

DRAFT

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made on this.....  
day of ....., 201.....

## **BETWEEN**

- a) **Sri Amitava Ghosh (PAN-ADFPG9103Q)**, son of late Sunil Kanti Ghosh, resident of 55 Rani Rashmoni Path, City Centre, Durgapur-16, Dist.-Burdwan, Pin-713216;
- b) **Smt. Lakshmi Roy (PAN-ALLPR8523K)**, wife of late Rajib Bandhu Roy, resident of 8/2 Aurobinda Avenue , A-Zone, P.O.- Durgapur-4, PS-Durgapur, Dist.-Burdwan, Pin-713204;
- c) **Sri Joydev Saha (PAN No.-AIZPS9151P)**, son of late Radhagobindo Saha, resident of 14/7 Ranapratap Road, Durgapur-4, Dist.-Burdwan;
- d) **Smt. Gopa Dasgupta (PAN-ALZPD0957D)**, daughter of late Rajib Bandhu Roy and wife late Indrajit Dasgupta, resident of F-11 Nabamalanca Group Housing Co-operative Complex, Bidhannagar, P.O.-Durgapur-12, PS- New Township, Dist.-Burdwan, Pin-713212;
- e) **Sri Ranjit Basak (PAN-AGBPB3154D)**, son of late Nepal Chandra Basak, resident of Central Avenue, Durgapur-4, Dist.-Burdwan;
- f) **Smt. Piasa Roy (PAN-ACLPR6345L)**, wife of Sri Gorachand Roy, resident of 9/5 Newton Avenue, Durgapur-5, Dist.-Burdwan;
- g) **Sri Tuhin Kanti Mondal (PAN-ALGPM8115K)**, son of late Kiriti Mondal, resident of Kanishka Road, Durgapur-4;
- h) **Sri Mithin Dutta (PAN-AFLPD6437Q)**, son of Sri Shyamapada Dutta, resident of 20/27 Shivaji Road, Durgapur-4, Dist.-Burdwan;
- i) **Sri Partha Sarathi Mukherjee (PAN-ADSPM4887G)**, son of late Kenaram Mukherjee, resident of Ranapratap Road, Durgapur-4, Dist.-Burdwan;
- j) **Sri Mrinal Kanti Mondal (PAN-ADPPM8384F)**, son of late Kiriti Mondal, resident of Kanishka Road, Durgapur-4, Dist.-Burdwan;
- k) **Sri Sanjib Roy (PAN-AEYPR5956A)**, s/o late Rajib Bandhu Roy, resident of 8/2 Aurobinda Avenue, A-Zone, Durgapur-4, Dist.-Burdwan, hereinafter collectively referred to as the **OWNERS** (which expression shall, unless excluded by or repugnant to the context shall mean and include their respective legal heirs, administrators, representatives, successors-in-interest and assigns) all of the **OWNERS** being represented (under a Development Power of Attorney registered in the Office of Additional District Sub-Registrar, Durgapur in Book No. I, volume number 0206-2019, page nos. 60050 to 60098 being no. 020602636 for the year 2019) by their attorneys namely
  - a) **Sri Manoj Agarwal (PAN-ACVPA6102G)**, son of Sri Gaindalal Agarwal;
  - b) **Sri Soumen Mazumder (PAN-AKVPM4290M)**, son of Sri Bibhuti Bhusan Mazumder;
  - c) **Sri Anup Mazumder (PAN-AERPM1593B)**, son of Sri Chittaranjan Mazumder hereinafter jointly referred to as "**ATTORNEYS**" of the **FIRST PART**.

## **AND**

- i) **Smt. Barnali Ghosh (PAN-BNCPG0714K)**, wife of Sri Amitava Ghosh,
- ii) **Sri Manoj Agarwal (PAN-ACVPA6102G)**, son of Sri Gaindalal Agarwal,
- iii) **Sri Soumen Mazumder (PAN-AKVPM4290M)**, son of Sri Bibhuti Bhusan Mazumder

- iv) **Sri Anup Mazumder (PAN-AERPM1593B)**, son of Sri Chittaranjan Mazumder all being partners of **M/S Aambani Housing Development Project (PAN-ABDFA0338F)**, a registered partnership firm having its office at 1/12 SEPCO Township, Durgapur-5, Dist.-Paschim Burdwan, Pin-713205, hereinafter referred to as DEVELOPER” (which expression shall unless excluded by or repugnant to the context be deemed to include their respective successors and/or, successors-in-interest and/or assigns) of the **SECOND PART**

**AND**

Mr. /Mrs ..... son/daughter of ..... having Income Tax PAN ..... , by nationality Indian, by profession ..... , by faith .....residing at .....

OR

Mr. /Mrs ..... son/daughter of ..... having Income Tax PAN ..... , by nationality Non-Resident Indian, by profession ..... , by faith ..... permanently residing at .....

OR

....., a company within the meaning of the Companies Act, 1956 having its Registered Office ..... having its Income Tax PAN ..... , represented by its authorised signatory ..... s/o ..... hereinafter referred to as the

OR

....., a partnership firm registered under the Indian Partnership Act, 1932/Limited Liability Partnership Act 2008, having Income Tax PAN ..... , having its registered office at..... and represented by its authorised signatory/signatories

OR

....., a public charitable trust registered under the Indian Trusts Act, having Income Tax PAN ..... , and having its registered office at..... , representatives by its authorised representatives/signatory/signatories..... hereinafter referred to as PURCHASER”(which term and expression shall mean and include his/her/its/their legal heirs, successors/successors-in-office, assigns, administrators, representatives and executors) of the **THIRD PART**

**WHEREAS:**

- A. Sanatan Maji, s/o late Panchanan Maji was the absolute owner, sole possessor, right title holder of a plot of land being LR Plot No. 72, classified as *Baid*, measuring about 60 decimal under Mouza-Pardai, J.L.No.-001(New) [76 (Old)] under PS-New Township, Sub-Divisional and Sub-Registry Office-Durgapur, Dist.-Burdwan Paschim and his name

was recorded in the West Bengal Land Record of Rights, under Khatian No.106. After the death of Sanatan Maji, on 22/03/2000, his legal heirs namely:

- a) **Karuna Maji**, , w/o late Sanatan Maji (who subsequently died on 03/02/2017);
- b) **Sri Nimai Maji**, s/o late Sanatan Maji;
- c) **Sri Ashok Maji**, s/o late Sanatan Maji;
- d) **Sri Sanjoy Maji**, s/o late Sanatan Maji;
- e) **Sri Bhajan Maji**, s/o late Sanatan Maji;
- f) **Smt. Lata Mondal**, d/o late Sanatan Maji, w/o Sri Mohon Mondal;
- g) **Smt. Uma Dhara**, d/o late Sanatan Maji, w/o Sri Paritosh Dhara;

became the absolute owners, possessors and right title holder of the said property mentioned above and they have been enjoying the same peacefully without any hindrance and /or litigation with absolute right, title and interest since then.

**B.** When the above said legal heirs of late Santan Maji, being in need of money, gave an offer to sell 41 decimal out of the 60 decimal of the above said plot of land, the following persons namely:

- a) **Sri Amitava Ghosh**, s/o late Sunil Kanti Ghosh, resident of 55 Rani Rashmoni Path, City Centre, Durgapur-16, Dist.-*Paschim Burdwan*,
- b) **Rajib Bandhu Roy**, s/o late Anath Bandhu Roy, resident of 8/2 Aurobinda Avenue , A-Zone, P.O.- Durgapur-4, PS-Durgapur, Dist.-*Paschim Burdwan*, Pin-713204,
- c) **Sri Joydev Saha**, s/o late Radhagobindo Saha, resident of 14/7 Ranapratap Road, Durgapur-4, Dist.-*Paschim Burdwan*,
- d) **Sri Ranjit Basak** (s/o late Nepal Chandra Basak, resident of Central Avenue, Durgapur-4, Dist.-*Paschim Burdwan*,
- e) **Smt. Piasa Roy**, w/o Sri Gorachand Roy, resident of 9/5 Newton Avenue, Durgapur-5, Dist.-*Paschim Burdwan*,
- f) **Sri Tuhin Kanti Mondal**, s/o late Kiriti Mondal, resident of Kanishka Road, Durgapur-4, Dist.-*Paschim Burdwan*
- g) **Sri Mithin Dutta**, s/o Sri Shyamapada Dutta, resident of 20/27 Shivaji Road, Durgapur-4, Dist.-*Paschim Burdwan*,
- h) **Sri Partha Sarathi Mukherjee**, s/o late Kenaram Mukherjee, resident of Ranapratap Road, Durgapur-4, Dist.-*Paschim Burdwan*,
- i) **Sri Mrinal Kanti Mondal**, s/o late Kiriti Mondal, resident of Kanishka Road, Durgapur-4, Dist.-*Paschim Burdwan*,
- j) **Sri Sanjib Roy**, s/o late Rajib Bandhu Roy, resident of 8/2 Aurobinda Avenue, A-Zone, Durgapur-4, Dist.-*Paschim Burdwan*, hereinafter referred to as the “**the Purchasers**”, accepted the said offer.

**C.** By virtue of a registered Deed of Sale registered in the Office of the ADSR, Durgapur, Page Nos. 1736 to 1751 being Book No.-I, Volume No. 06715 for the year 2014,

- a) **Sri Nimai Maji**,
- b) **Sri Ashok Maji**,

- c) **Sri Sanjoy Maji,**  
d) **Sri Bhajan Maji,**  
all sons of late Sanatan Maji,  
e) **Smt. Karuna Maji,** wife of late Sanatan Maji,  
f) **Smt. Lata Mondal,** wife of Sri Mohon Mondal &  
g) **Smt. Uma Dhara,** wife of Sri Paritosh Dhara  
both daughters of late Sanatan Maji, dealing as owners therein, sold,  
transferred and conveyed unto and in favour of:
- I) **Sri Amitava Ghosh,** son of late Sunil Kanti Ghosh, resident of 55 Rani Rashmoni Path, City Centre, Durgapur-16, Dist.-*Paschim Burdwan*,  
II) **Rajib Bandhu Roy,** son of late Anath Bandhu Roy, resident of 8/2 Aurobinda Avenue , A-Zone, P.O.- Durgapur-4, PS-Durgapur, Dist.-*Paschim Burdwan*, Pin-713204,  
III) **Sri Joydev Saha,** son of late Radhagobindo Saha, resident of 14/7 Ranapratap Road, Durgapur-4, Dist.-*Paschim Burdwan*,  
IV) **Sri Ranjit Basak,** son of late Nepal Chandra Basak, resident of Central Avenue, Durgapur-4, Dist.-*Paschim Burdwan*,  
V) **Smt. Piasa Roy,** wife of Sri Gorachand Roy, resident of 9/5 Newton Avenue, Durgapur-5, Dist.-*Paschim Burdwan*,  
VI) **Sri Tuhin Kanti Mondal,** son of late Kiriti Mondal, resident of Kanishka Road, Durgapur-4, Dist.-*Paschim Burdwan*,  
VII) **Sri Mithin Dutta,** son of Sri Shyamapada Dutta, resident of 20/27 Shivaji Road, Durgapur-4, Dist.-*Paschim Burdwan*,  
VIII) **Sri Partha Sarathi Mukherjee,** son of late Kenaram Mukherjee, resident of Ranapratap Road, Durgapur-4, Dist.-*Paschim Burdwan*,  
IX) **Sri Mrinal Kanti Mondal,** son of late Kiriti Mondal, resident of Kanishka Road, Durgapur-4, Dist.-*Paschim Burdwan*,  
X) **Sri Sanjib Roy,** son of late Rajib Bandhu Roy, resident of 8/2 Aurobinda Avenue, A-Zone, Durgapur-4, Dist.-*Paschim Burdwan* jointly dealing as Purchasers therein for the consideration mentioned therein  
**ALL THAT** piece and parcel of land admeasuring 41 (forty one) *satak* situated in Mouza-Pardai, J.L.No.001 as per LR record (076 as per RS record), PS-New Township, District – *Paschim Burdwan* comprised in L.R. Khatian Nos. 717, 714, 715, 713, 716, 721, 722,719,718 and 720 and R.S. Plot No.-228, L.R. Plot No.-72.

- D. The purchasers of Said Land got their names mutated as the owners in the records of the Office of the Block/Sub-Divisional Land and Land Reforms Officer, Durgapur and has since been paying the applicable taxes and/or charges thereof to the concerned authority.
- E. Due to the sudden demise of Rajib Bandhu Roy, who was by faith Hindu and one of the purchasers of the above said plot of land, and in the absence of any Will known to be made by said Rajib Bandhu Roy, the undivided share area/part/portion of land owned

by deceased Rajib Bandhu Roy in the above said plot of land is transferred/ assigned/conveyed in the names of the following persons, who are the only legal heirs of deceased Rajib Bandhu Roy, in accordance to Hindu Law of inheritance:

- a) **Smt. Lakshmi Roy**, wife of deceased Rajib Bandhu Roy;
- b) **Sri Sanjib Roy**, son of deceased Rajib Bandhu Roy;  
both residents of 8/2 Aurobinda Avenue , A-Zone, P.O.- Durgapur-4, PS- Durgapur, Dist.-*Paschim Burdwan*, Pin-713204 and
- c) **Smt. Gopa Dasgupta**, d/o deceased Rajib Bandhu Roy , w/o late Indrajit Dasgupta resident of F-11 Nabamalanca Group Housing Co-operative Complex, Bidhannagar, P.O.-Durgapur-12, PS- New Township, Dist.- *Paschim Burdwan*, Pin-713212.

F. On application of legal heirs of said Rajib Bandhu Roy, whose names are mentioned hereinabove, the names of two of the legal heirs of deceased Rajib Bandhu Roy namely Smt. Lakshmi Roy and Smt. Gopa Dasgupta were mutated as the co-owners of the plot of Land mentioned hereinbefore in the records of the Office of the Sub-Divisional/Block Land and Land Reforms Officer, Durgapur. Share in the plot of Land, mentioned hereinbefore, of the other legal heir of deceased Rajib Bandhu Roy namely Sri Sanjib Roy whose name was already recorded as the co-owner of the said Plot of Land was increased from 0.666 to 0.888.

G. After the mutation of names of legal heirs of deceased Rajib Bandhu Roy the following LR Khatain Nos. were allotted by the Office of the Sub-Divisional/Block Land and Land Reforms, Durgapur:

i)	Smt. Lakshmi Roy (wife of late Rajib Bandhu Roy)	LR Khatain No.-755
ii)	Smt. Gopa Dasgupta (d/o late Rajib Bandhu Roy, w/o late Indrajit Dasgupta)	LR Khatian No.-756

H. As a consequence of the above said transfer of the undivided share area/part/portion of land, owned by deceased Rajib Bandhu Roy in the plot of Land mentioned hereinbefore, to the said legal heirs of deceased Rajib Bandhu Roy, the OWNERS herein have become the right title holders, absolute owners and possessors of the property more fully and particularly described in **SECOND SCHEDULE** written hereunder, and hereinafter referred to as Said Land”:

I. The OWNERS are thus seized and possessed of and/or well and sufficiently entitled to Said Land free from all encumbrances, liens, lispendens, mortgages, charges, and trusts of whatsoever nature. The OWNERS herein, being desirous of developing Said Land by causing to be constructed, erected and completed new building and/or buildings on Said Land have approached DEVELOPER herein and granted exclusive right to DEVELOPER for the development of Said Land through completion of the Said Project by virtue of a Development Agreement, registered in the Office of Additional District Sub-Registrar, Durgapur in Book No. I, page nos. 11135 to 11168, being no.

020600762 for the year 2016, hereinafter referred to as the “**First Development Agreement**”, for the consideration and on terms & conditions recorded therein to which DEVELOPER has agreed to undertake for consideration and on the terms and conditions recited in the First Development Agreement.

- J. The Said Land is earmarked for the purpose of constructing a residential project building comprising of multi-storeyed apartments/flats/accommodations and shall be hereinafter referred to as and also shall be known as “**Said Project**”.
- K. By and under the First Development Agreement out of the total number of apartments/ accommodations/apartments to be constructed on Said Land the OWNERS will be entitled to **ALL THAT 12(twelve) numbers of apartments/accommodations TOGETHER WITH** undivided, proportionate, variable, impartible share on land appurtenant, underneath and attributable thereto **TOGETHER WITH 4 (four) numbers of car parking spaces as sanctioned TOGETHER WITH** undivided, proportionate, variable, impartible share in the land attributable thereto **AND TOGETHER WITH** undivided, proportionate, variable, impartible share and interest in the common parts, portions, areas, facilities, amenities, collectively referred to as the OWNER’S Allocation therein, and DEVELOPER became entitled to ALL THAT the remaining apartments/accommodations **TOGETHER WITH** rights, liberties, advantages, privileges and appurtenances attributable thereto, collectively referred to as DEVELOPER’S Allocation therein.
- L. In accordance to the First Development Agreement the OWNERS granted power of attorney to Sri Amitava Ghosh, one of the co-owners/co-sharers of Said Land, and Smt. Barnali Ghosh, one of the partners of DEVELOPER, by virtue of a deed for Development Power of Attorney registered in the office of the Additional District Sub-Registrar, Durgapur, in Book No.-I, page nos. 12044-12072 being no. 020600769 for the year 2016 to negotiate and sell, transfer and/or lease apartments/apartments/accommodations, to be constructed on Said Land, to any buyers/purchasers, transferees and/or lessees respectively and also to enter into agreements for sale, transfer and/or lease of such apartments/apartments/ accommodations and to execute any document, deed and other papers and to present the same for registration and to admit the execution thereof regarding DEVELOPER’S Allocation mentioned and specified in First Development Agreement.
- M. Pursuant to the terms and conditions of the First Development Agreement the OWNERS have got the plan, being no. **CB/358/15, (2017-2018) dated 10/03/2017**, hereinafter referred to as Said Plan”, for construction of a multi- storied, multi-use residential building comprising of single tower/block upon Said Land to be known as “**Meadow Land**”, hereinafter referred to as Said Building”, sanctioned by the Authority of Durgapur Municipal Corporation wherein the said Authority has gave its approval to the plans, specifications, elevations, sections for the construction of Said Building.

- N. While sanctioning Said Plan concerned Municipal Corporation has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by DEVELOPER while developing Said Land and Said Building and only upon due observance and performance of which the completion or occupancy certificate in respect of Said Building/s shall be granted by the concerned Municipal Corporation.
- O. After taking into account the change of various factors and altered conditions including steep escalation of prices and availability of building materials, DEVELOPER and the OWNER modified/amended/alterd the First Development Agreement by virtue of another deed of Development Agreement registered in the Office of the Additional District Sub-Registrar, Durgapur in Book No. I, page nos. 67174 to 67204, being no. 020604043 for the year 2017 made between the OWNERS herein and therein, and DEVELOPER herein and therein for consideration, terms & conditions recorded therein.
- P. Since DEVELOPER has undergone some restructuring due to retirement of two of its partners, namely Sri Rajib Roy and Sri Rakesh Roy, and introduction of three new partners namely Sri Manoj Agarwal, Sri Soumen Mazumder and Sri Anup Mazumder, by virtue of Deed of Retirement of Partner and Deed for Reconstitution of Partnership, executed on 06/12/2018 & 11/01/2019 respectively before Smt. Atabi Banerjee, Notary Public, Government of West Bengal at Durgapur, it was expedient for the OWNERS to revoke said Power of Attorney, mentioned above, vide a deed for **Revocation of Development Power of Attorney** registered in the office of the Additional District Sub-Registrar, Durgapur, in Book No.-IV, being no. 020600121 for the year 2019.
- Q. Due to said restructuring of DEVELOPER the OWNERS herein, after having prolonged discussions among themselves, spontaneously entered into an agreement with DEVELOPER, registered in the Office of Additional District Sub-Registrar, Durgapur, in Book No.-I, volume number-0206-2019, page from 54581 to 54637 being no. 020602551 for the year 2019, hereinafter referred to as "**Revised Development Agreement**", to completely delete/scrap/cancel/render dysfunctional in totality/entirety the second Development Agreement, mentioned hereinbefore, registered in the Office of Additional District Sub-Registrar, Durgapur in Book No. I, page nos. 67174 to 67204 being no. 020604043 for the year 2017.
- R. By and under Revised Development Agreement, the modified/amended consideration clause, mentioned therein, out of the total number of apartments/accommodations/apartments to be constructed on Said Land OWNERS will be entitled to **ALL THAT 17(seventeen) number of apartments/accommodations/apartments TOGETHER WITH** undivided, proportionate, variable, impartible share on land appurtenant, underneath and attributable thereto **TOGETHER WITH 17(seventeen) number of parking spaces as sanctioned TOGETHER WITH** undivided, proportionate, variable, impartible share in the land attributable thereto **AND TOGETHER WITH** undivided,



proportionate, variable, impartible share and interest in the common parts, portions, areas, facilities, amenities, collectively referred to as OWNERS' Allocation therein and hereinafter referred to as "**OWNERS' ALLOCATION**", and DEVELOPER became entitled to **ALL THAT** the remaining apartments/accommodations **TOGETHER WITH** rights, liberties, advantages, privileges and appurtenances attributable thereto, hereinafter collectively referred to as **DEVELOPER'S ALLOCATION**" i.e. **ALL THAT 47(forty-seven) number of apartments/accommodations/apartments**, excluding said 17(seventeen) number of apartments/accommodations/apartments which have already been included/shown/ enumerated/granted in OWNERS' ALLOCATION, **TOGETHER WITH 47(forty-seven) number of car parking spaces**, excluding the said 17(seventeen) number of car parking spaces which have already been included/shown/enumerated/granted in OWNERS' ALLOCATION, to be constructed/built/developed on Said Land, **TOGETHER WITH** undivided, proportionate, variable, impartible share in the land attributable thereto **AND TOGETHER WITH** undivided, proportionate, variable, impartible share and interest in the common parts, portions, areas, facilities, amenities, referred to as DEVELOPER'S Allocation therein and hereinafter collectively referred to as "**DEVELOPER'S ALLOCATION**".

- S. In the backdrop of changes in the constitution of partnership firm of DEVELOPER as mentioned above, to comply with the First Development Agreement and for better, smoother and more efficient accomplishment of Said Project DEVELOPERS appointed the ATTORNEYS herein to represent them and to look after and manage the affairs relating to Said Project and also for facilitating its completion within the stipulated period of time by virtue of deed for Development Power of Attorney, hereinafter referred to as "**Said Development Power of Attorney**", registered in the Office of Additional District Sub-Registrar, Durgapur in Book No. I, volume number 0206-2019, page nos. 60050 to 60098 being no. 020602636 for the year 2019.
- T. In pursuance and in terms of Said Plan DEVELOPER at its own cost and expenses has commenced construction of the said multi-storied, multi-use residential building (Said Building).
- U. DEVELOPER is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of DEVELOPER over Said Land on which Said Project is to be constructed have been completed.
- V. By virtue of an Agreement For Modification of Partnership executed before Smt. Atapi Banerjee, Notary Public of West Bengal at Durgapur on 27<sup>th</sup> September, 2019, Smt. Barnali Ghosh, one of the partners of *M/S Aambani Housing Development Project* has unequivocally, without any coercion and/or misrepresentation authorised/ authenticated her other partners, DEVELOPER herein, to jointly negotiate and sell, transfer and/or lease apartments/accommodations/ apartments along with garage/ parking spaces to be constructed in Said Building, according to Said Plan, and

comprised in DEVELOPER'S ALLOCATION and to enter into agreements for sale, transfer and/or lease of such apartments/apartments along with garage/parking spaces on her behalf in the absolute and joint discretion of her other partners, DEVELOPER herein, to potential buyers/purchasers/transferees and/or lessees of apartments/ accommodations/apartments along with garage/parking spaces comprised in DEVELOPER'S ALLOCATION.

- W. The Said Building comprises of ground plus ten upper floors have been constructed according to the plan being no. CB/358/15, (2017-2018) dated 10/03/2017 and the Completion Certificate has been obtained from Durgapur Municipal Corporation.
- X. By an Agreement dated ....., hereinafter referred to as the "**Agreement for Sale**", entered into between the parties hereto DEVELOPER agreed to sell and PURCHASER agreed to purchase and acquire on ownership basis ..... bedroom hall kitchen (BHK) apartment bearing number ..... having carpet area of..... sq. ft., more or less(built up area of ..... sq. ft., more or less) on the .....(.....) floor in Said Building ("**Said Apartment**") **TOGETHER WITH** the right to parking in Multi-level/open parking space bearing number .....admeasuring approximately .....square feet ("**Said Parking Space**") (both of which are more fully and particularly described in **THIRD SCHEDULE** written hereunder) **TOGETHER WITH** pro rata share in the common areas ("**Common Areas, Amenities and Facilities**" more fully and particularly described in the **FOURTH SCHEDULE** hereunder written) as defined under Clause (m) of Section 2 of the Act **TOGETHER WITH** undivided indivisible impartible proportionate share or interest in Said Land attributable to Said Building in which Said Apartment is situated (hereinafter collectively referred to as "**Apartment And Properties Appurtenant Thereto**") free from all encumbrances, charges, liens, *lispendens*, attachments, trusts whatsoever or howsoever for the consideration and on the terms and conditions contained and recorded in the said agreement hereinafter referred to as the "**Agreement for Sale**".
- Y. PURCHASER from time to time in terms of the Agreement for Sale has made full payment of the amount of consideration agreed to be paid by PURCHASER to DEVELOPER and now approached DEVELOPER to execute the Deed of Conveyance in respect of Apartment And Properties Appurtenant Thereto to which DEVELOPER has agreed to execute subject to the terms and conditions hereinafter appearing.
- Z. For the purpose of proper and efficient management of Common Areas, Amenities and Facilities of Said Building DEVELOPER in consultation with the OWNERS has decided that Common Areas, Amenities and Facilities Said Building shall be held by the Maintenance Company, and the Maintenance Company shall hold the same in trust for all the Apartment owners in Said Building who shall be responsible for maintenance thereof and also shall be liable for rendition of common services subject to each of the Apartment owners make payment of the proportionate share of maintenance charges

(hereinafter referred to as “**Common Expenses**”) details whereof will appear in the **EIGHTH SCHEDULE** written hereunder, and for the purpose of rendition of common services and upkeep of Common Areas, Amenities and Facilities the Maintenance Company shall be entitled to appoint a Facility Management Company (hereinafter referred to as “**FMC**”) on such terms and conditions as the Maintenance Company in its absolute discretion shall deem fit and proper and each of the Apartment/apartment owners shall be obliged to make payment of the Common Expenses to Maintenance Company or the FMC as the case may be. The Maintenance Company is a wholly owned subsidiary of DEVELOPER and shall be responsible for rendition of the Common Services and its upkeep. The Maintenance Company/Facility Management Company shall withdraw no sooner the Holding Organisation/Association/Society is formed after 3(three) years or so upon the completion of construction of Said Building, whichever is later.

In this Deed certain expressions have been assigned the meaning as would appear from the **FIRST SCHEDULE** hereunder written.

**NOW THIS DEED OF CONVEYANCE WITNESSES AND IT IS  
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO:**

- 1) That in consideration of the Agreement for Sale dated .....AND in consideration of Said Development Agreement AND in consideration of a sum of Rs..... (.....) only of lawful money of the Union of India well and truly paid by PURCHASER herein, ALLOTTEE therein, to DEVELOPER at or before the execution hereof (the receipt whereof the OWNERS and DEVELOPER do hereby and also by the receipt hereunder written admit and acknowledge to have received and of and from the payment of the same and every part thereof do hereby acquit, release and discharge PURCHASER and also Apartment And Properties Appurtenant Thereto hereby intended to be sold and transferred) OWNERS, jointly and severally, do hereby sell, transfer, convey and/or release, relinquish and disclaim all his/her/theirs right, title, interest into or upon agreed to purchase and acquire on ownership basis ..... bedroom hall kitchen (BHK) apartment bearing number .....(.....) having carpet area of..... sq. ft., more or less(built up area of ..... sq. ft., more or less) on the .....(.....) floor in Said Building (“**Said Apartment**”) **TOGETHER WITH** the right to parking in Multi-level/open parking space bearing number .....admeasuring approximately .....square feet (“**Said Parking Space**”) (both of which are more fully and particularly described in **THIRD SCHEDULE** written hereunder) **TOGETHER WITH** pro rata share in the common areas (“**Common Areas, Amenities and Facilities**” more fully and particularly described in the **FOURTH SCHEDULE** hereunder written) as defined under Clause (m) of Section 2 of the Act **TOGETHER WITH** undivided indivisible impartible proportionate share or interest in Said Land attributable to Said Building in which Said Apartment is situated (hereinafter collectively referred to as “**Apartment And**

**Properties Appurtenant Thereto**") free from all encumbrances, charges, liens, *lispendens*, attachments, trusts whatsoever or howsoever **BUT EXCEPTING AND RESERVING** such rights, easements, quasi-easements privileges reserved for any particular apartment, Maintenance Company/Facility Management Company or Holding Organisation/Association/Society of the owners/purchasers of the apartments (more fully and particularly mentioned in the **FIFTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements, quasi-easements and provisions in connection with the beneficial use and privilege enjoyable with co-occupiers (more fully and particularly described in the **SIXTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** Said Apartment hereby sold, transferred, conveyed and every part or parts thereof unto and to the use of PURCHASER **SUBJECT TO** the **Restrictions/House Rules** (more fully and particularly mentioned and described in the **SEVENTH SCHEDULE** written hereunder) and also subject to PURCHASER making payment of the Common Expenses and other charges payable in respect of Apartment And Properties Appurtenant Thereto. Such **Common Expenses** have been fully and more particularly described in the **EIGHTH SCHEDULE** hereunder written) to the Holding Organisation/Association/ Society of the owners of the apartments.

**2) AND THE OWNERS HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:**

- a) **THAT** notwithstanding any act deed or matter or thing whatsoever done by the OWNERS or executed or knowingly suffered to the contrary the OWNERS are now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Apartment And Properties Appurtenant Thereto hereby granted, sold, conveyed, transferred, assigned or intended to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrance or make void the same.
- b) **THAT** notwithstanding any act deed or thing whatsoever or howsoever done as aforesaid, the OWNERS now have good title, full power and absolute authority to grant, convey, transfer, sell and assign all and singular Apartment And Properties Appurtenant Thereto hereby sold, transferred, conveyed or expressed to be so unto and to the use of PURCHASER in the manner aforesaid.
- c) **THAT** Said Apartment hereby sold, granted and conveyed or expressed or intended so to be is now free from all claims, demands, encumbrances, liens, attachments, *lispendens*, *debuttar* or trusts and has not been made to suffer by the OWNERS or any person(s) having or lawfully or equitably claiming any estate or interest therein through, under or in trust for the OWNERS.
- d) **THAT** PURCHASER shall and may at all times hereafter peaceably and quietly hold, possess and enjoy Said Apartment and may receive all rents, issues and

profits thereof without any lawful eviction, interruption, claims and/or demands whatsoever by the OWNERS or any person or persons having or lawfully or equitably claiming as aforesaid.

- e) **THAT PURCHASER** shall be freed and cleared and absolutely discharged, saved, kept harmless and indemnified against all estates, charges, encumbrances, liens, attachments, *lispendens*, *debuttar* or trust or claim and demands whatsoever created, occasioned and/or made by the OWNERS or any person having or lawfully or equitably claiming as aforesaid.
  - f) **AND FURTHER THAT OWNERS** as and all persons having or lawfully or equitably claiming any estate or interest in Said Apartment or any part thereof through under or any trust for OWNERS shall and will from time to time and at all times hereafter at the request and cost of PURCHASER make, do, execute or cause to be made, done and executed all such further and lawful acts, deeds or things whatsoever for further, better or more perfectly assuring Said Apartment and every part thereof unto and to the use of PURCHASER in the manner as aforesaid as shall or may be reasonably required.
  - g) **THAT OWNERS** has not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby and whereunder Said Apartment hereby granted, transferred and conveyed or expressed so to be or any part thereof can or may be impeached, encumbered or affected in title or otherwise.
- 3) **AND THE PURCHASER HEREBY COVENANT WITH THE DEVELOPER AS FOLLOWS:**
- a) **THAT PURCHASER** and all other persons deriving title under them shall and will at all times hereafter shall observe the Restrictions/House Rules regarding the user of Said Apartment and also the obligation set forth in the **SEVENTH SCHEDULE** hereunder written.
  - b) **THAT PURCHASER** shall within three months from the date of execution of these presents at their cost shall apply for obtaining mutation of their names as the owner and until Said Apartment is not separately assessed, PURCHASER shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of Said Building, as may be determined and fixed by DEVELOPER, to DEVELOPER and/or Management Company and/or Facility Management Company (**FMC** for short), upon the appointment of such Management Company and/or FMC by DEVELOPER , without raising any objection whatsoever.
  - c) **THAT PURCHASER** shall at all times from the date of possession regularly and punctually make payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, water tax, Urban Land

Tax, Service Tax, if any, and other levies, impositions, and outgoings (hereinafter referred to as “**Rates And Taxes**”) which may from time to time be imposed or become payable in respect of Said Apartment and proportionately for Common Areas, Amenities and Facilities and until the mutation is effected in the name of PURCHASER, PURCHASER shall be liable to make payment of the proportionate shares of RATES AND TAXES based on the estimates for providing the services ( including insurance) during the year (hereinafter referred to as “**Common Expenses**”) and such Charges may be revised during year and upon appointment of the said FMC to such FMC.

**4) AND IT IS FURTHER AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS FOLLOWS:**

- a) **THAT** the undivided share in Said Land comprised in Said Building and the proportionate share in Common Areas, Amenities and Facilities hereby sold and transferred and attributable to Said Apartment shall always remain impartible.
- b) **THAT** the right of PURCHASER shall remain restricted to Said Apartment and proportionate share or interest in Common Areas, Amenities and Facilities, areas, facilities and/or amenities comprised in Said Building.
- c) **THAT** at or before entering into these premises PURCHASER has made itself aware that Said Building is engulfed with serene environment and PURCHASER agrees to maintain the decency of Said Building and shall not do any act, deed or thing, nor permit any act, deed or thing to be done which is likely to adversely affect the decency of Said Building and PURCHASER further acknowledge that non payment of Common Expenses is likely to affect the rendition of common services and maintenance of Common Areas, Amenities and Facilities .
- d) **THAT** PURCHASER shall obtain separate electricity meter for Said Apartment in its/his/her name at own cost/expenses for that DEVELOPER and/or Holding Organisation/Association/Society of the owners of the apartments, as the case may be, shall offer the necessary assistance. PURCHASER agrees to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.

**5) DISCLOSURE**

At or before execution of these presents PURCHASER admits and acknowledges the following and shall not raise any claim/queries whatsoever from execution hereof that he/she/it

- a) Have inspected the property and structural stability of Said Building;

- b) Have inspected the plan(s)/sketch(s) sanctioned by Durgapur Municipal Corporation and other Competent Authority/Authorities;
  - c) Are satisfied about the total built-up area and carpet area forming part of Said Apartment and as to the workmanship of Said Building;
  - d) Have inspected the situation of the installation and equipments;
  - e) Are fully satisfied regarding Common Areas, Amenities and Facilities of Said Building.
- 6) **POSSESSION**
- 6.1) It is hereby confirmed, recorded and declared that PURCHASER has been put in vacant possession of Said Apartment on and from ..... hereinafter referred to as **"Date of Possession"**;
- 6.2) On and from the Date of Possession PURCHASER has confirmed himself/herself/itself that it shall:
- a) Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings payable in respect of Said Apartments And The Properties Appurtenant Thereto until the Municipal Corporation/ Competent Authority assesses the same;
  - b) Regularly and punctually make payment of the Common Expenses payable in respect of Said Apartment to DEVELOPER and upon appointment of the Facility Management Company to such Facility Management Company. PURCHASER acknowledges that regular and timely payment of such Common Expenses is a must and in the event of any default on the part of PURCHASER in making regular and timely payment of such Common Expenses the same is likely to effect the other owners and/or occupiers of various other flats, units, apartments and in this regard the FMC after formation/appointment and till then DEVELOPER will estimate every year what it thinks the estimate for providing the services including insurance during the year (Common Expenses) and PURCHASER shall have to make payment of such amount so estimated on monthly basis in respect of his/her/its share (hereinafter referred to as **"Common Expenses"**) the amount so estimated. At the close of the year, if the amount so payable by PURCHASER is less than the estimated costs of the whole year then the balance amount shall be carried over and will be adjusted against the service charge percentage payable by PURCHASER for the following year and in the event the same is more than what has been paid by PURCHASER PURCHASER shall be bound to make payment of the same to FMC and/or DEVELOPER as the case may be.

**6.3)** PURCHASER shall hold Said Apartment subject to the Housing Rules/ Restrictions as provided in the **SEVENTH SCHEDULE** written hereunder.

**7) MANAGEMENT AND HOLDING ORGANISATION**

**7.1)** Immediately after the completion of the project in its entirety, which includes the completion of Said Building comprising of nos. G+10 storied buildings or soon thereafter the Holding Organisation/Association/Society of the owners of the apartments shall take control of Common Areas, Amenities and Facilities of Said Building and to hold the same in trust for the Apartment/apartment owners of Said Building. Till the handover process is complete DEVELOPER shall be liable for maintenance and upkeep of Common Areas, Amenities and Facilities of Said Building on behalf of the Apartment/apartment owner(s) in the Building and in doing so DEVELOPER shall have the liberty to appoint any company or association or firm or any organisation on such terms and conditions as it may deem fit and proper. Common Expenses so payable by such Apartment/apartment owner(s) shall be billed monthly by Maintenance Company appointed for that purpose by DEVELOPER as the case may be. No adjustment shall be made from the Deposit or Sinking Fund Deposit and the same shall be transferred to Holding Organisation/Association/Society of the owners of the apartments on formation of such Organisation/Association/ Society for effective control and maintenance of Common Areas, Amenities and Facilities of Said Building and such Organisation/Association/Society shall constantly maintain deposit. Notwithstanding what is stated above DEVELOPER/Maintenance Company shall be entitled to adjust the unpaid Common Expenses against the Sinking Fund in that event only balance of the fund will be transferred to such Organisation/Association/ Society on its formation.

**7.2)** PURCHASER acknowledges that Common Areas, Amenities and Facilities of Said Building are to be taken care of and/or provided by Maintenance Company and DEVELOPER shall be entitled to enter into a contract with any third party for the purpose of maintenance of Said Building and PURCHASER accepts and consents to the same and Maintenance Company shall coordinate and regulate the user of Common Areas, Amenities and Facilities of Said Building and shall also regulate matters between various Apartment/apartment owners of Said Building and for the aforesaid purpose shall be responsible for:

- a)** To maintain Common Areas, Amenities and Facilities of Said Building, installations, utilities and amenities comprised in Said Building on its completion;
- b)** To remain responsible for rendition of Common Service;
- c)** To remain responsible for running of the lift and other services;
- d)** To ensure proper supply of water;
- e)** To ensure proper security;



- f) To render such other services which are necessary and beneficial to the owners of apartments/apartments in Said Building;
  - g) To frame such rules and regulations as may be necessary and/or required for the user of Common Areas, Amenities and Facilities of Said Building and to receive payment of the amounts which may become payable to such Maintenance Company on account of such Common Expenses for rendition of Common Services.
- 7.3)** PURCHASER hereby consents to the appointment of Maintenance Company and acknowledges that he/she/it is obliged to make payment of amounts which may become payable to the Maintenance Company on account of such Common Expenses for rendition of Common Services.
- 7.4)** The Maintenance Company shall act in accordance with the requirements and/or rules and regulations framed by DEVELOPER and upon the formation of Holding Organisation/Association/Society of the owners of the apartments in accordance to rules, if any, framed by such Holding Organisation.
- 7.5)** PURCHASER acknowledges that appointment of Maintenance Company is necessary to hold Common Areas, Amenities and Facilities of Said Building for the benefit of PURCHASER as well as other Apartment/ apartment owner(s) in Said Building.
- 7.6)** The Maintenance Company shall be entitled to appoint a Facility Management Company (“FMC”, for short) on such terms and conditions as the Maintenance Company deems fit and proper for the purpose of maintenance of Common Areas, Amenities and Facilities and for rendition of common services and the said Maintenance Company, in addition to the Common Expenses agreed to be paid by PURCHASER, shall be entitled to a maximum of .....% of such amount as and by way of the administrative and/ or service charges (hereinafter referred to as SERVICE CHARGES) and PURCHASER hereby agrees and in the event of any default on the part of PURCHASER or any other flat owner in making payment of the proportionate share of Common Expenses and SERVICE CHARGES the Maintenance Company and/or the Facility Management Company shall be entitled to disconnect the supply of electricity, discontinue the supply of water or prevent the use of lift or discontinue generator services. It is hereby further agreed between and declared by the parties hereto that in as much as the covenant regarding the payment of all common expenses and Common Expenses is for beneficial use of all the Apartment owners and in the event of any default on the part of the Apartment owner(s) in performing his/her/its obligations, the Maintenance Company and/or the FMC or other Apartment owner(s) shall be entitled to enforce the same.

## **8) GENERAL**

**8.1) ROOF**

**8.1.1)** The following rights of PURCHASER in favour of the Holding Organisation/Association/Society of the owners of the apartments or any person authorised by such Organisation/Association/Society are excluded and PURCHASER hereby consents that the Holding Organisation/Association/Society of the owners of the apartments or any person authorised by such Organisation/Association/Society shall be entitled to and PURCHASER hereby disclaims all right, title and interest over and in respect of same:

- a) Put up any neon sign, hoardings and other display materials on any part or portion on any of the roof of Said Building.
- b) For the purpose of display of such neon signs and/or hoardings and/or display materials the Holding Organisation/Association/Society of the owners of the apartments shall be entitled such neon signs, hoardings and/or display.
- c) To remain responsible for payment of taxes which may become payable in respect of such neon signs hoardings and/or display materials.
- d) To connect such hoardings, displays and/or neon signs with display material with electricity line and other utilities shall be at the cost of such Holding Organisation/Association/Society of the owners of the apartments.
- e) To use the lifts, staircases and other Common Areas, Amenities and Facilities for the purpose of repairs, replacement to such neon signs, holdings and display materials.

**8.1.2)** PURCHASER hereby consents and waives all its rights to enable the Holding Organisation/Association/Society of the owners of the apartments to put up such neon signs, hoardings and other display materials and agrees not to raise any objection whatsoever or howsoever, or claim any share in the rent which may be earned by display of such neon signs and/or hoardings.

**8.1.3)** The ultimate right of the roof rests with the apartments owners/ purchasers of Said Complex but this does not entitle PURCHASER to exploit the same commercially either by renting out or by erecting any hoarding/neon signs. DEVELOPER may erect its hoarding/ neon signs at such ultimate roof and for that no separate charges will be paid to the Holding Organisation/Association/Society of owners of

apartments, but DEVELOPER shall be bound to remove such hoarding/neon signs within fifteen days from the date when such Holding Organisation/Association/Society of owners of apartments conveys to DEVELOPER to remove such hoarding/neon signs, failing which DEVELOPER shall be bound to pay penal rents/ charges to such Holding Organisation/Association/Society of owners of apartments as determined/ascertained by the latter and DEVELOPER shall not be entitled to raise any question/dispute/ objection about such penal charges/rent imposed.

**8.2) DEVELOPMENT IN PROGRESS AND FURTHER DEVELOPMENT RIGHTS**

**8.2.1)** PURCHASER acknowledges that the right of PURCHASER shall remain restricted to Said Apartment and neither PURCHASER nor any person and/or persons claiming through or under him/her/it shall interfere with the right of DEVELOPER to undertake construction, erection and completion of Common Areas, Amenities and Facilities . DEVELOPER shall be entitled to future horizontal or vertical extension of Said Building, if necessary in future, as per approval of the Durgapur Municipal Corporation/ Competent Authority.

**8.2.2)** During such construction activity DEVELOPER, shall have the right to vehicular movement, entry of agents, and right of entry for representatives of DEVELOPER both for ingress and egress to which PURCHASER cannot object.

**8.2.3)** There shall be ..... gates in Said Building for ingress and egress. The location of such gates shall be strictly as shown in Said Plan.

**8.3) COMMON SERVICES**

**8.3.1)** There will be 64 Residential Apartments and in that regard certain Common Facilities and Amenities such as swimming pool will be available for use by Apartment owners.

**8.3.2)** The Rules for use of such facilities shall be laid down by the Maintenance Company.

**8.3.3)** PURCHASER shall be liable to pay his/her/its proportionate share in the Maintenance of Common Areas, Amenities and Facilities in Said Building.

**9) SINKING FUND**

**9.1)** In this Deed expression “Sinking Fund” means such sum to be fixed annually or as shall be estimated by DEVELOPER and the Maintenance Company and/or the FMC, on their appointment, depending upon the requirements (and in this regard the decision of the Maintenance Company and/or the FMC shall be final) to provide a Reserve Fund for items of capital expenditure

and/or for such expenditure expected to be incurred from time to time. PURCHASER is under obligation to pay/contribute for any additional Sinking Fund as deemed necessary by the Maintenance Company and/or the FMC for replacement of any capital item.

- 9.2)** The said Sinking Fund/Reserve Fund shall be utilised for the objects for which the same has been reserved and PURCHASER agrees to pay and contribute such amount as when called upon by DEVELOPER and/or Maintenance Company and/or the FMC.

**10) EXCLUSION OF LIABILITY**

PURCHASER acknowledges that he/she/it has examined the entirety of the building and facilities and DEVELOPER in no event shall be responsible to PURCHASER or to anybody else at Said Building comprised in Said Land expressly or impliedly for any accident or any damage or loss of any property belonging to PURCHASER.

**11) SEVERANCE**

If any term of these presents, in whole or any part, is held to be illegal and /or unenforceable and/or in contravention with any law for the time being in force then in that event the same shall be deemed not to be a part of and shall be considered severed from this Deed and enforceability of the terms and conditions of this Deed in rest portions shall in no be affected by such severance.

**12) ENFORCEMENT OF COVENANTS**

In the event of any breach on part of PURCHASER in performing its obligations and covenants in terms of these presents and consequent thereto if the rights of the other owners and/or occupiers are in any way effected because of the acts of negligence and/or default on part of PURCHASER then in that event DEVELOPER and upon appointment of FMC such FMC shall be entitled to specifically enforce their rights in terms of these presents.

**13) INDEMNITY**

PURCHASER hereby acknowledges that his/her/its obligation to make payment of all rates, taxes and outgoings whether local or state or central which may become payable in respect of his/her/its Apartment either under the Agreement for Sale or under these presents and agrees to make payment as and when the same becomes due and payable without raising any objection and/or dispute whatsoever or howsoever and in any event agrees to keep DEVELOPER and each one of them fully and/or their respective successor(s) saved harmless and fully indemnified from and against all costs, charges, liabilities, actions, suits and proceedings including cost of litigation.

- 14) OVERRIDING EFFECT:** It is clarified that this Deed of Conveyance shall supersede and/or shall have over riding effect on the agreement and/or any other documents executed prior to the date of this Transfer.

**FIRST SCHEDULE**  
**(DEFINITIONS)**

**(In these presents the following terms and expressions shall have the following meaning unless they are repugnant or inconsistent with the context)**

- a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017;
- b) **“Appropriate Government”** means the Government of West Bengal;
- c) **“Rules”** means West Bengal Housing Industry Regulation Rules, 2018 made and notified under the West Bengal Housing Industry Regulation Act, 2017 by the Government of West Bengal;
- d) **“Regulations”** means the Regulations to be made under West Bengal Housing Industry Regulation Act, 2017 and West Bengal Housing Industry Regulation Rules, 2018;
- e) **“Section”** means a section of the Act;
- f) **“Architect”** shall mean **Sri Sibabrata Lai, CA/2007/40531**, who has been appointed as **Architect** instead and place of *M/S Architectonic Services* on and from **18<sup>th</sup> day of July, 2019** upon the resignation of proprietor of *M/S Architectonic Services* Sri Aditya Goswami (Regd.No.CA/2004/33103) as Architect of Said Project;
- g) **“Apartment/apartment/accommodation”** shall have the same meaning as that of “apartment” as defined in Section 2(d) of the Act;
- h) **“Parking Space”** shall mean the parking space of a medium sized motor car/ two wheeler as sanctioned by Authority of Durgapur Municipal Corporation/ Competent Authority;
- i) **“Common Areas, Amenities and Facilities”** shall have the same meaning as that of “common areas” as defined in Section 2(m) of the Act;
- j) **“Common Expenses”** shall mean those expenses incurred for rendition of Common Services to Common Areas, Amenities and Facilities and detailed in **EIGHTH SCHEDULE**;
- k) **“Common Service/Maintenance”** shall mean those services rendered by DEVELOPER or Maintenance Company or Facility Management Company on their appointment by DEVELOPER;
- l) **“Maintenance Company”** shall mean company, syndicate, partnership or proprietorship firm engaged by DEVELOPER for taking over maintenance of

Common Areas, Amenities and Facilities and also for rendition of common services including replacement and/or repairs to the various equipments and/or installations as may be necessary and/or required from time to time till the formation of Holding Organisation/Association/Society of owners of apartments and the rules and regulations framed by such Maintenance Company shall be common for all the Apartment holders of Said Building;

- m) “Facility Management Company (FMC)”** shall mean company, syndicate, partnership or proprietorship firm engaged by the Management Company with the assent/consent/knowledge of DEVELOPER for sharing/outsourcing/allocating/dispensing with whole or any part of responsibility/task/job assigned to such Management Company by DEVELOPER;
- n) “OWNERS”** shall mean the following persons collectively and shall include their respective heirs, administrators, representatives, successors-in-interest and assigns:
- (i)** Sri Amitava Ghosh (PAN-ADFPG9103Q), son of late Sunil Kanti Ghosh, resident of 55 Rani Rashmoni Path, City Centre, Durgapur-16, Dist.-*Paschim Bardhaman*, Pin-713216;
  - (ii)** Smt. Lakshmi Roy (PAN-ALLPR8523K), wife of late Rajib Bandhu Roy, resident of 8/2 Aurobinda Avenue , A-Zone, P.O.- Durgapur-4, PS-Durgapur, Dist.-*Paschim Bardhaman*, Pin-713204;
  - (iii)** Sri Joydev Saha (PAN No.-AIZPS9151P), son of late Radhagobindo Saha, resident of 14/7 Ranapratap Road, Durgapur-4, Dist.-*Paschim Bardhaman*;
  - (iv)** Smt. Gopa Dasgupta (PAN-ALZPD0957D), daughter of late Rajib Bandhu Roy and wife late Indrajit Dasgupta, resident of F-11 Nabamalancha Group Housing Co-operative Complex, Bidhannagar, P.O.-Durgapur-12, PS- New Township, Dist.-*Paschim Bardhaman*, Pin-713212;
  - (v)** Sri Ranjit Basak (PAN-AGBPB3154D), son of late Nepal Chandra Basak, resident of Central Avenue, Durgapur-4, Dist.-*Paschim Bardhaman*;
  - (vi)** Smt. Piasa Roy (PAN-ACLPR6345L), wife of Sri Gorachand Roy, resident of 9/5 Newton Avenue, Durgapur-5, Dist.-*Paschim Bardhaman*;
  - (vii)** Sri Tuhin Kanti Mondal (PAN-ALGPM8115K), son of late Kiriti Mondal, resident of Kanishka Road, Durgapur-4, Dist.-*Paschim Bardhaman*;
  - (viii)** Sri Mithin Dutta (PAN-AFLPD6437Q), son of Sri Shyamapada Dutta, resident of 20/27 Shivaji Road, Durgapur-4, Dist.-*Paschim Bardhaman*;
  - (ix)** Sri Partha Sarathi Mukherjee (PAN-ADSPM4887G), son of late Kenaram Mukherjee, resident of Ranapratap Road, Durgapur-4, Dist.-*Paschim Bardhaman*;

- (x) Sri Mrinal Kanti Mondal (PAN-ADPPM8384F), son of late Kiriti Mondal, resident of Kanishka Road, Durgapur-4, Dist.-*Paschim Bardhaman*;
- (xi) Sri Sanjib Roy (PAN-AEYPR5956A), s/o late Rajib Bandhu Roy, resident of 8/2 Aurobinda Avenue, A-Zone, Durgapur-4, Dist.-*Paschim Bardhaman*;
- o) **“Plan/Said Plan”** shall mean the Plan sanctioned by the Authority of Durgapur Municipal Corporation being no CB/358/15, (2017-2018) dated 10/03/2017.
- p) **“PURCHASER”** shall mean the Party referred to in the THIRD PART;
- In case PURCHASER is a partnership firm then the partners for the time being of the said firm and such persons or persons who may be taken in or admitted as partner(s) of such partnership firm and shall include their legal heir, representatives, assigns, executors, administrators and executors;
  - In case PURCHASER is a Hindu Undivided Family (HUF), then the *Karta* for the time being of the family which shall include his/her heirs, representatives, permitted assigns, executors and administrator;
  - If PURCHASER is a minor then his/her father, mother or natural guardian who shall remain responsible for performance of the obligation herein contained till the attainment of majority of the minor;
- q) **“Holding Organisation/Association/Society”** shall mean Holding Organisation/Association/Society of the owners of the apartments to be formed by DEVELOPER;
- r) **“DEVELOPER”** shall mean *M/S Aambani Housing Development Project*, a partnership firm registered under the Indian Partnership Act, 1932 having its registered office at 1/12 SEPCO Township, Durgapur-5.
- s) **Apartment And Properties Appurtenant Thereto** shall have the meaning assigned to it in THIRD SCHEDULE.

## **SECOND SCHEDULE**

### **(SAID LAND)**

ALL THAT piece and parcel of *Bastu* land admeasuring an area about 41(forty one) *satak* situated at Mouza-Pardai. PS-New Township, J.L. No.-LR-01 [RS-76] in the district of *Paschim Burdwan*, comprised in LR Plot No.-72 (RS Plot No.-228), and LR *Khatian* Nos.-. 717, 755, 715, 756, 721, 716, 722, 719, 718, 720 and 713.

**NOW OR LATELY BUTTED AND BOUNDED BY**

On the North	RS Plot Nos. 230, 229, 221 (LR Plot Nos. 73, 74)
On the South	RS Plot Nos. 273, 274, (LR Plot No. 70), proposed CS Road 5 meter wide
On the East	RS Plot Nos. 228 (P), 276 (P) (LR Plot Nos. 71, 86)
On the West	LR Plot No. 2, proposed 43.37 meter wide road

**THIRD SCHEDULE**

**(Apartment And Properties Appurtenant Thereto)**

ALL THAT one number of apartment having a carpet area of ..... square feet (built up area of ..... square feet ) be the same, a little more or little less, on .....floor of .....type, being no....., delineated in ..... colour on the Plan annexed hereto and marked as **Annexure "A-2"** TOGETHER WITH undivided, proportionate, variable, impartible share on land appurtenant, underneath and attributable thereto TOGETHER WITH the right to parking in Multi-level/open parking space bearing number .....admeasuring approximately .....square feet TOGETHER WITH undivided impartible proportionate share in Said Land more fully described in **SECOND SCHEDULE**.

**FOURTH SCHEDULE**

**(COMMON AREAS, AMENITIES AND FACILITIES)**

The following shall mean "common areas" as defined in Section 2(m) of the Act:

- 1.1. The entire Land for the real estate project.
- 1.2. Common generators, its installation and its allied accessories and room for the operators of the elevators, lighting of the common areas, pumps and common utilities;
- 1.3. Electric Sub-station;
- 1.4. Swimming pool;
- 1.5. Installations, signage and security arrangements not exclusive to any individual building;
- 1.6. Boundary walls of the premises including outer side of the walls of the building and the main gates;
- 1.7. Well lit decorative walk-ways;
- 1.8. Management /Maintenance Office;
- 1.9. Round the clock security arrangements with CCTV and intercom;
- 1.10. Fences, hedges, boundary walls and gates of the Residential Complex;
- 1.11. Shades and other constructions;
- 1.12. Rain water harvesting area;
- 1.13. Dedicated communication system for telephone;
- 1.14. Such other equipments, machinery or facilities to be determined by DEVELOPER from time to time of any particular segment as for the use of any group of persons owning apartments in Said Building as DEVELOPER decides.



- 1.15. Drains and sewers from Said Building to the Municipal Duct;
- 1.16. Water sewerage and drainage connection pipes from the from the Apartments to drain and sewers common to the premises;
- 1.17. Toilets and bathrooms for the use of security guards drives, maintenance staff of Said Building;
- 1.18. Staff/rest room/temporary residence of security staff and/or other maintenance staffs with all fixtures and fittings, including electrical equipments provided and fitted by DEVELOPER;
- 1.19. Tube well, if any, water pumps, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required for such installations;
- 1.20. Transformer, electrical wiring meters, fittings and fixtures for lighting the staircase lobby and other common areas( excluding those installed for a particular Apartment and spaces required therefor;
- 1.21. Windows/Grills/doors and other fittings of the Common Areas of Said Building;
- 1.22. Fire fighting equipment and extinguishers and protection system;
- 1.23. Lifts and their accessories installations and spaces required therefor;
- 1.24. Entrance lobby and the lobbies on each of its floors and the staircases from the ground floor up to the terrace and also the basement and the ultimate roof of Said Building as also all open parking space so sanctioned within the Complex;
- 1.25. Cable connections;
- 1.26. The ultimate roof for common use;
- 1.27. Such other common parts, areas, equipments, installations, fixtures, fittings and open spaces in or about Said Building and/or the building as are necessary for passage to or the use and occupancy of the units/flats.

Unless otherwise indicated herein lighting equipments, gates, trees, bushes, decorations e.g. sculptures etc. pipes, ducts and cables situated within Said Building shall be deemed to be common to owners/purchasers of apartments in Said Building. PURCHASER shall have only right of use and shall not have any ownership right and all of which will be owned by the Holding Organisation/ Association/Society of Apartment owners for the common benefit of all the owners/ purchasers of apartments in Said Building.

## **FIFTH SCHEDULE**

### **EASEMENTS OR QUASI EASEMENTS FOR MAINTENANCE COMPANY/ FACILITY MANAGEMENT COMPANY OR HOLDING ORGANISATION/ ASSOCIATION/SOCIETY OF APARTMENT OWNERS/PURCHASERS**

The rights, easements, quasi easements, privileges and appurtenances mentioned hereunder shall be reserved for the Management Company:

1. The right in common with PURCHASER and/or other person or persons entitled to the other parts of Said Building as aforesaid for the ownership and use of common

part or parts of Said Building including its installations, staircases, open spaces in the ground floor, covered spaces, electrical installations and other passage.

2. The right of passage in common with PURCHASER and other person(s) as aforesaid for electricity, water and soil from and to any part (other than Said Apartment) to other part of Said Building through pipes, drains, wires, conduits lying or being under, through or over Said Apartment so far as may be reasonably necessary for the beneficial use and occupation of other portion or portions of Said Building for all purpose whatsoever.
3. The right of egress and ingress to and from other parts of Said Building, front staircases & entrances, electrical installations, open and covered space and other common passages of paths of Said Building.
4. The right of Maintenance Company and persons authorised by it with or without workmen and necessary materials to enter from time to time with due permission of and proper notice to PURCHASER/authorised occupier of Said Apartment to enter into Said Apartment for the purpose of repairing of such pipes, drains, wires, cables, and conduit, underground or overhead reservoir so far as may be necessary.

### **SIXTH SCHEDULE**

#### **EASEMENTS/QUASI EASEMENTS FOR PURCHASER ENJOYABLE WITH CO-OCCUPIERS**

The rights, easements, quasi easements, privileges of PURCHASER to be enjoyed alongwith other co-occupiers are hereunder mentioned:

1. PURCHASER shall be entitled to all rights, privileges, vertical, lateral, supports, easements, quasi easements, and appurtenances whatsoever belonging to or in any way appertaining to Said Apartment or therewith usually held used, occupied or enjoyed or reputed or known as part or parcel thereof appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING UNTO the Maintenance Company the rights, easements, quasi easements, privileges and appurtenances hereinbefore more particularly set forth in the **FIFTH SCHEDULE**.
2. The right of access of passage in common with the Maintenance Company and/or co-owners/co-occupiers of Said Building at all times and for all normal, lawful, purposes connected with the use and enjoyment of the staircase, tube well, lifts and electrical installations in Said Building and Said Land
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of Said Apartment with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and **PROVIDED ALWAYS** and it is hereby declared that nothing herein contained shall permit PURCHASER or any persons deriving title under PURCHASER or servants, agents, employees and invitees of PURCHASER to obstruct in any way by vehicles

deposit of materials, rubbish or otherwise the free passage of or other persons including the co-owners and the Management Company along such drive ways and path ways as aforesaid.

4. The right of support, shelter, and protection of Said Apartment by or from all parts of Said Building so far they support, shelter or protect the same.
5. The right of passage in common as aforesaid electricity, water and soil from and to Said Apartment through pipes, drains, wires and conduits lying or being under through or over Said Building and Said Premises so far as may be reasonable and necessary for the beneficial occupation of Said Apartment and for all purposes whatsoever.

### **SEVENTH SCHEDULE** **(RESTRICTIONS/HOUSE RULES)**

**NOT TO** throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in Said Building and within its compound or any portion thereof except in the space designated for disposal of garbage and rubbish in the ground floor within or outside the compound of Said Building.

**NOT TO** store or bring and allow to be stored and brought in Said Apartment, any goods of hazardous or combustible nature or which are too heavy as to endanger the structures of the building or any portion of any fittings and fixtures thereof including windows, doors, floors etc. in any manner.

**NOT TO** hang from or attach to beams or rafters any articles or machinery which are heavy or likely to affect or imperil or damage the construction of the building or any part thereof excepting fixation of window and/or split air conditioners in places specified for such installations, provided such installation does/do not damage the look of Said Building or any portion of the same in any manner and in case any such damage is caused such occupier/owner/purchaser shall be bound to restore the conditions of Said Building prevailing before such installation or to compensate the same by paying compensation/damages to DEVELOPER/Maintenance Company/Facility Management Company or to the Holding Organisation/Association/Society on their appointment by DEVELOPER.

**NOT TO** do or cause anything to be done in or around Said Apartment which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of Said Apartment or adjacent of Said Apartment or in any manner interfere with the use and rights and enjoyment thereof or any passage and/or passages or amenities available for common use.

**NOT TO** close or permit the closing of Verandahs or lounges or balconies lobbies and common parts and not to alter or permit any alteration in the elevation and outside

colour scheme of the external walls which are exposed to the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of Said Apartment which in the opinion of DEVELOPER/Maintenance Company/Facility Management Company differs from the colour scheme of Said Building or deviation or which in the opinion of DEVELOPER/Maintenance Company/Facility Management Company may affect the elevation in respect of the exterior walls of Said Building.

**NOT TO** install grills which are protruding the windows, such grills are to be fitted inside the windows and shall be of such as shall be approved by the Architect/DEVELOPER/Management Company/Facility Management Company or the Holding Organisation/Association/Society of owners of apartments on their formation by DEVELOPER.

**NOT TO** do or permit to be do any act or thing which may render void or make voidable any insurance in respect of Said Apartment or any part of Said Apartment or any part of Said Building or cause increased premium to be payable in respect of Said Building.

**NOT TO** make in Said Apartment any structural addition and/or alteration such as beams, columns, partition walls etc or improvement of a permanent nature except with the prior approval in writing of Competent Authority after obtaining written consent from the Holding Organisation/Association/ Society. None of DEVELOPER/Management Company/Facility Management Company shall have any authority to give assent as aforesaid to PURCHASER.

**NOT TO** fix or neither install any window antenna on roof or terrace of Said Building nor shall be fixed any antenna excepting that PURCHASER shall be entitled to fix any DTH antenna for cable operation. Only one antenna would be allowed to be fixed by the owner/purchaser/occupier of one Apartment. If DEVELOPER/Maintenance Company/Facility Management Company specify any place(s)/ positions(s) for such installation the owner/purchaser/occupier shall be bound to fix/install such antenna in the specified place/position.

**NOT TO** use Said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of other portions of Said Building or to the for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eateries or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activity whatsoever and similarity shall not keep in the parking space any other vehicles other than private vehicles and shall not put any *kuchchca* or *pucca* construction, grilled wall /enclosures thereon or part thereof and shall keep it always open as before, allow any other person to dwell or stay in the allotted car parking space by putting any articles or blocking.

**NOT TO** park car on the pathway or open spaces of Said Building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by DEVELOPER/ Management Company/Facility Management Company.

**TO ABIDE** by such building rules and regulations as may be made applicable by DEVELOPER/ Management Company/ Facility Management Company or the Holding Organisation/ Association/ Society on appointment by DEVELOPER.

**NOT TO** display or permit any person raw meat or sacrificing of animals or any vulgar or obscene act so as to cause disturbance/embarrassment of other owners/purchasers/occupiers of apartments on Common Areas, Amenities and Facilities of Said Building or in the compound of Said Building or any portion thereof.

**NOT TO** do or permit someone to do any act or deed whereby the sentiments of other occupants are in any way injured or hurt.

In the event of non-payment of such services and Common Expenses PURCHASER shall be liable to pay interest at the rate of ..... per annum to DEVELOPER and upon appointment of Management Company/ Facility Management Company to such Management Company/Facility Management Company and in the event of continuation of such default for a period of sixty days from the date it becomes due then in that scenario, without causing any prejudice to other remedies rights available to DEVELOPER/Management Company/Facility Management Company and PURCHASER hereby gives his/her/its unconditional consent to DEVELOPER/ Management Company/Facility Management Company to undertake the following steps :

- a) To disconnect the supply of electricity;
- b) To discontinue /disconnect the supply of water;
- c) To withhold the services of the lifts to PURCHASER and the members of their families and visitors and the same shall not be restored until such time PURCHASER having made full payment of accrued amounts along with interest at the aforesaid rate;
- d) To continue the facility of DG power back-up.

In the event of non-payment of any of the amounts payable by PURCHASER to DEVELOPER/ Management Company/Facility Management Company as the case may be in addition to above will also be entitled to interest on the remaining outstanding at the rate of 15% per annum.

PURCHASER shall not allow someone to reside in the parking space or use the same for any other purpose other than private car or two-wheelers.

PURCHASER shall not park nor shall permit anybody to park the car or two-wheelers in allotted parking space or anywhere in the compound of Said Building which may obstruct the movement of person and/or vehicles of others.

In the event PURCHASER washes or makes someone to wash his/her own car/two-wheeler in the compound of Said Building, then PURCHASER shall be liable to clean up the space where such cleaning activities has taken place.

**NEITHER** store nor permit anybody to store any article or things into or upon the allotted parking space or anywhere in the compound of Said Building.

**TO** abide by all the Rules, Regulations as may be made applicable for the use of Parking Space from time to time by the Management Company or Facility Management Company.

**MUST NOT** let or part with the possession of the Car/Two-wheelers Parking Space excepting as a whole with Said Apartment to anyone else excepting to a person who owns a Apartment in Said Building only after obtaining prior permission from the Holding Organisation/Association/Society and after giving declaration to that effect.

### **EIGHTH SCHEDULE** **(COMMON EXPENSES)**

#### **Expenses incurred for the heads written hereunder shall be deemed to be Common Expenses as mentioned in these presents:**

1. Repairing, rebuilding, repainting, improving or undertaking other treatment as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may in the opinion of Holding Organisation/Association/ Society be necessary and in proper and workmanlike manner all wood, metal, stone and other work including external surfaces, exterior doors of Said Building, decorating and colouring all such parts of Said Building and all structures appurtenant to and associated with Said Building as and when deemed necessary by Holding Organisation/Association/Society.
3. Keeping the gardens and grounds of Said Building in a neat and clean condition and tending and renewing all lawns, flower beds, shrubs, trees, forming part thereof as necessary and maintaining repairing and where required restructuring/ reconstructing any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and cleaning the private road when necessary.
5. Paying a fair proportion of the cost of cleaning, repairing, reconstruction and restructuring and cleaning of private road if necessary.
6. Paying such workers as may be necessary in connection with the upkeep of the property.

7. Insuring of any risks in connection with Said Building.
8. Cleaning as necessary the external walls and windows (not forming a part of any apartments) in Said Building or any structures appurtenant or associated with Said Building and also keeping Common Areas, Amenities and Facilities clean, halls passages staircases and all other common parts of the building.
9. Cleaning as necessary any part of Said Land.
10. Operating maintaining and if necessary renewing /replacing lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as DEVELOPER/Maintenance Company/Faculty Management Company or the Holding Organisation/Association/ Society on their appointment by DEVELOPER.
11. Maintaining and operating the lift.
12. Maintaining the LT electric installations.
13. Maintaining the electrical supply to Common Areas, Amenities and Facilities.
14. Providing for and arranging for emptying receptacles for rubbish.
15. Paying all rates, taxes, duties, charges, assessments and outgoings whatsoever (whether central, state or local) assessed, charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual owners/occupiers of any apartment.
16. Abating any nuisance and executing such works as may be necessary for complying with any notice served by any local authority in connection with the development or any part thereof so far as the same is not liability of or attributable to the Apartment of any individual lessee of any Apartment.
17. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the apartments.
18. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance, expenses and certifying the total amount thereof for the period to which the account relates.
19. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulation orders and bye-laws made thereunder relating to the building excepting those which are the responsibility of DEVELOPER/ occupier/owner of any Apartment.

20. Purchase, maintenance, revamping, restoration and/or insurance, deemed necessary by DEVELOPER/Maintenance Company/ Facility Management Company, to be made in connection with equipments required to carry out the acts and things mentioned in this Schedule.
21. Administering the staff of the Management Company with all relevant status and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
22. The provisional maintenance, refurbishing, restoration of any other equipment and the provision of any other service, which in the opinion of DEVELOPER/Maintenance Company/Facility Management Company is reasonable to provide.
23. Such time to be fixed annually as shall be estimated by the Management Company/ Facility Management Company to provide a reserve fund for items of expenditure referred to in this Schedule to be or expected to be incurred at any time.
24. The said reserve shall be kept in a separate bank account to be opened by DEVELOPER/Management Company/Facility Management Company in any nationalised bank and after completion of the project all the balance amounts shall be transferred to the bank account to be opened in the name of Holding Organisation/Association/ Society of the owners/purchasers of units/flats in Said Building on their appointment by DEVELOPER.

**EXECUTION AND DELIVERY**

**IN WITNESS WHEREOF** the parties hereto have hereunto spontaneously set and subscribed their respective hands and seal on the day month and year first above written without any coercion, misrepresentation and/or undue influence.

**SIGNED AND DELIVERED BY OWNERS AT  
DURGAPUR IN PRESENCE OF**

<p>.....</p> <p>(Name:</p> <p>Address:</p>	<p>.....</p> <p>.....</p> <p>.....</p>
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**SIGNED AND DELIVERED BY DEVELOPERS**  
**AT DURGAPUR IN PRESENCE OF**

.....  
(Name: .....  
Address: .....

)

**SIGNED AND DELIVERED BY**  
**PURCHASER(S) AT DURGAPUR**  
**IN PRESENCE OF**

.....  
(Name: .....  
Address: .....

)

*Prepared by ..... having  
License No. ....under the  
Office of Additional District Sub-Registrar,  
Durgapur, Paschim Bardhaman*

.....  
*Signature of Deed Writer*