

DEED OF CONVEYANCE

Property within the jurisdiction of Burdwan,, of P.S.- Burdwan, Dist.-
PurbaBardhaman, carpet area of flatsq.ft, together with car parking space on
the.....

THIS DEED OF CONVEYANCE is made on this day of, **2025**.

By and Between

MR. DILIP BHATTACHARYA (PAN – BOKPB0679D) son of Late Bansidhar Bhattacharya,
by Nationality - Indian, by caste Hindu, by profession Business, resident of 482 Baranilpur
more, Suhird pally, P.O.- Sripally, P.S. Burdwan Sadar, Dist. Purba Bardhaman, State of

West Bengal - 713103 herein after called the “**OVENDOR / LAND OWNERS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns, nominee or nominees) of the **FIRST PART** and the First Part herein represented by their duly appointed Attorney / the Developer (duly appointed by the **OWNERS of the First Part** vide a Registered Power Of Attorney After Registered Land Development Agreement, dated 11.12.2024, being Deed No. I-8099 for the year 2024 office of the A.D.S.R. Burdwan) named :-

“**ROYAL CONSTRUCTION**” (a Partnership Firm) (Pan Card No. AAZFR2950B) having its registered office at 329/D, Baranilpur More, Suhrid Pally (Near sainik Bhaban ,Ward No - 14, P.O.- Sripally , P.S.- Burdwan , Dist – Purba Bardhaman-713103 (W.B.) India.
Site Office at 482 Baranilpur More, Suhrid Pally ,Ward No - 14, P.O.- Sripally , P.S.- Burdwan , Dist – Purba Bardhaman-713103 (W.B.) India.

represented by its Partners -

(1) **SUBRATA GUPTA (Pan Card No. AILPG2971M)** S/O Sourendra Nath Gupta , Faith Hindu , by Occupation - Business, resident of Boronilpur Bidhannagar, P.O.- Sripally, P.S. - Burdwan , District - Purba Burdwan , Pin - 713103 (W.B.) India.

(2) **SRI PRASAANTA GARAI (Pan Card No. AIKPG3644A)** S/O Dilip Garai by faith Hindu , by Occupation - Business, resident of Boronilpur More , P.O.- Sripally, P.S. - Burdwan , District - Purba Burdwan , Pin - 713103 (W.B.) India. (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns, nominee or nominees) of the **FIRST PART**.

AND

“**ROYAL CONSTRUCTION**” (a Partnership Firm) (Pan Card No. AAZFR2950B) having its registered office at 329/D, Baranilpur More, Suhrid Pally (Near sainik Bhaban ,Ward No - 14, P.O.- Sripally , P.S.- Burdwan , Dist – Purba Bardhaman-713103 (W.B.) India.

Represented by its Partners :-

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AND

MR./MRS. [PAN :], son/wife/ daughter of , Nationality - Indian, by faith Hindu, by occupation Service, resident of , P.O.- , P.S. – , District – , Pin – , hereinafter called and referred to as the **ALLOTTEE/PURCHASER/S** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heir(s), successor(s), executor(s), administrator(s), representative(s) and assign(s)) of the **THIRD PART**.

The Land Owners, the Promoter/Developer and Allottee/Purchaser/s shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS the **OWNER** is absolutely seized and possessed of the property described in the "A" Schedule below and have acquired a good and absolute right title interest & possession over the "A" schedule property.

AND WHEREAS the "A" Schedule property was originally belonged to Gopal Krishna Dey S/O Late. Sarada Prosad Dey & Smt. Parubala Mitra W/O Provash Chandra Mitra who obtained the said property has been Recorded their name in the Revesional Settlement record under R.S. Khatian no. 178/1, Mouza – Balidanga .

AND WHEREAS said Gopal Krishna Dey & Smt. Parubala Mitra was enjoying and possessing the same of the under schedule property as per the record under R.S. Khatian no. 178/1 .

AND WHEREAS said Gopal Krishna Dey & Smt. Parubala Mitra both are transferred under Schedule property in favour of Sisir Kumar Mazumder S/o Late Ganga Charan Mazumder by way of Sale Deed no – 4129 for the year 1964 & said Sale Deed no -4129 recorded under Vol - 41, Pages 175 – 178 in the office of DSR Burdwan on dated 29-05-1964.

AND WHEREAS said Sisir Kumar Mazumder Recorded his name under Schedule Property in the LR Settlement record of rights under LR Khatian no – 2192/16.

AND WHEREAS said Sisir Kumar Mazumder applied for a Residential existing building plan at Burdwan Municipality & said Burdwan Municipality sanctioned said plan in favour of said Sisir Kumar Mazumder on dated 21-02-2000

AND WHEREAS said Sisir Kumar Mazumder is absolutely seized and possessed the said property described in the schedule mentioned hereunder being Municipality Holding No. 270, Ward No. 14, Mahalla – Baranilpur Suhrid Pally, under Burdwan Municipality in the District Purba Bardhaman and paid the ground rent to the Govt. Of West Bengal and paid the Municipality Tax to the Burdwan Municipality and began to enjoy his right, title and interest over the said property mentioned in the schedule below and while he **(Sisir Kumar Mazumder)** enjoying and possessing the same he **expired on 03-06-2003** leaving behind the following legal heirs and successors as per **“Hindu succession Act”** by which Act he was Governed namely **(1) Anjana Mazumder (Wife) who died on 13-12-2016. (2) Sri Sabyasachi Muzumder (Unmarried son) who died on 29-01-1999 & (3) Chandana Bhattacharya (married daughter) W/O Mr. Dilip Bhattacharya only the Present legal heirs of said late Sisir Kumar Mazumder.**

AND WHEREAS said Smt.Chandana Bhattacharya recorded her name in L.R. Settlement Record of Right under one man one Khatian vide L.R. Khatian No. – 4325 & 8540 and she paid the ground rent to the Govt, of West Bengal and paid the Municipal Tax to the Burdwan Municipality under holding no- 333 and began to enjoy her right, title and interest over the said property mentioned in the schedule below.

AND WHEREAS the Said Smt.Chandana Bhattacharya have obtained a **G+IV** storied residential building plan containing several self contained Flats/Units/Parkings etc. from the Burdwan Municipality. But for want of time, experience and fund she is unable to proceed with such a project.

AND WHEREAS the DEVELOPER FIRM is engaged in civil construction & development of immovable properties. The said OWNER Smt. Chandana Bhattacharya approaches the DEVELOPER FIRM represented by its Partners to take up the **G+IV** storied residential building project and complete the same by providing fund from its own source.

AND WHEREAS the DEVELOPER FIRM represented by its Partners has agreed to take up the project and to construct **G+IV** storied residential building over the **“A”** schedule property by providing its own fund as per sanctioned building plan issued by Burdwan Municipality.

AND WHEREAS the DEVELOPER FIRM is engaged in civil construction & development of immovable properties. The said OWNER Smt. Chandana Bhattacharya approaches the DEVELOPER FIRM represented by its Partners to take up the **G+IV** storied residential building project and complete the same by providing fund from its own source.

AND WHEREAS the DEVELOPER FIRM is engaged in civil construction & development of immovable properties. The said OWNER Smt. Chandana Bhattacharya approaches the DEVELOPER FIRM represented by its Partners to take up the **G+IV** storied residential building project and complete the same by providing fund from its own source.

AND WHEREAS The said OWNER Smt. Chandana Bhattacharya of the First Part with an intent to construct a Multi-storied Flat Building (**G+IV**) thereon their Schedule "A" mentioned property (also upon availing permission for conversion of the said lands , upon lawful amalgamation of the said plots of landed properties & also upon demolition of the existing structures there upon), accordingly mutated their respective name/s with the settlement authority & also with the other authorities concern in respect of their said property in accordance to their respective share/s and even obtained a building plan sanctioned from the Competent authority (Burdwan Municipality) in their names to that effect.

AND WHEREAS the said OWNER Smt. Chandana Bhattacharya herein becoming the lawful & exclusive owners of the aforesaid properties i.e. the said plots of land also more specifically described in the Schedule "A" herein below, got their names lawfully mutated with the settlement authority and even got their names mutated with the Burdwan Municipality in respect of the said Holding and also till date are discharging their all liabilities towards the State Of West Bengal & also towards the Burdwan Municipality by paying its rents towards the State of West Bengal & the Municipal tax towards the Burdwan Municipality. The Owners till date are in joint & exclusive possession of the said property as aforesaid and as also more specifically described in the Schedule "A" herein below. The said Plots of land is measuring an area about **323.87 Sqmt. Or 3486 Sq.Ft.** be a little more or less, under the jurisdiction of the Burdwan Municipality is free from all sorts of encumbrances whatsoever.

The OWNER during her lifetime said Smt. Chandana Bhattacharya executed a **Registered Land Development Agreement** between " **ROYAL CONSTRUCTION**", a Partnership Firm on dated 12-05-2022, duly registered in 20-05-2022, Registered in Book - , Vol. No. 0203 - 2022, Page from -127339 to 127379 being **No 4993** for the year 2022 office at A.D.S.R. Burdwan relating to the under schedule property for Construction & in the facts & circumstances stated thereon. In this regards a **Registered Power of Attorney after Registered Land Development Agreement** also executed & registered between Chandana Bhattacharya as **Land Owner & ROYAL CONSTRUCTION** as Developer/ Attorney, **being No. 5019** dated 20/05/2022 at A.D.S.R. Burdwan, Registered in Book –I, Vol. No. 0203-2022, Page From -128899 to 128924 for 2022.

AND WHEREAS after the demised of Mriganka Kumar Sadhu, his share over the "A" Schedule property was devolved upon his only son Sundar Kumar Sadhu i.e. the present **OWNER** and his name has duly recorded in the L.R.R.O.R being khatian no 11688 at Mouza – Balidanga.

AND WHEREAS while the construction was under process said **Chandana Bhattacharya died on 14/09/2023** at 482 Baranilpur More, Suhrid Pally ,Ward No - 14, P.O.- Sripally , P.S.- Burdwan , Dist – Purba Bardhaman-713103 (W.B.) India. and after demised of **Chandana Bhattacharya**, her share over the "A" Schedule property was devolved upon her husband as well as **legal heir & successor**, as per Hindu Succession Act., by which act, he was governed namely : **Mr. Dilip Bhattacharya** i.e. First Part of this deed and his name had duly recorded in the L.R. being khatian **no 672** of Mouza Burdwan.

AND WHEREAS knowing the above facts & circumstances and also respect his wife decision present Owner agreed to executed & **Registered a Supplementary land Development Agreement, Deed Being No. 8084 dated 11/12/2024** office At A.D.S.R. Burdwan & by modifying certain terms & conditions & in this regards a **Power of Attorney** afrer Registered land Development Agreement also executed & registered between Dilip Bhattacharya as **Land Owner & ROYAL CONSTRUCTION** as Developer / Attorney, **being No. 8084 dated 11/12/2024** office at A.D.S.R. Burdwan.

AND WHEREAS Dilip Bhattacharya with the help of the Developer have started to make construction over the "A" schedule land as per the afore said sanction plan which has been sanctioned by the Burdwan Municipality.

AND WHEREAS said Dilip Bhattacharya & **"ROYAL CONSTRUCTION"** Represented by its Partners **(1) SRI SUBRATA GUPTA & (2) SRI PRASANTA GARAI** as developer **"B"** schedule flat/property enjoying & possessing the same and free from all encumbrances which is allotted developer allocation.

AND WHEREAS for the purpose the owners have obtained lawful sanction of a **Building Plan** from the Burdwan Municipality for construction of a **G+IV storied Building** there upon the "A" scheduled land vide Burdwan Municipality -----

Memo No – SWS-OBPAS/1201/2024/0149 Dated 21/03/2024 and even as have already agreed, entrusted the Developer to construct the said Multi Storied building at its every cost and management, in accordance with the said sanctioned building plan.

AND WHEREAS the Developer herein and the said Owners on 12-05-2022, in pursuance of the said **Land Development Agreement**, dated 12-05-2022, duly Registered in 20-05-2022 **Deed Being No. 4993 dated 11/12/2024** In this regards a **Registered Power of Attorney after Registered Land Development Agreement** also executed & registered between Chandana Bhattacharya as **Land Owner & ROYAL CONSTRUCTION** as Developer/ Attorney, **being No. 5019** dated 20/05/2022 at A.D.S.R. Burdwan, as aforesaid, also entered into a **Registered a Supplementary land Development Agreement, Deed Being No. 8084 dated 11/12/2024** & by modifying certain terms & conditions & in this regards a **Power of Attorney** after Registered land Development Agreement also executed & registered between Dilip Bhattacharya as **Land Owner & ROYAL CONSTRUCTION** as Developer / Attorney, **being No. 8084 dated 11/12/2024** office at A.D.S.R. Burdwan.

AND WHEREAS the Developer herein and the said Owners have already started execution of Development of a Multi Storied **(G+IV)** Building on and over the plots of land more particularly described under the Schedule "A" herein below.

The Said "A" Scheduled Land is earmarked for the purpose of building a G+5 Residential project, comprising multistoried apartment buildings and the said project shall be known as '**ROYAL HOUSE** ("Project");

AND WHEREAS 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. _____.

AND

WHEREAS as per terms and conditions of the said Agreement with Developer **ROYAL CONSTRUCTION** represented by its Partners has delivered possession to the **LAND OWNERS** of their allocations as per **SECOND SCHEDULE 'B'** written hereunder.

AND

WHEREAS the **PURCHASER(S)** being interested of owning to a residential flat the Allottee/Purchaser/s has/have agreed to purchase One-self contained residential Flat measuring **Sq.Ft. Carpet Area**, with **Sq.Ft. Balcony area**, **Sq.Ft. Covered Area**, and **Sq.Ft. Super built up area/Saleable area** approximately , on the **Floor** , marked as **Flat No.**(also marked as Flat No. In the concerned Building Plan) and a **Covered Car Parking Space**, of an area ofSq.Ft. (more or less) in the **Ground Floor** of the said building, being marked **G/.....** , together with the undivided proportionate share or interest of the land and the said Apartment namely "**ROYAL HOUSE** " building (More particularly described under Schedule "B" here under), for a total consideration of Rs./-(Rupees) Only to be paid by allottee/ purchaser/s as per **Third Schedule 'C'** written hereunder.

AND

WHEREAS the **VENDEE/PURCHASER** herein after mutual discussion with the **VENDOR/DEVELOPER** and is fully satisfied with the title of **FIRST SCHEDULED LAND** Properties and after making due inspection of all relevant Deeds, documents made approach to the Present **VENDOR/DEVELOPER** to sell the '**B**' scheduled Flat together with Car Parking space and all facilities and amenities the **VENDEE/PURCHASER** herein agreed to purchase '**B**' scheduled Flat alongwith Car Parking space free from all encumbrances, charges whatsoever at a total consideration of Rs. (in words) only **AND** the

VENDOR/SELLER herein being satisfied that the said price is the highest reasonable price prevailing in the market, agreed to sell the same.

IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE LAND OWNER AND DEVELOPER AND THE PURCHASER(S) HEREIN as follows :-

The PURCHASER(S) herein shall be entitled to sell, gift, mortgage, lease, convey or otherwise alienate the said Residential Flat to any person(s) without consent of the DEVELOPER herein or any other Flat Owner(s) of the said commercial cum residential building named “**ROYAL HOUSE**”.

The PURCHASER(S) undivided interest in the land, more fully described in FIRST Schedule hereunder, shall remain joint for all times with other flat owners who may hereinafter or hereinbefore have acquired right, title and interest in the land and in the flat at the said commercial cum residential building named “**ROYAL HOUSE**” and the said undivided interest shall remain permanently impartible.

That the PURCHASER(S) herein shall have right to mutate his/her/their/its name as owners and possessors in respect of the said Residential Flat, more fully described in SECOND Schedule hereunder, in the Office of Burdwan Municipality, B.L.& L.R.O. Office and in the records of any other Authorities, DEVELOPER

herein doth hereby giving their consent or approval for the purpose of such mutation and separate assessment.

That the PURCHASER(S) herein shall be liable to pay directly towards payment of owners' and occupiers share of rates, taxes, land revenues and other outgoings charges payable to B.L & L R.O. and Burdwan Municipality/Panchayet or to any other Authorities in respect of the said Residential Flat hereby sold and transferred to the PURCHASER(S), from the execution and registration of this Deed of Conveyance.

That so long as the said commercial space/Flat/ Parking Spaces are not be separately assessed in the name of the PURCHASER(S) herein for the purpose of aforesaid rates, taxes, land revenues and other outgoing charges, in that event the PURCHASER(S) shall

pay proportionate share of the aforesaid charges as levied on the said Flat on and from the date of the execution and registration of this Deed of Conveyance.

That the PURCHASER(S) herein shall have full and absolute rights in common with the other co-owners of the said building in respect of proportionate share of common rights, common facilities and common amenities belonging to the said commercial cum residential building, more fully described in the **THIRD SCHEDULE 'C'** written hereunder.

hereunder written, TOGETHER WITH the right of the common use and occupation of the Roof of the commercial cum residential building with other co-owners of the said Building.

That the PURCHASER(S) herein shall have all right to take electric, telephone, gas, water pipe etc. connections at the said Residential Flat in the name of the PURCHASER(S) at the PURCHASER'S cost through common portions and spaces of the said commercial cum residential building.

That the PURCHASER(S) herein shall have all rights of erecting and scaffolding at common spaces of the said commercial cum residential building for repairing, white washing, maintenance, painting, decorating, plastering, constructions in respect of the said flat.

That all expenses, more fully described in the **FOURTH SCHEDULE** hereunder, for maintenance, repairing in respect of the common parts, amenities and facilities of the said building including all common areas and common installations of the said commercial cum residential building shall be proportionately borne by the PURCHASER(S) herein TOGETHER WITH other Co-Flat Owners of the said commercial cum residential building named "**ROYAL HOUSE**" and the PURCHASER(S) herein will enjoy the right of easements, more fully described and written in the **FIFTH SCHEDULE 'E'** written hereunder.

That all expenses for running and operation of all common facilities and amenities Machineries, Water Pump, Lift, Generators Equipment's and other installations including all cost of maintenance and repairing shall be borne by the PURCHASER(S) proportionately TOGETHER WITH other Co-Flat Owners of the said commercial cum residential building named "**ROYAL HOUSE**".

The PURCHASER(S) TOGETHER WITH other Co-Flat Owners of the said commercial cum residential building named **“ROYAL HOUSE”** shall form Apartment/Flat Owners’ Association under the West Bengal Apartment Ownership Act or any other law of the land. The PURCHASER(S) hereby shall be bound to be members of the Flat Owners’ Association and shall be bound to sign and execute application for membership and all other papers and documents necessary for the formation of the Association and shall duly fill in, sign and return those papers within two days of the same being forwarded to the PURCHASER(S). After formation of the Apartment/Flat Owners Association, the PURCHASER(S) herein TOGETHER WITH other Co-Flat Owners of the said commercial cum residential building named **“ROYAL HOUSE”** as members of the Apartment/Flat Owners Association of **“ROYAL HOUSE ”**. The PURCHASER(S) and other Co-Flat Owners of the said commercial cum residential building named **“ROYAL HOUSE”** shall mandatorily abide by and perform all rules, bye laws and regulations of the Apartment/Flat Owners Association and shall mandatorily pay, necessary taxes, revenue and maintenance charges proportionately without any excuse.

The PURCHASER(S) shall and will own and enjoy said flat and use sewers, drains, Water courses and other common Areas and Facilities as more fully and particularly described in **THIRD SCHEDULE ‘C’** written hereunder hereinafter written in common with the other Co-Flat Owners of the said commercial cum residential building named **“ROYAL HOUSE”** in accordance with the rules and regulations or bye-laws of Flat/Apartment Owners’ Association.

The PURCHASER(S) shall and will observe and perform bye-laws, Rules and Regulations of the Flat/Apartment Owners’ Association.

The PURCHASER(S) shall maintain the said **SECOND SCHEDULED ‘B’** written hereunder mentioned flat in good condition and order at their own cost and shall abide by all bye-laws Rules and Regulations of Government, Burdwan Municipality and/or Flat/Apartment Owners’ Association of the said commercial cum residential building or any other authorities and local

bodies and shall observe and perform all terms and conditions contained in this instrument and according to the bye laws, which will be formed time to time.

The PURCHASER(S) hereby covenant that said SECOND SCHEDULED 'B' written hereunder mentioned flat shall be used for residential purpose only and no other purpose.

The PURCHASER(S) hereby further covenant that they shall keep said flat, its walls, partition wall, sewers, drains, pipes, other fittings and belonging in good condition so as to support and protect other flat(s) of the said commercial cum residential building named **"ROYAL HOUSE"**.

The PURCHASER(S) shall not use the said flat/ Parking Spaces for any immoral purpose or keep any obnoxious or offensive material, which may or are likely to cause nuisance or annoyance to occupiers of other flats of the said commercial cum residential building named **"ROYAL HOUSE"**.

The walls and fences separating said flat with other flats be deemed partly common and the fences, space, soil pipes and water pipes which serve the flat(s) jointly shall be maintained and repaired at the cost thereof borne by all flat owners including the PURCHASER(S) herein.

NOW THIS DEED OF CONVEYANCE WITNESSES that in pursuant to mutual discussion and in confirmation of the assurances the **VENDOR/SELLER/DEVELOPER** on receipt of the entire consideration money for the sum of Rs. Only from the **VENDEE/PURCHASER** herein vide (Mode of Payment) details of which are given in the Memo of Consideration in a separate sheet on or before execution of these presents and the receipt whereof the **VENDOR/SELLER** hereby admit and acknowledge the **VENDOR/SELLER** acquit release and forever discharge the **VENDEE/PURCHASER** the said Flat Conveyed here under morefully described in the schedule 'B' together with proportionate undivided share of the **FIRST SCHEDULE** Land and the interest of common area etc. The **VENDOR/SELLER** hereby grant, transfer, sell, convey assure and assign unto the **VENDEE/PURCHASER** all that of the said Flat along with Car Parking space measuring Sq. ft. on the Ground Floor morefully described in the schedule 'B' hereunder written together with proportionate undivided share of land underneath from the land morefully described in the **FIRST SCHEDULE** hereunder with the interest in the common areas and facilities with all fixtures and equipments of common utility and common Path and passage appertaining to the said Apartment unless repugnant to the context or subject

cumulatively referred to as title said Flat and Properties appurtenances thereto, **AND** the estate, right, title, interest property claim and demand whatsoever of the **VENDER/SELLER** upon the said Flat and properties appurtenances these to, **TO HAVE AND TO HOLD** the Flat and the properties, appurtenances thereto hereof granted, conveyed transferred, assigned and assured every part thereof respectively, together with the **VENDOR** and each of their right unto the **PURCHASER** thereof free from all encumbrances save those expressly mentioned herein.

SUBJECT EXCLUSIVELY to the payment of the proportionate share of the apportioned liability and common expenses as morefully described in the **FOURTHSCHEDULE** hereunder and the subject never less to the easement or quasi easement and other stipulated provisions in connection with the beneficial use and enjoyment of the said Flat No. on the floor of the said Apartment/Building **AND** subject also that the **VENDEE/PURCHASER** hereto shall hold the said Flat and other amenities hereby sold, transferred conveyed and assigned as an indefeasible estate and shall not subdivide or partition by metes and bonds the same or any portion thereof in any manner what so ever **TOGETHER** with the right to use of stair case, entrance, water source, Meter, Electrical Plumbing and other installation of common utility and other common Path and passage as fully described in the **THIRD** and **SIXTH** scheduled hereunder in common with other owners and occupiers of the said Apartment for the purpose of access to and from the main Road excepting and reserving unto **VENDOR** such easements and quasi easements rights and privileges as mentioned in the **THIRD** and **SIXTH** schedule hereunder.

THE FIRST SCHEDULE “A” REFERRED TO ABOVE

(Description of the Land)

Item No. 1 : All that piece or parcel of total the “Bastu” class of land , measuring a total area of 08 decimals or **323.87 Sqmt. or 3486 Sq.Ft.** (more or less) , lying and situated within the Ward No. 14 of the Burdwan Municipality , appertaining to the R.S. Plot No. 658 , under R.S. Khatian No. 178/1 , corresponding to the L.R. Plot No. 1325 ,under L.R. Khatian No. 4325 (area 04 decimals) & 8540 (area 04 decimals) at present L.R.Khatian No. 11688 of Mouza – Balidanga , J.L. No. 35, P.S. – Burdwan Sadar, Holding No. 333, Baranilpur More Suhid Pally Mahalla, within the jurisdiction of Burdwan Municipality,

A.D.S.R. Office Burdwan P.S. Burdwan Sadar, Dist. Purba
Bardhaman, in the State of West Bengal .

Butted and bounded by :

In the North : Land of Debi Prosad Guha, sub plot no.-B,
In the East : 33 feet wide Baranilpur Road.
In the South : 10 feet wide passage with 3 feet drain.
In the West : R.S. Plot no 656 Bank of Tank Gopal Ukil.

TOGETHER WITH all rights, liberties and easements including the easement of egress and ingress and otherwise all common rights, free from all sorts of encumbrances, charges, mortgages, liens, attachments etc.

THE SECOND SCHEDULE 'B' REFERRED TO ABOVE

(Description of the Flat & the Car Parking Space)

ALL THAT piece and parcel of one-self contained residential Flat, measuring Sq.Ft. Carpet area, with Sq.Ft. Balcony area, Sq.Ft. Covered Area and Sq.Ft. Super built up area approximately , on the Floor (..... side) , being **Flat No.** and a Covered Car Parking Space , measuring an area of 120 Sq.Ft. more or less , being No., in the Ground Floor , of the G+4 Storied Building named “ **ROYAL HOUSE** ”, on the above “A” Scheduled land, together with undivided proportionate share or interest of the “A” Scheduled land , also with the rights of enjoyment of all the common facilities and other civic amenities provided.

THE THIRD SCHEDULE 'C' ABOVE REFERRED TO

COMMON AREA

- The land having 'Bastu' class referred above in the First Schedule of this deed;

- Common area would be water reservoir, top roof of the each block or building, tank on the roof, staircase, septic tank, water tank, common Meter room & pump room, outside wall etc. T
- The foundation column, girders, beams, supports, main walls, roofs.
- Walls, corridors, lobbies, stair, lift, stair-ways fire escapes, lighting arrangement in the common areas and gate, stair ways entrances and exists of the complex but excluding the corridors and lobbies, if any, situated within any flat or shop or commercial spaces.
- Storage space meant for common use or for the use and enjoyment of the occupiers of the complex.
- The four side open spaces at the complex premises, not meant for exclusive use and enjoyment of any particular person or flat /shop/commercial space holders, kept open to sky as per provisions of law and as to be shown in the sanctioned building plan.
- All other parts of the building necessary or convenient to its existence, maintenance and safety or normally forming parts of the main building not being exclusively held and enjoyed by any flat/shop/commercial spaces owner.

THE FOURTH SCHEDULE 'D' ABOVE REFERRED TO :

COMMON EXPENSE

- Costs of maintenances, operating, replacing, white washing, painting, decorating and renewing the main structure, water tanks, septic tanks also the outer walls of the complex including all outer plumbing and sanitary pipes and fittings and electric lines to all common areas etc.
- The expenses of repairing, maintaining, white washing and colour washing of the main structure of the building of the complex including common area would be water reservoir, top roof of the each block or building, tank on the roof, staircase, septic tank, water tank, common Meter room & pump room, outside wall etc.
- The foundation column, girders, beams, supports, main walls, roofs.
- Walls, corridors, lobbies, stair, lift, stair-ways fire escapes, lighting arrangement in the common areas and gate, stair ways entrances and exists of the complex but excluding the corridors and lobbies, if any, situated within any flat or shop or commercial spaces.
- Storage space meant for common use or for the use and enjoyment of the occupiers of the complex.
- The four side open spaces at the complex exclusive use and enjoyment of any particular person or flat/shop/commercial space holders, kept open to sky as per provisions of law and as to be shown in the sanctioned building plan.
- All other parts of the building necessary or convenient to its existence, maintenance and safety or normally forming parts of the main 'building not being exclusively held and enjoyed by any flat/shop/commercial premises owner.

- The cost of clearing and lighting of the entrance of the complex, passages and spaces around four sides of the complex, lobby, corridors, staircase and other common areas.

Municipal Taxes and Land Rents in respect of his/her/their respective allocation shall be paid by the occupiers of the complex, proportionately up to the date of Mutation of his/her/their respective allocation in his/her/their name/names, from the date of getting the physical possession flat(s), shops, commercial spaces and parking spaces.

THE FIFTH SCHEDULE 'E' ABOVE REFERRED TO

(Easements)

- a) The right of common passage in the entire common portion.
- b) The right of passage or utilities including connection for telephone, pipes, cables etc. through each and every portion of the building including the said unit.
- c) The right of support shelter and protection of each portion of the building by other and/or others thereof.
- d) The absolutely unfettered and unencumbered right over the common portions subject to the terms and conditions wherein contained.
- e) Such rights support easement and appurtenances as are usually held and occupied or enjoyed as part and parcel of the said undivided share in the said land and/or the said unit.
- f) The right with or without workmen and necessary material to enter upon the building including the said or any other unit for the purpose of repairing any the common portions of repairing any of the common portions or any appurtenances to any unit and or anything comprised in any entry and in all such common excepting emergency upon giving previous notice in writing to the Co-owners affected thereby.

THE SIXTH SCHEDULE 'F' ABOVE REFERRED TO

1. TITLE & CONSTRUCTION:

1.1 The PURCHASER(S) has examined the plan and the title of the DEVELOPER to the premises, fittings and fixtures as has been provided in the flat including the said unit and has fully satisfied himself with regard thereto and the nature scope of the benefits and rights and

interest provided to the PURCHASER(S) and shall not make any claim or demand whatsoever against the DEVELOPER or put any requisition concerning the nature scope and extent thereof.

2. TRANSFER AND DISBURSEMENT:

2.1 The properties and their rights hereby conveyed to the PURCHASER(S) for each unit shall be one and shall not be partitioned or dismembered in any manner save with the consent of the Association.

2.2 Subject to the provisions contained in this deed and subject to the provisions of the law from the time bearing in force, the PURCHASER(S) shall be entitled to exclusive ownership possession and enjoyment of the said unit and benefits of rights of properties hereby conveyed to the PURCHASER(S) shall be heritable and transferable.

2.3 In case of any transfer, if the PURCHASER(S) divest himself of the Ownership of the said unit then each transfer shall be accompanied by the transfer of all shares of interest that the PURCHASER(S) may have in the building and the said land and/or the Association and such transfer shall be subject to the conditions that the transferee shall become the member of the Association and abide by all the rules and pay all amounts payable of and by the PURCHASER(S) hereunder and such transferee shall also have the right and obligations as the PURCHASER(S) may have hereunder, moreover any transfer shall in any manner be consistent herewith and the covenants herein shall run with the land.

3. MUTATIONS TAXES AND IMPOSITIONS :

3.1 The PURCHASER(S) shall apply for or to have the said unit separately assessed for the purpose of assessment of municipal/panchayat rules and taxes if and so far the same as allowable in law and shall also apply for the mutation in the same as PURCHASER(S) and/or co-owners in the relevant municipal and other records.

(i) In case the PURCHASER(S) fail to have such mutation of separations made dispute bearing called upon to do so by the Association or in case it be so agreed or deemed expedient then in such event the Association shall be entitled to have the same effected at the costs and expenses of the PURCHASER(S).

3.2 Until such time said unit and be separately assessed and/or mutated in respect of municipal/panchayat rates and taxes or impositions and the such municipal/panchayat rates and taxes of impositions as be deemed reasonable from time to time by the Association having regard to the areas rental income and/or safety of the said unit subject to payment of

(i) Upon the separation and/or mutation of the said unit the PURCHASER(S) shall pay wholly such tax of impositions in respect of the said unit.

3.4 Besides the amount of all such taxes and impositions the PURCHASER(S) shall also be liable to pay the penalty interest costs charges and expenses for and in respect of all or any of such taxes or impositions proportionately.

4.MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:

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

1.

2.

SIGNATURE OF PURCHASER

MEMO OF CONSIDERATION

RECEIVED from the PURCHASER(S) a sum of **Rs...../(Rupees Only)** as being consideration amount in full payable under this presents as per memo written herein below:-

Date	Mode of Transfer	Form the Bank	Amount
		TOTAL-	Rs...../-

SIGNATURE OF DEVELOPER.