repairing, making, reinstalling, rebuilding, cleaning, lighting and keeping in order and good conditions and sewers, drains, pipes, cables, water courses, structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down maintaining, repairing, restoring, testing water pipes, electrical wires and cables for other similar purpose.
- d) That the PURCHASER/S shall keep the said unit in good substantial repair and conditions so as to support and protect the other parts of the said building as she/they now enjoy.
- e) That the PURCHASER/S shall regularly and punctually on receipt of the bills pay the electricity charges on account of the electricity as may be consumed for the said Flat and as may be shown recorded in the meter installed at the space underneath the stair of the ground floor to record consumption of electricity at the premises.
- f) That the PURCHASER/S agree to be a member of the Association of the flat owners for administration and maintenance of common areas and facilities at the said building and further agree to sign and execute all papers, documents and applications, bye-laws, rules and regulations.

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of the said premises)

ALL THAT piece and parcel of the Bastu class of land a little more or less 0.106 Acres OR a little more or less 4682 Square Feet upon which a **G+V** storied residential building in the name of **32 Regency**, comprising in R.S. Plot Nos. 490 (Four Hundred Ninety) & 522 (Five Hundred Twenty Two), L.R. Plot No. 3081 (Three Thousand Eighty One) and L.R. Plot No. 3082 (Three Thousand Eighty Two) appertaining R. S. Khatian No. 119 (One Hundred Nineteen), L.R. Khatian Nos. 287 (Two Hundred Eighty Seven), 20047 (Twenty Thousand Forty Seven), 20048 (Twenty Thousand Forty Eight) & 20049 (Twenty Thousand Forty Nine) lying and situate at Mouza Burdwan, J.L. No. 30 (Thirty) within the jurisdiction of Burdwan Municipality Ward No. 25 under Holding No. 32,

Borhat Mahalla, A. D.S.R. Office & P.S. Burdwan Sadar, Dist. Burdwan
(now Purba Bardhaman), in the State of West Bengal..

Butted and bounded by :

- In the North : R.B. Chatterjee Road
In the East : Open Land of Sub-Plot No. 490
In the South : Pond
In the West : House of Monimala Halder

THE SCHEDULE “B” ABOVE REFERRED TO

(Description of the Unit)

ALL THAT piece and parcel of the **UNIT/FLAT** being no. on the
..... **Floor** a little more or less **Square Feet super Built-
up area** with a **CAR PARKING SPACE** being no. on the **Ground
Floor** a little more or less **120 Square Feet** of the **G+V** storied residential
building in the name of **32 Regency** togetherwith the undivided proportionate
share of the land alongwith rights of easements, common areas, facilities and
amenities annexed thereto, Burdwan Municipality Ward No. 25 under Holding
No. 32, Borhat Mahalla, A. D.S.R. Office & P.S. Burdwan Sadar, Dist. Burdwan
(now Purba Bardhaman), in the State of West Bengal.. The SAID FLAT is
delineated with “**RED**” border in the annexed map or plan which should be
treated as part of the deed.

THE SCHEDULE “C” ABOVE REFERRED TO

(Common Areas / Portions)

1. Entrance and exits to the said premises and the said building.
2. Boundary walls and main gate of the said premises.
3. Roof Top of the said building,
4. Drainage and sewerage lines and other installations for the same
(except only those as are installed within the exclusive area of any flat
and/or exclusively for its use),
5. Space underneath the stairs of the ground floor where meters are
installed, electrical wiring and other fittings, (excluding only those as are

- installed within the exclusive area of any flat and/or exclusively for its use.
6. Staircase and staircase landings, lobbies, lift on all the floors, entrance lobby.
 7. Water supply system water pump & motor, water reservoir/tank together with all common plumbing installations for carriage of water (save only those as are exclusively within and for the use of any unit) in the said building.
 8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said premises and the said building as are necessary for passage and user of the flats/units in common by the co-owners.
 9. The said building as are necessary for passage and user of the flats/units in common by the co-owners.

THE SCHEDULE "D" ABOVE REFERRED TO

(Easements)

The PURCHASERS shall have the following rights, easements, quasi-easements, privileges and /or appurtenances:

- a) The right of common passage, user and movement in all the common portions.
- b) The right of passage of utilities, including connection for telephones, televisions pipes, cables, etc. through each and every part of the said Building including the said flat.
- c) Right of support, shelter and protection of each portion of the said building by other and/or others thereof.
- d) The absolute unfettered and unencumbered right over the common portions.
- e) Such rights, supports, easements and appurtenances as are usually held, used occupied or enjoyed as part or parcel of the said flat and/or car parking space and the undivided share.
- f) The right, with or without workmen and necessary materials, to enter upon the said building including the said Flat and/or covered Car Parking space or any other units for the purpose of repairing any of the common

areas or any appurtenances to any unit and/or anything comprised in any unit, is so far as the same cannot be carried out without such entry and in all such cases, in emergency, upon giving as 48 (forty eight) hours previous notice in writing to the co-owners.

THE SCHEDULE "E" ABOVE REFERRED TO

(Comments, rules and regulations)

1. TITLE AND CONSTRUCTION:

SUBJECT TO the provisions contained in these presents **AND SUBJECT TO** the provisions of law for the time being in force, the PURCHASER/S shall be entitled to the exclusive ownership, possession and enjoyment of the said unit and the same shall be heritable and transferable as other immovable properties.

2. MUTATION. TAXES AND IMPOSITIONS:

2.1. The PURCHASER/S shall after the transfer being completed in terms hereof, will mutate his/her/their Flat/Unit/Car Parking separately for the purpose of assessment of Municipal rates and taxes. Until such time as the said unit shall not be separately assessed and/or mutated in respect of any tax or imposition, the PURCHASER/S shall bear and pay the proportionate share of the rates and taxes.

2.2. Upon the mutation of the said unit in the name of the PURCHASER/S for the purpose of assessment of liability of any tax or imposition, the PURCHASER/S shall pay wholly such tax or imposition, in respect of the said flat/unit and proportionately in respect of the common portions if any.

3 MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS

.3.1. Upon the PURCHASER/S fulfilling his/her/their obligations and covenants hereunder, the Association shall manage, maintain the common portions and do all acts, deeds and things as may be necessary or expedient for the common purposes and the PURCHASER/S shall always co-operate with the committee of Association.

- 3.2. The PURCHASER/S shall not, in any manner, interfere or objection whatsoever in or with the functions of the OWNER and/or of the Association relating to the common purpose.
- 3.3. The OWNERS upon the formation of the Association shall frame such rules, regulations and bye-laws as the Association may consider reasonable but no inconsistent with the provision herein and the PURCHASER/S shall abide by the same.

4. **ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC:**

The PURCHASER/S shall at his/her/their own costs, wholly in case it relates to the said unit or any part thereof and proportionately in case it relates to all the units in the said building and/or the common portions, make all alterations and/or additions as be required to be made by any statutory bodies and shall similarly pay all betterment fees and other levies and all other fees and/or penalties required to be paid in respect thereof but only such as may accrue for the period after date of delivery.

THE SCHEDULE "F" ABOVE REFERRED TO

(User of the said unit and the common portions)

After the date of delivery, the PURCHASER/S shall, at his/her/their own costs, keep the said unit and every part thereof and all the fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a net & clean conditions and as a decent and respectable place.

- a) Use the said unit and all common portions carefully peacefully and quietly and only for the purpose for which it is meant.
- b) Use all paths, passages and staircases (save those reserved hereunder by the OWNER or the Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever.

THE PURCHASER/S SHALL NOT DO THE FOLLOW

- a) Obstruct the OWNERS and/or the association in their acts, relating to the common purposes.
- b) Violate any of the rules and/or regulations laid down for the common purposes and for the user of the common portions.

- c) Injure, harm or damage the common portions or any other Flats/Units in the said building by making any alterations or withdrawing any support or otherwise.
- d) Alter any portion, elevation scheme of the said building.
- e) Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions **SAVE** at the places indicated therefore.
- f) Place or cause to be placed any article or object in the common portions.
- g) Carry on or cause to be carried on any obnoxious or injurious activity in or through the said flat or the common portions.
- h) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other flats/ units in the said building and/or the adjoining building or building.
- i) Keep or store any offensive, illegal, combustible, obnoxious, hazardous or dangerous articles in the said unit.
- j) Keep any heavy articles or things, which are likely to damage the floors or operate any machine **SAVE** usual home appliances.

THE SCHEDULE "G" ABOVE REFERRED

(Common expenses)

The PURCHASER/S shall regularly and punctually pay proportionate share of the common expenses as more fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said building including the outer and external wall of the said building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges & deposits for supplies of common utilities to the co-owners;
- d) Municipal Tax, Water Tax and other levies in respect of said Premises and the said Building save those separately assessed on the PURCHASER/S;

- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owners in common;

The market valuation of the sold property is **Rs./- (Rupees Only)** and the present deed has been prepared upon the stamp valued at Rs. 1,000/- (Rupee One Thousand Only) and the rest amount of stamp duty alongwith registration fees is hereby paid through e-payment.

The photos, finger prints, signatures of the parties are annexed herewith in separate sheets, which will be treated as the part of this deed.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first above written.

WITNESS

**SIGNATURE OF THE
ATTORNEY ON BEHALF OF
THE OWNER AS WELL AS THE
DEVELOPER FIRM S. N.
CONSTRUCTION -**

1

2

**SIGNATURE OF THE
PURCHASE/R**

1.

2.

MEMORANDUM OF CONSIDERATION

Received a sum of **Rs./- (Rupees Only)** from the PURCHASER/S as full & final consideration amount as per the terms & condition of the Agreement for sale of the **Flat** being no. on the **Floor** a little more or less **Square Feet super Built-up area** with a **Car Parking Space** being no. on the **Ground Floor** a little more or less **120 Square Feet** of the **G+V** storied residential building in the name of **32 Regency**.

WITNESSES :

**SIGNATURE OF THE ATTORNEY
ON BEHALF OF THE OWNER AS
WELL AS THE DEVELOPER FIRM S. N.
CONSTRUCTION -**

1.

2.