

DEED OF SALE OF FLAT

**This DEED OF SALE is made and executed at Burdwan on thisday of
May, Two Thousand Twenty Four,**

BETWEEN

(1) -----, PAN: -----S/O-----by Caste - Hindu, by Nationality - Indian, by Occupation Cultivation, resident of Vill. & P.O. Sunur, P.S. Bhatar, District Purba Bardhaman, West Bengal, PIN – -----.(2) -----, PAN: -----S/O-----by Caste - Hindu, by Nationality - Indian, by Occupation Cultivation, resident of Vill. & P.O. Sunur, P.S. Bhatar, District Purba Bardhaman, West Bengal, PIN -----.(3) -----, PAN: -----S/O-----by Caste - Hindu, by Nationality - Indian, by Occupation Cultivation, resident of Vill. & P.O. Sunur, P.S. Bhatar, District Purba Bardhaman, West Bengal, PIN – -----.(, hereinafter collectively referred to as **LAND OWNER** (which expression shall, unless excluded by or repugnant to the context, be deemed include his legal heirs, executors, legal representation and assigns) represented by his Developer as well as Constituted Power of Attorney "**KRISHNA CONSTRUCTION**" a partnership firm within meaning of the Partnership Act 1930 having its office at Gar More, Nawabhat, P.O. – Fagupur, P.S. – Burdwan, Dist – Purba Bardhaman, Pin – 713104, PAN – of its partners -

1. -----, S/o – -----, residing at Natunganj, P.S. – Burdwan, Dist – Purba Bardhaman, Pin – 713102, Pan-----
2. -----, W/o – -----, residing at Natunganj, P.S. – Burdwan, Dist – Purba Bardhaman, Pin – 713102, PAN – -----
3. -----, S/o – -----, by faith – Hindu, by occupation – Business, residing at Tikarhat, P.S. – Burdwan, Dist – Purba Bardhaman, Pin – 713102, PAN – -----
4. -----, W/o – -----, by faith – Hindu, by occupation – Business, residing at Tikarhat, P.S. – Burdwan, Dist – Purba

Bardhaman, Pin – 713102, PAN – - hereinafter referred to as **THE FIRST PART /DEVELOPER / PROMOTER / CONFIRMING PARTY** (which terms or expression shall unless excluded by or made repugnant to the context be deemed to mean and include their legal heirs, successors, successor-in-interest and assignees) of the **FIRST PART**.

AND

..... S/O -, PAN NO –
 by Nationality- Indian, by Religion- Hindu, by Occupation- Business, resident Burdwan Bajepuratappur, P.O. Burdwan, P.S. Burdwan Sadar, District –Purba Bardhaman, PIN- 713101 hereinafter called as **SECOND PARTY**(which term or expression shall unless excluded by or made repugnant to the context be deemed to mean and include his respective heir, successor, executor, administrator, representative, director, transferee, assign) of the **SECOND PART**.

WHEREAS the property original belonged to one Rahamatulla Karim while he had right, title, interest and possession over the 'A' Schedule property, he mutated his name in the R.S. & R.O.R. and on payment of Govt. etc. had been possession the same with absolute ownership in the property. Thereafter Rahamatulla Karim, while he had right title interest and possession over the property he hereby transferred his the property in favour of SmtHemprobha Ghosh, W/O - Dr. Sunil Kumar Ghosh by dint of register Deed of sale vide Redg. Sale Deed No. 1887 dt 20/03/1957 registered before Burdwan District Sub-Registrar and after becoming owner of said Hemprobha Ghosh, she mutated her name in the L.R. & R.O.R. and on payment Govt. Rent and Municipal tax etc. had been possessing the same with absolute ownership in the property. Then Hemprobha Ghosh while she had/have right, title, interest and possession over the property she transferred her property by dint of three registered Deeds of Gift being No. - 6758/1983, 6759/1983 and 6760/1983 in favour of Sri Asim Kumar Ghosh, Sri Prasanta Kumar Ghosh and Sri Subhas Chandra Ghosh respectively and after becoming owners in the property they on payment of Govt. rent etc. and they also hereby mutated their names in the present L.R. & R.O.R. and they acquired marketable title in the property and he acquired good, absolute and marketable title in the schedule below property i.e the present OWNER.

AND WHEREAS the party of the **FIRST PART** i.e. (I) ----- Ghosh, (II) Sri-----
 -----Ghosh & (III) Sri ----- Ghosh, all sons of Late -----
 are the absolute recorded owners and possessors of ALL THAT the piece and parcel of
 the landed property contained in J.L. No. 39, Mouza Radhanagar being C.S. Plot No. - 42,
 R.S. Plot No. 42/736, LR. Plot No. 347, appertaining to C.S. Khatian No.- 785, R.S. Khatian
 No. 1513, L.R. Khatian No. 5236, 43 and 2775 respectively, Class- Bastu, total
 measuring about 5 (Five) Katha equal to 081/3 (Eight and one third) cents/8.2454
 decimals equal to 3589 sq.Ft. within the territorial jurisdiction of Burdwan Municipality,
 P.S. Burdwan Sadar, District Purba Bardhaman - 713101 who have got the same by
 virtue of three separate registered Deed of Gift executed on 14th day of November, and
 registered on 23/11/1983 being Deed No. 6758, 6759, 6760 for the year 1983 registered
 in the office of the Joint Sub-Registrar, Burdwan in Book No. I, Volume No. 84 at pages
 from 107 to 113, Book No. 1, Volume No. 84 at Pages from 114 to 120 and Book No. I,
 Volume No. 84 at pages from 121 to 127 respectively.

AND WHEREAS.....i.e. the present OWNER as absolute owner & in
 possession of the " First " schedule property desire to construct a multi-storied
 residential building containing several flats/units/car parking spaces. But for want of
 time, experience and fund she is unable to proceed with such a project.

AND WHEREAS the DEVELOPER FIRM is engaged in civil construction and development
 of immovable properties. The OWNER has approached to the DEVELOPER to take up the
 project and complete the same by providing fund from his own source.

AND WHEREAS the DEVELOPER FIRM represented by its proprietor, have agreed to take
 up the project for development of the said property and to provide funds for the said
 project thereupon and to start and complete the same.

AND WHEREAS the OWNER / DEVELOPER after due discussion over the modus operand
 and terms & conditions of development, they have mutually agreed to the terms and
 conditions of the development.

AND WHEREAS the DEVELOPER FIRM represented by its proprietor, have agreed to
 enter this agreement on the representation of the OWNER that she is the absolute
 owner and in possession of the said property and is entitled to enter into this
 agreement.

AND WHEREAS for the construction of the Multi-Storied Residential Building containing
 several self-contained flats /unit/car parking spaces Ownership Building upon the same
 land (more fully and particularly described in the First schedule here under written), the
 developer approved Building plan to the Burdwan Municipality with the consent of land
 owner, in accordance with

AND WHEREAS said, S/O - became the absolute owner and possessors of the schedule mentioned property, herein after **PARTY TO THE FIRST PART** herein being the absolute owner and acquired a better an independent right, title, interest and possessor over the piece or parcel of demarcated butted and bounded portion of land J.L. No. 39, Mouza----- being C.S. Plot No. - 42, R.S. Plot No. 42/736, LR. Plot No. 347, appertaining to C.S. Khatian No.- 785, R.S. Khatian No. 1513, L.R. Khatian No. 5236, 43 and 2775 respectively, Class- Bastu, total measuring about 5 (Five) Katha equal to 081/3 (Eight and one third) cents/8.2454 decimals equal to 3589 sq.Ft. within the territorial jurisdiction of Burdwan Municipality, P.S. Burdwan Sadar, District Purba Bardhaman - 713101, which are free from all encumbrances. The land within the jurisdiction of the Burdwan Municipality at Purba Bardhaman more fully described in the schedule of this development agreement written and hereinafter referred to as the said property, and said above Mentioned land owners herein who are agreed to develop their property with the developer/Promoter herein to this development agreement and full consent for develop and as well as construction over the schedule mentioned property at the cost of the developer/Promoter.

AND WHEREAS the party to the FIRST PART as owner is now in absolute Khas possession of the land in the schedule mentioned hereunder by exercising their right, title by paying land Revenue to the State of West Bengal and mutated his name in the present L.R. Record of rights before the Ld. B.L & L.R.O., Burdwan- I at Purba Bardhaman being C.S. Khatian No.- 785, R.S. Khatian No. 1513, L.R. Khatian No. 5236, 43 and 2775 respectively and also in the assessment records of Burdwan Municipality and paid up to date Municipal Taxes to the Burdwan Municipality.

AND WHEREAS thereafter the parties of the First Part herein being desirous of developing and construction of the property into a new multi-storied residential building over the 'First schedule' property, But for want of time, experience and fund they are unable to proceed with such **G+III OR G+IV** as the case may be residential Flat/ building project and they are in need of an Firm/Person/Company, who would take up the project and complete the same by taking all sorts of steps for development & construction of the proposed **B+G+IV** storied residential building project by providing funds from its /his/their own source.

AND WHEREAS the DEVELOPER FIRM is engaged in civil construction and development of immovable properties. The OWNER have approached the DEVELOPER FIRM represented by its sole proprietor to take up the project and complete the same by providing fund from its/his/their own source.

AND WHEREAS the DEVELOPER FIRM represented by its Partnership Firm has agreed to take up the project for development of the said property and to construct the **B+G+IV** storied residential building over the First schedule mention property and to provide funds for the said project there upon, and therefore they all undergone into a **Development Agreement** with **Power of Attorney**, represented by its Partners.

AND WHEREAS the owner and the developer/Promoter after a detailed discussion over the 'modus operandi' and all the terms and conditions in regard to the said construction as well as development of the said property, have agreed upon.

AND WHEREAS in pursuant to the said proposal of the developer/Promoter and the Owner the party of the First Part herein have agreed to cause to effect construction of a Multi-Storied Residential Building upon the aforesaid plot of land for consideration as described hereinafter in details and the developer/Promoter, the party of the First Part thereto has agreed to develop the said plot of land constructing a Multi Storied Residential Building thereon as per terms and conditions therein after appearing.

AND WHEREAS for the purpose of smooth and uninterrupted work of development, the said owners executed a **"Registered Developer Power of Attorney" which recorded in Book No. I..... duly registered at the office of A.D.S.R. Bardhaman on, 2024."** Burdwan in favour of the developer/Promoter to dispose of the Developer's Allocation at the newly constructed building favour of intending allottee of Developer's Allocation. Though the aforesaid registered Development Agreement and aforesaid registered power of attorney First schedule land area mentioned more or less 14 decimals but the aforesaid multistoried building under the name and style of **"KRISHNA VILLA APARTMENT"** construct over more or less 13.2 decimals of Bastu class of land.

AND WHEREAS for the construction of the Multi-Storied Residential Building containing several self-contained flats or Apartment Ownership Building upon the same land (more fully and particularly described in the First schedule here under written), the developer/Promoter applied Building plan to the Burdwan Municipality with the consent of land owners, in accordance with the building plan sanctioned by the Burdwan Municipality of Purba Bardhaman vide Sanction **The Building Permit No.....**, of the Project category B+G+IV residential Flats/Units/Car parking spaces on terms that the developer/Promoter would make construction of the proposed building and with the authority and power to procure the cost of construction from intending purchasers of Flats/Units/Car parking spaces of the proposed building on the said plot of land referred in the Schedule hereunder written at the costs and expenses of the developer/Promoter. But necessary lack of experience and inadequate funds, the Owners are unable to proceed with such a huge project.

AND WHEREAS The Promoter/Developer has registered the project under the provisions of the Act with the **West Bengal Real Estate Regulatory Authority at Kolkata with NPR No.**

The said properties earmarked for the purpose of building a residential project, comprising of multistoried residential building and the said project shall be known as

“KRISHNA VILLA APARTMENT”(project) provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no residential development shall be permitted unless it is a part of the plan approved by competent authority.

AND WHEREAS by virtue of the said Registered Development agreement and registered power of attorney, the developer/Promoter as well as the Owners intends to sell and dispose of their respective allocation flat together with undivided proportionate share in land in the newly constructed building of the Promoter’s allocation.

AND WHEREAS at this stage the ALLOTTEE have requested the DEVELOPERFIRM represented by its proprietor to purchase the **Flat** being no. **A1** on the **Third floor** a little more or less **806 Square Feet Built-up** and a little more or less **1007 Square Feet super built-up area** along with a **Car Parking Space** more or less **120 square feet and one two wheeler Space** on the **G+III OR G+IV** as the case may be residential Flat/ building together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities of the **G+III OR G+IV** as the case may be residential Flat/building over the **FIRST SCHEDULE** property, which is more fully describe in the **SECOND SCHEDULE** hereunder written and the DEVELOPER FIRM as agent & representative of the OWNERS have accepted the said proposal of the PURCHASERS/ALLOTTEE and the DEVELOPER FIRM represented by its Proprietor has mutually agreed to transfer the **Flat** being No. **A1** on the **Third floor** a little more or less **806 Square Feet Built-up** and a little more or less **1007 Square Feet super built-up area** along with a **Car Parking Space** more or less **120 square feet** for a consideration of **Rs.**of the **G+III OR G+IV** as the case may be residential Flat/building together with proportionate land of the **B+G+IV** storied building as mentioned in the **SECOND SCHEDULE** below, on the terms and conditions hereinafter mentioned, In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the developer/Promoter with the consent and concurrence of the Owner doth hereby agree to sell and the Allottee hereby agrees to purchase the Flat along with car parking space.

- A. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- B. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- C. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this

Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

- D. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the [Flat] and the car parking spaces (if applicable).

NOW IT IS AGREED BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. The purchasers/allottee the party of the THIRD PART decided to purchase the **Flat** being no. **A1** on the **Third floor** a little more or less **806 Square Feet Built-up** and a little more or less **1007 Square Feet super built-up area** along with a **Car Parking Space** more or less **120 square feet and one Two Wheeler Space** approach to the developer/Promoter as well as confirming party and the developer/Promoter as well as confirming party agree to sell the said flat, with undivided proportionate share in land and common benefits at common benefits at or for a consideration of **Rs.**for the said flat and for a consideration amount of **RS.....**for the said **the Car Parking Space** and for a consideration amount of **Rs.for the One Two Wheeler Space** in total consideration amount of **Rs.**for the schedule mention property.

Without valid money receipt no payment will be made.

Be it mentioned here that the present agreement is made during the process of the proposed Building and at the time of final survey of the aforesaid FLAT there is a great possibility to vary the internal area and both parties mutually agreed the same. So, at the time of final registration of the aforesaid FLAT the party of the SECOND PART should have/has to pay the additional consideration amount proportionately at the rate of on this day as mutually agreed between the parties without any objection whatsoever.

2. The party of the FIRST PART i.e. Developer/promoter shall deliver the Xerox copy of all title chain deeds & other documents relating to the said property in their possession or power for inspection thereof by the party of the SECOND PART for investigation of title.
3. The Allottee confirm to have inspected and examined the title in respect of the land, they are fully satisfied with the title of the land owner free from all encumbrances and agrees and covenants not to raise any objection thereto in future. The purchasers/allottee has/have also inspected the various Agreements, power of attorney herein before referred

and the building plan be sanctioned by the Burdwan Municipality and also satisfied and convinced with the right of the developer/Promoter to enter into these agreements.

4. The Developer/Land owner agrees to sell and to transfer to cause to be sold and transferred in favour of the allottee and the allottee hereby agrees to purchase ALL THAT the said flat along with car parking space with the undivided share or interest in the said land referred in the SECOND SCHEDULE hereunder written. The Promoter/Land owner does hereby agree and undertake to execute or cause to be executed the deed of conveyance in favour of the purchasers/allottee of the said flat along with car parking space together with undivided proportionate share in land.

5. The allottee shall not have any right, title interest, claim or demand whatsoever or howsoever in respect of the other parts or portions of the said building specifically the top floor roof (save and except the said flat any agreed to be purchased and specified in Second Schedule) but shall have right in common areas.

6. That the allottee shall not do any act, deed or thing whereby the construction or development of the said building or property is in any way hindered delayed or impeded with not shall in any way commit prejudice of any of the terms and conditions herein contained and further that if due to any action directly or indirectly of the purchaser/allottee the work be stopped, then the purchaser/allottee shall be liable to pay to the Developer all cost and damages so suffered by the Promoter.

7. The purchaser/allottee shall not sell, transfer, mortgage, assign or any way alienate or encumber the benefits of the agreement without prior consent in writing of the Developer/promoter during the construction period.

8. Time for payment is the essence of the contract and the purchaser/allottee hereby agrees not to withhold payment for any reason whatsoever or howsoever. The purchasers/allottee shall make all payments directly to the Developer against acknowledgement receipt. Provided that if the allottee delays in payment towards any amount for which is payable, allottee shall be liable to pay interest as per agreement.

9. The Developer shall construct the said building with standard materials and as per annexed specification.

10. The purchaser/allottee shall pay extra amount if extra area is found at the time of final possession and the purchaser shall pay extra amount for applicable GST or other statutory charges and for extra work asked by the purchaser to the developer, and if the Developer falls short of measurement as was earlier agreed upon then the developer shall refund the

money to the purchaser/allottee for that differential portion of the area for which if the developer already received money from the purchaser/allottee.

11. The purchaser/allottee shall regularly and punctually make payment of such sum towards maintenance charges and other outgoing as mentioned in the aforesaid schedule hereunder written which may be determined by the developer/transferees of all the flats in the said building is formed.

12. That the flat along with car parking space will hand over to the allottee within 36 months from the date of execution of this agreement.

13. So long as such flat along with car parking space and in the said building shall not be separately assessed for the purpose of Municipal Taxes, maintenance charges and water charges and purchaser/allottee shall pay proportionate share or water taxes, maintenance charges and Municipal Taxes and other taxes assessed on the whole building including the charges for consumption on electricity. Such proportion shall be determined by the Developer on the basis of the area of such flat along with car parking space in the said building.

14. The purchaser/allottee shall have no claim in any other part or portion of the building and ultimate top roof of the building save and except the said flat along with car parking space hereby agreed to be acquired by them.

15. The purchaser shall use the said flat only for the purpose of residence.

16. The purchaser/allottee shall have to pay proportionate share in electric supply meter consumption to the developer for electricity used from common meter.

17. After handing over possession the allottee shall not break or remove any walls of the flat and car parking space and shall not open any new windows or door without sanction of Burdwan Municipality and shall not commit or permit to be committed any alteration or change any pipes, conducts, cables and other fixtures and fittings serving the said building of the said flat.

18. The purchaser/allottee shall not claim any right over and in respect of the ultimate top roof or terrace of the said building.

19. That after payment of full consideration money with 1% GST or as per rule and other specified charges, the Developer shall deliver the possession of the said flat along with car parking space and shall execute and register Deed of Conveyance in favour of the allottee.

20. All disputes and differences arising out of this agreement or in relation to the determination of any liability of the parties hereto or the construction and interpretation of

any of the terms or meaning thereof shall be referred to the arbitration under provision or arbitration Act, 1940 any statutory modification thereof from time to time in force and way given by the arbitrator shall be binding final and conclusive on the parties hereto.

21. That excess car parking space which are not purchased by the flat purchaser/allottee along with the flat shall remain absolute property of the Developer and Owners as per allocation and the Developer shall have full right and authority to hold, to sell to any outsider, or to convert for commercial purpose and deal with same in any manner as the Developer deem fit and proper to suit the purpose.

22. The Developer shall have full right to retain the top floor roof and reserves the right to raise further construction of flats thereon as per building rules of the Municipality and to sell or deal with the same in any manner as the Developer think fit and proper and also to install tower of any mobile phone operator on the ultimate top floor roof and the Developer or any person on their behalf shall be entitled to enjoy equal common right with other flat owners and that in the event of further construction, the water tank on the roof shall be shifted on the ultimate top floor roof at the cost of the Developer.

23. The purchaser/allottee shall regularly and punctually make payment of such sum towards maintenance charges and other outgoing as mentioned in the aforesaid schedule hereunder written which may be determined by the developer/transferees of all the flats in the said building is formed.

24. Time for payment is the essence of the contract and the purchaser/allottee hereby agrees not to withhold payment for any reason whatsoever or howsoever. The purchaser/allottee shall make all payments directly to the Developer against acknowledgement receipt.

25. At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Flat along with car parking spaces to the purchaser/allottee and the common areas to the Association of the purchaser/allottee.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Developer towards the Flat and car parking spaces.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of GST, CGST, if any as per law, or any other similar taxes

which may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the [Apartment/Flat]:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the Developer shall be increased/reduced based on such change / modification;

- (iii) The Developer shall periodically intimate to the Allottee, the amount payable as stated in above and the Allottee shall make payment within 30 (thirty) days from the date of such intimation. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of [Flat] includes: 1) proportionate share of the Land in the Common Areas, and 2) car parking spaces (if any) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

The Allottee shall make the payment as per the payment plan set out in Third Schedule ("Payment Plan").

It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, Flat or building, as the case may be, without the previous written consent of the Allottee. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. Applicable in case of a unit/apartment/ Flat] The Developer shall confirm the final built-up area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the built-up area. The total price payable for the built-up area shall be recalculated upon confirmation by the Developer. If there is any reduction in the built-up area within the defined limit then Developer shall refund the excess money paid by Allottee, if there is any increase in the built-up area allotted to Allottee, the Developer

shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

Subject to the Developer agrees and acknowledges the Allottee shall have the right to the unit/ Apartment/ Flat] as mentioned below:

(i) The Allottee shall have exclusive ownership of the [Unit/ Apartment/Flat]

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottee as provided in the Act;

(iii) That the computation of the price of the [unit/Apartment/ Flat] includes recovery of price of land, construction of [not only the unit/Apartment/ Flat but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Developer and the Allottee agrees that the [Apartment/ Flat] along with car parking spaces shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely "**KRISHNA VILLA APARTMENT**" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Allottee has paid a sum of **Rs.**, as booking amount being part payment towards the Total Price of the [Flat and car parking spaces] at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Flat and car parking spaces along with

one two wheeler space] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

THE SCHEDULE "A"

THE FIRST SCHEDULE ABOVE REFERRED TO: (The demised plot of land)

ALL THAT piece and parcel of land measuring 05(Five) Katha equal to 08 1/3 cents / 8.24(Eight Point Two Four) decimals equal to 3589 sq.ft.(Three Thousand Five Hundred Eighty Nine) Land situated over C.S. Plot No. - 42, R.S. Plot No. 42/736, LR. Plot No. 347, appertaining to C.S. Khatian No.- 785, R.S. Khatian No. 1513 & L.R. Khatian No. 5236, 43 & 2775 respectively, Class Bastu, J.L. No. 39, MouzaRadhanagar, P.S. Burdwan Sadar, District - Purba Bardhaman, District Joint Sub-Registrar, Burdwan within the territorial jurisdiction of Burdwan Municipality. Project category ground floor with G+III OR G+IV as the case may be residential Flat Building atMouza - Radhanagar, Mahalla R.C. Das Road, of ward No.- 30, under Burdwan Municipality and construction over this land with sanctioned plan by the Burdwan Municipality defined and demarcatedin the sanctioned plan TOGETHER WITH all liabilities, privileges and easement common facilities and amenities appurtenant there to over and beneath the road / common passage and **TOGETHER WITH** all rights, title, interestand possession of the Owners by Registered Deed of Gift. The property is butted and bounded by:

ON THE NORTH: House of -----.

ON THE SOUTH: Vacant Land of -----.

ON THE EAST : 12 ft. wide adjustment metal Road.

ON THE WEST : 21 ft. wide R.C. Das Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

SAID UNIT/FLAT/Car parking Spaces

ALL THAT piece and parcel of the **Flat** being no. **A1** on the **Third floor** a little more or less **806 Square Feet Built-up** and a little more or less **1007 Square Feet super built-up area** along with a **Car Parking Space** more or less **120 square feet and one two wheeler space** on the **basement** of the B+G+IV storied residential building together with undivided proportionate share of the land along with rights of easements, common areas, facilities and amenities annexed thereto, under Municipal Mahalla R.C. Das Road, of ward No.- 30, , within the jurisdiction of Burdwan Municipality, A.D.S.R. Office & P.S. Burdwan Sadar, District: Burdwan (now Purba Bardhaman), in the State of West Bengal, Under the name & style as **"KRISHNA VILLA APARTMENT"**.

Details specification at the **Flat** being no. **A1** on the Thirdfloor and other criteria are as follows: -

1. Three bed rooms, one kitchen cum dining room, two bathrooms, Two Veranda.

2. Measuring of the flat **Built-up area 1007** sq.ft. a little more or less.

PARKING: Car Parking space more or less **120** sq.ft. at basement and one Two wheeler under the flat the premises together with proportionate share at land underneath with common facilities, thereon.

THE SPECIFICATION, AMENITIES, FACILITIES OF CONSTRUCTION OF THE FLATS:

Structure	Reinforced cement concrete
Caress Walls and Partition Walls	Out-Side 10 inches and In-Side 5 Inches and 3 Inches respectively.
Flooring	Marble/Tiles
Skirting and Dado	6 Inches skirting
Plastering	In General.
Woodwork	Main door and other doors are by Commercial Flash Door,
Steel & M.S. Grill works and Glazing	All windows are three-way Aluminums channel with G-locking system.
Painting	All the internal wall surfaces and the ceiling will be finished with putty. The external wall surfaces will be finished with weather coat or equivalent cement-based paint. All the wooden surfaces will be finished with priming coat.
Finishing works for ground Floor	The parking areas will be finished with net-cement.
Hardware fitting and fixtures	All the hardware fittings will be of aluminum/steel. The internal doors will have all the necessary locking arrangements like hatch bolts, rings etc. complete. Door buffers will be fixed in every door.
Electrical Works	All the electrical lines will be concealed with copper wires with PVC conceal.

Each Flat will have the following electrical points:

living cum Dining	Three light points, One Fan point, One Plug Point, one AC point in each bed room
Kitchen	One light point, Two Power Point, One Exhaust Fan Point.
Toilet 1	One light point, One Exhaust Fan Point, One Gezer Point in one toilet.
Toilet 2	One light point, One Exhaust Fan Point.
Water supply & drainage	<p>One Overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir.</p> <p>The drainage line will be connected to the existing sewer line through the Master trap.</p> <p>Each flat has separate water supply line from the overhead water reservoir through P.V.C Pipes and fittings.</p>
Dining	One Basin.
Balcony	Balcony will be finished as 2 ¹ / ₂ Ft. Brickwork/Grill at Outside and one light point also provided. Other than the Steel or Grill work will be done personally by the Intending Purchaser.
Toilet fittings & fixtures	Each toilet will be provided with one shower, one commode. Two taps will be provided in the toilet.
Kitchen space	Kitchen space will be provided with one cooking platform finished with marble & one sink.

THE SCHEDULE "C" ABOVE REFERRED TO -

COMMON AREAS AND FACILITIES:

- Land underneath the building and statutory open spaces with the land
- Lobbies and staircases
- Underground and over-head reservoir, water tanks, Septic Tanks all supply/drain water pipes (save those inside any flat), boundary walls, main gate, meter spaces.
- Darien/guard/Care Taker's resting area.
- Electric Meter spaces Pump and Motor, Electrical installations relating to meter

- for receiving electricity from WBSEDCL L td.
- Passage for entrance
- Lift with all its installations
- Common Toilet on the ground floor
- Other common area and installations and/or equipment as provided in the new building for common use and enjoyment.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals after understanding the contents of this Deed of conveyance on the day, month and year first above written.

Signature of the Vendor / developer(s)

Signature of the Purchaser (S)

WITNESSES:

SIGNED, SEALED AND DELIVERED

By the Parties at _____ in the presence of:

1.

2

Drafted by me:

MEMO OF CONSIDERATION

RECEIVED of and from the Purchaser.....the sum of Rs.....(**Rupees.....**)
 herein above towards the full consideration of the property.

D.D/Pay Order No.	Date	Bank	Amount
.....	Rs.....
Total :			Rs.....

.....

SINGATURE OF DEVELOPER / VENDOR/ CONFIRMING PARTY

(NB: The amount received by Vendor, Developer and confirming party should be mentioned separately)

Witnesses:

1.

2.

