

DEED OF CONVEYANCE

1. **Date:**

2. **Place: Kolkata**

3. **Parties:**

3.1 **RITUPARNA SUJAY MAITRA [PAN: AUDPM3597K], [AADHAAR NO: 8115 6266 8753]**, wife of Sujay Maitra, daughter of Mihir Sarkar, by Faith- Hindu, by Profession- Housewife, by Nationality – Indian, residing at B. L. Das Lane, Puratuli, under Police Station- English Bazar, P.O. & District- Malda, Pin- 732101 West Bengal, India.

3.1.1 **ANITA ROY CHOUDHURY [PAN: AVGPC8127P], [AADHAAR NO: 2677 5711 2801]**, wife of Anchal Kumar Roy Choudhury, daughter of Late Asit Kumar Sarkar, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, residing at Maheshmati, P.S. – English Bazar, Post and District – Malda, Pin No. – 732101, (W.B.).

3.1.2 **SUNITA MUKHOPADHYAY [PAN: BVIPM2775A], [AADHAAR NO: 5404 0608 6237]**, wife Avisyamal Mukhopadhyay, daughter of Late Asit Kumar Sarkar, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, residing at Maheshmati, P.S. – English Bazar, Post and District – Malda, Pin No. – 732101, (W.B.).

For C G DEVELOPER

C.G. DEVELOPER

Chandan Kumar Das

Partner

Chandan Kumar Das

Partner

- 3.1.3 **MALA SARKAR [PAN: AVGPC8127P], [AADHAAR NO: 2677 5711 2801]**, wife of Netai Chandra Das, daughter of Late Asit Kumar Sarkar, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, residing at Maheshmati, P.S. – English Bazar, Post and District – Malda, Pin No. – 732101, (W.B.).
- 3.1.4 **VIVEKANAND AKULI [PAN: ACVPA0210H], [AADHAAR NO: 8240 0346 4946]**, son of Late Narayan Chandra Akuli, husband of Late Chandana Akuli, by faith – Hindu, by Occupation – Retd. person, by Nationality – Indian, residing at Mahesmati, P.S. – English Bazar, Post and District – Malda, Pin No. – 732101, (W.B.).
- 3.1.5 **NEELANJAN AKULI [PAN: DCOPA0931H], [AADHAAR NO: 9369 2059 6094]**, son of Vivekanand Akuli & Late Chandana Akuli, by faith – Hindu, by Occupation – Service, by Nationality – Indian, residing at Mahesmati, P.S. – English Bazar, Post and District – Malda, Pin No. – 732101, (W.B.).

Hereinafter jointly called and referred to as the **“LANDOWNERS/VENDORS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives, and assigns) of the **FIRST PART**.

AND

- 3.2 **..... [PAN.], [AADHAAR NO.] & [MOBILE NO.]**, son/wife/daughter of, by faith -, by occupation -, by nationality - Indian, residing at, P.O., P.S., District -, Pin -, State -

Hereinafter called and referred to as the **“PURCHASER”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives, and assigns) of the **SECOND PART**.

AND

- 3.3 **C.G. DEVELOPERS, [PAN No. – AAPFC6667G]**, a partnership firm, Deed No. IV-090200064/2022 dated 16/11/2022, having its office at Maheshmati, P.S. – English Bazar, Post & District – Malda, Pin No. – 732101 (W.B.), represented by its partners namely **1. CHANDAN KUMAR DAS, [PAN NO. – AGGPDO029A], [AADHAAR NO. 6233 1738 0182]**, son of Birendra Nath Das, by occupation – Business, by faith - Hindu, residing at Maheshmati, P.S. – English Bazar, Post and Dist. – Malda, Pin No. – 732101, (W.B.), Citizen of India. **2. RUP KUMAR SAHA, [PAN NO. – BIFPS4739E], [AADHAAR NO. – 9636 2376 6545]**, son of Raj Kumar Saha, by Occupation – Business, by faith – Hindu, residing at 12/51 Rabindra Avenue, P.S. – English Bazar, Post and District – Malda, Pin No. – 732101, (W.B.) Citizen of India. **3. GOUTAM CHOWDHURY, [PAN NO. – ACIPC7785Q], [AADHAAR NO. 5534 5675 1400]**, son of Late Nalinakshya Chowdhury, by Occupation – Business, by faith - Hindu, residing at South Singatala, P.S. – English Bazar, Post and District – Malda, Pin No. 732101, (W.B.), Citizen of India. **4. ARINDAM DAS, [PAN NO. – AJAPD6668C], [AADHAAR NO. – 9349 7088 8266]**, son of Basudev Das, by Occupation – Business, by faith – Hindu, residing at K.J.Sanyal Road, P.S. – English Bazar, Post – Mokdumpur, District – Malda, Pin No. – 732103, (W.B.).

Hereinafter called and referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its/his heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchaser/s and the Developer/Confirming Party collectively Parties and individually Party.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

4. Subject Matter of Conveyance:

4.1 Transfer of Said Flat & Appurtenances:

4.1.1 Said Flat/Said Property : ALL THAT piece and parcel of one independent and complete residential flat, being **Flat No. ‘.....’**, on the **Floor, Side**, measuring **Square Feet be the same a little more or less of super built up area**, ALONGWITH a Covered Parking Area, on the Ground Floor, measuring sq.ft., being car parking no, lying and situated in the building namely **“SHOBHASITO APARTMENT”**, morefully described in the Second Schedule hereunder written, lying and situated on the amalgamated plot of land, which is morefully described in the First Schedule hereinafter written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said said property, lying in the said building/complex **[SOLD PROPERTY/SAID PROPERTY]**.

5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS:

5.1 Representations and Warranties Regarding Title: The Landowners/Vendors and the Developer/Confirming Party have made the following representation and given the following warranty to the Purchasers regarding title.

5.1.1 CHAIN AND TITLE REGARDING ABSOLUTE OWNERSHIP OF RITUPARNA SUJAY MAITRA, ONE OF THE LANDOWNERS HEREIN IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS UNDER:

5.1.1.1

5.1.2 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF ANITA ROY CHOUDHURY, SUNITA MUKHOPADHYAY, MALA SARKAR & CHANDANA AKULI, LANDOWNERS THEREIN IN RESPECT OF THE FIRST SCHEDULE PROPERTY, AS IS UNDER:**

5.1.2 **REGISTERED DEVELOPMENT AGREEMENTS EXECUTED IN BETWEEN THE SAID LANDOWNERS THEREIN AND ONE 'C.G. DEVELOPERS', DEVELOPER HEREIN:**

5.1.2.1 The said landowners therein, entered into two Registered Development Agreements with one '**C.G. DEVELOPERS**', developer herein in respect of their total plot of land mentioned therein. The said Development Agreements were registered on (1) 21.07.2025, registered in the office of the A.D.S.R. Malda and recorded in Book No. I, Volume No. 0902-2025 Pages 158740 to 158769 being Deed No. 090111589 for the year 2025, (2) 30.05.2025, registered in the office of the A.D.S.R. Malda and recorded in Book No. I, Volume No. 0902-2025 Pages to being Deed No. 090206291 for the year 2025.

5.1.3 **REGISTERED POWER OF ATTORNEY EXECUTED BY THE SAID RITUPARNA SUJAY MAITRA, ANITA ROY CHOUDHURY, SUNITA MUKHOPADHYAY, MALA SARKAR & CHANDANA AKULI, LANDOWNERS THEREIN AND THE SAID 'C.G. DEVELOPERS', DEVELOPER HEREIN:**

5.1.3.1 The said Rituparna Sujay Maitra, Anita Roy Choudhury, Sunita Mukhopadhyay, Mala Sarkar & Chandana Akuli, landowner therein, appointed the said '**C.G. DEVELOPERS**' as their constituted attorney by executing two separate Registered Development Power of attorney after Registered Development Agreements. The said Development Power of Attorney were registered on (1) 21.07.2025, registered in the office of the A.D.S.R. Malda and recorded in Book No. I, Volume No. 0902-2025 Pages 160445 to 160457 being Deed No. 090111649 for the year 2025, (2)

30.05.2025, registered in the office of the A.D.S.R. Malda and recorded in Book No. I, Volume No. 0902-2025 Pages 123458 to 123478 being Deed No. 090206314 for the year 2025.

- 5.1.3.2 **DEMISE OF CHANDANA AKULI** : While in absolute joint possession and absolute joint ownership over the aforesaid property, the said Chandana Akuli died intestate, leaving behind her husband namely Vivekananda Akuli & one son namely Neelanjan Akuli, as her heirs and successors in interest in respect of the aforesaid land, left by the said Chandana Akuli, since deceased.
- 5.1.3.3 **ABSOLUTE JOINT OWNERSHIP OF SAID (1) RITUPARNA SUJAY MAITRA, (2) ANITA ROY CHOUDHURY, (3) SUNITA MUKHOPADHYAY, (4) MALA SARKAR, (5) VIVEKANANDA AKULI & (6) NEELANJAN AKULI, LANDOWNERS HEREIN:** Thus on the basis of the aforementioned facts and circumstances, the said (1) Rituparna Sujay Maitra, (2) Anita Roy Choudhury, (3) Sunita Mukhopadhyay, (4) Mala Sarkar, (5) Vivekananda Akuli & (6) Neelanjan Akuli, became the absolute joint owners of aforesaid property, morefully described in the First Schedule hereunder written.
- 5.1.3 **REGISTERED GENERAL POWER OF ATTORNEY EXECUTED BY THE SAID ANITA ROY CHOUDHURY, SUNITA MUKHOPADHYAY, MALA SARKAR, VIVEKANANDA AKULI & NEELANJAN AKULI, LANDOWNERS HEREIN AND THE SAID 'C.G. DEVELOPERS', DEVELOPER HEREIN:** After demise of the said Chandana Akuli, the said Anita Roy Choudhury, Sunita Mukhopadhyay, Mala Sarkar, Vivekananda Akuli & Neelanjan Akuli, landowner herein, appointed the said 'C.G. DEVELOPERS' as their constituted attorney by executing a Registered General Power of attorney. The said Registered General Power of Attorney was registered on 25.09.2025, registered in the office of the A.D.S.R. Malda and recorded in Book No. I, Volume No. 0902-2025 Pages 224654 to 224674 being Deed No. 090212019 for the year 2025.

5.1.4 **SANCTION OF BUILDING PLAN :**

5.1.4.1 **Sanction of Building Plan:** The said Anita Roy Choudhury & others landowner herein, sanctioned a building plan on the said plot of land, from the concerned English Bazar Municipality, vide **Building Permit No. 03/2025-2026 dated 10.01.2026.**

5.1.4.3 **CONSTRUCTION OF BUILDING:**

5.1.4.3.1 **Construction of Building:** The said '**C.G. DEVELOPERS**', Developer herein, is constructing B+G+6 storied buildings namely "**SHOBHASITO APARTMENT**", on the said plot of land in accordance with a sanctioned a building plan from the concerned authority, which is morefully described in the First Schedule hereunder written.

5.1.5 **DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION:**

5.1.5.1 **Desire of Purchaser/s for purchasing a Flat from Developer's Allocation** : The Purchaser/s herein perused and inspected Title Deed/s, Registered Development Agreement, Registered Development Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied himself/herself in regards thereto and approached to the said '**C.G. DEVELOPERS**', Developer herein, to purchase **ALL THAT** piece and parcel of one independent and complete residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, measuring **Square Feet be the same a little more or less of super built up area**, ALONGWITH a Covered Parking Area, on the Ground Floor, measuring sq.ft. more or less, lying and situated in the said building namely "**SHOBHASITO APARTMENT**", morefully described in the Second Schedule hereunder written, lying and situate on the said plot of land, which is morefully described in the First Schedule hereunder written, together with undivided proportionate share of land, common areas, common amenities and common facilities of the said property, lying in the said building from Developer's Allocation [**Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY**].

5.1.5.2 **Acceptance by Developer:** The said “**C.G. DEVELOPERS**”, Developer/Confirming Party herein accepted the aforesaid proposal of the Purchaser herein and agreed to sell the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.5.3 **Consideration:** The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** **only**, subsequently the Purchaser herein already paid the same to the said ‘**C.G. DEVELOPERS**’, Developer/Confirming Party herein as per memo attached herewith.

5.1.6 **LAND SHARE & SHARE IN COMMON PORTIONS:**

5.1.6.1 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Flat morefully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

5.1.6.2 **Share in Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building/Complex is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Part-II of the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Flat bears to the total super built-up area of the Said Building.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES** : The Landowner/Vendor and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

- 6.1 **No Acquisition/Requisition** : The Landowner/Vendor and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Flat and/or any part of the property in which the building is lying and declare that the Said Flat is not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.
- 6.1.1 **No Encumbrance** : The Landowner/Vendor and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Flat or any part thereof can or may be impeached, encumbered or affected in title.
- 6.1.2 **Right, Power and Authority to Sell** : The Landowner/Vendor and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Flat to the Purchasers herein.
- 6.1.3 **No Dues** : No tax in respect of the Said Flat is due to the concerned authority or authorities and no Certificate Case is pending for realisation of any taxes from the Landowner/Vendor and the Developer/Confirming Party herein.
- 6.1.4 **No Mortgage** : No mortgage or charge has been created by the Landowner/Vendor and the Developer/Confirming Party in respect of the Said Flat or any part thereof.
- 6.1.5 **No Personal Guarantee** : The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.

- 6.1.6 **No Bar by Court Order or Statutory Authority :** There is no order of Court or any other statutory authority prohibiting the Landowner/Vendor and Developer/Confirming Party from selling, transferring and/or alienating the Said Flat or any part thereof.

7. **BASIC UNDERSTANDING :**

- 7.1 **Agreement to Sell and Purchase :** The Purchaser/s herein has/have approached to the Developer/Confirming Party and the Landowner/Vendor and offered to purchase the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereunder written, and the Purchasers based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), have agreed to purchase the Said Flat/Said Property from the Developer/Confirming Party and Landowner/Vendor herein through Developer's Allocation, and in this regard, an Agreement for Sale has already been executed in between the parties herein in respect of the said flat/said property on

8. **TRANSFER :**

- 8.1 **Hereby Made :** The Developer/Confirming Party and Landowner/Vendor hereby sell, convey and transfer the Purchaser the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID FLAT/SAID PROPERTY**, which is morefully described in the Second Schedule hereinafter written, together with proportionate undivided share of land morefully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building, described and referred in the Part-II of the Third Schedule hereinafter written.

- 8.1.1 **Consideration:** The aforesaid transfer is being made in consideration of a sum of **Rs..... (Rupees)** only paid

by the Purchasers to the Developer/Confirming Party herein, receipts of which the Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admit and acknowledge.

9. **TERMS OF TRANSFER :**

9.1 **Salient Terms:** The transfer being effected by this Conveyance is:

9.1.1 **Sale :** A sale within the meaning of the Transfer of Property Act, 1882.

9.1.2 **Absolute :** Absolute, irreversible and perpetual.

9.1.3 **Free from Encumbrances :** Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vestings and liabilities whatsoever.

9.2 **SUBJECT TO :** The transfer being effected by this Conveyance is subject to :

9.2.1 **Indemnification :** Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Landowner/Vendor and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowner/Vendor and Developer/Confirming Party shall at their cost forthwith take all necessary steps to remove and/or rectify.

9.2.2 **Transfer of Property Act :** All obligations and duties of Landowner/Vendor and Developer/Confirming Party and the Purchasers as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

- 9.2.3 **Delivery of Possession :** Khas, vacant and peaceful possession of the Said Flat has been handed over by the Landowner/Vendor and Developer/Confirming Party to the Purchasers, which the Purchasers admit, acknowledge and accept.
- 9.2.4 **Outgoings :** All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said Flat relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowner/Vendor and Developer/Confirming Party with regard to which the Landowner/Vendor and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession :** The Landowner/Vendor and Developer/Confirming Party hereby covenant that the Purchasers and their heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowner/Vendor and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowner/Vendor and Developer/Confirming Party.
- 9.2.6 **No Objection to Mutation:** The Landowner/Vendor and Developer/Confirming Party declare that the Purchasers can fully be entitled to mutate their names in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in their own names. The Landowner/Vendor and Developer/Confirming Party undertake to co-operate with the Purchasers in all respect to cause mutation of the Said Flat in the

name of the Purchasers and in this regard shall sign all documents and papers as required by the Purchasers.

- 9.2.7 **Further Acts** : The Landowner/Vendor and Developer/Confirming Party hereby covenant that the Landowner/Vendor and Developer/Confirming Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Landowner/Vendor and Developer/Confirming Party and/or their successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.
- 9.2.8 **COMPLETION CERTIFICATE/OCCUPANCY CERTIFICATE/CC**: It is the duty of the Developer to produce Completion Certificate/Occupancy Certificate/CC or an application copy for CC to the Purchaser on or before executing the Deed of Conveyance.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Total Plot of Amalgamated Land]

ALL THAT piece and parcel of total Bastu land measuring about **13.5 Decimal** be the same a little more or less comprised R.S. Dag Nos. – 330(Old), Hal 330/1651, corresponding to **L.R. Dag Nos. – 5506 & 5507**, in R.S. Khatian No. 178, corresponding to **L.R. Khatian Nos. 2732 & 3480**, at **Mouza – Mahesmati**, J.L. No. – 66, P.S. English Bazar, P.O. Malda, under English Bazar Municipality, in ward no. – 17, Holding. No. 242/154/366, District – Malda, Pin – 732101, West Bengal, butted and bounded by:-

NORTH	14 feet wide Municipal Lane.
SOUTH	H/O – Mihir Sarkar & others.
EAST	H/O – Niranjana Mondal
WEST	20 feet wide Maheshmati Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Description of Flat]

[Sold Property/Said Property]

ALL THAT piece and parcel of one independent and complete Tiles flooring residential flat, being **Flat No. '.....'**, on the **Floor**, **Side**, measuring **Square Feet be the same a little more or less of Carpet area**, [equivalent ofSquare Feet of Build-up area, equivalent ofSquare Feet of Super Buil up area] consisting of Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony, ALONGWITH a Covered Parking Area, on the Ground Floor, measuring sq. ft., being car parking no.... lying and situated in the said building namely **"SHOBHASITO APARTMENT"**, lying and situated at **Mouza – Mahesmati**, J.L. No. – 66, comprised in L.R. Dag Nos. – 5506 & 5507, in L.R. Khatian Nos. 2732 & 3480, P.S. English Bazar, P.O. Malda, under English Bazar Municipality, in ward no. – 17, Holding. No. 242/154/366, District – Malda, Pin – 732101, West Bengal, absolutely Free from All Encumbrance, lying and situated on the total plot of land, which is more fully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities, common facilities of he said property, lying in the said building.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartible share of land morefully and specifically described in the First Schedule hereinbefore.

Part - II

[Description of share of common areas & common amenities]

ALL THAT piece or parcel of proportionate impartible share of common areas and common amenities morefully and specifically described in the Fourth & Fifth Schedule hereinafter.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Areas & Amenities]

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters.
- :: Elevators and allied machinery in the Said Building.
- :: Ultimate roof of the building will be treated as common space.

THE FIFTH SCHEDULE ABOVE REFERRED TO

[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipments and personnel deputed for the building, if any.
4. Association : Establishment and all other capital and operational expenses of the Association of the flat owners of the building.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building].
7. Insurance : Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
8. Operational : All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their

license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building.

9. Rates and Taxes : Municipal Tax, Surcharge, Water Tax and other levies in respect of the said building save those separately assessed on the buyer/s.
10. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building.

THE SIXTH SCHEDULE ABOVE REFERRED TO
[Rights and obligations of the purchaser/s]

Absolute User Right :

The purchaser/s shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different flat of the building :

1. The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.
2. Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the purchasers shall have to maintain the floor of the said flat, so that it may not cause leakage or slippage to the floor underneath.
3. Obtaining telephone connection to the said flat as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the purchasers shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said property provided always that the purchasers shall restore forthwith such dug up holes or excavations at their own costs and expenses.
4. Maintaining, repairing, white washing or painting of the door and windows of the said property in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
5. Mutating their names as owners of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.
6. Absolute proprietary rights such as the vendor/developer derives from their title save and except that of demolishing or committing waste in respect of the property described in schedule in any manner, so as to effect the vendor/developer or other co-owners, who have already purchased and

acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.

7. Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.
8. To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.

Obligations :

1. The purchaser/s shall not store any inflammable and/or combustible articles in the said flat, but excluding items used in kitchen and personal purpose.
2. The purchaser/s shall not store any rubbish or any other things in the stair case not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.
3. The purchaser/s shall not make any additions and alterations in the property, whereby the main building may be damaged, but the purchaser/s shall be entitled to erect wooden partition in the said flat for the purpose of his/her family requirement.
4. The purchaser/s shall also pay his/her/their proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion alongwith maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.
5. Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
[Easements and Quassi Easements]

1. The right of common parts for ingress in and egress out from the units or building or premises.
2. The right in common with the other purchasers to get electricity, water connection from and to any other unit or common parts through pipes, drains,

wires connection lying or being in under through or over the sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit/flat and/or parts and/or common areas.

3. The right of protection for other parts of the building by all parts of the unit/flat as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit/flat for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency purchasers shall be given prior notice in writing of the intention for such entry as aforesaid.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
[Management & Maintenance of the Common Portions]

1. The Developer with the cooperation of the flats Owners shall form an association/society for the common purposes including taking over all obligations with regard to management control and operation of all common portions of the said building under West Bengal Ownership Apartment Act, 1972.

Upon the purchaser/s fulfilling his/her obligations and covenants under and upon its formation the Association, shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and/or expedient for the common purposes and the purchasers shall co-operate with the vendor/developer till the Association/Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building.

2. Upon formation of the Association/Society, the vendor/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchaser/s or otherwise after adjusting all amounts his/her remaining due and payable by the purchaser/s and the amounts so

transferred henceforth be so held the Association/Society under the account of purchasers for the purpose of such deposit.

3. The Association/Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the vendor/developer for all liabilities due to non fulfillment of his/her/their respective obligations by the co-owners and/or the Association/Society.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties at Malda

In presence of:

- 1.
- 2.

Chandan Kumar Das

Rup Kumar Saha

Goutam Chowdhury

Arindam Das

as constituted attorney of

Anita Roy Choudhury

Sunita Mukhopadhyay

Mala Sarkar

Vivekananda Akuli

Neelajan Akuli

Landowners/Vendors

.....
Purchaser

Chandan Kumar Das

Rup Kumar Saha

Goutam Chowdhury

Arindam Das

All are partners of **C.G. DEVELOPERS**

Developer/Confirming Party

MEMO OF CONSIDERATION

Received with thanks from the above-named purchaser, a sum of **Rs.....**
(Rupees) **only** towards the total consideration of the said flat & said covered parking space which is morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land morefully mentioned in the First Schedule hereinbefore written as per money receipts given to the purchaser.

<u>Mode of Payment</u>	<u>Date</u>	<u>Bank's Name</u>	<u>Amount</u>
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Witnesses :

- 1.
- 2.

Chandan Kumar Das

Rup Kumar Saha

Goutam Chowdhury

Arindam Das

All are partners of **C.G. DEVELOPERS**

Developer/Confirming Party

For C G DEVELOPER

C.G. DEVELOPER
Chandan Kumar Das
Partner

Chandan Kumar Das
 Partner