

DEED OF CONVEYANCE

1. **Date :**

2. **Place : Kolkata**

3. **Parties :**

3.1 **“ADARSH DEVELOPERS”,** a Partnership firm, PAN-ABZFA2592B, HAVING ITS OFFICE AT Imambari Lane, Kalitala, P.S. English Bazar, P.O- & Dist. Malda-732101 (W.B.), represented by its partners namely: 1. **SRI SHANTI SHEKHAR SAHA**, PAN-DKVPS8741E, son of Jitendra Nath Saha, by faith-Hindu, by occupation-Business, Residing at Imambari Lane, Police Station-English Bazaar-P.O & District-Malda, Pin-732101, (W.B.) 2. **ALI ABBAS KHAN LODI** PAN- AJPPK6635F, son of Late Zulfiquar Ali Khan, by faith-Muslim, by occupation-Business, Residing at K.J. Sayal Road, Police Station-English Bazaar-P.O & District-Malda, Pin-732101, (W.B.), and 3. **SRI ASHIM KUMAR SAHA** PAN-ARJPS1066L, son of Pannalal Saha, by faith-Hindu, by occupation-Business, Residing at Ramkrishna Pally, Police Station-English Bazaar-P.O & District-Malda, Pin-732101, (W.B.) and 4. **SRI DIPAK KUMAR AGARWAL** PAN- AFBPA0144D, son of Late Phul Kumar Agarwala, by faith-Hindu, by occupation-Business, Residing at Marwari Patty Lane, Bandh Road, South Baluchar, Police Station-English Bazaar-P.O & District-Malda, Pin-732101, (W.B.)

All are Indian Citizen, hereinafter referred to as the **PROMOTER/DEVELOPER and VENDORS** (which expression shall, unless be excluded by or repugnant to the context be deemed to mean and included the executors, administrators, legal representatives and assigners) of the **FIRST PART.**

AND

1. **ANSUMAN CHAKRABORTY**, PAN-ACIPC8961C, son of Late Ajit Kumar Chakraborty, by occupation-Teacher, by Religion-Hindu, residing at Flat No. 2D, 2nd Floor, Bihani Apartment, Golapatty Bandh Road, PS-English Bazar, Post Office and District-Malda, PIN-732101 (WB.),
2. **SRI ARUN KUMR SARAF**, PAN-AJCPS6305H, son of Late Murlidhar Saraf, by occupation-Business, by Religion-Hindu, residing at Golapatty Lane, PS-English Bazar, Post Office and District-Malda, PIN-732101 (WB.),
3. **SRI SEKHAR SANYAL**, PAN-AIWPS7915G, son of Late Shib Nath Sanyal, by occupation-Business, by Religion-Hindu, residing at Gosaituli Lane Golapatty, PS-English Bazar, Post Office and District-Malda, PIN-732101 (WB.),
4. **SRI SUGATA DE alias SUGATA DEY**, PAN-DLMPD4524A, son of Late Dinendra Kumar Dey alias Dinesh Kumar Dey, occupation-Business, by Religion-Hindu, residing at PS-English Bazar, Post Office and District-Malda, PIN-732101 (WB.),
5. **SANGEETA DEY**, PAN-COKPD0314Q, daughter of Late Dinendra Kumar Dey alias Dinesh Kumar Dey, occupation-Grihasti, at Gosaituli Lane Golapatty, PS-English Bazar, Post Office and District-Malda, PIN-732101 (WB.),
6. **SAHANA**, PAN-CEPPD7151ACOKPD0314Q, daughter of Late Dinendra Kumar Dey alias Dinesh Kumar Dey, occupation-Grihasti, at Gosaituli Lane Golapatty, PS-English Bazar, Post Office and District-Malda, PIN-732101 (WB.),

All are the Citizen of India, hereinafter called and referred to as the **“OWNERS/CONFIRMING PARTY”** (which expression shall, unless be excluded by or repugnant to the context be deemed to mean and included the executors, administrators, legal representatives and assigners) of the **SECOND PART**.

AND

.....S/O,by Profession,PANby Religion, Residing atP.O.-P.S., DistrictPIN, West Bengal.

Citizen of India, hereinafter referred to as the **PURCHASER** (which expression shall, unless be excluded by or repugnant to the context be deemed to mean and included the executors, administrators, legal representatives and assigners) of the **THIRD PART**.

WHEREAS the land measuring about 2.53 **Decimal** appertaining to **L.R. Plot No. 482, of L.R. Khatian no. 4210**, of Mouza-English Bazar, J.L. No. 67, P.S.-English Bazar, District-Malda, fully described in Schedule A of the First SCHEDULE originally owned, possessed and belonged to Smt. Supali Chakraborty and she had purchased the property on the strength of Sale Deed No-1-4122 of 1997 of A.D.S.R., Malda Office and enjoying the same by recording her name in the land Department, **AND WHEREAS** while Smt. Supali Chakraborty was enjoying the peaceful possession of the property of the FIRST SCHEDULE, she transferred 2.53 Decimal of land to **“ADARSH DEVELOPERS”**, THE First Part, on the strength of a Sale Deed bearing No. I-11119, dated 07-09-2022 of A.D.S.R., Malda Office, with specific boundary. In this way the First Part acquired land fully described in Schedule-A of FIRST SCHEDULE and muted the same it's own name in Land Record as well as with the E.B. Municipality.

AND WHEREAS a bastu land measuring about **6.30. Decimal** be the same a little more or less comprised in plot no. 720 (C.S), 514 (R.S.) and 491, 492, 522 (L.R.) of Khatian no. 724 (C.S.), 742 (R.S.) and 162 (L.R.) class-bastu of Mouza-English Bazar, J.L. No.67, P.S. English Bazar, Dist-Malda, under ward No. 8, Holding No. 7/9/9 of English Bazar Municipality fully described in Schedule-B of FIRST SCHEDULE, originally owned, possessed and belonged to Surat Kumari Devi and her name has rightly been recorded in R.S. RoR. During her lifetime Sarat Kumari Devi had executed her last will, dated 26-02-1964 and after her death upon application Ld. District Judge, Malda granted Letters of Administration to her son Ajit Kumar Chakraborty and grandsons namely Sabyasachi Chakraborty and Partha Pratim

Chakraborty in Misc. Case no. 21/1977 (Letters of Administration), O.C. Suit No. 3/1977 on 08.04.1982. According to the will Ajit Kumar Chakraborty had got total 6.30 dec of land with separate boundary. AND WHEREAS while said Ajit Kumar Chakraborty was enjoying the peaceful possession of the property Schedule-B of the FIRST SCHEDULE, died leaving behind his wife Uma Chakraborty, 3 sons namely Dhruba Chakraborty, Gautam Chakraborty and Ansuman Chakraborty and accordingly they started to possess the same AND WHEREAS while said legal heirs of Ajit Kumar Chakraborty were enjoying the peaceful possession of the property, , Dhruba Chakraborty and Uma Chakraborty transferred their share i.e., 3.10 dec. Of land to Ansuman Chakraborty, the FIRST PART on the strength of a Gift Deed bearing No. 5267, dated 04-06-1993 of D.S.R. Malda office. Afterwards Gautam Chakraborty also transferred his share i.e., 1.45 dec of land to Ansuman Chakraborty, the FIRST PART on the strength of a Sale Deed bearing no. 1564 dated 27.03.1998 and put him in possession. In this way Ansuman Chakraborty, the SECOND PART/OWNERS (SL. NO.1) being the legal heir of his father Ajit Kumar Chakraborty inherited 1.75 Dec. Of land and acquired 4.55 Dec of land in total 6.30 Dec. Of land fully described in Schedule-B of the FIRST SCHEDULE.

ANDWHEREAS

.....

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 corresponding to
Square Feet be the same a little more or less of carpet area,**
lying and situated in the building namely **“ADARSH
APARTMENT”**, morefully described in the Second Schedule
hereunder written, lying and situate on the 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
flat/said property, lying in the said building **[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 to the Purchaser regarding title.

5.1.3 **REGISTERED DEVELOPMENT POWER OF ATTORNEY AFTER
REGISTERED DEVELOPMENT AGREEMENT :**

5.1.3.1 Registered Development Power of Attorney After Registered
Development Agreement, wherein, the said landowners, duly
appointed and nominated the said NIVAJ PROJECTS PRIVATE
LIMITED, Developer herein, as their constituted attorney, the
details of which is morefully described in Clause No. 3.1.14
hereinabove.

5.1.3 **CONSTRUCTION OF BUILDING :**

5.1.3.1 **Construction of Building :** On the basis of the sanctioned building
plan, sanctioned from the concerned English Bazar Municipal
Committee Malda, vide Approval Order No. dated
..... . the Developer herein, constructed a multi storied

building namely “**ADARSH APARTMENT**” on the said plot of land and which is morefully described in the First Schedule hereunder written.

5.1.4 **DESIRE OF PURCHASE & ACCEPTANCE AND SALE CONSIDERATION :**

5.1.4.1 **Desire of Purchaser for purchasing a Flat from Developer's Allocation :** The Purchaser herein perused and inspected Title Deeds, Registered Development Agreements, Registered 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 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 corresponding to Square Feet be the same a little more or less of carpet area**, lying and situated in the building namely “**ADARSH APARTMENT**”, morefully described in the Second Schedule hereunder written, lying and situated 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 flat, lying in the said building, from Developer's Allocation **[Hereinafter called and referred to as the SAID FLAT/SAID PROPERTY]**.

5.1.4.2 **Acceptance by Developer :** The Developer/Confirming Party herein accepted the aforesaid proposal of the Purchaser herein and agreed to sell the **SAID FLAT/SAID PROPERTY** morefully

described in the Second Schedule hereunder written, together with land share and share in common portion.

5.1.4.3 **Consideration** : The total sale consideration of the **SAID FLAT/SAID PROPERTY** is **Rs..... (Rupees)** only, and subsequently the Purchaser herein already paid the same to the said FDeveloper/Confirming Party herein as per memo attached herewith.

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

5.1.5.1 **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.

5.1.5.2 **Share In Common Portions** : Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building 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 Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

- 6.1 **No Acquisition/Requisition** : The Landowners/Vendors 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 present 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 Landowners/Vendors 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 Landowners/Vendors 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 Purchaser herein.
- 6.1.3 **No Mortgage** : No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Flat or any part thereof.
- 6.1.4 **No Personal Guarantee** : The Said Flat is not affected by or subject to any personal guarantee for securing any financial accommodation.
- 6.1.5 **No Bar by Court Order or Statutory Authority** : There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors 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 herein has approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID FLAT/SAID PROPERTY** morefully described in the Second Schedule hereunder written, and the Purchaser based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), has agreed to purchase the Said Flat from the Developer/Confirming Party and Landowners/Vendors 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 on

8. **TRANSFER :**

8.1 **Hereby Made :** The Developer/Confirming Party and Landowners/Vendors 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** 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 Purchaser to the Developer/Confirming Party herein, receipts of which the

Developer/Confirming Party hereby and by the Memo and Receipts hereunder written admits and acknowledges.

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 Purchaser on such express indemnification by the Landowners/Vendors 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 Landowners/Vendors and Developer/Confirming Party shall at the cost of the purchaser, forthwith take all necessary steps to remove and/or rectify.

- 9.2.2 **Transfer of Property Act** : All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchaser 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 Landowners/Vendors and Developer/Confirming Party to the Purchaser, which the Purchaser admits, acknowledges and accepts.
- 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 Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.
- 9.2.5 **Holding Possession** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchaser and his 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 Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors 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 Landowners/Vendors and Developer/Confirming Party.

9.2.6 **No Objection to Mutation** : The Landowners/Vendors and Developer/Confirming Party declare that the Purchaser can fully be entitled to mutate his name in the record of the concerned authority/authorities and to pay tax or taxes and all other impositions in his own name. The Landowners/Vendors and Developer/Confirming Party undertake to co-operate with the Purchaser in all respect to cause mutation of the Said Flat in the name of the Purchaser and in this regard shall sign all documents and papers as required by the Purchaser.

9.2.7 **Further Acts** : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors 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 purchaser and/or his 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.

THE FIRST SCHEDULE ABOVE REFERRED TO

[Description of Land & Premises]

[land of Adarsh Developers]

ALL THAT piece and parcel of land situated within Dist. & A.D.S.R. Office-Malda, P.S-English Bazar, under Mouza-English Bazar, J.L. No. 67, Ward No. 10, Holding No. 56/40 (A)/11 of English Bazar Municipality, Khatian No. 4210 (L.R.)

Plot no.	Nature	Area
482 (L.R.)	Vita/Bastu	2.53 Dec. Be the same or more or less

SCHEDULE-B

[Land of Ansuman Chakraborty]

ALL THAT piece and parcel of land situated within Dist. -Malda, P.S-English Bazar, under Mouza-English Bazar, J.L. No. 67, Ward No. 10, Holding No. 7/9/9 of English Bazar Municipality, Khatian No. 724 (C.S), 742 (R.S.) and 162 (L.R.)

Plot No.	Nature	Area
491 (L.R.)	Bastu	5.69 Dec.
492 (L.R.)	Drain	0.36 Dec.
522 (L.R.)	Path	0.25 Dec.

TOTAL **6.30 DEC.**

SCHEDULE-C

[Land of Sri Arun Kumar Saraf]

ALL THAT piece and parcel of land situated within Dist. -Malda, P.S-English Bazar, under Mouza-English Bazar, J.L. No. 67, Ward No. 10, Holding No. 8/9 (A)/10 of English Bazar Municipality, Khatian No. 724 (C.S), 742 (R.S.) and 162 (L.R.)

Plot No.	Nature	Area
491 (L.R.)	Bastu	4.26 Dec.
492 (L.R.)	Drain	0.36 Dec.

TOTAL **4.62 DEC.**

SCHEDULE-D

[Land of Sri Sekhar Sanyal]

ALL THAT piece and parcel of land situated within Dist. -Malda, P.S-English Bazar, under Mouza-English Bazar, J.L. No. 67, Ward No. 10, Holding No. 12/40/51 of English Bazar Municipality, Khatian No. 524 (R.S.), 2105 (L.R.)

Plot No.	Nature	Area
482 (L.R.)	Vita	4.47 Dec.

SCHEDULE-E

[Land of Sugata De alias Sugata Dey, Sangeeta Dey and Sahana De]

ALL THAT piece and parcel of land situated within Dist. -Malda, P.S-English Bazar, under Mouza-English Bazar, J.L. No. 67, Ward No. 10, Holding No. 3/4/5 of English Bazar Municipality, R.S. Khatian No. 818, L.R. Khatian No. 874 (old), 4315, 4316 and 4314 (New)

Plot No.	Nature	Area
481 (L.R.)	Bastu	3.6212 Dec.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Amalgamated Land upon which the Proposed Building namely 'ADARSH APARTMENT' constructed)

All that piece and parcel of land situated within Dist-Malda, P.S.-English Bazar, Ward No. 10, holding no. 39/40(A)/11 of English Bazar Municipality, under Mouza-English Bazar, J.L. No. 67, P.S. English Bazar, Dist-Malda Khatian No. 724 (C.S.), 742 (R.S.), and 162 (L.R.)

Plot No.	Nature	Area
499 (R.S.)		
482 (L.R.)	Vita/Bastu	7 dec.
720(C.S.)		
514(R.S.)		
491 (L.R.)	Bastu	9.95 dec.
492 (L.R.)	Drain	0.72 dec.
522 (L.R.)	Path	0.25 dec.
498 (R.S.)		
481 (L.R.)	Bastu	3.6212 Dec.

TOTAL	<hr/>	21.5412 DEC.
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The said total plot of land is butted and bounded as follows :

ON THE NORTH : Gosai Tuli Lane (6 feet wide) and Debangshu Bimal Das

ON THE SOUTH : Golapatty Road (10 feet wide)
 ON THE EAST : Subrata Sarkar, Mukunda Apartment and Sanjib Chakraborty
 ON THE WEST : Mriganka Chowdhury, Nipendra Nath Saha and Parag Poddar.

THE SECOND SCHEDULE ABOVE REFERRED TO

[Sold Property/Said Property]

[Description of Flat]

ALL THAT piece and parcel of one independent and complete Vitrified Tiles flooring 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 corresponding to Square Feet be the same a little more or less of carpet area**, consisting Bed Rooms, One Drawing-cum-Dining, One Kitchen, Toilets & Balcony, lying and situated in the said building namely **“ADARSH APARTMENT”**, lying and situated at lying and situated at Mouza – English Bazar J.L. No. 67, P.S. English Bazar, comprised in R.S. Dag Nos., corresponding to L.R. Dag No., under R.S. Khatian No., L.R. Khatian No., A.D.S.R. Malda, within the local limit of English Bazar Municipality, having Holding Nos., in Ward No. 10, in the District - Malda, Pin -, in the State of West Bengal, lying and situated on the said plot of land, which is morefully described in the First Schedule hereinabove written, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said flat, lying in the said building. A Floor Plan of the said flat is enclosed herewith and the said floor plan is/will be treated as part and parcel of this present Deed of Conveyance.

THE THIRD SCHEDULE ABOVE REFERRED TO

Part-I

[Description of share of land]

ALL THAT piece or parcel of proportionate impartiable 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 impartiable 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.
- :: Overhead Water reservoir/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (except those inside any Unit).
- :: Drainage and sewage pipeline, Septic Chambers, Pits etc. in the Said Building (except 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. Lights and fittings in the common area and spaces.
- :: Open and/or covered paths and passages.
- :: Ultimate Roof of the building.
- :: Water pump/s, water pipe line and motor/s.
- :: Boundary walls and main gates of the Said Building.

- :: Right of common passage in common portion, installation of T.V. Antena, A.C. Outdoor units etc.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipments.

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]

Absolute User Right :

The purchaser 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 purchaser 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 purchaser 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 purchaser shall restore forthwith such dug up holes or excavations at his 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 his name as owner 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 vendors/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 vendors/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 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 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 shall not make any additions and alterations in the property, whereby the main building may be damaged, but the purchaser shall be entitled to erect wooden partition in the said flat for the purpose of his family requirement.
 4. The purchaser shall also pay his 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 purchaser 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 case of the emergency purchaser 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 co-owners of the flats 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 fulfilling his 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 purchaser 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 vendors/developer shall transfer all its rights and obligations as also the residue of the remaining of the deposits made by the purchaser or otherwise after adjusting all amounts his/her/their remaining due and payable by the purchaser and the amounts so transferred henceforth be so held the Association/Society under the account of purchaser 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 vendors/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 Kolkata

In presence of :-

1.

(land Owners)

2.

ADARSH DEVELOPERS
As constituted attorney of
landowners herein
Landowners/Vendors

Purchaser/s

ADARSH DEVELOPERS

Developer/Confirming Party**MEMO OF CONSIDERATION**

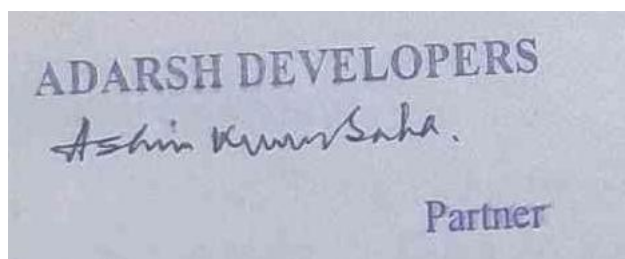
Received with thanks from the above named purchaser, a sum of **Rs..... (Rupees)** only towards the total consideration of the said flat, which is morefully described in the Second Schedule hereinabove written, together with undivided proportionate share of land morefully mentioned in the First Schedule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

<u>Mode of Payment</u>	<u>Date</u>	<u>Bank & Branch</u>
<u>Amount</u>		

Witnesses :-

1.

2.



ADARSH DEVELOPERS
Ashim Kumar Saha.
Partner

ADARSH DEVELOPERS

Developer/Confirming Party