

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made on this \_\_\_ day of \_\_\_\_\_, Two Thousand and \_\_\_\_\_ (20\_\_\_);

**BETWEEN**

(1) NAZRUL ISLAM (PAN:AANPI6989H) (Aadhar No.521567819671) son of Late Saikh Jafore Ali, by occupation business, (2) SARJINA KHATUN (PAN: GMRPK7748L) (Aadhar No.399427384846) daughter of Late Sekh Sarja Alam, by occupation home work (3) KABIRUL ISLAM (PAN: AHSPI7418K) (Aadhar No.471052514600) son of Late Sekh Sarja Alam, by occupation business, (4) SEKH SAHINUL ISLAM (PAN: AHSPI7418K) (Aadhar No.351874758229) son of Late Sekh Sarja Alam, by occupation business, (5) REBINA BIBI (PAN: DMGPB3934P) (Aadhar No.745908155588) wife of Late Sekh Sarja Alam, by occupation house wife, all are by religion Muslim, by citizenship Indian, by occupation Business. All are residing at village Bogtui, Post Office and Police Station Rampurhat, District Birbhum, PIN: 731224, State West Bengal, hereinafter jointly called and referred to as the **OWNERS**, being represented by their Constituted Attorney, SN CONSULTANTS PRIVATE LIMITED" (PAN- AAKCS7799F), a Private Limited Company, having its principal place of business at 30, Mohan Bagan Lane, Room No. 04, Ground Floor, P.S. Shyampukur, Kolkata - 700004 and Branch office at Tarapith, P.O. Tarapith, P.S. Margram, in the District of Birbhum, represented by its Director SRI SUBRATA NAYOK son of Late Bibhuti Bhushan Nayok, (PAN- ABSPN7785L), (Aadhaar No. 37869950 0006), by religion Hindu, by citizenship Indian, by occupation Business, residing at 'Prerna', Flat No. 6C, 9A, Jatindra Mohan Avenue, P.O. Beadon Street, P.S. Burtolla, Kolkata - 700 006, State - West Bengal (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective successors - interest and/or assigns) of the **FIRST PART**.

AND

**SN CONSULTANTS PRIVATE LIMITED, (PAN No.-AAKCS7799F)**, a Private Limited Company, having its registered office at Room No. - 04, Ground Floor, 30, Mohan Bagan Lane, P.O. Shyambazar, P.S. Shyampukur, Kolkata - 700 004, represented by one of its Directors **SRISUBRATA NAYOK, (PAN - ABSPN7785L)**, son of Late Bibhuti Bhushan Nayok, by faith Hindu, by Nationality Indian, by occupation Business, residing at "PRERNA" Flat No. 6C, 9A, Jatindra Mohan Avenue, P.S Burtalla, P.O. Beadon Street, Kolkata - 700 006, hereinafter referred to as the "**BUILDER/CONFIRMING PARTY**" (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, executors administrators, legal representative and assigns) of the **SECOND PART**;

AND

\_\_\_\_\_, (PAN-\_\_\_\_\_), (Aadhar no. \_\_\_\_\_), \_\_\_\_\_ of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office - \_\_\_\_\_, Police Station - \_\_\_\_\_, PIN- \_\_\_\_\_,

For SN CONSULTANTS PVT. LTD.

*Subrata Nayok*  
Director / Authorised Signatory

District – \_\_\_\_\_, Herein after referred to as "the **PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**:

[OR]

[If the Purchaser is an Individual]

Mr./Ms.....(Aadhaar no.....),  
son/daughter of....., aged about....., residing  
at.....(PAN.....), hereinafter called the  
"PURCHASER" (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 and permitted assigns).

[OR]

[If the Purchaser is an HUF]

Mr.....(Aadhaar no.....), son  
of....., aged about....., for self and as the Karta of  
the Hindu Joint Mitakshara Family known as HUF, having its place of  
business/residence  
at.....(PAN.....),  
hereinafter referred to as the "PURCHASER" (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 5 said HUF, and their respective heirs, executors,  
administrators, and permitted assigns).

## 2. DEVOLUTION OF TITLE :-

2.1 By virtue of registered Deed of conveyance dated 15<sup>th</sup> February 2002, the **Owners No.1, and his brother Sekh Sarja Alam (since deceased)** herein jointly acquired and purchased from one Gajanan Das ALL THAT piece and parcel of land measuring about 4 <sup>7</sup>/<sub>10</sub> decimals be the same a little more or less, comprised in Dag no. 2640 within in MouzaAtla, J. L. No. 58, under the Police Station Rampurhat, in the district of Birbhum within the limits of Kharun Gram Panchayet, within the jurisdiction of Additional District Sub Registrar, Rampurhat, in the District Birbhum, PIN: 731224(hereinafter referred to as the Said Property -1 ), The said Deed of conveyance was registered in the office of the A.D.S.R. Rampurhat, Birbhum, recorded in Book No.1, Volume No.38, Pages 5 to 8, being Deed No.03163 for the year 2002.

- 2.2 By the another registered Deed of conveyance dated 23<sup>rd</sup> January 2003, the **Owners No.1, and his brother Sekh Sarja Alam (since deceased)** herein jointly acquired and purchased from Madan Mohan Dutta and Dulal Let ALL THAT piece and parcel of land measuring about  $3\frac{4}{5}$  decimals be the same a little more or less, comprised in Dag no. 2636 within in MouzaAtla, J. L. No. 58, under the Police Station Rampurhat, in the district of Birbhum within the limits of Kharun Gram Panchayet, within the jurisdiction of Additional District Sub Registrar, Rampurhat, in the District Birbhum, PIN: 731224(herreinafter referred to as the Said Property -2), , The said Deed of conveyance was registered in the office of the A.D.S.R. Rampurhat, Birbhum, recorded in Book No.I, Volume No.33, Pages 221 to 228, being Deed No.02241 for the year 2006.
- 2.3 Similarly By the another registered Deed of conveyance dated 14<sup>th</sup> May 2010, the **Owners No.1, and his brother Sekh Sarja Alam (since deceased)** herein jointly acquired and purchased from Golok Bihari Das and Joyirmoy Das ALL THAT piece and parcel of land measuring about  $3\frac{8}{10}$  decimals be the same a little more or less, comprised in Dag no. 2636 within in MouzaAtla, J. L. No. 58, under the Police Station Rampurhat, in the district of Birbhum within the limits of Kharun Gram Panchayet, within the jurisdiction of Additional District Sub Registrar, Rampurhat, in the District Birbhum, PIN: 731224(herreinafter referred to as the Said Property -3), The said Deed of conveyance was registered in the office of the A.D.S.R. Rampurhat, Birbhum, recorded in Book No.I, CD. Volume No.10, Pages 1045 to 1057, being Deed No.03683 for the year 2010.
- 2.4 By the above purchased the said owners No.1 namely Nazrul Islam and his brother Sekh Sarja Alam (since deceased) became the absolute owners of the Said Property 1, 2 and 3 in totally measuring about 14 decimals more or less forming part of Dag no.2636 and 2640, in Mouza Atla, J.L. no. 58, under the Police Station Rampurhat, in the district of Birbhum within the limits of Kharun Gram Panchayet, within the jurisdiction of Additional District Sub Registrar, Rampurhat, in the District Birbhum, PIN: 731224 together with common easement right (herreinafter referred to as the Said Premisaes).
- 2.5 While thus seized and possessed of the said premises more fully described in the first schedule written hereunder, The said **Sekh Sarja Alam** died intestate on 14<sup>th</sup> May 2010 leaving behind surviving his widow namely, Rebina Bibi (herein owner/vendor no.5 ) and one daughter namely Sarjina Khatun (herein owner/vendor no.2) and two sons namely Kabirul Islam and Sekh Sahinul Alam (herein owner/vendor no.3 & 4) as his legal heirs and successors they jointly inherited the  $\frac{1}{2}$  half share (i.e. entire share of the deceased Sekh Sarja Alam) in the said Premises as per the provisions of the Mohamaden Law and farayeznama.
- 2.6 In the above event and circumstances the said owners/vendors no. 1 to 5 namely Nazrul Rebina Bibi, Sarjina Khatun, Kabirul Islam, Sekh Sahinul Alam, became the absolute joint owners of the said premises mutates their names in the record of the B.L. & L.R.O Rampurhat and published their in L.R. record as bening L.R. Khatian nos. 2174, 2231,3017, 3018, 3015, 3016 and pay revenue regularly.
- 2.7 In the premises as aforesaid, the said Nazrul Rebina Bibi, Sarjina Khatun, Kabirul Islam, Sekh Sahinul Alam, the Vendors herein decided to commercial exploitation of

the said Premises and developer determined to construct a multi storied Building in the said Premises by investing all cost of the development by the developer.

- 2.8 In respect of the Said Premises the owners/vendors herein entered into a Development Agreement dated 18<sup>th</sup> January 2018 registered in the office of the Additional District Sub Registrar, Rampurhat, Birbhum, recorded in Book No.I, CD. Volume No.0304-2018, Pages 10642 to 10677, being Deed No. 0304-00670 for the year 2018. (hereinafter referred to as the ‘Said **Development Agreement**) with **SN CONSULTANTS PRIVATE LIMITED**, a Private Limited Company, having its registered office at Room No. 04, Ground Floor, 30, Mohan Bagan Lane, P.O. Shyambazar, P.S. Shyampukur, Kolkata 700004, represented by its director **SRI SUBRATA NAYOK** (the Developer/Confirming Party herein) for construction of a multi-storied building, consisting of various flats/apartments, units, and other spaces as per the sanctioned building plan of the concerned local authority on the terms and conditions contained therein.
- 2.9 The Vendors herein granted a registered General Power of Attorney dated 18<sup>th</sup> January 2018 in favour of the said Developer for doing various acts and things in contemplation of the Said Development Agreement. The said Power of Attorney was registered in the office of the Additional District Sub Registrar, Rampurhat, Birbhum, recorded in Book No.I, CD. Volume No. 0304-2018, Pages 13213 to 13237, being Deed No. 0304-00839 for the year 2018 (hereinafter referred to as the ‘Said **POWER OF ATTORNEY**).
- 2.10 In terms of the aforesaid Development Agreement the Developer/Confirming Party caused a building plan sanctioned bearing Memo No. 154/BZP dated 16<sup>th</sup> January 2020 by the Birbhum Zila Parishad, at Suri, for construction of a multi-storied building on the land of the Said Premises.

### 3. DEVELOPMENT:-

- 3.1 Being desirous of developing the said premises as Residential housing complex by constructing multistoried buildings has obtained sanction of building plan, from the office of the Birbhum Zila Parishad, vide memo no 154-/ BZP / dated 16<sup>th</sup> January 2020 and has constructed the said project/complex in accordance with necessary approvals and said sanctioned plan and named the complex as “**MAA TARA APARTMENT BLOCK-H**” consisting of several self-contained flats/apartments/units and also car parking spaces capable of being held and/or enjoyed independent of each other;
- 3.2 The Owner/Vendor undertakes to obtain the any other ancillary commencement certificate/permit for the proposed housing project from the competent authority, if required in terms of West Bengal Housing Industries Regulation Act, 2017 read with ensuing Rules and/or Regulation to be framed there under as and when the Owner / Vendor will be permitted to apply for vis-à-vis obtain the same;
- 3.3 On ..... the Birbhum Zila Parishad, having been satisfied on completion of the said housing complex, namely, “**MAA TARA APARTMENT BLOCK-H**” at the said premises granted Completion/Occupancy Certificate bearing

No..... dated ..... (herein after referred to as the CC) in favour of the owners/vendors.

#### 4. AGREEMENT FOR SALE:-

4.1 The purchaser herein on ..... day of ....., 20.... entered into an Agreement for Sale with the Owners/Vendors/Developer herein for purchasing ALL THAT the Flat /Unit /Space bearing No. .... containing ..... square feet of carpet area more or less or ..... square feet of built up more or less, being super built-up area .....on the ...th floor of the said "MAA TARA APARTMENT BLOCK-H" Housing Complex TOGETHER WITH the .....basement/Open Space of the said complex, altogether more fully described in the SECOND SCHEDULE as written hereunder and hereinafter \_\_\_\_\_ Sq. Ft. of an open car parking area for medium sized motor car at thee referred to as "SaidUnit" in the said "MAA TARA APARTMENT BLOCK-H" Housing Complex.

#### 5. CONSIDERATION:-

5.1. In the said agreement for sale dated ..... th day of ....., 20.... it was inter alia covenanted between the Owner/Vendor and the purchaser that consideration for the said unit shall be Rs. ..../- (Rupees..... only). In the said agreement the Purchaser also undertook to pay and honour the Tax/s in the manner whatsoever as applicable and/or chargeable for transfer of said unit in addition to the said consideration.

#### 6. OWNERS/VENDORS' REPRESENTATIONS, WARRANTIES AND OBLIGATIONS:-

6.1. THAT the Owners/Vendors/Developer herein has all along been absolute owner of the said premises on which the said "MAA TARA APARTMENT BLOCK-H" Housing Complex constructed consisting amongst other the said unit .

6.2. THAT excepting the Owner/Vendor no other person and/or persons has or had any right or claim over and in respect of the said property or any part or portion thereof.

6.3. THAT the Owners/Vendors has a good marketable title in respect of the said unit.

6.4. THAT the said premises vis-à-vis the said unit are absolutely free from all encumbrances', charges, mortgage, loan, liens, lispens, attachments and trusts whatsoever or howsoever, except the project loan if obtained by the owners/Vendors, 'No Objection' from the concerned Bank will be obtain before registration of the Unit of the Purchaser/s.

6.5. THAT all the rents/ rates/taxes/khajna of Govt. or Semi Govt. Authorities and any other outgoings payable in respect of the said premises has been paid up till now by the Owners/Vendors. After execution of these presents purchaser shall pay and keep paying only proportionate statutory dues in respect of the said unit.

6.6. THAT no part of the said premises vis-a-vis- said unit has been acquisitioned and/or requisitioned by any Govt./statutory body.

6.7. THAT the Owners/Vendors has never entered into any other agreement like sale, lease, mortgage etc. with any other third party in respect of the said unit.

6.8. THAT the multistoried buildings in the said "**MAA TARA APARTMENT BLOCK- H**" Housing Complex were constructed strictly as per the sanctioned building plan as mentioned herein before.

6.9. THAT the Owners/Vendors shall handover the authenticated photo copies of papers and documents and sanctioned building plan and tax receipts of the concerned authorities and completion certificate pertaining to the said premises vis-à-vis said unit to the purchaser forthwith upon execution of this deed of conveyance.

6.10. THAT the Developer already deposited with respective Governments the amount of Service Tax or Goods and Service Tax as collected from the Purchaser together with consideration/sale proceeds.

6.11 THAT the Developer shall form within two year from the date of completion of the said housing project One "Association" amongst the owners/purchasers of the units of the said "**MAA TARA APARTMENT BLOCK-H**" Housing Complex including the present in terms of relevant provisions of the West Bengal Apartment Ownership Act, 1972 read with the West Bengal Apartment Ownership Rules, 1974 and shall prepare Bye-laws for the said "**MAA TARA APARTMENT BLOCK-H**" Housing Complex in conformity with the Prescribed West Bengal Apartment Ownership Bye-Laws, 1974.

6.12 THAT if within five (5) years from the possession date there be any defects unearthed in the structure, workmanship or quality of construction, the Owner/Vendor rectify and/or repair such defects without claiming any charges from the purchasers provided:

a. In case the defects be such that same cannot be rectified and/or repaired, the Owners/Vendor shall compensate the Purchaser, the quantum whereof shall be assessed by the architect of the within-named housing project and his decisions shall be final and binding upon the parties hereto.

b. The Owners/ Vendors shall not remain liable to compensate the purchaser(s) for any defect caused by the purchaser(s) or their men and agents while doing any interior work, changes, modifications in respect of electrical lines, fittings, fixtures, internal plumbing system, doors, windows, alignments, inside walls and columns, internal floors in the said

unit or for any defects if the said unit is used by the purchasers for any purpose other than residential.

**7. POSSESSION:-** The Purchaser(s) having paid the entire consideration plus Tax and complied with all other agreed terms and conditions contained in the said Agreement for Sale dated .....th....., 20..... vis-à-vis the present Deed doth get and acknowledge possession of the said unit being given before or upon execution of this Deed by the Owners/Vendors to the Purchaser(s).

**8. SALE AND TRANSFER:-** Believing the above-mentioned warranties and representations by the Owners/Vendors to be true and on being satisfied upon completion of the Said Unit at **"MAA TARA APARTMENT BLOCK- H"** Housing Complex free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever, except the project loan to be obtained by the owners/Vendor but registration of the Unit of the Purchaser/s shall be made after obtaining 'No Objection' from the concern Bank and acting on the good faith thereof the Purchaser pay Total Consideration of Rs. ....../- (Rupees..... Only) plus Tax/s in the manner whatsoever as applicable and/or chargeable for transfer of said unit to what extent same remained due at the time of execution of this deed which the Owners/Vendors acknowledge herewith and whereupon the parties hereto doth hereby complete the sale of said Unit subject to the within-mentioned terms and conditions.

**9. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-**

THAT upon payment of TOTAL CONSIDERATION of Rs. ....../- (Rupees..... Only) plus Service Tax and/or Goods and Tax/s Service Tax at chargeable and/or prescribed rate in the lawful money of the Union of India well and truly paid by the Purchaser(s) to the Owners/Vendors which the Owners/Vendors doth hereby and herein duly admit acknowledge and ratify and upon the payment of the same and every part thereof the owners/Vendors doth hereby sale, grant, leave, give devise, assign, acquit, release and discharge ALL THE said Unit and the proportionate share in the said premises along with proportionate common areas, facilities and amenities, more fully described in the THIRD SCHEDULE as written hereunder unto the Purchaser(s), his/her/their executors, administrators, representatives and assigns and everyone of them and also as beneficial owner(s) of the said property doth by these presents indefeasibly grant, sell, convey and transfer, assign and assure unto the Purchaser/s, his/her/their executors, administrators, representatives ALL THAT the said Unit, more fully mentioned and described in the SECOND SCHEDULE as referred hereunder or HOWSOEVER otherwise the said Unit now or hereto before were or was situate, butted, bounded called, know, numbered, described and distinguished TOGETHER with the boundary walls vis-à-vis fencing walls and other ancient rights, benefits and advantages, liberties, easements, privileges, appendages and appurtenances what so ever to the said Unit or any part thereof usually held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and of every part thereof together furthermore all the estate, right, title, inheritance, use, trust property, claim and demand whatsoever both at law and equity of the Owner/Vendor into and upon

the said Unit or every part thereof AND deeds, settlements, writings and evidences of title which in any wise relate to the demised flat or any part or parcel thereof and which now are in custody, power or possession of the Owner/Vendor his executors, administrators or representatives or any person from whom the Purchaser/s doth hereby procure the same without action or in equity to ENTER IN AND HAVE HOLD, OWN, POSSESS AND ENJOY the said Unit and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with Owner/Vendor's rights, numbers and appurtenances into and to the use of the Purchaser/s, his/her/their Successor-in-interest, Executors, Administrators, representatives and assigns forever freed and discharged from or otherwise by the Owner/Vendor AND THAT the Purchaser/s, his/her/their successor-in-interest, executors, administrators, representatives and assigns shall and may at all times hereafter, peaceably and quietly enter into hold, possess, use, occupy and enjoy the said Unit and every part thereof and receive rents, issues, premiums and profits thereof, without any hinder and interruption, disturbance, claim or demand whatsoever for or by the Owner/Vendor AND FURTHER THAT the Owner/Vendor and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for it the Owner/Vendor or from or under any of its predecessors in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/s or his/her/their successor-in-interest, executors, administrators, representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said Unit and every part thereof unto and to the use of the Purchaser/s, or his/her/their successor-in-interest, executors, administrators, representatives and assigns according to the true intent and meaning of these presents as shall or may be reasonably required.

#### **10. PURCHASER/S' REPRESENTATIONS, WARRANTIES AND OBLIGATIONS:-**

10.1. To co-operate with the Owner/Vendor or the Maintenance Organisation appointed by the Owner/Vendor in the management and maintenance of the New Building until formation of the Association which is intended to be formed within one year of the completion of the Project.

10.2. To become member of Association of apartment owners upon its formation and to pay the share(s) of deposits subscription and such fees and charges as may be levied and decided by the Owner/ Vendor and/or the Maintenance Organisation and not to raise any dispute.

10.3. To abide by and observe all the rules and regulations framed from time to time either by the Owner/Vendor or by the Association/Maintenance Organisation for the maintenance, management and common purpose/expenses without raising any objection thereto.

10.4. On prior notice to allow the Owners/ Vendors and/or the said Maintenance Organisation with or without the workmen to enter into the said Unit for completion repairs and for the common purposes.



10.5. To pay and bear the proportionate amount of common expenses including maintenance charges more fully described in FOURTH SCHEDULE here under written, regularly and to pay such common expenses with interest calculable at the rate of 18% p. a. in the event of default or delay in payment of the said common expenses.

10.6. To regularly and punctually pay electricity and other utility charges and outgoings for the said Unit.

10.7. To pay and bear the municipal rates taxes levies and other outgoings relating to the said Unit to the Owner/Vendor or to the Maintenance Organisation or to the Association upon its formation for the period commencing from the date of possession being delivered upon execution of deed of conveyance, as per the assessment of those charges by the appropriate authority/s.

10.8. To abide by all pollution control laws and regulations.

10.9. Not to use the said Unit or permit the same to be used for any illegal or immoral purpose.

10.10. Not to park or cause to be parked any car and vehicles on the car parking spaces or other spaces/ areas of the Building except on the spaces/ areas for which express right shall be granted to the Purchaser/s to park the car and vehicles.

10.11. Not to change the color scheme of the New Building or the exterior of the Said Unit without the written consent of the Owner/ Vendor or the Maintenance

**Organisation.**

10.12. Not to erect external wireless or television antenna.

10.13. Not to sub-divide the said Unit and attributes/ appurtenances thereto.

10.14. Not to place or store in the common areas any goods or things whatsoever.

10.15. Not to bring or permit to remain upon the said Unit any machinery goods or other articles which shall or may strain or damage any part or portion of the

**Building at the Said Premises.**

10.16. Not to shift or obstruct any windows or lights and not to put box grills.

10.17. Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Owner/Vendor or the Maintenance

**Organisation.**

10.18. Not to throw any rubbish save to such extent and at such place or places as be permitted and specified by the Owner/Vendor or the Maintenance Organisation and the Association upon its formation.

10.19. Not to install any exterior loudspeakers without the permission of the

Owner/Vendor or the Maintenance Organisation and the Association upon its formation.

10.20. Not to do or cause to be done anything whereby the insurance premium of the Building shall increase or which shall result in cancellation of insurance policy of the Building

10.21. Not to do anything or cause to be done anything whereby the structural stability of the Building shall be adversely affected.

10.22. Not to do anything or cause to be done anything whereby the common amenities shall be damaged or adversely affected.

10.23. Not to make any constructions on the car parking spaces, roof/terrace and common areas.

10.24. Not to do anything whereby the other unit owners or the co-purchasers or the co-transferees are obstructed or prevented from enjoying their respective units quietly and exclusively.

10.25. To keep the said Unit in good state or repairs and condition and to carry out necessary repairs or replacements as and when required.

10.26. Not to put any articles including nameplate signage and letter box save at the place approved or provided therefore by the Owner/ Vendor or the Maintenance Organisation or the Association.

10.27. Not to bring nor store in the Units(s) any article or substances of combustible inflammable or dangerous nature and to comply with all recommendations of the fire authority as to fire precautions.

10.28. Not to discharge into any serving pipe any oil grease or other material or substances which might be or become a source of danger or injury to the drainage system of the said Premises or portion thereof.

10.29. To observe such other covenants as be deemed reasonable.

10.30. Not to install any air conditioner and/or exhaust fan except at the place(s) approved by the Owner/ Vendor or the Maintenance Organisation or the Association upon its formation.

10.31. Not to raise any obstruction/dispute upon the Owner/ Vendor to make any constructions/raising stories in the Building at the Said Premises as permissible

under the Building Rules of the concerned Authority.

10.32 That if the purchaser intends to purchase parking place for four or two wheeler from Vendor/Builder that will be depend on the availability of the parking space.

10.33 That the Purchaser shall not be entitled to raise any objection to use the passage of the said First Schedule property to the owners / occupiers of the neighbouring plots.

10.34 If the Vendors/Builders make construction in future on the adjoining plots of the first schedule property in that event the said construction on the said adjoining plots also will be treated as part of this project and the purchaser not entitled to raise any objection in that event.

10.35 That the completion certificate of the construction work of the said project will be obtained phase wise on completion of the each block/building and according the Vendor / Builder shall be entitled to handover possession of the respective flats of the said completed building to the purchasers.

#### **11. INDEMNITY:-**

11.1. By the Owners/Vendors: The Owners/Vendor do hereby conjointly agree to keep the purchaser/s saved, harmless and indemnified against all actions, proceedings, claims, demands, costs and/or expenses and damages that the Purchaser/s may suffer or incur hereafter due to any wrongful act and/or any act contrary to the within-mentioned terms and condition or due to any misrepresentation by the Owners/Vendors in respect of the said Premises vis-à-vis said unit.

11.2. By the Purchaser/s: The Purchaser/s do hereby agree to keep the Owner/Vendor saved, harmless and indemnified against all actions, proceedings, claims, demands, costs and/or expenses and damages that the Owner/Vendor may suffer or incur hereafter due to any wrongful act and/or any act contrary to the within-mentioned terms and condition or due to any misrepresentation by the Purchaser/s in respect of the said unit. After formation of the Association the Purchaser/s shall remain liable to indemnify the said Association if it suffers any loss or damages due to any act contrary to the purchaser/s' obligation as contemplated under clause 10.1. to 10.32 herein above.

**THE FIRST SCHEDULE ABOVE REFERRED TO:****(Description of the Premises)**

ALL THAT piece and parcel of Bastu land measuring in total about 14 (Fourteen) decimals be the same a little more or less, together with a residential complex, namely, "MAA TARA APARTMENT BLOCK - H" constructing thereon, out of which 04 decimals, comprised in L.R. Dag no. 2640 and 10 decimals, comprised in L.R. Dag no. 2636, corresponding to L.R. Khatian nos. 2174, 2231, 3017, 3018, 3015 & 3016 within in MouzaAtla, J. L. No. 58, under the Police Station Rampurhat, in the district of Birbhum within the limits of Kharun Gram Panchayet, within the jurisdiction of Additional District Sub Registrar, Rampurhat, in the District Birbhum, PIN: 731224, West Bengal, butted and bounded as follows:-

North	:	By Land Prabir Pal, Prakash Kr. Ghosh & Others.
South	:	By Property of Sukumar Dham & Srata Nayok.
East	:	By Grampanchyet Rasta.
West	:	By property of Dag no. 2649.

**THE SECOND SCHEDULE ABOVE REFERRED TO:****PART-I****(Description of the said Flat)**

ALL THAT the residential Flat No. \_\_\_\_\_ containing Carpet area square feet, (\_\_\_\_\_ sqm), super built up area of \_\_\_\_\_ square feet, (\_\_\_\_\_ sqm) having Built up Area \_\_\_\_\_ Sq. Ft. (\_\_\_\_\_ sqm) be the same a little more of less, onthe \_\_\_\_\_ floor of Block of "MAA TARA APARTMENT BLOCK-H" at the Premises more particularly described in the **First Schedule** above written and delineated in the hown in the Plan or Map in colour Red annexed herewith being the part and parcel of this Deed.

**PART-II****(Description of the said Vehicle Parking Space)**

ALL THAT the right to use and park one Four Wheeler Car in **open Car Parking Space** with Flat at the Premises more particularly described in the **First Schedule** above written.

**THE THIRD SCHEDULE ABOVE REFERRED TO:****(Description of the Common Portions)**

A. Common areas and installations in respect whereof only the right of user in common shall be granted to the Purchaser:

1. Land on which the building is located and all easement rights and appurtenances belonging to the said land and building.
2. Staircase on all the floors and roof.
3. Staircase landing and lift landings on all floors.
4. Common passage and lobby on the ground floor for garage space area if any.
5. Water pump, water tank, water pipes and other common plumbing installations.
6. Electrical Substation/Transformer, electrical writing meter room, generator room and fittings (excluding those as, are installed for any particular unit).
7. Water and sewerage evacuation pipes from the units to drains and sewers common to the building (s).
8. Drainage, sewers and pipes.
9. Boundary walls and main gates.
10. Ventilation duct.
11. Children's' Play Area, Toilet for Driver/Security (subject to Sanction).
12. Security Check post at the entries.
15. Sit out area at terrace

A1. The Purchaser agrees and acknowledges that no right of access or use will be permitted to the Purchaser, his men, agents or representatives in respect of such of the above Common Portions which are not considered suitable and/or necessary for such access/use by the Vendor/Builder including those areas and/or spaces in the Premises which have been earmarked by the Vendor/Builder exclusively for commercial use.

**B. Common installations and/or facilities for which proportionate additional costs are to be paid by the Purchaser:**

- (i) Electrical installations including meters, transformer and/or substation that may be installed for receiving electricity from the body supplying electricity.
- (ii) Common power generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Flats.
- (iii) Integrated Communication facilities.
- (iv) Cable TV provision / connectivity.
- (v) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section - A above.

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- (v) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section - A above.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(The Common Expense)**

1. All costs of maintenance, operations, repairs, replacements, services and white washing, painting, rebuilding, reconstructing, decorating and redecorating of all the common areas/parts. The fixtures, fittings, electrical wiring and equipment in, under or upon the building enjoyed by or used in common by the occupiers of the building.
2. The salaries of all the persons employed for the said purposes.
3. All charges and deposits for supplies of common facilities and utilities.
4. Insurance premium for insuring the said Building and every part thereof against earthquake, damage by fire, lightning, mob violation, civil commotion, etc.
5. Panchayat taxes, multi-storied building tax, and other outgoing save those separately assessed on the respective flats/shops.
6. Costs and charges of establishment for maintenance of the building and for watch and ward staff.
7. All litigation expenses for protecting the title of the land and building.
8. The office expenses incurred for maintaining the office for common purposes.
9. All other expenses and outgoing as are deemed by the Developer to be necessary or incidental for protecting the interest and rights of the Purchaser.
10. All expenses referred to above shall be proportionately borne by the co - purchaser on and from the date of taking charges and occupation of their respective units.

IN WITNESS WHERE OF parties hereinabove named have set the irrspective hands and signed this Agreement for Sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**OWNERS/VENDORS**

**[DEVELOPER/BUILDER/CONFIRMING PARTY]**

**[PURCHASER]**

**Witnesses:**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Father's Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_



**MEMO OF CONSIDERATION**

Received a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as a Part payment and/or Earnest Money on allotment as per the statement below:-

Chq. Date	Chq. No.	Bank & Branch	Amount (Rs.)
			_____/-
<b>TOTAL(Rs.)</b>			_____/-

**(RUPEES ONLY)**

**SIGNED AND DELIVERED**

by \_\_\_\_\_ the VENDORS/  
BUILDER At \_\_\_\_\_

In The Presence Of:

Witness

Witness

Witness

FOR THE CONSULTANTS PVT. LTD.

\_\_\_\_\_

DATED THIS                      TH DAY OF                      , 2020

**BETWEEN**

**(1) NAZRUL ISLAM (2) REBINA BIBI, (3) SARJINA Khatun, (4) KABIRUL ISLAM, (5) SEKH SAHINUL ALAM,**

**..... Owners/Vendors**

**SN CONSULTANTS PRIVATE LIMITED**

**..... Developer**

**AND**

**..... Purchaser/s**

**Sirajul Islam,  
Advocate.  
Rampurhat Court.**

For SN CONSULTANTS PVT. LTD.

*Subrata Nayak*  
**Director / Authorised Signatory**

**AND**