# DEED OF CONVEYANCE



			AND		
	, PAN	I	, AA	DHAR NO	
son of	***************************************	by faith	, by	Nationality	, by
occupation		residing at _	- Inches	, P.O.	, P.S
	, Kolkata -		AND _	766 (n.C.33)	, PAN
	, AADHAR	NO.		son of	, by
faith	_, by Nationality	, by	occupation	1	, residing at
	, P.O	, P.S.		, Kolkata	
unless exch	referred to as the uded by or repugn heirs, executors, a DND PART;	ant to the su	bject or cor	ntext be deem	expression shall ed to mean and

#### AND

M/S. SREE BALAJI (PROPRIETOR: MANAB PAUL, PAN AJLPP6658F), a Proprietorship firm having its registered office at 90/1, Prince Golam Hossain Shah Road, P.S. Jadavpur, P.O. Golfgreen, Kolkata - 700 095, represented by its Proprietor SHRI MANAB PAUL, PAN AJLPP6658F, ADHAAR NO. 6993 3793 3244, son of Narayan Chandra Paul, by faith - Hindu, by occupation - Business, residing at 10, New Bikramgarh, P.S. & P.O. Jadavpur, Kolkata-700032, hereinafter referred to as the 'DEVELOPER/SELLER' PAN AJLPP6658F, ADHAAR NO. 6993 3793 3244, (which terms and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/its heirs, executors, administrators, legal representatives and/or assigns or Nominee, successors and successor-in-office) of the THIRD PART.

WHEREAS All That piece and parcel of land admeasuring totalling about 147 Decimal more or less of land in Mouza Kamarpara in the District of Birbhum were purchased by the Land Owners of the First Part from the respective owners by 20 deeds of conveyance and 1 deed of gift which were executed and duly registered in the Office of the ADSR, Bolpur and also at ARA – III, Kolkata.

AND WHEREAS after purchase of the said plots, the Land Owners of the First Part have taken possession of the said land and became the absolute owner of the land, have mutated their names in the Office of the B.L. & L.R.O. and started paying revenue to the said authority in accordance with law;

**AND WHEREAS** being the absolute owner of the said plots, the Land Owners of the First Part have further taken necessary steps for the said 3 plots of land in the Office of the Illambazar Gram Panchayat and started paying statutory dues in accordance with law;

AND WHEREAS the above stated plots are set out as follows:-



 All That piece and parcel of 25 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, R.S. & L.R. Dag No. 607, R.S. Khatian No. 226 corresponding to L.R. Khatian Nos. 111 and 151, present L.R. Khatian No. 827, within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchyat, ADSR Bolpur, DSR Suri and District Birbhum.

All That piece and parcel of 25 Decimal more or less of Baid land was purchased by one of the present owners herein Sri Manab Paul from Smt. Rati Bala Bagdi, Sri Mahadeb Bagdi, Sri Basudeb Bagdi, Sri Prakash Bagdi, Sri Sahadeb Bagdi, Smt Sabitri Bagdi, Smt Naru Bagdi on the day of 2<sup>nd</sup> September 2016 by a registered Deed of Sale being No. 030306575 for the year 2016, recorded in the Book No. I, Volume No. 0303 - 2016, Page from 129336 to 129377 before the office of ADSR Bolpur hereinafter referred to as "LOT A".

2. All That piece and parcel of 20 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, R.S. and L.R. Dag No. 606, L.R. Khatian No. 998, present L.R. Khatian No. 1213 and 1094, within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

All That piece and parcel of 20 Decimal more or less of Baid land was purchased by one of the present owners Sri Narayan Chandra Paul from Sri Bimal Hazra on the day of 3<sup>rl</sup> August 2017 Registered by the Deed of Sale being No. 030305916 for the year 2017, recorded in the Book No. I, Volume No. 0303 - 2017, Page from 113238 to 113268, before the office of ADSR Bolpur hereinafter referred to as "LOT - B".

That Sri Narayan Chandra Paul was fully seized and possessed of all rights, title, interest and possession of All That piece and parcel of 25 Decimal more or less of Baid land referred as "LOT – B" and was fully competent to convey the said land.

Thereafter, the said land was gifted by Sri Narayan Chandra Paul to Sri Manab Paul on the day of 12th August 2017 by a registered Deed of Gift being No. 190301904 for the year 2017, recorded in the Book No. I, Volume No. 1903 - 2017, Pages from 62769 to 62798, before the office of the ARA - III, Kolkata.

- 3. All That piece and parcel of 84 decimals more or less of Baid land lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian Nos. 1111, 1109, 1117, 1115, 1114, 1108, 1113, 1112, 1119, 1053, 1118 and 1110, within the jurisdiction of Illambazar Police Station, within the limits of Illambazar Gram Panchayet, ADSR Bolpur, DSR Suri and District Birbhum. The abovementioned 84 decimals more or less of Baid land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Malati Hansda, Sanatan Hansda, Sukodi Hemram, Mangala Hansda, Balika Tudu, Mangala Hansda, Fulmoni Hansda, Babulal Hansda, Ram Hansda, Lodai Hansda, Ram Hansda, Bijay Hansda, Mangala Hansda collectively hereinafter referred to as "LOT C", the details of which are given below:-
- (i) All That piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1116, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Smt Malati Hansda on the day of 30th May 2018 by a registered Deed of Sale Being No. 030304659 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95928 to 95958, in the office of ADSR Bolpur.

(ii) All That piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1111, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Sri Sanatan Hansda on the day of 30th May 2018 by a registered Deed of Sale Being No. 030304660 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95895 to 95927, in the office of ADSR Bolpur.

(iii) All That piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1109, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Smt Sukodi Hemram on the day of 30th May 2018 by a registered Deed of Sale Being No. 030304668 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95671 to 95703, in the office of ADSR Bolpur.

(iv) All That piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1117, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Sri Mangla Hansda on the day of 30th May 2018 by a registered Deed of Sale Being No. 030304661 for the year 2018, recorded in the Book No. 1, Volume No. 0303 - 2018, Page from 95864 to 95894, in the office of ADSR Bolpur.

(v) All That piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1115, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Smt Balika Tudu on the day of 30<sup>th</sup> May 2018 by a registered Deed of Sale Being No. 030304665 for the year 2018, recorded in the Book No. 1, Volume No. 0303 - 2018, Page from 95737 to 95769, in the office of ADSR Bolpur.

(vi) All That piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1114, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.



jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Sri Ram Hansda on the day of 30th May 2018 by a registered Deed of Sale Being No. 030304664 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95770 to 95801, in the office of ADSR Bolpur.

(xii) All That piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1118, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Sri Bijay Hansda on the day of 30<sup>th</sup> May 2018 Registered by the Deed of Sale Being No. 030304662 for the year 2018, recorded in the Book No. I, Volume No. 0303 - 2018, Page from 95833 to 95863, in the office of ADSR Bolpur.

(xiii) All That piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1110, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by one of the present owners herein, Sri Narayan Chandra Paul from Sri Mangala Hansda on the day of 30th May 2018 Registered by the Deed of Sale Being No. 030304663 for the year 2018, recorded in the Book No. 1, Volume No. 0303 - 2018, Page from 95802 to 95832, in the office of ADSR Bolpur.

- 4. All That piece and parcel of 18 decimals more or less of Baid land lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, within the jurisdiction of Illambazar Police Station, within the limits of Illambazar Gram Panchayet, ADSR Bolpur, DSR Suri and District Birbhum. The abovementioned 18 decimals more or less of Baid land was purchased by one of the present owners herein, Sri Manab Paul from Sudhir Kumar Karmakar, Radharani Lohar, Radheshyam Karmakar, Ajit Karmakar, Dayamay Karmakar, Kalyani Karmakar, Dinesh Karmakar, Thakurdas Karmakar, Balaram Karmakar, Kripamoy Karmakar, Birja Karmakar, Sarada Lohar, Kartick Karmakar, Abhijeet Lohar, Amarjit Lohar, Sima Lohar collectively hereinafter referred to as "LOT D", the details of which are given below:-
- (i) All That piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by me the present owner herein, Sri Manab Paul from Sri Sudhir Kumar Karmakar on the day of 12th June 2019 by a registered Deed of Sale Being No. 030304508 for the year 2019, recorded in the Book No. I, Volume No. 0303 - 2019, Page from 91050 to 91075, in the office of ADSR Bolpur.

(ii) All That piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by me the present owner herein, Sri Manab Paul from Smt Radharani Lohar on the day of 12<sup>th</sup> June 2019 by a registered Deed of Sale Being No. 030304507 for the year 2019, recorded in the Book No. I, Volume No. 0303 - 2019, Page from 91022 to 91049, in the office of ADSR Bolpur.

(Hi) All That piece and parcel of 0.5 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by me the present owner herein, Sri Manab Paul from Sri Radheshyam Karmakar on the day of 12th June 2019 by a registered Deed of Sale Being No. 030304561 for the year 2019, recorded in the Book No. I, Volume No. 0303 - 2019, Page from 92097 to 92123, in the office of ADSR Bolpur.

(iv) All That piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by me the present owner herein, Sri Manab Paul from Sri Ajit Karmakar on the day of 12th June 2019 by a registered Deed of Sale Being No. 030304509 for the year 2019, recorded in the Book No. I, Volume No. 0303 - 2019, Page from 91076 to 91102, in the office of ADSR Bolpur.

(v) All That piece and parcel of 4 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

The abovementioned land was purchased by me the present owner herein, Sri Manab Paul from Sri Dayamay Karmakar, Smt Kalyani Karmakar, Sri Dinesh Karmakar, Sri Thakurdas Karmakar, Sri Balaram Karmakar, Sri Kripamoy Karmakar, Smt Birja Karmakar, Smt Sarada Lohar, Sri Kartick Karmakar, Sri Abhijeet Lohar, Sri Amarjit Lohar, Smt Sima Lohar on the day of 12th June 2019 by a registered Deed of Sale Being No. 030304506 for the year 2019, recorded in the Book No. I, Volume No. 0303 - 2019, Page from 90975 to 91021, in the office of ADSR Bolpur.

AND WHEREAS All That piece and parcel of above referred land are measuring about 147 Decimals more or less;

AND WHEREAS All That piece and parcel of the above stated lands comprised of LOT A, LOT B, LOT C and LOT D and totalling about 147 decimals more or less were purchased by the Land Owner of the First Part from the respective Sellers and/or

Owners of the said plots and more fully and more particularly described in the Schedule "A" hereto and referred to as the "said property";

**AND WHEREAS** after the said purchase mentioned hereinabove, the Land Owner of the First Part have mutated the said property mentioned in the Schedule "A" and converted the character of the said property in accordance with the relevant provisions of law to "BASTU";

AND WHEREAS now being the absolute land owner of the said property (hereinafter referred to as "the said Land") more fully and more particularly described in the Schedule mentioned herein below taken possession of the said plots mentioned in the Schedule below.

AND WHEREAS now the Land Owner of the First Part, being the absolute owner of the said property measuring about 147 Decimal of land more fully and more particularly described in the Schedule "A" mentioned hereinbelow had entered into a Joint Venture Agreement with the third party Developer which was duly executed on the 28th day of January, 2020.

**AND WHEREAS** in the said process, the plan was sanctioned on the Schedule "A" mentioned property and according to the terms and conditions stated to the above referred Joint Venture Agreement. The Land Owner was entitled to 10% share;

AND WHEREAS according to the terms and conditions of Joint Venture Agreement, the Owner's allocation of above referred 24 number of Flat(s) were allotted by the Developer to the Land Owner through Allotment Agreement between the Land Owner And the Developer and the Land Owner accepted the same with full satisfaction. The said Flat(s) are as follows:-

Flats on 1st to 3st floor (8 flats in each floor) in Block No. 35

AND WHEREAS the purchaser herein being desirous of owning one number of
residential ready to move flat on the floor, being Flat No measuring about
aq. ft. built up area more or less [ sq. ft. super built area) in Block No
(without any parking right) more fully and particularly mentioned in the "B" Schedule
herein below and all the parties agreed with the proposal of the same and entered into
an agreement for sale between the parties on or about2020, the terms and
conditions of the same were recorded in the said Agreement for Sale against

#### AND FURTHER

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- a) 'LAND OWNER' shall mean SRI NARAYAN CHANDRA PAUL, son of Late Tokani Prasad Paul, by Nationality Indian, by faith Hindu, by occupation Business, residing at 10, New Bikramgarh, Prince Gollam Hussain Shah Road, P.O. & P.S. Jadavpur, Kolkata 700 032 and SHRI MANAB PAUL, son of Narayan Chandra Paul, by faith Hindu, by occupation Business, residing at 10, New Bikramgarh, Kolkata 700 032, P.S. Jadavpur, within the jurisdiction of South 24 Parganas.
- b) 'DEVELOPER' shall mean M/S. SREE BALAJI, a proprietorship firm having its office at 90/1, Prince Golam Hossain Shah Road, P.S. Jadavpur, P.O. Golfgreen, Kolkata - 700 095.



- c) 'THE LAND AND THE PROPERTY' shall mean the land and property measuring about totaling to 147 Decimals, fully described in the Schedule "A" hereunder written excluding the area of the club property.
- d) 'THE BUILDING' shall mean the buildings comprising of the unit and/or units to be constructed as fully described in the Schedule "B" herein below.
- 6) CARPET AREA:- Demarcated area from inner portion of the boundary wall/outside wall of a flat to the inner portion of the boundary wall/ outside wall of the same flat including the area of internal partition walls i.e. the internal area of the flat and in accordance with the provision of West Bengal Housing Industry Regulatory Act, 2017.
- g) COVER AREA:- Cover area of a flat is calculated on the basis of the area from outer portion of a boundary wall of a flat to the outer portion of a boundary wall (opposite) of the same flat and in accordance with the provision of West Bengal Housing Industry Regulatory Act, 2017.
- h) BUILT-UP-AREA:- Build up area of a flat is calculated on the basis of the cover area of a flat plus the proportionate share of common area, stair cases and lift room of the same floor in which the flat is situated and in accordance with the provision of West Bengal Housing Industry Regulatory Act, 2017.
- i) SUPER BUILT UP AREA:- Super built up area of a flat is calculated on the basis of the built up area of the flat plus all the proportionate share of the common areas of the whole building, stair cases, roof, passage, common areas of the plot on which the said building to be constructed lift machine room, underground reservoir, overhead reservoir, septic tank etc. and in accordance with the provision of West Bengal Housing Industry Regulatory Act, 2017.
- j) THE COMMON AREAS' shall mean the common portions comprised in the building and area outside and beyond the exclusive areas of unit(s) excluding all rights, titles, interests, and possession of the club property and/or further extended project area.
- \*PROPORTIONATE' OR 'PROPORTIONATE SHARE' OR PROPORTIONATELY' shall mean the purchaser/s share in the land common portions described in the 'C' Schedule herein below and such share of all common rights and liabilities including common portions and common expenses and payment of taxes until separate assessment by the Panchayat of the unit(s) excluding the area of the club mentioned clause (j) herein before.
- 'THE COMMON PORTIONS' shall mean the common portion fully described in the Schedule 'C' herein below.
- m) 'THE COMMON EXPENSES' shall mean the expenses incurred for the common purposes as described in the schedule 'D' herein below.
- n) 'THE CO-OWNERS' shall mean all persons agreeing to own units other than the one of the purchaser/s herein and including the owners in respect of unacquired units.

- o) 'THE PLAN' shall mean the plan sanctioned by the competent authority dated \_\_\_\_\_2020.
- p) 'THE COMMON PURPOSES' shall mean and include the purpose of upkeep, management, maintenance, administration and purposes of regulation actual rights and beneficial use, occupation and enjoyment of the co-owners shall have/has common interest relating to the land and building.
- q) 'ADVOCATE' shall mean the advocate/advocates appointed by only the developer for all purposes.

AND WHEREAS the purchaser herein being interested to purchase and/or to acquire flat being measuring built up area about Sq. ft. [\_\_\_\_\_ sq. ft. more or less area of the flat including proportionate share of common areas) on \_ floor, Block No. being Flat No. \_\_\_\_ approached the Owner/Vendor/Developer for the same and the Owner/Vendor/Developer agreed to sell the said flat at and for a consideration Ra ) only and accordingly the agreement for sale /- (Rupees was duly executed on NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid Agreement for Sale and in consideration at or for a total sum of Rs. \_/- (Rupees \_) only towards the said flat (s) on the \_\_ floor, Block No. \_, being of the multistoried building lying and situated in All That piece and parcel of 25 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, R.S. & L.R. Dag No. 607, R.S. Khatian No. 226 corresponding to L.R. Khatian Nos. 111 and 151, present L.R. Khatian No. 827, within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchyat, ADSR Bolpur, DSR Suri and District Birbhum, hereinafter referred to as "LOT A" and All That piece and parcel of 20 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, R.S. and L.R. Dag No. 606, L.R. Khatian No. 998, present L.R. Khatian No. 1213 and 1094, within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum, hereinafter referred to as "LOT - B" and All That piece and parcel of 84 decimals more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian Nos. 1111, 1109, 1117, 1115, 1114. 1108, 1113, 1112, 1119, 1053, 1118 and 1110, within the jurisdiction of Illambazar Police Station, within the limits of Illambazar Gram Panchayet, ADSR Bolpur, DSR Suri and District - Birbhum, hereinafter referred to as "LOT - C", the details of which are as All That piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1116, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1111, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1109, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1117, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchavat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 4 Decimal

more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1115, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1114, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1108, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1113, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1112, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 6 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara. J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1119, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 21 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1053, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1118, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1110, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 18 decimals more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, within the jurisdiction of Illambazar Police Station, within the limits of Illambazar Gram Panchayet, ADSR Bolpur, DSR Suri and District - Birbhum, hereinafter referred to as "LOT - D", the details of which are given as All That piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza -Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 0.5 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No.

246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and All That piece and parcel of 4 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum, well and sufficiently paid by the Purchasers herein on or before the execution of these presents to the Owner/Vendor/Developer as Memo of Consideration hereunder written (the receipt whereof the Owner/Vendor/Developer doth hereby admits and acknowledges for the same and every part thereoft and the Owner/Vendor/Developer doth hereby and forever GRANT, SELL, TRANSFER, CONVEY, ASSIGN AND ASSURE UNTO OR IN FAVOUR OF PURCHASER free from all sorts of encumbrances ALL THAT the schedule B' mentioned property lying and situated at District Birbhum, Police Station-Illambazar. Sub-Division Bolpur, Additional District Sub-Registry Office Bolpur, in Mouzas Kamarpara and Dwaronda, in 147 decimals together with the proportionate variable share of land (which is morefully and particularly described in the SCHEDULE "B" and hereinafter referred to as the said Flat/Unit including right to use all common facilities and/or amenities in respect of the common parts and portions (mentioned in the Schedule "C" below) subject to payment of the common expenses (mentioned in Schedule "D" written below) and subject to the common right on the common road between Phase-I (Block No.01 to Block No.10) and Phase-II (Block No.11 to Block No.22) with the owner/owners of the land behind the schedule "A" mentioned property TOGETHER WITH all the benefits of common and/or other rights particularly easements, quasi-easements, appendages, appurtenances including all rights, title and/or interest WHATSOEVER of the Owner/Vendor/ Developer and as well hereby the Purchaser forever conveyed unto transferred, Owner/Vendor/Developer have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said Flat and every part thereof unto the Purchaser herein and hereby granted, sold, conveyed, transferred or expressed or intended so to be unto and to the use of the Purchaser including her respective heirs, executors, administrators, legal representatives and assigns AND the Purchaser herein shall and may at all times hereafter peaceably and quictly possess and enjoy the said flat and every part thereof as its lawful owner(s) AND TO HAVE AND TO HOLD the same forever and receive the rents, issues and profits without lawful eviction, interruption, whatsoever from or by the Owner/Vendor or any person or persons lawfully or equitably claiming from or under in trust for him/them.

#### FURTHERMORE THE OWNER/VENDOR(S) DECLARE AND COVENANTS as follows:

- The VENDOR will all time hereafter assist the Purchaser at upon every reasonable request and at the cost of the Purchaser made do execute acknowledge cause to be done executed acknowledge all such further acts deeds and things for further or more particularly assuring the title of the said flat and undivided proportionate share of the land thereof.
- ii. The VENDOR will render necessary help to the Purchaser for bringing separate electric meter in their name(s) and to mutate name in respect of the flat hereby transferred on the costs paid by the purchaser.

#### II. THE PURCHASER FURTHER COVENANTS as follows:

I. The purchaser after the purchase will not create any obstruction to the Owner/Developer to the construction of remaining portion of the Building including any further construction in the adjacent land and will allow the OWNER its men, agents, architects, workmen and any other person at any time to carry necessary materials through the entrance and staircase to the roof or any other portion of the building and extension of the project on the same premises.

and on the land, may be carried out by the developer as such is the sole discretion of the developer/third party.

- The purchaser covenant with the Owner/Vendor/Developer, other lawful occupiers of other flat that the Purchaser shall at all times hereafter pay all common area and/or expenses required for the maintenance of the building and common portion and such payment will be made to Developer/Maintenance Authority by the Purchaser within reasonable time as may be fixed by the Developer/Maintenance Authority from time to time without deduction shall abatement OT whatsoever and Developer/Maintenance Authority and other lawful occupiers of the other flat(s) indemnified against all such liabilities.
- iii. The purchaser undertakes to use the said flat strictly for residential purpose only and will not use or allow to use the said flat to any other person or persons for business and/or commercial purpose and/or running of professional chamber, guest house, godown etc.
- iv. The purchasers do hereby undertake not to raise any claim against the Owner/Vendor/Developer regarding the construction of the said flat.
- v. The purchaser shall use the said flat for residential purpose only and will not let out to any other person or persons.
- vi. The purchaser shall keep the said flat hereby transferred always in good habitable and water tight condition and in particular so as to support shelter and protect the other part of the building.
- vii. The purchaser shall contribute and pay proportionate costs, expenses and outgoings regularly as mentioned in the Schedule "D" below.
- viii. So long the said flat of the purchaser is not separately assessed by the competent authority, the purchaser shall pay proportionate rates and taxes in respect of the said flat as well as the proportionate share of land.
- ix. The purchaser shall pay the security deposit and the costs for getting individual electric meter in respect of her unit to the developer.
- x. The purchaser shall pay the further security deposit and the costs for getting extra load in respect of electricity meter by paying costs and charges to the developer.
- xi. The purchaser shall pay the further security deposits and the costs for getting extra load in respect of power backup system over and above the fixed hundred watt (maximum two points per unit) power backup provided by the developer.
- xii. For installation of high voltage instruments/gadgets like, Air Conditioner/Geyser the purchaser hereto comply the rules of electricity Authority in respect of her respective individual meter and apply for extra load for such individual meter from WBSEDCL/the competent electricity authority, but in such case the purchaser shall comply the relevant rules and regulations of M/S. SREE BALAJI.
- III. From the date of possession of the said flat the purchaser shall observe and fulfill the terms and conditions mentioned below:-
- i. The Vendor/Landowner/Developer shall sell and the purchaser shall purchase residential flat on the \_\_\_\_\_ floor, Block No. \_\_\_\_\_, being Flat No. \_\_\_\_ having a Built-up area of \_\_\_\_\_ Sq. ft., more or less morefully and more particularly.

mentioned in Schedule (B) in the building erected over the Schedule 'A' property of the Landowner at or for the final price of Rs. \_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_) only on and over the consideration amount mentioned herein above and the Developer shall confirm the said sell. This is to be stated that the Purchaser is liable to pay GST as per law, on the consideration amount to the Developer. This is further clarified that in the event of any further Tax liability, if imposed in future, by the Government or any other statutory body, such shall also be added over and above the consideration amount.

- ii. The Purchaser shall also be liable to pay a onetime payment of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_\_ only) along with the applicable GST in accordance with law to the Third Party over and above the consideration amount as and by way of extra schedule charges (towards proportionate cost of Generator, Transformer etc.), payable as mentioned in the payment scheduled hereto.
- iii. The purchaser shall further pay onetime security deposit to the developer at the time of execution of the Deed of Conveyance @ Rs. \_\_\_\_\_\_/- per unit over and above the fixed maintenance amount described in clause (iii) & (ii). Such onetime maintenance deposit of Rs. \_\_\_\_\_/- shall be incurred by the developer for any major replacement of electrical cables, change of DG Set, water pump, outside colouring of the buildings or any emergency requirement till 30th September 2018. This above referred security deposit shall be interest free, security deposit on the hands of the Developer, use of which shall be the sole discretion of the Developer.
- iv. This is also agreed by and between the parties that the first Phase, i.e., till 30th day of September 2018 from the date of delivery, the maintenance of the said building shall only be carried out by the Developer/third party and for such a fixed rate of maintenance charge @ Rs. \_\_\_\_\_/- per month shall be paid by the PURCHASER before taking possession of the respective flat from the Developer. The date of delivery in such situation shall be the date of communication of completion by the Developer to the PURCHASER herein as mentioned hereinabove. Service Tax & GST on Maintenance Charges shall be applicable as per rules and regulations.
- v. This is further agreed by and between the parties that the PURCHASER shall have to bear the maintenance costs on advance for first phase, as mentioned hereinbefore which will be inclusive of the cost of maintenance contract of the Generator, water pump, the cost of fuel for the generator, common area electricity bill and the salary of the security and other maintenance staff etc. It is mandatory for the PURCHASER to bear all the above referred expenses in respect of the building. Further to be noted that the PURCHASER shall have to bear all necessary taxes imposed by the statutory authority over and above the fixed payable mentioned whatsoever and/or howsoever mentioned charges shall be in the instant Agreement for Sale.
- vi. This is agreed by and between the parties that the Club is not the part of the common area of the property. The Club is the exclusive property of the Developer and the Developer can decide anything according to his choice in respect of the Club. The said Club is entitled to arrange for any promotional activities within the complex for which the PURCHASER and/or any person or persons through her shall never raise any objection, moreover and right, title, interest, possession of the club property in true sense is exclusive only for the Developer/Third Party.
- vii. This is agreed by and between the parties that the Club membership shall be complementary to the Flat Owners, which will be given by the Club in accordance with the General Terms and Conditions of the Club. The Club

authority reserves its right to allow membership to the Flat Owners of the Complex as well as to the distinguished personalities of the Society, may not be a Flat Owner, considering the terms and conditions as well as maintaining the spirit. The Club authority reserves its right to cancel any membership for violation of terms and conditions of the Club. The Rules and Regulations of the Club shall be notified time to time after the official opening of the Complex, on the Notice Board displayed over the Club premises.

- viii. This is agreed by and between the parties that the PURCHASER shall have no right to commercially exploit her unit except transfer of ownership by Registered Conveyance in accordance with Law.
- ix. This is agreed by and between the parties that the PURCHASER has to bear the charges of parking space according to the rate fixed by the Developer for parking of the car within the compound for life time.
- This is agreed by and between the parties that the PURCHASER has to bear the charges of the services provided by the club according to the bill raised by the Club.
- xi. This is agreed by and between the parties that the PURCHASER has to bear other charges for facilities provided by the Developer.
- xii. To pay the electricity bill in respect of the said flat.
- xiii. This is agreed by and between the parties that the Purchaser has to bear the minimum electricity charges for the period of long absence of the PURCHASER in the said complex and/or Flat.
- xiv. This is agreed by and between the parties that the PURCHASER has to bear the costs for individual electricity meter connection for her unit which will be paid by the PURCHASER to the Developer and the said payment shall be made before taking possession of her unit by the PURCHASER. Furthermore, for obtaining extra load for individual meter the PURCHASER shall have to bear extra costs billed/demanded by the Developer, accordingly.
- xv. This is also agreed by and between the parties that the Developer shall provide one light and one fan point for each respective flat in power backup option which will be available only at the time of power cut only.
- xvi. This is agreed by and between the parties that the Developer reserves its right to extend the service for the next phase of expansion of the project and in such situation the Purchaser shall have no right of objection.
- xvii. This is agreed by and between the parties that in future the Developer reserves its right to bring expansion of the project in the back of the complex and/or in both side of the Complex according to her convenience which will be no way objected by the PURCHASER. In such case of the expansion of project, the main gate, the exit gate, passages, entries and exits of the instant project shall be the part of the extension of the project. In such situation the PURCHASER shall never raise any objection.
- **xviii.** This is further agreed by and between the parties that after taking physical possession of the Schedule "B" mentioned property by the PURCHASER, the rules and regulations already framed and/or to be framed shall be strictly followed by the PURCHASER herein in every respect whatsoever and/or howsoever including the use of services and/or internal jobs and/or work done by the PURCHASER in respective unit and/or within the complex.



- xix. This is further agreed by and between the parties that the PURCHASER shall not to throw dirt, rubbish or other refuses or permit the same to be thrown or accumulated in the said flat or in the compound or any portion of the building.
- This is further agreed by and between the parties that the PURCHASER shall not to store or bring and allow to be stored and brought in the said flat any goods of hazardous or combustible nature or which are so heavy as to affect the construction and/or the structures of the building or any portion of it in any manner including keeping of LPG Gas Cylinder in vacant flat in case of long absence of the purchaser.
- xxi. This is further agreed by and between the parties that the PURCHASER shall not to hang from or attach to the beams or walls or any portion of the flat any machinery which are heavy or likely to effect or endanger or damage the construction of the building or any part thereof.
- xxii. This is further agreed by and between the parties that the PURCHASER shall not to do or anything to be done on or about the said flat which may cause or tantamount to cause or affect the floors, ceilings, wall of the said flat or any other portion over or below the said flat or inside adjacent to the said floor or any portion of the building.
- notii. This is further agreed by and between the parties that the PURCHASER shall not to interfere with the right to use of common area and facilities by the Owner/Vendor/Developer and other Owners of the flat or lawful occupier and maintenance authority.
- xxiv. This is further agreed by and between the parties that the PURCHASER shall not to obstruct Vendors and other Owners or lawful occupiers of the other flats to use their respective flats in peaceful way.
- xxv. This is further agreed by and between the parties that the PURCHASER shall not to carry out any illegal or offensive activities inside the flat.
- not to close or permit the closing of veranda or lounges or balconies, lobbies and common portions and not to break or cut the columns and outside wall of the unit/flat or building.
- not to claim partition of the land and common area of the said building.
- not to demand any compensation and/or any amount from the Owner/Vendor (so long the Owner/Vendor and developer/third party is in charge of the said premises) for non maintenance of common area and service of common facilities due to the non payment of common expenses by the purchaser or any other purchaser and/or Owners of the other flats or due to reason of any event is beyond the control of the Owner/Vendor/Developer/Maintenance Authority.
- xxix. This is further agreed by and between the parties that the PURCHASER will always help the Owner/Vendor and developer/third party for maintenance of common area and proper maintenance and supply of common amenities and advantages.
- This is further agreed by and between the parties that the PURCHASER shall not to obstruct Owner/Vendor/Developer from selling any portion of the said Premises in accordance with law.

- **RRMI.** This is further agreed by and between the parties that the PURCHASER shall pay multi-storied building tax, if any, charged by the any appropriate authority.
- **EXECUTE**. This is further agreed by and between the parties that the PURCHASER shall pay all other taxes and/or charges proportionately or wholly when it is in respect of the said flat as may be imposed by any Government or Semi-Government or statutory body.
- xxxiii. In case of sale of the Schedule 'B' property by the purchaser to any Third Party 'No Objection Certificate' of the Developer shall be necessary and the developer shall issue such 'No Objection Certificate' for sale considering that the maintenance amount along with all other charges in this respect including fine levied, if any, by the maintenance authority/developer is paid up to date and nothing falls due in this regard. This is further agreed that in case of failure of payment of maintenance charges as mentioned aforesaid by the purchaser upon the bill raised by the developer/maintenance authority after 1st two (2) stipulated years within the stipulated time for payment of such maintenance amount etc. the purchaser shall be bound to pay fine of Rs.\_\_\_/- per day from the date of failure to pay. In case of bounce of cheque issued by the purchaser for payment of maintenance charges etc. according to the bill raised by the maintenance authority the purchaser shall pay a fine of Rs.\_\_\_\_/- for each occasion of bounce of cheque. Further for nonpayment of maintenance all necessary common services i.e. water supply, electricity supply, power backup, clearing, parking facility etc. shall be withdrawn from the date of the maintenance amount falls due and the maintenance authority shall not be held responsible for such. In case of any transfer of schedule "B" property in such situation the third party also shall not be provided the above referred services till the date of clearance of dues with applicable fine etc.
- **xxxiv.** This is further agreed by and between the parties that, the regular and uninterrupted payment of maintenance amount is the essence of this conveyance as well as the pre-condition for getting no objection certificate, which shall be obtained by the purchaser from the developer for outright sale of the Schedule B' Property to any third party.
- xxxv. The time for completion of this project is fixed to 60 months from the date of sanction of plan of the schedule mentioned property, in case of failure to complete the said project within the stipulated 60 months period, both the parties are agreed to allow another 36 months period after the above referred 60 months.
- xxxvi. This is agreed by and between the parties that, the developer reserved his right to keep garage spaces and/or shops/club in the ground floor or anywhere in accordance with the sanctioned plan of Zilla Parishad/Department of Panchayats and Rurals Development, West Bengal/Competent Authority for which the intending purchasers shall never raise any claim and the proposed multistoried buildings will be constructed on the amalgamated plot of land if necessary which will be decided by the Developer on his own without any interference of the Land Owners and/or the intending purchasers.
- **xxxvii.** This is further agreed by and between the parties that the said construction is an extension of the continuing Project "PANTHANIWAS SHANTINIKETAN" and as such amalgamation of lands with the abovementioned Project would normally take place in accordance with the law.
- for ingress and egress, all common areas required for the enjoyment, maintenance and management of the proposed Project or any part thereof shall

be in common with the adjacent and/or continuing Project, "PANTHANIWAS SHANTINIKETAN".

- ANXIX. This is further agreed by and between the parties that all common amenities and facilities provided at the adjacent and/or continuing Project, "PANTHANIWAS SHANTINIKETAN", shall also be provided for the enjoyment of the proposed Project or any part thereof.
- x1. This is agreed by and between the parties that the proposed construction on the said property is nothing but a continuation of the project under the name and style of "PANTHANIWAS SHANTINIKETAN".

#### IV. FURTHER:

- A. The "PanthaNiwas, Illambazar" is a building complex ("COMPLEX"), development of which is being undertaken by M/s. SREE BALAJI, being a Proprietorship Company at 90/1, Prince Golam Hossain Shah Road, P.S. Jadavpur, P.O. Golfgreen, Kolkata 700 095.
- B. List of services covered by the maintenances services in respect of the schedule mentioned property which are follows:-
- Electricity bill of common area of the complex.
- (ii) Maintenance of common passage, drive way, internal passage, garden, common sewerage, common electricity system, roof, overhead reservoirs, underground reservoirs, water pump.
- (iii) Cleaning of the clause (ii) mentioned items.
- (iv) Security of the complex.
- (v) Provide the power backup for each unit/flat (restricted to two points up to the maximum limit of 100 watt).
- C. List of services not covered by the maintenances services in respect of the schedule mentioned property which are follows:-
- Maintenance or cleaning inside the units/flats.
- (ii) Replacement of major fittings including outside colouring and colouring of common passage.
- (iii) Legal expenses to be borne by the developer/maintenance authority for recovery of dues in respect of any claim, such shall be charged by the Maintenance Authority from the individual owner/owners.
- (iv) Any further taxes imposed by Govt. and/or authority.
- D. The Unit(s) in the Complex not intended /earmarked for "Commercial purpose" cannot be used for any commercial activities without the written approval of SREE BALAJI.
- E. The common areas/common portions of the Complex (collectively "COMMON PORTIONS") shall be earmarked/ designated by the Company at its sole and absolute discretion. The Common Portions shall be managed and maintained by M/s. SREE BALAJI or its nominee (s), and the possession of such Common Portions shall continue to remain with M/S. SREE BALAJI till the date they will.

be engaged to maintain the property. The purchaser of Unit shall only have the right of use and enjoy of such Common Portions.

- F. Payment of maintenance money is required to be made within the stipulated date and time mentioned in the Bill raised by the maintenance authority. For the first two years the total maintenance money shall be paid in advance at the time of execution of this deed and after that i.e. from the third years onwards the total maintenance money for every twelve months shall be paid by the mode of one time payment before starting of the respective twelve months period. The developer shall raise a bill for such one time advance maintenance money before thirty days and such maintenance money for the total respective twelve months shall be paid in advance on one time mode of payment in accordance with the terms of the bill to be raised by the developer/maintenance authority. No extension of time will be allowed for payment of maintenance money. In every case the developer/maintenance authority shall raise a bill, allowing 30 (thirty) days time for payment of such maintenance money. After that the said maintenance amount stated in the Bill shall be treated as dues and the fine shall be imposed in the manner stated hereinabove. In case of any litigation for recovery of such maintenance money and/or any legal steps taken by the maintenance authority for such recovery the said shall be debited in the account of the purchaser concerned.
- G. <u>Force Majeure'</u>: Force majeure shall, inter alia, mean and include non-availability or irregular availability of essential inputs, non-availability of water supply or sewerage disposal connection or electric power or other civic amenities from the concerned authorities and/or slow down or strike by contractor/construction agencies employed/to be employed in, litigation(s), acts of God, acts of any statutory agency or government or any court order and such other reasons beyond the control of M/S. SREE BALAJI in respect of the services for maintenance of the said complex.
- H. The right of user of all wall surfaces that are exposed to the common area will be retained by M/S. SREE BALAJI. This will include the boundary wall. Signage in these areas, if any, will belong to M/S. SREE BALAJI. If any Units wish to use any of the surfaces for their own branding, then, they need to take permission in writing from M/S. SREE BALAJI and will need to pay the necessary charges as may be levied by M/S. SREE BALAJI from time to time. M/S. SREE BALAJI shall always have the right to provide such space for advertising of products, considering the decency Also, M/S. SREE BALAJI may use these wall spaces for signage to guide visitors as well as to put up murals, paintings, posters and such other decoration items etc. as may be so decided by M/S. SREE BALAJI to enhance the aesthetic quality of Complex.
- I. Maintenance: The Complex shall be maintained and managed by M/S. SREE BALAJI or the nominated agency (ies) of M/S. SREE BALAJI, as the case may be (MAINTENANCE). M/S. SREE BALAJI shall either use its own resources or subcontract the work to agency (ies). M/S. SREE BALAJI, however, may, at its absolute discretion, in due course of time, decide to hand over the maintenance and management of the Common Portions and for the purpose, if required, the owner(s) of the Units in the Complex will be under obligation to form and/or constitute an association under the applicable law(s) (ASSOCIATION) and shall also be under obligation to take over from M/S. SREE BALAJI, in the manner as may be so decided by M/S. SREE BALAJI, the maintenance and management of the Common Portions of Complex.
- J. Common Rules: SREE BALAJI shall be entitled to frame rules and regulations for the general upkeep and maintenance of the Complex including for the external façade of the building and/or for external lighting as also for the

common user of the Common Portions (COMMON RULES). The Common Rules may be amended from time to time as deemed reasonable by SREE BALAJI in the common interest of all who are entitled to the occupiable areas of the Complex and such rules and regulations shall be in writing form in English only and shall be pasted on the notice board of the complex. Copies of such rules/regulations can be obtained by paying costs to M/S. SREE BALAJI from their registered office at Kolkata on formal written applications. The purchaser shall be bound to follow such common Rules and any violation thereof shall entitle M/S. SREE BALAJI to claim damages and to restrict the purchaser from using the Common Portions or enjoying any of the Common utilities and Facilities.

- K. Nomination: M/S. SREE BALAJI may nominate any person or persons for discharging its obligations and exercising for Maintenance of Complex, which will be accepted by the purchaser.
- L. Entry Regulations: M/S. SREE BALAJI and/or its nominated security agency (ies) shall be entitled to restrict and regulate the entry into the Complex considering the overall security in the interest of the occupants of the Units in the Complex in case of any person or persons without showing any reason.
- M. Delivery Vehicle: The purchaser shall take prior written permission from M/S. SREE BALAJI for access of delivery vehicles in and around the Complex. The purchaser shall ensure that all delivery vehicles in and around the Complex shall be driven between permitted time schedule of M/S. SREE BALAJI without causing inconvenience to the visitors of the Complex. In case of personal car(s) of the purchaser and/or any guests of the purchaser such may be driven into the complex with the prior written permission of the maintenance agency but such cannot be parked within the common area of the complex and/or on the common road/passage of the complex. M/S. SREE BALAJI shall arrange for parking of car(s) of the purchaser and/or their guests on request against payment of parking charges per day as will be decided by M/S. SREE BALAJI time to time.
- N. Loading and Unloading: To load and unload any goods in and around the Complex, the purchaser shall give a copy of permit at least 3 (three) days in advance to M/S. SREE BALAJI. Parking of such vehicles will only be allowed for time taken for loading and unloading of goods and not in any other case, and such vehicles used for loading and unloading the goods, while entry and exit, shall not exceed the driving speed limit by 05 KMPH.
- Events and Activities: M/S. SREE BALAJI may organize events, promotions, lotteries, special sales etc., in the Complex.
- P. Installation of Antenna etc: The purchaser shall not be entitled to install antennas, dish etc. anywhere in the Complex, without the prior written permission of M/S. SREE BALAJI. The permission to install antenna, dish etc., may be granted from M/S. SREE BALAJI strictly as per statutory specifications and/permission etc.
- Q. Common Lobbies Passages and Aisles: No purchaser shall be permitted to keep any of their wares, goods, display materials, signboards or any article of any nature in the lobbies, passages, aisles or any place outside their respective Unit without permission of M/S. SREE BALAJI in writing.
- R. M/s. Sree Balaji or its nominees, as the case shall raise bills on the purchaser in respect of the maintenance of the common portions of the complex, which the purchaser shall pay within the due dates. The purchaser/purchasers shall also

be liable to pay applicable GST and other taxes which are now payable or which may become applicable and payable in future (collectively \*MAINTENANCE CHARGES").

- S. The purchaser shall carry out the necessary internal repairs and incur all expenses, on its own, for the upkeep and maintenance of the Unit of the purchaser without causing any inconvenience to the other occupiers of the Unit in Complex. In case of any electrical job/work within the four walls of the units, the main electrical cable cannot be disturbed and in case of installation of Air Conditioner, the outer wall of the unit cannot be changed and/or utilized.
- T. The purchaser agrees to abide by all applicable laws, including local laws and directions and notifications of concerned statutory authorities and the terms and conditions contained herein as well as rules and regulations framed by M/S. SREE BALAJI.
- U. All correspondence shall be made according to the/purchaser at the address for correspondence indicated in the Application Form filled up by purchaser, unless the same is formally hanged. Any change of address will have to be notified in writing to M/S. SREE BALAJI at its Registered Office and acknowledgement obtained for such change. In case there are joint purchasers, all communication shall be sent by M/S. SREE BALAJI to the purchaser whose name appears first and which shall for all purposes be considered as having been served on both purchaser(s).
- V. In case of Joint purchaser(s), any document accepted/ acknowledged by any one of the purchaser(s) shall be binding upon the other purchaser(s).
- W. The purchaser shall abide by the terms and conditions stipulated herein and the applicable laws and should there be any contravention or non-compliance of any of these terms and conditions or the applicable laws, the purchaser shall be liable for consequences in respect thereof. If any loss is occasioned to M/S. SREE BALAJI or others due to the act or negligence of the purchaser, the purchasers shall indemnify M/S. SREE BALAJI or the affected party(ics) for such act or negligence which has caused the loss.
- X. M/S. SREE BALAJI will not entertain any request for any modification in the internal layout of any Unit(s) and external façade of the building in which the Unit(s) is situated.
- Y. However, disputes which cannot be settled amicably, shall be finally decided and resolved by arbitration in accordance to the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereto. The matters requiring arbitration will be referred to sole arbitrator Mr. Debasish Roy Chowdhury, Advocate, High Court, Calcutta of 8, Old Post Office Street, Ground Floor, Kolkata 700001. The venue of such arbitration will be decided by the said arbitrator. The proceedings of the arbitration shall be conducted in English and shall be construed as a domestic arbitration under the applicable laws.
- All disputes/issues arising out of this transaction will be subject to the exclusive jurisdiction of Courts at Bolpur, Birbhum.

SCHEDULE 'A' ABOVE REFERRED TO



- All That piece and parcel of 25 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, R.S. & L.R. Dag No. 607, R.S. Khatian No. 226 corresponding to L.R. Khatian Nos. 111 and 151, present L.R. Khatian No. 827, within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchyat, ADSR Bolpur, DSR Suri and District Birbhum, hereinafter referred to as "LOT A".
- 2. All That piece and parcel of 20 Decimal more or less of Baid land lying and situate at Mouza Kamarpara, J.L. No. 131, R.S. and L.R. Dag No. 606, L.R. Khatian No. 998, present L.R. Khatian No. 1213 and 1094, within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum, hereinafter referred to as "LOT B".
- 3. All That piece and parcel of 84 decimals more or less of Baid land lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian Nos. 1111, 1109, 1117, 1115, 1114, 1108, 1113, 1112, 1119, 1053, 1118 and 1110, within the jurisdiction of Illambazar Police Station, within the limits of Illambazar Gram Panchayet, ADSR Bolpur, DSR Suri and District Birbhum, hereinafter referred to as "LOT C", the details of which are given below:-
- (i) All That piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1116, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (H) All That piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1111, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (iii) All That piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1109, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (iv) All That piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1117, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (v) All That piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1115, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (vi) All That piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1114, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

- (vii) All That piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1108, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (viii) All That piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1113, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (ix) All That piece and parcel of 4 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1112, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (x) All That piece and parcel of 6 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1119, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (xi) All That piece and parcel of 21 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1053, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (xii) All That piece and parcel of 5 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1118, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (xiii) All That piece and parcel of 7 Decimal more or less of Baid land out of 84 Decimal lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 605/1147, L.R. Khatian No. 1110, present L.R. Khatian No. 1150 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- 4. All That piece and parcel of 18 decimals more or less of Baid land lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, within the jurisdiction of Illambazar Police Station, within the limits of Illambazar Gram Panchayet, ADSR Bolpur, DSR Suri and District Birbhum. hereinafter referred to as "LOT D", the details of which are given below:-
- (i) All That piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (H) All That piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of

Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

- (iii) All That piece and parcel of 0.5 Decimal more or less of Baid land lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (iv) All That piece and parcel of 4.50 Decimal more or less of Baid land lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.
- (v) All That piece and parcel of 4 Decimal more or less of Baid land lying and situate at Mouza Kamarpara, J.L. No. 131, L.R. Dag No. 606, L.R. Khatian No. 246, present L.R. Khatian No. 1094 and 1213 within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum.

All the above referred piece and parcel of land are lying and situate within the jurisdiction of Illambazar Police Station and within the limit of Illambazar Gram Panchayat, ADSR Bolpur, DSR Suri and District Birbhum and totaling ("LOT - A" + "LOT - B" + "LOT - C") to an area of 147 Decimals "BASTU" Land, lying and situated in Mouza - Kamarpara, J.L. No. 131, L.R. Dag No. 606 (38 Decimals), L.R. Dag No. 607 (25 Decimals), L.R. Dag No. 605/1147 (84 Decimals), Present L.R. Khatian No. 1094, 1213, 827, 1150 Respectively.

On the North: Black Top Road (KabiJaydevRoad)

On the South: Vacant Land

On the East: Black Top Road (Panchayet Road)

On the West: Panthaniwas Shantiniketan (existing buildings)

#### SCHEDULE 'B' ABOVE REFERRED TO (DESCRIPTION OF THE PURCHASER'S FLAT)

<b>ALL THAT</b> piece and parcel of one self contained residential flat admeasuring Built Up area of sq. ft ( sq. ft. more or less super built up area of the flat including
proportionate share of common areas), on Floor, Block No, being Flat No.
of the multistoried building constructed on the Schedule-A mentioned property
consisting of bedroom, multipurpose room with open pantry, toilct and balcony along and having flooring with proportionate share of land and all
fittings and fixtures and all rights in all common services, passages and common
facilities of the building together with easement rights as mentioned in the Schedule 'C'.  The Property is on road (40 ft. wide) and no other facility except club and lift.



### SCHEDULE 'C' ABOVE REFERRED TO (COMMON RIGHTS)

- 1. All stair-case on all the floors of the said building.
- Common passage including main entrance on the Ground Floor leading to all floors and also leading to the vacant roof.
- All common spaces together with common land with all right, liberties, easements and privileges and appendages and appurtenances as enjoyed by the Co-owners.
- Water pump, overhead water tank and water supply line, Municipality water line and connection, reservoir.
- Vacant roof.
- Electricity service and electricity main line wiring and electrical lightings.
- Drainage and sewerage, septic tank and other common spaces of the Ground Floor.
- Walls of the flat and main structure of the building.
- Boundary walls and main gate (the main gate/exit gate with the common area/roads stretched from the main gate to the extension of the project shall be common for the existing and extended project).
- Such other common parts, like equipments installation, fixtures and fittings and spaces in or about the said building.
- Vacant space of the premises (excluding the area of the club).

# SCHEDULE 'D' ABOVE REFERRED TO (COMMON EXPENSES TOWARDS PROPORTIONATE AREA OF OWNERSHIP)

- All costs of maintenance, operating, replacing, white washing, coloring rebuilding, re-constructing, repairing and lighting the common parts, roof and also the other walls of the said building. All other items stated hereinbefore also should be treated as the cost of common maintenance excluding Club property as sanctioned separately.
- All charges and deposits for supplies of common utilities.
- Proportionate share of the Panchayat/Municipal taxes and other outgoings save those are separately assessed on the respective Block.
- Costs and charges of establishment for maintenance of the said building.
- All litigation expenses for protecting the title of the land and building.



IN WITNESS WHEREOF the parties hereunto have/has signed sealed and delivered these presents on the day, month and year first above written.

Signed, Scaled and Delivered At Kolkata in presence of:

1.

SIGNATURE OF THE OWNER PAN AJLPP6658F

2.

SIGNATURE OF THE DEVELOPER/SELLER PAN AJLPP6658F

SIGNATURE	OF THE PURCHASERS
	PAN
	PAN

# Drafted by:

Tathagata Ray LLB (Leeds, UK) Advocate High Court, Calcutta 35A, Old Ballygunge First Lane, Kolkata – 700019 WB/636/1998



# MEMO OF CONSIDERATION

tuated in Distric istrict Sub-Regis	/- (Rupees floor, Block No. t Birbhum, Police Sta stry Office Bolpur, North American States of the States of th	ition-Illambazar, Iouza Kamarpara	Sub-Division l a, more fully	Bolpur, Addition described in t
Cheque No	Bank / Cash	Branch	Date	Cheque Amount
Total Amount				
WITNESSES :				
1				
1.				
1.		SIGNATURE	OF THE DEVI	PAN AJLPP665
1. 2.		SIGNATURE	OF THE DEVI	OF THE OWN PAN AJLPP665 ELOPER/SELLI PAN AJLPP665



sss\$\$\$\$\$\$\$\$\$\$\$\$\$	ssssssssssssssssssssss
DATED THIS THE	DAY OF 2020
****	**************
BETWEEN	
MANAB PAUL	
PAN AJLPP6658F	
	LAND OWNER
AND	
PAN	
&	
PAN	<del>-</del>
	PURCHASERS
AND	
m/s. sree balaji	
	DEVELOPER/SELLER

# DEED OF CONVEYANCE

# PANTHANIWAS

PHASE IV

Block No. \_\_, Flat No. \_\_, Floor No. \_\_

DEBASISH ROY CHOWDHURY
Advocate
8, Old Post Office Street,
Ground Floor,
Kolkata - 700 001
Ph: 033 2242 8649

