

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

SRI SUNDAR KUMAR SADHU (PAN - JLBPS0106N) (Aadhaar Card No. 4340 0635 7946) son of Late Mriganka Sadhu, nationality Indian, by caste Hindu, by profession Business, resident of B.C Road Barabazer, P.O. Rajbati, P.S. Burdwan Sadar, Dist. Purba Bardhaman, State of West Bengal - 713104 herein after called the **“OWNERS/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 Development Agreement cum Power Of Attorney, dated 11.04.2023, being Deed No. I-9330 for the year 2023 office of the A.D.S.R.

Burdwan **AND Deed of Declaration being no. I-6424 for 2024 of A.D.S.R. BURDWAN)**
firm namely :-

MA SARBAMANGALA REALTORS (a Partnership Firm) (**Pan Card No. ABYFM9406F**)
having its registered office at 398, GT Road Burdwan, Opposite of Dhaldighi Petrol Pump,
ICIC Bank building, 6th floor, P.O. Bardhaman, P.S. Burdwan Sadar, Dist. Purba
Bardhaman, West Bengal - 713101. Site Office at B. C. Road, Barabazar, P.O. Rajbati, P.S.
Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713104.

represented by its Partners -

1) SRI DEBOJYOTI KONER (Pan Card No. DPBPK3158C) (Aadhaar No. 8966 7940 3733) son of Ashis Kumar Koner, nationality Indian, by faith Hindu, by profession Business,
resident at 212 Pratham Gali, Khaluibil Math, P.O. Burdwan, P.S. Burdwan Sadar, Dist.
Purba Bardhaman, West Bengal - 713101,

2) SRI ARKAJYOTI GANGULY (Pan Card No. BFRPG3447Q) (Aadhaar No. 5999 8918 0220) son of Madan Mohan Ganguly, nationality Indian, by faith Hindu, by occupation
Business, residing at 58 A Second Lane, Khaluibil Math, P.O. Burdwan, P.S. Burdwan
Sadar, Dist. Purba Bardhaman, West Bengal - 713101,

3) SRI SUBHASISH GHOSH (Pan Card No. BDQPG6848G) (Aadhaar No. 5373 6768 4594) son of Biswanath Ghosh, nationality Indian, by faith Hindu, by occupation Business,
residing at 4 no Ichalabad Ghosh Para, P.O. Sripally, P.S. Burdwan Sadar, Dist. Purba
Bardhaman, West Bengal - 713103,

AND

MA SARBAMANGALA REALTORS (a Partnership Firm) (**Pan Card No. ABYFM9406F**)
having its registered office at 398, GT Road Burdwan, Opposite of Dhaldighi Petrol Pump,
ICIC Bank building, 6th floor, P.O. Bardhaman, P.S. Burdwan Sadar, Dist. Purba
Bardhaman, West Bengal - 713101. Site Office at B. C. Road, Barabazar, P.O. Rajbati, P.S.
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represented by its Partners -

1) SRI DEBOJYOTI KONER (Pan Card No. DPBPK3158C) (Aadhaar No. 8966 7940 3733) son of Ashis Kumar Koner, nationality Indian, by faith Hindu, by profession Business, resident at 212 Pratham Gali, Khaluibil Math, P.O. Burdwan, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713101,

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3) SRI SUBHASISH GHOSH (Pan Card No. BDQPG6848G) (Aadhaar No. 5373 6768 4594) son of Biswanath Ghosh, nationality Indian, by faith Hindu, by occupation Business, residing at 4 no Ichalabad Ghosh Para, P.O. Sripally, P.S. Burdwan Sadar, Dist. Purba Bardhaman, West Bengal - 713103, hereinafter called the **DEVELOPER DEVELOPER /CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being of the said partnership firm and/or their respective heirs, executors, administrators, legal representatives, successors and assigns) of the **SECOND PART**.

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 belonged to Barun Chandra Sadhu & Indra Charan Sadhu and they made partitioned by dint of a decree passed in connection with the Title Suit (Partition Suit) being no 176 of 1962 of Ld. Court of Sub Judge Burdwan.

AND WHEREAS as per the Solenama petition filled in connection with Title Suit (Partition Suit) being no 176 of 1962 of Ld. Court of Sub Judge Burdwan, the said Indra Charan Sadhu exclusively got the "A" Schedule property.

AND WHEREAS after the demised of Indra Charan Sadhu, his share over the "A" Schedule property was devolved upon his only son Mriganka Kumar Sadhu and his name had duly recorded in the R.S.R.O.R being khatian no 672 of Mouza Burdwan

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 20136 of Mouza Burdwan.

AND WHEREAS the present **OWNER** have obtained a **G+V** 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 **OWNER** is in need of a firm/person/company, who will take up the **G+V** storied residential building project and complete the same by taking all sorts of steps for development & construction by providing fund from her/his/its/their own source.

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

AND WHEREAS the Owner/s of the First Part with an intent to construct a Multi-storied Flat Building (G+V) 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 thus the Owners 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 3497 **Sq.Ft.** be a little more or less, under the jurisdiction of the Burdwan Municipality is free from all sorts of encumbrances whatsoever.

The **OWNERS** even now jointly with an intent thus to develop their said plots of land together desired to give an effect to their said willingness being agreed to develop through the Promoter/Developer herein for developing their property and entered into a **Development / Construction Agreement cum Power on 11st day of April, 2023**, and even got it registered being Registered **Deed No.I-9330 for the year 2023 of ADSR, Burdwan** and even in pursuance of the same the owners on execution of a **Deed of Declaration dated 20th sep 2024 being no. I-6424 for 2024 of A.D.S.R. BURDWAN** also

empowered the Promoter/Developer to do with and / or act on their behalf for the purpose of the said development.

AND WHEREAS for the purpose the owners have obtained lawful sanction of a **Building Plan** from the Burdwan Municipality for construction of a **G+5 storied Building** there upon the “A” scheduled land vide Burdwan Municipality **Memo No – Dated.**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 11.04.2023, in pursuance of the said development / construction agreement cum dated 11.04.2023 as aforesaid, also entered into a **Deed of Declaration** in respect of the said Multi Storied Building, the same being the Registered Deed No. **I-6424** for the year 2024 of A.D.S.R. Burdwan, have already started execution of Development of a Multi Storied (G+5) 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 '**MAA SARBAMONGOLA APARTMENT** ("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 **MA SARBAMANGALA REALTORS** 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 **“MAA SARBAMONGOLA APARTMENT ”** 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 **“MAA SARBAMONGOLA APARTMENT”**.

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 **“MAA SARBAMONGOLA APARTMENT”** 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 "**MAA SARBAMONGOLA APARTMENT**" 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 **"MAA SARBAMONGOLA APARTMENT"**.

The PURCHASER(S) TOGETHER WITH other Co-Flat Owners of the said commercial cum residential building named **"MAA SARBAMONGOLA APARTMENT"** 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 **"MAA SARBAMONGOLA APARTMENT"** as members of the Apartment/Flat Owners Association of **"MAA SARBAMONGOLA APARTMENT"**. The PURCHASER(S) and other Co-Flat Owners of the said commercial cum residential building named **"MAA SARBAMONGOLA APARTMENT"** 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 **"MAA SARBAMONGOLA APARTMENT"** 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 **"MAA SARBAMONGOLA APARTMENT"**.

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 **"MAA SARBAMONGOLA APARTMENT"**.

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 morefullydescribed in the **FIRST SCHEDULE** hereunder with the interest in the common areas and facilities with all fixtures and equipments of common utilityand 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 the “**Bastu**” class of land , measuring a total area of **3497** Sq.Ft. (more or less) , lying and situated within the Ward No. 33 of the Burdwan Municipality , appertaining to the **R.S. Plot No. 8750 & 8751** , under R.S. Khatian No. 672 , corresponding to the **L.R. Plot No. 11327 & 11328** ,under present **L.R.Khatian No. 20136** of Mouza – Bardhaman , J.L. No. 33, P.S. – Burdwan Sadar, Holding No. 5, D.N Sarkar Lane 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 : 12 Feet D.N Sarkar by Bye- Lane
In the East : Property of Prasenjit Shadu & Prasanta Sadhu
In the South : Open Land of Malati Prasad & Others
In the West : Property of Shib Nath Ghosh & Rajendra Nath Dey

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 “ **MAA SARBAMONGOLA APARTMENT** ”, 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 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 in 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/panchayet 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 than 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/panchayet rates and taxes or impositions and the such municipal/panchayet 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 a minimum of charge per month in case the said unit be occupied by the PURCHASER(S) for its own use.

(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.

3.3 Besides the amount such panchayat rates, taxes and impositions the PURCHASER(S) shall also bear and any all other taxes and impositions including Urban Land Tax (if any) Water Tax, etc. in respect of the building proportionately and/or the said unit wholly.

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.

3.5 The PURCHASER(S) shall be at liberty to pay sums, from time to time as it may, deem fit and proper towards the aforesaid rates and taxes and out of the said premises.

4. MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:

- Upon the PURCHASER(S) fulfilling obligations and covenants hereunder the Association shall manage, maintain and control the common parts and do all acts, deeds and things as may be necessary or expedient for the common purpose and the PURCHASER(S) shall co-operate with Association.

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.

SIGNED SEALED AND DELIVERED by the DEVELOPER at Burdwan in Presence of:-

1.

SIGNATURE OF DEVELOPER.

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.