

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE MADE ON THIS _____ DAY OF _____

1) BANI MUKHERJEE, PAN-AEJPM7666P, wife of Late Sanat Kumar Mukherjee, by caste- Hindu, by occupation-Retired Person, by nationality-Indian, residing at

C/1, 25 Sabji Bagan Lane, Alipore, Kolkata-700027, **2) DIBYENDU HAZRA**, PAN-AAQPH5334Q, son of Late Radha Gobinda Hazra, by caste- Hindu, by occupation- Ex-serviceman, by nationality-Indian, residing at 2A "PROTICHI", Officer's Colony, P.O.- Sripally, P.S.- Burdwan, Dist.- Purba Bardhaman, PIN-713103, **3) KRISHNENDU HAZRA**, PAN-AAXPH5803P, son of Late Radha Gobinda Hazra, by caste- Hindu, by occupation-Service, by nationality-Indian, residing at 1/DE, Greenwood Park Extension, Action Area-1B, Newtown, Kolkata, North 24 Parganas, PIN-700156 and **4) KALYAN HAZRA**, PAN-ABYPH5970R, son of Late Harinarayan Hazra, by caste- Hindu, by occupation-Service, by nationality-Indian, residing at S.N. Banerjee Road, A-zone, Durgapur (Municipal Corporation), P.S.- Dist.- Paschim Bardhaman, PIN-713204,, being represented by his **constituted attorney R.D. CONSTRUCTION**, an association of person, (PAN No.- AASFR8781K), having its office address Radhaprasanna Bhawan, Indrakanan, P.O.- Sripally, Dist. Purba Bardhaman, PIN-713103, represented by its partners namely 1) SRI UTTAM KUMAR ROY, PAN-AIAPR9017L , son of Late Radhaprasanna Ray, by caste- Hindu, by occupation- Business, resident of Radhaprasanna Bhawan, Indrakanan, P.O.- Sripally, Dist. PurbaBardhaman, PIN-713103, and 2) SRI PARTHA DAS, PAN- ADUPD9422C, Son of Late Dulal Das, by caste- Hindu, by occupation- Business, resident of NetajiSubhas Nagar (North), P.O.- Ghola Bazar, Dist. North 24 Parganas, PIN-743165,, appointed by virtue of DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT executed on 23rd July 2024 and registered in the office of A.D.S.R., Burdwan in Book-I, volume no. 0203-2024, page from 122899 to 122925 being no. 020304936 for the year 2024, hereinafter called the '**LAND 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

R.D. CONSTRUCTION, an association of person, (PAN No.- AASFR8781K), having its office address Radhapasanna Bhawan, Indrakanan, P.O.- Sripally, Dist. Purba Bardhaman, PIN-713103, represented by its partners namely 1) SRI UTTAM KUMAR ROY, PAN-AIAPR9017L , son of Late Radhapasanna Ray, by caste- Hindu, by occupation- Business, resident of Radhapasanna Bhawan, Indrakanan, P.O.- Sripally, Dist. PurbaBardhaman, PIN-713103, and 2) SRI PARTHA DAS, PAN- ADUPD9422C, Son of Late Dulal Das, by caste- Hindu, by occupation- Business, resident of NetajiSubhas Nagar (North), P.O.- Gholabazar, Dist. North 24 Parganas, PIN-743165,, 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 land properties mentioned in serial nos.1 and 2 of Part-I of the schedule-A below previously belonged to Anushri Dan and her name was duly recorded in LRROR

AND WHEREAS during her title and possession over the said land said Anushri Dan sold the Land Property mentioned in serial no.1 of the Part-I of the schedule-A below unto and in favour of Partha Narayan Hazra, free from all encumbrances, absolutely and forever by virtue of Deed of Sale executed on 23/06/1988 and registered in the office of A.D.S.R., Burdwan, as Deed No.4727 for the year 1988.

AND WHEREAS Partha Narayan Hazra was actually a Benamdar in respect of said property and so he executed a Deed of Release on 14/08/1991 in favour of the real owners Dibyendu Hazra and Krishnendu Hazra and got the same registered in the office of A.D.S.R., Burdwan, as Deed No. 4829 for the year 1991

AND WHEREAS subsequently said Dibyendu Hazra and Krishnendu Hazra during their ownership and possession, sold the same to Bani Mukherjee by virtue of the Sale Deed executed on 11/05/1992 and registered in the office of DSR, Burdwan as Deed No. 3879 for the year 1992

AND WHEREAS on becoming owner and possessor of said 2150 sq.ft. land, mentioned in serial no.1 of the Part-I of the schedule-A below, said Bani Mukherjee, being the above referred LAND OWNER No.1, got her name mutated in LRROR under L.R.Khatian No.3277 and obtained permission for conversion to convert the said land from "Sali" to "Bastu" vide Case No.174/15 of B.L.&.L.R.O. Burdwan-II

AND WHEREAS on the other hand during her title and possession over the said land said Anushri Dan sold the Land Property mentioned in serial no.2 of the Part-I of the schedule-A below unto and in favour of Dibyendu Hazra and Krishnendu Hazra, free from all encumbrances, absolutely and forever by virtue of Deed of Sale executed on 20/06/1988 and registered in the office of A.D.S.R., Burdwan, as Deed No.4595 for the year 1988.

AND WHEREAS on becoming owners and possessors of said 2150 sq.ft. land, mentioned in serial no.2 of the Part-I of the schedule-A below, said Dibendu Hazra and Krishnendu Hazra, being the above referred LAND OWNER Nos.2 and 3 respectively, got their name mutated in LRROR under L.R. Khatian No. 3139 and 3140 and obtained permission for conversion to convert the said land from "Sali" to "Bastu" vide Case No.169/15 of B.L.&.L.R.O. Burdwan-II

AND WHEREAS the land properties mentioned in serial nos.3 and 4 of the Part-I of the schedule-A schedule below along with 513 sq.ft. strip of land gifted to Burdwan Municipality vide Deed No, 532 of 2024 of ADSR, Burdwan, previously belonged to Sabita Dutta and her name was duly recorded in LRROR

AND WHEREAS during her title and possession over the said land said Sabita Dutta sold the said Land unto and in favour of Hari Narayan Hazra and Deb Narayan Hazra, free from all encumbrances, absolutely and forever by virtue of Deed of Sale executed on 23/06/1988 and registered in the office of A.D.S.R., Burdwan, as Deed No.4725 for the year 1988.

AND WHEREAS during his title and possession over the said land said Deb Narayan Hazra sold his undivided $\frac{1}{2}$ share of said land properties, unto and in favour of Kalyan Hazra, free from all encumbrances, absolutely and forever through his constituted attorney Ramchadra Hazra by virtue of Deed of Sale executed on

30/03/2000 and registered in the office of A.D.S.R., Burdwan, as Deed No.2131 for the year 2000.

AND WHEREAS thereafter said Kalyan Hazra, being the above referred LAND OWNER No.4, got his name mutated in LRROR in respect of plot no.99 and 103 and obtained permission to convert the said land from "Sali" to "Bastu" vide Case No.183/15 and Case No.201/16 of B.L.&.L.R.O. Burdwan-II.

AND WHEREAS on the other hand said Hari Narayan Hazra, got his name mutated in LRROR in respect of his share in plot no.99 and 103 and obtained permission to convert the said land from "Sali" to "Bastu" vide Case No.184/15 and Case No.200/16 of B.L.&.L.R.O. Burdwan-II.

AND WHEREAS during his title and possession over the said land properties mentioned, said Hari Narayan Hazra died intestate leaving behind his wife- ALO HAZRA, son- KALYAN HAZRA and daughter- PARAMITA DAS

AND WHEREAS thus ALO HAZRA, KALYAN HAZRA and PAROMITA DAS inherited Hari Narayan Hazra's share of said land properties, in equal share having 1/3rd share each.

AND WHEREAS subsequently said Alo Hazra and Paromita Das transferred their undivided inherited 2/3rd share in said land in favour Kalyan Hazra, by virtue of Deed of Gift executed on 19/10/2021 and registered in the office of A.D.S.R., Burdwan, as Deed No.020308494 for the year 2021.

AND WHEREAS in the aforesaid Deed No.020308494 for the year 2021 there were certain mistake in the boundary length, so Alo Hazra and Paromita Das executed a Deed of Declaration on 12/04/2022 in favour Kalyan Hazra and thereby declared the correct boundary length and said Deed of Declaration was registered in the office of A.D.S.R., Burdwan, as Deed No.IV-020300055 for the year 2022.

AND WHEREAS thus the abovenamed Kalyan Hazra became sole owner and possessor of land properties mentioned in serial nos. 3 and 4 of the Part-I of the schedule-A below along with 513 sq.ft. strip of land gifted to Burdwan Municipality vide Deed No, 532 of 2024 of ADSR, Burdwan

AND WHEREAS the above referred LAND OWNER Nos. 1 to 4 with the intension to Develop the said properties clubbed and amalgamated their above mentioned respective areas in a single holding being no.352 of Ward No.12 of Burdwan Municipality, having total area of 6480 sq.ft.

AND WHEREAS the above referred LAND OWNER Nos. 1 to 4 gifted more or less 513 sq.ft. area of strip of land (comprised of 426.681 sq.ft. from plot no.99 and 86.327 sq.ft. from plot no.103) from the above mentioned 6480 sq.ft. land having holding no.352 in favour of Burdwan Municipality by executing a Deed of Gift on 24th January 2024 and got the same registered in the office of ADSR, Burdwan as Deed No, 532 of 2024 for the purpose of widening the width of the Municipal Road adjacent to said property and to get the benefit of erecting additional floor of proposed building and subsequently they jointly applied for sanctioned plan before Burdwan Municipality.

AND WHEREAS at present aforesaid BANI MUKHERJEE is the owner of land property mentioned in serial no.1 of the schedule below, aforesaid DIBYENDU HAZRA and KRISHNENDU HAZRA are the owners of land property mentioned in serial no.2 of the schedule below, and aforesaid KALYAN HAZRA is the owner of land property mentioned in serial nos.3 and 4 of the schedule below and they have been possessing the same and exercising their right, title, interest by clubbing and amalgamating the said properties under a single holding being no.352 of Ward No.12 of Burdwan Municipality by paying Municipal rates and taxes and also by

paying rent to the Government as owners without any disturbance from others and said property is in vacant condition at present.

AND WHEREAS the LAND 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,

AND WHEREAS the PROMOTER herein coming to know the intention of the LAND 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 LAND 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 LAND OWNERS and the PROMOTER as Developer executed one Development Agreement was executed on 28th May 2024 and registered in the office of ADSR, Burdwan as Deed No: I-020303341/2024 Volume No: 0203-2024, Page No: 83867 to 83916 to develop our aforesaid property in the form of a multistoried building consisting of several independent flats and parking space

AND WHEREAS plan had been sanctioned and permit, bearing Building Permit No. SWS- OBPAS/1201/2024/0418 dated 16/05/2024 by 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 apartment no. _____ having carpet area of _____ square feet, in _____ floor , _____ side of the said Building (along with garage/closed parking no. _____ admeasuring _____ 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**” as described in Schedule-C below (hereinafter 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 LAND OWNERS had executed a DEVELOPMENT POWER OF ATTORNEY AFTER REGISTERED DEVELOPMENT AGREEMENT executed on 23rd July 2024 and registered in the office of A.D.S.R., Burdwan in Book-I, volume no. 0203-2024, page from 122899 to 122925 being no. 020304936 for the year 2024

AND WHEREAS during continuation of above referred project the above-named ALLOTTEE(S) was /were in search of a residential flat and/ or parking space and being aware of said project, ALLOTTEE(S) made connection with the LAND 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 apartment no. _____ having carpet area of _____ square feet, in _____ floor , _____ side of the said Building (along with garage/closed parking no. _____ admeasuring _____ 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**” as described in Schedule-C below (hereinafter 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 LAND 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 “**KAMALA VILLA**”;

AND WHEREAS thereafter, in due course the DEVELOPER herein has caused construction and completed construction of the multi-Storied Residential Complex “**KAMALA VILLA**” 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 LAND OWNERS and PROMOTER and has/ have got delivery of possession of the said Apartment to the full satisfaction and have now requested the LAND 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 LAND 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 LAND 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 apartment no. _____ having carpet area of _____ square feet, in _____ floor , _____ side of the said Building (along with garage/closed parking no. _____ admeasuring _____ 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**” as described in Schedule-C below (hereinafter 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 LAND 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 LAND 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 LAND OWNERS AND THE PROMOTER DOTH HEREBY COVENANT TO THE ALLOTTEE(S)as follows-

- 1) The LAND 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 LAND OWNERS and the PROMOTER and the ALLOTTEE(S) in respect of the said Apartment .
- 2) The LAND 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 LAND 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 LAND OWNERS and PROMOTER or anyone claiming under, through or in trust from the LAND 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 LAND 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 the ALLOTTEE(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 LAND 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 LAND 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 LAND OWNERS AND PROMOTER AS FOLLOWS:-

- 1) The ALLOTTEE(S) shall never claim from the LAND 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 SCHEDULE-D 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 written herein.
- 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 LAND OWNERS 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 LAND 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 LAND 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 LAND 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 LAND OWNERS / 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 LAND OWNERS / 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 LAND OWNERS / 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 / 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 LAND OWNERS 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 LAND OWNERS 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 LAND OWNERS 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 " **KAMALA VILLA** ".
- 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 LAND 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 LAND 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 LAND 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 LAND 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.

SCHEDULE – A

PART-I

(DESCRIPTION OF THE PROJECT LAND)

1. All That piece and parcel of Sali class (convertible to Bastu class) of defined and demarcated land measuring about more or less 2150 sq.ft., lying and situated in R.S. Plot No.99, corresponding to current L.R. Plot No. 99, recorded under L.R. Khatian No. 3277 at Mouza-Kanainatsal, J.L. No.-76, under Police Station-Bardhaman, in the District of Purba Bardhaman, PIN-713103, under the jurisdiction of Burdwan Municipality, Ward No. 12 under Mahalla/Street - Kanainatsal North, butted and bounded as follows:
On the North: LR Plot No.102 (Part)
On the South: 12ft wide Road
On the East: Property of Third party
On the West : L.R. Plot No.99(Part) – Property of Dibyendu Hazra and others

2. All That piece and parcel of Sali class (convertible to Bastu class) of defined and demarcated land measuring about more or less 2150 sq.ft., lying and situated in R.S. Plot No.99, corresponding to current L.R. Plot No. 99, recorded under L.R. Khatian No. 3139 & 3140 at Mouza-Kanainatsal, J.L. No.-76, under Police Station- Bardhaman, in the District of Purba Bardhaman, PIN-713103, under the jurisdiction of Burdwan Municipality, Ward No. 12 under Mahalla/Street - Kanainatsal North, butted and bounded as follows:

On the North: LR Plot No.102 (Part)

On the South: 12ft wide Road

On the East: LR Plot No.99 (Part) – Property of Bani Mukherjee

On the West : LR Plot No.99(Part) – Property of Kalyan Hazra

3. All That piece and parcel of Sali class (convertible to Bastu class) of land, measuring about more or less 1705 sq.ft. out of it defined and demarcated more or less 1278 sq.ft., lying and situated in R.S. Plot No.99, corresponding to current L.R. Plot No. 99, recorded under L.R. Khatian No. 1546 at Mouza-Kanainatsal, J.L. No.-76, under Police Station- Bardhaman, in the District of Purba Bardhaman, PIN-713103, under the jurisdiction of Burdwan Municipality, Ward No. 12 under Mahalla/Street - Kanainatsal North, butted and bounded as follows:

On the North: LR Plot No.103 (Part)

On the South: 12ft wide Road

On the East: L.R. Plot No.99(Part) – Property of Dibyendu and others

On the West : More or less 28ft wide Road (Indrakanan Main Road)

4. All That piece and parcel of Sali class (convertible to Bastu class) of land, measuring about more or less 475 sq.ft. out of it defined and demarcated more or less 389 sq.ft., lying and situated in R.S. Plot No.103, corresponding to current L.R. Plot No. 103, recorded under L.R. Khatian No. 1546 at Mouza-Kanainatsal, J.L. No.-76, under Police Station- Bardhaman, in the District of Purba Bardhaman, PIN-713103, under the jurisdiction of Burdwan Municipality, Ward No. 12 under Mahalla/Street - Kanainatsal North, butted and bounded as follows:

On the North: LR Plot No.103 (Part)

On the South: LR Plot No.99(Part)

On the East: L.R. Plot No.102(Part)

On the West : More or less 28 ft wide Road (Indrakanan Main Road)

Total Land Area= 2150 sq.ft. + 2150 sq.ft. + 1278 sq.ft. + 389 sq.ft. =5967 sq.ft. =
0.137 acre (more or less)

And aforesaid total property is part of holding being no.352 of Ward No.12, Locality-Kanainatsal North of Burdwan Municipality.

PART-II

(DESCRIPTION OF THE APARTMENT)

WITHIN the Building namely “KAMALA VILLA” comprised in Part-I of Schedule-A above, one residential flat, bearing apartment 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**;

SCHEDULE – B
(FLOOR PLAN OF APARTMENT)

SCHEDULE -C
(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

SCHEDULE -D
(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 LAND 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

SCHEDULE - E

(MEMO OF CONSIDERATION)

Details	Amount
Price for the Residential Flat sold	
Price for the Parking Space sold	
Total Payment for the aforesaid Apartment	

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

LAND OWNERS & PROMOTER