

## DEED OF CONVEYANCE

**Within P.S. Bardhaman & P.O – Sripally, Dist. Purba Bardhaman,**

**within Burdwan Municipality, Mouza – Khaja Anwar Berh**

**Super Built-up Area of Flat - ..... Sq. Ft.**

**Built-up Area of Flat - ..... Sq. Ft**

**Carpet Area of Flat - ..... Sq.ft.**

**&**

**Covered Four-Wheeler Car Parking Space - ..... Sq. Ft**

**Sale Value: Rs. ..../- (Rupees .....)**

**Government Assessed Value : Rs. ..../- (Rupees  
.....)**

**THIS DEED OF CONVEYANCE IS MADE ON THIS .....<sup>TH</sup> DAY OF  
\_\_\_\_\_ OF TWO THOUSAND TWENTY THREE (2023)**

**BETWEEN**

**SHRI ASIT KUMAR KUNDU**, Son of Late Abhay Pada Kundu, by faith- Hindu, by occupation- Business, by Nationality – Indian at present at Khaja Anowar Berh, P.O – Sripally, P.S – Bardhaman, Dist – Purba Bardhaman – 713103 **PAN. – AMAPK0677R ; Aadhaar No- 2788 1236 2694 ;** herein after called and referred as the **OWNER** (which express on shall unless excluded his/her/their and his/her/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**. being represented by their constituent Power of Attorney Holder by virtue of Deed No. I-4544 for the year 2022 duly registered at Book No. I, Volume No 0203-2022, (Page No. 116695 to 116764) registered before the office of the A.D.S.R - Burdwan, namely **“G S PROPERTIES”** (A Partnership Firm) having its Regd. Office at 227B, B.T. Road, Kolkata-700036, **PAN. AAVFG9749B;** represented by its Representative Partners namely **SMT SUTAPA GHAR** W/o Sri Bishwanath Ghar, by Nationality Indian, by faith Hindu, by occupation Business, presently resident of FRAV-29, Ulhas Mini Township, Purba Burdwan , Burdwan - 713104; **PAN. AHGPG5524L and SRI SAYAN GHAR** S/o Sri Bishwanath Ghar, by Nationality Indian, by faith Hindu, by occupation Business, presently resident of FRAV-29, Ulhas Mini Township, Purba Burdwan , Burdwan - 713104; **PAN. BYEPG7023C;**

**AND**

**“G S PROPERTIES”** (A Partnership Firm) having its Regd. Office at 227B, B.T. Road, Kolkata-700036, **PAN. AAVFG9749B;** represented by its Representative Partners namely **SMT SUTAPA GHAR** W/o Sri Bishwanath Ghar, by Nationality Indian, by faith Hindu, by occupation Business, presently resident of FRAV-29, Ulhas Mini Township, Purba Burdwan , Burdwan - 713104; **PAN. AHGPG5524L and SRI SAYAN GHAR** S/o Sri Bishwanath Ghar, by Nationality Indian, by faith Hindu, by

occupation Business, presently resident of FRAV-29, Ulhas Mini Township, Purba Burdwan , Burdwan - 713104; **PAN. BYEPG7023C**; herein after called the **DEVELOPER** (which express on shall unless excluded his/their/its respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**:

**AND**

1. \_\_\_\_\_, Son of \_\_\_\_\_ Occupation - \_\_\_\_\_, by faith \_\_\_\_\_, by Nationality \_\_\_\_\_, resident of \_\_\_\_\_; **PAN - \_\_\_\_\_** ; **Aadhaar No - \_\_\_\_\_** and
2. \_\_\_\_\_, Son of \_\_\_\_\_ Occupation - \_\_\_\_\_, by faith \_\_\_\_\_, by Nationality \_\_\_\_\_, resident of \_\_\_\_\_; **PAN - \_\_\_\_\_** ; **Aadhaar No - \_\_\_\_\_**; herein together and jointly and severally called and referred as the **PURCHASERS cum VENDEES** (which express on shall unless excluded his/her/their and each of their respective heirs, executors, administrators, legal representative and assigns) of the party of the **THIRD PART**.

**WHEREAS** the OWNERS are the sole and absolute owners and have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more-fully described in the entire First Schedule hereinafter written (hereinafter referred to as the "**SAID PREMISES**").

**AND WHEREAS:** the OWNERS are the sole and absolute owners and have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever

more-fully described in the entire First Schedule hereinafter written (hereinafter referred to as the "**SAID PREMISES**").

**AND WHEREAS** the First Scheduled property originally belonged to Ras Gobindo Kundu, Bijoy Gobindo Kundu, Radha Gobindo Kundu and Susama Bala Nandy daughter of Late Gopal Gobindo Kundu along with other properties and while being the OWNERS and possessors of the same jointly, they partitioned the said property by metes and bounds along with other properties amongst themselves by virtue of a Partition Suit being Title Suit No. 94 of 1954 and the said First Scheduled property was obtained and acquired by Ras Gobindo Kundu by virtue of the Judgment and Decree of the Hon'ble Court out of the the said Partition.

**AND WHEREAS** Ras Gobindo Kundu while enjoying and possessing the same gifted the First Schedule mentioned property along with other properties in favour of his 2 (Two) sons namely Tarapada Kundu and Abhaypada Kundu by virtue of a Registered Deed of Gift being Deed No. I-3424 of 1972 dated 09.05.1972 and registered before the office of the DSR, Burdwan.

**AND WHEREAS** Tarapada Kundu while enjoying and possessing his one half share of the property along with his share in other properties gifted in favour of his brother namely Abhaypada Kundu by virtue of a Registered Deed of Gift being Deed No. I-5481 of 2004, incorporated in Book No. I, registered at ADSR, Burdwan.

**AND WHEREAS** after obtaining 100% share in the said property as mentioned in the First Schedule along with other properties hereinafter the said Abhaypada Kundu constructed house thereon and afterwards while enjoying and possessing the same he gifted 50% of his share in the First Schedule mentioned property along with other properties in favour of his son being the FIRST PART of this Deed namely Asit Kumar Kundu by virtue of a Registered Deed of Gift being Deed No. I-4223 for 2005 incorporated in Book No. I, Volume No. X-150, Page Nos. 155 to 161 registered at ADSR, Burdwan.

**AND WHEREAS** said Abhaypada Kundu again while enjoying and possessing the rest one half share of the property i.e., his entire remaining along

with other properties in favour of his son being the FIRST PART of this Deed namely Asit Kumar Kundu by virtue of a Registered Deed of Gift being Deed No. I-4675 for 2020 incorporated in Book No. I, Volume No. 0203-2020, Page Nos. 114641 to 114660 registered before the office of the ADSR, Burdwan and since then the present OWNER by virtue of the aforesaid Deeds, became the absolute owner and possessor in respect of absolute right, title and interest in respect of the property mentioned in detailed in the First Schedule hereinafter inclusive of the structure thereon and he has been enjoying the same as the absolute possessor without the intervention of any third person till this day.

**AND WHEREAS** Asit Kumar Kundu being the present OWNER mutated his name in the present L.R.R.O.R and got his names recorded in L.R. Khatian No. 1164 under one man one khatian and afterwards he has been peacefully enjoying the property as the 16 Anna share of the same and has duly incorporated his name in the Holding No. 33 of Ward No. 17, Circle No. 17, Berh West Para Mahalla of Burdwan Municipality.

**AND WHEREAS** thus in the manner aforesaid, the Owner namely Asit Kumar Kundu now seized and possessed of and well and sufficiently entitled to as lawful rayat owner of ALL THAT piece and parcel of Bastu land measuring 4(Four) Cottah 12 (Twelve) Chittacks and 43 (Forty Three) Square Feet more or less being lying and situated now at District - Purba Bardhaman Sub Registry Office at Burdwan, Mouza- Khaja Anwar Berh appertaining to J. L. No. 36 L. R Dag No. 450, 451 recorded in L. R Khatian No. 1164 within the jurisdiction of Burdwan Police Station and is now enjoying the same by paying the rates taxes and other outgoings regularly and punctually to the competent authorities free from all encumbrances hereinafter referred to as the First Schedule property herein.

**AND WHEREAS** that there is a large portion of land being 4 (Four) Cottah 12 (Twelve) Chittacks and 43 (Forty Three) Square Feet more or less of Land being the First Schedule mentioned property which is unmaintained and thereby the **OWNERS** have taken decision to construct multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing

building/s and to develop the premises which is not being looked after by the OWNERS due to their inexperience in the field of maintenance of property and also occupational dilemma as well as health and habitation uncertainty in the City of Burdwan and thereby the OWNER has taken decision to construct the multistoried residential building along with residential building inclusive of Flats/Residential Units and Car Parking Spaces and to develop the premises.

**AND WHEREAS** that the **DEVELOPER** is itself a highly reputed developer Limited Liability Partnership Firm in the sector of Development and Promoting of Land and allied works and has more experience, knowledge, and skill to develop the same. So, the **OWNERS** of the First Schedule mentioned property gave an offer to the **DEVELOPER** to develop the First Schedule properties as mentioned below. In response to that offer, the **DEVELOPER** has accepted the same on definite terms and conditions to develop the property with a project for the construction of a building residential purpose.

**AND WHEREAS** the **OWNER** and the **DEVELOPER** together entered into an Agreement for Development of the said proposed land and in pursuance of the said Agreement which was registered at the Office of the A.D.S.R. – Burdwan, and became Deed No. I-4544 for the year 2022 duly registered at Book No. I, Volume No 0203-2022, (Page No. 116695 to 116764 ) registered before the office of the A.D.S.R. – Burdwan and in pursuance of the said Agreement the Developer started to raise and construct multistoried building comprised of Residential flats / unit / parking space on the basis of sanctioned building plan and 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 Partner as well as the Power of Attorney Holder for and on behalf of the **OWNER** and upon receipt of such payment from the intending purchasers the **DEVELOPER** through its partner, 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 partner who would execute proper sale deed / conveyance deed in respect of the said undivided, impartible and indivisible interest in the land and it was resolved through the aforesaid meeting that 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 cum Managing Partner.

**AND WHEREAS** the aforesaid **DEVELOPER** through its partner started the process of making the construction of the proposed multi-storeyed building comprising several Residential Flats/Units and Car Parking Spaces whom the **DEVELOPER** through its partner would procure on its own and such Intending purchaser shall pay consideration money to the **DEVELOPER** through Its partner for the Residential Flats/Units and Car Parking Spaces, as well as an undivided proportionate and impartible 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 constructing the said multi-storeyed Residential cum Commercial Building as per the sanctioned plan from Burdwan Municipality 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, 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 of the Flat.

**AND WHEREAS** the **DEVELOPER** submitted a scheme cum proposed plan in the name of the Owner before the Burdwan Municipality and in that regard the **OWNER** through the **DEVELOPER** got their proposed plan sanctioned and obtained Municipal Plan being Sanctioned Memo No. – SWS-OBPAS/1201/2022/1181 Dated – 07/01/2023 with the permission to construct one Ground (G) Plus (+) Three (3) Storied Residential Building consisting of several Flats and Parking Spaces

**AND WHEREAS** the aforesaid **DEVELOPER** through its partner started the process of making the construction of the proposed multi-storeyed building comprising several Residential Flats/Units and Car Parking Spaces whom the **DEVELOPER** through its partner would procure on its own and such intending purchaser shall pay consideration money to the **DEVELOPER** through its partner for the Residential Flats/Units/Shops 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 save and except the land which will be allotted in favour of the **OWNER** after constructing the said multi-storeyed Residential Building which will be known as “**G HAR AMORE**”, as per the sanctioned plan from Burdwan Municipality 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, stairs, lift, etc. The plinth area along with a share of all common areas proportionately divided amongst all unit owners makes up Covered Area.

**AND WHEREAS** the Purchasers, the party of the **THIRD PART** decided to purchase ( ) \_\_\_\_\_ **Flat on** \_\_\_\_\_ (**\_\_\_\_\_**) **Floor** ( \_\_\_\_\_ **Side**) (hereinafter referred to as the said unit) measuring **Carpet Area (inclusive. Balcony Area)** \_\_\_\_\_ **sq ft. (little more or less), Built up Area -** \_\_\_\_\_ **sqft (little more or less), Super Built up Area -** \_\_\_\_\_ **sqft or described in the Second Schedule, &** \_\_\_\_\_



Covered Car Parking Space measuring \_\_\_\_\_ sq.ft (A little more or less) on the Ground Floor of the said Building approached the owners and developer and the Owners and the developer agree to sell the said Flat with undivided proportionate share in land and common benefits 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 \_\_\_\_\_ the day of \_\_\_\_\_ of \_\_\_\_\_ in order to sale out the said Flat and the said parking space in favour of the PURCHASERS.

**AND WHEREAS** the Purchaser has collected all the photo copies of title deeds, agreement, copy of power of attorney, copy of municipality-sanctioned plans, and copies of 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 Burdwan Municipality and also satisfied and convinced with the right of the **OWNER** and **DEVELOPER** to enter into agreements for sale of the flat and the said \_\_\_\_\_ car parking space together with a proportionate share in the 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 \_\_\_\_\_ car parking space.

**AND WHEREAS** the said flat/unit and the said \_\_\_\_\_ parking space has since been completed in habitable and usable condition and Purchaser 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/unit and the said

\_\_\_\_\_ car parking space to the satisfaction and have they have now requested the Owner And Developer/Confirming Party to transfer the said flat/unit 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 remaining from the end of the Purchasers in favour of the Owners And Developer/Confirming Party and the Purchasers are fully satisfied with the construction of the building and the completion of the Second Schedule mentioned property as per the Specifications mentioned in the Agreement for Sale and also the Specifications mentioned in this Deed and acknowledge, admit and declare not to raise any claim or demand or objection in respect of the construction and the specified facilities in this regard in future before the Developer Or the Owner and also declare not raise any claim, objection or demand in any court of law or in other forum or tribunal.

**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. OWNERS:** ***SHRI ASIT KUMAR KUNDU***, Son of Late Abhay Pada Kundu, by faith- Hindu, by occupation- Business, by Nationality – Indian at present at Khaja Anowar Berh, P.O – Sripally, P.S – Bardhaman, Dist – Purba Bardhaman – 713103 **PAN. – AMAPK0677R ; Aadhaar No- 2788 1236 2694;**

**1.2. VENDORS cum SELLERS:** ***SHRI ASIT KUMAR KUNDU***, Son of Late Abhay Pada Kundu, by faith- Hindu, by occupation- Business, by

Nationality – Indian at present at Khaja Anowar Berh, P.O – Sripally, P.S – Bardhaman, Dist – Purba Bardhaman – 713103 **PAN. – AMAPK0677R ; Aadhaar No- 2788 1236 2694;**

**1.3. OWNERS' ATTORNEY: “G S PROPERTIES”** (*A Partnership Firm*) having its Regd. Office at 227B, B.T. Road, Kolkata-700036, **PAN. AAVFG9749B;** represented by its Representative Partners namely **SMT SUTAPA GHAR** W/o Sri Bishwanath Ghar, by Nationality Indian, by faith Hindu, by occupation Business, presently resident of FRAV-29, Ulhas Mini Township, Purba Burdwan , Burdwan - 713104; **PAN. AHGPG5524L** and **SRI SAYAN GHAR** S/o Sri Bishwanath Ghar, by Nationality Indian, by faith Hindu, by occupation Business, presently resident of FRAV-29, Ulhas Mini Township, Purba Burdwan ,Burdwan - 713104; **PAN. BYEPG7023C;** [vide Registered Development Agreement cum Development Power of Attorney Deed being Deed No. I-4544 for the year 2022 duly registered at Book No. I, Volume No 0203-2022, (Page No. 116695 to 116764) registered before the office of the ADSR - Burdwan].

**1.4. DEVELOPER:** “**G S PROPERTIES”** (*A Partnership Firm*) having its Regd. Office at 227B, B.T. Road, Kolkata-700036,**PAN. AAVFG9749B;** represented by its Representative Partners namely **SMT SUTAPA GHAR** W/o Sri Bishwanath Ghar, by Nationality Indian, by faith Hindu, by occupation Business, presently resident of FRAV-29, Ulhas Mini Township, Purba

Burdwan , Burdwan - 713104; **PAN. AHGPG5524L** and **SRI SAYAN GHAR** S/o Sri Bishwanath Ghar, by Nationality Indian, by faith Hindu, by occupation Business, presently resident of FRAV-29, Ulhas Mini Township, Purba Burdwan , Burdwan - 713104; **PAN. BYEPG7023C**

- 1.5. PURCHASERS/VENDEES:** 1. \_\_\_\_\_, Son of \_\_\_\_\_ Occupation – \_\_\_\_\_, by faith \_\_\_\_\_, by Nationality \_\_\_\_\_, resident of \_\_\_\_\_; **PAN – \_\_\_\_\_** ; **Aadhaar No – \_\_\_\_\_** and \_\_\_\_\_
2. \_\_\_\_\_, Son of \_\_\_\_\_ Occupation – \_\_\_\_\_, by faith \_\_\_\_\_, by Nationality \_\_\_\_\_, resident of \_\_\_\_\_; **PAN – \_\_\_\_\_** ; **Aadhaar No – \_\_\_\_\_** ; \_\_\_\_\_;

**1.6. PREMISES/PROPERTY: ALL THAT PIECE AND PARCEL OF THE LAND WITH STRUCTURE** being a Bastu measuring more or less 4 (Four) Cottah 12 (Twelve) Chittacks and 43 (Forty Three ) Square Feet more or less being lying and situated at District - Purba Burdwan, Sub Registry Office at, Mouza- Khaja Anwar Berh appertaining to J. L. No. 36, R.S. Plot No. 412 appertaining to R.S. Khatian No. 348 presently comprising in L.R. Plot No. 451 appertaining to

L.R. Khatian No. 1164 class : Bastu measuring an Area of 1417 Sq Ft or 1.968 Cottahs or 3.247 Decimals and R.S. Plot No. 411 appertaining to R.S. Khatian No. 347 presently comprising in L.R. Plot No. 450 appertaining to L.R. Khatian No. 1164 class : Bastu measuring an Area of 2046 Sq. Ft. or 4.688 Decimals or 2.84 Cottahs , measuring a total area of : 3463 Sq Ft . or 7.936 Decimals or 4 Cottahs 12 Chattaks 43 Sq Ft ( more or less) situated within the limit of Burdwan Municipality bearing Holding No. 33 of Ward No. 17, Circle No. 17, of Berh West Para Mahalla, Burdwan and scheduled to comprised of multiple Flats and Parking Spaces and the said construction as per being Municipal Plan being Sanctioned Memo No. - SWS-OBPAS/1201/2022/1181 Dated - 07/01/2023

to construct One Ground (G) Plus (+) 3 (Three) Storied Residential Building named and styled as "**G HAR AMORE**".

**1.7. TITLE DEEDS:** Shall means the Deed of Ownership.

**1.8. BUILDING:** Shall mean Multistoried Flat Building named and styled as "**G HAR AMORE** " constructed on **FIRST SCHEDULE** in accordance with the Municipal Plan being Sanctioned Memo No. - SWS-OBPAS/1201/2022/1181 Dated - 07/01/2023 for construction of residential purpose only hereinafter called the "Said Building".

**1.9. COMMON FACILITIES:** Shall include corridors, roof, transformer, ways, passages, staircase, passage ways, drive ways, overhead tank,

overhead 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 construct the same meaning as “ 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 Municipal Plan being Sanctioned Memo No. – SWS-OBPAS/1201/2022/1181 Dated – 07/01/2023 with the permission to construct One Ground (G) Plus (+) Three (3) Storied Residential Building consisting of several Flats and Covered Car Parking Spaces.

**1.13. SAID FLAT & PARKING:** Shall mean the \_\_\_\_\_ BHK Flat being Flat No. \_\_\_\_\_ located on the (\_\_\_\_\_) \_\_\_\_\_ Floor of the Multi-storeyed Building named and styled as "GHAR AMORE" on the \_\_\_\_\_ Side of the said \_\_\_\_\_ (\_\_\_\_\_) Floor measuring Built-up Area of \_\_\_\_\_ Sq. Ft. (A Little More or Less) and having Carpet Area of \_\_\_\_\_ Sq. Ft. (A Little More or Less) and measuring Super Built Up Area of \_\_\_\_\_

\_\_\_\_\_ Sq. Ft. (A Little More or Less) in the said Residential Multi-storeyed Building named and styled as "**G HAR AMORE**" comprising of several Residential Flats and Parking Spaces whereas the Flat being \_\_\_\_\_ (\_\_\_\_\_) Residential Flat total consisting of \_\_\_\_\_ (\_\_\_\_\_) Bedrooms, \_\_\_\_\_ (\_\_\_\_\_) Living cum Dining cum Hall, \_\_\_\_\_ (\_\_\_\_\_) Open Kitchen, \_\_\_\_\_ (\_\_\_\_\_) Balcony and \_\_\_\_\_ (\_\_\_\_\_) Toilets and \_\_\_\_\_ Covered Four Wheeler Car Parking Space being measuring an area of \_\_\_\_\_ Sq. Ft. (A Little More or Less) on the Ground Floor of the said Multi-storeyed Flat Building together with undivided proportionate share of the land under earth including right of easements, common facilities, and amenities annexed thereto more fully described in "**PART-I**" And "**PART-II**" of the "**SECOND SCHEDULE**".

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

areas, 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 the thickness of the walls and pillars which includes a proportionate share of the Plinth area of the common portions **PROVIDED THAT** If any wall be common between the 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 obtained Municipal Plan being Sanctioned Memo No. – – SWS-OBPAS/1201/2022/1181 Dated – 07/01/2023 which is sanctioned by the Burdwan Municipality.

**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 to be built-up area 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, overhead water tanks, staircases, walls, lobbies, corridors, and in all areas which are



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 formed by the Government and if the such rule becomes effective by making the concept of "Super-Built Up Area" obsolete then in that case, the Flats are to be sold either by way of measuring the Flat in terms of "Built-up 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, lift, passage ways, drive ways, motor, water pump, transformer, electrifications, and overhead water tank (PVC), 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 more fully 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 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 rights 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 Deed No. I-4544 for the year 2022 duly registered at Book No. I, Volume No 0203-2022, (Page No. 116695

to 116764 ) registered before the office of the A.D.S.R. – Burdwan, and in pursuance of Municipal Plan being Sanctioned Memo No. – SWS-OBPAS/1201/2022/1181 Dated – 07/01/2023 which is sanctioned by the Burdwan Municipality and in terms with the Agreement for Sale dated \_\_\_\_\_ of \_\_\_\_\_ 2023. 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 Owners cum Sellers cum Vendors through their representative Attorneys 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 Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party and the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party hereby the receipt of such payment of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) where of the Owners cum Sellers cum Vendors through their representative Attorneys 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 benefits attributable to the said Residential Flat and Parking Space and all appurtenances thereto and the Owners cum Sellers cum Vendors through their representative Attorneys 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 Owners cum Sellers cum Vendors through their representative Attorneys 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 benefits 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 Owners cum Sellers cum Vendors through their representative Attorneys 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 profits and all the estate, rights title, interest, property, claim and demand whatsoever of the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party unto or upon the **PURCHASERS cum VENDEES** and the said Residential Flat and Parking Space and all other benefits 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 benefits 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 OWNERS CUM SELLERS CUM VENDORS THROUGH THEIR REPRESENTATIVE ATTORNEY AND DEVELOPER/CONFIRMING PARTY**

**i.e., the PARTY TO THE FIRST AND SECOND PART DOTH HEREBY COVENANT 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 the "**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 \_\_\_\_\_ Car Parking Space in the premises purchased or acquired by the purchasers **TOGETHER WITH ALL** the benefits and facilities as herein provided.

5. The Purchasers shall apply for mutation of his/her/their own names for separate assessment of the "**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 Municipal Tax which will be determined by the Municipality; 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 members of the Association to be formed by the flat owners for safeguarding and maintaining all matters of common interest like repairs, whitewashing, colour 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 by-laws and rules of the 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.
11. 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.
12. That the **PURCHASERS** after taking possession of the said flat shall not be entitled to do any act of additional 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 that will not give any extra load or cause damage to the said building.
13. The **PURCHASERS'** undivided interest in the soil of the land described in the "**FIRST**" schedule hereinabove written shall remain joint forever with the owners of other flats in the said building.
14. All taxes, levies and impositions, deposits etc. for the premises as a whole is to share with the other occupiers.

15. 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.
16. 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 and shall not do any act which may cause nuisance In the said building.
17. All litigation costs relating to the common parts and common interest in the said building is to share with other occupiers.
18. That the interest which each of the Owners cum Sellers cum Vendors through their representative Attorneys 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.
19. The **PURCHASERS cum VENDEES** shall have absolute and unfettered proprietary right to the said Residential Flat and Parking Space such as of the Owners cum Sellers cum Vendors through their representative Attorneys 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.
20. The **PURCHASERS cum VENDEES** shall have the right of execution, maintenance, repairing replacing, and 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.

21. The Owners cum Sellers cum Vendors through their representative Attorneys 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 reasonably 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.
22. The unsold saleable space on the Ground Floor and Car parking spaces in the building shall remain the 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 benefits now being enjoyed by the Developer and Landowner and other units holder as the Developer thinks fit and proper and the said parking spaces on the Ground Floor shall not be treated as a common portion of the building.
23. That the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party 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 Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party, the **PURCHASERS cum VENDEES** will be free and will have right to get the entire consideration money of the sale back along with compensation and in default will have the right to initiate and bring legal action against the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party.

24. 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 Units 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 Units of the present Building and also the **DEVELOPER** may itself or any of its 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 Units 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 DOH HEREBY COVENANT AND AGREE WITH THE OWNERS CUM SELLERS CUM VENDORS 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 nor shall claim from the Owners cum Sellers cum Vendors through their representative Attorneys 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 benefits 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 purposes 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 \_\_\_\_\_ Car Parking Space.
4. The **PURCHASERS CUM VENDEES** shall be liable to pay proportionately all common charges, lift maintenance charges, 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 \_\_\_\_\_ Car Parking Space.

5. The **PURCHASERS CUM VENDEES** shall get the Residential Flat and \_\_\_\_\_ Car Parking Space mutated in the records of the B.L. & L.R.O, Burdwan and in the records of the Burdwan Municipality 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 \_\_\_\_\_ Car Parking Space.
6. The **PURCHASERS cum VENDEES** along with other Owners of all other Residential units of all other portions of the building shall form a service organization for the 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 improvements 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 affected. 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 the 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 \_\_\_\_\_ Car Parking Space and found it is in good habitable condition and order and has got no dispute thereof and accepted possession of the said Residential Flat and \_\_\_\_\_ Car 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 PathWays of the building provided that if the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party duly obtains the No-Objection cum Consent Certificate from the Flat Owners.
12. That the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party will have the exclusive right over all parking spaces which will remain as unsold and in respect of those unsold Car Parking Space, the Owners cum Sellers cum Vendors through their representative Attorneys 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 its 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.

13. That the PURCHASERS cum VENDEES hereby admit that the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party had complied with all terms and conditions of Mutual Agreement and the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party hereby admit that the PURCHASERS cum VENDEES had also complied all terms and conditions of Agreement for Sale.
14. 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.
15. That the Building constructed at the said premises is named and styled as "**G HAR AMORE**", 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.
16. That the project and the building constructed at the said premises are named and styled as per the wish and choice of the **DEVELOPER** 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 Owners cum Sellers cum Vendors through their representative Attorneys 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 Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party that so long the Municipality 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 Owners cum Sellers cum Vendors through their representative Attorneys 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 \_\_\_\_\_ Car 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 at 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 to the column supports foundation wall, beams plinth, or 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 the 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 cause any damage to any common portion or other units 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 purposes other than residential purposes.
- f) To do or permit anything to be done causing nuisance and/or annoyance to the occupiers of the other units 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 at house or any other similar public purpose.
- h) To put and affix any sign Board nameplates 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 decent name plates in the outside of the main door of the said flat.
- i) To keep up heavy articles or things which are likely to damage the floor or operate any machine or machinery other than home appliances. The Purchaser should keep the common passage and corridors clean and clear for easy movement.
- 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 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 RC.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 the near or in remote future, the **DEVELOPER** enters into any agreement for the 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 a normal and regular basis by a 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 staff 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 Attorneys 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/unit in the \_\_\_\_\_ Floor of the G+3 Multi-Storied Residential Building as specified in the **SECOND SCHEDULE** of this Deed and the said \_\_\_\_\_ **Parking Space** in the **Ground Floor** of the G+3 Multi-Storied 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 in a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) and the assessed market value has been held in 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. \_\_\_\_\_/- and the rest payable Stamp Duty has been paid through the e-Payment Process of GRIPS Portal and Registration Fees have also been paid through the e-Payment Process of GRIPS Portal.

The photos, fingerprints, and signatures of the Constituent Power of Attorney Holders of the **OWNERS cum VENDORS cum SELLERS** and the photos, fingerprints, signatures of the **DEVELOPER** and the photos, fingerprints, 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 PIECE AND PARCEL OF THE BASTU LAND WITH (G) PLUS (+) THREE (3) STORIED RESIDENTIAL BUILDING THEREON** being a measuring area more or less 4 (Four) Cottah 12 (Twelve) Chittacks and 43 (Forty Three) Square Feet more or less being lying and situated at District - Purba Burdwan, Sub Registry Office at, Mouza- Khaja Anwar Berh appertaining to J. L. No. 36, R.S. Plot No. 412 appertaining to R.S. Khatian No. 348 presently comprising in L.R. Plot No. 451 appertaining to L.R. Khatian No. 1164 class : Bastu measuring an Area of 1417 Sq Ft or 1.968 Cottahs or 3.247 Decimals and R.S. Plot No. 411 appertaining to R.S. Khatian No. 347 presently comprising in L.R. Plot No. 450 appertaining to L.R. Khatian No. 1164 class : Bastu measuring an Area of 2046 Sq. Ft. or 4.688 Decimals or 2.84 Cottahs , measuring a total area of : 3463 Sq Ft . or 7.936 Decimals or 4 Cottahs 12 Chattaks 43 Sq Ft ( more or less) situated within the limit of Burdwan Municipality bearing Holding No. 33 of Ward No. 17, Circle No. 17, of Berh West Para Mahalla, Burdwan presently a completed and fully constructed structure thereon scheduled to comprised of multiple Flats and Parking Spaces and the said construction is undergoing as per Municipal Plan being Sanctioned Memo No. – SWS-OBPAS/1201/2022/1181 Dated – 07/01/2023 with the permission to construct One Ground (G) Plus (+) 3 (Three) Storied Residential Building to be comprised with Residential Flats and Parking Spaces.

**AND THE SAID PREMISES IS BUTTED AND BOUNDED BY: -**

ON THE NORTH: Municipal Metal Road  
ON THE SOUTH: Property of Uttam Kundu  
ON THE EAST: Property of Owner and Monoj Kundu  
ON THE WEST: Municipal Metal Road

The Property is having Holding No. "33" of Ward No. 17, Mahalla – Berh West Para, within the limit of Burdwan Municipality. Revenue is payable to the State of West Bengal through B.L & L.R.O. , Burdwan

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**PART-I**

**(SAID UNIT/FLAT)**

**ALL THAT PIECE AND PARCEL** of the \_\_\_\_\_ BHK Flat being Flat No. \_\_\_\_\_ located on the \_\_\_\_\_ (\_\_\_\_\_) Floor of the *Multi-storeyed Building named and styled as "GHAR AMORE"* on the \_\_\_\_\_ Side of the said \_\_\_\_\_ (\_\_\_\_\_) Floor measuring **Carpet Area (inclusive. Balcony Area)** \_\_\_\_\_ **Sq. Ft. (little more or less), Built up Area -** \_\_\_\_\_ **Sq. Ft. (little more or less), Super Built-up Area -** \_\_\_\_\_ **Sq. Ft. (little more or less) or described in the Second Schedule**, comprised of [\_\_\_\_\_] Bedrooms, Open Kitchen, [\_\_\_\_\_] Toilet, Living cum Dining and [\_\_\_\_\_] verandah 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, Lift, Passage, Stair, Lobby, Roof, Transformer, Water Pump, Overhead Water Tank, Tank Sanitary and Cable, etc. meant for the common use of the at First schedule mentioned building being common areas, benefits, amenities, facilities

and others thereof of the Building Constructed and upon the **FIRST SCHEDULE** premises above together with the benefit of common areas and facilities referred to in the Third Schedule herein and the said Flat is butted and bounded by -

On the North : \_\_\_\_\_;

On the South ; \_\_\_\_\_;

On the East : \_\_\_\_\_;

On the West : \_\_\_\_\_;

## **PART-II**

### **(SAID PARKING SPACE)**

**ALL THAT PIECE AND PARCEL** of One Covered \_\_\_\_\_ (\_\_\_\_\_) Wheeler Parking Space measuring an area of \_\_\_\_\_ Sq. Ft. (A Little More or Less) in the Ground Floor of the said Residential G (Ground) + (Plus) 3 (Three) Storied Building named and styled as “**GHAR AMORE**” comprising of several Residential Flats and Parking Spaces, is hereby transferred and sold by the OWNERS and DEVELOPER in favour of the PURCHASERS and the Purchasers obtain the said 4 (Four) Wheeler Parking Space and It appertaining Right of Parking in the specified area of the said Building and the said Four Wheeler Parking Space has been mentioned in the Map and specifically demarcated, portrayed and bordered with "RED" colour and the said Map is annexed herewith this indenture and which will be treated as part and parcel of this Deed of Sale.

## **PART-III**

### **(SPECIFICATION OF FLAT)**

1. **BUILDING STRUCTURE:** - Reinforced Cement Concrete (R.C.C) Framed Structure

2. **MAIN WALLS & PARTITION WALLS:-** 200 MM/250 MM Thick/ Fly Ash Brick Work for Main Walls and 75 MM/ 100 MM / 125 MM Thick Cement brickwork for Flat Separating Wall and Partition Walls inside the respectively,
3. **FLOOR:-** Vitrified Floor Tiles for All rooms, Verandah, Hall, Kitchen, Bath/Toilet.
4. **SKIRTING AND DADO:-** Cut Piece Tiles, the height not to be exceeded 150 MM High and the Dado Not Exceeding 200 MM High (For Toilet - Glazed Tiles will be used up to a height of 6 Ft. form Skirting).
5. **PLASTERING:-** Plastering to external walls will be of 20 MM. thick. Plastering to internal walls will be 15 MM thick and Ceiling will be 10 MM thick.
6. **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 will be made of quality Flush door.
7. **M.S GRILL WORKS :** - All windows will be aluminum 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 Glass of the windows will be Ground Glass or Frosted Glass.

8. **FINISHING WORKS FOR GROUND FLOOR:-** The Parking areas will be finished with a neat cement finish.
9. **HARDWARE FITTINGS AND FIXTURES:-** All the hardware Fittings will be of aluminum. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, doorknobs 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.
10. **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, One Plug point, One Fan Point. Living Room cum Dinning Space - Two 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.
11. **WATER SUPPLY & DRAINAGE:-** One overhead water reservoir (PVC) will be provided the required capacity of a 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.



12. **TOILET FITTINGS & FIXTURES:-** Each toilet will be provided with one shower, and one European commode. Necessary taps will be provided in the toilets and the floor will be of Vitrified Tiles. One basin with tap will be installed at the Toilet.

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

14. **OVER HEAD TANK:-** P.V.C.

**THE THIRD SCHEDULE ABOVE IS 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, staircase, 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 of common services such as the drainage systems in the premises, rainwater 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 the other civic amenities If any in the said premises.

- e) Staircase on all floors, staircase, landing on all floors & Roof
- f) Common passage from Municipality Road to the ground floor staircase building, water pump, water tank, and other plumbing Installation and pump room (if any).
- g) Electrical wiring motors, electrical fitting (except those which are Installed for Particular units), Electrical Sub-Station, etc.
- h) Drainage and sewers.
- i) Bounding wall and main gate.
- j) Such other fitting, equipment, and fixtures that are begun did neither use commonly nor for the common purpose or needed for using the individual facilities.
- k) Water pipes (Save those inside the Flat)
- l) Wiring and accessories for the lighting of **BUILDING** of common portions.
- m) Electrical Installations relating to the meter for receiving electricity from the Electricity Agency, pump, and motor of the Building.
- n) Ground floor Lobby, Lift.
- o) Machinery of the **BUILDING**.
- p) Drains, Sewers, Septic tank, and pipes of the **BUILDING**.
- q) Open and/or covered paths and passages inside the PREMISES which comprise **BOUNDARY WALLS**.

- r) Water pipes (Save those Inside the Building)
- s) Deep Tube well. Wiring and accessories for light of common portions of the premise.
- t) Pumps and motors reserved for use for common portion of the **PREMISES**,
- u) 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, and 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, rainwater pipes, motor pump, water sources pipes, electrical wire sewerages drains and all other common parts of the fixtures fittings and equipment 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, Chowkdders, darwans, Security Guard, plumbers, electricians, malls, sweepers etc. if any appointed.

4. The cost of working, repairs, replacement and maintenance of light, pumps, and 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 municipality 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, staircase, lift, and other common areas.
9. Municipality taxes, water taxes, Insurance premiums, 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, and 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 amended up to date. AND after obtaining a certified copy of this conveyance deed, 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, OWNERS cum SELLERS cum VENDORS** 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 on \_\_\_\_\_ the Day of \_\_\_\_\_, Year \_\_\_\_\_.

**RECEIPT CUM MEMO OF CONSIDERATION**

The **OWNERS cum SELLERS cum VENDORS** 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 \_\_\_\_\_ Only)  
as full agreed and pre-settled consideration amount.

The **OWNERS** cum **SELLERS** cum **VENDORS** through their Constituent Power of Attorney Holders and the **DEVELOPER** and the **PURCHASERS** cum **VENDEES** have read the entire Deed and acknowledged and admitted it's all parts and contents and satisfied thereto and agreed to put the signatures and seal on the last page of the Deed and the substance and crux of the entire Deed will be deemed to be absolutely final and no part of the Deed will be challengeable ever.

[This Deed is prepared on \_\_\_\_\_ (\_\_\_\_\_) Stamp Paper, \_\_\_\_\_ (\_\_\_\_\_) Legal Papers, \_\_\_\_\_ (\_\_\_\_\_) Map and \_\_\_\_\_ (\_\_\_\_\_) Legal Papers containing the Finger Prints and Photos of the Parties Le., This Deed is prepared on and upon total \_\_\_\_\_ (\_\_\_\_\_) Pages.]

**WITNESSES:-**

1.

For  
Asit Kumar Kundu  
As Constituted Attorneys

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***OWNERS*** are represented by their constituent Power of Attorney Holder "***G S PROPERTIES***" represented by its Partners namely ***SMT SUTAPA GHAR and SRI SAYAN GHAR.***

2.

***"G S PROPERTIES"*** represented by its Partner (***DEVELOPER***)

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***SMT SUTAPA GHAR***  
***(Representative Partner)***

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**SRI SAYAN GHAR**  
**(Representative Partner)**

1.

2.

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**SIGNATURES OF THE PURCHASERS cum**  
**VENDEES**

*Drafted by me & typed in my office*

**G S PROPERTIES**  
*Sayan Ghar*  
**Partner**