

DEED OF SALE

:: Om Gurubey Namah ::

Within P.S. Burdwan & Dist. Purba Bardhaman, within
Baikunthapur-II No. Gram Panchayet, Mouza- Kanainatshal
Super Built-up area of Flat - Sq. Ft
&
..... Wheeler Parking Space - Sq. Ft
Sale Value: Rs./- (Rupees)
Government Assessed Value: Rs./- (Rupees
.....)

**THIS DEED OF SALE IS MADE ON THISTH DAY OF _____, TWO
THOUSAND AND _____ (202_____)**

BETWEEN

“KAMAKHA MARBEL PRIVATE LIMITED” (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAGCK0380A**, represented by its Representative Directors namely

a. MR. DEBASISH DEY, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B**;
and

b. MRS. RUMA DEY, W/o Debasis Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AHOPD4461F**; , being represented by his constituent Power of Attorney Holder and Authorized Person through and by virtue of Registered Development Agreement cum Development Power of Attorney Deed being Deed No. I-04641 for the year 2023, registered at the Office of the D.S.R.-1, Burdwan duly incorporated in Book No. I, Volume No. 0201-2023, Page Nos. 86935 to 87005; namely **“JOY MAA KAMAKHYA CONSTRUCTION PRIVATE LIMITED”** (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAFCJ5474P**, represented by its Representative Director namely **MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B**;

hereinafter together and jointly called the **OWNER cum SELLER cum VENDOR** (which express on shall unless excluded his and his respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**.

AND

“JOY MAA KAMAKHYA CONSTRUCTION PRIVATE LIMITED” (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAF CJ5474P**, represented by its Representative Director namely **MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B**; hereinafter called the **DEVELOPER** (which express on shall unless excluded their and each of their respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**.

AND

- 1) **SRI**, S/o Mr, by faith -, by occupation-, resident of, P.O., P.S., Dist. Purba Bardhaman, West Bengal, Pin -; presently residing at **Flat No.**, on the **Floor**, Side at _____, Near DVC More, P.O. Sripally, P.S. Burdwan, Dist. Purba Bardhaman, Pin - 713103; **PAN:**; and
 - 2) **SMT.**, S/o Mr, by faith -, by occupation-, resident of, P.O., P.S., Dist. Purba Bardhaman, West Bengal, Pin -; presently residing at **Flat No.**, on the **Floor**, Side at _____, Near DVC More, P.O. Sripally, P.S. Burdwan, Dist. Purba Bardhaman, Pin - 713103; **PAN:**;
- hereinafter called and referred to as the **PURCHASERS cum VENDEES** (which

term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, representatives, executors, administrators, successors, successors in interests, nominee/s and assigns) of the **THIRD PART**.

WHEREAS: the OWNER is the sole and absolute owners in respect of the **First Schedule** mentioned Land and is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever morefully described in the **First Schedule** hereinafter written (hereinafter referred to as the "**SAID PROPERTY**").

AND WHEREAS, the First Schedule mentioned specifically demarcated landed property being R.S. Plot No. 522 appertaining to L.R. Plot No. 522, comprising in present L.R. Khatian No. 4218 of Mouza- Kanainatshal, J.L. No. 76 situated within the limit of Baikunthapur 2 No. Gram Panchayet of P.S. Bardhaman, Dist. Purba Bardhaman measuring **an area of 10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft.** belongs to the Party of the FIRST PART. The entire Landed property appertaining to R.S. Plot No. 522, was originally belonged to one Tarapada Kongar whose name was recorded his name in the R.S. Khatian No. 73 in the RSROR and during his tenure as the owner and possessor of the said property he transferred the total Landed Property in favour of one Laldhari Ram of 3 No Ichlabad of Burdwan City vide Registered Deed of Sale being Deed No. I-8195 for 1989 registered at the Office of the Burdwan Sadar Registrar. Subsequently during Laldhari Ram's tenure as the owner and possessor of the said property he transferred the 64 Decimals of Landed Property by way of demarcation in the annexed Map in favour of one Lakkhi Nandan, W/o Madan Mohan Nandan vide Registered Deed of Sale being Deed No. I-8198 for 1989 registered at the Office of the Burdwan Sadar Registrar. Subsequently while owning

and possessing the said property the said Lakkhi Nandan sold 9 Kathas of Land to Sonelal Sonkar and Others vide Registered Deed of Sale being Deed No. I-1457 for 1996 registered at the Office of the ADSR, Burdwan and while owning and possessing the said property the said Lakkhi Nandan sold 12 Kathas of Land to Dhiraj Sonkar and Others vide Registered Deed of Sale being Deed No. I-1458 for 1996 registered at the Office of the ADSR, Burdwan and while owning and possessing the said property the said Lakkhi Nandan sold 2 Kathas 13 Chataks of Land to Sonelal Sonkar and Others vide Registered Deed of Sale being Deed No. I-1456 for 1996 registered at the Office of the ADSR, Burdwan i.e., vide the aforesaid 3 (Three) Deeds the said Lakkhi Nandan sold total 23 Kathas 13 Chataks of Landed Property. Subsequently the said Lakkhi Nandan sold 15 Kathas (More or Less) of Landed Property by way of demarcation in the annexed Map in favour of one Biswajit Bhattacharya of Birhata Notunbazar, Burdwan vide Registered Deed of Sale being Deed No. I-5642 for 1997 registered at the Office of the ADSR, Burdwan. Thereafter the said Biswajit Bhattacharya became the absolute owner and possessor in respect of the aforesaid property and while owning and possessing the said property the said Biswajit Bhattacharya sold the said 10806.50 Square Feet of Landed Property by way of demarcation in the annexed Map in favour of Chandana Panja, Tanuja Panja, Dipika Panja vide Registered Deed of Sale being Deed No. I-5158 for 2015, incorporated in Book No. I, Volume No. 0203-2015, Page Nos. 34767 to 34797 registered at the Office of the ADSR, Burdwan and since then the said Chandana Panja, Tanuja Panja, Dipika Panja became the absolute OWNER of the said 10806.50 Square Feet of Landed Property.

AND WHEREAS, afterwards the said Chandana Panja, Tanuja Panja, Dipika Panja mutated their names in the present L.R.R.O.R and got their names recorded in L.R. Khatian Nos. 3687, 3688 & 3686 and subsequently after mutating their names,

the said Chandana Panja, Tanuja Panja, Dipika Panja sold said 15 Kathas 6.5 Square Feet i.e., 10806.50 Square Feet of Landed Property by way of demarcation in the annexed Map in favour of the present Owner vide Registered Deed of Sale being Deed No. I-03146 for 2019, incorporated in Book No. I, Volume No. 0203-2019, Page Nos. 73008 to 73033 registered at the Office of the ADSR, Burdwan and since then the present Owner became the absolute owner of the said 15 Kathas 6.5 Square Feet i.e., 10806.50 Square Feet of Landed Property and thereafter the present Owner mutated it's names in the present L.R.R.O.R and got it's names recorded in L.R. Khatian Nos. 4218 and subsequently after mutating it's name the present OWNER namely "**KAMAKHA MARBEL PRIVATE LIMITED**" (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAGCK0380A**, represented by its Representative Directors namely **a) MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B**; and **b) MRS. RUMA DEY**, W/o Debasis Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AHOPD4461F** converted it's land from the concerned authority of the land reforms department whereas the said Owner converted it's Land to "Commercial Bastu" class of Land comprising in L.R. Plot No. 522 in Kanainatsha Mouza, J.L. 76 vide Conversion Certificate and afterwards it was peacefully enjoying the property together by also incorporating their names in the Holding No. Ka-6973 of Baikunthapur 2 No Gram Panchayet.

AND WHEREAS the said "**KAMAKHA MARBEL PRIVATE LIMITED**" (A Private Limited Company having been incorporated and registered under the Indian

Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAGCK0380A**, represented by its Representative Directors namely **a) MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B**; and **b) MRS. RUMA DEY**, W/o Debasis Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AHOPD4461F** is the sole Owner in respect of total **10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft.** of Land situated at .S. Plot No. 522 appertaining to L.R. Plot No. 522, comprising in present L.R. Khatian No. 4218 of Mouza- Kanainatshal, J.L. No. 76 situated within the limit of Baikunthapur 2 No. Gram Panchayet of P.S. Bardhaman, Dist. Purba Bardhaman, by Class Commercial Bastu and the said **OWNER** being the Party to the **FIRST PART** is currently and presently the Owner to the extent of total area **10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft.** of Land (A little more or less) of Land by virtue of the aforesaid purchase in respect of the property as mentioned in the **First Schedule** and has been fully seized and possessed with absolute right, title, interest therein and accordingly it's name has been recorded in the present L.R.R. and hence it has been fully seized and possessed with absolute right, title, interest therein in respect of the total **10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft.** of Land (A little more or less) of property as mentioned in the **First Schedule** and the present OWNER has been possessing the all the aforesaid properties on payment of Govt. Rents, Panchayet Tax etc. for the property exclusively in it's name on appropriate receipt thereof without any dispute and without the intervention of any Third Party.

AND WHEREAS there is a large portion of definite demarcated land measuring **10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft.** (A Little More or Less) being the

First Schedule mentioned Property which is unmaintained and which is more specifically described below and thereby both of the **OWNER** together and jointly have taken decision to construct of multi-storied residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and to develop the premises i.e., the land which is more specifically described in the **First Schedule** below and which is not being looked after by the **OWNER** due to it's occupational and business dilemma and thereby the **OWNER** has taken decision to construct of Residential building comprised of Multiple Flats/Residential Units/Car Parking Spaces and to develop the premises i.e., the property which is more specifically described in the **First Schedule** below.

AND WHEREAS that the **OWNER** neither had the capacity nor had the ability technically and also nor had any experience nor had the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with residential building cum housing complex by erecting multi-storied residential building/buildings along with residential building cum housing complex thereon inclusive of Flats and Car Parking Spaces.

AND WHEREAS that the **DEVELOPER** is itself is a Private Limited Company having more good-will, respect in the sector of Development and promoting and experience, knowledge and skill to develop the same. So the **OWNER** of the **First Schedule** mentioned property gave offer to the **DEVELOPER** to develop the **First Schedule** properties as mentioned below. In response to that offer the **DEVELOPER** being a Private Limited Company has accepted such proposal and in that regard and in pursuance of the said contractual relationship, the **OWNER** and the **DEVELOPER** has entered into one Registered Development Agreement cum Development Power of Attorney Deed being Deed No. I-04641 for the year 2023, registered at the Office of the D.S.R.-1, Burdwan duly incorporated in

Book No. I, Volume No. 0201-2023, Page Nos. 86935 to 87005 and after that the Developer started to raise and construct multistoried building comprised of Commercial Units and Residential Flats / Units/ Parking Space and the **DEVELOPER** in order to construct of Residential cum Commercial building comprised of Multiple Offices/Shop/Commercial Units and Flats/Residential Units/Car Parking Spaces and to develop the premises i.e., the property which is more specifically described in the First Schedule below, initiated to execute their plan and vision into reality and approached before the Municipality of Burdwan and submitted their scheme before the concerned authority in order to construct the aforesaid multi-storied building on and over 10806.50 Sq. Ft. (A little more or less) i.e., 15 Katha 6.5 Sq. Ft. of Land (A little more or less of specified demarcated and properly delineated landed property and in that regard the DEVELOPER got it's proposed plan sanction and obtained Plan issued by the Burdwan Development Authority with the permission to construct Residential Building comprised with Residential Flats and Parking Spaces. Subsequently, after obtaining the said Plan the Developer by its own power would carry out the process of transfer to intending purchasers of flat/unit/car parking space comprising in the proposed building and would also realize the cost of construction of the flat/unit/car parking space and common parts from the intending purchaser directly for self and the cost of the proportionate share of interest in the land described in the "First Schedule" mentioned hereunder and as would be proportionate to each such flat/unit/car parking space and common parts through its Director as well as the Power of Attorneys Holder for and on behalf of the OWNER and upon receipt of such payment from the intending purchasers the DEVELOPER through its director, shall select or/and elect the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would

be proportionate to each such flat/unit/car parking space agreed to be acquired by the intending purchasers to the DEVELOPER through its director who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land and all the aforesaid activity including the execution of documents and agreements or application loan from any bank or financial institution or in any Govt. Office or/and discharge of all duties regarding signing in the Deeds on behalf of the Firm etc. to done and to be executed by its Representative director and in connection to the said Agreement and Power of Attorney and the said Sanctioned Plan, the Developer was authorized to raise multi-storied building consisting of several flats/unit/parking spaces on the basis of sanctioned building plan whereof is to be obtained from Baikunthapur-II No. Gram Panchayet on terms that the developer would make construction of the proposed building and with the authority and power to procure intending purchasers of flat/unit/parking spaces comprising in the proposed building and would make as an agent for the intending purchasers to be secured by the developer and would also realize the cost of construction of the flat/unit/parking spaces and common parts from the intending purchasers directly for self and the cost of the proportionate share of interest in the land described in the First Schedule mentioned hereunder and as would be proportionate to each such flat/unit/parking spaces and common parts for and on behalf of the OWNER and upon receipt of such payment from the intending purchasers the DEVELOPER shall nominate the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/parking spaces agreed to be acquired by the intending purchasers to the said owner who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible

interest in the land.

AND WHEREAS the aforesaid OWNER has also appointed the developer for developing the property more fully described in the First Schedule here under written by making construction of the proposed multi-storied building comprising several flat/unit/parking spaces whom the developer would procure on its own and such intending purchaser shall pay consideration money to the developer for the Flats, Parking Spaces, as well as undivided proportionate and importable share of the land out of the land described in the schedule hereunder written save and except the land which will be allotted in favour of the owner after obtaining sanctioned plan from Baikunthapur-II No. Gram Panchayet.

AND WHEREAS the aforesaid DEVELOPER through it's Director made construction of the proposed multistoried building comprising several Residential Flats/Unit's and Car Parking Spaces whom the DEVELOPER through it's Director would procure on it's own and such intending purchaser shall pay consideration money to the DEVELOPER through it's Director for the Residential Flats/Unit's and Car Parking Spaces, as well as undivided proportionate and impartible share of the land out of the land described in the schedule hereunder written and after completion of after construction work, the said multistoried Residential Building which will be known as " _____, **BLOCK/TOWER ____**", as per the sanctioned plan from Baikunthapur-2 Gram Panchayet and BDA and Zilla Parishad and whereas the Super Built Up Area of every Flat means super built-up area is the built up area plus proportionate area of common areas such as the lobby, lifts shaft, stairs, etc. The plinth area along with a share of all common areas proportionately divided amongst all unit owners makes up the super built-up area (Fixed but only for Assessment of Market Value by Government) on and over the Covered Area.

AND WHEREAS the Purchasers, the party of the **THIRD PART** decided to purchase oneBHK Flat being **Flat No.** (*also regarded as well as called and known as “.....”*) located on the **Floor** of the Multi-Storied Building named and styled as “....., **BLOCK/TOWER** _____” on the Side of the said (*.....*) **Floor** measuring **Super Built Up Area** of **Sq. Ft.** (A Little More or Less) and having **Covered Area** of **Sq. Ft.** (A Little More or Less) and having **Carpet Area** of **Sq. Ft.** (A Little More or Less) and One Covered (*.....*) Wheeler i.e., Parking Space measuring an area of **Sq. Ft.** in the Ground Floor/Basement of the said Building approached the Owner and Developer and the Owner and the Developer agree to sell the said Flat and Parking Space with undivided proportionate share in land and common benefit's for a Total Consideration of **Rs.**/- (**Rupees** **Only**) and in that regard the parties to this Deed have entered into an Agreement for Sale dated **of 202**.... in order to sale out the said flat and the said parking space in favour of the PURCHASERS.

AND WHEREAS the Purchasers have collected all the copies of title deeds, agreement, power of attorney, sanctioned plans and other related documents and confirms to have inspected and examined the title of the premises referred to in the First Schedule and fully satisfied with the marketable title of the Land Owner and the Purchasers have also inspected the various Agreements, Power of Attorneys herein before referred and also the building plans being duly sanctioned by the Baikunthapur-2 Gram Panchayet and BDA and Zilla Parishad and also satisfied and convinced with the right of the Owners and Developer to enter into agreements for sale of the flat and the said parking space together with proportionate share in land and agrees not to raise any objection thereto in future and accordingly entered into the aforesaid agreement to purchase the said flat and the said parking space.

AND WHEREAS the said flat and the said parking space have since completed in habitable and usable condition and the PURCHASERS have inspected the constructed portion of the building and also inspected the constructed **Flat and Parking Space** and also inspected the amenities, facilities, common areas, common facility and common spaces and common portions of the said building with all the agreed to be rendered amenities and is fully satisfied with the construction and completion of the building and also the Second Schedule mentioned property and with full consent and assent hereby tenders **their** full satisfaction in this regard and declares, admits and acknowledges not to raise any objection or claim or demand in future and if so is raised by **them** then such will be negligible in the eyes of law and the PURCHASERS hereby declare that **they** will be estopped from raising any such claim, demand or objection in future and for such PURCHASERS, with full satisfaction has paid the full contractual amount of **Rs.,...../- (Rupees Only)** being the total sale proceed which includes the cost of land share and cost of the flat **and the said parking space** to the Owner and to the Developer/ Confirming Party and PURCHASERS have got delivery of possession of the flat **and the said parking space** to the satisfaction and **they have** now requested the Owners and Developer/Confirming Party to transfer the said flat and the said parking space in **their** favour by a registered deed of conveyance.

AND WHEREAS the PURCHASERS have paid full contractual consideration money to the Owners and Developer and there are no reciprocal financial liabilities remain from the end of the Purchasers in favour of the Owners and Developer/ Confirming Party.

AND WHEREAS for the Purpose of the Interpretation and proper understanding of the language and inherent meaning of this Indenture the meaning of the following words will be as described hereunder;

1.1. OWNER:

“KAMAKHA MARBEL PRIVATE LIMITED” (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAGCK0380A**, represented by its Representative Directors namely **a) MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B; and b) MRS. RUMA DEY**, W/o Debasis Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AHOPD4461F;**

1.2. VENDOR cum SELLER:

“KAMAKHA MARBEL PRIVATE LIMITED” (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAGCK0380A**, represented by its Representative Directors namely **a) MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste

Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B; and b) MRS. RUMA DEY,** W/o Debasis Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AHOPD4461F;**

1.3. OWNERS' ATTORNEY:

"JOY MAA KAMAKHYA CONSTRUCTION PRIVATE LIMITED" (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAFCJ5474P,** represented by its Representative Director namely **MR. DEBASISH DEY,** S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B:** *[vide Registered Development Agreement cum Development Power of Attorney Deed being Deed No. I-04641 for the year 2023, registered at the Office of the D.S.R.-1, Burdwan duly incorporated in Book No. I, Volume No. 0201-2023, Page Nos. 86935 to 87005].*

1.4. DEVELOPER:

“JOY MAA KAMAKHYA CONSTRUCTION PRIVATE LIMITED” (A Private Limited Company having been incorporated and registered under the Indian Companies Act, 2013) having its Regd. Office at Belkash, Joteram, Pamra, Burdwan, Purba Bardhaman, Pin-713104, **PAN. AAFCJ5474P**, represented by its Representative Director namely **MR. DEBASISH DEY**, S/o Late Haranath Dey, by nationality Indian, by caste Hindu, by profession Business, resident of Baranilpur Uttarpara, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, Pin-713103; **PAN: AEHPD1594B:**

1.5. PURCHASERS/VENDEES:

1. MR., S/o Mr, by faith -, by occupation-, resident of, P.O., P.S., Dist. Purba Bardhaman, West Bengal, Pin -; presently residing at **Flat No.**, on the **Floor**, Side at _____, Near DVC More, P.O. Sripally, P.S. Burdwan, Dist. Purba Bardhaman, Pin - 713103; **PAN:**; *and*

2. MRS., S/o Mr, by faith -, by occupation-, resident of, P.O., P.S., Dist. Purba Bardhaman, West Bengal, Pin -; presently residing at **Flat No.**

....., on the Floor, Side at _____,
Near DVC More, P.O. Sripally, P.S. Burdwan, Dist.
Purba Bardhaman, Pin - 713103; PAN:
.....;

1.6. PREMISES/ PROPERTY:

ALL THAT THE PIECE AND PARCEL OF REVENUE REDEEMED DEMARCATED LAND measuring **10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft.** of Land situated at R.S. Plot No. 522 appertaining to L.R. Plot No. 522, comprising in present L.R. Khatian No. 4218 of Mouza-Kanainatshal, J.L. No. 76 situated within the limit of Baikunthapur 2 No. Gram Panchayet of P.S. Bardhaman, Dist. Purba Bardhaman, by Class Commercial Bastu having Holding No. Ka-6973 of Baikunthapur 2 No Gram Panchayet within the jurisdiction of Baikunthapur 2 No Gram Panchayet along with a Multi-storied Building Structure thereon *[being a Residential Multistoried Building named and styled as "_____” comprising of several Residential Flats and Parking Spaces]* has been constructed as per sanctioned issued by the Burdwan Development Authority and already constructed structure comprised with Residential Flats and Parking Spaces.

1.7. TITLE DEEDS:

Shall means the Deed of Ownership.

- 1.8. BUILDING :** Shall mean Multistoried Flat Building named and styled as “ _____, BLOCK/TOWER _____” constructed on FIRST SCHEDULE in accordance with the Sanctioned Plan issued by the Burdwan Development Authority with the permission to construct Residential cum Commercial Mercantile Building for construction of residential cum commercial purpose only hereinafter called the “Said Building”.
- 1.9. COMMON FACILITIES :** Shall include lift, corridors, roof, transformer, ways, passages, staircase, passage ways, drive ways, overhead tank, water reservoir, septic tank and other facilities which may be actually agreed upon between the parties and required and for the establishment, location enjoyment, maintenance and/or management of the said building.
- 1.10. COMMON AMENITIES:** Shall construe the same meaning as of “COMMON FACILITIES”.
- 1.11. SALEABLE SPACE:** Shall mean the space in the building available for independent use and occupation after making due provisions for common facilities.
- 1.12. BUILDING PLAN:** Shall mean the plan Sanctioned Plan issued by the Burdwan Development Authority with it’s alterations, modifications.
- 1.13. SAID FLAT & PARKING:** Shall mean theBHK Flat being **Flat No.** *(also regarded as well as called and*

known as “.....”) located on theth **Floor** of the Multistoried Building named and styled as “....., **BLOCK/TOWER** _____” on the Side of the saidth (.....) **Floor** measuring **Super Built Up Area** of **Sq. Ft.** (A Little More or Less) (inclusive of Super Built Up-Area of 25%) and having **Covered Area** of **Sq. Ft.** (A Little More or Less) and having **Carpet Area** of **Sq. Ft.** (A Little More or Less) in the said Residential Multistoried Building comprising of several Residential Flats and Parking Spaces whereas the Flat being 1 (One) Residential Flat total consisting of (.....) Bedrooms, (.....) Living cum Dining cum Hall, (.....) Kitchen, (.....) Balcony/Verandah and (.....) Toilets and One Covered (.....) Wheeler i.e., Parking Space being measuring an area of **Sq. Ft.** in the Basement/Ground Floor of the said Multistoried Flat Building together with undivided proportionate share of the land under-earth including right of easements, common facilities and amenities annexed thereto morefully described in “**Part-I**” and “**Part-II**” of the “SECOND SCHEDULE”.

1.14. TRANSFER:

Which is grammatical variation by means of conveyance and shall include the deliver of possession of the Residential Flat or Flats, Units, Car Parking Spaces / Garages in multi-storied building to the Purchaser(s)/Vendee(s) thereof with undivided interest of land proportionate to the area of the flat and the right to use in common space in multi-storied building.

1.15. CARPET AREA :

Shall mean and include the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services areas, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment as per the RERA Act, 2016.

1.16. COVERED AREA :

Shall mean the Plinth area of the said Residential Unit/Flat/Parking Space including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between Two Residential Unit/Flats/Parking Space then one - half of the area under such wall shall be included in each Residential Unit/Flat.

1.17. BUILT UP AREA :

Shall mean and include the covered area of the "Second Schedule" mentioned Residential Flat

and Parking Space, external and internal walls and columns, as specified in the Plan issued by the Burdwan Development Authority.

1.18. SUPER BUILT UP AREA : Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed **fixed** percentage of 25% (Twenty Five Percent) to be built-up and/or the covered area of the Unit/Flat and shall mean and include the covered area of the particular flat and also include the proportionate share of each flat in the common spaces, common areas, underground water reservoir, overhead water tanks, stair cases, walls, lobbies, corridors, and in all areas which is used for locating common services for eliminating of any disputes in the measurement of the proportionate share of each flat in the common areas and the Super Built Up Area is used and utilized only for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal as per its standing rules and regulations. Be it mentioned here that if any new Rules or Regulations in respect of any Law relating to Development and Real Estate including the RERA Act, 2016 is formed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete than in

that case the Flats are to be sold either by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable as per the direction of the Government.

1.19. COMMON PORTIONS : Shall mean and include corridors, stairs and stair cases, passage ways, drive ways, motor, lift, water pump, transformer, electrifications, underground and overhead water reservoirs, ultimate roof and/or terrace of the said building excluding the Car Parking Spaces and such other open spaces including those exclusive spaces and land of the Landowner which the Landowner may use or permit as the sole and exclusive property of their own for common use morefully described in the THIRD SCHEDULE hereunder written.

1.20. HOLDING ORGANISATION: Shall mean any person/ association or Society that may be formed by the Owners of several flats/units/car parking space for the common purposes in accordance with Law.

1.21.COMMON PURPOSES : Shall mean and include the purpose of maintaining the said premises and the said building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the

Purchaser/s and the common use and enjoyment thereof.

1.22. UNDIVIDED SHARE : Shall mean and include the respective undivided share and/or interest in the said premises taking into account the total super built up area comprised in the said Flat/Unit/Car Parking Space constructed by the Developer in the said building, which shall always be impartible.

1.23. ROOF/TERRACE: Shall mean the ultimate roof over and above the Top Floor of the said building under Section 3(d)(2) of the West Bengal Apartment Ownership Act, 1972 and it should be treated as one of the common areas and facilities.

1.24. SINGULAR: Shall mean plural and vice versa.

1.25. MASCULINE: Shall include feminine and vice versa.

NOW THIS INDENTURE WITNESSETH THAT :-

IN PURSUANCE of the said Registered **Deed of Agreement for Development cum Power of Attorney** being Registered Development Agreement cum Development Power of Attorney Deed being Deed No. I-04641 for the year 2023, registered at the Office of the D.S.R.-1, Burdwan duly incorporated in Book No. I, Volume No. 0201-2023, Page Nos. 86935 to 87005 and in pursuance of the Plan issued by the Burdwan Development Authority in order to construct Multi-Storied Building and in terms with the Agreement for Sale dated of **202**.... as entered upon between the all parties in connection to purchase the schedule mentioned flat and Parking Space and in lieu of the consideration of **Rs./- (Rupees Only)** paid by the Purchasers to the Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party

which includes the cost of the proportionate share in land and as well as the cost of the Residential Flat and Parking Space in concurrence and consent of the Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party and the Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party hereby the receipt of such payment of **Rs. /- (Rupees Only)** where of the Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party themselves hereunder doth admit and acknowledge as per memo of consideration/receipt below and of and from the payment of the same forever release, discharge and acquit the PURCHASERS CUM VENDEES and the said undivided share of land at the premises referred to in the **“First Schedule”** herein and the said Residential Flat and Parking is referred to in the **“Second Schedule”** with rights in common areas and benefit’s attributable to the said Residential Flat and Parking Space and all appurtenances thereto and the Owner cum Seller cum Vendor through their representative Attorney doth hereby grant, sell, convey, transfer, assign and assure **ALL THAT** Residential Flat and Parking Space together with undivided proportionate share in land attributable to the Residential Flat and Parking Space fully described in the **“Second Schedule”** hereunder written together with all common rights and facilities attributable thereto referred to in **“Third Schedule”** in favour of the PURCHASERS and the Developer themselves being the Confirming Party hereby doth hereby concur and confirm the sale and the Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party hereunder release discharge and acquit and transfer the PURCHASERS all that the said Residential Flat and Parking Space together and common benefit’s fully described in the **“Third Schedule”** hereunder written in the earlier constructed building lying and situate at the premises referred to in the **“First Schedule”** hereinafter and the Owner cum Seller cum Vendor through their

representative Attorney and Developer/Confirming Party doth hereby grant, sell, convey, transfer, assign, and assure unto the Party to the THIRD PART being PURCHASERS *cum* VENDEES **TO HAVE AND TO HOLD ALL THAT** all that undivided proportionate share in land and the said Residential Flat and Parking Space and the reversion or reversions, remainder or remainders and the rents, issues and profit's and all the estate, rights title, interest, property, claim and demand whatsoever of the Owner *cum* Seller *cum* Vendor through their representative Attorney and Developer/Confirming Party unto or upon the PURCHASERS *cum* VENDEES and the said Residential Flat and Parking Space and all other benefit's hereby granted, sold, conveyed transferred assigned and assured or expressed so to be **TOGETHER FURTHER WITH** and subject to the easements or quasi-easements and other stipulations and provisions in connections with the beneficial common use and enjoyment of the said Residential Flat and Parking Space and all other benefit's and rights hereby granted sold, conveyed, transferred, assigned and assured or expressly so **AND ALSO SUBJECT** to the PURCHASERS CUM VENDEES paying and discharging all proportionate taxes, impositions and other common expenses, service charges and maintenance charges and other charges relating to the premises referred to in the "Fourth Schedule" herein.

THE OWNER CUM SELLER CUM VENDOR THROUGH THEIR REPRESENTATIVE ATTORNEY AND DEVELOPER/CONFIRMING PARTY i.e., the PARTY TO THE FIRST AND SECOND PART DOTH HEREBY CONVENANT WITH THE PURCHASERS CUM VENDEES i.e., the PARTY TO THE THIRD PART as follows :-

1. That the Purchasers shall have only right to the "Second" Schedule mentioned Flat and Parking Space only but they will not claim any right/kind whatsoever right in any other flat and parking space of the "First" Schedule mentioned property and building standing thereon.

2. The Purchasers shall maintain the inner portion of the "Second" Schedule mentioned Flat and Parking Space Area, but the other portion is to be maintained jointly with the other flats owners of the "FIRST" Schedule building by paying proportionate charges for maintenance.
3. The Purchasers at his/her/their own cost shall take separate electric meter for enjoyment of electric energy in the "SECOND" Schedule mentioned Flat. The meter can be installed in a common meter space of "FIRST" Schedule property. The purchasers after taking meter in his/her/their own name shall pay meter rent and electric charges at their own risk and responsibility.
4. The rights of the PURCHASERS of the "SECOND" Schedule mentioned Flat and Parking along with the proportionate interest in the common areas and facilities shall be inheritable and transferable like other immovable property. The PURCHASERS shall have every right to transfer, let out and lease out, mortgage the "SECOND" Schedule mentioned Flat and Parking Space in the premises purchased or acquired by the purchasers TOGETHER WITH ALL the benefit's and facilities as herein provided.
5. The Purchasers shall apply for mutation of his/her/their own names for separate assessment of "SECOND" Schedule mentioned Flat and Parking Space and shall pay Municipal Tax directly in his/her/their own name(s) and so long "SECOND" Schedule mentioned Flat and Parking Space is not separately assessed. The PURCHASERS shall pay proportionate Panchayet Tax which will be determined by the Panchayet; so long Association is not formed.
6. That the PURCHASERS shall enjoy the super-built up area of the said Second Schedule mentioned flat along with rights in common lawfully entitled thereto all sewers, drains, water courses and all proportionate rights in all the common areas as mentioned in "Third Schedule" hereinabove.

7. That the PURCHASERS shall become and remain member of the Association to be formed by the flat owners for safe guarding and maintaining all matters of common interest like repairs, white washing, color washing and or painting of the common parts of the Building and repairing of passage, staircases, compound walls and all other common amenities.
8. That the PURCHASERS shall observe and perform the terms and condition and byelaws and rules of Association and his/her/their successor - in interest shall not by virtue of this deed acquire any right or rights which would be prejudice the free use and enjoyment of the common rights by the owners and occupiers of the other flats.
9. That the PURCHASERS shall have the right to enter into any other flat in the said building for the purpose of effecting repair of service pipe lines, electrical line and portion of their flat as may reasonably necessitated such entry with a three days' advance intimation (except emergency) to her for such intended entry. The owner concerned shall and will allow the owners of the other flat such entry into their flats under similar notice in writings.
10. That the association of the flat owners shall be formed by the Purchasers herein jointly with other similar flat owners in the said building complex and to that effect submit necessary documents to the competent authority according to the provision of West Bengal Apartment Ownership Act, 1972 and in that case every Purchaser shall and will sign and execute all necessary forms returns, declarations, and other documents as may from time to time become necessary.
12. The PURCHASERS cum VENDEES being absolute owner shall have the rights to sell, transfer, mortgage, lease or otherwise alienate and encumber the Residential Flat and Parking Space hereby conveyed without interference of any person or persons.

13. That the PURCHASERS after taking possession of the said flat shall not be entitled to do any act of addition alteration of plinth floor ceiling and walls or any part connected with "First" schedule property (Building) which may cause damage to the Co-flat owners. Additions or alterations may be made within the flat in consultation with an engineer with proper intimation to the association in such a way which will not give any extra load or cause damage to the said building
14. The PURCHASERS' undivided interest in the soil of the land described in the "First" schedule hereinabove written shall remain joint for ever with the owners of other flats in the said building.
15. All taxes, levies and impositions, deposit's etc. for the premises as a whole is to shared with the other occupiers.
16. That the PURCHASERS shall not throw or accumulate or cause to be thereon or accumulate any dirt rubbish at any portion of the said building which may create trouble and/or disturbance to the vendors and the developer or the owners of the said building.
17. That the PURCHASERS shall not carry on or cause to be carried on any obnoxious, injuries noisy, dangerous hazardous or immoral activities in the said flat shall not do any act which may cause nuisance in the said building.
18. All litigations costs relating to the common parts and common interest in the said building is to shared with other occupiers.
19. That the interest which each of the Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party profess to transfer subsist and they have respective right, absolute authority and full power to grant, convey, transfer and assure the undivided impartibly share in land and the said Residential Flat and Parking Space including common areas and facilities respectively.

20. The PURCHASERS cum VENDEES shall have absolute and unfettered proprietary right to the said Residential Flat and Parking Space such as of the Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party derive from his/her/their respective right, title and interest save and except demolishing and committing waster in respect of the property.
21. The PURCHASERS cum VENDEES shall have the right of execution, maintenance, repairing replacing, painting of the doors, windows inside decoration of the said Residential Flat and Parking Space provided any such act, does not cause obstruction or nuisance or permanent obstruction to the other Residential Flats owners.
22. The Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party shall from to time and at all times hereafter upon every reasonable request and at the cost of the PURCHASERS cum VENDEES 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 perfect all such further and/or other lawful and reasonable acts, deeds, 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 thereto.
23. The unsold saleable space on the Basement and Ground Floor and Car parking spaces in the building shall remain property of the Developer only who constructed the building being the Confirming Party of this Deed. The Developer alone shall have full and exclusive right, title and interest and authority to sale the aforesaid Parking Space with all rights and facilities of common area and benefit's now being enjoyed by the Developer and Landowner and other unit's holder as the Developer think fit and proper and

the said parking spaces on the Basement and Ground Floor shall not be treated as common portion of the building. Further the Purchaser/s herein shall not raise any objection or any claim if the Developer makes any construction on the Ground Floor within the Parking Area as an Office or any kind of Commercial or Semi Commercial Unit.

24. That the Owner cum Seller cum Vendor will be strictly duty bound to clear all ambiguities and anomalies in respect of the "First Schedule" mentioned Property strictly liable to make the property free from all encumbrances, charge, lien or liability in order to acquire a good title over the "First Schedule" mentioned property without any interference or intervention of any or by any other person or any charge, lien or any such other liability and in default in respect of such terms and conditions by the Owner cum Seller cum Vendor, the PURCHASERS cum VENDEES will be free and will have right to initiate and bring legal action against the Owner cum Seller cum Vendor directly but not against the Developer.
25. That the PURCHASERS shall have full right and privilege to use the main common driveway and common area in the Parking Space Zone as the Pathway as well as Driveways and the way to approach at the Parking Area of the Building but in no manner the Purchasers shall obstruct the said common driveway and common area in the Parking Space Zone by way of keeping and/or throwing and/or storing and/or putting any kind of article and/or garbage and/or any kind of item and/or any sort of vehicle and/or whatsoever and the Purchasers shall also have the right to use and enjoy the alternative way to approach at the Building and Parking Spaces and may use the same as the Pathway and Road as well as Driveways and the way to approach at the Parking Area of the Building but the OWNERS along with the present Purchasers and also the other Purchasers of the Residential Unit's of the

present Building will reserve the pathway right in respect of, on and over the alternative way cum road and in that regard the OWNERS along with the present Purchasers and also the other Purchasers of the Residential Unit's of the present Building and also the DEVELOPER may itself or any of it's staffs or any other person as allowed and permitted by the said DEVELOPER and the OWNERS along with the present Purchasers and also the other Purchasers of the Residential Unit's of the present Building to use and utilize the said road and in that regard no person will have any right to cause obstruction or hindrances or objection and if any of such is caused, then that will not be taken into consideration and will have no effect at all.

**THE PURCHASERS CUM VENDEES i.e., the PARTY TO THE THIRD PART DO TH
HEREBY COVENANT AND AGREE WITH THE OWNER CUM SELLER CUM
VENDOR THROUGH THEIR REPRESENTATIVE ATTORNEY and
DEVELOPER/CONFIRMING PARTY i.e., the PARTY TO THE FIRST AND SECOND
PART as following :-**

1. The PURCHASERS neither have not shall claim from the Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party any right, title and interest in any other part or portion of the building save and except the Residential Flat and Parking Space hereunder conveyed but shall have common rights and facilities and benefit's provided only in "Third Schedule" hereunder written.
2. The PURCHASERS CUM VENDEES shall not at any time claim partition of the undivided proportionate share in the land or the common portion and common areas and facilities.
3. The PURCHASERS CUM VENDEES shall use the Residential Flat and Parking Space for personal and residential purpose only. The PURCHASERS CUM VENDEES shall regularly and punctually pay the proportionate share of

common expenses from the date of delivery of possession of the Residential Flat and Parking Space.

4. The PURCHASERS CUM VENDEES shall be liable to pay proportionately all common charge common electricity, generator other levies and outgoing maintenance charges and repairs of common portions and repairs and painting of the outer walls of the building, and other expenses necessary for the said building from the date of delivery of possession of the Flat and Parking Space.
5. The PURCHASERS CUM VENDEES shall get the Residential Flat and Parking Space mutated in the records of the BLLRO, Burdwan-2 and in the records of the Baikunthapur-2 Gram Panchayet and BDA and Zilla Parishad and other authorities and shall pay all taxes and impositions separately along with the proportionate common expenses and water charges etc. to be levied thereon from the date of delivery of possession of the Residential Flat and Parking Space.
6. The PURCHASERS cum VENDEES along with other Owners of all other Residential unit's of all other portions of the Building shall form a service organization for management and maintenance of the building and shall abide by the rules and regulation and bye laws of the said Association or Organization as the case may be.
7. The PURCHASERS cum VENDEES shall not independently decorate the exterior of the said building and shall not make any structural additions or improvement in the said Residential Flat and Parking Space as well as in the said building and shall not disturb or attach or break the constructions of the said building nor shall do any act whereby the construction and/or safety and stability of the said building may be prejudiced and/or effected. The PURCHASERS CUM VENDEES along with other owners and occupiers shall

keep the said building and common areas and facilities and common installations in good repairable condition.

8. The PURCHASERS cum VENDEES shall not keep or throw, dirt, rubbish rags refuse or other articles in the stairs or in common passage in the said buildings and shall not block the common passage in any manner whatsoever.
9. The PURCHASERS cum VENDEES shall not store any inflammable, combustible explosive or offensive and hazardous articles in the Residential Flat and Parking Space or elsewhere surrounding the building. The Purchasers have taken inspection of the Residential Flat and Parking Space and found it is good habitable condition and order and has got no dispute thereof and accepted possession of the said Residential Flat and Parking Space.
10. That the terms, conditions and stipulations made herein contained shall be final and conclusive and shall prevail over any other contrary conditions and stipulations made herein before.
11. It is mutually agreed between the parties herein that for the purpose of any proximate or contingent other Phase construction works period for other floors PURCHASERS cum VENDEES shall not be entitled to make any objection, claim, right to egress and ingress of Path Ways of the building provided that if the Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party duly obtains the No-Objection cum Consent Certificate from the Flat Owners.
13. That the Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party will have the exclusive right over all garages which will remain as unsold and in respect of those unsold Garages or Car Parking Space, the Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party may transfer or alienate or convey the same in favour any person may an individual or a juristic entity as per it's

own wish and in that respect the PURCHASERS cum VENDEES or any other person/s cannot raise any objection in that regard and if such is raised then that will have no effect and will be absolutely negligible. Further the Purchaser/s herein shall not raise any objection or any claim if the Developer makes any construction on the Ground Floor within the Parking Area as an Office or any kind of Commercial or Semi Commercial Unit.

14. That the PURCHASERS cum VENDEES hereby admit that the Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party had complied all terms and conditions of Mutual Agreement and the Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party hereby admit that the PURCHASERS cum VENDEES had also complied all terms and conditions of Agreement for Sale.
15. That the PURCHASERS cum VENDEES will pay all charges of Municipal tax and revenue and other payable statutory charges in respect of the purchased property and other facilities as described in this indenture.
16. That the project and the Building constructed at the said premises named and styled as “ _____, **BLOCK/TOWER** _____” and the same shall always be known by the said name. The Association, the Maintenance agency, the Purchaser/s herein and/or the Unit/Flat/Car parking Owners and Occupiers shall not be entitled to change the same name under any circumstances whatsoever.
17. That so long the society or association is not form for the purpose of utilizing common facilities, electricity etc. the all of the Flat Owners shall have the full and absolute liability and responsibility to bear the cost of such common facilities, electricity etc. and in that regard one common fund is to be created and in that fund all the Flat Owners are bound to deposit equal and equivalent amount of fund in order incur all the expenses related to common facilities,

electricity etc. and the Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party will have no right to disconnect or to discontinue any such facilities/electric connection AND the PURCHASERS cum VENDEES further agrees and covenant with the Owner cum Seller cum Vendor through their representative Attorney and Developer/Confirming Party that so long the Panchayet and other Statutory rate and taxes and other levies are not being assessed separately by the authority concerned in respect of the said land and premises the PURCHASERS cum VENDEES will pay the appropriate rates, taxes, charges and all outgoings as will be fixed by Owner cum Seller cum Vendor through their representative Attorney and in terms of such payment each Flat Owner is bound to deposit equal and equivalent amount of fund in order incur all the expenses in that regard without raising any objection and the PURCHASERS cum VENDEES covenant and agrees to observe perform and comply with the terms and condition set out and mentioning various clauses of the "Fourth Schedule" hereunder written.

18. That after the date of delivery of the Second Schedule mentioned Flat and Parking Space the purchasers shall at **their** own costs and expenses do the followings: -

- a) To keep the unit and every part of thereof and all fixtures and fittings therein or exclusively for the unit properly maintain and the good repair and in a neat and clean condition.
- b) To use the unit and all common portions carefully peaceably and quietly and only for the purpose of residence.
- c) The Purchasers from **their** own cost shall maintain the flat and common area commonly with other owners.

19. **That the Purchasers shall not do the followings:-**

- a) That the Purchasers shall not cause any damage of the column supports foundation wall, beams plinth, ceiling of the flat and shall not do any act which may diminish the lateral support of beam etc. and shall not create any nuisance and annoyance and also shall not do any acts of addition and alteration work which may destroy the lateral support of the "First" schedule building and diminish the strength of structure.
- b) To obstruct the Owners and the Developer or the owner's association after formation for maintaining any act relating to the common purpose and to discharge any staff of the building without the consent of the Owners and/or the Developer till completion of the project.
- c) To violate any terms and conditions and rules and regulations for maintaining the said building.
- d) To injure or harm or causing any damage to any common portion other unit of the building by making any alteration or withdrawing any supports or otherwise.
- e) To carry and store any obnoxious, injurious, dangerous, inflammable articles or things and also shall not use the unit for any illegal and immoral purpose over and above the said flat and the common areas are not being used for the purpose other than residential purpose.
- f) To do or permit anything to be done causing nuisance and/or annoyance to the occupiers of the other unit's of the said building or adjoining building. And also shall not throw or accumulate any dirt or rubbish or other refused articles within the common parts of areas in the said building compound or any portion of the building or land comprising the premises other than the specific areas.

- g) To use or allow the said flat or any part thereof to be used for any club meeting, conference, nursing home, hospital, boarding house, eating house or any other similar public purpose.
 - h) To put and affix any sign Board name plates to other things in common portion or outside walls of the building or outside walls of the flat without the permission of the association but shall not prevent displaying a decent name plates in the outside of the main door of the said flat.
 - i) To keep up heavy articles or things which likely to damage the floor or operate any machine or machineries other-than home appliances. The Purchaser should keep the common passage and corridors clean and clear for easy movements.
 - j) To plant by storing earth on the roof and also shall not give any extra load either by erecting any wall inside the unit or by any means on the building.
 - k) To keep any domestic animals or pets without the permission from the competent authority.
 - l) To sell the Parking Space separately, but the same can be sold along with the apartment.
 - m) To change the usage of the said Flat and Parking Space and/or erect or construct any structure whether temporary or permanent, in the said Flat and Parking Space and or make any alterations, addition or improvements in the said Flat and Parking space. Further not entitled to chisel or in any other cause damage to columns, beams, walls, slabs or R.C.C. or any other support.
 - n) To use the small room situated over the stair hall roof and the same will be kept exclusively for the Developer's use.
20. THAT in near or in remote future, the DEVELOPER enters upon into any agreement for development of any plot situated surrounding the premises

mentioned in the FIRST SCHEDULE of this indenture, then the DEVELOPER will have all the right to use or to let use the pathway and road located within and surrounding the said project situated over the land described in the FIRST SCHEDULE and the road may be used as normal and regular basis by probable or future purchaser or any person associated with such projected or proposed development.

21. That the OWNERS and DEVELOPER will reserve the pathway right in respect of, on and over the road within the project and the entire First Schedule mentioned Land and in that regard the DEVELOPER may themselves or any of their staffs or any other person as allowed and permitted by the said DEVELOPER to use and utilize the said road and in that regard no person will have any right to cause obstruction or hindrances or objection and if any of such is caused, then that will not be taken into consideration and will have no effect at all.

OWNERS cum VENDORS cum SELLERS through their Representative Attorney hereby relinquish all Rights, Title, Interest and Possession whatsoever in favour of the **PURCHASERS cum VENDEES** and the **DEVELOPER** being the Confirming Party hereby confirms the sale without any objection whatsoever.

The said **Flat** in the **Floor** of the Residential Flat Building as specified in the Second Schedule of this Deed and the said **Parking Space** in the **Ground/Basement Floor** Residential Flat Building as specified in the Second Schedule of this Deed has been specifically demarcated and portrayed in the Map which annexed herewith this indenture and which will be treated as part and parcel of this Deed of Sale.

The **PURCHASERS CUM VENDEES** paid Stamp Duty over the market value assessed by A.D.S.R, Burdwan.

The consideration amount has been settled a sum of **Rs./-** (**Rupees Only**) and the assessed market value has been held a sum of **Rs./-** (**Rupees Only**). The payable Stamp duty has duly been assessed over the Government Assessed Value by the A.D.S.R, Burdwan. The present instrument has been prepared upon the stamp valued at **Rs. 5,000/-** and rest payable Stamp Duty has been paid through e-Payment Process of GRIPS Portal and Registration Fees has been also been paid through e-Payment Process of GRIPS Portal.

The photos, finger prints, signatures of the **Constituent Power of Attorney Holders** of the **OWNERS cum VENDORS cum SELLERS** and the photos, finger prints, signatures of the **DEVELOPER** and the photos, finger prints, signatures of the **PURCHASERS cum VENDEES** are annexed herewith in separate sheets, which will be treated as the part of this deed.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ENTIRE PROPERTY/PREMISES (PROJECT PROPERTY/PREMISES)

ALL THAT THE PIECE AND PARCEL OF REVENUE REDEEMED DEMARCATED LAND measuring **10806.50 Sq. Ft. i.e., 15 Katha 6.5 Sq. Ft.** of Land situated at R.S. Plot No. 522 appertaining to L.R. Plot No. 522, comprising in present L.R. Khatian No. 4218 of Mouza- Kanainatshal, J.L. No. 76 situated within the limit of Baikunthapur 2 No. Gram Panchayet of P.S. Bardhaman, Dist. Purba Bardhaman, by Class Commercial Bastu having Holding No. Ka-6973 of Baikunthapur 2 No Gram Panchayet within the jurisdiction of Baikunthapur 2 No Gram Panchayet along with constructed structure thereon being a Multi-storied Building Structure thereon *[being a Residential Multistoried Building named and styled as " _____ " comprising of several Residential Flats and Parking Spaces]* has been constructed as per Sanctioned Plan issued by the Burdwan Development Authority and already constructed structure comprised with Residential Flats and Parking Spaces.

AND THE ENTIRE SAID PREMISES IS BUTTED AND BOUNDED BY,

- On the North:** Part of R.S. & L.R. Plot No 522;
On the South: Property within Gopalnagar Mouza;
On the East: Property within Gopalnagar Mouza; *and*
On the West: 14 Ft Wide Road:

At present Land Revenue is payable to the B.L.& L.R.O. Burdwan-2.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART- I

'SAID UNIT/FLAT'

ALL THAT PIECE AND PARCEL of theBHK Flat being **Flat No.** (*also regarded as well as called and known as "....."*) located on theth **Floor** of the Multi-Storied Residential Building named and styled as "....., **BLOCK/TOWER ____**" on the Side of the saidth (**.....**) **Floor** measuring **Super Built Up Area** of **Sq. Ft.** (a little more or less) i.e., **Sq. Mt.** (A Little More or Less) (inclusive of Super Built Up-Area of 25%) and having **Covered Area** of **Sq. Ft.** (A Little More or Less) i.e., **Sq. Mt.** (A Little More or Less) and having **Carpet Area** of **Sq. Ft.** (A Little More or Less) i.e., **Sq. Mt.** (A Little More or Less) in the said Residential Building comprising of several Residential Flats and Parking Spaces whereas the Flat being 1 (One) Residential Flat total consisting of (.....) Bedrooms, (.....) Dining cum Hall, (.....) Kitchen, (.....) Balcony/Verandah and (.....) Toilets together with the proportionate share of land contained at and under the said premises and further together with the all rights of common user of Path, Passage, Stair, Lift, Lobby, Roof, Transformer, Water Pump, Water Reservoir and Tank Sanitary, Cable etc. meant for common use of the at First schedule mentioned building being common areas, benefit's, amenities, facilities and others

thereof of the Building Constructed and upon the **FIRST SCHEDULE** premises above together with benefit of common areas and facilities referred to in the Third Schedule herein and the said Flat has been specifically demarcated and portrayed in the map and bordered with “**RED**” colour and the said Map is annexed herewith this Deed and which will be treated as part and parcel of this Deed of Sale.

PART- II

SAID PARKING SPACE

ALL THAT PIECE AND PARCEL of One Covered cum (.....) Wheeler Parking Space measuring an area of **Sq. Ft.** in the Ground/Basement of the said Residential cum Commercial Storied Building named and styled as “ _____, BLOCK/TOWER _____” comprising of several Residential Flats and Parking Spaces, is hereby transferred and sold by the OWNER and DEVELOPER in favour of the PURCHASERS and the Purchasers obtain the said cum (.....) Wheeler Parking Space and it appertaining Right of Parking in the specified area of the said Building and the said Wheeler Parking Space has been mentioned in the Map and specifically demarcated, portrayed and bordered with “**GREEN**” colour and the said Map is annexed herewith this Deed and which will be treated as part and parcel of this Deed of Sale.

PART- III

(SPECIFICATION OF FLAT)

BUILDING STRUCTURE:- Reinforced Cement Concrete (1:2:4),

MAIN WALLS & PARTITION WALLS:- 200 MM Thick Cement Brick Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat Separating Wall and Partition Walls inside the respectively,

FLOOR:- Cut Piece Marble or Vitrified Floor for Landowner and Vitrified Floor Tiles for Flat Purchasers for All room, Verandah, Hall, Kitchen, Bath/Toilet.

SKIRTING AND DADO:- Wall Tiles, the Height not to be exceeded 100 MM High and the Dado Not Exceeding 150 MM High (For Toilet Glazed Tiles will be used up to a height of 6 Ft. form Skirting).

PLASTERING:- Plastering to External Walls will be of 20 MM. thick in 1:5 Cement, Sand and Mortar. Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar.

WOODWORK AND JOINERY:- 100 MM X 50 MM. Malaysian Sal Wood or equivalent section for Door frame, 32 MM. Thick solid core Flush door, Thickness of the shutter will be 32 MM. Main Door shutter for the OWNER will be made of quality Flush door.

M. S. GRILL WORKS:- All windows will be aluminium framed with necessary hardware fittings. The grill -works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

PAINTING:- All the internal wall surfaces and the ceiling will be finished with Putty.

The external wall surfaces will be finished with snow-cem or equivalent cement based paint. All the wooden

surfaces and the steel surfaces will be finished with enamel paint after necessary Priming Coat.

FINISHING WORKS FOR GROUND FLOOR:- The Parking areas will be finished with neat cement finish.

HARDWARE FITTINGS AND FIXTURES:- All the hardware Fittings will be of aluminium. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat. Door stoppers will be fixed in every door.

ELECTRICAL WORKS:- All the electrical lines will be concealed with copper wires. with PVC conduit. Each flat will have the following electrical points.

Each Bed Room Two light points, Two Plug points, One Fan Point and One Separate AC Point.

Living Room cum Dinning Space Three light Points Two Fan Point, One Plug Point, One Freeze point.

Kitchen One light Point, One Power Point, One Exhaust Fan Point.

Exhaust Fan points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet.

WATER SUPPLY & DRAINAGE:- One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir.

The drainage line will be connected to the existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

TOILET FITTINGS & FIXTURES:- Each toilet will be provided with one shower, one European Commode. Necessary taps will be provided in the toilets and the floor will be of cut pieces marble/anti-skid tiles. One basin with tap will be installed at Dining Hall.

KITCHEN SPACE:- Each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

OVER HEAD TANK:- P.V.C/Concrete.

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON AREAS, RIGHTS & FACILITIES

- a) The land described in the First Schedule hereinabove and the Roof of the Building along with all easement rights and appurtenances adjacent to the land.
- b) The space within the building comprised of entrance therein, stair case, lift, lands and uses of roof for hanging clothes etc. for drying,
- c) The foundation, column beams, structures, main walls, the gates of the premises, building and space landings to the Building and staircases.
- d) The installation for common services such as the drainage systems in the premises, rain water pipe system, water supply arrangements including water and sewerage evacuation pipes from the flats to drains, sewer common to the

said building and electric connection (except in the unit) and also the other civic amenities if any in the said premises.

- e) Lift, Staircase on all floors, staircase, landing on all floors & Roof
- f) Common passage form main metal road to the ground floor staircase building, water pump, water tank and other plumbing installation and pump room.
- g) Electrical wiring motors, electrical fitting (except those which are installed for Particular unit), Electrical Sub – Station etc.
- h) Drainage and sewers.
- i) Bounding wall and main gate.
- j) Such other fitting, equipment and fixtures which are begin did neither use commonly nor the common purpose or needed for using the individual facilities.
- k) Water pipes (Save those inside the Flat)
- l) Installations for fire fighting, if any, of the BUILDING
- m) Wiring and accessories for lighting of BUILDING of common portions.
- n) Electrical Installations relating to meter for receiving electricity from Electricity Agency, pump and motor of the Building.
- o) Ground floor Lobby.
- p) Machinery of the BUILDING.
- q) Drains, Sewers, Septic tank and pipes of the BUILDING.
- r) Open and/or covered paths and passages inside the PREMISES which comprise of BOUNDARY WALLS.
- s) Water pipes (Save those inside the Building)
- t) Deep Tube well. Wiring and accessories for light of common portions of the premise.
- u) Pumps and motors reserved for use for common portion of the PREMISES,
- v) Light arrangements at the main gate, passage and in common areas of the PREMISES.

THE FOURTH SCHEDULE ABOVE REFERRED TO

COMMON EXPENSES

1. The cost of maintaining, replacing, painting, rebuilding, replacing, decorating the main structure of the said building including the exterior thereof and in particular the common portion of the roof, if any terrace landing and staircase of the building, shutters, rain water pipes, motor pump, water sources pipes, electrical wire sewerages drains and all other common parts of the fixtures fittings and equipments in under or upon the building enjoyed or used in commonly the occupier thereof.
2. The cost of acquisition and other legal proceeds, the cost of cleaning, lighting the main entrance, lawn, passage, landing staircase, main walls and other parts of the building enjoyed or used in common by the occupiers thereof.
3. The salaries of Managers, Clerks, Bill Collectors, Chowkidars, Darwans, Plumbers, Electricians, Mails, Sweepers etc. if any appointed.
4. The cost of working, repairs, replacement and maintenance of lift, light, pumps, other plumbing works including all other service charges for services rendered in common to all other occupiers.
5. All electricity charges payable in common as enjoyed or consumed in common by the occupiers hereof for the said building.
6. Such other expenses including printing and stationeries as also all litigation expenses incurred in respect of any dispute with the panchayet or any other legal authorities in relation to the same as deemed by the vendor the committee entrusted with the management and upkeep of the said building.
7. The expenses of repairing, maintaining, white washing and colour washing the main structure, outer walls and common areas of the building.
8. The costs of cleaning and lighting the entrance of the building, the passages and spaces around the building lobby, lift, staircase and other common areas.

9. Panchayet taxes, water taxes, insurance premium and other taxes and outgoing whatsoever as may be applicable and/or payable on account of the said premises.
10. Electrical installations relating to meter, transformer for receiving electricity from the Electricity Authority. Pump(s) and other common services as also minimum reasonable power of use within the said Unit/Flat.
11. Such other expenses as may be necessary for or incidental to the maintenance and up keeping the premises and common areas and amenities and all other facilities or installations, if any provided for the common use of the Unit/Flat of the premises and not covered by this Schedule mentioned hereinabove.
12. Betterment and/or development charges and any other tax, duty, levy or charges that may be imposed or charged, if any, in connection with the construction or transfer of the said Unit/s/ Flat/s/Car parking space/s and space/s unto and in favour of the Purchaser/s herein.

THE FIFTH SCHEDULE ABOVE REFERRED TO

COMMON SERVICE

The common services as stated above shall be declared before the competent authority under West Bengal Ownership Apartment Act, 1972 as amended up to date and after obtaining certified copy of this conveyance the owner of all flats shall comply with the competent Authority under West Bengal Ownership Apartment Act, 1972 as amended up to date in form Apartment Ownership Association Act.

IN WITNESSES WHEREOF, OWNER CUM SELLER CUM
VENDOR through their **Constituent Power of Attorney Holders**, the **DEVELOPER**, the **PURCHASERS CUM VENDEES** and **WITNESSES** after knowing the purpose and meaning of this deed, made over and read over to them by the witnesses in their another tongue and after satisfaction put their signatures in good health and open mind onth _____, 202____.

MEMO OF CONSIDERATION

The **OWNER CUM SELLER CUM VENDOR** through their **Constituent Power of Attorney Holders** and the **DEVELOPER** hereby doth admit and confirm about RECEIPT and RECEIVING of and from the within named **PURCHASERS** the sum of **Rs./- (Rupees Lakhs Only)** as full agreed and pre-settled consideration amount.

[This Deed is prepared on 1 (One) Stamp Paper, (.....) Legal Papers, 1 (One) Map and 1 (One) Legal Paper containing the Finger Prints and Photos of the Parties i.e., This Deed is prepared on and upon total (.....) Pages].

WITNESSES:-

1.

2.

**SEAL & SIGNATURE OF THE POWER OF ATTORNEY
HOLDERS REPRESENTING THE OWNER CUM
SELLER CUM VENDOR**

SEAL & SIGNATURE OF THE DEVELOPER

1.

2.

Drafted by me & typed in my Office:-

SIGNATURES OF THE PURCHASERS

Rajdeep Goswami
Advocate
Burdwan Dist. Judges Court
Enrollment No. WB/1989/2011