

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, **TWO THOUSAND AND TWENTY-THREE (2023)**.

**-BETWEEN-**

**(1) MR. ASHIS ROY, [PAN No. BUHPR8442K] [AADHAR No. 4969 5224 3203]** son of Shree Ganesh Roy, by Nationality - Indian, by Religion – Hindu, by Occupation - Business, resident of Birja Pally, G.T Road, Sanyasi Tala, Kulti, Pincode - 713343, Paschim Burdwan, West Bengal,

(2) **MR. SASWAT RAY**, [PAN No. AOAPR7374C] [AADHAR No: 7093 6976 1066], son of Shree Ganesh Ray, by Nationality - Indian, by Occupation - Business, by Religion – Hindu, resident of Birja Pally, G.T Road, Sanyasi Tala, Kulti, Pincode - 713343, Paschim Burdwan, West Bengal,(3) **MRS. MANORAMA RAY**, [PAN No. AFZPR4169P] [AADHAR No. 3538 8578 5283] daughter of Bhim Ray and wife of Ganesh Ray, by Nationality - Indian, by Occupation - Business, by Religion – Hindu, resident of Birja Pally, G.T Road, Sanyasi Tala, Kulti, Pincode - 713343, Paschim Burdwan, West Bengal, (4)**MOHAMMAD MUSLIM**,[PAN No. ADLPM0182H] [AADHAR No. 4676 4013 3863] son of Mohammed Siddique, by Nationality - Indian, by Occupation - Business, by Religion – Muslim, resident of 2B/H/1, Chatu Babu Lane, Intally S.O, Entally, Kolkata – 700014, West Bengal and (5)**MD. REZAUR RAHMAN**,[PAN No. ACGPR8605J] [AADHAR No. 8116 5239 4635] son of Khalilur Rahman, by Nationality - Indian, by Occupation - Business, by Religion – Muslim, resident of Akhtari Manzil, Jamtara Road, Near Petrol Pump, Pincode - 815354, Mihijam, Jamtara, Jharkhand, hereinafter jointly called and referred to as the “**OWNERS**” (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **FIRST PART**. The OWNERS are represented by their **Constituted Attorney** namely **M/S. BRICKS PROPERTIES**, a proprietorship firm, represented by the Proprietor namely **MR. AVIJIT MAJI**, [PAN No. BVQPM0775A] [AADHAR No. 4814 4509 4020] son of Nema Maji, by Nationality - Indian, by Occupation - Business, by Religion – Hindu, residing at 2B/2, Street No. 2, Behind Mission Hospital, Vivekananda Park, Arra, Pincode – 713212, Durgapur, District – Paschim Burdwan, West Bengal, by Development Power of Attorney dated 22<sup>nd</sup> October, 2021, which was duly registered in the office of the Additional District Sub-Registrar, Kulti, District – Paschim Bardhaman and recorded in Book No. I, Volume No. 2324-2021, Pages from 88169 to 88194, being No. 232403867 for the year 2021.

**AND**

**M/S. BRICKS PROPERTIES**, a proprietorship firm, represented by the Proprietor namely **MR. AVIJIT MAJI**, [PAN No. BVQPM0775A] [AADHAR No. 4814 4509 4020] son of Nema Maji, by Nationality - Indian, by Occupation - Business, by Religion – Hindu, residing at 2B/2, Street No. 2, Behind Mission Hospital, Vivekananda Park, Arra, Pincode – 713212, Durgapur, District – Paschim

Burdwan, West Bengal, hereinafter called and referred to as the “**DEVELOPERS**” (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART**.

**-AND-**

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be ], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr . / Ms. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[ If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted

assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

**WHEREAS :-**

1. The property as described is owned and possessed by:
  1. Sri Ashish Ray by virtue of registered deed of sale being No: 022401497 dated 4<sup>th</sup> May, 2016.
  2. Sri Saswat Ray by virtue of registered deed of sale being No: 022401500 dated 4<sup>th</sup> May, 2016.
  3. Smt Manorama Ray by virtue of registered deed of sale being No: I-002401503/16 dated 4<sup>th</sup> May, 2016.
  4. Md. Muslim by virtue of registered deed of sale being No: I-022401635/16 dated 17<sup>th</sup> May, 2016.
  5. Md Rezaur Rahman by virtue of registered deed of sale being No: I-478 dated 13<sup>th</sup> March, 2014.

**LAND OWNERS** who were the recorded owner of the schedule mentioned landed property and their

J.L No	R.S & L.R Plot No:	R.S & L.R Khaitan No:	MOUZA	BLOCK	Share(Acre)	Shareholder	Class
29	135	352	RAIDI	KULTI	1.56	ASHIS ROY	Baid
29	135	355	RAIDI	KULTI	0.97	SASWATI RAY	Baid
29	135	356	RAIDI	KULTI	1.55	MANORAMA RAY	Baid
29	135	362	RAIDI	KULTI	0.28	MD MUSLIM	Baid
29	135	402	RAIDI	KULTI	0.56	MD REZAUR RAHMAN	Baid

names have been duly and correctly recorded in **L.R.** record of rights as undermentioned.

2. Originally the property situated at Block- Kulti, **Mouja- Raidi, J.L No: 29, R.S & L.R Dag No: 135, L.R Khatian No: 352**, measuring **1.56 acre, baid land** belonged to 1) Ibrahim Golaria and 2) Dabir Golaria who jointly on 24th November, 2011 transferred their rights, title, interest and possession of the aforesaid property in favour of Smt Shakuntala Kumari, by executing and registering a deed of sale which was registered in the office of Additional District Sub-registrar at Asansol and recorded in Book No: I, Volume No: 31, Pages 6333 to 6347, being No: 10921 for the year 2011. The said Smt Shakuntala Kumari, wife of Ananda Gorai, further on 4th May 2016 transferred her rights, title, interest and possession of the aforesaid property in favour of **SRI. ASHIS RAY, the Owner No. 1 herein**, which was registered in the office of Additional District Sub- registrar at Kulti and recorded in Book No: I, Volume no: 0224-2016, Page no: 26416 to 26433, Being No: 022401497 for the year 2016.
3. Originally the property situated at **Block- Kulti, Mouja- Raidi, J.L No: 29, R.S & L.R Dag No: 135, L.R Khatian No: 355**, measuring **0.97 acre, baid land belonged to 1) Ibrahim Golaria and 2) Dabir Golaria** jointly on 24th November, 2011 transferred their rights, title, interest and possession of the aforesaid property in favour of Smt Binita Gorai alias Rakshit by executing and registering a deed of sale which was registered in the office of Additional District Sub-registrar at Asansol and recorded in Book No. I, Being No. 10916 for the year 2011 **AND** in favour of Smt Dipali Rakshit by executing and registering a deed of sale which was registered in the office of Additional District Sub-registrar at Asansol and recorded in Book No: I, Volume no: 31, Page 6183 to 6197, Being No. 10913 for the year 2011. The said Smt Binita Gorai Alias Rakshit and Smt Dipali Rakshit further on 4th May 2016, jointly transferred their rights, title, interest and possession of the aforesaid property in favor of **SRI. SASWAT RAY, the Owner No. 2 herein**, by executing and registering a deed of sale which was registered in the office of Additional District Sub- registrar at Kulti and recorded in Book No. I, Volume no: 0224-2016, Page no: 26467 to 26486, Being No: 022401500 for the year 2016.
4. Originally the property situated at Block- Kulti, Mouja- Raidi, **J.L No: 29, R.S & LR Dag No: 135, L.R Khatian No: 356**, measuring 1.55 acre, baid land belonged to 1) Ibrahim Golaria and 2) Dabir Golaria who jointly on 24th

November, 2011 transferred their rights, title, interest and possession of the aforesaid property in favour of Smt Binita Gorai Alias Rakshit by executing and registering a deed of sale which was registered in the office of Additional District Sub-registrar at Asansol and recorded in Book No. I, Being No: 10916 for the year 2011 AND in favour of Smt Shakuntala Kumari by executing and registering a deed of sale which was registered in the office of Additional District Sub- registrar at Asansol and recorded in Book No: I, Volume no: 31, Page no: 6333 to 6347, Being No: 10921 for the year 2011. The said Smt Binita Gorai Alias Rakshit jointly with Smt Shakuntala Kumari further on 4th May 2016 transferred their rights, title, interest and possession of the aforesaid property in favour of **SMT. MANORAMA RAY, the Owner No. 3 herein** by executing and registering a deed of sale which was registered in the office of Additional District Sub-Registrar at Kulti and recorded in Book No: I, Volume no: 0224-2016, Page no: 26521 to 26540, Being No: 022401503 for the year 2016.

5. Originally the property situated **at Block- Kulti, Mouja- Raidi, J.L. No: 29, R.S & L.R Dag No: 135, L.R Khatian No: 362**, measuring **0.28 acre, baid land** belonged to Sri Suresh Yadav, who on 6th January, 2010 transferred his rights, title, interest and possession of the aforesaid property in favour of Smt Shakuntala Kumari by executing and registering a deed of sale which was registered in the office of Additional District Sub-registrar at Asansol and recorded in Book No: I, Volume no: 1, Page no: 1791 to 1806, Being No: 00110 for the year 2010. The Said Smt Shakuntala Kumari further on 17th May, 2016 transferred her rights, title, interest and possession of the aforesaid property in favour of **MOHAMMAD MUSLIM, the Owner No. 4 herein**, by executing and registering a deed of sale which was registered in the office of Additional District Sub-registrar at Kulti and recorded in Book No: 1, Volume no: 0224-2016, Page no: 28835 to 28851, Being No: 022401635 for the year 2016.
6. Originally the property situated at Block- Kulti, Mouja- Raidi, J.L No: 29, R.S & L.R Dag No: 135, LR Khatian No: 402, measuring 0.56 acre, baid land belonged to Shaktipada Mondal, who in the year 1970 transferred his rights, title, interest and possession of the aforesaid property in favour of 1) Smt

Purnia Goalini Yadav, and 2) Soba Yadav by executing and registering a deed of sale which was registered in the office of Sub Registry Office Asansol being deed No: 4056 for the year 1970.

7. While owning and possessing the said aforesaid land 1) Smt Purnia Goalini Yadav and 2) Soba Yadav died leaving their only son Ram Dular Yadav as their only legal heir who inherited the said land more fully mentioned in the clause.
8. Since such acquired said Ram Dular Yadav while owing and possessing the said land died leaving his two sons namely 1) Suresh Yadav and 2) Naresh Yadav herein as his only legal heirs who inherited the said land left by deceased Ram Dular Yadav and have become lawful and rightful owners of the said lands more fully mentioned in the clause.
9. The said Suresh Yadav and Naresh Yadav son of Late Ram Dular Yadav further on 13th March, 2014 JOINTLY transferred their rights, title, interest and possession of the aforesaid property in favour of **MD REZAUR RAHMAN, the Owner No. 5 herein**, by executing and registering a deed of sale which was registered in the office of District Sub-registrar at Kulti and recorded in Book No. I, being deed No: 00478 of 2014.
10. Subsequently, Sri. Ashis Roy, Sri. Saswat Ray, Smt. Manorama Ray, Mohammad Muslim and Md. Rezaur Rahman, the Owners herein, respectively vide applications dated 19/04/2022, applied before the Office of the Block Land & Land Reforms Officer, Kulti, Paschim Bardhaman to convert the character of land comprised in L.R. Plot No. 135 from Baid to Commercial Bastu. By virtue of notices dated 20/04/2022, the Office of the Block Land & Land Reforms Officer, Kulti, Paschim Bardhaman have changed the Baid land to Commercial Bastu Land.
11. The Owners herein jointly decided and expressed an interest to provide only 2.3 Bigha of the said property as mentioned in "The FIRST SCHEDULE DESCRIPTION OF PREMISES" to develop for business and having come to

know the desire of the Owners, the DEVELOPER herein accepted the proposal of the OWNERS.

12. The Owners and the Developer pursuant to the Agreement for Development duly commenced the construction of multi-storied buildings consisting of several commercial apartments, in accordance with the building **Sanction Building Plan No.** SWS-OBPAS/1101/2022/1103 Plan No – G+8, **dated 11/07/2023**, duly issued by Asansol Municipal Corporation, in respect of the project known as **‘BRICKS GARDENIA’**.
  
13. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority **at KOLKATA on \_\_\_\_\_ under registration no. \_\_\_\_\_.**
  
14. While in the course of construction the Developer invited offers for purchase of self-contained units/apartments and the Purchasers herein offered to purchase **ALL THAT** the **APARTMENT NO.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor** of the building being **Block-**\_\_\_\_\_, containing by estimation an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Carpet Area**) excluding balcony area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less appertaining to \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Super Built Up Area**), flooring \_\_\_\_\_, consisting of \_\_\_\_\_ ( \_\_\_\_\_ ) **Bed Rooms**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Living/Dining Room**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Kitchen**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Toilets**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Balconies**, along with One \_\_\_\_\_ **Car Parking space** being **Car Parking No.** ....., situate at the \_\_\_\_\_ of the building, containing by estimation an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet(Super Built Up Area)**more or less, flooring \_\_\_\_\_, at the Project known as **‘BRICKS GARDENIA’**, hereinafter referred to as the said **“FLAT AND/OR UNIT”** more particularly described in the **SECOND SCHEDULE** hereunder written, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with



all other units in the building at and for a total consideration of the said unit sum of **Rs.** \_\_\_\_\_ /-(**Rupees** \_\_\_\_\_) **only.**

17. The said Flat along with the Covered Car Parking Space and/or Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-**

In total consideration of the sum of **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_) **only** paid by the Purchasers herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Unit purchased **ALL THAT** the **APARTMENT NO.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor** of the building being **Block-** \_\_\_\_\_, containing by estimation an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Carpet Area**) excluding balcony area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less appertaining to \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Super Built Up Area**), flooring \_\_\_\_\_, consisting of \_\_\_\_\_ ( \_\_\_\_\_ ) **Bed Rooms**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Living/Dining Room**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Kitchen**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Toilets**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Balconies**, along with One \_\_\_\_\_ **Car Parking space** being **Car Parking No.** ....., situate at the \_\_\_\_\_ of the building, containing by estimation an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet(Super Built Up Area)** more or less, flooring \_\_\_\_\_, at the Project as '**BRICKS GARDENIA**', constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH**

**ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And **ALL** the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owners and/or Developer assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said unit and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common areas (excluding the roof/terrace) and common facilities in the building for the use occupation and enjoyment of the said unit as detailed in **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Unit and/or Unit are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

**THE OWNERS and/or DEVELOPER COVENANT WITH THE PURCHASERS AS FOLLOWS:-**

1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
2. The Purchasers shall hold the said Unit and/or Unit free and clear and freely

and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.

3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owners and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.
4. The Owners and/or Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
5. The Owners and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Unit and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owners and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

**THE PURCHASERS COVENANT/S WITH THE OWNERS AND/OR DEVELOPER AS FOLLOWS:-**

1. The Purchasers admits and accepts that the **OWNERS AND/OR DEVELOPER** and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions and the building Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the building thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
2. The Purchasers consents to be a member of the Association of Unit Owners to be formed by the Owners of **UNIT AND/OR UNIT** in the building for which Purchasers agrees and covenants:
  - i) To Co-Operate with The Other Co-Purchaser/s and the **OWNERS AND/OR DEVELOPER** /and /or the Association of Unit Owners in The Management and Maintenance of The Block/Complex/Project.
  - ii) **TO OBSERVE** the rules framed from time to time by the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
  - iii) **TO ALLOW** the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners with or without workmen to enter into the said **UNIT AND/OR UNIT** for the purpose of maintenance and repairs.
  - iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **UNIT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNERS AND/OR DEVELOPER** and upon the formation of the association of Unit Owners. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **UNIT AND/OR UNIT** at a later date or the said **UNIT AND/OR UNIT** has been taken possession of or not by the Purchasers.

- v) **TO DEPOSIT** the amounts reasonably required with the **OWNERS AND/OR DEVELOPER** and upon the formation with the association of Unit Owners as the said case may be towards the liability for the rates and taxes and other outgoings.
- vi) **TO PAY** charges for electricity in or relating to the said **UNIT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) **NOT TO** sub-divide the said **UNIT AND/OR UNIT**.
- viii) **NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **UNIT AND/OR UNIT**.
- ix) **NOT TO** throws dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- x) **NOT TO** store or bring and allow to be stored and brought in the said **UNIT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi) **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xii) **NOT TO** fix or install air conditions in the said **UNIT AND/OR UNIT** save and except at the places which have been specified in the said **UNIT AND/OR UNIT** for such installation.
- xiii) **NOT TO** do or cause anything to be done in or around the said **UNIT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **UNIT AND/OR UNIT** or adjacent to the said **UNIT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

- xiv) NOT TO** damage or demolish or cause to be damaged or demolished the said **UNIT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv) NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **UNIT AND/OR UNIT** which in the opinion of the **OWNERS AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.
- xvi) NOT TO** install grill the design of which have not been suggested or approved by the Architect of the Developer.
- xvii) NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **UNIT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii) NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR DEVELOPER** subject to approval by the concerned authority.
- xix) NOT TO** make in the said **UNIT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNERS AND/OR DEVELOPER** and/or any concerned authority.
- xx) NOT TO** raise any objection as and when the Owners and/or Developer erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to



	Plot No:	Khatian No					
29	135	352	RAIDI	KULTI	0.24	ASHIS ROY	Commercial Bastu
29	135	355	RAIDI	KULTI	0.15	SASWAT RAY	Commercial Bastu
29	135	356	RAIDI	KULTI	0.24	MANORAMA RAY	Commercial Bastu
29	135	362	RAIDI	KULTI	0.04	MD MUSLIM	Commercial Bastu
29	135	402	RAIDI	KULTI	0.09	MD REZAUR RAHMAN	Commercial Bastu

under Police Station **KULTI**, in the district of Paschim Burdwan under the jurisdiction of Kulti Municipality, presently under Asansol Municipal Corporation, butted and bounded as follows: -

**On the North:** Remaining part of landowners (Which is not the part and parcel of the instant Agreement Property);

**On the South:** Boundary & Ram Nivas Ray Factory;

**On the East:** Boundary & Rakhit's Land;

**On the West:** Boundary & Birla housing complex;

**PART A:** That a piece and parcel of Commercial Bastu Land situated at Mouja-Raidi, J.L No: 29, R.S & L.R Dag No: 135, L.R Khatian No: 352, measuring 1.56 acre, P.S Kulti, under the jurisdiction of Kulti Municipality, Presently under Asansol Municipal Corporation, Dist- Paschim Burdwan, in the state of West Bengal, butted and bounded as follows:-

**On the North:** Remaining part of landowners (Which is not the part and parcel of the instant Agreement Property)

**On the South:** Boundary & Ram Nivas Ray Factory

**On the East:** Boundary & Rakhit's Land

**On the West:** Boundary & Birla housing complex

**PART B:** That a piece and parcel of Commercial Bastu Land situated at Mouja-Raidi, J.L No: 29, R.S & LR Dag No: 135, L.R Khatian No: 355, measuring 0.97



acre, P.S Kulti, under the jurisdiction of Kulti Municipality, Presently under Asansol Municipal Corporation Dist- Paschim Burdwan, in the state of West Bengal, butted and bounded as follows:-

**On the North:** Remaining part of landowners (Which is not the part and parcel of the instant Agreement Property)

**On the South:** Boundary & Ram Nivas Ray Factory

**On the East:** Boundary & Rakhit's Land

**On the West:** Boundary & Birla housing complex

**PART C:** That a piece and parcel of Commercial Bastu Land situated at Mouja-Raidi, J.L No: 29, R.S & L.R Dag No: 135, L.R Khatian No: 356, measuring 1.55 acre, P.S Kulti, under the jurisdiction of Kulti Municipality, Presently under Asansol Municipal Corporation Dist- Paschim Burdwan, in the state of West Bengal, butted and bounded as follows:-

**On the North:** Remaining part of landowners (Which is not the part and parcel of the instant Agreement Property)

**On the South:** Boundary & Ram Nivas Ray Factory

**On the East:** Boundary & Rakhit's Land

**On the West:** Boundary & Birla housing complex

**PART D:** That a piece and parcel of Commercial Bastu Land situated at Mouja-Raidi, J.L No: 29, RS & L.R Dag No: 135, L.R Khatian No: 362, measuring 0.28 acre, P.S Kulti, under the jurisdiction of Kulti Municipality, Presently under Asansol Municipal Corporation Dist- Paschim Burdwan, in the state of West Bengal, butted and bounded as follows:-

**On the North:** Remaining part of landowners (Which is not the part and parcel of the instant Agreement Property)

**On the South:** Boundary & Ram Nivas Ray Factory

**On the East:** Boundary & Rakhit's Land

**On the West:** Boundary & Birla housing complex

**PART E:** That a piece and parcel of Commercial Bastu Land situated at Mouja-Raidi, J.L No: 29, R.S &LR Dag No: 135, L.R Khatian No: 402, measuring 0.56 acre, P.S Kulti, under the jurisdiction of Kulti Municipality, Presently under Asansol Municipal Corporation Dist- Paschim Burdwan, in the state of West Bengal, butted and bounded as follows:-

**On the North:** Remaining part of landowners (Which is not the part and parcel of the instant Agreement Property)

**On the South:** Boundary & Ram Nivas Ray Factory

**On the East:** Boundary & Rakhit's Land

**On the West:** Boundary & Birla housing complex

**Whereas only 46 cottah** equivalent to 76 Decimal of the land bearing above details is been made executed in this agreement is mentioned herein below and also depicted in Layout enclosed next.

J.L No	R.S & LR Plot No:	R.S & L.R Khatlan No	MOUZA	BLOCK	Area of Land(Acre)	Shareholder	Class
29	135	352	RAIDI	KULTI	0.24	ASHIS ROY	Commercial Bastu
29	135	355	RAIDI	KULTI	0.15	SASWAT RAY	Commercial Bastu
29	135	356	RAIDI	KULTI	0.24	MANORAMA RAY	Commercial Bastu
29	135	362	RAIDI	KULTI	0.04	MD MUSLIM	Commercial Bastu
29	135	402	RAIDI	KULTI	0.09	MD REZAUR RAHMAN	Commercial Bastu

**FIRST SCHEDULE PROPORIONATE SKETCH** (Exact the shaded portion of vacant land Only 46 cottah equivalent to 76 Decimal shown by red boundary line in the south direction of plot no 135 is to be considered valid and enforceable in this agreement between the parties.)

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

**(THE SAID UNIT)**

**ALL THAT** the **APARTMENT NO.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor** of the building being **Block-**\_\_\_\_\_, containing by estimation an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Carpet Area**) excluding balcony area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less appertaining to \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Super Built Up Area**), flooring \_\_\_\_\_, consisting of \_\_\_\_\_ ( \_\_\_\_\_ ) **Bed Rooms**, \_\_\_\_\_

(\_\_\_\_) **Living/Dining Room**, \_\_\_\_ (\_\_\_\_) **Kitchen**, \_\_\_\_ (\_\_\_\_) **Toilets**, \_\_\_\_ (\_\_\_\_) **Balconies**, along with One \_\_\_\_\_ **Car Parking space** being **Car Parking No. ....**, situate at the \_\_\_\_\_ of the building, containing by estimation an area of \_\_\_\_\_ (\_\_\_\_) **Square Feet(Super Built Up Area)** more or less, flooring \_\_\_\_\_, at the Project known as '**BRICKS GARDENIA**', constructed on the premises stated in the First Schedule hereunder written TOGETHER WITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**  
**(COMMON FACILITIES AND AMENITIES)**

**THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS (EXCLUDING THE ROOF OF THE BUILDING) AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:**

1. The Foundation Column, Beams, Supports, Corridor, Lobbies, Stair Ways, Entrance and Exits Path ways.
2. Drains : Sewerage from the premises to the main road.
3. Water Reservoir.
4. Drainage Pipes from the Units to the Drains and sewer connection to the premises.
5. Toilets for use of the Durwans, Caretakers of the premises and/or servants.
6. Meter room.
7. Boundary Walls of the premises including outside wall of the building and main gate.
8. COMMON PARTS :
  - a) Pump and Meter with installation and room thereof.
  - b) Water pump, underground reservoir, water pipes and other common plumbing installation and space required thereto.

- c) Transformer (if any), electric wiring meter for lighting stair case, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
- d) Windows, Doors and other fittings of the common area of the premises.
- e) Lift and their accessories installations and space required therefore.
- f) Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said premises of the building as are necessary for use and occupancy of the Units as are required.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(COMMON EXPENSES)**

The proportionate expenses which will be borne by the Purchaser and the Owners with other occupiers or Owners of the flats of the said building:

1. The cost of maintaining, repairing, white washing, painting, re-building, replacing and decorating the main structure of the said building including the exterior thereof and in particular the common portion of the landing and staircase of the said building, rain water pipes, motor pumps, electrical wires, sewerage and all other common parts of the fixtures, fittings and equipment in, under or upon the said building enjoyed or used in common by the occupiers thereof.
2. The cost of acquisitions, legal proceedings, cost of cleaning, and electricity of the common entrances, passages, landings, staircase, main walls and other parts of the said building as enjoyed or used in common by the occupiers thereof.
3. The salary of managers, clerks, bills collectors, chowkidars, plumbers, electricians, sweepers etc. as decided by the Association.
4. The cost of working, repairing, replacement and maintenance of lights, pumps and other plumbing work including all other service charges for services rendered in common to all other occupiers.
5. Municipal and other taxes (both Owners and occupiers) and other outgoings.
6. Insurance of the building against fire, earthquake or any other damages caused by natural calamities.

7. All electricity charges payable in common for the said building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**

**(EASEMENTS)**

- 1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said unit and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owners and occupiers of other units of the building the rights, easements, quasi-easements, privileges thereto.
- 2) The right of access in common with other co owners or occupiers of the units of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
- 3) The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other units of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
- 4) The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner, not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.
- 5) The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said unit and the properties appurtenant

thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said unit and the said unit and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said unit and the properties appurtenant thereto for all lawful purpose whatsoever.

6) The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of rebuilding, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by the  
**OWNERS, DEVELOPER and PURCHASERS**

at \_\_\_\_\_ in the presence of:

**WITNESS:**

1.

\_\_\_\_\_  
**As the constituted attorney holder  
of the Owners  
SIGNATURE OF THE OWNERS**

2.

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER**

\_\_\_\_\_  
**SIGNATURE OF THE PURCHASERS**

**RECEIPT**

**RECEIVED** from the within named Purchasers the within mentioned sum  
**Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)only** by way of total  
 consideration money as per Memo below :-

**MEMORANDUM OF CONSIDERATION**

<b>Sl.No.</b>	<b>Date</b>	<b>Cheque No.</b>	<b>Bank</b>	<b>Amount (in Rs.)</b>
			<b>TOTAL</b>	<b>Rs. _____/-</b>

**(Rupees \_\_\_\_\_)only.**

**WITNESS:**

1.

-----  
**SIGNATURE OF THE DEVELOPER**

2.

**Deed prepared and Drafted by:-**