

DISA ENTERPRISE

*Pranay Saha Mukherjee*  
Partner

**THE CERTIFICATE OF POSSESSION OF OWNER'S ALLOCATION FLAT/  
FLAT AND CAR PARKING SPACE**

Date: .....2020

....., S/O/D/O/W/O- ....., by  
nationality- Indian, by profession- ....., resident of  
.....

Re: **Delivery of possession of the Flat** being no. .... on the  
.....**Floor**, South-West side at Block....., measuring Cover Area  
of ..... Sq. ft., more or less, Super built up area of .....Sq. ft.,  
more or less, consisting of .....Bed Rooms, living-cum-dining  
space, Kitchen, .....Toilets, Verandah along with car parking space,  
having an area of ..... Sq. ft., more or less, being marked as  
"....." at the Basement/ Ground Floor alongwith common area and all  
rights of easement, common facilities and amenities at the newly  
constructed residential complex named "DISA GOURTIRTHA ABASON".

Sir,

I confirm having delivered the vacant and peaceful possession of the above  
referred flat and car parking space at the newly constructed residential  
complex named "DISA GOURTIRTHA ABASON" located at Mouza-  
Baidanga, J.L. No. -35, under P.s.- Burdwan, Dist- Purba Bardhaman  
comprised in R.S. Khatian No.- 613 and L.R. Khantian No. -2055, 5842, 5843 and 5844, R.S.  
Plot No.-794 corresponding to L.R. Plot No. -1686, under P.S. & Dist. Burdwan within the  
local limits of Burdwan Municipality, under ward no-14, Holding No.-38, Chotonilpur West  
Para Mahalla, in terms of Agreement Dated.....(in case of  
PURCHASER)/Registered Development Agreement Dated 22.06.2017, being  
no. 02304402 for the year 2017, which was subsequently modified by  
registered Supplementary Agreement dated 28.08.2019, being no. 02306999  
for the year 2019 (in case of LANDOWNERS).

You are requested to acknowledge & accept the delivery of possession of the  
said flat and car parking space with full satisfactory condition so far as the  
agreed specification of the construction, materials used and workmanship is

concerned by signing at the bottom of copy of this letter at the indicated place.

You are also requested to acknowledge that now you have no further claims and/or dues from the developer by signing at the bottom of copy of this letter at the indicated place.

In terms of the said agreements you are liable for payment of various statutory and other liabilities in respect of said flat and car Parking Space, which are stated here in under to me till an association or society of the flat owners of the said new building is formed.

The statutory and other liabilities mentioned above are as follows:-

- Proportionate share of municipal rates and taxes.
- Proportionate share of maintenance charges for maintaining the common areas including the salaries and or remuneration payable to the darwans and sweeper of the said new building.
- Electricity Charges for the electricity consumed by you.
- Proportionate share of electricity charges for the electricity consumed in respect of the common areas /water motor etc of the said new building.
- All other common expenses as agreed and applicable for balance all the occupiers.

#### **(COMMON AREA AND FACILITIES)**

1. Stair case and landing on all floors.
2. Common passage excepting car parking passage.
3. Water Pump, Water Tank, all the water pipe, and other plumbing installations.
4. Lift
5. Swimming Pool and Play Area.
6. Electric wiring and meters room.
7. Drainage and sewers.

8. Such other common parts areas equipments, installation, fixtures, fittings, and spaces in or about the said building as are necessary for the use and occupancy of the flat unit in common.

9. Top Roof.

**(COMMON EXPENSES)**

1. All cost of maintenance ,operating, replacing, white washing (Once with in two year),painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
2. The salaries of all the persons employed for the said purpose.
3. All charges and deposit for suppliers of common facilities and utilities.
4. Municipality taxes ,multi storied building taxes, other out going saves those separately assessed on the respective flat/unit.
5. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
6. All litigation's expenses for protecting the title of the said land and building.
7. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. The office expenses incurred for maintaining the office for the common expenses.
9. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
10. For all common expenses as mentioned here in above the all occupier will contribute his proportioned amount on monthly basis.

11. Till the formation of society the maintenance of the building is under developers supervision and every occupier will pay maintenance charges proportionately.

**(COMMON RESTRICTION)**

The building shall be subject at to the same restriction and use as are applicable for common benefits of all occupiers of the building which shall include as follows:-

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building .
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case

may be and shall attend to answer and be responsible for the said laws and regulations.

- The respective allocation shall deep the interior walls, sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or any other portion or portion of the said building.

Thanking You,

(DISA ENTERPRISE)

I, ....., on this .....day of .....  
20....., have taken delivery of possession of my above referred  
flat and Car parking spaces in full satisfactory condition and agree all the  
terms and conditions and to pay the charges mentioned hereinabove.

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**SIGNATURE OF WITNESSES**

(.....)

(.....)

(.....)

**DISA ENTERPRISE**  
*Grower* *Sher* *Mishra*  
**Partner**