

## D E E D OF INDENTURE FOR SALE OF FLAT

THE PROPERTY IS SITUATED AT MOUZA –  
RADHANAGAR  
UNDER BURDWAN MUNICIPALITY  
WITHIN P.S. BURDWAN & DIST. PURBA BARDHAMAN.  
CARPET AREA OF FLAT ..... SQ.FT. (  
HAVING COVER AREA OF FLAT .....  
SQ.FT. AND HAVING SUPER BUIL-UP  
AREA OF FLAT.....SQ.FT.) & COVER  
CAR CUM FOUR WHEELER / TWO  
WHEELER PARKING SPACE .....  
SQ.FT.

SALE VALUE RS. ..../- (RUPEES  
.....)  
GOVT. ASSESSED VALUE RS. ..../- (RUPEES  
.....)

**THIS DEED OF SALE MADE ON THIS ..... DAY OF  
.....(Month),**

**TWO THOUSAND AND ..... (202....)**

**By and Between**

**1. SRI AMAL KUMAR MONDAL @ SRI GOPAL CHANDRA  
MONDAL, PAN: AEBPM9562N, son of Late Banwarilal Mondal,**

**2. SMT. SUMITA RANI MONDAL, PAN: AFDPM2507G, wife of Sri  
Amal Kumar Mondal @ Sri Gopal Chandra Mondal,**

Both are by faith Hindu, by Nationality Bharatiya, by occupation business, resident of Birhata, Kalitala, Bardhaman, P.O. & P.S. Bardhaman, District Purba Bardhaman, PIN 713101, hereinafter referred to as "**FIRST PARTY / LAND OWNER**" (which expression shall, unless excluded by or repugnant to the context, be deemed include his legal heirs, executors, legal representatives, and assigns) **OF THE FIRST PART.**

**AND**

**“M/S SAMANTA HOUSING DEVELOPER” PAN: ADBFS1519A, a  
Partnership Firm, having its office at, Vill. Raina, P.O. & P.S. Raina, District  
Purba Bardhaman, PIN 713421, represented by its Managing Partner,**

**SRI DEBASIS SAMANTA, son of Sri Kalicharan Samanta, by faith Hindu, by  
Nationality Indian, by occupation business, resident of Golahat, Shankharipukur,  
Bardhaman, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, PIN 713103,  
hereinafter referred to as **SECOND PARTY/DEVELOPER** (which expression  
shall, unless excluded by or repugnant to the context, deemed to include his legal  
heirs, executors, administrators, legal representatives, successor in interest and  
assigns) **OF THE OTHER PART****

*[If the allottee is a company]*

**AND**

.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, (1956 or the Companies Act, 2013 as the case may be), having its registered office at ..... (PAN .....), represented by its authorized signatory (Aadhar No.....), duly authorized vide Board Resolution dated ....., hereinafter, referred to as the "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successor(s)-in-interest and permitted assigns).

**OR**

*[If the allottee is a partnership firm]*

M/s ..... a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at..... (PAN-.....), represented by its authorized partner. (Aadhar No.....) duly authorized vide hereinafter referred to as the "Allottee", (which expression shall, unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

**OR**

*[If the allottee is an individual]*

Mr./Mrs./Ms..... (Aadhar No. ....) son/daughter/wife of, Mr.....  
...aged about ..... Years, residing at .....,  
(PAN ..),  
hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs,

executors, administrators, successors-in-interest & permitted assignees).

**OR**

*[If the allottee is HUF]*

Mr. /Ms. .... (AadharNo. )

Son/daughter/wife of..... Aged about. Years for self and as the

Karta of Hindu Joint Mitakshara Family known as HUF, having its place of business/ residence at.....(PAN-.....), (hereinafter referred to as, "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators permitterl assigns).

*[Details of other allottees to be inserted, in case of more than one allottee]*

The Promoter and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

## **1. Devolution of the property:-**

**WHEREAS** The property mention in schedule 'A' is the absolute owner of land by measuring 0.070 acare and /or 3049.2 sq. ft. more-less area of land being R.S. Khatian No. 1636, R.S Plot No. 7039/7539 and in the L.R.R.O.R, the Khatian No. 7892 & 7893 and Plot No. 5861, classification of land Bastu, within Mouza Radhanagar, J.L. No. 39, under P.S. Bardhaman, Dist. Purba Bardhaman and being Holding No. 110 within ward No. 9, Kalibazar Mahalla under Bardhaman Municipality and has absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more-fully described in the entire First Schedule hereinafter written (hereinafter referred to as the "**SAID PREMISES**").

**WHEREAS** 'A' schedule plot of land was under the ownership of Indra Narayan Dube and his name was properly been recorded in the R.S.R.O.R. and during his possession and enjoyment of the property he has died living behind his wife Durlava Sundari Dube and only son Narayan Dube and being the absolute owner as the legal heir of Indra Narayan Dube, said Durlava Sundari Dube and Narayan Dube have transferred their respective share of property as mentioned in schedule A in this deed on 22.05.1957 and such transfer has been completed by execution of a sale deed which has been registered before the office of D.S.R. Bardhaman with endorsement as Deed No. 3972 of 1957 and such transfer has been completed in favour of Kishori Mohan Mukhopadhyay and subsequently under Khatian No. 1636 of R.S.R.O.R. being plot No. 7039/7539 has been recorded in the name of said Kishori Mohan Mukherjee and by getting sanctioned plan form Bardhaman Municipality, said Kishori Mohan Mukherjee has constructed a building thereon and enjoy the same without getting any hindrance from anyone.

**AND WHEREAS** during enjoyment of the property by Kishori Mohan Mukherjee, one Nihar Bala Devi has filed a partition suit before the Court of Civil Judge Senior Division with endorsement the number as 181 of 1968, subsequently which transferred before the Court of Additional Sub Judge with endorsement as re-numbered as 87 of 1970, where in the said suit, the A schedule property has been included erroneously, but in the decree in the said by solenama, the A schedule property declared as personal property of Kishori Mohan Mukherjee.

**AND WHEREAS** during the possession and enjoyment of the property Kishori Mohan Mukherjee has died living behind Sri Ashok Mukherjee as the son, Nivanani Devi as the wife and Manju Banerjee as the daughter who have become the owner in respect of the A schedule property by inheritance and being

the absolute owner said legal heirs of Ashok Kumar Mukherjee has transferred the A schedule property in favour of present Land Owner by way of execution of a sale deed which has been registered before the office of Registrar of Assurance at Calcutta on 13.07.1995 with endorsement as Deed No. 1781 of 1995 and during preparation of the deed, a typical mistake has been occurred in respect of area of land which has been typed as “0.07 shatak” and such has been corrected by registered Declaration Deed vide Deed No. 2942 of 2016 of Additional Registrar of Assurance, Kolkata. After purchasing the property present land owner Sumita Rani Mondal and Amal Kumar Mondal @ Gopal Chandra Mondal have mutated their name in the L.R.R.O.R.

## **2. DESCRIPTION RECORD OF RIGHT**

**AND WHEREAS** the schedule property according to R.S.R.O.R was under rayati swatwa of Ashok Kumar Mukherjee under Khatian No. 1636 and in the L.R.R.O.R, the properties is under rayati swatwa of Smt. Sumita Rani Mondal and Sri Amal Kumar Mondal @ Gopal Chandra Mondal under Khatian No. 7892 and 7893 respectively, L.R. Plot No. 5861, classification of land Bastu and the rent has been paid upto the period of ..... B.S., while in the Municipal register the name of the land owners have been recorded under Holding No. 110 within Kalibazar Mahalla under Ward No. 09 of Bardhaman Municipality.

## **3. ACCORDING TO TITLE & R.O.R**

**WHEREAS** the first party / land owner, according to title & R.O.R., being the absolute owner of schedule land, have decided to develop the schedule mentioned property to a project of multi storied building but he is not in a position of to do same, due to lacking of experience as well as physical capacity and deficiency of pecuniary capacity, as such he has expressed his desire as the form of help of any other by which the dream of first party shall be taken as the place of reality.

#### **4. Acquaintance of the Developer:–**

The said land is earmarked for the purpose of building residential project comprising multistoried apartment buildings and the said project shall be known as Named ‘SHARADA AABASAN’

**AND WHEREAS** the developer is acquainted as ‘FIRM’ namely **M/S SAMANTA HOUSING DEVELOPER**”, who already introduced own self in the locality i.e. in Barddhaman Town, by constructing a project of multi-storied building thereon and the developer is financially sound to complete the further project by maintaining the rule of local authority.

#### **5. Intention of First Party and approach of Developer:-**

**AND WHEREAS** the second party developer hearing the dream of first party from their close circle and approach to the first party to allow the Second Party, to develop the land particularly mentioned and described in the first and/or “A” schedule hereunder according to sprouted dream of both parties.

#### **6. AGREEMENT BETWEEN LAND OWNER AND DEVELOPER WITHNESSETH AS FOLLOWS :-**

. **WHEREAS** both the parties i.e. Land Owner and Developer by realizing with each other i.e. perfection of right , title, interest and possession of the land and the capacity and capability of the developer, both the parties have entered into an agreement as Development Agreement on 22<sup>nd</sup> May, 2018 and such has been registered before the office of A.D.S.R. Burdwan with endorsement as Deed No. I - 3889 of 2018 and subsequently by way of Supplementary Agreement of Development Agreement on 26<sup>th</sup> June of 2019

and such has been registered before the office of A.D.S.R. Burdwan with endorsement as Deed No. I- 432 of 2020. The specification and allocation of Owner and Developer has been made. At the same time, the Land Owner also empower to the Developer by way of Development Power, which has been registered before the office of A.D.S.R. Burdwan on 04<sup>th</sup> Jun 2018 vide Deed No. 4309 of 2018.

### **7. Proceedings to sanction the plan:-**

**AND WHEREAS** for the purpose of development of land as mentioned in schedule A hereunder the landowner has authorized the developer by way of a registered deed of development of A.D.S.R. Burdwan vide Deed No. I- 3889 of 2018 and subsequently by way of supplementary deed vide deed No. I – 432 of 2020 of A.D.S.R. Burdwan the specification of allocation of owner and developer has been made.

**AND WHEREAS** the developer according to said agreement has taken attempt to develop the said land by constructing new multistoried buildings as residential flat as ownership basis according to sanctioned plan which has been sanctioned by Burdwan Municipality, for said purpose the Developer through the First Party submitted the site plan first and subsequently according to said sanctioned site plan, (G+VI) building plan submitted and that has been sanctioned by Burdwan Municipality on 27<sup>th</sup> September. 2018 vide memo no. 536/E/VII-4 and plan No. 1265, dt. 24.09.2018 where the location and position of each flat as well as other common area i.e. stair case, septic tank and drainage system etc have been shown and depicted properly.

### **8. Description of apartment:-**



**AND WHEREAS** after sanction of said plan by Barddhaman Municipality , as per said sanctioned plan, the Developer / Confirming Party has started to construct the ( G+VI) residential flat, over the said 'A' schedule land. At the same time the **land owner** and the **Developer** have to sale out all such flats which are under construction with the acquaintance in the said project shall be known as Named **'SHARADA AABASAN'**. According to display this project the Purchaser by expressing his/her/their intention, want to search all documents in connection of right, title and interest in respect of 'A' schedule land and the sanctioned plan where three flats, at each floor has been constructed and at basement for parking space would be used as commonly by all other garage purchasers and other amenities as common uses which have been shown and depicted in the said sanctioned plan properly. Here the description of land has been properly described in schedule 'A' and the description of flat i.e. how many rooms should be provided that has been described properly at schedule 'B' and after completion of the building all the flats are ready to hand over to the intending purchaser.

**AND WHEREAS** the W.B.S.E.D.C.L. authority has given the electric connection by installation of transformer in the building with all of its equipments for supplying electricity in the constructed flats as well as building.

#### **9. Indemnity by the Land owner and developer to the Purchaser:-**

In respect of right, title and interest of 'A' schedule and /or first schedule property there is no dispute, defect and encumbrance, the land owner ensured the same to the purchaser and in respect of construction there is no deviation has been made from the sanctioned plan and quality of material the developer has assured to the land owner as well as the same to the purchaser.

**10. Intention of Purchaser:-**

**AND WHEREAS** the Purchaser after making inspection, in respect of all such documents by which Purchaser being satisfied in respect of right, title and interest of the specific flat as mentioned in schedule 'B', which is part of the apartment be constructed over the 'A' schedule land and all such common rights in the apartment and the duties for all flat purchaser that has been mentioned in schedule 'C' & 'D' and being satisfied, the purchaser(s) intend to purchase the flat and according to choice and convenience to the parties, Purchaser has entered into an agreement, being aware of all terms and conditions, with First Party Vendor and the Developer / Confirming Party, to **purchase "Flat No. ...."** marked flat at **..... Floor and ..... sqft. Two Wheeler/ Four Wheeler parking space at Basement** with the consideration of **Rs. ..../- (Rupees .....)** **only** and said consideration money how to be paid said memo of consideration has been described in schedule 'E'.

**11. Agreement among the parties for the flat:-**

**WHEREAS** after observation of all documents in respect of land & building and being aware in respect of right as common user and at the same time the terms and conditions which have been mentioned in schedule "C" & "D", the PURCHASER has entered into agreement with the LAND OWNER and also with DEVELOPER to purchase said **"Flat No. ....** marked flat at **..... Floor and ..... sqft. Two Wheeler / Four Wheeler parking space at Basement** with the consideration of **Rs. ..../- (Rupees .....)** **only** and out of total consideration money the Purchaser has paid the part consideration money for purpose of the said flat i.e. "B" Schedule flat, of this deed and has obtained the receipt for the same as acknowledgement from the DEVELOPER and such procedure of payment has been mentioned in **Schedule "E"**.

## **12. Observation and terms of the covenant in part of the Purchaser:-**

**WHEREAS** after observation of all documents in respect of right, title and interest of 'A' schedule land and the construction work as well as amenities of the respective flat and building and being satisfied the purchaser has been intend to purchase the 'B' schedule flat, as such the purchaser,

a) shall not be entitled to and covenants not to raise any requisition, quarry, clarification or objection regarding the same and also further waives the right, if any, to do....

i) the right, title and interest of the Owner in respect of 'A' schedule land and the Developer in respect of the said flat and appurtenances;

ii) the plan sanctioned by the Burdwan Municipality;

iii) the construction and including the specification of the apartment, the common portions and the said flat and appurtenances, including the specifications, workmanship and structural stability certification of the structural engineer.

b) the purchaser has measured the area of the said flat and is satisfied regarding the same and agrees and covenants not to ask for any details or question the compulsion of area or make any claims in respect thereof.

## **13. Sale proceedings-**

**WHEREAS** in view of the said agreement the First Party and the Confirming Party, after completion the construction work of building as well as "B" Schedule flat intend to hand over the said flat to the purchaser(s), and after observing the same, being satisfied the purchaser(s) has been ready to take right of ownership and/or possession of the said flat and parking space at basement through this deed of indenture as well as deed of sale, which should be register

before the Registration authority and for the said purpose and/or as per said mutual agreement, the purchase has paid **Rs. ....../-** (**Rupees .....**) **only** in total, the mode of payment mentioned in Schedule **E** which is part of this deed and after receiving total considering money, from the purchaser, the owner first party and the developer Firm represented by its partner are executing this deed of indenture as well as Deed of Sale and making registration the same before the Registration Authority, here by grant, convey, transfer assign and assure unto the purchaser(s) in respect of free from all encumbrances of all that brick built self combined and independent one flat bearing number “**Flat No. .... on ..... Floor** measuring ..... **sq.ft.** including super built area and ..... **sq.ft.** for Two Wheeler / Four Wheeler parking space at basement at the apartment namely “ **SARADHA AABASAN** ” has been constructed over the said land which has been specifically described in Schedule “A” along with use of right in respect of common staircase, landing, roof, submersible, septic tank, drain, vacant land and other common facilities have been mentioned in Schedule “C” of this deed, and the duties of the purchaser flat owners along with other flat owner and/or occupiers has been mentioned in Schedule “D”.

**AND WHEREAS** the purchaser(s) should acquire proportionate undivided share over the “A” schedule land as per square feet area as mention in ‘B’ schedule property and parking space together with other co-flat owners, and the purchaser also be entitled to get right of use and interest, benefits, liberties, with common open space, right of egress and ingress to the said flat from Municipal road, as well as common right in fixture, sewers, drains, pathway, passages, fencing, boundary walls, staircase, landing, roof, overhead tank, and submersible whatsoever to the said flat and the said property belonging to or in anywhere affirming or usually held or enjoyed these with and said has been reputed to belong or be appurtenance with ‘B’ schedule property along with other flats of the same building.

**AND ALL** the, right, title, interest, inheritance, and claim and demand whatsoever of the vendor and/or the First Party over the 'A' schedule property together with all title deeds and muniment of title whatsoever exclusively relating to or concerning to the said land and the said flat as mentioned in schedule 'A' & 'B' respectively or any part thereof which now from First Party or any other person or persons from whom the purchaser shall procure the undivided proportionate right title & interest in the said "A" schedule land and absolute right title and interest of the said flat which has been mentioned at schedule 'B' and also hereby granted transferred and conveyed the right and interest over the common area along with the covenant of conditions including respective rights, duties which has been set out in the "C" & "D" schedule hereunder written which shall be deemed to be part of these presents and shall be run with the said flat and the said property respectively and the Vendor and/or owner and the developer hereby covenants with the purchaser that notwithstanding any act deed or thing by the Vendor and/or owner done, knowingly suffered to the contrary, then the Vendor and/or the First Party is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat together with proportionate undivided interest in the said plot of land hereby granted transferred or conveyed or expressed so to be and every part thereof for perfect and indefeasible estate of inheritance without any manner of encumbrances, charges, conditions, user of trust or any other things whatsoever to alter, defeat, encumber and make void the same.

**AND THAT** the duties of the purchaser flat owner, along with other flat owners, for maintaining properly "A" schedule property are more fully has been described in schedule "D".

**AND THAT** notwithstanding any such act, deed or thing whatsoever as aforesaid the Vendor and/or the First Party have now himself in good right and full power and absolute authority to grant, transfer, convey, assign and assure the

said flat together with other appurtenances thereto and together with undivided proportionate right title and interest in the said plot of land described in the "A" schedule hereby granted, transferred or conveyed or expressed so to be unto and to the use of the purchaser and the purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the said flat generation together with full right to sell, gift, mortgage, lease whatsoever together with other appurtenances thereto and receive rents, issues and profits thereof, without any lawful eviction interruption claim or demand whatsoever from or by the Vendor and/or the First Party or any person or persons lawfully or equitably claiming from under or in trust for them.

**AND THAT** free and clear freely and clearly and absolutely discharged harmless and kept indemnified against all estates and encumbrances created by the Vendor and/ or the First Party or any person lawfully from under or in trust for the Vendor and/or the First Party **AND FURTHER** that the Vendor and/or the First Party and all persons lawfully or equitably claiming any interest in the said flat or the said land or any of them or any part thereof from under or in trust for the Vendor and/or owner and the developer shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and execute or cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring the said flat and every part thereof and also the undivided proportionate share and / or interest in the said land unto and to the use of the purchaser absolutely and forever.

**AND THAT** the purchaser shall have right to mutate their name in the R.O.R. and Registrar of Municipality and shall pay proportionate share of rent of the said land to the Government of West Bengal and Local Authority regularly.

**ALL THAT** the Vendor and/or owner and the developer here by covenant with the purchaser that they will unless prevented by fire or some other unavoidable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser produce or caused to be

produced to his Solicitors and Agent or at any trial hearing/commission/examination or otherwise or occasion shall require all or any of the deeds or writings as aforementioned AND ALSO at the like request and cost deliver or cause to be delivered unto the purchaser such attested or other copies or extracts of or from the said deeds and writings or any of them as they may require AND WILL in the meantime unless prevented as aforesaid keep the said deed and writings saved, unobliterated and uncancelled.

**THAT** the impression of ten fingers and passport size photo copy of vendor and / or the First Party and the purchaser affixed at the separate demy paper which is part and parcel of this deed and the stamp duty has duly been paid as per assessed value assed by A.D.S.R., Burdwan.

**THE FIRST SCHEDULE ABOVE REFERRED TO “**  
**SCHEDULE - A”**

**DESCRIPTION OF THE [APARTMENT/PLOT] AND THE  
GARAGE/COVERED PARKING (IF APPLICABLE) ALONG  
WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

ALL THAT PIECE AND PARCEL OF THE LAND WITH UNDERCONSTRUCTION MULTISTOREID RESIDENTIAL CUM COMMERCIAL STRUCTURES THEREON that piece of land by measuring 0.070 acare and /or 3049.2 sq. ft. more-less area of land being R.S. Khatian No. 1636, R.S Plot No. 7039/7539 and in the L.R.R.O.R, the Khatian No. 7892 & 7893 and Plot No. 5861, classification of land Bastu, within Mouza Radhanagar, J.L. No. 39, under P.S. Bardhaman, Dist. Purba Bardhaman and being Holding No. 110 within ward No. 9, Kalibazar Mahalla under Bardhaman Municipality. The said land is earmarked for the purpose of building residential project comprising multistoried apartment buildings and the said project shall be known

as Named ‘SHARADA AABASAN’

**AND THE SAID PREMISES IS BUTTED AND BOUNDED BY,**

**On the North:** 5’6” common passage,

**On the South:** 25 ‘ Kalibazar Road (*Municipal Road*),

**On the East:** COV. Drain with Road of Municipality,

**On the West:** II STD Building of Gour Kar,

**SECCHEDULE “B”**

**SCHEDULE ‘B’**  
**(Description of the Flat to be sold)**

**ALL THAT INDEPENDENT FLAT** being **Flat No. “.....”**, (Also known as **Flat No. ....**) on the .....<sup>th</sup> (.....) **Floor** of the proposed building to be erected on the “A” schedule land measuring Area of ..... **Sq. Ft. (apppx.)** including super built up area intend to purchase. The flat consisting of brick-work of ..... Nos. Bed Rooms, .....Nos. Dining – Cum –Drawing room, ..... Nos. kitchen, ..... Nos. privy with ..... Nos. bathroom, ..... Nos. Veranda subject to variation as per construction along with the parking space with measurement as ..... Sq.ft. at ground floor with undivided proportionate impartible share of the land underneath the building in relation to the area of the apartment, together with the right of enjoyment of the common areas and facilities on the Residential Building named and styled as “**SHARADA AABASAN**)” .



## **SCHEDULE -C**

### **(Common Portion / Facilities and rights of the purchaser along with other co-owners and/or occupiers therein)**

#### **Common right:**

#### **The purchaser shall have right,**

1. with the other owners and / or occupiers of the different flats of the said building, shall have full and complete and unfettered right of use in the common and staircases along with landing, roof thereon and there under and gate abutting on the public road in the Ground Floor of the said property for the purpose of egress and ingress and carrying or bringing in or taking out, in respect of the said flat, all goods, furniture and any other movable property.
2. with the other owners and / or occupants shall have full and absolute right of user in the common main drainage and the rain-drainage, sewerage, septic tank and garbage storing place, water supply system from submersible pump and connections including the pipes, pipe lines and also the overhead tank and connections.
3. absolute and unfettered right of user with the other owners and/or occupants in the vertical, overhead and underneath support and the right of keeping raising, inserting, supporting and maintaining all beams, rafters, structures on and to all walls supporting the said flat including all boundaries and / or supporting walls.
4. absolute and unfettered right of user, with the other co-owners and/or occupiers, in the vacant lands, and the electric facility in the vacant land, garage, stair-case with landing and at the roof.
5. with other owners and/or occupiers for obtaining telephone, electric

connections, separate meter in his / their own names to the said flat. The right of fixing Cable lines and / or Dish antenna for Television and / or Radio aerials at the said property and for said purpose the purchaser shall have the right of digging/inserting and for fixing plug and supporting clamps in specific portions of the said property with the consent of the society provided that the purchaser shall restore forth with such dug up holes or excavations at his / their own cost and expenses.

6. to access to the roof of the said apartment, along with his family person and/or agent, for any purpose permissible by law, provided that exercise of such right to access mentioned in this clause shall be without any inconvenience to the other owners and / or occupants of the Top Floor flats of the said property, and the purchaser shall have common right of user and enjoyment of the roof of the Top floor and have the right to rise temporary structures namely pandel etc. and to use the same purely on temporary basis for holding social family function.
7. for maintaining and repairing or white washing or painting of the door and windows as well as in any part of the said flat. .
8. The purchaser(s) shall have the absolute right of making such constructions and alternations at his option within the said flat as permissible under the rules of the legal authority and rules of the Local Authority provided always that such actions does not impair or endanger the safety of the said property or cause any nuisance and annoyance to the other owner or occupants.
9. to get his name mutated as owner of the said flat in the records of the Government or Local Authority and / or having the said flat separately numbered and assessed for taxes and the Vendor and/or the First Party shall whenever require by the purchaser give their or its consent or approval in writing for the purpose of such mutation and separate

assessment if necessary.

10. full and absolute property right such as the Vendor derives from his title save and except that of demolishing or committing waste in respect of the property described in the "B" schedule in any manner so as to effect the Vendor or other co-owners who have already purchased and acquired or may hereafter purchase or acquire similar rights as covered by this conveyance.
11. that with generation together the purchaser(s) shall also be entitled to sell, mortgage, lease or otherwise alienate his own flat hereby conveyed subject to the terms herein contained to anyone without the consent of the Vendor or any other co-owner who may have acquired before and who may hereafter acquire any right, title or interest similar to those acquired by the purchaser under the terms of this conveyance.
12. as undivided interest in the land as more fully described in the "A" schedule hereunder written shall remain joint for all times with the Vendor and / or other co-owners who may hereafter acquire or heretofore have acquired right, title and interest in the land and in any flat in the building it being hereby declared that the interest in the land is impartible.
13. to take separate electric meter, gas and other necessary connections and / or line for use and enjoyment of the flat hereby purchased from specific portion and specific way which has been allotted for said purpose.
14. as absolute and unfettered right of user with the other co-owners and/or occupiers in such other common parts areas, equipments, installations, fixtures fitting, and spaces in or about said building as are necessary for the use and occupancy of the apartment in common and as are specified by the owner to be the common parts.
15. The purchaser shall be liable for penalty, if the purchaser may defaulter for any maintenance charge.

## **Purchaser shall not do the following:**

1. That not to do any such act in the floor of his own flat by which it may cause leakage to the floor underneath.
2. That not to make any such scaffolding, which may cause any nuisance or permanent obstructions to the other occupants of the said property as well as to make any alteration of grill of window and main door which may cause of odd looking to the building, while the view and/or colour of inner part of the flat may change by the purchaser according his choice but the outer part of the flat or any outer part or inner part i.e. common part of the building shall not be change, that should be maintained by the association of the apartment.
3. That not to claim any partition of any common portion and/or the land as mentioned in schedule 'A' here under.
4. That not to transfer the 'B' schedule flat with any extra condition barring the same condition of this deed.
5. That not to transfer the 'B' schedule flat by making dues of all charges.
6. That not to call for or require to join the land owner and the developer as the confirming party at their conveyance deed.
7. That not to alter, modify or in any manner change the structure or any civil construction in the Said flat and appurtenances or the Common Portions of the Said Building.
8. That not to sub-divide 'the Common Portions, under any circumstances, and change/alter/modify the name of Said Building.
9. That not to use the flat or any portion of the building by any purpose which is barred by law and /or may make any nuisance, annoyance or disturbance to other.

10. That not to store any goods, article and things in the common portion or pathway.
11. That not to through or accumulate of exahous to be thrown of accumulated any dust, rubbish of other refuse in the common portions **save** the places indicated therefore.
12. That not to put up or affix any sign board, name plate or other things or other similar articles in the common portions or outside the walls of the said flat/building **save** at the place or places provided therefore, provided that this shall not prevent the purchasers from displaying a standardized name plate outside the main door of the said flat.
13. That not to install or to keep generator in the flat and/or any portion of the building.
14. That not to use, install or operate any machinery or equipment except household machinery in the 'B' schedule flat or any portion of 'A' schedule land.
15. That not to misuse of water and electricity of the common portions.
16. That not to allow or continue, pandel permanently or to retain the pandel or structures on the roof of the apartment and after completion of any function, to hold the structure over the roof or to make any permanent structure of construction thereon and the purchaser or his heirs, executors representatives and / or assigns, to claim any right for further construction of the roof for any purpose.
17. That not to erect any partition wall in the Ground floor for his parking space.

## **SCHEDULE - D**

## **Constitution of Society by all flat owners and/or occupiers and their duties within the “A” schedule building**

1. That all the flat owners as well as flat occupiers shall be compulsorily member of the society to be formed by them.
2. A memorandum association and bye law of the society shall be framed by the Developer and membership should be confined only the flat owners and/or his representatives as well as occupiers who will reside in the said flat and the society should be registered under West Bengal Apartment Ownership Act., 1972 and such formation of the society should be under supervision of the developer and with the cost of all flat owners and such cost should be paid within stipulated period by demand of Developer.
3. Society shall be guided under the provision of West Bengal Apartment Ownership Act., 1972 as per their memorandum and bye laws.
4. That the members of society shall unanimously form and constitute an executive committee.
5. Executive Committee shall have power to impose subscription payable by all the flat owners/occupiers as well as members.
6. That society shall arrange for maintenances and to keep clean of all common areas i.e. drains, passage, entrance, vacant land, stair case, landing, roof and boundary wall etc., and the electric facilities for light provided in all common areas as well as lifting of water by submersible and repairing, white washing of any part of “A” Schedule building and for the purpose of cleaning of the same and to keep secure the “A” schedule building, the society shall appoint security guard and for that purpose the society shall have authority to take decision to maintain all such act and to complete the same shall pay the cost and remuneration as per necessity and realize it from all members as well as flat owners/occupiers and the members as well as flat owners and/or occupiers should be bound to pay

the same.

7. The purchaser shall co-operate in the management and maintenance of the Said Building and the Said Premises by the Association.
8. The purchaser shall observe the rules framed from time to time by the Developer/Association for the beneficial common enjoyment of the Said Building and the Said Premises.
9. That the purchaser shall pay all charges which the executive body of society shall prepared for the purpose of maintenance and such payment should be paid by the purchaser, as a society member, within 7 (seven) days from the date of billing and if the purchaser, as the society member, may fail to do the same then the purchaser shall be liable to pay the penalty as the society shall assessed.

## **SCHEDULE- E**

### **Payment Procedure:**

Date	Bank	Branch
DD/Cheque No.		Amount

**IN WITNESS WHERE OF** parties hereinabove named have set their respective hands and signed this Agreement for sale at Burdwan in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN**

**NAMED:**

*Please affix photographs and sign across the photograph*

Allottee: (including joint buyers)

(1) Signature \_\_\_\_

Name \_\_\_\_

*Please affix photographs and sign across the photograph*

Address \_\_\_\_

(2) Signature \_\_\_\_

Name\_\_\_\_ Address \_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

*Please affix photographs and sign across the photograph*

Promoter:

(1) Signature \_\_\_\_

(2) Signature -----

**“ M/S SAMANATA HOUSING DEVELOPER “** *being represented by its Managing Partners*

**SRI DEBASIS SAMANTA (Managing Partner)**

S/o Sri Kali Charan Samanta, by faith- Hindu, by profession – Business, resident of Shankharipukur, Golahat, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; **PAN:**



**AVOPS7016H ; and**

At \_\_\_ on \_\_\_ in the presence of:

**WITNESSES:**

1. Signature \_\_\_\_  
Name \_\_\_\_ Address \_\_\_\_
  
2. Signature \_\_\_\_  
Name \_\_\_\_  
Address \_\_\_\_

***IN WITNESSES WHEREOF***, the parties have hereunto set and subscribed their respective hands and seals on the ..... Day, ..... Month and .....Year first above written.

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

\*or such other certificate by whatever name called issued by tire competent authority.

