

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE MADE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_**

**1) RABI KUMAR DEY, PAN AEVPD2622Q, son of Late ManindranathDey, Indian by Nationality, Hindu by Religion, Retired Government Servant by Occupation,**

residing at Shastitala, Radhanagar Para, P.O. and P.S. Burdwan, District- Purba Bardhaman, Pin 713101, **2) UDAYAN BHATTACHARYA**, PAN AXXPB5896R, son of Late Fanindra Kumar Bhattacharya, Indian by Nationality, Hindu by Religion, Business by Occupation, residing at Radhakantapur, P.O. and P.S. Memari, District- Purba Bardhaman, PIN- 713146 and **3) BIBEK CHAKRABORTY**, PAN ACSPC6008J, son of Sri Kshitindra Kumar Chakraborty, Indian by Nationality, Hindu by Religion, Business, by Occupation, residing at Khanpukur, Kalna Gate, P.O. and P.S. Burdwan, District-Purba Bardhaman, Pin 713101, being represented by his **constituted attorney SWEET HOME CONSTRUCTION**, PAN-AFAFS2271J, a business in the nature of partnership having its office at 109 Bahirsarbamongola Para, Nazrul Pally, P.O. Burdwan, Dist. Purba Bardhaman – 713101, being represented by its partners namely **(1) ABDUS SAHED**, PAN-ATVPS5914R, son of Late Abduz Zaher Jamal Mehedi, Indian by Nationality, Islam by Religion, Business by Occupation, residing at 109, Bahirsarbamongala Para, Town, P.O. and P.S.-Burdwan, District Purba Bardhaman, Pin 713 101, and **2) KANIJ FATEMA BATUL**, PAN- DPNPB9114K, wife of Abdur Rakib, Indian by Nationality, Islam by Religion, Business by Occupation, residing at 109, Bahirsarbamongala Para, Town, P.O. and P.S. Burdwan, District Purba Bardhaman, Pin 713101, appointed by virtue of DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT executed on 11<sup>th</sup> December 2023 and registered in the office of A.D.S.R., Burdwan in Book-I, volume no. 0203-2023, page from 253498 to 253523 being no. 020309449 for the year 2023, hereinafter called the '**OWNERS**' (which expression shall unless excluded by or repugnant to the context be deemed and mean to include each of his heirs, legal representatives, administrators, executors and assigns) of the FIRST PART.

AND

1) \_\_\_\_\_, PAN-\_\_\_\_\_, s/o \_\_\_\_\_, by religion - \_\_\_\_\_, by occupation - \_\_\_\_\_, by citizen – Indian, resident of \_\_\_\_\_, P.S.- \_\_\_\_\_, Dist.-\_\_\_\_\_, PIN-\_\_\_\_\_, and 2) \_\_\_\_\_, PAN-\_\_\_\_\_, s/o \_\_\_\_\_, by religion - \_\_\_\_\_, by occupation - \_\_\_\_\_, by citizen – Indian, resident of \_\_\_\_\_, P.S.- \_\_\_\_\_, Dist.-\_\_\_\_\_, PIN-\_\_\_\_\_ hereinafter called the ‘**ALLOTTEE(S)**’ (which expression shall unless excluded by or repugnant to the context be deemed and mean to include each of his/her/ their heirs, legal representatives, administrators, executors and assigns) of the SECOND PART,

AND

**SWEET HOME CONSTRUCTION**, PAN-AFAFS2271J, a business in the nature of partnership having its office at 109 Bahirsarbamongola Para, Nazrul Pally, P.O. Burdwan, Dist. Purba Bardhaman – 713101, being represented by its partners namely (1) **ABDUS SAHED**, PAN-ATVPS5914R, son of Late Abduz Zaher Jamal Mehedi, Indian by Nationality, Islam by Religion, Business by Occupation, residing at 109, Bahirsarbamongola Para, Town, P.O. and P.S.-Burdwan, District Purba Bardhaman, Pin 713 101, and 2) **KANIJ FATEMA BATUL**, PAN- DPNPB9114K, wife of Abdur Rakib, Indian by Nationality, Islam by Religion, Business by Occupation, residing at 109, Bahirsarbamongola Para, Town, P.O. and P.S. Burdwan, District Purba Bardhaman, Pin 713101, hereinafter called the ‘**PROMOTER**’ (which expression shall unless excluded by or repugnant to the context be deemed and mean to include its successors-in- interest and office,

administrators, executors and assigns) of the OTHER PART.

Background / Title of the Project Land on which the multi storied residential building is erected and/ constructed:

WHEREAS the parties of the FIRST PART herein are the absolute owners and possessors of ALL THAT the piece and parcel of land situated at Mouza-Nari, J.,L. No. 70, appertaining to C.S. and R.S. Plot No. 667, under C.S. and R.S. Khatian No. 08, corresponding to L.R. Plot No. 1504, under (i) L.R. Khatian no. 3179, ( Rabi Kumar Dey), Classification as Shali, measuring an area 0.069 acre or 3006 .1 sq. ft. (ii) L.R. Khatian No. 3181, ( Udayan Bhattacharya), Classification as Shali, measuring an area 0.036 acre or 1553.08 sq. ft., (iii) L.R. Khatian No. 44357 ( Bibek Chakraborty), Classification as Shali, measuring an area 0.035 acre or 1553.08 sq. ft., in total measuring an area 0.14 acre i.e. more or less 6099 Sq. Ft. **out of it** defined and demarcated 4079 sq.ft. bearing holding no. 1/1 Ward No. 06, Mahalla – Soski, , under Burdwan Municipality, P.S. Burdwan, District PurbaBardhaman, which is more fully described in the Part-I of Schedule-A herein below referred to as the demised development property.

AND WHEREAS the property mentioned in the Part-I of Schedule-A below situated at Mouza-Nari, J .L. no.70, appertaining to C.S. and R.S. Plot No. 667, under C.S. and R.S. Khatian No. 08 measuring an area 0.14 acre in sixteen annas share was originally belonged to one Adaitwa Charan Ghosh, son of Gobinda Chandra Ghosh, he was the actual owner and possessor of the property mentioned in the Part-I of Schedule-A below continuously for more than 12 years, adversely by way of adverse possession and his name was recorded in C.S. record of rights vide C.S. plot No. 667, under C.S. Khatian No. 08 in Mouza-Nari, P.S. Burdwan Sadar

and District Burdwan, presently known as Purba Bardhaman and then he exercised his respective rights of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question of demand being raised by anybody in this behalf.

AND WHEREAS said Adaitwa Charan Ghosh, son of Gobinda Chandra Ghosh, while he owning and possessing the property mentioned in the Part-I of Schedule-A below measuring 0.14 acre and discharging his liabilities to the knowledge of total exclusion of all others ultimately after the death of Adaitwa Charan Ghosh and his wife, his four sons, namely, Gangadhar Ghosh, Sridhar Ghosh @ Sridhar Chandra Ghosh, Hanshadhar Ghosh and Banshidhar Ghosh as his only legal heirs, by way of Hindu Law of Inheritance became joint owners and possessors of the property so left by their father namely Adaitwa Charan Ghosh and thereafter, their names were duly recorded in the concerned R.S. record of rights of Mouza- Nari, P.S. Burdwan Sadar , District Burdwan, presently known Purba Bardhaman and then they had exercised their respective rights of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim or question being raised by anybody.

AND WHEREAS said Gangadhar Ghosh, Sridhar Ghosh @ Sridhar Chandra Ghosh, Hanshadhar Ghosh and Banshidhar Ghosh , all sons of late Adaitwa Charan Ghosh while owning and possessing the said property mentioned in the Part-I of Schedule-A below of Mouza-Nari, J .L. no.70, appertaining to R.S. Khatian No. 08 under R.S. Plot No. 667, measuring an area 0.14 acre in sixteen annas share and discharging their liabilities to the knowledge of total exclusion of all others and they acquired a better and independent title and ultimately they jointly transferred the above mentioned property in favour Ajay Kumar Biswas, Bijoy Kumar Biswas, Durjoy Kumar Biswas, all sons of late Kali Kinkar Biswas by virtue

of registered deed of sale vide Deed No. 163 dated 20-01-1964, registered in Book no. I, Volume No. 14, pages from 03 to 05, being Deed No. 163 for the year 1964 which was registered in the Office of the D.S.R. , Burdwan and thereafter, they jointly had exercised their right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question of remand being raised by anybody and their names were recorded in the concerned record of rights and upto date Government rent and other taxes were paid in their names over the said property mentioned in the Part-I of Schedule-A below measuring 0.14 acre.

AND WHEREAS said Ajay Kumar Biswas, Bijoy Kumar Biswas, Durjoy Kumar Biswas, all sons of late Kali Kinkar Biswas while they jointly owning and possessing the said property mentioned in the Part-I of Schedule-A below of Mouza-Nari, J .L. no.70, appertaining to R.S. Khatian No. 08 under R.S. Plot No. 667, measuring an area 0.14 acre in sixteen annas share and discharging their liabilities to the knowledge of total exclusion of all others and acquired a better and independent title, they ultimately jointly transferred the above mentioned property in favor of one Sova Rani Biswas, wife of Durjoy Kumar Biswas by virtue of registered deed of sale vide Deed No. I-6631 dated 23-06- 1975 , registered in Book no. I, Volume No. 23, pages from 243 to 245, being Deed No. 6631 for the year 1975 which was registered in the Office of the D.S.R. , Burdwan and thereafter, Sova Rani Biswas exercised her right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question of remand being raised by anybody and her name was recorded in the concerned record of rights and upto date Government rent has been and other

taxes were paid in her name over the said property mentioned in the Part-I of Schedule-A below measuring 0.14 acre.

AND WHEREAS said Sova Rani Biswas, wife of Durjoy Kumar Biswas, while she owning and possessing the property mentioned in Part-I of Schedule-A below of Mouza-Nari, J .L. no.70, appertaining to R.S. Khatian No. 08 under R.S. Plot No. 667, measuring an area 0.14 acre in sixteen annas share and discharging her liabilities to the knowledge of total exclusion of all others and acquired a better and independent title, she ultimately transferred land measuring an area of 1553.08 sq. ft. or 0.035 acre out of 14 decimals in favour of Shri Rabi Kumar Dey, son of Late Manindra Nath Dey by virtue of two registered deeds of sale vide (i) Deed No. I-3601 dated 21-05-1987, registered in Book no. I, Volume No. 80, pages from 203 to 206, being Deed No. 3601 for the year 1987 which was registered in the Office of the A.D.S.R. ,Burdwan and (ii) Deed No. I-4677 dated 21-05-1987, registered in Book no. I, Volume No. 63, pages from 206 to 208, being Deed No. 4677 for the year 1987, which was registered in the Office of the D.S.R., Burdwan and thereafter, said Rabi Kumar Dey had exercised his right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question of remand being raised by and his name was recorded in the concerned L.R. record of rights under L.R. Khatian No.3179, L.R. Plot No. 1504, measuring an area 0.035 acre of Mouza-Nari, J.L. No. 70 and upto date Government rent has been and other taxes were paid in his name over the said purchased property.

AND WHEREAS thus said Rabi Kumar Dey, son of Late Manindra Nath Dey i.e. the OWNER No.1 herein or PARTY TO THE FIRST PART, become the sole owner and possessor of the land measuring an area 1553.08 sq. ft. or 0.035 acre

out of 14 decimals. of Mouza-Nari, J.L. No. 70, appertaining to R.S. Khatian no. 08, R.S. Plot No. 667, corresponding to L.R. Plot No.1504, under L.R. Khatian No. 3179 (Rabi Kumar Dey)

AND WHEREAS said Sova Rani Biswas, wife of Durjoy Kumar Biswas, while she owning and possessing the property mentioned in Part-I of Schedule-A below of Mouza-Nari, J .L. no.70, appertaining to R.S. Khatian No. 08 under R.S. Plot No. 667, measuring an area 0.14 acre in sixteen annas share and discharging her liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and ultimately she transferred land measuring an area 1553.08 sq. ft. (more or less) or 0.036 acre out of 14 decimals in favour of Shri Udayan Bhattacharya, son of Fanindra Kumar Bhattacharya by virtue of two registered deeds of sale vide (i) Deed No. I-3603 dated 21-05- 1987 , registered in Book no. I, Volume No. 80, pages from 211 to 217, being Deed No. 3603 for the year 1987 which was registered in the Office of the A.D.S.R., Burdwan and (ii) Deed No. I-4678 dated 21-05-1987 , registered in Book no. I, Volume No. 63, pages from 209 to 211, being Deed No. 4678 for the year 1987 which was registered in the Office of the D.S.R. , Burdwan and thereafter, he had exercised his right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question of remand being raised by anybody and his name was recorded in the concerned L.R. record of rights under L.R Khatian No.3181, L.R. Plot No. 1504, measuring an area 0.036 acre of Mouza-Nari, J.L. No. 70 and upto date Government rent has been and other taxes were paid in his name over the said purchased property.

AND WHEREAS thus said Udayan Bhattacharya, son of Late Fanindra Nath Bhattacharya i.e. the OWNER No.2 herein or PARTY TO THE FIRST PART,



become the sole owner and possessor of the land measuring aqn area 1553.08 sq. (more or less) ft. or 0.036 acre out of 14 decimals of Mouza-Nari, J.L. No. 70, appertaining to R.S. Khatian no. 08, R.S. Plot No. 667, corresponding to L.R. Plot No.1504, under L.R. Khatian No. 3181 ( Udayan Bhattacharya).

AND WHEREAS said Sova Rani Biswas, wife of Durjoy Kumar Biswas, while she owning and possessing the property mentioned in Part-I of Schedule-A below of Mouza-Nari, J .L. no.70, appertaining to R.S. Khatian No. 08 under R.S. Plot No. 667, measuring an area 0.14 acre in sixteen annas share and discharging her liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and ultimately she transferred land measuring an area 1553.08 sq. ft. or 0.035 acre out of 14 decimals in favour of Smt. Archana Chakraborty, wife of Sri Kshitindra Kumar Bhattacharya by virtue of two registered deeds of sale vide (i) Deed No. I-3604 dated 21-05-1987, registered in Book no. I, Volume No. 80, pages from 218 to 224, being Deed No. 3604 for the year 1987 which was registered in the Office of the A.D.S.R. ,Burdwan and (ii) Deed No. I-4679 dated 21-05-1987 , registered in Book no. I, Volume No. 63, pages from 212 to 219 , being Deed No. 4679 for the year 1987 which was registered in the Office of the D.S.R. , Burdwan and thereafter, she had exercised her right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning sand possessing the same to the knowledge of all concern without any claim question of remand being raised by anybody and her name was recorded in the concerned L.R. record of rights under L.R Khatian No.3180, L.R. Plot No. 1504, measuring an area 0.035 acre of Mouza-Nari, J.L. No. 70 and upto date Government rent has been and other taxes were paid in his name over the said purchased property.

AND WHEREAS said Sova Rani Biswas, wife of Durjoy Kumar Biswas, while she owning and possessing the property mentioned in Part-I of Schedule-A below of Mouza-Nari, J .L. no.70, appertaining to R.S. Khatian No. 08 under R.S. Plot No. 667, measuring an area 0.14 acre in sixteen annas share and discharging her liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and ultimately she transferred land measuring an area 1440 sq. ft. (more or less) out of 14 decimals in favour of Shri Jiban Bikash Hazra @ Jiban Krishna Hazra, son of Late Amaresh Chandra Hazra by virtue of two registered deeds of sale vide (i) Deed No. I-3602 dated 21-05-1987 , registered in Book no. I, Volume No. 80, pages from 207 to 210, being Deed No. 3602 for the year 1987 which was registered in the Office of the A.D.S.R., Burdwan and (ii) Deed No. I-4676 dated 21-05-1987 , registered in Book no. I, Volume No. 72, pages from 55 to 56, being Deed No. 4676 for the year 1987 which was registered in the Office of the D.S.R. , Burdwan and thereafter, he had exercised his right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question of remand being raised by anybody in this behalf and his name was recorded in the concerned record of rights and upto date Government rent has been and other taxes were paid in his name over the said purchased property of Mouza Nari,J.L.No.70 measuring an area 1440 sq. ft. (more or less).

AND WHEREAS said Jiban Bikash Hazra @ Jiban Krishna Hazra , son of Late Amaresh Chandra Hazra while he owning and possessing land measuring an area 1440 sq. ft. (more or less) or more or less 2 Katha (more or less) out of 14 decimals of Mouza-Nari, J .L. no.70 and discharging his liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and

ultimately he transferred the above mentioned property of Mouza-Nari , J.L. No. 70, measuring an area 1440 sq. ft. (more or less) or more or less 2 Katha (more or less) out of 14 decimals in favour of Sudha Devi, wife of Awdhesh Prasad Singh by virtue of a registered deed of sale vide Deed No. I-3050 dated 21- 05-1996, registered in Book no. I, Volume No. 54, pages from 66 to 70, n being Deed No. 3050 for the year 1996 which was registered in the Office of the .D.S.R., Burdwan and thereafter, Sudha Devi had exercised her right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning and possessing the same to the knowledge of all concerned without any claim question of remand being raised by anybody in this behalf and her name was recorded in the concerned L.R. record of rights under L.R. Khatian No.3178, L.R. Plot No. 1504, measuring an area 2 Katha (more or less) i.e., 0.034 acre (more or less) of Mouza-Nari, J.L. No. 70 and upto date Government rent has been and other taxes were paid in her name over the said transferred property.

AND WHEREAS the part of the said Part-I of the schedule-A property mentioned below belongs to Rabi Kumar Dey, son of Late Maninda Nath Dey by virtue of registered two Sale Deed from the erstwhile owner and thereafter due to disturbances in peaceful possession over the said part of Part-I of the schedule-A property by said Rabi Kumar Dey, he filed Title Suit being Title Suit no. 173 of 2005 before the Court of the learned Civil Judge, Senior Division, Burdwan as plaintiff against said Jiban Bikash Hazra @ Jiban Krishna Hazra , son of Late Amaresh Chandra Hazra, Sudha Devi, wife of Awdhesh Prasad Singh and Udayan Bhattacharya, son of Fanindra Kumar Bhattacharya and Archana Chakraborty, wife of Kshitindra Kumar Chakraborty as defendants and during the pendency of the

said Title Suit, said Sudha Devi, wife of Awdhesh Prasad Singh transferred her aforementioned 1440 sq. ft. (more or less) land to said Rabi Kumar Dey.

AND WHEREAS said Sudha Debi, wife of Awdhesh Prasad Singh while she owning and possessing the above mentioned demarcated property of Mouza-Nari, J .L. no.70, measuring an area 1440 sq. ft. (more or less) or more or less 2 Katha (more or less) or i.e., 0.034 acre (more or less) out of 14 decimals and discharging her liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and ultimately she transferred along with the confirming party namely Udayan Bhattacharya, son of Fanindra Kumar Bhattacharya and Archana Chakraborty, wife of Kshitindra Kumar Chakraborty, the land measuring an area 1440 sq. ft. (more or less) or more or less 2 Katha or i.e., 0.034 acre (more or less) out of 14 decimals in respect of the above mentioned property of Mouza-Nari, J.L. no. 70, in favour of Shri Rabi Kumar Dey, son of Late Manindra Nath Dey by virtue of a registered deed of sale being Deed No. I-5881 dated 30-09-2003, registered in Book no. I, Volume No. 186, pages from 59 to 66, being Deed No. 5881 for the year 2003 which was registered in the Office of the A.D.S.R. , Burdwan and thereafter, Rabi Kumar Dey had exercised his right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question of remand being raised by anybody and his name was recorded in the concerned L.R. record of rights under L.R Khatian No.3179, L.R. Plot No. 1504, of Mouza-Nari, J.L. No. 70 and upto date Government rent has been and other taxes were paid in his name over the said transferred property.

AND WHEREAS thus said Rabi Kumar Dey, son of Late Manindra Nath Dey i.e. the OWNER No.1 herein or PARTY TO THE FIRST PART, become the sole owner and possessor of the land measuring an area 1553.08 sq. ft. + 1440 sq. ft. =

2993.08 sq. ft. or 0.069 acre more or less out of 14 decimals of Mouza-Nari, J.L. No. 70, appertaining to R.S. Khatian no. 08, R.S. Plot No. 667, corresponding to L.R. Plot No.1504, under L.R. Khatian No. 3179 ( Rabi Kumar Dey ) from various above mentioned sale deeds and mutated his name in the L.R. Khatian No. 3179 .

AND WHEREAS said Archana Chakraborty, wife of Sri Kshitindra Kumar Chakraborty while she owning and possessing the aforesaid land measuring an area 0.035 acre out of 14 decimals of Mouza-Nari, J .L. no.70, appertaining to L.R. Khatian No. 3180 , L.R. Plot No. 1504, and discharging her liabilities to the knowledge of total exclusion of all others and acquired a better and independent title and ultimately she transferred the above mentioned property measuring an area 0.035 acre out of 14 decimals in favour of Bibek Chakraborty, son of Sri Kshitindra Kumar Chakraborty by virtue of a registered deed of Gift being Deed No. I-2120 dated 09- 04-2019 , registered in Book no. I, Volume No. pages from to being Deed No. 2120 for the year 2019 which was registered in the Office of the D.S.R-II. , Burdwan and thereafter, Bibek Chakraborty had exercised his right of absolute ownership continuously for more than twelve years adversely by way of adverse possession in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question of remand being raised by anybody and his name was recorded in the concerned L.R. record of rights under L.R Khatian No.44357, L.R. Plot No. 1504, of Mouza-Nari, J.L. No. 70 and upto date Government rent has been and other taxes were paid in his name over the said gifted property.

AND WHEREAS thus said Bibek Chakraborty, son of Sri Kshitindra Kumar Chakraborty i.e. the OWNER No.3 herein or PARTY TO THE FIRST PART, become the sole owner and possessor of the said land measuring an area 1553.08 sq. ft. or 0.035 acre out of 14 decimals of Mouza-Nari, J.L. No. 70, appertaining to

R.S. Khatian no. 08, R.S. Plot No. 667, corresponding to L.R. Plot No.1504, under L.R. Khatian No. 44357 ( BibekChakraborty ).

AND WHEREAS the said Rabi Kumar Dey i.e. the **OWNER No.1** herein or PARTY TO THE FIRST PART, become the sole owner and possessor of the land measuring an area 0.069 acre of below stated Part-I of schedule-A mentioned property of Mouza-Nari, J.L. No. 70, appertaining to R.S. Khatian no. 08, R.S. Plot No. 667, corresponding to L.R. Plot No.1504, under L.R. Khatian No. 3179 ( Rabi Kumar Dey ) and Udayan Bhattacharya, son of Late Fanindra Kumar Bhattacharya i.e. the **OWNER No.2** herein or PARTY TO THE FIRST PART, become the sole owner and possessor of land measuring an area 0.036 acre of below stated Part-I of schedule-A mentioned property of Mouza-Nari, J.L. No. 70, appertaining to L.R. Khatian no. 3181, L.R. Plot No.1504, and said Bibek Chakraborty, son of Sri Kshitindra Kumar Chakraborty i.e. the **OWNER No.3** herein or PARTY TO THE FIRST PART, become the sole owner and possessor of the land measuring an area 0.035 acre of below stated Part-I of schedule-A mentioned property of Mouza-Nari, J.L. No. 70, appertaining to R.S. Khatian no. 08, R.S. Plot No. 667, corresponding to L.R. Plot No.1504, under L.R. Khatian No. 44357,

AND WHEREAS the above named OWNERS become owners and possessors of the land in total measuring an area 6099 sq. ft. more or less 14 decimals or 0.140 acre as per L.R. record of rights or more or less 14 decimals as per the deed.

AND WHEREAS thereafter, they jointly had exercised their right of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf. And their names were recorded in the concerned L.R. record of rights and

upto date Govt. rent and municipal taxes or any other taxes had been paid in their names over the said schedule mentioned property.

AND WHEREAS the owners i.e. the party to the First Part are now in absolute Khas possession of the land mentioned in Part-I of Schedule-A hereunder by exercising their right, title, interest by paying land Revenue to the State of West Bengal and mutated their names in the present L.R record of rights before the Block Land and Land Reforms Officer, Burdwan-I at Purba Bardhaman and also in the assessment records of Burdwan Municipality and paid upto date Municipal taxes to the Burdwan Municipality.

AND WHEREAS the OWNERS herein considering the lack of experience for making construction as well as due to paucity of fund, decided to make development of the property fully mentioned in Part-I of Schedule-A constructing G+4 storeyed building, by appointing one suitable PROMOTER with sufficient knowledge, experience & financial capability of making construction, subject to condition that the PROMOTER shall give and handover the 40% of Built up area of 1<sup>st</sup> Floor to 4<sup>th</sup> Floor and 40% of parking area of the Ground Floor of the G+4 storied building proposed to be constructed on the *property fully mentioned in* Part-I of Schedule-A to the OWNERS and the remaining 60% of Built up area of 1<sup>st</sup> Floor to 4<sup>th</sup> Floor and 60% of parking area of the Ground Floor shall be kept by the PROMOTER.

AND WHEREAS the PROMOTER herein coming to know the intention of the Owners herein, made approach for making development of the property fully mentioned in Part-I of Schedule-A below with some terms and conditions and the Owners herein considering the bonafide approach and also considering the fame &

goodwill of the PROMOTER herein, agreed to appoint the PROMOTER for constructing the proposed G+4 storied building and also conveyed some terms and conditions to the PROMOTER herein and the PROMOTER considering the bonafide terms, also agreed to accept the same

AND WHEREAS for the said purpose the above-named owners and the PROMOTER as Developer executed one Development Agreement on 4<sup>th</sup> December 2023 and same was registered in the office of A.D.S.R., Burdwan in Book-I, volume no. 0203-2023, page from 252638 to 252691 being no. 020309425 for the year 2023.

AND WHEREAS plan has been sanctioned and permit, bearing Building Permit No.SWS-OBPAS/1201/2024/0293\_dated 30-03-2024 have been issued from Burdwan Municipality.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_;

AND WHEREAS as per the above referred Development Agreement the one residential flat bearing flat no. \_\_\_\_\_ (hereinafter referred to as "said Flat") having carpet area of \_\_\_\_\_ square feet, in \_\_\_\_\_ floor , \_\_\_\_\_ side of G+4 Storied Building along with garage/closed parking no. \_\_\_\_\_ (hereinafter referred to as "said Parking") measuring \_\_\_\_\_ square feet in the \_\_\_\_\_ Ground floor of the said Building, as permissible under the applicable law and of *pro rata* share in the common areas and facilities ("**Common Areas & Facilities**") as described in **Schedule-C** below (hereinafter collectively referred to as the "**Apartment**" more particularly described in Part-II of **Schedule A**



and the floor plan of the apartment is annexed hereto and marked as **Schedule B**) has been allocated to the Developer's Allocation along with other flat and parking

AND WHEREAS in terms of the said Development Agreement, the DEVELOPER has the right and/or entitle to sell, transfer convey Developer's allocation to any Purchaser and to receive consideration amount from the Allottee(s) and for that purpose the OWNERS had executed a DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT on 11<sup>th</sup> December 2023 and got it registered in the office of A.D.S.R., Burdwan in Book-I, volume no. 0203-2023, page from 253498 to 253523 being no. 020309449 for the year 2023,

AND WHEREAS during continuation of above referred project the above-named ALLOTTEE(S) was /were in search of a residential flat and parking space and being aware of said project, ALLOTTEE(S) made connection with the OWNERS and the PROMOTER;

AND WHEREAS after verifying the site and documents of the aforesaid project, the ALLOTTEE(S) decided to purchase the said one residential flat bearing flat no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, in \_\_\_\_\_ floor , \_\_\_\_\_ side of G+4 Storied Building along with garage/closed parking no. \_\_\_\_\_ measuring \_\_\_\_\_ square feet in the \_\_\_\_\_ Ground floor of the said Building, as permissible under the applicable law and of *pro rata* share in the common areas and facilities ("**Common Areas & Facilities**") as described in **Schedule-C** below (hereinafter collectively referred to as the "**Apartment**" more particularly described in Part-II of **Schedule-A** and the floor plan of the apartment is annexed hereto and marked as **Schedule-B**), at a total consideration of **Rs.** \_\_\_\_\_/- (Rupees

\_\_\_\_\_ only);

AND WHEREAS thereafter above-named ALLOTTEE(S) /PURCHASER(S) entered into an agreement for sale of said Apartment with the OWNERS and the PROMOTER entered into an agreement for sale of said Apartment;

AND WHEREAS the PROMOTER has completed the construction of said G+4 storied residential building, hereinafter referred to as “**said building**”, under above referred project, as per the sanctioned plan and said building has been named as “**SWEET HOME APARTMENT**”;

AND WHEREAS thereafter, in due course the DEVELOPER herein has caused construction and completed construction of the multi-Storied Residential Complex “**SWEET HOME APARTMENT**” in accordance with the sanctioned building Plan and obtained the Completion Certificate from Burdwan Municipality on ..... and have issued to the Alottee(s) the Notice of delivery of Possession the said Apartment in terms of the aforesaid Agreement for Sale

AND WHEREAS the said Apartment has since completed, the ALLOTTEE(S) has/ have paid the full consideration money, which includes proportionate share in land and proportionate share in cost of construction, to the OWNERS and PROMOTER and has/ have got delivery of possession of the said Apartment to the full satisfaction and have now requested the OWNERS and PROMOTER to transfer the said flat in his/her/their favour by Registered Deed of Conveyance.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

A. IN PURSUANCE OF THE SAID AGREEMENT AND IN CONSIDERATION OF A SUM OF **Rs.**\_\_\_\_\_/- (Rupees \_\_\_\_\_ only), more fully described in Schedule-E below

truly and lawfully paid by the ALLOTTEE(S) /PURCHASER(S) to the OWNERS and /or PROMOTER, which includes cost of proportionate share in land and cost of construction hereby conveyed, and in further consideration of ALLOTTEE(S) fulfilling all obligation under these present, the OWNERS and /or PROMOTER, do and doth hereby sell, transfer, convey, assure and assign forever unto and in favour of the ALLOTTEE(S), ALL THAT one residential flat bearing flat no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, in \_\_\_\_\_ floor , \_\_\_\_\_ side of G+4 Storied Building along with garage/closed parking no. \_\_\_\_\_ measuring \_\_\_\_\_ square feet in the \_\_\_\_\_ Ground floor of the said Building, as permissible under the applicable law and of *pro rata* share in the common areas and facilities (“**Common Areas & Facilities**”) as described in **Schedule-C** below (hereinafter collectively referred to as the “**Apartment**” more particularly described in Part-II of **Schedule-A** and the floor plan of the apartment is annexed hereto and marked as **Schedule-B**); and the OWNERS and PROMOTER doth hereby release, relinquish and disclaim all their respective right, title and interest into or upon the said Apartment , **TO HAVE AND TO HOLD** the said Unit, unto the ALLOTTEE(S) herein absolutely and forever free from all encumbrances, trusts, liens, quasi easement and other stipulation and provision in connection with the beneficial use and enjoyment of the said Apartment , belonging to and held by the ALLOTTEE(S) for residential purpose only and upon/after execution of this deed, subject however, to the rights reserved by the OWNERS and PROMOTER, the ALLOTTEE(S) shall have every right to sell, gift, lease and transfer the same, subject to conditions and covenants more fully described in this deed.

B. THE OWNERS AND THE PROMOTER DO TH HEREBY COVENANT TO THE ALLOTTEE(S)as follows-

- 1) The OWNERS AND PROMOTER have realized their share in consideration as per the development agreement from the consideration amount paid by the ALLOTTEE(S) in respect of said Apartment and there is no reciprocal financial liabilities between the OWNERS and the PROMOTER and the ALLOTTEE(S) in respect of the said Apartment .
- 2) The OWNERS, having good right, full power, absolute authority and indefeasible title to grant, convey, transfer, assign and assure, have granted, conveyed, transferred, assigned and assured unto the ALLOTTEE(S) said Apartment in the manner aforesaid and the PROMOTER confirms such grant, convey, transfer, assign and assure by OWNERS in favour of the ALLOTTEE(S).
- 3) That the said Apartment is free from attachments, encumbrances, court or acquisition proceedings or charges of any kind.
- 4) The ALLOTTEE(S) shall be the sole and absolute owner(s) of the said Apartment with attendant rights of ownership, possession, enjoyment and shall be entitled to deal with or dispose the Said Apartment as he/she/they deem(s) fit without any interference, obstruction or hindrance from the OWNERS and PROMOTER or anyone claiming under, through or in trust from the OWNERS and PROMOTER;
- 5) The ALLOTTEE(S) shall have the right of execution, maintenance, repairing, replacing and painting of the doors, windows, inside decorations of the said Apartment provided that any such act does not

cause any obstruction or create nuisance or permanent obstruction to the other Apartment owners /allottee(s) save and except any structural modification of the same.

- 6) The ALLOTTEE(S) being absolute owner(s) shall have the right to sell, transfer, mortgage, lease or otherwise alienate and encumber the property hereby conveyed without interference of any person or persons.
- 7) The OWNERS and PROMOTER shall from time to time and at all times hereafter upon every reasonable request and at the cost of ALLOTTEE(S), make, do acknowledge, exercise, execute and register and cause to be made done and registered all such further deed/ deeds as shall be reasonable required to perform all such further and/or other lawful and reasonable matters and things whatsoever for further better or more perfectly assuring the right, title and interest of the conveyed property and the right of use and enjoyment of common user facilities attributable thereof.
- 8) That the ALLOTTEE(S) shall be entitled to the ownership of and to hold, enter upon and enjoy the Said Apartment hereby conveyed and the income and profits received there from and that theALLOTTEE(S) shall at all times hereafter, pay the proportionate share of all outgoings and maintenance and other charges and also shall meet expenses such as insurance, municipal/ property taxes and cesses, electrical, water bills, etc., and all other charges/ expenses in respect of the residential complex and all other common areas and facilities;
- 9) That the OWNERS and PROMOTER will pay all taxes, rates and cess

in respect of the Said Apartment up to the date of handing over the possession of Said Apartment in favour of the ALLOTTEE(S);

- 10) That the OWNERS and PROMOTER will take immediate initiative for formation of a service organization or Association of Allottees of said building for management and maintenance of the said building and hand over its charges to the said organization or Association as the case may be.

C. THE PURCHSER(S) DOTH HEREBY COVENANT AND AGREE WITH THE OWNERS AND PROMOTER AS FOLLOWS:-

- 1) The ALLOTTEE(S) shall never claim from the OWNERS or from the PROMOTER any right, title and interest in any other part or portion of the said building save and except the said Apartment hereunder conveyed but shall have common rights and facilities and benefits provided in the schedule written hereunder.
- 2) The ALLOTTEE(S) shall not claim partition of the undivided proportionate share in the land or common portion and common areas and facilities.
- 3) The ALLOTTEE(S) shall use the said Apartment for residential purpose only. The ALLOTTEE(S) shall regularly and punctually pay the proportionate share of Common Expenses, as mentioned in the D-SCHEDULE hereunder, from the date of delivery of possession of the said Apartment .
- 4) The ALLOTTEE(S) shall be liable to pay proportionately all common

charges, tax, Municipal taxes, common electricity charges and other charges and other levies and outgoing maintenance charges and repairs of common portions and repair and painting of the outer walls of the said building and other expenses necessary for the said building from the date of delivery of possession of the said Apartment .

- 5) That the ALLOTTEE(S) shall be entitled to use and enjoy the common portion only to the extent required for ingress and egress from the said Apartment to the main road and shall have all right to bring the goods, materials for the use of residential purpose.
- 6) That the ALLOTTEE(S) shall be entitled to 24 hours water in the said Apartment from the overhead tank, installing motor pump and the ALLOTTEE(S) shall enjoy water facilities commonly with other co-apartment owners, subject to payment of maintenance charges for the common area and common facilities and also shall pay charges proportionately for enjoyment of common electric facility for common area and to be made for benefit of all co-apartment owners of the said building.
- 7) The ALLOTTEE(S) shall get the said Apartment separated and mutated in the records lying before the competent authority and shall pay all taxes and impositions separately along with the proportionate share & common expenses, water charges etc., if any, from the date of delivery of the possession.
- 8) The ALLOTTEE(S) along with the other apartment owners of the said building shall form a service organization or Association for

management and maintenance of the said building and shall abide by the rules and regulations and bye laws of the organization or Association as the case may be. Said Rules and Regulation will not be inconsistent with the general provisions specified in this deed.

- 9) That the ALLOTTEE(S) shall be bound to join with the Association of Allottees and shall abide by rules and regulation is to be framed.
- 10) That the ALLOTTEE(S) hereafter shall apply before the Municipality for mutation of his/her/their name and the cost of mutation shall be borne by the ALLOTTEE(S) and also the tax shall be paid entirely at his/her/ their own cost, in failure to make payment of tax, the other co-owners of the apartment of the said building shall not be liable to the Municipality but the rent shall be paid proportionately through the Association.
- 11) That the ALLOTTEE(S) shall pay occupier tax or the proportionate municipal tax to the PROMOTER / Association of Allottees, so long the said Apartment is not separately assessed.
- 12) That the ALLOTTEE(S) will pay all maintenance charges and other statutory charges payable in respect of the said Apartment and other facilities as described in this deed to the PROMOTER at the rate to be fixed by the PROMOTER in consultation with the existing Apartment owners of said building, until the PROMOTER is not handing over charges to the Association of Allottees of said building and in default of payment of any two monthly bills within seven days from the date of delivery of bills the PROMOTER shall have the unfettered right to disconnect or discontinued the facilities which have been agreed to be



given to the ALLOTTEE(S) without giving any further notice to the ALLOTTEE(S) and the ALLOTTEE(S) covenant(s) and agree(s) to observe performs and comply with the terms and conditions set out and mentioned in various clauses of the D-schedule written hereunder.

- 13)The ALLOTTEE(S) shall not introduce any anti-social person in the said Apartment by way of transfer or lease and shall not do any immoral activities in the said Apartment . All transfer of possession of the said Apartment shall be subject to the prior intimation to the OWNER and THE PROMOTER so long the association of Allottees is not formed.
- 14)That the ALLOTTEE(S) shall not be entitled to raise any objection for completion of said building and also shall be bound to allow the men of PROMOTER or Association of Allottees in said Apartment for maintaining of water, sewerage connection and other maintenance work of said building.
- 15)That the ALLOTTEE(S) has /have right to take electric meter in his /her / their own name of ALLOTTEE(S) but the cost of installation of the meter shall be borne by the ALLOTTEE(S) and the meter will be installed in the common meter space to be provided in said building. The ALLOTTEE(S) shall pay for the electricity as per the bills served on the Said Apartment by the WBSEDCL or in the interim by the Owners/ PROMOTER /Managing Agent/Association of Allottees. Payments to the WBSEDCL as and when bills directly raised by them to the individuals should be according to the terms and conditions of the WBSEDCL. In the interim such payments shall be made by the

ALLOTTEE(S)/OCCUPIER(S) within 7 days of receipt of the bill issued by the Owners/ PROMOTER / Managing Agent/Association of Allottees. If the ALLOTTEE(S) fail(s) to pay such bill within the stipulated due date, the ALLOTTEE(S) shall be liable to pay late payment surcharge prevalent at that point of time. In the event the ALLOTTEE(S)/OCCUPIER(S) fail(s) to pay such bills for two months, the Owners/ PROMOTER / Managing Agent/Association of Allottees shall issue a notice to the ALLOTTEE(S)/OCCUPIER(S) for payment of such dues within a period of 7 days from the receipt of such notice. In spite of the above, if the ALLOTTEE(S)/Occupier(s) fails to pay such dues along with applicable late payment surcharge within the period of 7 days, the Owner/ PROMOTER /Managing Agent/Association of Allottees may forthwith disconnect the supply of electricity until full payment is made. In such an event the ALLOTTEE(S) shall also be liable to pay disconnection and reconnection charges as may be levied by the Owner/ PROMOTER / Managing Agent/Association of Allottees.

16)The ALLOTTEE(S), being the owner of the said Apartment, shall at all times hereafter, be responsible for the action and/or in-action of such Allottee's occupier/s, guests, agents, whosoever. For the purpose of this clause, the Owner/ PROMOTER /Association of Allottees shall have the right to take appropriate action against the ALLOTTEE(S) in the event of any default of such occupier/s, guest, agent, etc.

17)The ALLOTTEE(S) shall not do any addition /alteration and/or any construction activity in any area of the said building except inside his/her/ their said apartment and that is also within the permissible

approved limit of the concerned Municipality.

- 18)The ALLOTTEE(S) shall not shall change the outside colour scheme, elevation or facade of the Said Apartment;
- 19)The ALLOTTEE(S) along with other apartment owners/ unit owners/ parking space owners of the said building shall keep the said building and common areas and facilities and common installations in good and repairable conditions.
- 20)That the ALLOTTEE(S) shall not create any obstruction in peaceful occupation of other Apartment owners owners/ parking space owners of the said building, either by keeping any goods, materials on the common areas, passage or by any means.
- 21)The ALLOTTEE(S) shall not keep or throw dirt, rags, rubbish, refuse or other articles in the stairs or in common areas in the said building and shall not block the same in any manner whatsoever.
- 22)That the ALLOTTEE(S) will not plant, any kind of tree, plant or saplings by accumulating earth/soil on the roof top.
- 23)That the ALLOTTEE(S) will not store any item, like Inflammable, hazardous to the health and any goods and materials, resulting pollution, excepting the cooking gas and other cooking articles for cooking purpose, in the said Apartment .
- 24)The ALLOTTEE(S) have taken inspection of the said Apartment and found it is good habitable condition and in order and has not got no dispute thereof and accepted possession of the said Apartment .
- 25)That the terms and conditions and stipulation made herein contained shall be final and conclusive and shall prevail over any other contrary

conditions and stipulations made before.

- 26)The ALLOTTEE(S) hereby admit(s) that the OWNER along with PROMOTER had complied with all terms and conditions of the agreement for sale.
- 27)That the ALLOTTEE(S) at his/her/their own cost shall maintain inside part of said Apartment and can keep nameplate on the entrance door of said Apartment , all exterior portion shall be maintained by paying proportionate cost and charges.
- 28)The ALLOTTEE(S) has/ have inspected the said Apartment and above referred relevant documents in respect of the said land and satisfied with the quality of construction in terms of the agreement for sale and also satisfied with the right title and interest of the OWNER in respect of the said land.
- 29)The ALLOTTEE(S) herein has /have also satisfied about correctness of the measurement of the said Apartment , quality of materials used in making the said building and have no grievances whatsoever in this respect and also has no grievances in respect of quality of construction of the said building. The ALLOTTEE(S) shall not raise any objection on the existing construction of the said building.
- 30)Upon registration of Deed of Conveyance the ALLOTTEE(S) shall have full right to sell, transfer, mortgage, lease out or otherwise deal with the said Apartment and to realize rent, issues and profit thereof subject to payment of maintenance charges as agreed herein as well as municipal taxes imposed, by the local municipality or any other authorities and all other taxes, charges if imposed by any other

authorities in. future from the date of registration of the said Apartment or from the date of delivery of possession of the said Apartment by the OWNER to the ALLOTTEE(S) herein, whichever is earlier

- 31) That the ALLOTTEE(S) shall not be entitled to claim any right, title, interest beyond the said Apartment and shall be entitled to use the common areas, path, passage for enjoyment of said Apartment, without creating any disturbances to the other apartment owners.
- 32) That the ALLOTTEE(S) shall not keep pet dog/animal in the said Apartment.
- 33) That the ALLOTTEE(S) or his/her/their guests, maid- servants, visitors etc., shall keep their cycle, bike, two-wheeler etc., within the specified common parking place for two-wheeler within the said building area on temporary basis. Car parking is allowed only by the allottee(s) of the parking space. Washing of cars shall be done only by residents and authorized car washers, in the designated area provided within the project Land. ALLOTTEE(S) shall not transfer separately the parking space without transfer his/her/their residential flat, to any third person separately, except the existing apartment owner(s) of the said building. The ALLOTTEE(S) shall be liable to obey all rules and regulations pertaining to car park, as will be framed by the Association of Allottees.
- 34) This Deed shall override the provisions of Agreement for Sale and any other prior agreement between the parties.
- 35) The ALLOTTEE(S) shall not damage the foundation column, girders,

beams, supports, main walls, load bearing walls, floors, ceiling etc of the said Apartment and the said building.

36)The ALLOTTEE(S)shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.

37)That the ALLOTTEE(S) shall not be entitled to change the name of the said building from "**SWEET HOME APARTMENT**".

38)That all definition of land, said building, plan etc. shall be applicable as a defined in the RERA Act, 2016 and West Bengal RERA Rules (upto date amended) and other applicable acts.

39)Any dispute arising in respect of this Deed shall only be referred to arbitration of one Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrator so appointed shall be binding on the parties. The arbitration proceedings shall be carried out in the English language. The arbitration proceedings shall be held at Burdwan (Dist.- Purba Bardhaman, WB) and the Courts in Burdwan (Dist.- Purba Bardhaman, WB) shall alone have jurisdiction in this regard

**D. THE OWNERS AND THE PROMOTER DECLARE THAT-**

1) That the said property under sale is free from all sorts of encumbrances such as Sale, Mortgage, Gift, Transfer, decree, litigation, lease, acquisition/ notification etc. and there is no defect in the title of the OWNERS and that has been constructed by the PROMOTER as per sanctioned plan, if it is proved otherwise at any time and the ALLOTTEE(S) suffers any loss, then the OWNERS

AND PROMOTER shall be fully liable and responsible for the same and the ALLOTTEE(S) shall be entitled to recover all his/her losses from the OWNERS AND PROMOTER.

- 2) That the copy of completion certificate of the above referred project will be provided to the ALLOTTEE(S) by the PROMOTER as same will be obtained.

**E. Interpretations:**

- 1) Wherever any expenses or costs are mentioned to be borne or paid proportionately by the ALLOTTEE(S), then the portion of the whole amount payable by the ALLOTTEE(S) shall be in proportion to the super built up area of the respective Apartment / Unit of ALLOTTEE(S), which will also include proportionate area of the total common area.
- 2) Any reference to statute shall include any statutory extension or modification or enactment of such statute and/or any rules regulations or orders made there under.
- 3) Masculine gender shall include feminine and neuter genders and vice versa.
- 4) The paragraphs heading do not form part of this deed and have been given only for the sake of convenience and shall not be taken into account for the construction of interpretation.
- 5) Words denoting singular number shall include the plural and vice versa as applicable.
- 6) Any reference to a clause or a Schedule means a Clause or Schedule of this deed.

## **THE SCHEDULE – A**

### **PART-I**

#### **(DESCRIPTION OF THE PROJECT LAND)**

All That piece and parcel of shali class of land measuring about 6099 square feet (more or less) or more or less 0.14 acre of Mouza-Nari, J.L. No. 70, under Police Station- Bardhaman, in the District of Purba Bardhaman, PIN-713103, under the jurisdiction of Burdwan Municipality, appertaining to R.S. Khatian no. 08, R.S. Plot No. 667, corresponding to L.R. Plot No.1504, under L.R. Khatian No. 3179, 3181, 44357, OUT OF IT defined and demarcated 4079 sq.ft. area or more or less 0.0936 acre ( shown in the site plan annexed with this deed) which is recorded as Holding No. 1/1, under the jurisdiction of Ward No. 6 under Mahalla- Sasaki of Burdwan Municipality, butted and bounded as follows:

On the North: R.S. Plot No.667 (P)  
On the South: R.S. Plot No.666 (P)  
On the East: R.S. Plot No.666 (P)  
On the West : 28ft wide Kalna Road

### **PART-II**

#### **(DESCRIPTION OF THE APARTMENT)**



**WITHIN the Building namely “SWEET HOME APARTMENT” comprised in Part-I of Schedule-A above**, one residential flat bearing flat no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, in \_\_\_\_\_ floor , \_\_\_\_\_ side of G+4 Storied Building along with garage/closed parking no. \_\_\_\_\_ measuring \_\_\_\_\_ square feet in the \_\_\_\_\_ Ground floor of the said Building, as permissible under the applicable law and of *pro rata* share in the common areas and facilities (“**Common Areas & Facilities**”) as described in Schedule-C below and the floor plan of the apartment is annexed hereto and marked as **Schedule B**;

**THE SCHEDULE – B**  
**(FLOOR PLAN OF APARTMENT)**

**C- SCHEDULE - ABOVE REFERRED TO**  
**(COMMON AREAS AND FACILITIES)**

The common *areas* and facilities mentioned in this Indenture shall include-

1. AREAS:

- a) Entire project Land
- b) Entrances, exists, boundary walls, open and / or covered paths and passages.
- c) Lobbies, staircase, lift and landings.
- d) Other spaces for installing pumps, electrical and other installations and of common and other common installations mentioned hereinafter.

2. WATER AND PLUMBING:

Water pumps, water tank, water pipes (save those inside of the flat) and tubewell.

3. ELECTRICAL INSTALLATION:

Wiring and assembles for lighting of the common paths and wiring from the electrical substation to one point inside or at the main gate of each unit.

4. DRAINS ETC.:

Drains, sewers and pipes.

5. OTHERS:

- a) Other common areas and installations and/or equipment as are provided in the building for common use and/or enjoyment
- b) Other applicable common areas as defined in sec-2(n) of THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016

**D- SCHEDULE - ABOVE REFERRED TO**  
**(COMMON EXPENSES)**

1. MAINTENANCE:

All expenses for maintaining, operating, white-washing, painting, repairing, renovating and replacing common portion including the outer walls of the said building.

2. OPERATIONAL:

All expenses for running all machinery, equipment and installations comprised in common portion of the said building, including waterpumps, lift, electrical substation transformer & generator and including the costs of repairing, renovating & replacing the same.

3. STAFF:

The salaries of and all other expenses on the staff to be employed for common purposes, including their salaries, bonus and other emoluments and benefits.

4. RESERVES:

Creation of funds for replacement, renovating and/or other periodic expenses.

5. OTHERS:

All other expenses and/ or outgoing as are incurred by the PROMOTER and/or the Association of Allottees for the common purposes

IN WITNESS WHEREOF the parties hereto have set and subscribe their hands and seals on the day month and year first above written.

Witnesses:

Signature of OWNERS

Signature of PROMOTER

Drafted by me &  
Printed in my office

Signature of ALLOTTEE(S)

Ayan ProsadKonar  
Advocate  
Dist. Judges' Court Burdwan  
Enrolment No. WB/681/2006

**E- SCHEDULE - ABOVE REFERRED TO**  
**(MEMO OF CONSIDERATION)**

Details	Amount
Price for the Flat sold	
Price for the Parking Space sold	
<b>Total Payment for the aforesaid Apartment</b>	

Received of and from the within-named ALLOTTEE(S) a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), by following manner, as consideration of aforesaid apartment:

Mode & Details of Payment	Date of Payment	Amount (Rs.)
TOTAL		

Witnesses:

We say received

OWNERS & PROMOTER