

**DEED OF CONVEYANCE**

Valued Rs. -----/- (Rupees -----) only

**THIS DEED OF CONVEYANCE** is made on this \_\_\_\_\_ day of  
\_\_\_\_\_, at Asansol, and West Bengal.

Aastha Finance & Investment Ltd.

  
Director

**BETWEEN**

(1) **SRI ANIRBAN DAS**, (PAN NO. AEGPD2941D) Son of late Nityananda Das, Indian Inhabitant, by religion Hindu, by profession Business, presently residing at Kalyanpur Housing Estate, (2) **SRI. ARUN KRISHNA BAGCHI**, (PAN NO. AEUPB5252P) son of Sri Bijoy Krishna Bagchi, Indian Inhabitant, by religion Hindu, by profession business hereinafter jointly and severally called the **FIRST PARTY/OWNER** (Which expression shall unless excluded by or repugnant to the context mean and include all their heirs, legal representatives, assigns and successors) of the **FIRST PART** represented through his **Constituent Attorney "Aastha Finance & Investment Limited"** having its registered office at "AKASH APARTMENT", Gopalpur, P.O. - Asansol-713304, P.S. - Asansol (South), District Burdwan (West Bengal) Pin- 713304 by dint of registered Development Power of Attorney being no. 020506756 for the year 2020 recorded in the in Book No. 1, Vol. No. 0205-2020, pages from 154403 to 154424 registered before the A.D.S.R -I, Asansol.

**AND**

**Aastha Finance & Investment Limited (PAN No AAICA6151B)**, a company incorporated under the provision of the Companies Act, [1956 or 2013, as the case may be], having its registered office at Akash Apartment, 1<sup>st</sup> Floor, Gopalpur, P. S. Asansol (south), Asansol – 713 304, Dist- Burdwan represented by its authorized Signatory **Mr. Santanu Sarkar (PAN no BLTPS3251E)** authorized vide Board resolution dated 24/12/2020 hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), legal representatives and executors administrators and assigns of the **SECOND PART**.

**AND**

SHRI \_\_\_\_\_ (P.A.N. \_\_\_\_\_) S/o \_\_\_\_\_ and SMT \_\_\_\_\_ (P.A.N. \_\_\_\_\_) w/o. \_\_\_\_\_ residing at \_\_\_\_\_ by faith Hindu, Nationality Indian, by occupation \_\_\_\_\_ and \_\_\_\_\_ called the '**PURCHASER(s)**' (which expression shall unless excluded by or repugnant to the context shall include all his/her/heirs, successors, assigns, legal representatives and executors) of the **THIRD PART**.

**1. Subject Matter of Conveyance**

1.1 **IN THIS INDENTURE**, unless it is contrary or repugnant to the context the following words shall have the following meanings:

1.2 The "**First Party / Vendor**" shall mean and include (1) **SRI ANIRBAN DAS**, (PAN NO. AEGPD2941D) Son of late Nityananda Das, Indian Inhabitant, by religion Hindu, by profession Business, presently residing at Kalyanpur Housing Estate, (2) **SRI. ARUN KRISHNA BAGCHI**, (PAN NO. AEUPB5252P) son of Sri Bijoy Krishna Bagchi, Indian Inhabitant, by religion Hindu, by profession business hereinafter jointly and severally called the **FIRST PARTY/OWNER** (Which expression shall unless excluded by or repugnant to the context mean and include all their heirs, legal representatives, assigns and successors) of the **FIRST PART** represented through his **Constituent Attorney "Aastha Finance & Investment Limited"** having its registered office at "AKASH APARTMENT", Gopalpur, P.O. - Asansol-713304, P.S. - Asansol (South), District Burdwan (West Bengal) Pin- 713304 by dint of registered Development Power of Attorney being no. 020506756 for the year 2020 recorded in the in Book No. 1, Vol. No. 0205-2020, pages from 154403 to 154424 registered before the A.D.S.R -I, Asansol. and their heirs, successors, executors, administrators, legal representatives and / or assigns of the **FIRST PART**.

Aastha Finance & Investment Ltd.



Director



1.3 "Second Party / Developer" AASTHA FINANCE & INVESTMENT LIMITED ( P.A.N. AAICA6151B) represented by its Director(s) - Mr. Santanu Sarkar (PAN no BLTPS3251E), and authorized by the owners vide **Development Power of Attorney** being no. 020506756 for the year 2020 recorded in the in Book No. 1, Vol. No. 0205-2020, pages from 154403 to 154424 registered before the A.D.S.R - I, Asansol to give effect to register the Deed of conveyance in favour of intending purchaser(s) of the Developer's Allocated Portions only.

1.4 "Third Party / Vendee" shall mean SHRI ..... (P.A.N. ....) s/o Late ..... and SMT ..... (P.A.N. ....) w/o. Shri..... residing at ..... by faith Hindu, Nationality Indian, by occupation ..... his/her/their heirs, successors, executors, administrators, legal representatives and/or assigns.

2. "SAID PROPERTY" shall mean

WHEREAS, out of total schedule mentioned, the raiyati 'Bastu' land comprised in part of R.S. & L.R. Plot No. 54 under L.R. Khatian No. 1316 measuring 02.8954 Decimal equivalent to 01.75 Katha within Mouza Bartoria, J.L. No. 08, P.S. Asansol, District Paschim Bardhaman was purchased by the First Party herein by virtue of a Deed of Sale dated 10/01/2013 duly registered in Book-I, CD Volume No. 2, Page from 423 to 440, being No. 00296 for the year 2013 of A.D.S.R Office, Asansol from its previous owners Sri Sisir Kumar Shaw, Son of Late Basudeb Shaw and others of Santa, Burnpur for the consideration price mentioned in the said Deed of Sale.

AND WHEREAS, out of total schedule mentioned, the raiyati 'Bastu' land comprised in part of R.S. & L.R. Plot No. 54 under L.R. Khatian No. 1316 measuring 0.9703 Decimal equivalent to 0.59 Katha within Mouza Bartoria, J.L. No. 08, P.S. Asansol, District Paschim Bardhaman was purchased by the First Party herein by virtue of a Deed of Sale dated 18/01/2013 duly registered in Book-I, CD Volume No. 2, Page from 815 to 831, being No. 00325 for the year 2013 of A.D.S.R Office, Asansol from its previous owners Smt. Sandhya Shaw, Wife of Late Baidyanath Shaw and others of Rabindranagar, Burnpur for the consideration price mentioned in the said Deed of Sale.

AND WHEREAS, out of total schedule mentioned, the raiyati 'Bastu' land comprised in part of R.S. & L.R. Plot No. 54 under L.R. Khatian No. 1316 measuring 04 Katha 06 Chhatak 42 Sq. Ft. equivalent to more or less 07.3149 Decimal within Mouza Bartoria, J.L. No. 08, P.S. Asansol, District Paschim Bardhaman was purchased by the First Party herein by virtue of a Deed of Sale dated 08/12/2016 duly registered in Book-I, Volume number 0205-2016, Page from 173114 to 173129, being No. 020508989 for the year 2016 of A.D.S.R Office, Asansol from its previous owners Sri Tapas Chatterjee, Son of Asit Chatterjee and others of Gopalpur, Asansol for the consideration price mentioned in the said Deed of Sale.

AND WHEREAS, out of total schedule mentioned, the raiyati 'Bastu' land comprised in part of R.S. & L.R. Plot No. 54 under L.R. Khatian No. 1316 measuring 01 Katha 03 Chhatak

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06.34 Sq. Ft. equivalent to more or less 01.9739 Decimal within Mouza Bartoria, J.L. No. 08, P.S. Asansol, District Paschim Barddhaman was purchased by the First Party herein by virtue of a Deed of Sale dated 08/12/2016 duly registered in Book-I, Volume number 0205-2016, Page from 173199 to 173213, being No. 020508994 for the year 2016 of A.D.S.R Office, Asansol from its previous owners Sri Tapas Chatterjee, Son of Sri. Asit Chatterjee and others of Gopalpur, Asansol for the consideration price mentioned in the said Deed of Sale.

AND WHEREAS since after their purchases as aforesaid the First Party member duly recorded its/their name/s in the finally published L.R. Records of Rights in L.R. Khatian No. 1316 and are absolutely and peacefully owning, possessing and occupying their aforesaid properties free from any encumbrances, mortgages, charges, etc. by paying the tax, cess, Khajna, etc. as fixed by the concerned authorities from time to time.

AND WHEREAS the First Party / Landowners intending to develop its/their said property obtained land use NOC from ADDA for commercial housing project vide Memo No. ADDA/ASL/3102/V/155/FL/NOC/474 dated 08/03/2018 and also acquired the necessary permission from WBF&ES, Bhangakuthi, Rajbati, Burdwan vide Memo No. FSR/0125186209102901 dated 27/10/2020 and Clearance Certificate from the West Bengal Trees (Protection and Conservation in Non-Forest Areas) Act, 2006 (vide Clearance No. 03/CC/D/2018 Dated 09/01/2018) but owing to unavoidable circumstances could not undertake development of the said property by themselves and in consequence thereto they invited offers from prospective Developer/s who are financially sound to undertake construction of a multi-storied residential building and the Developer "AASTHA FINANCE & INVESTMENT LIMITED" who are also engaged in the business of developing and promoting and also sponsoring construction of multi-storied building/s having its own financial resources to carry out any development scheme, including taking up all related responsibility of preparation and sanction of plan for construction and engage engineers, masons and labourers and also put in resources for building materials and supervision of completing the construction of the proposed G+4-storied building and to procure prospective flat-buyers for the flats, apartments, parking spaces, garages, etc. to be built as per the Site Plan vide Memo No. 959/SP/AMC/HO/20 Dated 13/11/2020 & Building Plan vide Memo No. 960/BP/AMC/HO/20 Dated 13/11/2020 sanctioned by the authorities of A.M.C. and the Developer agreed to the proposal of the First Party/Landowners and offered to undertake the construction of the multi-storied building/apartment at its/their own costs and in lieu of their said land the First Party/Landowners will retain free of cost the following properties in the said apartment/building

2.1 "BUILDING" shall mean the Multistoried R.C.C. and Brick built building (G+4) commercial cum various residential units, constructed thereupon on the said property including parking spaces in accordance with the sanctioned plan being no Site Plan vide Memo No. 959/SP/AMC/HO/20 Dated 13/11/2020 & Building Plan vide Memo No. 960/BP/AMC/HO/20 Dated 13/11/2020 sanctioned by the authorities of Asansol Municipal Corporation.

2.2 'SAID FLAT' shall mean the residential Flat being No ....., having Super Built up area .....sqft (..... corner) and Built up area .....sqft. in .....floor, in the multi-storied building namely "SATSANG - G", at Satsang Vihar, Asansol, Under Asansol Municipal Corporation, consisting of \_\_\_\_\_ Bed Rooms, One Drawing -Cum-Dining room, One Kitchen, Two Toilet/Bathrooms (one Attached), One Open balcony, and a ..... approx \_\_\_\_ sqft. on the ground floor marked as "Reserved for Flat No. ...." of the said building under Dist. Paschim Burdwan, Mouza Bartoria, P.S. Asansol, along with undivided proportionate share or



interest in the "A" Schedule land, roof and common parts and portions. The flat being .....having Super Built up area ..... Sqft and Built up area ..... Sqft. in ..... floor, is of Developers Allocated Portion.

2.3 "COMMON PARTS AND PORTIONS" shall mean and include all equipment's and accessories provided for and / or reserved in the said building and/or the said property appertaining thereon including the Common Roof, Common Areas, Common Passages, Stairs, Staircase Landings, Motors, Pumps, Generator, Lift, Electrical installations, fittings and fixtures for the common use and enjoyment of the Third Party / Vendee.

2.4 "COMMON EXPENSE" shall mean and include proportionate share of the costs, charges and expenses for maintenance, up-keep, repairs and replacement of the common parts, common amenities including proportionate share of the Municipal Tax, property Tax and other taxes and levies relating to or connected with the said building and property.

2.5 "PROPORTIONATE SHARE" shall mean the proportionate or ratio which the floor space of the Flat bears to the aggregate of the floor space of all the flats.

3. TITLE, PLAN AND CONSTRUCTION: The Third Party / Vendee have examined or caused to examined the following and the Third Party / Vendee are fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

(a) The right title and interest of the Second Party / Developer in respect of the Said Premises, the Said Building and Said Flat And Appurtenances.

(b) The Plan sanctioned by the Asansol Municipal Corporation

(c) The construction and completion of the Said Building, the Common Portions and the Said Flat, including the quality, specifications, materials, workmanship and structural stability thereof.

3.1 Measurement: The Third Party / Vendee have measured the area of the Said Flat and are satisfied regarding the same and agreed and covenants not to ask for any details or question the computation of the area or make any claims in respect thereof.

4. "COMMON EASEMENT" shall mean all easements, rights, liabilities and privileges etc.

WHEREAS the property mentioned in the schedule below is owned and possessed by the **FIRST PARTY / OWNER**

WHEREAS, out of total schedule mentioned, the raiyati 'Bastu' land comprised in part of R.S. & L.R. Plot No. 54 under L.R. Khatian No. 1316 measuring 02.8954 Decimal equivalent to 01.75 Katha within Mouza Bartoria, J.L. No. 08, P.S. Asansol, District Paschim Bardhaman was purchased by the First Party herein by virtue of a Deed of Sale dated 10/01/2013 duly registered in Book-I, CD Volume No. 2, Page from 423 to 440, being No. 00296 for the year 2013 of A.D.S.R Office, Asansol from its previous owners Sri Sisir Kumar Shaw, Son of Late Basudeb Shaw and others of Santa, Burnpur for the consideration price mentioned in the said Deed of Sale.

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AND WHEREAS, out of total schedule mentioned, the raiyati 'Bastu' land comprised in part of R.S. & L.R. Plot No. 54 under L.R. Khatian No. 1316 measuring 04 Katha 06 Chhatak 42 Sq. Ft. equivalent to more or less 07.3149 Decimal within Mouza Bartoria, J.L. No. 08, P.S.

Asansol, District Paschim Bardhaman was purchased by the First Party herein by virtue of a Deed of Sale dated 08/12/2016 duly registered in Book-I, Volume number 0205-2016, Page from 173114 to 173129, being No. 020508989 for the year 2016 of A.D.S.R Office, Asansol from its previous owners Sri Tapas Chatterjee, Son of Asit Chatterjee and others of Gopalpur, Asansol for the consideration price mentioned in the said Deed of Sale.

AND WHEREAS, out of total schedule mentioned, the raiyati 'Bastu' land comprised in part of R.S. & L.R. Plot No. 54 under L.R. Khatian No. 1316 measuring 01 Katha 03 Chhatak 06.34 Sq. Ft. equivalent to more or less 01.9739 Decimal within Mouza Bartoria, J.L. No. 08, P.S. Asansol, District Paschim Bardhaman was purchased by the First Party herein by virtue of a Deed of Sale dated 08/12/2016 duly registered in Book-I, Volume number 0205-2016, Page from 173199 to 173213, being No. 020508994 for the year 2016 of A.D.S.R Office, Asansol from its previous owners Sri Tapas Chatterjee, Son of Sri. Asit Chatterjee and others of Gopalpur, Asansol for the consideration price mentioned in the said Deed of Sale.

AND WHEREAS since after their purchases as aforesaid the First Party member duly recorded its/their name/s in the finally published L.R. Records of Rights in L.R. Khatian No. 1316 and are absolutely and peacefully owning, possessing and occupying their aforesaid properties free from any encumbrances, mortgages, charges, etc. by paying the tax, cess, Khajna, etc. as fixed by the concerned authorities from time to time.

Aastha Finance & Investment Ltd.



Director



1) AND WHEREAS the First Party / Landowners intending to develop its/their said property obtained land use NOC from ADDA for commercial housing project vide Memo No. ADDA/ASL/3102/V/155/FL/NOC/474 dated 08/03/2018 and also acquired the necessary permission from WBF&ES, Bhangakuthi, Rajbati, Burdwan vide Memo No. FSR/0125186209102901 dated 27/10/2020 and Clearance Certificate from the West Bengal Trees (Protection and Conservation in Non-Forest Areas) Act, 2006 (vide Clearance No. 03/CC/D/2018 Dated 09/01/2018) but owing to unavoidable circumstances could not undertake development of the said property by themselves and in consequence thereto they invited offers from prospective Developer/s who are financially sound to undertake construction of a multi-storied residential building and the Developer "AASTHA FINANCE & INVESTMENT LIMITED" who are also engaged in the business of developing and promoting and also sponsoring construction of multi-storied building/s having its own financial resources to carry out any development scheme, including taking up all related responsibility of preparation and sanction of plan for construction and engage engineers, masons and labourers and also put in resources for building materials and supervision of completing the construction of the proposed G+4-storied building and to procure prospective flat-buyers for the flats, apartments, parking spaces, garages, etc. to be built as per the Site Plan vide Memo No. 959/SP/AMC/HO/20 Dated 13/11/2020 & Building Plan vide Memo No. 960/BP/AMC/HO/20 Dated 13/11/2020 sanctioned by the authorities of A.M.C.

A. And Aastha Finance & Investment Limited constructed a Multi Storied building, standing thereon consisting of various Residential Units, Garages, etc. under the name and style as "SATSANG - G" as per Asansol Municipal Corporation sanctioned Sanction Site Plan vide Memo No. 959/SP/AMC/HO/20 Dated 13/11/2020 & Building Plan vide Memo No. 960/BP/AMC/HO/20 Dated 13/11/2020 sanctioned by the authorities of A.M.C.as mentioned hereunder.

B. AND WHEREAS the Second Party/Developer constructed a multi-storied (G+4) residential building thereupon as per being Sanction Site Plan vide Memo No. 959/SP/AMC/HO/20 Dated 13/11/2020 & Building Plan vide Memo No. 960/BP/AMC/HO/20 Dated 13/11/2020 sanctioned by the authorities of A.M.C., at its own investment, direct control and efficient

C. supervision inclusive of the 'B' Schedule mentioned flat in the name & style as "SATSANG - G" as mentioned in the 'A' schedule hereinafter be referred to as the Said Apartment.

AND WHEREAS the Second Party / Developer having announced to sell the Flat No. .... of the Said Apartment as mentioned in the 'B' schedule of a super built up area of approx (.....) (.....) Sqft. and built up area approx (.....) (.....) Sqft. consisting ..... Bed Rooms, One Drawing Cum-Dining room with **vitrified floor tiles**, one Kitchen, two toilets/bathroom ( one attached), one open balcony on the ..... floor at "SATSANG-G" at the price of Rs. ..../- (Rupees ..... ) only **plus all applicable taxes** (if any) and including charges for the common facilities, common portion, common easements, common rights mentioned in the 'B' schedule and having considered the said as fair and equitable market price, the Third Party/Vendee having willfully accepted the said offer and entered into an agreement for sale

without possession on ....., and booked the said Flat by making the payment of Rs ...../- (Rupees ..... ) only by ....., towards booking money.

#### 5. NOW THIS INDENTURE WITNESSTH AS FOLLWOS:

In pursuance of the said Agreement dated ..... and in consideration of Rs. ..../- (Rupees ..... ) only paid to the Second Party / Developer by the Third Party / Vendee towards the consideration price of the Said Flat / unit on or before the execution of these presents (the receipt whereof is particularly mentioned in the Memo of consideration written here under) the Second Party / Developer do hereby admit and acknowledge and the said part thereof and that the Second Party / Developer do hereby, as well as both hereby

Aastha Finance & Investment Ltd.



Director



grant, transfer, convey, and assign in favour of the **Third Party / Vendee** all that **Flat No. \_\_\_\_** on the \_\_\_\_ Floor having super built up area of ..... Sqft in the said building namely "**SATSANG - G**" more fully and particularly described in the **SECOND SCHEDULE** written here under.

**TOGETHER WITH** proportionate undivided impartible share and/or interest of land, roof and in the main entrance, passages, staircase landings, drains, sewers, water pipes, and all other equipments in the said building and undivided share **AND THE REVERSION OR REVERSIONS , REMAINDER OR REMAINDERS AND THE ISSUES AND PROFITS** of and in connection with the Flat and common space and the properties apportionment thereof **AND ALL THAT** the estate, right title, interest, property, claim and demand whatsoever both at law and in equity of the Second Party / Developer into and upon the Said Flat and common space and the properties appurtenant thereof **TO HAVE AND TO HOLD** the said unit and undivided share in the land here detements, rights and properties hereby granted sold, conveyed, transferred or intended to each and every part thereof unto the Third Party / Vendee absolutely and forever free from all encumbrances, liens, listeners and attachments whatsoever subject to the payment of the proportionate share of the common expenses for the maintenance of and up keep of the said building and the common parts thereof as mentioned in the **THIRD SCHEDULE** hereunder written together with easements or quasi - easements, rights and other stipulation in connection with the beneficial use and enjoyment of the said flat in the building by the respective Co-owners and/or occupants of the building and/or land as mentioned in the **FIFTH SCHEDULE** written hereunder. The Second Party / Developer declare that the land mentioned in the 'A' schedule and the multi-storied building including the scheduled Flat is free from all encumbrances.

**6. THE Second Party / Developer HEREBY CONVENANT WITH THE THIRD PARTY / VENDEE AS FOLLOWS:**

a) THAT notwithstanding any act, deed matter or thing whatsoever done as aforesaid, the Second Party / Developer now has full power, absolute authority and right to grant, sale, convey, transfer, assign and assure the said unit and undivided share in the land and all other properties, benefits and rights, hereby granted sold, conveyed, transferred, assigned and assured or intended so to be unto and to the Third Party / Vendee in the manner aforesaid, according to the true intent and meaning of this present.

b) AND THAT the Second Party / Developer shall indemnify and keep the Third Party / Vendee fully discharged saved and kept indemnified against all encumbrances, liens, claim, demands whatsoever created occasioned or made by the Second Party / Developer or any person lawfully aforesaid. The Second Party / Developer shall arrange to execute deed or deeds or document or documents to confer this transferred clear in future at the cost of the Third Party / Vendee.

c) AND THAT THE Third Party/Vendee shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed transferred, assigned and assured or expressed or intended so to be unto and to the Third Party / Vendee, without any lawful eviction, hindrance, interruption disturbance, claim or demand whatsoever form or by the Second Party / Developer or any person lawfully or equitably claiming any right or estate therein from under or in trust from the Second Party / Developer.





d) AND FURTHER THAT the Second Party/ Developer and all persons having or lawfully or equitably any estate or interest in the said undivided share in the land or any part thereof, from under or in trust for the Second Party / Developer shall do and execute or caused to be done for the benefits and rights hereby granted, sold, conveyed, transferred and secured and to the Third Party / Vendee in the manner aforesaid as shall or may be reasonably required.

e) AND ALSO THAT First Party / Owners have not any time done or executed or knowingly suffered whereby the said undivided share in the said land and other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assumed or expressed to be affected in title. OR that the Third Party / Vendee shall not extend or demolish the flat / unit mentioned in the schedule hereunder or any parts thereof.

**7. AND THE THIRD PARTY/VENDEE HEREBY CONVENANT WITH THE SECOND PARTY/DEVELOPER AS FOLLOWS:**

a) AND THAT THE Third Party/Vendee admit and accept that upon full satisfaction and with complete knowledge of Common Portions, specifications and all other ancillary matters, and are purchasing the Said Flat and Appurtenances. The Third Party/Vendee has examined and is acquainted with the Said Flat and Appurtenances and the Building.

b) AND THAT THE Third Party / Vendee shall not at any time hereafter and for any reason whatsoever, claim partition of the said undivided share in the said land from the remaining interest in the Said land.

c) AND THAT THE Third Party / Vendee shall duly observe and perform all the conditions as are on their parts and to be observed and performed under the Sale Agreement.

d) AND THAT THE Third Party / Vendee shall at all time co-operate the Association / Service provider in the management and maintenance of the common portions and / or in the other acts relating to common purposes and shall duly observe and perform all the rules and regulations as may be framed from time to time relating to the Common Purposes.

e) AND THAT THE Third Party / Vendee shall pay regularly and punctually all taxes and impositions and outgoings attributable in respect of the said undivided shares in the land and the Unit.

f) AND THAT THE Third Party / Vendee neither have or shall have nor shall claim any absolute right, title or interest in any other part or portion of the land and the building side in respect of the said undivided shares in the land and the other units.

g) AND THAT THE Third Party/ Vendee admit and accept that all open areas in the Said Building and all open car parking spaces which are not required for ingress and egress from and to the Said Flat,

do not form part of the Common Portions in terms this Conveyance and the Second Party/Developer shall have absolute right to sell, transfer and/or otherwise dispose of the same or any part thereof.

h) AND THAT THE Third Party/Vendee shall take steps to get the said unit separately assessed / mutated in their name(s) for the purpose of assessment of Municipal Taxes and other taxes if any, as required in law.

**8. General.**

8.1 Delivery of Possession: Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the Said Flat and Appurtenances has been handed over by the Second Party / Developer to the Third Party / Vendee, which the Third Party / Vendee will admit, acknowledge and accept.

8.2 Conclusion of Contract: The Parties have concluded the contract of sale in respect of the Said Flat and Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual including measurement of the Flat. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

**FIRST SCHEDULE "A" OF THE PROPERTY ABOVE REFERRED TO**  
**"A" SCHEDULE**

In the District of Paschim Bardhaman, P.S. Asansol (South), Addl. Dist. Sub-Registry Office Asansol, Mouza Bartoria, J.L. No. 08, under the limits of Asansol Municipal Corporation, Ward No. 55 (previous Ward No. 31), all that piece and parcel of raiyati Bastu land measuring in total 07 Katha 15 Chhatak 23.14 Sq. Ft. equivalent to more or less 13.1545 Decimal comprised in part of R.S. & L.R. Plot No. 54 (fifty four) under L.R. Khatian No. 1316, including the more than 25 years old tile-shed structures standing thereon measuring covered area 100 Sq. Ft. with all easement rights attached thereto is hereby handed over for development.

The aforesaid property is butted and bounded by :

- On the North : Property of others.
- On the South : Road.
- On the East : Property of others.
- On the West : Road thereafter Satsang Block-F.

Aashta Finance & Investment Ltd.



Director



**SCHEDULE "B" ABOVE REFERRED TO  
(DESCRIPTION OF SPACE/FLAT/AREA)**

**PART - I**

(The Said Unit/Flat)

In the district of Asansol, P. S. Asansol, ALL THAT piece and parcel of a Residential Unit/Flat being No " \_\_\_\_\_ " ( \_\_\_\_\_ Corner), having Carpet area of approx. \_\_\_\_\_ sqft on the \_\_\_\_\_ floor, in the multi-storied building namely "SATSANG - G", to Mouza Bortoria, J.L. No. 08, under the limits of Asansol Municipal Corporation, Ward No. 55 (previous Ward No. 31), consisting of \_\_\_\_\_ Bed Rooms, One Drawing -Cum-Dining room, One Kitchen, \_\_\_\_\_ Toilet/Bathrooms (one Attached), \_\_\_\_\_ Open Balcony, of the said Multi-Storied Building which has been shown in the enclosed floor plan of Schedule "B" together with undivided proportionate share or interest of the land underneath out of the total land and all easement rights, measuring more or less 13.1545 Acres of the FIRST SCHEDULE A AND B above written.

**The Butted and Bounded of the Schedule Apartment as follows:-**

North:

South:

East:

West:

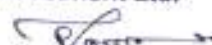
**PART - II**

**(The Parking Space)(IF ANY)**

ALL THAT, the parking space, of 135 (one hundred thirty five) square feet approx. marked as "Reserved for Flat No. ...." on the ground in the said multi storied building for parking of 1(one) medium seized four wheeler on the space to be identified for 'Parking' (as specified in Schedule "B" Part - I).

**THE THIRD (C) SCHEDULE ABOVE REFERRED TO COMMON EXPENSES**

- a) All expenses for maintenance, operating, replacing, painting of the common portions and the common areas in the building including outside and boundary walls of the building.
- b) All expenses for running and operating all machinery equipments and installations comprised in the common portions including lift, water pumps, generator, electrical installations including the cost of repairing and replacing the same.
- c) Salaries and other emoluments and benefits of and all other expenses of the person employed or to be employed for the common purposes such as caretaker, supervisor, Accountant, Security Personnel, sweepers, plumbers, Electricians and other maintenance staffs if any.
- d) All cost of insurance premium for insuring the building and / or the common portions.
- e) All charges and deposits for salties of common utilities for the co-owners in common.
- f) Municipal Tax, water Tax and other levies in respect of the premises and the building (Save and except those as are separately assessed in respect of any unit of the Third Party / Vendee.
- g) Costs of formation and operation of the service organization/association including the office expenses.
- h) Electricity charges for the operation of the equipments and installations or the common service and lighting the common portions.
- i) All legal expenses incur or to be incurred for the purpose relating to common use and enjoyment of the common portions.
- j) All other expenses and / or outgoing as would be incurred by the society/ service provider or Association for the common purposes.



**THE FOURTH (D) SCHEDULE ABOVE REFERRED TO COMMON FACILITIES, PARTS & PORTIONS:**

1. The right to common paths passages and main entrance in the said building.
2. The right to Lobbies on all floors, generator, lift up to the top floor, staircases on all floors, the Roof, open terrace, open space and / or all such other spaces.
3. The right to Roof or space for water pumps, overhead water tanks, Electric Rooms or spaces if any.
4. The right to common toilet in the compound of the building and the boundary walls and main gates.
5. The right to Drains, sewerage, septic tanks, water tanks and all pipes including concealed and other installations for the same except only those installed within the exclusive area of any unit and / or exclusively for the use of the Third Party / Vendee.
6. The right to external electrical installations and switch boards and all electrical wirings and other fittings except only those installed within the exclusive area of any unit and / or exclusively for the use of the Third Party / Vendee.
7. The right to pumps with electric meters and all common plumbing installations for carriage of water.
8. The right to such other common parts, areas, equipments installations fittings space in or about the building as are necessary for passage to and/or user the units in common by the co-owners including the terrace and the parapet, walls of the building and the space or spaces.

**THE FIFTH (E) SCHEDULE ABOVE REFERRED TO MANAGEMENT & MAINTENANCE**

Immediately on registration of Deed of conveyance the co-owners of the flats shall form an Association / Society for the common purposes including taking over all obligations with regard to management control and operation of all the common portions of the building under West Bengal Apartment Ownership Act, 1972. Upon the Third Party / Vendee fulfilling his/her /their obligations and covenants hereunder and upon its formation the association shall manage and maintain things as may be necessary and/or expedient for their common purposes and the Third Party / Vendee shall co-operate with the Second Party / Developer till the Association or society is formed. The Association/Society may frame rules, regulations and by-laws from time to time for maintaining quiet peaceful enjoyment of the Said building.

Upon formation of the Association/Society, the Second Party / Developer shall transfer all its rights and obligations and responsibility, upon the Association, adjusting all amounts collected from the Third Party/Vendee and other flat owners if any and expenditure incurred thereafter and remaining due and payable by the Third Party/Vendee and the amounts so transferred henceforth be so held by the Association/Society, under the account of Third Party/Vendee for the purpose of such deposits/expenses.

The Association/Society upon its formation and co-owners shall, however, remain liable to indemnify and keep indemnified the Second Party / Developer from all liabilities of their respective obligations by the co-owners and / or the Association /Society.





N.B. There is a toilet cum bath room on the ground floor for the use of caretaker, security personnel, and servants of all flats and only for commercial users (if any). Association/Society may like to collect nominal charges from the commercial users for such use.

**THE SIXTH (F) SCHEDULE ABOVE REFERRED TO, THE PURCHASERS SHALL NOT DO THE FOLLOWING**

1. To obstruct the Second Party / Developer or the Association/Society in their acts relating to the common purposes.
2. To injure, harm or damage the common portions or any unit in the building by making any alteration or withdrawing any support or otherwise.
3. To alter any portion, elevation or color scheme of the building.
4. To throw or to accumulate or cause to be thrown or accumulated any dust, ashes, rubbish or other waste articles in the common portions save and except at the place indicated thereof.
5. To carry, store or to be caused any obnoxious, injurious, dangerous, illegal or immoral item/activity in or through the suit or in the common portions.
6. To do anything or to be done which may likely to cause nuisance or annoyance to the other units in the adjoining building or buildings.
7. To keep or draw any wire, pipes from and to or through any common portion or outside walls of the building or other units.
8. To affirm or draw cable, pipes from and to or through any common portion or outside walls of the building or other units.
9. To keep any heavy articles or things which are likely to damage the floor or operate any machine other than usual home appliance.
10. To make any such structural additions or alterations in the said unit or any part of the roof which would affect the structural stability of the said building.
11. To decorate or paint or otherwise alter the color scheme of the said unit of the building or the common portion.
12. To use the said unit for the purpose of hotel, club, Restaurant, Nursing Home, Boarding/Lodging, house unless expressly permitted by the Developers/ Association/Service Origination in writing.



13. To do any acts or deeds which are forbidden by the rules and/or regulations formed from time to time by the Association/Service Organization for the common purpose and for quite peaceful and beneficial enjoyment of the building.

14. To tame any pet without permission from the Association and obtaining required license from the concerned authorities.

Aastha Finance & Investment Ltd.



Director



IN WITNESS WHEREOF parties have executed and delivered this Conveyance on the day, month and year mentioned above.

1)

2)

-----  
Director  
Aastha Finance & Investment Limited.  
As Constituted Attorney of  
SATYAM CONSTRUCTION

1)

2)

-----  
Signature of the Second Party  
/Developer (Aastha Finance & Investment Limited)

1)

2)

-----  
Signature of the Third  
Party/Purchaser (.....)

Witnesses:-

1

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2

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DRAFTED BY ME

Advocate  
Asansol, Judge Court  
TYPED BY ME

Asansol

Aastha Finance & Investment Ltd.



Director

**MEMO OF CONSIDERATION**

The First Party / Vendor confirmed having received in full and final payment from the Third Party / Vendee the sum of Rs. ....../- (Rupees ..... ) only against Flat No. ....

1) 1)

2)

-----  
Director  
Aastha Finance & Investment Limited.  
As Constituted Attorney of  
SATYAM CONSTRUCTION

1)

2)

-----  
Signature of the Second Party  
/Developer (Aastha Finance & Investment Limited)

1)

2)

-----  
Signature of the Third  
Party/Purchaser (.....)

Witnesses:-

1

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2

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Aastha Finance & Investment Ltd,



Director