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DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this day of(Two Thousand Twenty).

Market Value- 00,00,000/- , **Consideration Value-** 00,00,000/-

DISTRICT- Malda, **P.S-**English Bazar , **MOUZA-** Serpur Mokimpur

FLAT AREA-*Super Build-up Area*..... sq ft, *Carpet Area*-.....sq ft, *Build up Area*.....,,sq ft

Flat No (..... Floor)
Under English Bazar Municipality.

BETWEEN

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A. (1) SMT. ANIMA SAHA, PAN- RDSPS8700R, Wife of. Late Nityananda Saha, , by Faith-Hindu, Profession-Grihasti resident of Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B., Citizen of India.

(2) SRI JOYSURYA SAHA, PAN- AKLPS6587K, Son of Late Nityananda Saha, , by Faith-Hindu, Profession-Business, resident of Sarbamangala Pally , P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B., Citizen of India.

(3) JAYATI SAHA ROY CHAUDHURY, PAN- BSMPS3205A, Daughter of Late Nityananda Saha, , by Faith-Hindu, Profession-Govt. Service, resident of Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B., Citizen of India.

(4) SRI JAYABRATA SAHA, PAN-BFVPS5475J, Son of Late Nityananda Saha, , by Faith-Hindu, Profession-Business, resident of Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B., Citizen of India.

(5) KABITA GHOSH SAHA @ KABITA SAHA, PAN-AEXPG4722J, wife of Late Gour Hari Saha, , by Faith-Hindu, Profession-Grihasti resident of Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B., Citizen of India.

(6) SHANTA DAS SAHA @ SHANTA SAHA, PAN-CFIPD6297R, Daughter of Late Gour Hari Saha, by Faith-Hindu, Profession-Grihasti resident of Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B. Citizen of India.

(7) SINGDHA KUNDU @ SINGDHA SAHA, PAN-JDEPK1188K, Daughter of Late Gour Hari Saha, by Faith-Hindu, Profession-Grihasti resident of Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B. Citizen of India.

(8) SUSHANTA SAHA, PAN-BQPPS5633D, Son of Late Gour Hari Saha, by Faith-Hindu, Profession-Govt. Service, iredent of S Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B. Citizen of India.

(9) RANJIT MUSADDI, PAN-AELPM4063J, son of late Parmeswar Musaddi, by Faith-Hindu, Profession-Business, resident of Manaskamana Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B., Citizen of India.

(10) PRASENJIT SETH, PAN-ASTPS6093G, son of Puranjoy Singha Seth, by Faith-Hindu, Profession-Business, resident of Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B., Citizen of India.

(11) SUKUMAR MAHANTA, PAN-BBKPM2524H, son of Late Kanchan Mahanta, by Faith-Hindu, Profession- Business, resident of Manskamana Pally, , P.S.- English Bazar, P.O. & Dist. Malda, PIN-

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732101, W.B., Citizen of India. hereinafter called and referred as "**LAND OWNER**" (Which expression shall unless, excluded by or repugnant to deemed to mean and include executors, administrators, successors and assigns) of the **First Part** .

B. P.R. CONSTRUCTION, a Company incorporated under the Indian Partnership Act, 1932, having its Registered office at Sarbamangala Pally, P.S.-English Bazar, P.O. & Dist.-Malda – 732101, W.B., India, PAN- ABHFP2459A, represented by its partners **(1) RANJIT MUSADDI**, S/O Late.– Parmeswar Musaddi, **PAN-AELPM4063J**, by faith Hindu, by Profession-Business, residing at Manaskamana Pally, P.S.-English Bazar, P.O. & Dist.-Malda – 732101,W.B. **(2) PRASENJIT SETH**, S/O – Puranjoy Singha Seth, **PAN-ASTPS6093G**, by faith Hindu, by Profession-Business, residing at Sarbamangala Pally, P.S.-English Bazar, P.O. & Dist.-Malda – 732101,W.B. **(3) GITA MUSADDI**, W/O – Ranjit Musaddi, **PAN-ALBPM1824C**,by faith Hindu, by Profession-Business, residing at Manaskamana Pally, P.S.-English Bazar, P.O. & Dist.-Malda – 732101, W.B., **(4) SOMA SETH**, W/O – Prasenjit Seth, **PAN-BKKPS0287G**, , aged by faith Hindu, by Profession-Business, residing at Sarbamangala Pally, P.S.-English Bazar, P.O. & Dist.-Malda – 732101,W.B. In Hereinafter called and referred as "**VENDOR**" **SECOD PART**.

(acting through its attorney & representative of P.R.CONSTRUCTION its partner through **Power Of Attorney (1) RANJIT MUSADDI**, S/O Late.– Parmeswar Musaddi, **(2) PRASENJIT SETH**, S/O – Puranjoy Singha Seth, **(3) GITA MUSADDI**, W/O – Ranjit Musaddi, **(4) SOMA SETH**, W/O – Prasenjit Seth,Partners of **P.R. CONSTRUCTION** (constituted vide a deed of Power of Attorney after registered Development Agreement registered as document No. 1-0901-18152/2025 dt.24th November , 2025 in the office of DSR Malda).

AND

....., **(PAN –)** **Aadhaar No.**, daughter of/Son of/Wife of/Husband of, resident of, P.O.-, P.S.-, Dist- (W.B.), Pin No., **Indian Citizen** hereinafter referred to as the **PURCHASER**, hereinafter called and referred as "**PURCHASER OF THE THIRD PART**".

WHEREAS the mentioned in ‘A1’ schedule below property measuring 10.80 decimal (As per Deed) of land jointly acquired Haripada Saha, Nityananda Saha and Gour Hari Saha gifted by their mother by way of registered Deed of Gift bearing deed No. 12030 for the year 1960 registered at the Office of DSR, Malda.

During the possession Haripada Saha sold to Nityananda saha his share of property i.e. 3.66 decimal by way of registered Sale deed bearing deed No. 271 and 272 both for the year 1989 registered at the Office of ADSR, Malda.

After that Nityananda Saha became the absolute owner in possession of the property total area of land 3.66 decimal + 3.66 decimal = 7.32 decimal.

At the time of the possession Gour Hari Saha died leaving behind the follows legal heirs namely Kabita Ghosh Saha @ Kabita Saha, Santa Saha @ Santa Das Saha, Singdha Saha @ Singdha Kundu and

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Susanta Saha. After that they became of the absolute owner in possession of the property of Gour Hari Saha and L.R. Record of Rights bearing L.R.R.O.R. No. 509, 2611, 2962, 3070 stands in the name of Kabita Ghosh Saha @ Kabita Saha, Santa Saha @ Santa Das Saha, Singdha Saha @ Singdha Kundu and Susanta Saha.

During the jointly possession Nityananda Saha and the legal heirs of Gour Hari Saha they execute of Partition Deed vide No. 9710 dated 18.09.1992 registered at the Office of DSR, Malda, measuring 10.80 decimal (As per Deed) . Nityananda Saha became the first part of the Partition Deed get 7.20 decimal and Legal heirs of the Gour Hari Saha became the first of the Partition deed get 3.60 decimal.

During the possession Nityananda Saha recorded his name L.R.R.O.R. vide L.R. Khatian No. 1324 and he died leaving behind the flowing legal heirs namely Anima Saha, Jaysurya Saha, Jayati Saha Roy Chaudhury and Jayabrata Saha.

After that Anima Saha, Jaysurya Saha, Jayati Saha Roy Chaudhury, Jayabrata Saha, Kabita Ghosh Saha @ Kabita Saha, Santa Saha @ Santa Das Saha, Singdha Saha @ Singdha Kundu and Susanta Saha became the absolute owner in possession of the property.

WHEREAS the mentioned in 'A2' schedule below property measuring 9.53 decimal of land Ranjit Musaddi, Prasenjit Seth, Sukumar Mahanta purchased from Sukanta Chowdhury by way of registered Deed of Sale bearing deed No. 2959 & 2960 both for the year 2011 registered at the Office of ADSR, Malda dated 19/04/2011.

After that Ranjit Musaddi, Prasenjit Seth, Sukumar Mahanta purchased to Sukanta Chowdhury became the absolute owner in possession of the property and L.R. Record of Rights bearing L.R.R.O.R. No. 3700, 3701, 3699 stands in the name of Ranjit Musaddi, Prasenjit Seth, Sukumar Mahanta purchased from Sukanta Chowdhury and paying Govt. & Municipal Taxes.

AND WHEREAS in order to make proper use and commercial gain out of and from the said premises/property the Land OWNERS made out a scheme for a multistoried (B+G+VI) project but due to lack of expertise and paucity of sufficient fund to undertake and complete the said project decided to engage, appoint and entrust the said development work to a capable and reputed DEVELOPER who could skillfully raise and complete the said proposed multi storied building as its costs and responsibilities and having so decided offered the DEVELOPER to undertake the said project the DEVELOPER agreed to take up the said project and upon such agreement the parties hereto entered into this Development Agreement under mutual terms and conditions

WHEREAS a Development Agreement was executed between Developer/Vender ie **P.R. CONSTRUCTION** and Land Owners ie Anima Saha, Joysurya Saha, Jayati Saha Roy Chaudhury, Jayabrata Saha, Kabita Ghosh Saha @ Kabita Saha, Shanta Das Saha @ Shanta Saha, Snigdha Kundu @

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Snigdha Saha, Sushanta Saha, Ranjit Musaddi, Prasenjit Seth, Sukumar Mahanta, executed vide Development Agreement No.1-0901-14987/ 2025 dated 16-19-2025 in the office of DSR, Malda and one Irrevocable Power of Attorney vide No.1-0901-18152/2025 dated 24-11-2025 in the office of DSR. Malda, in respect of aforesaid land is owned by Land Owners. Developer/ Vendor agrees for construction of a building on the said land in the name of "**CROWN TOWN**".

AND WHEREAS the building plan was got sanctioned by the English Bazar Municipality vide Plan Sanction No. dated and revised plan Sanction No....., dated.

AND WHEREAS the Purchaser of this AGREEMENT approached to the **P.R. CONSTRUCTION** the VENDOR of this deed for purchasing one **Flat** measuring **Sq.ft.** super built up area on the **floor (Flat No.-.....) (As per Developer Allocation)** of the said building particularly described in the third schedule below together with undivided proportionate share of underneath the land measuring described in the second schedule below property be the same a little more or less under municipal premises No., within the limits of the English Bazar Municipality.

AND WHEREAS the Purchaser(.....) herein being desirous to acquire or own residential flat measuring **sq. ft.** super build- up area on the side of thefloor of the said building consisting of (.....) bed rooms, (.....) drawing cum dining, (.....) open kitchen, (.....) toilets, and (.....) balconies together with proportionate share of stair, and common service areas and common passages and also together with undivided Mouza proportionate share of the proportion of the land be the same a little more or less under municipal premises No., Mouza- Serpur Mokimpur, Situated at-Sarbamangala Pally, Ward-20 within the limits of the English Bazar Municipality has executed an "**Agreement to Sale**"/ "**Deed Of Conveyance**" with Party of FIRST PART at an consideration of Rs. **00, 00,000/-** (.....) only along with applicable GST (extra). This flat is more fully and particularly described in Second schedule hereunder written and hereinafter for the sake of brevity referred to as the said flat. Above noted Agreement to Sale is an integral part of this deed.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:-

1. That in pursuance of the said agreement and in consideration of the said sum of Rs. **00, 00,000/-** (.....) only paid by the purchaser to the **DEVELOPER/VENDOR** on or before the execution of these presents (the receipt whereof the **DEVELOPER/VENDOR** do hereby and as also by the receipt hereunder written do admit and acknowledge and of the from the same and every part thereof acquit, release and discharge the purchaser and the said flat) the **DEVELOPER/VENDOR** hereby grant, convey and transfer unto and in favour of the Purchaser ALL THAT undivided proportionate share or interest of the said piece or parcel of land be the same a

little more or less situate lying at the Municipal premises at No., Ward No-20, Mouza - Serpur Mokimpur, Location Sarbamangala Pally, within the limits of the English Bazar Municipality, Malda and more fully and particularly described in the Second Schedule hereunder written TOGETHER WITH the right to occupy one residential flat No..... on thefloor measuring sq. ft. Super Build-up area in the said building in the floor of the said building, hereinafter collectively referred to as the said flat, which is more fully and particularly described in the Third Schedule hereunder written subject to the terms and conditions contained in this Deed as to the user of the common parts and common areas in common with the other Owners/Occupiers of the said building AND also the right to use the common parts and common areas in common with the other Owners/Occupiers in the building with their respective servants, agents and invitees AND all the estate, right title, interest, claim and demand whatsoever of the DEVELOPER/VENDOR into upon or in respect of the said undivided proportionate share or interest in the said land described in the Second Schedule hereunder written and other stipulation and in connection with the beneficial use and enjoyment of the said land TO HAVE AND TO HOLD the said undivided proportionate share and all other benefits and rights TOGETHER WITH the respective rights to the members being the Owners of the residential units and/or flats/spaces free from all encumbrances, trust, liens and attachments and also subject to the purchasers covenants contained in this Deed.

2. That the DEVELOPER/VENDOR has delivered the actual and peaceful. Physical possession of the said PROPERTY to the PURCHASER on the spot, simultaneously after execution and registration of the deed of conveyance to the entire satisfaction of the PURCHASER.
3. That the DEVELOPER/VENDOR does hereby sell, grant, convey, transfer and assign the said PROPERTY unto the PURCHASER and assure that all the right, titles and interests of the DEVELOPER/VENDOR, along with all the rights. privileges, easements and appurtenance, whatsoever in the said PROPERTY. Hereby stand conveyed and every part thereof UNTO the PURCHASER, **TO HAVE AND TO HOLD** the same absolutely and forever.
4. That the DEVELOPER/VENDOR hereby assure the PURCHASER that the said PROPERTY hereby conveyed, is free from all sorts of charges, encumbrances, liens, lis-pendens, claims, demands, liabilities, disputes legal flaws, disputes, attachments, sale, mortgages, gifts, injunctions, notices, Will, exchange, notifications for acquisition/requisition, etc., and if ever it is proved to be otherwise and the PURCHASER suffers, due to any defect in the title of the DEVELOPER/VENDOR or the representations by the DEVELOPER/VENDOR, any loss and/or if whole or any part of the said PROPERTY, hereby conveyed, Is taken away from the possession of the PURCHASER, the DEVELOPER/VENDOR will compensate and make good the losses thus suffered by the

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PURCHASER in this regard and shall keep the PURCHASER indemnified against all losses, costs, damages and expenses occurring hereby the PURCHASER.

5. That the DEVELOPER/VENDOR admits and acknowledge that he has been left with no right, title and interest of any nature whatsoever, in the said PROPERTY and the PURCHASER has become the absolute, sole and exclusive OWNER of the same and that the PURCHASER shall enjoy and have the same in any manner it desires, including to sell, transfer or alienate the said PROPERTY, or any part thereof, to anyone, to give the same on rent to anyone and to receive the rents and profits etc.
6. That the PURCHASER can get the said PROPERTY mutated in its name in the records of the concerned authorities on the basis of this deed of conveyance or its certified true copy.
7. Before execution of these presents, the purchaser has fully satisfied herself as to the -
 - i) Title of the Land/Development Agreement
 - ii) The Plan sanctioned by the English Bazar Municipality
 - iii) The total salable area to comprise in the said unit

THE FIRST SCHEDULE ABOVE REFERRED TO:

In this Agreement, the terms used herein it is contrary and/or repugnant to the subject or contexts have the following meaning:

1. **ASSOCIATION:** shall mean the flat Owners Association or Syndicate or Society to be formed by the between the flat Owners of said building for the maintenance and management of the common purposes.
2. a) **BUILDING:** shall mean the building constructed in the said premises.
b) The said building shall mean such storages of the building was constructed on the said premises in which the said flat are situated and mentioned in the Second and Third Schedule hereunder written. It is made clear that the roof and other portions reserved by the Promoter shall remain with the Promoter till the Promoter sells all the flats and spaces.
3. **CO-PURCHASER:** shall according to the context mean and all the persons who have agreed to own flats in the said building.
4. **COMMON EXPENSES:** shall mean and include all expenses to be incurred by the co-purchasers for the management and upkeep of the building and/or the common purpose including those mentioned in the Forth Schedule hereunder written.

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5. **COMMON AREAS:** shall mean the common areas and installations expressed or intended for the common use and enjoyment of the occupants of the flats in the building mentioned in Part-1 of the Forth Schedule hereunder written. Save and except the areas reserved to the Owners
6. **COMMON PORTIONS:** shall mean all drainage, erections, constructions and installation comprised in the building and expressed or intended by the VENDOR for common use and enjoyment of the co-purchaser in the building as mentioned in Part-II of the Forth Schedule hereunder written.
7. **COMMON PURPOSES:** shall mean the purposes of management and maintenance of the building in particular the common parts and the common portions, collection and disbursement of the common expenses and dealings with the matters of common interest of the co-purchasers and relating to mod their actual right and obligations for the most beneficial use and enjoyment. of their respective flats exclusively and the building in common by the co purchasers
8. **PLAN:** shall mean the plan sanctioned by the English Bazar Municipality vide Building Permit No. dated and revised plan Sanction No....., dated.
9. Proportionate or proportionate area shall according to its context mean the following:
 - a) Where it refers to any share of any purchaser in the common parts and proportionate share shall be determined on the basis of the area of the flat of such purchaser in proportionate to the areas of all the flats in the building in which the flat of the purchasers are situated.
 - b) Where it refers to any share of any purchasers in respect of the said land, the common areas, the common portions and/or the building such proportionate share shall be determined on the basis of the area of such purchasers, in proportion to the areas of all the flats in the said building, provided that where it refers to the share of any rates and/or taxes then such share of the whole shall be determined on the basis of which such rates and/or taxes are being respectively levied, that is in case of the basis of any levy be area wise rental income of user respectively or the respective flats of the co-purchasers.
10. The said undivided interest shall mean an undivided proportionate share or interest of the purchaser in the said land taking into consideration of the rights of the VENDOR till the VENDOR sells all the flats..
11. a) ELATS shall mean the units in the said building being exclusively owned by any purchaser but shall not mean the roof of the building which is the property of the Association.

b) The said flat being flat No., on the Floor of the building more fully and particularly described in the Third Schedule hereunder written.
12. Singular shall include the plural and vice versa.
13. Masculine shall include the feminine and vice versa.

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THE SECOND SCHEDULE ABOVE REFERRED TO:
THE 'A1' SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land containing an area of 10.50 decimal (As per Record) (As per deed 10.80 decimal) be the same a little more or less lying situate within **District Malda, P.S.-English Bazar,A.D.S.R Office-Malda, Mouza-Serpur Mokimpur, J.L. No.63, R.S. Khatian No. 23 (Twenty three), L.R. Khatian No. 509** in the name of Kabita Saha, **1324** in the name of Nityananda Saha, **2611** in the name of Santa Saha, **2962** in the name of Snigdha Saha, **3070** in the name of Sushanta Saha, R.S. Plot No. **181 (one hundred eighty one)**, L.R. Plot No. **1967**, Classification- Bastu, within English Bazar Municipality, under ward No. 20, Location Sarbamangala pally,Malda,W.B, Holding No. 707/440/621 . Road Name-N.H 34 (Road Zone-Rathbari-Mahananda Bridge).

THE 'A2' SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of land containing an total area of 9.53 decimal be the same a little more or less lying situate within **District Malda, P.S.-English Bazar, A.D.S.R Office- Malda, Mouza-Serpur Mokimpur, J.L. No.63, R.S. Khatian No. 23 (Twenty three), L.R. Khatian No. 3700** in the name of Ranjit Musaddi, **3701** in the name of Prasenjit Seth, **3699** in the name of Sukumar Mahanta, R.S. Plot No. **181 (one hundred eighty one)**, measuring 2.60 decimal in the L.R. Plot No. **1965**, AND Land measuring 6.93 decimal in the L.R. Plot No. **1966**, Classification- Bastu, within English Bazar Municipality, under ward No. 20, Location Sarbamangala pally,Malda,W.B. Holding No. 707/440/621.. Road Name-N.H 34 (Road Zone-Rathbari-Mahananda Bridge).

A1 and A2 butted and bounded in the following manner:-

ON THE NORTH	:	Ranjan Basak
ON THE SOUTH	:	8 ft wide Minucipal Lane.
ON THE EAST	:	60 ft. wide Metal Road Road Name-N.H 34 (Road Zone-Rathbari-Mahananda Bridge).
ON THE WEST	:	Mritunjay Chaterjee and Gita Chaterjee.

THE THIRD SCHEDULE ABOVE REFERRED TO:

ALL that the residential flat namely No. measuring **sq. ft.** super built up area (Built up/Covered area Sq.Ft./Carpet Area.....sq ft.) on the side of the Floor of the building namely CROWN TOWN consisting of (.....) bed rooms, (.....) drawing cum dining, (.....) open kitchen, (.....) toilets, and (.....) balconies (**Floor type Tiles and Lift facility available**) together with proportionate share of stair, and common service areas and common passages and also together with undivided proportionate share of the proportion of the land be the same a little more or less under municipal premises No., Mouza-Serpur Mokimpur, Location Sarbamangala Pally , Ward-20, JL No.63, L.R. Khatian No. 1324,509,2611,2962,3070,3700,3701,3699, , L.R. Plot No. 1965,1966,1967 within the limits of the English Bazar Municipality, Dist- Malda and the same is butted and bounded in the manner following:

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North ::
South ::
East ::
West ::

This flat is newly constructed and copy of hand sketch attach herewith.

THE FORTH SCHEDULE ABOVE REFERRED TO:

PART- I

COMMON PARTS TO THE CO-PURCHASER OF THE SAID BUILDING

- 1. Staircases having lighting and allied fixtures and windows fitted with glass and/or grills.
- 2. Roof of the building will be used by all the Co-Owners of the Building of weathering cloths, putting TV antenna etc. but no one is allowed to make any permanent/temporary construction over there.
- 3. Water pump, motor, overhead tank and distribution pipes to different flats and from reservoir to the tank, Lift
- 4. Concealed and/or surface electrical wiring from ground floor to the said flat respectively and switches.
- 5. Parking space for one Two Wheeler (common parking space).

PART- II

(COMMON PORTIONS COMMON TO THE CO-PURCHASER OF THE SAID BUILDING)

- 6. The paths and drive ways in the said building and other than land under any building for the purpose of access only.
- 7. Drains and sewers from the building to the municipal drains and septic tank.
- 8. Common tube-well and common water reservoir and distribution arrangements and pipes, reservoir of the building.
- 9. Only general lighting of the common portions shall be provided.
- 10. Boundary wall and gates to the building.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

- 1. The expenses of repairing and maintaining of the main structure (not comprised in any of the flats) and the main entrance, passage, drive ways. landings and staircase of the building enjoyed or used by the purchaser or occupiers of the flats in the said building and boundary wall of the said premises, gutters, rain water pipes electric wires etc. In or under or upon the building.
- 2. The cost and expenses of working running and general maintenance of water and electric meters, generators, pumps its and other lights and equipments and service charges thereof.
- 3. The salaries and other expenses of night guard, sweepers, caretakers, electrician plumber etc. employed from time to time for common purposes.
- 4. The maintenance of root parapet walls, the main gates, boundary walls, etc.
- 5. Insurance of the building
- 6. Other charges and expenses.
- 7. Costs and expenses of decorating exterior and interior of the building.

8. Municipality and other taxes (Unit wise).

THE SIXTH SCHEDULE ABOVE REFERRED TO:

The purchaser shall not obstruct the VENDOR and the other co-purchasers and the association upon its formation to the following rights, easements, quasi-easements privileges and/or appurtenances.

1. The right of common passages in all the common paths, common portion in each and every part of the building including connection for pipes, cables etc.
2. Right of protection of each portion of the building by the other thereof.
3. The absolute right over the common parts and passage.
4. The right to install antenna on the roof the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Covenants regarding Managing and maintenance of the common parts and the common portions, the common expenses and other matters.)

1. In case and by any transfer the purchaser diverts himself of his ownership of the said flat, then such transfer will be accompanied by the transfer of all the interest and right the purchaser may have in the building and such transfer shall be subject to the conditions that the transferee shall abide by all the covenants and pay all amounts payable by the purchaser for common expenses hereunder and such transferee shall have all the rights as the purchaser may have hereunder. Such transfer will be valid only after obtaining "No Dues Clearance Certificate" in writing from Association.
2. The purchaser shall pay and bear all Municipal Taxes and all other rates and all outgoing in respect of the common parts on and from the date of possession of the said flat.
3. If any tax is assessed by the Municipal Authorities or any other statutory authority in respect of the common areas of the said building the purchasers shall pay the proportionate share as determined on the basis of the valuation of the said flat.
4. The Purchaser hereby agree that he shall on demand pay and deposit all the dues and claims of the Association without raising any objection.
5. The purchasers shall use the demised flat strictly for residential purpose only and not for any other purpose whatsoever in nature and shall do the following:-
 - (a) Keep at his/her own costs and expenses the said flat and every part thereof properly painted, in good repair and in a neat and clean condition
 - (b) Use the said flat and all the common parts and common portion peacefully and quietly in the manner reasonably required.
 - (c) Not to keep or allow to be kept in the said flat or in the common parts any inflammable combustible or injurious articles or things which are likely to damage or effect the said premises save and except those quantities or articles which are permissible for domestic use.

- 6. All charge for the electric services consumed in the said flat shall be borne and paid by the purchaser.
- 7. That notwithstanding anything herein contained to the contrary the said premises shall never be divided by metes and bounds and the said flat will also not be divided or sub-divided into room or rooms either vertically or horizontally.

In witnesses whereof the parties hereto have set and subscribed their hands and seal on the day month and year first above written.

WITNESSES:

1.

PROMOTER

2.

Drafted By

PURCHASER

RAJDEEP MISRA
Advocate
Malda Bar Association, Malda
Enrolment No.