

D E E D O F S A L E

:: Om Gurubey Namah ::

**Within P.S. Burdwan & Dist- Purba Barddhaman, within
Burdwan Municipality, Mouza- Balidanga
Super Built-Up area of Flat - Sq. Ft
(Carpet Area - Sq. Ft.)**
&
Covered Car cum Four Wheeler Parking Space - Sq. Ft.
Sale Value: Rs./- (Rupees Only)
Government Assessed Value: Rs./- (Rupees Only)

**THIS DEED OF SALE IS MADE ON THISTH DAY OF, TWO
THOUSAND ANDTEEN (201.....)**

BETWEEN

- 1. MR. TAPAN KUMAR SAMANTA**, S/o Late Ajit Kumar Samanta, by nationality Indian, by faith Hindu, by occupation Cultivation cum Enjoyment of Usufructs of Property, residing at 321, Baranilpur Road, P.O. Sripally, City & P.S. Burdwan & Dist. Purba Barddhaman, Pin – 713103; **PAN: AKAPS3270J**;
- 2. MR. TARUN KUMAR SAMANTA**, S/o Late Ajit Kumar Samanta, by nationality Indian, by faith Hindu, by occupation Cultivation cum Enjoyment of Usufructs of Property, residing at 321, Baranilpur Road, P.O. Sripally, City & P.S. Burdwan & Dist. Purba Barddhaman, Pin – 713103; **PAN: EILPS7516A**;
- 3. MR. DIPAK KUMAR SAMANTA**, S/o Late Ajit Kumar Samanta, by nationality Indian, by faith Hindu, by occupation Cultivation cum Enjoyment of Usufructs of Property, residing at 321, Baranilpur Road, P.O. Sripally, City & P.S. Burdwan & Dist. Purba Barddhaman, Pin – 713103; **PAN: ENGPS4143R**;
- 4. MR. ANIRBAN SAMANTA**, S/o Late Dilip Kumar Samanta, by nationality Indian, by faith Hindu, by occupation Service, residing at 321, Baranilpur Road, P.O. Sripally, City & P.S. Burdwan & Dist. Purba Barddhaman, Pin – 713103; **PAN: BVUPS2855K**; *and*
- 5. MRS. MITASRI SAMANTA**, W/o Late Dilip Kumar Samanta, by nationality Indian, by faith Hindu, by occupation Housewife, residing at 321, Baranilpur Road, P.O. Sripally, City & P.S. Burdwan & Dist. Purba Barddhaman, Pin – 713103; **PAN: EOFPS4794E**; *[all being represented by their constituent Power of Attorney Holders and Authorized Persons through and by virtue of Registered Power of Attorney Deeds being Deed No. I-2575 for 2013 duly registered before the District Sub-Registrar-II, Burdwan and incorporated in Book No. I, CD Volume No. 7, Page No. 3012*

to 3054 **AND** Deed No. I-3532 for 2016 duly registered before the District Sub-Registrar-II, Burdwan and incorporated in Book No. I, Volume No. 202-2016, Page No. 56586 to 56614 **AND** Deed No. I-3533 for 2016 duly registered before the District Sub-Registrar-II, Burdwan and incorporated in Book No. I, Volume No. 202-2016, Page No. 56615 to 56694; namely **SMT. MOUMITA HALDER**, W/o Sri Soumitra Halder, by nationality Indian, by caste Hindu, by profession business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; **PAN. ADJPH8811J** and **SRI SOUMITRA HALDER**, S/o Late Sujoy Krishna Halder, by nationality Indian, by caste Hindu, by profession Business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166, **PAN. ABHPH2544N** and **SRI SAMBHU NATH CHANDRA**, S/o Late Panchu Gopal Chandra, by nationality Indian, by caste Hindu, by profession Business, resident of 84 G.T. Road (West), P.O. & P.S. Rishra, Dist. Hooghly; **PAN. ACEPC7788F**; all being the Representatives and Partners of the Developer Firm namely "**GREEN APPY**" (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at Monirampur Beniapara, 48 Rampada Halder Road, Post Office: Barrackpore, P.S. Barrackpore, Dist. North 24-Parganas, Pin - 700120, **PAN. AALFG0513D** and also representing themselves;] hereinafter called and referred as **OWNERS cum SELLERS cum VENDORS** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs representatives, executors, administrators, successors and assigns) of the **FIRST PART**.

AND

"GREEN APPY" (a Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at C/o Amitava Paul, Monirampur Beniapara, 48 Rampada Halder Road, Post Office: Barrackpore, P.S. Barrackpore, Dist. North 24-Parganas, Pin - 700120, **PAN. AALFG0513D**; represented by its Partners namely

1. **SMT. MOUMITA HALDER**, W/o Sri Soumitra Halder, by nationality Indian, by caste Hindu, by profession business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; **PAN. ADJPH8811J**;
2. **SRI SOUMITRA HALDER**, S/o Late Sujoy Krishna Halder, by nationality Indian, by caste Hindu, by profession Business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; **PAN. ABHPH2544N**; and
3. **SRI SAMBHU NATH CHANDRA**, S/o Late Panchu Gopal Chandra, by nationality Indian, by caste Hindu, by profession Business, resident of 84 G.T. Road (West), P.O. & P.S. Rishra, Dist. Hooghly; **PAN. ACEPC7788F**; *hereinafter called and termed and referred as the **DEVELOPER** (which express on shall unless excluded its/his/her respective heirs, executors, administrators, legal representative and assignees) of the party of the **SECOND PART**.*

AND

1. **MR./MRS./MISS**, Son/Wife/Daughter of, Occupation -, by faith Hindu, by Nationality Indian, resident of; presently residing at; **PAN** -; and
2. **MR./MRS./MISS**, Son/Wife/Daughter of, Occupation -, by faith Hindu, by Nationality Indian, resident of; presently residing at; **PAN** -; *hereinafter called and referred to as the **PURCHASERS/VENDEES** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, representatives, executors, administrators, successors, nominee/s and assigns) of the **THIRD PART**:*

WHEREAS the OWNERS together are the sole and absolute owners in respect of the Schedule mentioned Land and is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands,

hereditaments and premises, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever morefully described in the **First Schedule** hereinafter written (hereinafter referred to as the "**SAID PROPERTY**").

AND WHEREAS, the Schedule mentioned property along with other parts of the said property appertaining to R.S. Plot No. 672 of Mouza-Balidanga, J.L. No. 35, P.S. & Dist. Burdwan measuring total 1.06 Acres previously belonged to Abdur Rashid and Others with absolute interest therein.

AND WHEREAS, during the continuance of their ownership the said Abdur Rashid and others transferred the said property in favour one Rai Debi (Wife of Shyama Das Samanta) and Mina Rani Debi (Wife of Ajit Kumar Samanta) vide Registered Deed of Sale being No. 5227 for the year 1954 dated 23.07.1954 and subsequently the said Abdur Rashid and others relinquished the all respective right, title and interest in respect of the said property as the owners and the possessors in favour of the aforesaid Rai Debi (Wife of Shyama Das Samanta) and Mina Rani Debi (Wife of Ajit Kumar Samanta). Subsequently the said Rai Debi (Wife of Shyama Das Samanta) and Mina Rani Debi (Wife of Ajit Kumar Samanta) mutated their names in the R.S.R.O.R in respect of R.S. Khatian No. 1359 in regard to R.S. Plot No. 672 of Mouza – Balidanga, J.L. No.35 and subsequently they constructed house on and over the said property and started to enjoy the same with perfect right, title and interest as the absolute owners and possessors. Subsequently Ajit Kumar Samanta vide one Exchange Deed being Deed No. 6373 for the year 1957 dated 12/10/1957 as executed by him and one Sohrab Mallick and others with whom the exchange is made, obtained the R.S. Plot No. 670 appertaining to R.S. Khatian No. 6 measuring 0.29 Acres i.e., 29 Decimals. In reality Rai Debi and Mina Rani Debi became the Owners of Plot No. 672 and Ajit Kumar Samanta became the owner of Plot No. 670 which is adjacent to Plot No. 672. Thereafter Mina Rani Samanta and Rai Samanta vide one Registered Deed of Partition being Deed No. I-6638 for 1961 dated 23/12/1961 demarcated their portion of Plot No. 672 as shown in the plan

annexed to the Deed. Mina Rani Samanta transferred the properties with structure to Surama Sundari Debi vide Deed No. 822 for 1962 dated 19/02/1962 which portion she got vide partition Deed No. 6638 for 1961. Ajit Kumar Samanta transferred some portion of Plot No. 670 to Rai Samanta. Subsequently Surama Sundari Debi vide 4 (Four) different Registered Deed of Conveyance, transferred the property with structure thereon in Plot No. 672 which she got from Mina Rani Samanta vide Registered Deed of Conveyance being Deed No. 822 for 1962 dated 19/02/1962 to 4 (Four) sons of Mina Rani Samanta. In regard to the said transfer the said Surama Sundari Debi transferred the property to Tapan Kumar Samanta vide Registered Deed of Sale being No. 4416 for the year 1988 dated 15/06/1988; Surama Sundari Debi transferred the property to Tarun Kumar Samanta vide Registered Deed of Sale being No. 4417 for the year 1988 dated 15/06/1988; Surama Sundari Debi transferred the property to Dilip Kumar Samanta vide Registered Deed of Sale being No. 4418 for the year 1988 dated 15/06/1988; Surama Sundari Debi transferred the property to Dipak Kumar Samanta vide Registered Deed of Sale being No. 4419 for the year 1988 dated 15/06/1988. By this way they equally got undivided 1/4th Share out of total area of 26351 Sq. Ft together with structure thereon over the Plot No. 672. Subsequently they got the balance area of Plot No. 670 after the death of Ajit Kumar Samanta as the Legal Heirs and Successors of the said deceased who died intestate. The entire property is comprised in C.S. Khatian No. 51, L.R. Plot No. 1345, R.S. Plot No. 672 and 670 appertaining to R.S. Khatian No. 1359. Subsequently the said Tapan Kumar Samanta mutated his name in L.R.R.O.R in L.R. Khatian No. 6346 measuring 17 Decimals of Land, the said Tarun Kumar Samanta mutated his name in L.R.R.O.R in L.R. Khatian No. 6345 measuring 17 Decimals of Land, the said Dilip Kumar Samanta mutated his name in L.R.R.O.R in L.R. Khatian No. 6347 measuring 17 Decimals of Land and the said Dipak Kumar Samanta mutated his name in L.R.R.O.R in L.R. Khatian No. 6344 measuring 17 Decimals of Land.

AND WHEREAS afterwards the OWNERS became the owner and possessor in respect of the entire Schedule mentioned property by way of

succession and acquisition of title through Purchase and subsequently the OWNERS thereafter recorded in L.R.R.O.R in respect of the entire Schedule mentioned property at Mouza - Balidanga, J.L. 35, P.S. & Dist. Burdwan and also incorporated their names in the Holding No. 321 of the Burdwan Municipality. Ward No. 14 within the limit of the Burdwan Municipal Authority and accordingly started the process to discharge their legal obligations of payment of Govt. Rents (being the Ground/Land Rent or Revenue) etc. in the name on appropriate receipt thereof and thereby have acquired absolute title in the said property to which they were entitled. Hence the OWNERS had acquired a good title over the Schedule mentioned property without any interference or intervention of any or by any other person.

AND WHEREAS the OWNERS No. 1 to 3 along with one LATE DILIP KUMAR SAMANTA, S/o Late Ajit Kumar Samanta, by Faith Hindu, by Occupation - Cultivation cum Enjoyment of Usufructs of Property, residing at 321, Baranilpur Road, P.O. Sripally, P.S. & City. Burdwan, Dist. Purba Barddhaman, Pin - 713103 who was also the OWNER in respect of the Schedule mentioned property during his lifetime, jointly entered upon into one Agreement for Development with the present DEVELOPER vide one Registered Deed of Agreement for Development and Power of Attorney on 19th June, 2013, registered on 21st June of 2013 being Deed No. 2575 for 2013 duly registered before the District Sub-Registrar-II, Burdwan and incorporated in Book No. I, CD Volume No. 7, Page No. 3012 to 3054 for Development of the landed property and also for raising construction of multi-storied residential building comprised of residential units/flats and parking spaces and to sale the same in favour of the prospective Purchaser.

AND WHEREAS one of the OWNERS namely LATE DILIP KUMAR SAMANTA, S/o Late Ajit Kumar Samanta, by Faith Hindu, by Occupation - Cultivation cum Enjoyment of Usufructs of Property, resident of 321, Baranilpur Road, P.O. Sripally, P.S. & City. Burdwan, Dist. Purba Barddhaman, Pin - 713103, who had been one of the Party to the aforesaid registered Agreement Died intestate on 15th December, 2015 at Tarabas, Baranilpur

Road, Sripally, Burdwan leaving behind his heirs i.e., the 4th to 5th Part of the Party to the FIRST PART, i.e., the OWNERS namely Mr. Anirban Samanta being the son of the said LATE DILIP KUMAR SAMANTA and Mrs. Mitasri Samanta being the widow of the said LATE DILIP KUMAR SAMANTA and subsequently the present OWNERS No. 4 & 5 as per the guiding principles of Hindu Succession Act became the Owners and Possessors in respect of the share of said property left by LATE DILIP KUMAR SAMANTA, S/o Late Ajit Kumar Samanta, by Faith Hindu, by Occupation - Cultivation cum Enjoyment of Usufructs of Property, residing at 321, Baranilpur Road, P.O. Sripally, P.S. & City. Burdwan, Dist. Purba Barddhaman, Pin - 713103 and subsequently they also mutated and recorded their names in the LRROR in respect of the First Schedule mentioned property appertaining to different LR Khatian Numbers being L.R. Khatian Nos. 8117 and 8118 as per the doctrine of "One Man One Khatian" and from then on the said present OWNERS No. 4th and 5th Part of this Indenture became the absolute and possessor in respect of the said property and subsequently they affirmed about the validity and subsistence of the said legal relationship with the DEVELOPER by executing and registering one Deed of Memorandum of Understanding cum Deed of Declaration being Deed No. I-3515 for 2016 duly registered before the District Sub-Registrar-II, Burdwan and incorporated in Book No. I, Volume No. 202-2016, Page No. 56328 to 56356 with other OWNERS being the Owners No. 1 to 3 of this Deed and also subsequently they executed and registered one Development Power of Attorney being Deed No. I-3532 for 2016 duly registered before the District Sub-Registrar-II, Burdwan and incorporated in Book No. I, Volume No. 202-2016, Page No. 56586 to 56614 in favour of the DEVELOPER for the uninterrupted and undisturbed progress and continuance of the Development work.

AND WHEREAS subsequently while the process of the Development was going on and the DEVELOPER has been exquisitely and satisfactorily discharging its liability and carrying on its work, the OWNERS unanimously witnessed and felt that save and except the land which has been given for Development vide the earlier mentioned Registered Deed of Development

Agreement, there was still a large and healthy portion of vacant land within the Schedule mentioned Property was lying unused and which was unmaintained and which was more specifically described below collectively with the area of the same property which was given for Development by virtue of the earlier agreements and thereby all of the **OWNERS** together and jointly and unanimously have taken decision to utilize the said land to aid and support the process of construction of the multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities and to develop the premises i.e., the vacant land which is more specifically described in the Schedule below collectively with the area of the same property which was given for Development by virtue of the earlier agreements and which was not being looked after by the OWNERS due to their habitation uncertainty in the City of Burdwan and physical dilemma and thereby the OWNERS have jointly and unanimously have taken decision to construct of Residential building comprised of Multiple Flats/Residential Units/Car Parking Spaces and to aid and support the process of construction of the multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities and to develop the premises i.e., the vacant land which is more specifically described in the Schedule therein measuring 1784 Sq. Ft. (A little More or Less). The **OWNERS** neither had their own capacity and nor had the ability both financially and technically and also nor have any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with residential building cum housing complex by erecting multistoried residential building/buildings along with residential building cum housing complex thereon inclusive of Flats and Car Parking Spaces and to aid and support the process of construction of the multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area

of ingress and egress and other necessary facilities and amenities.

AND WHEREAS that the **DEVELOPER** is itself is a Partnership Firm having more good-will, respect in the sector of Development and promoting and experience, knowledge and skill to develop the same and the **OWNERS** were particularly in possession of high expectation and respect towards the firm because of its performance as it showed in the earlier and earlier construction phase and process over the same L.R. and R.S. Plot. So the **OWNERS** of the Schedule mentioned property gave offer to the **DEVELOPER** to develop the Schedule properties as mentioned below. In response to that offer the **DEVELOPER** had accepted on certain specific terms and conditions to develop the property with a project for construction of a building residential purpose and to utilize the land to aid and support the process of construction of the multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and pathway and driveway and area of ingress and egress and other necessary facilities and amenities.

AND WHEREAS the **OWNERS** and the **DEVELOPER** together entered into an Agreement for Development of the said proposed land cum Development Power of Attorney and in pursuance of the said Development Agreement cum Development Power of Attorney which was registered at the Office of the D.S.R.-II, Burdwan and became Deed No. I-3533 for 2016 duly registered before the District Sub-Registrar-II, Burdwan and incorporated in Book No. I, Volume No. 202-2016, Page No. 56615 to 56694, the Developer started to raise and construct multistoried building comprised of Residential flats / units/ parking space on the basis of sanctioned building Plan being No. 962 dated 19/05/2015 vide Memo No. 543/E/VII-4 dated 08/06/2015 and subsequently sanctioned building Plan being No. 719 dated 19/08/2017 vide Memo No. 540/E/VII-4 dated 12/09/2017 and by its own power would carry out the process of transfer to intending Purchaser of flat /unit / car parking space comprising in the proposed building and would also realize the cost of construction of the flat/unit/car parking space and common parts from the intending purchaser directly for self and the cost of the proportionate share

of interest in the land described in the **“First Schedule”** mentioned hereunder and as would be proportionate to each such flat/unit/car parking space and common parts through its All partners as well as the Power of Attorneys Holders for and on behalf of the OWNERS and upon receipt of such payment from the intending Purchaser the DEVELOPER through its all partners, shall select or/and elect the intending Purchaser for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/car parking space agreed to be acquired by the intending Purchaser to the DEVELOPER through its all partners who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land and all the aforesaid activity including the execution of documents and agreements or application loan from any bank or financial institution or in any Govt. Office or/and discharge of all duties regarding signing in the Deeds on behalf of the Firm etc. to done and to be executed by its All partners.

AND WHEREAS the aforesaid DEVELOPER through its partners started the process of making construction of the proposed multistoried building comprising several Residential Flats/Units and Car Parking Spaces whom the DEVELOPER through its all partners would procure on its own and such intending purchaser shall pay consideration money to the DEVELOPER through its all partners for the Residential Flats/Units and Car Parking Spaces, as well as undivided proportionate and impartible share of the land out of the land described in the schedule hereunder written save and except the land which will be allotted in favour of the **OWNERS** after constructing the said multistoried Residential Building as per the sanctioned plan from Burdwan Municipality and whereas the Super Built Up Area of every Flat means super built-up area is the built up area plus proportionate area of common areas such as the lobby, lifts shaft, stairs, etc. The plinth area along with a share of all common areas proportionately divided amongst all unit owners makes up the Covered Area.

AND WHEREAS the aforesaid DEVELOPER firm through its partners started and continued and carried on the process of making construction of the proposed multistoried building comprising several Residential Flats/Units and Car Parking Spaces and the DEVELOPER through its partners would procure and incur the cost on its own and for such, in regard to the DEVELOPER's Allocation, the intending purchasers have paid consideration money to the DEVELOPER through its partners for the Residential Flats/Units and Car Parking Spaces, as well as undivided proportionate and impartible share of the land out of the land described in the "**First Schedule**" hereunder written save and except the remaining and left out land which will be allotted in favour of the OWNERS after constructing the said multistoried Residential Building as per the sanctioned plan from Burdwan Municipality being No. 962 dated 19/05/2015 vide Memo No. 543/E/VII-4 dated 08/06/2015 and subsequently sanctioned building Plan being No. 719 dated 19/08/2017 vide Memo No. 540/E/VII-4 dated 12/09/2017 and whereas the Super Built Up Area of every Flat means super built-up area is the built up area plus proportionate area of common areas such as the lobby, lift, lifts shaft, stairs, etc. The plinth area along with a share of all common areas proportionately divided amongst all unit owners makes up the super built-up area which in this case means 20% (a little more or less) on and over the Covered Area.

AND WHEREAS the Purchasers, the party of the **THIRD PART** decided to purchase one**BHK Flat** being **Flat No. "....."** (*also regarded as well as called and known as "....."*) located on theth **Floor** of the **G+5** Storied Building named and styled as "**SAMANT ENCLAVE**" on the Side of the saidth (*.....*) **Floor** measuring Super Built Up Area of **Sq. Ft.** (a little more or less) and having Covered Area of **Sq. Ft.** (A Little More or Less) and having Carpet Area of **Sq. Ft.** (A Little More or Less) and One Wheeler i.e., Parking Space measuring an area of **Sq. Ft.** in the Ground Floor of the said Building approached the Owners and Developer and the Owners and the developer agree to sell the said flat and Parking Space with undivided proportionate share in land and

common benefits for a total consideration of **Rs./- (Rupees Only)** and in that regard the parties to this Deed have entered into an Agreement for Sale datedth **of 201....** in order to sale out the said Flat and the said Parking Space in favour of the PURCHASERS.

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

AND WHEREAS the said Flat and the said Parking Space have since completed in habitable and usable condition and Purchasers have paid the full contractual amount of **Rs./- (Rupees Only)** being the total sale proceed which includes the cost of land share and cost of the Flat and the said Parking Space to the Owner and to the Developer/Confirming Party and Purchasers have got delivery of possession of the Flat and the said Parking Space to the satisfaction and they have now requested the Owners and Developer/Confirming Party to transfer the said Flat and the said Parking Space in their favour by a registered deed of conveyance.

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

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

1.1. OWNERS:

1. MR. TAPAN KUMAR SAMANTA, S/o
Late Ajit Kumar Samanta, by nationality Indian, by faith Hindu, by occupation Cultivation cum Enjoyment of Usufructs of Property, residing at 321, Baranilpur Road, P.O. Sripally, City & P.S. Burdwan & Dist. Purba Barddhaman, Pin - 713103;
PAN: AKAPS3270J;

2. MR. TARUN KUMAR SAMANTA, S/o
Late Ajit Kumar Samanta, by nationality Indian, by faith Hindu, by occupation Cultivation cum Enjoyment of Usufructs of Property, residing at 321, Baranilpur Road, P.O. Sripally, City & P.S. Burdwan & Dist. Purba Barddhaman, Pin - 713103;
PAN: EILPS7516A;

3. MR. DIPAK KUMAR SAMANTA, S/o
Late Ajit Kumar Samanta, by nationality Indian, by faith Hindu, by occupation Cultivation cum Enjoyment of Usufructs of Property, residing at 321, Baranilpur Road, P.O. Sripally, City & P.S. Burdwan & Dist. Purba Barddhaman, Pin - 713103;
PAN: ENGPS4143R;

4. MR. ANIRBAN SAMANTA, S/o Late Dilip Kumar Samanta, by nationality Indian, by faith Hindu, by occupation Service, residing at 321, Baranilpur Road, P.O. Sripally, City & P.S. Burdwan & Dist.

Purba Barddhaman, Pin – 713103; **PAN: BVUPS2855K; and**

5. MRS. MITASRI SAMANTA, W/o Late Dilip Kumar Samanta, by nationality Indian, by faith Hindu, by occupation Housewife, residing at 321, Baranilpur Road, P.O. Sripally, City & P.S. Burdwan & Dist. Purba Barddhaman, Pin – 713103; **PAN: EOFPS4794E;**

1.2. VENDORS cum SELLERS:

1. MR. TAPAN KUMAR SAMANTA, S/o Late Ajit Kumar Samanta, by nationality Indian, by faith Hindu, by occupation Cultivation cum Enjoyment of Usufructs of Property, residing at 321, Baranilpur Road, P.O. Sripally, City & P.S. Burdwan & Dist. Purba Barddhaman, Pin – 713103; **PAN: AKAPS3270J;**

2. MR. TARUN KUMAR SAMANTA, S/o Late Ajit Kumar Samanta, by nationality Indian, by faith Hindu, by occupation Cultivation cum Enjoyment of Usufructs of Property, residing at 321, Baranilpur Road, P.O. Sripally, City & P.S. Burdwan & Dist. Purba Barddhaman, Pin – 713103; **PAN: EILPS7516A;**

3. MR. DIPAK KUMAR SAMANTA, S/o Late Ajit Kumar Samanta, by nationality Indian, by faith Hindu, by occupation Cultivation cum Enjoyment of Usufructs of Property, residing at 321, Baranilpur Road, P.O. Sripally, City & P.S. Burdwan &

Dist. Purba Barddhaman, Pin – 713103;

PAN: ENGPS4143R;

4. MR. ANIRBAN SAMANTA, S/o Late Dilip Kumar Samanta, by nationality Indian, by faith Hindu, by occupation Service, residing at 321, Baranilpur Road, P.O. Sripally, City & P.S. Burdwan & Dist. Purba Barddhaman, Pin – 713103; **PAN: BVUPS2855K; and**

5. MRS. MITASRI SAMANTA, W/o Late Dilip Kumar Samanta, by nationality Indian, by faith Hindu, by occupation Housewife, residing at 321, Baranilpur Road, P.O. Sripally, City & P.S. Burdwan & Dist. Purba Barddhaman, Pin – 713103; **PAN: EOFPS4794E;**

1.3. OWNERS' ATTORNEYS:

1. SMT. MOUMITA HALDER, W/o Sri Soumitra Halder, by caste Hindu, by profession business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin – 713166; **PAN. ADJPH8811J,**

2. SRI SOUMITRA HALDER, S/o Late Sujoy Krishna Halder, by caste Hindu, by profession Business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; **PAN. ABHPPH2544N; and**

3. SRI SAMBHU NATH CHANDRA, S/o Late Panchu Gopal Chandra, by caste Hindu, by profession Business, resident of 84 G.T. Road (West), P.O. & P.S. Rishra,

Dist. Hooghly; **PAN. ACEPC7788F**; all of them representing themselves and all being the Representatives and Partners of the Developer Firm namely "**GREEN APPY**" (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at Monirampur Beniapara, 48 Rampada Halder Road, Post Office: Barrackpore, P.S. Barrackpore, Dist. North 24-Parganas, Pin - 700120, **PAN: AALFG0513D** [vide Registered Power of Attorney Deeds being Deed No. I-2575 for 2013 duly registered before the District Sub-Registrar-II, Burdwan and incorporated in Book No. I, CD Volume No. 7, Page No. 3012 to 3054 AND Deed No. I-3532 for 2016 duly registered before the District Sub-Registrar-II, Burdwan and incorporated in Book No. I, Volume No. 202-2016, Page No. 56586 to 56614 AND Deed No. I-3533 for 2016 duly registered before the District Sub-Registrar-II, Burdwan and incorporated in Book No. I, Volume No. 202-2016, Page No. 56615 to 56694].

1.4. DEVELOPER:

"GREEN APPY" (a Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at C/o Amitava Paul, Monirampur Beniapara, 48 Rampada Halder Road, Post Office: Barrackpore, P.S. Barrackpore, Dist. North 24-Parganas, Pin - 700120,

PAN. AALFG0513D; represented by its Partners namely **(i) SMT. MOUMITA HALDER**, W/o Sri Soumitra Halder, by caste Hindu, by profession business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; **PAN. ADJPH8811J**; **(ii) SRI SOUMITRA HALDER**, S/o Late Sujoy Krishna Halder, by caste Hindu, by profession Business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; **PAN. ABHPH2544N**; and **(iii) SRI SAMBHU NATH CHANDRA**, S/o Late Panchu Gopal Chandra, by caste Hindu, by profession Business, resident of 84 G.T. Road (West), P.O. & P.S. Rishra, Dist. Hooghly; **PAN. ACEPC7788F**;

- 1.5. PURCHASERS/VENDEES:**
- 1) MR./MRS./MISS**,
Son/Wife/Daughter of,
Occupation -, by faith Hindu,
by Nationality Indian, resident of
.....; presently residing at
.....; **PAN -**;
- 2) MR./MRS./MISS**,
Son/Wife/Daughter of,
Occupation -, by faith Hindu,
by Nationality Indian, resident of
.....; presently residing at
.....; **PAN -**;

1.6. PREMISES/ PROPERTY: **ALL THAT PIECES AND PARCELS OF LAND WITH STRUCTURE THEREON**

appertaining to R.S. Khatian No. 1359, R.S. Plot No. 670 and 672 appertaining to L.R. Plot No. 1345, L.R. Khatian Nos. 6346, 6345, 6344, 8117 and 8118, Class - Bastu, measuring an area of 11309 Sq. Ft. (a little more or less) or 15 Kathas 11 Chatak 14 Sq. Ft of Land (a more or less) situated within Mouza Balidanga, J.L. No. 35, within P.S. Burdwan and Dist. Purba Barddhaman, Holding No. 321, Ward No. 14, Mahalla. Baranilpur Suhrid Pally within the jurisdiction of Burdwan Municipality under A.D.S.R. Office at Burdwan with Structure thereon (being a Residential G (Ground) + (Plus) 5 (Five) Storied Residential Building comprising of several Residential Flats and Parking Spaces) named and styled as "SAMANT ENCLAVE" which has been constructed as per Municipality Sanctioned plan being No. 962 dated 19/05/2015 vide Memo No. 543/E/VII-4 dated 08/06/2015 and subsequently sanctioned building Plan being No. 719 dated 19/08/2017 vide Memo No. 540/E/VII-4 dated 12/09/2017 whereas the Property is having the Approach Project Road of 10 Ft. Wide Road.

1.7. TITLE DEEDS :

Shall means the Deed of Ownership.

1.8. BUILDING :

Shall mean Multistoried (G+5 Storied) Building named and styled as "SAMANT ENCLAVE" constructed on FIRST

SCHEDULE in accordance with the sanctioned building plan of Burdwan Municipality being No. 962 dated 19/05/2015 vide Memo No. 543/E/VII-4 dated 08/06/2015 and subsequently sanctioned building Plan being No. 719 dated 19/08/2017 vide Memo No. 540/E/VII-4 dated 12/09/2017 for construction of residential purpose only hereinafter called the "Said Building".

1.9. COMMON FACILITIES :

Shall include lift, corridors, roof, transformer, ways, passages, staircase, passage ways, drive ways, overhead tank, water reservoir, septic tank and other facilities which may be actually agreed upon between the parties and required and for the establishment, location enjoyment, maintenance and/or management of the said building.

1.10. COMMON AMENITIES:

Shall construe the same meaning as of "COMMON FACILITIES".

1.11. SALEABLE SPACE:

Shall mean the space in the building available for independent use and occupation after making due provisions for common facilities.

1.12. BUILDING PLAN:

Shall mean the plan sanctioned by the Burdwan Municipality being No. 962 dated 19/05/2015 vide Memo No. 543/E/VII-4 dated 08/06/2015 and subsequently sanctioned building Plan being No. 719 dated 19/08/2017 vide Memo No. 540/E/VII-4 dated

12/09/2017 with its alterations, modifications.

1.13. SAID FLAT & PARKING: Shall mean theBHK Flat being **Flat No. "....."** (also regarded as well as called and known as ".....") located on theth **Floor** of the **G+5** Storied Building named and styled as "**SAMANT ENCLAVE**" on the Side of the saidth (.....) **Floor** measuring Super Built Up Area of **Sq. Ft.** (a little more or less) and having Covered Area of **Sq. Ft.** (A Little More or Less) and having Carpet Area of **Sq. Ft.** (A Little More or Less) in the said Residential G (Ground) + (Plus) 5 (Five) Storied Building comprising of several Residential Flats and Parking Spaces whereas the Flat being 1 (One) Residential Flat total consisting of (.....) Bedrooms, (.....) Living cum Dining cum Hall, (.....) Kitchen, (.....) Balcony/Verandah and (.....) Toilets and One Covered (.....) Wheeler i.e., Car Parking Space being measuring an area of **Sq. Ft.** (A Little More or Less) in the Ground Floor of the said Multistoried (G+5) Building together with undivided proportionate share of the land under-earth including right of easements, common facilities and amenities annexed thereto morefully

described in “**Part-I**” and “**Part-II**” of the “SECOND SCHEDULE”.

1.14. TRANSFER:

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

1.15. BUILT UP AREA :

Shall mean and include the covered area of the “Second Schedule” mentioned Residential Flat and Parking Space, external and internal walls and columns, as specified in the Plan being No. 962 dated 19/05/2015 vide Memo No. 543/E/VII-4 dated 08/06/2015 and subsequently sanctioned building Plan being No. 719 dated 19/08/2017 vide Memo No. 540/E/VII-4 dated 12/09/2017 which is sanctioned by the Burdwan Municipal Authority.

1.16. SUPER BUILT UP AREA :

Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of 20% (Twenty Percent) to be built-up and/or the covered area of the Unit/Flat and shall mean and include the covered area of the particular flat and also include the proportionate share of each flat in the

common spaces, common areas, underground water reservoir, overhead water tanks, stair cases, walls, lobbies, corridors, and in all areas which is used for locating common services for eliminating of any disputes in the measurement of the proportionate share of each flat in the common areas.

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

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

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

right and obligations of the Purchaser/s and the common use and enjoyment thereof.

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

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

1.22. SINGULAR: Shall mean plural and vice versa.

1.23. MASCULINE: Shall include feminine and vice versa.

NOW THIS INDENTURE WITNESSETH THAT :-

IN PURSUANCE of the said Registered **Deed of Agreement for Development and Power of Attorney** which was executed on 19th June, 2013, registered on 21st June of 2013 being Deed No. 2575 for 2013 duly registered before the District Sub-Registrar-II, Burdwan and incorporated in Book No. I, CD Volume No. 7, Page No. 3012 to 3054 and the said **Deed of Memorandum of Understanding cum Deed of Declaration** being Deed No. I-3515 for 2016 duly registered before the District Sub-Registrar-II, Burdwan and incorporated in Book No. I, Volume No. 202-2016, Page No. 56328 to 56356 and the said **Development Power of Attorney** being Deed No. I-3532 for 2016 duly registered before the District Sub-Registrar-II, Burdwan and incorporated in Book No. I, Volume No. 202-2016, Page No. 56586 to 56614 and also the aforesaid **Development Agreement cum Development Power**

of Attorney which was registered at the Office of the D.S.R.-II, Burdwan and became Deed No. I-3533 for 2016 duly registered before the District Sub-Registrar-II, Burdwan and incorporated in Book No. I, Volume No. 202-2016, Page No. 56615 to 56694 and in pursuance of the Burdwan Municipality Sanctioned Plan being No. 962 dated 19/05/2015 vide Memo No. 543/E/VII-4 dated 08/06/2015 and subsequently sanctioned building Plan being No. 719 dated 19/08/2017 vide Memo No. 540/E/VII-4 dated 12/09/2017 and in terms with the Agreement for Sale datedth **of 201**..... as entered upon between the all parties in connection to purchase the schedule mentioned Flat and Parking Space and in lieu of the consideration of **Rs./- (Rupees Only)** paid by the Purchasers to the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party which includes the cost of the proportionate share in land and as well as the cost of the Residential Flat and Parking Space in concurrence and consent of the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party and the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party hereby the receipt of such payment of **Rs./- (Rupees Only)** where of the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party themselves hereunder doth admit and acknowledge as per memo of consideration/receipt below and of and from the payment of the same forever release, discharge and acquit the PURCHASERS CUM VENDEES and the said undivided share of land at the premises referred to in the **“First Schedule”** herein and the said Residential Flat and Parking is referred to in the **“Second Schedule”** with rights in common areas and benefits attributable to the said Residential Flat and Parking Space and all appurtenances thereto and the Owners cum Sellers cum Vendors through their representative Attorneys doth hereby grant, sell, convey, transfer, assign and assure **ALL THAT** Residential Flat and Parking Space together with undivided proportionate share in land attributable to the Residential Flat and Parking Space fully described in the **“Second Schedule”** hereunder written together with all common rights and

facilities attributable thereto referred to in "Third Schedule" in favour of the PURCHASERS and the Developer themselves being the Confirming Party hereby doth hereby concur and confirm the sale and the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party hereunder release discharge and acquit and transfer the PURCHASERS all that the said Residential Flat and Parking Space together and common benefits fully described in the "Third Schedule" hereunder written in the earlier constructed building lying and situate at the premises referred to in the "First Schedule" hereinafter and the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party doth hereby grant, sell, convey, transfer, assign, and assure unto the Party to the THIRD PART being PURCHASERS CUM VENDEES **TO HAVE AND TO HOLD ALL THAT** all that undivided proportionate share in land and the said Residential Flat and Parking Space and the reversion or reversions, remainder or remainders and the rents, issues and profits and all the estate, rights title, interest, property, claim and demand whatsoever of the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party unto or upon the PURCHASERS CUM VENDEES and the said Residential Flat and Parking Space and all other benefits hereby granted, sold, conveyed transferred assigned and assured or expressed so to be **TOGETHER FURTHER WITH** and subject to the easements or quasi-easements and other stipulations and provisions in connections with the beneficial common use and enjoyment of the said Residential Flat and Parking Space and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressly so **AND ALSO SUBJECT** to the PURCHASERS CUM VENDEES paying and discharging all proportionate taxes, impositions and other common expenses, service charges and maintenance charges and other charges relating to the premises referred to in the "Fourth Schedule" herein.

THE OWNERS CUM SELLERS CUM VENDORS THROUGH THEIR REPRESENTATIVE ATTORNEY AND DEVELOPER/CONFIRMING PARTY i.e., the PARTY TO THE FIRST AND SECOND PART DOTH HEREBY

CONVENANT WITH THE PURCHASERS CUM VENDEES i.e., the PARTY TO THE THIRD PART as follows :-

1. That the Purchasers shall have only right to the "Second" Schedule mentioned Flat and Parking Space only but they will not claim any right/kind whatsoever right in any other flat and parking space of the "First" Schedule mentioned property and building standing thereon.
2. The Purchasers shall maintain the inner portion of the "Second" Schedule mentioned Flat and Parking Space Area, but the other portion is to be maintained jointly with the other flats owners of the "FIRST" Schedule building by paying proportionate charges for maintenance.
3. The Purchasers at their own cost shall take separate electric meter for enjoyment of electric energy in the "SECOND" Schedule mentioned Flat. The meter can be installed in a common meter space of "FIRST" Schedule property. The Purchasers after taking meter in their own names shall pay meter rent and electric charges at their own risk and responsibility.
4. The rights of the PURCHASERS of the "SECOND" Schedule mentioned Flat and Parking along with the proportionate interest in the common areas and facilities shall be inheritable and transferable like other immovable property. The PURCHASERS shall have every right to transfer, let out and lease out, mortgage the "SECOND" Schedule mentioned Flat and Parking Space in the premises purchased or acquired by the Purchasers TOGETHER WITH ALL the benefits and facilities as herein provided.
5. The Purchasers shall apply for mutation of their own names for separate assessment of "SECOND" Schedule mentioned Flat and Parking Space and shall pay Municipal Tax directly in their own name(s) and so long "SECOND" Schedule mentioned Flat and Parking Space is not separately assessed. The PURCHASERS shall pay proportionate Municipal Tax which will be determined by the Municipality; so long Association is not formed.

6. That the PURCHASERS shall enjoy the super-built up area of the said Second Schedule mentioned flat along with rights in common lawfully entitled thereto all sewers, drains, water courses and all proportionate rights in all the common areas as mentioned in "Third Schedule" hereinabove.
7. That the PURCHASERS shall become and remain member of the Association to be formed by the flat owners for safe guarding and maintaining all matters of common interest like repairs, white washing, color washing and or painting of the common parts of the Building and repairing of passage, staircases, compound walls and all other common amenities.
8. That the PURCHASERS shall observe and perform the terms and condition and byelaws and rules of Association and their successor - in interest shall not by virtue of this deed acquire any right or rights which would be prejudice the free use and enjoyment of the common rights by the owners and occupiers of the other flats.
9. That the PURCHASERS shall have the right to enter into any other flat in the said building for the purpose of effecting repair of service pipe lines, electrical line and portion of their flat as may reasonably necessitated such entry with a three days' advance intimation (except emergency) to their for such intended entry. The owner concerned shall and will allow the owners of the other flat such entry into their flats under similar notice in writings.
10. That the association of the flat owners shall be formed by the Purchasers herein jointly with other similar flat owners in the said building complex and to that effect submit necessary documents to the competent authority according to the provision of West Bengal Apartment Ownership Act, 1972 and in that case every Purchaser shall and will sign and execute all necessary forms returns, declarations, and other documents as may from time to time become necessary.
12. The PURCHASERS CUM VENDEES being absolute owner shall have the rights to sell, transfer, mortgage lease or otherwise alienate and

encumber the Residential Flat and Parking Space hereby conveyed without interference of any person or persons.

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

of the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party derive from his/her/their respective right, title and interest save and except demolishing and committing waste in respect of the property.

21. The PURCHASERS CUM VENDEES shall have the right of execution, maintenance, repairing replacing, painting of the doors, windows inside decoration of the said Residential Flat and Parking Space provided any such act, does not cause obstruction or nuisance or permanent obstruction to the other Residential Flats owners.
22. The Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party shall from to time and at all times hereafter upon every reasonable request and at the cost of the PURCHASERS CUM VENDEES make do acknowledge, exercise, execute and register and cause to be made, done and registered all such further deed/deeds as shall be reasonable required to perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the right, title and interest of the conveyed property and the right of use and enjoyment of common user facilities attributable thereto.
23. The unsold saleable space on the Ground Floor and Car parking spaces in the building shall remain property of the Developer only who constructed the building being the Confirming Party. The Developer alone shall have full and exclusive right, title and interest and authority to sale the aforesaid Parking Space with all rights and facilities of common area and benefits now being enjoyed by the Developer and Landowner and other units holder as the Developer think fit and proper and the said parking spaces on the Ground Floor shall not be treated as common portion of the building.
24. That the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party will be strictly duty bound to clear all ambiguities and anomalies in respect of the "First Schedule" mentioned Property strictly liable to make the property free from all encumbrances, charge, lien or liability in order to acquire a good title

over the "First Schedule" mentioned property without any interference or intervention of any or by any other person or any charge, lien or any such other liability and in default in respect of such terms and conditions by the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party, the PURCHASERS CUM VENDEES will be free and will have right to get the entire consideration money of the sale back along with compensation and in default will have the right to initiate and bring legal action against the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party.

25. That the PURCHASERS shall have full right and privilege to use the main common driveway and common area in the Parking Space Zone as the Pathway as well as Driveways and the way to approach at the Parking Area of the Building but in no manner the Purchasers shall obstruct the said common driveway and common area in the Parking Space Zone by way of keeping and/or throwing and/or storing and/or putting any kind of article and/or garbage and/or any kind of item and/or any sort of vehicle and/or whatsoever and the Purchasers shall also have the right to use and enjoy the alternative way to approach at the Building and Parking Spaces and may use the same as the Pathway and Road as well as Driveways and the way to approach at the Parking Area of the Building but the OWNERS along with the present Purchasers and also the other Purchasers of the Residential Units of the present Building will reserve the pathway right in respect of, on and over the alternative way cum road and in that regard the OWNERS along with the present Purchasers and also the other Purchasers of the Residential Units of the present Building and also the DEVELOPER may itself or any of its staffs or any other person as allowed and permitted by the said DEVELOPER and the OWNERS along with the present Purchasers and also the other Purchasers of the Residential Units of the present Building to use and utilize the said road and in that regard no person will have any right to cause obstruction or hindrances or objection and if any of such is

caused, then that will not be taken into consideration and will have no effect at all.

THE PURCHASERS CUM VENDEES i.e., the PARTY TO THE THIRD PART DOTH HEREBY COVENANT AND AGREE WITH THE OWNERS CUM SELLERS CUM VENDORS THROUGH THEIR REPRESENTATIVE ATTORNEY and DEVELOPER/CONFIRMING PARTY i.e., the PARTY TO THE FIRST AND SECOND PART as following :-

1. The PURCHASERS neither have not shall claim from the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party any right, title and interest in any other part or portion of the building save and except the Residential Flat and Parking Space hereunder conveyed but shall have common rights and facilities and benefits provided only in "Third Schedule" hereunder written.
2. The PURCHASERS CUM VENDEES shall not at any time claim partition of the undivided proportionate share in the land or the common portion and common areas and facilities.
3. The PURCHASERS CUM VENDEES shall use the Residential Flat and Parking Space for personal and residential purpose only. The PURCHASERS CUM VENDEES shall regularly and punctually pay the proportionate share of common expenses from the date of delivery of possession of the Residential Flat and Parking Space.
4. The PURCHASERS CUM VENDEES shall be liable to pay proportionately all common charge common electricity, generator other levies and outgoing maintenance charges and repairs of common portions and repairs and painting of the outer walls of the building, and other expenses necessary for the said building from the date of delivery of possession of the Flat and Parking Space.
5. The PURCHASERS CUM VENDEES shall get the Residential Flat and Parking Space mutated in the records of the BLLRO, Burdwan-1 and in the records of the Burdwan Municipality and other authorities and shall pay all taxes and impositions separately along with the proportionate

common expenses and water charges etc. to be levied thereon from the date of delivery of possession of the Residential Flat and Parking Space.

6. The PURCHASERS CUM VENDEES along with other Owners of all other Residential units of all other portions of the Building shall form a service organization for management and maintenance of the building and shall abide by the rules and regulation and bye laws of the said Association or Organization as the case may be.
7. The PURCHASERS CUM VENDEES shall not independently decorate the exterior of the said building and shall not make any structural additions or improvement in the said Residential Flat and Parking Space as well as in the said building and shall not disturb or attach or break the constructions of the said building nor shall do any act whereby the construction and/or safety and stability of the said building may be prejudiced and/or effected. The PURCHASERS CUM VENDEES along with other owners and occupiers shall keep the said building and common areas and facilities and common installations in good repairable condition.
8. The PURCHASERS CUM VENDEES shall not keep or throw, dirt, rubbish rags refuse or other articles in the stairs or in common passage in the said buildings and shall not block the common passage in any manner whatsoever.
9. The PURCHASERS CUM VENDEES shall not store any inflammable, combustible explosive or offensive and hazardous articles in the Residential Flat and Parking Space or elsewhere surrounding the building. The Purchasers have taken inspection of the Residential Flat and Parking Space and found it is good habitable condition and order and has got no dispute thereof and accepted possession of the said Residential Flat and Parking Space.
10. That the terms, conditions and stipulations made herein contained shall be final and conclusive and shall prevail over any other contrary conditions and stipulations made herein before.

11. It is mutually agreed between the parties herein that for the purpose of any proximate or contingent other Phase construction works period for other floors PURCHASERS CUM VENDEES shall not be entitled to make any objection, claim, right to egress and ingress of Path Ways of the building provided that if the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party duly obtains the No-Objection cum Consent Certificate from the Flat Owners.
13. That the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party will have the exclusive right over all garages which will remain as unsold and in respect of those unsold Garages or Car Parking Space, the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party may transfer or alienate or convey the same in favour any person may an individual or a juristic entity as per its own wish and in that respect the PURCHASERS CUM VENDEES or any other person/s cannot raise any objection in that regard and if such is raised then that will have no effect and will be absolutely negligible.
14. That the PURCHASERS CUM VENDEES hereby admit that the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party had complied all terms and conditions of Mutual Agreement and the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party hereby admit that the PURCHASERS CUM VENDEES had also complied all terms and conditions of Agreement for Sale.
15. That the PURCHASERS CUM VENDEES will pay all charges of Municipal tax and revenue and other payable statutory charges in respect of the purchased property and other facilities as described in this indenture.
16. That the project and the Building constructed at the said premises named and styled as "**SAMANT ENCLAVE**" and the same shall always be known by the said name. The Association, the Maintenance agency, the Purchaser/s herein and/or the Unit/Flat/Car parking Owners and Occupiers shall not be entitled to change the same name under any circumstances whatsoever.

17. That so long the society or association is not form for the purpose of utilizing common facilities, electricity etc. the all of the Flat Owners shall have the full and absolute liability and responsibility to bear the cost of such common facilities, electricity etc. and in that regard one common fund is to be created and in that fund all the Flat Owners are bound to deposit equal and equivalent amount of fund in order incur all the expenses related to common facilities, electricity etc. and the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party will have no right to disconnect or to discontinue any such facilities/electric connection AND the PURCHASERS CUM VENDEES further agrees and covenant with the Owners cum Sellers cum Vendors through their representative Attorneys and Developer/Confirming Party that so long the Municipality and other Statutory rate and taxes and other levies are not being assessed separately by the authority concerned in respect of the said land and premises the PURCHASERS CUM VENDEES will pay the appropriate rates, taxes, charges and all outgoings as will be fixed by Owners cum Sellers cum Vendors through their representative Attorneys and in terms of such payment each Flat Owner is bound to deposit equal and equivalent amount of fund in order incur all the expenses in that regard without raising any objection and the PURCHASERS CUM VENDEES covenant and agrees to observe perform and comply with the terms and condition set out and mentioning various clauses of the "Fourth Schedule" hereunder written.
18. That after the date of delivery of the Second Schedule mentioned Flat and Parking Space the Purchasers shall at their own costs and expenses do the followings: -
- a) To keep the unit and every part of thereof and all fixtures and fittings therein or exclusively for the unit properly maintain and the good repair and in a neat and clean condition.
 - b) To use the unit and all common portions carefully peaceably and quietly and only for the purpose of residence.

- c) The Purchasers from their own cost shall maintain the flat and common area commonly with other owners.

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

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

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

land described in the FIRST SCHEDULE and the road may be used as normal and regular basis by probable or future purchasers or any person associated with such projected or proposed development.

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

OWNERS cum VENDORS cum SELLERS through their Representative Attorneys hereby relinquish all rights, title, interest and possession whatsoever in favour of the **PURCHASERS cum VENDEES** and the **DEVELOPER** being the Confirming Party hereby confirms the sale without any objection whatsoever.

The said **Flat** in theth **Floor** of the G+5 Storied Residential Flat Building as specified in the Second Schedule of this Deed and the said **Parking Space** in the **Ground Floor** of the G+5 Storied Residential Flat Building as specified in the Second Schedule of this Deed has been specifically demarcated and portrayed in the Maps which are annexed herewith this indenture and which will be treated as part and parcel of this Deed of Sale.

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

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

Registration Fees of **Rs./- (Rupees Only)** has been also been paid through e-Payment Process of GRIPS Portal.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

ENTIRE PROPERTY/PREMISES (PROJECT PROPERTY/PREMISES)

ALL THAT PIECES AND PARCELS OF LAND WITH STRUCTURE THEREON appertaining to R.S. Khatian No. 1359, R.S. Plot No. 670 and 672 appertaining to L.R. Plot No. 1345, L.R. Khatian Nos. 6346, 6345, 6344, 8117 and 8118, Class - Bastu, measuring an area of 11309 Sq. Ft. (a little more or less) or 15 Kathas 11 Chatak 14 Sq. Ft of Land (a more or less) situated within Mouza - Balidanga, J.L. No. 35, within P.S. Burdwan and Dist. Purba Barddhaman, Holding No. 321, Ward No. 14, Mahalla. Baranilpur Suhrid Pally within the jurisdiction of Burdwan Municipality under A.D.S.R. Office at Burdwan with Structure thereon (being a Residential G (Ground) + (Plus) 5 (Five) Storied Residential Building comprising of several Residential Flats and Parking Spaces) named and styled as "SAMANT ENCLAVE" which has been constructed as per Municipality Sanctioned plan being No. 962 dated 19/05/2015 vide Memo No. 543/E/VII-4 dated 08/06/2015 and subsequently sanctioned building Plan being No. 719 dated 19/08/2017 vide Memo No. 540/E/VII-4 dated 12/09/2017 whereas the Property is having the approach road of 10 Ft. Wide Project Road.

At present Land revenue is payable to the B.L.& L.R.O. Burdwan-1.

And the Said Project Property/Premises is Butted and Bounded by.

On the North: Property of Late Pradip Kumar Ghosh's Family,

On the South: Property of Late Rai Samanta's Family

On the East: Property of the Owners cum Vendors cum Sellers of this Deed
(L.R. Plot No. 1345)

On the West: 14 Ft. Wide Municipality Metal Road

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART- I

'SAID UNIT/FLAT'

ALL THAT PIECE AND PARCEL of theBHK Flat being **Flat No. "....."** (also regarded as well as called and known as ".....") located on theth **Floor** of the **G+5** Storied Building named and styled as "**SAMANT ENCLAVE**" on the Side of the saidth (.....) **Floor** measuring Super Built Up Area of **Sq. Ft.** (a little more or less) and having Covered Area of **Sq. Ft.** (A Little More or Less) and having Carpet Area of **Sq. Ft.** (A Little More or Less) in the said Residential G (Ground) + (Plus) 5 (Five) Storied Building comprising of several Residential Flats and Parking Spaces whereas the Flat being 1 (One) Residential Flat total consisting of (.....) Bedrooms, (.....) Living cum Dining cum Hall, (.....) Kitchen, (.....) Balcony/Verandah and (.....) Toilets together with the proportionate share of land contained at and under the said premises and further together with the all rights of common user of Path, passage, stair, lift, lobby, roof, transformer, water pump, water reservoir and tank sanitary, cable etc. meant for common use of the at First schedule mentioned building being common areas, benefits, amenities, facilities and others thereof of the Building Constructed and upon the **FIRST SCHEDULE** premises above together with benefit of common areas and facilities referred to in the Third Schedule herein and the said Flat has been specifically demarcated and portrayed in the map and bordered with "**RED**" colour and the said Map is annexed herewith this indenture and which will be treated as part and parcel of this Deed of Sale.

And the Said Flat is Butted and Bounded by.

On the North:,

On the South:,

On the East:,

On the West:

PART- II

SAID PARKING SPACE

ALL THAT PIECE AND PARCEL of One Covered Car cum 4 (Four) Wheeler Parking Space measuring an area of **Sq. Ft.** in the Ground Floor of the said Residential G (Ground) + (Plus) 5 (Five) Storied Building named and styled as "SAMANT ENCLAVE" comprising of several Residential Flats and Parking Spaces, is hereby transferred and sold by the OWNERS and DEVELOPER in favour of the PURCHASERS and the Purchasers obtain the said cum (.....) Wheeler Parking Space and it appertaining Right of Parking in the specified area of the said Building and the said Wheeler Parking Space has been mentioned in the Map and marked as Parking Space No. "P-....." and specifically demarcated, portrayed and bordered with "RED" colour and the said Map is annexed herewith this indenture and which will be treated as part and parcel of this Deed of Sale.

PART- III

(SPECIFICATION OF FLAT)

FLOOR: - All flooring including kitchen, rooms, Hall, Verandah, Balcony etc. is of Vitrified Tiles but the Toilet is of Marble. Stair and Landing will be finished with marble with skirting.

WATER SUPPLY: - Water works from competent authority or relevant resources under government water scheme or underground's natural sources.

WALLS & STRUCTURE: - Reinforced concrete framed structure on the basis of the soil test Report as recommended by the Architect and Engineer and Conventional brickwork (3" to 5" inner wall with partition net at intervals as per true specification. Plaster finished with sand cement as per specified proportion and 8" to 10" outer wall with standard quality bricks finished with 1:6 plasters of sand and cement on both sides).

WALL FINISH: - Interior: All internal walls is plastered and finish with P.O.P/Putty.

Exterior: Walls is plastered and finished with weather coat acrylic emulsion water thin able exterior paint over a coat of acrylic primer.

Boundary walls is painted with snow - cem or cement based paint.

KITCHEN: -

Flooring: Marble, Cooking Platform with Black Stone/ Green Marble, Stainless Steel Kitchen Sink with normal water provision.

Wall: 2 ft. Ceramic tiles dado above working platform.

Cooking platform fitted 33" height over floor will be of Blackstone of 21" width, walls of kitchen is finished with glazed ceramic tiles up to 2'-0" height above platform and above wall skirting up to the required level in other areas. One S/S sink with quality fittings will be provided at the kitchen.

TOILET: -

Flooring: Marble, Walls ceramic Tiles up to height of 5 Ft. Branded C.P fittings. Concealed Plumbing and pipeline; Walls up to Lintel level 5'-0" above skirting will be finished with ceramic glazed Tiles, White color Indian Pan is fitted at the common Toilet.

DOORS: -

All door frames is of 4" X 2.5" section of Malaysian Sal wood of approved Quality. Entrance door and internal doors are of flash door. All the hardware fitting is of Aluminum. The internal doors have all the necessary locking arrangements like tower bolts, door knobs or ring etc. complete. One eye-whole will be fixed in the main door.

WINDOWS: -

Aluminum sliding frame with Glass panel.

GRILL WORK: -

All windows, including toilet and Verandah stair etc. is protected with iron grills.

ELECTRICAL: -

Fittings: Electrical switch and sockets.

Wiring: All internal wiring in concealed conduits. Convenient provision and distribution of light point and power plugs. But telephone, Cable television Point and A.C Point at extra costs; All electrical wiring is concealed type, using quality wires and fittings. Copper wires. Each bed room-Two light Point, one Plug Point, one Fan Point. Living Room cum dinning space- Two Light Point, one Fan Point, One Plug Point and one Freeze Point. Kitchen- One Light Point, One Power Point & One Exhaust Fan Point.

SANITARY & PLUMBING: - All internal Plumbing is of concealed pipes of CPVC/UPVC pipes and quality fittings.

External Plumbing is of UPVC pipes of the same brand and quality with ISI marked. Sewage and Rainwater pipes is supreme brand. All fittings like taps, Bibcock, stopcock, Pillar cock, Shower etc. is of standard quality. Each Toilet is provided with one shower, one Anglo Indian/European commode. Two nos taps are provided in the toilet and the floor is of cut piece marble. One basin tap is installed at the Dining Hall.

Sewerage underground connection up to master trap to Municipal drainage is made of and by good quality Pipe.

ADDITIONAL AMENITIES: - 24 hours water supply from deep tube well through submersible pump of suitable capacity and standard Quality or equivalent is pumped to Overhead Tank and then through distribution lines; A Lift of Four Passengers capacity is installed; Top of the roof is finished by P.C.C. All ground floor passage is of P.C.C. with neat cement finish by gray cement; Caretaker's Room at the Ground Floor; Common

Toilet at the Ground Floor; Concrete i.e., Cemented Tank is provided.

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON AREAS, RIGHTS & FACILITIES

- a) The land described in the First Schedule hereinabove and the Roof of the Building along with all easement rights and appurtenances adjacent to the land.
- b) The space within the building comprised of entrance therein, stair case, lift, lands and uses of roof for hanging clothes etc. for drying,
- c) The foundation, column beams, structures, main walls, the gates of the premises, building and space landings to the Building and staircases.
- d) The installation for common services such as the drainage systems in the premises, rain water pipe system, water supply arrangements including water and sewerage evacuation pipes from the flats to drains, sewer common to the said building and electric connection (except in the unit) and also the other civic amenities if any in the said premises.
- e) Lift, Staircase on all floors, staircase, landing on all floors & Roof
- f) Common passage form Municipality road to the ground floor staircase building, water pump, water tank and other plumbing installation and pump room.
- g) Electrical wiring motors, electrical fitting (except those which are installed for Particular unit), Electrical Sub – Station etc.
- h) Drainage and sewers.
- i) Bounding wall and main gate.
- j) Such other fitting, equipment and fixtures which are begin did neither use commonly nor the common purpose or needed for using the individual facilities.
- k) Water pipes (Save those inside the Flat)
- l) Installations for fire fighting, if any, of the BUILDING
- m) Wiring and accessories for lighting of BUILDING of common portions.
- n) Electrical Installations relating to meter for receiving electricity from Electricity Agency, pump and motor of the Building.

- o) Ground floor Lobby.
- p) Machinery of the BUILDING.
- q) Drains, Sewers, Septic tank and pipes of the BUILDING.
- r) Open and/or covered paths and passages inside the PREMISES which comprise of BOUNDARY WALLS.
- s) Water pipes (Save those inside the Building)
- t) Deep Tube well. Wiring and accessories for light of common portions of the premise.
- u) Pumps and motors reserved for use for common portion of the PREMISES,
- v) Light arrangements at the main gate, passage and in common areas of the PREMISES.

THE FOURTH SCHEDULE ABOVE REFERRED TO

COMMON EXPENSES

1. The cost of maintaining, replacing, painting, rebuilding, replacing, decorating the main structure of the said building including the exterior thereof and in particular the common portion of the roof, if any terrace landing and staircase of the building, shutters, rain water pipes, motor pump, water sources pipes, electrical wire sewerages drains and all other common parts of the fixtures fittings and equipments in under or upon the building enjoyed or used in commonly the occupier thereof.
2. The cost of acquisition and other legal proceeds, the cost of cleaning, lighting the main entrance, lawn, passage, landing staircase, main walls and other parts of the building enjoyed or used in common by the occupiers thereof.
3. The salaries of managers, clerks, bill collectors, Chowkidars, Darwans, plumbers, electricians, mails, sweepers etc. if any appointed.
4. The cost of working, repairs, replacement and maintenance of lift, light, pumps, other plumbing works including all other service charges for services rendered in common to all other occupiers.
5. All electricity charges payable in common as enjoyed or consumed in common by the occupiers hereof for the said building.

6. Such other expenses including printing and stationeries as also all litigation expenses incurred in respect of any dispute with the municipality or any other legal authorities in relation to the same as deemed by the vendor the committee entrusted with the management and upkeep of the said building.
7. The expenses of repairing, maintaining, white washing and colour washing the main structure, outer walls and common areas of the building.
8. The costs of cleaning and lighting the entrance of the building, the passages and spaces around the building lobby, lift, staircase and other common areas.
9. Municipality taxes, water taxes, insurance premium and other taxes and outgoing whatsoever as may be applicable and/or payable on account of the said premises.
10. Electrical installations relating to meter, transformer for receiving electricity from the Electricity Authority. Pump(s) and other common services as also minimum reasonable power of use within the said Unit/Flat.
11. Such other expenses as may be necessary for or incidental to the maintenance and up keeping the premises and common areas and amenities and all other facilities or installations, if any provided for the common use of the Unit/Flat of the premises and not covered by this Schedule mentioned hereinabove.
12. Betterment and/or development charges and any other tax, duty, levy or charges that may be imposed or charged, if any, in connection with the construction or transfer of the said Unit/s/ Flat/s/Car parking space/s and space/s unto and in favour of the Purchaser/s herein.

THE FIFTH SCHEDULE ABOVE REFERRED TO

COMMON SERVICE

The common services as stated above shall be declared before the competent authority under West Bengal Ownership Apartment Act, 1972 a amended up

to date. AND after obtaining certified copy of this conveyance the owner of all flats shall comply with the competent Authority under West Bengal Ownership Apartment Act, 1972 as amended up to date in Form Apartment Ownership Association Act.

IN WITNESSES WHEREOF, OWNERS cum SELLERS cum VENDORS through their **Constituent Power of Attorney Holders**, the **DEVELOPER**, the **PURCHASERS cum VENDEES** and **WITNESSES** after knowing the purpose and meaning of this deed, made over and read over to them by the witnesses in their another tongue and after satisfaction put their signatures in good health and open mind onth, 201.....

MEMO OF CONSIDERATION

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

WITNESSES:-

1.

SEAL & SIGNATURE OF THE POWER OF ATTORNEY HOLDERS REPRESENTING THE OWNERS CUM SELLERS CUM VENDORS

2.

1.

2.

3.

SEAL & SIGNATURE OF THE DEVELOPER

1.

Drafted by me & typed in my Office

2.

Rajdeep Goswami
Advocate
Enrollment No. F/1922/1694/2011
Burdwan Dist. Judges Court
Computerized Typed by Me

SIGNATURES OF THE PURCHASERS

Sk. Sabir
Nerodighi, Burdwan