

THIS DEED OF CONVEYANCE is made on this the Day of and Twenty-Five (2025).

BETWEEN

MR. RAHAMAT ALI MONDAL, (PAN no. ACLPA6933F) S/o Saukat Ali Mondal, by faith Islam, by Occupation: Business, an Indian National and residing at Goda North, P.O. Rajbati, P.S. Barddhaman, Dist. Purba Bardhaman, Pin-713102, hereinafter called and referred to as the **OWNER/VENDOR** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators, representatives and assigns) of the **FIRST PART**. The Owner herein duly represented by **S B CONSTRUCTION** (PAN no. AFMFS2772L) a Partnership Firm duly incorporated under the Indian Partnership Act 1932, having its registered office at 59 Pilkhana Lane, Holding no. 59/1, Ward no. 33, Burdwan P.O. & P.S.-Burdwan District Purba Bardhaman, Pin- 713104, represented through its Managing Partners namely-- (1) SRI BISWAJIT MUKHERJEE son of Sri Arun Mukherjee, (PAN: BEXPM0813H) by faith Hindu, by Occupation - Business, resident of Rajganj Kalabagan P.O.-Natunganj, P.S. - Burdwan District - Purba Burdwan, Pin -713302, W.B., (2) PUJA BANERJEE W/o- Sri Satak Banerjee (PAN : BHDPB4915N) by faith Hindu, by Occupation - Business, resident of Mahatab Road, Kabindra Bhaban P.O.-Rajbati, P.S. - Burdwan District - Purba Burdwan, Pin -713304, W.B., by virtue of Development Power of Attorney onth Day of, 2025, which was registered in the office of the Additional District Sub Registrar at Burdwan, and recorded in Book - I, Volume Number-, page from to, Being No, for the year 2025.

AND

S B CONSTRUCTION (PAN no. AFMFS2772L) a Partnership Firm duly incorporated under the Indian Partnership Act 1932, having its registered office at 59 Pilkhana Lane, Holding no. 59/1, Ward no. 33, Burdwan P.O. & P.S.-Burdwan District Purba Bardhaman, Pin- 713104, represented

through its Managing Partners namely-- (1) SRI BISWAJIT MUKHERJEE son of Sri Arun Mukherjee, (PAN: BEXPM0813H) by faith Hindu, by Occupation - Business, resident of Rajganj Kalabagan P.O.-Natunganj, P.S. - Burdwan District – Purba Burdwan, Pin -713302, W.B., (2) PUJA BANERJEE W/o- Sri Satak Banerjee (PAN : BHDPB4915N) by faith Hindu, by Occupation - Business, resident of Mahatab Road, Kabindra Bhaban P.O.-Rajbati, P.S. - Burdwan District – Purba Burdwan, Pin - 713304, W.B., hereinafter called and referred to as the ***DEVELOPER/CONFIRMING PARTY-** (which terms or expression shall unless excluded by or repugnant to the contexts be deemed to mean include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART'**

AND

(If the Allottee is an Individual)

Mr./ Ms._____, (Aadhar no. _____)son / daughter of____ aged about____residing at____,(PAN_____),herein after 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 and permitted assignees) of the **THIRD PART/PURCHASER.**

WHEREAS:

- A. That MR. RAHAMAT ALI MONDAL herein the present OWNER is the absolute owner of ALL THAT piece and parcel of the land with structure at R.S. Plot No. 1560, bearing R.S Khatian no. 952/1, L.R. Plot no. 1694, L.R. Khatian No. 8041, Class - Bastu' measuring a total defined & demarcated area of 3276.94 Sq. Ft with Structure thereon within Mouza - Goda, J.L. No. 26, which comprises to Municipal Holding no.284/1/N, bearing M.P Sub-Plot no. 2, Mahalla –Goda (North), Ward No. 26, within limit Burdwan Municipality, P.S. Burdwan & Dist. Purba Bardhaman, which is more fully described in the First schedule below.

- B. That the schedule mentioned property of Mouza Goda, J.L. NO. 35, total measuring an area more or less 3276.94 Sq. Ft, was originally belonged to One Nur Nehar Bibi AND WHEREAS said Nur Nehar Bibi having acquired the absolute right, title, interest and possession over the above-mentioned property while owning and possessing the same by recording her name in the R.S.R.O.R vide a strength a Mohamadan Hiba had transferred the aforesaid property to her sons namely Manowar Ali and Anowar Ali on 22nd Magh 1364 B.S according to the Bengali Calendar. WHEREAS subsequently said Manowar Ali and Anowar Ali having acquired the right, title, interest & possession over the aforesaid property together with some other properties had jointly filed a Title Suit bearing no. 185 of 1971 before the Ld. Civil Judge (Jr. Divn.) 2nd Court at Burdwan as against Sk. Mohammad Khoda Newaj & Nur Nehar Bibi AND WHEREAS accordingly the Ld. Civil Judge (Jr. Divn.) 2nd Court at Burdwan having considered the evidences had been pleased to pass a decree in favour of said Manowar Ali and Anowar Ali declaring the absolute right, title & interest of the aforesaid property together with the other property in favour of said Manowar Ali and Anowar Ali. AND WHEREAS subsequently having acquired the absolute the right title & interest in respect of the aforesaid property whose description has been elaborately given in the schedule below started same for more than several decades without any hindrance of others by owning and possessing the same by mutating their names under L.R Khatian nos. 1552 & 175 being finally framed & published under the provision of W.B.L.R Act, 1955.
- C. That while said Manowar Ali and Anowar Ali was owning and possessing the same out of their scarcity of funds, they gave proclamation of Sale the aforesaid property and accordingly having paid the adequate consideration to said Manowar Ali and Anowar Ali the present OWNER together with his beloved friend/known fellow namely Abdul Hasem joint got the aforesaid defined demarcated

3276.93 sq. ft. of land purchased from them vide the dint of a registered deed of Sale bearing no. 9180 for the year 2009 being registered before the Additional District Sub- Registrar at Burdwan

- D. That having purchased the same the OWNER together with his friend namely aforesaid Abdul Hasem started owning and possessing the same by acquiring the absolute right title & interest over the aforesaid property without the hindrance of others. AND WHEREAS subsequently said Abdul Hasem while owning and possessing the same in the year 2012 vide the strength of a Sale deed bearing no. 3896 being registered before the office at Additional District Sub-Registrar at Burdwan in lieu of consideration has transferred his half share which is comprising of 1638.89 Sq. ft. to the present OWNER and accordingly the present OWNER by the strength of the aforesaid registered deed of Sale has become the sole and exclusive owner and possessor in respect of the above mentioned property and WHEREAS accordingly by acquiring an absolute & indefeasible right title & interest over the same had/has been owning and possessing the same for more than twelve years adversely without any hindrance of others by mutating his name in the L.R.R.O.R under L.R Khatian no. 8041 being finally framed and published as per the provision of West Bengal Land Reforms Act, 1955 and even had/has been paying the taxes to the Government as well as to the local Municipal Authority and even he had/has exercised his respective rights of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.
- E. That the OWNER is the sole and absolute owner and is absolutely seized and possessed or otherwise well and sufficiently entitled to the Lands, hereditments and premises as stated in the Schedule specifically thereon, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more specifically described in the Schedule hereinafter written in respect of which the aforesaid Owner is the rightful owner and possessor of the Schedule

mentioned property without the intervention of any third party. Whereas the OWNER has acquired the property by the virtue of two Deeds of sale bearing deed No.9180 for 2009 and deed no. 3896 for the year 2012 being both registered at A.D.S.R, Burdwan and subsequently got mutated the said property in the L.R. Khatian at B. L. & L.R.O-I- Burdwan and in the Holding of Burdwan Municipality.

- F. That the OWNER since his acquisition of title in respect of the schedule property have been owning and possessing the same and there is a large portion of land consisting of defined & demarcated 3276.94 Sq. Ft. of Land being the Schedule mentioned property is lying and remained as unmaintained and thereby the OWNER has taken decision to demolish, dismantle, disintegrate and dissolve the existing construction and thereafter to construct multistoried residential building/buildings along with residential building cum housing complex inclusive of Flats/Residential Units and Car Parking Spaces by constructing building/s and to develop the premises which is not being possible to be looked after by the OWNER due to his inexperience in the field of maintenance of property and also occupational dilemma as well as ill health and habitation uncertainty in the City of Burdwan and thereby the OWNER has voluntarily taken decision to demolish the present old construction and to construct of Residential building/ buildings along with residential building cum housing complex comprised of Multiple Flats/Residential Units/Car Parking Spaces and to develop the premises.
- G. That the OWNER neither has the capacity nor has the ability both financially and technically and also nor has any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with Residential building cum housing complex by erecting multistoried Residential building / buildings along with Residential building cum housing complex thereon inclusive of Flats and Car Parking Spaces over the aforesaid property which stands free from all encumbrances. The land within

the jurisdiction of the Burdwan Municipality at Purba Bardhaman more fully described in the schedule of this development agreement written and hereinafter referred to as the said property, and said above mention land **OWNER** herein who is agreed to develop his property with the developer herein to this development agreement and full consent for develop and as well as construction over the schedule mentioned property at the cost of the developer.

- H. That the said Owner herein decided to construct a building on the said land as per plan to be obtained from the Burdwan Municipality and accordingly the said Owner herein entered into a registered Development Agreement dated Day of, 2025 with **S B CONSTRUCTION** (PAN no. AFMFS2772L) a Partnership Firm duly incorporated under the Indian Partnership Act 1932, having its registered office at 59 Pilkhana Lane, Holding no. 59/1, Ward no. 33, Burdwan P.O. & P.S.-Burdwan District Purba Bardhaman, Pin- 713104, represented through its Managing Partners namely- (I) SRI BISWAJIT MUKHERJEE son of Sri Arun Mukherjee, (PAN: BEXPM0813H) by faith Hindu, by Occupation - Business, resident of Rajganj Kalabagan P.O.-Natunganj, P.S. - Burdwan District – Purba Burdwan, Pin -713302, W.B. (2) PUJA BANERJEE W/o- Sri Satak Banerjee (PAN : BHDPB4915N) by faith Hindu, by Occupation - Business, resident of Mahatab Road, Kabindra Bhaban P.O.-Rajbati, P.S. - Burdwan District – Purba Burdwan, Pin -713304, W.B as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the Additional District Sub Registrar at Cossipore, Dum Dum and recorded in Book No. 1, Volume No.-....., Being No. for the year 2025.
- A. That by a registered Development Power of Attorney dated Day of,2025, the said Owner herein have appointed **S B CONSTRUCTION** (PAN no. AFMFS2772L) a Partnership Firm duly incorporated under the Indian Partnership Act 1932, having its registered office at 59 Pilkhana Lane, Holding no. 59/1, Ward no. 33, Burdwan P.O. & P.S.-Burdwan District Purba Bardhaman, Pin- 713104, represented through its Managing Partners namely- (I) SRI BISWAJIT MUKHERJEE son of Sri Arun Mukherjee, (PAN: BEXPM0813H) by faith Hindu, by Occupation -

Business, resident of Rajganj Kalabagan P.O.-Natunganj, P.S. - Burdwan District – Purba Burdwan, Pin -713302, W.B. (2) PUJA BANERJEE W/o- Sri Satak Banerjee (PAN : BHDPB4915N) by faith Hindu, by Occupation - Business, resident of Mahatab Road, Kabindra Bhaban P.O.-Rajbati, P.S. - Burdwan District – Purba Burdwan, Pin -713304 - as his lawful attorney to act behalf of his and the same was duly registered with the office of the Additional District Sub Registrar at Burdwan and recorded in Book –I, Volume Number -, Page from to Being No. for the year 2025.

- B. That thereafter as per terms and conditions of Development Agreement and Development Power of Attorney the Developer herein constructed G+V storied Building according to the sanctioned Plan being Plan No. dated issued by the Burdwan Municipality upon the said piece and parcel of land measuring about defined & demarcated area of 3276.94 Sq. Ft more or less fully and particularly described in the **FIRST SCHEDULE** hereunder written.
- C. That as per the allocation and/or allotment of Development Agreement dated Day of, 2025, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and or given which is being" part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
- D. That the Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at KOLKATA on, under Registration No
- E. That the Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential Flat, being Flat No. ..., on the Floor (Flooring-.....), facing of the G+V storied Building namely **GALAXCY APARTMENT** measuring an area of, Square Feet super built up area of the building in complete and habitable condition in all manner whatsoever lying and situated at R.S.

Plot No. 1560, bearing R.S Khatian no. 952/1, L.R. Plot no. 1694, L.R. Khatian No. 8041, Class - Bastu' measuring a total defined & demarcated area of 3276.94 Sq. Ft within Mouza - Goda, J.L. No. 26, which comprises Municipal Holding no.284/1/N, bearing M.P Sub-Plot no. 2, Mahalla – Goda (North), Ward No. 26, within limit Burdwan Municipality, P.S. Burdwan & Dist. Purba Bardhaman hereinafter called and referred to as the "**SAID FLAT**" fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at the total price and consideration of Rs. (.....Rupees) only finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the **PURCHASER** herein.

- F. That by an Agreement for Sale dated the Owner/Vendor herein and the Developer herein have agreed to sell, transfer and convey ALL THAT one Flat, being Flat No.....on the floor (flooring) facing of the G+V storied Building measuring an area of !,,,,,. Square Feet super built up area of the building in complete and habitable condition in all manner whatsoever lying and situated at R.S. Plot No. 1560, bearing R.S Khatian no. 952/1, L.R. Plot no. 1694, L.R. Khatian No. 8041, Class - Bastu' measuring a total defined & demarcated area of 3276.94 Sq. Ft within Mouza - Goda, J.L. No. 26, which comprises Municipal Holding no.284/1/N, bearing M.P Sub-Plot no. 2, Mahalla –Goda (North), Ward No. 26, within limit Burdwan Municipality, P.S. Burdwan & Dist. Purba Bardhaman fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written TOGETHER WITH together with undivided proportionate impartable share and interest in the land which is fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of Rs./- (Rupees.....,) only and the same was duly confirmed by the said Developer herein.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS;

In Pursuance to the Agreement for Sale dated ...,..... and in consideration of the payment of sum of Rs./- (Rupees...,..... only as the total Consideration paid by the **PURCHASER** to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the **PURCHASER**) paid on or before the execution of these presents, the Owner/Vendor and the Developer herein doth hereby sell, transfer and convey unto and in favour of the **PURCHASER** herein **ALL THAT** one Flat, being Flat No.....on the floor (flooring) facing of the G+V storied Building measuring an area of ,,,..., Square Feet super built up area of the building in complete and habitable condition in all manner whatsoever lying and situated at R.S. Plot No. 1560, bearing R.S Khatian no. 952/1, L.R. Plot no. 1694, L.R. Khatian No. 8041, Class - Bastu' measuring a total defined & demarcated area of 3276.94 Sq. Ft within Mouza - Goda, J.L. No. 26, which comprises Municipal Holding no.284/1/N, bearing M.P Sub-Plot no. 2, Mahalla -Goda (North), Ward No. 26, within limit Burdwan Municipality, P.S. Burdwan & Dist. Purba Bardhaman fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of LAND in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and ALL the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner/Vendor to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the **PURCHASER** absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local

authority in respect thereof AND the Owner/Vendor herein and Developer doth hereby covenants with the **PURCHASER** that:-

1. The Owner/Vendor and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the **PURCHASER** in the manner aforesaid have put the **PURCHASER** in vacant, peaceful and unencumbered possession.
2. The **PURCHASER** may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner/Vendor and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
3. The **PURCHASER** shall hold the said flat free and clear and freely and clearly and absolutely exonerated and forever released and discharged or otherwise by the Owner Vendor and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/Vendor and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
4. The **PURCHASER** shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
5. The **PURCHASER** shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc, of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.

6. The said Flat and or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale,
7. The **PURCHASER** and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
8. The **PURCHASER** shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner/Vendor or any other Co-owner who may have acquired before and who may hereafter acquire any right', title and interest similar to those acquired by the **PURCHASER** under the terms of this conveyance' }-*
9. The **PURCHASER** undivided proportionate interest in land is impartiable in perpetuity.
10. The Owner/Vendor, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owner/Vendor or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the **PURCHASER** do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the **PURCHASER** in manner aforesaid as by the **PURCHASER**, his heirs, executors or administrators and assigns shall be reasonably required.
11. The **PURCHASER** shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

NOTE:

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice versa.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

OWNER:

Shall mean MR. RAHAMAT ALI MONDAL, (PAN no. ACLPA6933F) S/o Saukat Ali Mondal, by faith Islam, by Occupation: Business, an Indian National and residing at Goda North, P.O. Rajbati, P.S. Barddhaman, Dist. Purba Bardhaman, Pin-713102

DEVELOPER:

Shall mean S B CONSTRUCTION (PAN no.) a Partnership Firm duly incorporated under the Indian Partnership Act 1932, having its registered office at 59 Pilkhana Lane, Holding no. 59/1, Ward no. 33, Burdwan P.O. & P.S.-Burdwan District Purba Bardhaman, Pin- 713104, represented through one of its Managing Partner namely SRI BISWAJIT MUKHERJEE son of Sri Arun Mukherjee, (PAN: BEXPM0813H) by faith Hindu, by Occupation - Business, resident of Rajganj Kalabagan P.O.-Natunganj, P.S. - Burdwan District – Purba Burdwan, Pin -713302, W.B

THE PROPERTY:

ALL THAT piece and parcel of the land with structure at R.S. Plot No. 1560, bearing R.S Khatian no. 952/1, L.R. Plot no. 1694, L.R. Khatian No. 8041, Class - Bastu' measuring a total defined & demarcated area of 3276.94 Sq. Ft with Structure thereon within Mouza - Goda, J.L. No. 26, comprises Municipal Holding no.284/1/N, bearing M.P Sub-Plot no. 2, Mahalla – Goda (North), Ward No. 26, within limit of Burdwan Municipality, P.S. Burdwan & Dist. Purba Bardhaman

BUILDING:

shall mean partly **G+...** storied Building constructed on the land mentioned in the **FIRST SCHEDULE "A"** in accordance with the sanction building plan covering entire allowable F.A.R. sanctioned by

the Burdwan Municipality for residential purpose only hereinafter called the "**Said Building**"

BUILDING PLAN:

Shall mean such plan prepared by the Architect for the construction of the new multi-storied building to be constructed on the said land sanctioned by the Burdwan Municipality which include drawings, design, elevations and specifications as are prepared by the Architects including variations/modifications therein, if any.

COMMON FACILITIES:-

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

SALEABLE SPACE:

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

SAID FLAT:

shall mean the Flat being no..... on the Floor a little more or less Square Feet built-up area, (a little more or less Square Feet super built-up area) of the partly G+..... storied building together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto more fully described in **the SCHEDULE-"B"** here under written,

ARCHITECT:

Shall mean such person or persons with requisite qualification and enlisted his firm who will be appointed by the Developer for designing and planning at the new multi-storied building.

COMMON FACILITIES & AMENITIES:

shall mean and include corridor, stairs, ways, paths, passages, water tank and other spaces and lift facilities what so ever required for the establishment, location, common use for enjoyment, provision, management and / or maintenance of the building as shall be determined by the Developer and the Owner of the building or otherwise required and the Developer shall continue to manage and control all affairs until an Association or Management Committee is formed and take charges of the said building and the purchasers of the flat proposed multi-storied building shall have the right enjoy the roof of the proposed building for all ceremonial occasion for maintaining TV Antenna and water reservoir.

CONSTRUCTED SPACE:

Shall mean the space in the building available for the independent use and the Occupation including the space demarcated for common facilities. .

SALEABLE SPACE:

Shall mean in the new building available for independent use and occupation by the Developer after making due provisions for common facilities and space required thereof.

COVERED AREA:

covered area shall mean and include the entire covered area as may be sanction by Burdwan Municipality and shall include the plinth area of flat / unit/parking spaces including of the bathroom, balconies & terrace apartment thereto and also the thickness of external and internal walls and pillars and the area at the common portions. Provided that, if any will be common between two units / flats / parking spaces then 1/2 (half) portion of the said wall shall be included in such unit / flat.

UNDIVIDED SHARE:

Shall mean the undivided proportionate share in the land attributable to the each flat / unit / parking spaces comprised in the said land and the common portions held by and / or herein agreed to be sold to the respective purchaser and also wherever the context permits.

TRANSFERORS:

shall mean the SELLERS/VENDORS who will transfer their respective shares to the person or persons, firm, limited company or

an Association together with undivided and impartible proportionate share of land and right to use in common space in the building with its grammatical variations shall include transfer by possession by any other mean adopted for effecting what is understood as a transfer of space in multi-storied building to purchase thereof.

TRANSFEE:

shall mean the person, firm, limited company or an association or persons to whom any flat unit together with undivided and impartible proportionate share of land and right to use in common space in the building would be transferred..

WORDS:

Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neutral gender shall include masculine and feminine genders.

CO-OWNER:

The unit / flat owners mean and include any person who acquires, holds and/ or owns any unit / flat / car parking in the building and that shall include the Developer for the unit / flat / car parking held by them from time to time.

FLATS / UNITS:

The flat / unit shall mean the flats or residential area, covered area, other space / spaces in the building, which is capable of being exclusively owned used and / or enjoyed by any flat / unit owners and which is not the common portion.

COMMON EXPENSES:

Common expenses shall mean and include all the expenses to be incurred by the flats / units owners for the management and maintenance / upkeep at the said building and the said premises for common purposes.

COMMON PORTIONS:

Common portions shall mean all the common areas and installations to compromise in the said building and the premises, after the development

including stair cases, lobbies, passage, pathways, boundary walls, entrance & exit gate service areas etc.

PROPORTIONATE SHARE:

With all its cognate variations shall mean such ratio, in which the covered area of any units/flats is in relation to the covered area of all the units / flats in the said building shall be distributed amongst the units / flats owners.

SUPER BUILDING AREA:

Shall mean in context to a unit / flat as the area of the unit / flat computed by adding an agreed fixed percentage of 25% to be built-up and / or the covered area of the unit / flat. It shall mean and include the covered area of the particular flat also include the proportionate share of each flat in the common spaces, common areas, underground water lanks, overhead water tanks, stair cases, walls, lobbies, corridors and in all areas which is used for locating common Services for eliminating or any disputes In the measurement of the proportionate share of each flat in the common areas..The super built-up area of the Flat no. C on the Second Floor a little more or less Square Feet super built-up area of the partly G+....- storied residential building.

BUILT UP AREA:

shall mean and include the covered area of the flat, external and internal walls and columns, as specified in the plan to be Sanctioned by the Burdwan Municipality. The built-up area of the Flat being no. C on the Second Floor a little more or less Square Foot built up area of the partly G +.... storied residential building

COMMON PURPOSES:

shall mean the purpose of managing and maintaining the building of the said holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the co-owners relating to their mutual right and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.

ROOF/TERRACE:

shall mean the ultimate roof over and above the Fourth Floor of the said building under Section 3(d)(2) of the West Bengal Apartment Ownership Act, 1972 and it should be treated as one of the common areas and facilities.

**THE FIRST SCHEDULE ABOVE REFERRED TO:
(THE SAID PREMISES)**

ALL THAT piece and parcel of Bastu Class of land with structure at R.S. Plot No. 1560, bearing R.S Khatian no. 952/1, L.R. Plot no. 1694, L.R. Khatian No. 8041 measuring a total defined & demarcated area of 3276.94 Sq. Ft upon which a G+V Residential Building in the name of **“GALAXCY APARTMENT”** consisting of flats/ apartments/ units and other premises, within Mouza - Goda, J.L. No. 26, comprises Municipal Holding no.284/1/N, bearing M.P Sub-Plot no. 2, Mahalla –Goda (North), Ward No. 26, within limit Burdwan Municipality, P.S. Burdwan & Dist. Purba Bardhaman

On North - 20'-0" Wide Non-metal Road

On West-23'-0" Wide Municipal Road

On East – R.S Plot no. 1560

On South – Sub-Plot no. 3 Community Space

**THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the said Flat)**

ALL THAT one residential Flat piece and parcel of the FIRST-schedule property comprising to UNIT / FLAT being no. on the FLOOR a little more or less (.....): Square Feet built-up area and a little more or less (.....) Square Feet Super Bullt-up area of the partly G+V storied residential building consisting of One bed room, One Study room, one kitchen,

one dining space, toilet, veranda and conceal wiring together with the undivided proportionate share of the land along with rights of easements, common areas, facilities and amenities annexed thereto, within the jurisdiction of Burdwan Municipality, A.D.S.R. Office P.S-Burdwan, & Dist. Purba Bardhaman in the State of West Bengal.

**THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common Part and Facilities)**

Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED
(Common Expenses)**

1. All cost of maintenance, operating, replacing, white washing (Once within 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 and other outgoing 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 and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
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 occupiers 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 paid maintenance charges @ 60 paisa per sq. ft. as per occupied area monthly within 10th of the next month. The delay more than 15 days is liable for penal interest @ 2% per months.
12. Electrical expenses relating to operating water pump.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(Common Restrictions for the Occupiers)**

- a. 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.
- b. 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.
- c. Neither party shall transfer or permit to transfer of their respective allocation or an part on 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.

- d. Both 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 by laws and regulations.
- e. 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.
- f. 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. .
- g. 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 in the compound corridor or any other portion or portion of the building.
- h. Neither parties is allowed to make any of the construction in common area' roof etc. without proper permission of the developers and or associations. .
- i. Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- j. No roof garden is allowed.

IN WITNESS WHERE OF the parties hereunto have set an subscribed their respective photo and puts their respective ten fingers prints and signature in the separate demy paper on the day, month and year First above written in full possession of their sense and in good state of health and mind and without provocation from others.

SIGNED, SEALED & DELIVERED AT BURDWAN IN PRESENCE OF WITNESS

WITNESSES:-

1.

2.

SIGNATURES OF THE VENDOR/OWNER

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Drafted by me & typed in my office:

Mr. Suman Bez

(Advocate)

Enrollment. No. F/361 of 2011
Burdwan District Judges' Court