

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made on this .... day of  
.....**Two Thousand Twenty Four (2024).**

**BETWEEN**

(1) SMT. SACHIRANI SAHA (PAN-CSFPS4637C) (AADHAAR - 4250 8991 5556) Wife of Late Nani Gopal Saha, by occupation - Housewife, (2) SRI PRADIP KUMAR SAHA, (PAN - BKAPS0476B)( AADHAAR - 5032 5668 2294), by occupation - Business, (3) SRI DEB KUMAR SAHA, (PAN - BFEPS3015P)( AADHAAR - 3733 2544 0650 ), by occupation - Business, (4) SRI DILIP KUMAR SAHA( PAN - AQZPS9364C)( AADHAAR - 9164 6047 3688 ), by occupation - Business, (1) to (4) all sons of Late Nani Gopal Saha, all by faith -Hindu, all Residing at - Dhamaitala School Road, P.O. - Dakshin Jagaddal, P.S. - Sonarpur, District - South 24 Parganas, Kolkata- 700151, hereinafter jointly called and referred to as the "OWNER/FIRST PARTY/LAND OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, legal representatives, successors, administrators, and / or assigns) of the **FIRST PART**.

**AND**

\_\_\_\_\_ (PAN - \_\_\_\_\_) & (AADHAAR NO - \_\_\_\_\_), wife of \_\_\_\_\_, by faith- Hindu, by occupation - Retired residing at \_\_\_\_\_, hereinafter called and referred to as the "**ALLOTTEE/S**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

**AND**

"**MAA TARA ASSOCIATES**" (PAN - ABUFM1799B) duly represented by its Partners namely (1) MR. RABI SANKAR DEBNATH( PAN - AGHPD7051P)(Aadhaar Card - 7568 8243 8145) Son of Late Sukhomoy Debnath, by faith - Hindu, by occupation- Business, Residing at- Chowhati Surya Sen Block, P.O. - Chowhati, P.S. - Sonarpur, 2)SRI PRASENJIT SAHA (PAN - BRNPS8613L)(Aadhaar Card - 4099 0812 4145) Son of Sri Prabir Saha, by faith - Hindu, by occupation - Business, Residing at - Chowhati, Battala Bazar, P.O. - Chowhati, P.S. - Sonarpur, District - South 24 Parganas, Kolkata - 700149, Sonarpur, District - South 24 Parganas, (3)

**SRI DEBABRATA NANDY (PAN - ALJPN6324Q)(Aadhaar- 2868 7719 9919, Son of Niranjan Nandy, by faith - Hindu, by occupation - Business, Chowhati Surya Sen Block, P.O. - Chowhati, P.S. - Sonarpur, Residing at Sonarpur, District- South 24 Parganas, Kolkata - 700149, (4) SRI CHANCHAL DAS (PAN - AEPD8886G)(Aadhaar Card-3011 8546 5569) Son of Late Gouranga Das, by Occupation - Business, Residing at - Chowhati, by faith Hindu, by occupation- Business, South 24 Parganas, Chowhati, P.S. Sonarpur, District: South 24 Parganas, Deshopriya Block, Kolkata - 700149, (5) SRI BUNTY DAS (PAN- AUDPD9257B)(Aadhaar Card - 8603 3756 5925) Son of Bablu Das, by faith- Hindu, by occupation - Business, Residing at Vill. & P.O. - Nath Para, Chowhati, B-Block, P.S. - Sonarpur, District - South 24 Parganas, Kolkata - 700149, (6) SMT. SONALI MAJUMDER (PAN CIKPM1092C)(Aadhaar Card - 6767 2397 8287) Wife of Sri Ashim Majumder, all by faith Hindu, by occupation - Business, Residing at Chowhati Deshopriya Block, P.O. - Chowhati, P.S. - Sonarpur, District - South 24 Parganas, Kolkata - 700149, hereinafter called and referred to as the "DEVELOPER/CONFIRMING PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and include its successors, executors, administrators, legal representatives and assigns) of the THIRD PART,**

**ALL THAT** pieces and parcel of total land measuring about 39 decimal (23 Cottahs 10 Chittaks 8 Sg. Ft.) of Bastu Land which includes 16 decimals land in R.S. Dag No. 440, L.R. Dag No. 453, under L.R. Khatian No. 224/1 and 12 Decimals land in R.S. Dag No. 441, L.R. Dag No. 490, under R.S. Khatian No. 199, L.R. Khatian Nos. 1158, 1159, 1156, 1157 and rest 11 Decimals land in R.S. Dag No. 442, L.R. Dag No. 489, under L.R. Khatian Nos. 1158, 1159, 1156, 1157, all at Mouza Dhamaitala, J.L. No. 75, Pargana - Magura within the limits of Rajpur - Sonarpur Municipality, Ward No. 25, Holding No. 529, P.S. & A.D.S.R.O. Sonarpur, District - South 24 Parganas.

**WHEREAS** one **Smt. Sachirani Saha** purchased the land of R.S. Dag No. 440 by a Registered Deed of Sale, which was registered on 10.12.1982 at Sonarpur Sub-Registry Office and recorded

therein its Book No. I, Volume No. 123, Pages 1 to 7, Being Deed No. 6090, for the year 1982 and duly mutated her name in L.R. Settlement Record vide L.R. Khatian No. 224/1.

**AND WHEREAS** one **Sri Nani Gopal Saha** purchased the land of R.S. Dag Nos. 441 & 442 by a Registered Deed of Sale, which was registered on 25.01.1975 at Sonarpur Sub Registry Office and recorded therein its Book No. I, Volume No. 6, Pages 115 to 118, being Deed No. 266, for the year 1975 and while in peaceful possession said Nani Gopal Saha died leaving behind his wife Sachirani Saha and three sons namely Pradip Kumar Saha, Deb Kumar Saha and Dilip Kumar Saha as his sole legal heirs and successors.

**AND WHEREAS** by the way of inheritance of **husband and father** said Sachirani Saha, Pradip Kumar Saha, Deb Kumar Saha and Dilip Kumar Saha became the absolute joint owners of the said land and duly mutated their names in L.R. Settlement Record vide L.R. Khatian Nos. 1158, 1159, 1156 and 1157 and jointly have been peacefully possessing the same by paying rent and taxes to the proper authorities.

**AND WHEREAS** now **FIRST PART/ LAND OWNERS** being well seized and possessed of and/or otherwise all that pieces and parcel of 39 decimal ( 23 Cottahs 10 Chittaks 8 Sq. Ft.) of Bastu Land which includes 16 decimals land in R.S. Dag No. 440, L.R. Dag No. 453, under L.R. Khatian No:224/1 and 12 Decimals land in R.S. Dag No. 441, L.R. Dag No. 490, under R.S. Khatian No. 199, L.R. Khatian Nos. 1158, 1159, 1156, 1157 and rest 11 Decimals land in R.S. Dag No. 442, L.R. Dag No. 489, under L.R. Khatian Nos. 1158, 1159, 1156, 1157, all at Mouza - Dhamaitala, J.L, No. 75, Pargana - Magura, within the limits of Rajpur - Sonarpur Municipality, Ward No. 25. Holding No. 529, P.S. & A.D.S.R.O. Sonarpur, District - South 24 Parganas.

**AND WHEREAS** the Developers herein after discussing with the aforesaid landowners have decided to develop the land measuring more or less **1 (One) Bigha 02 (Two) Cottah 11 (Eleven) Chittack 12 (Tweleve) Sq. Ft.** equivalent to **37.46 decimals** comprised in Mouza – Dhamaitala, J.L. No. 75, Pargana- Magura, Within the limits of Rajpur-Sonarpur Municipality, Police Station – Sonarpur, Post Office – Narendrapur, Kolkata – 700151, District – South 24 Parganas, in R.S. Dag No. 440, **L.R. Dag No. 453**, under L.R. Khatian No. 224/1 and 12 Decimals land in R.S. Dag No. 441, **L.R. Dag No. 490**, under R.S. Khatian No. 199, L.R. Khatian Nos. 1158, 1159, 1156, 1157 and rest 11 Decimals land in R.S. Dag No. 442, **L.R. Dag No. 489**, under L.R. Khatian Nos. 1158, 1159, 1156, 1157, Within the limits of Rajpur-Sonarpur Municipality, West Bengal, hereinafter referred to as **“the Said land”**, morefully described in the **Schedule -B** hereunder written will be used for the development of the said “Building Project” namely **“DAKSHIN DIVINE”**. (hereinafter called and referred to **SAID PROPERTY**) morefully described in **FIRST SCHEDULE** written hereunder have been enjoying peaceful khas possession and are free from all encumbrances, lien, charges, attachments, mortgage, and lispendens formulated a scheme to develop a multi-story building on the said property.

**AND WHEREAS FIRST PART/ LAND OWNERS** executed and registered a Development Power unto and in favour of **“MAA TARA ASSOCIATES”** was duly registered on 12.08.2022 in the office of the A.D.S.R. – SONARPUR, South-24 Parganas and recorded in its Book No. I, Volume No.1608-2022, Page from 157042-157068, Being No. 07021 for the year 2022.

**AND WHEREAS** in terms of the said Development Agreement dated **11.08.2022** and Development Power of Attorney dated **12.08.2022**, the Developer has a right/authority to enter the Agreement for Sale and execute Deed of Conveyance of its allocated Flats/Car parking spaces with the intending Purchasers and receive advance/earnest money there from.

**AND WHEREAS** being so authorized as stated above the Developer has expressed to desire to sell a Flat out of the Developer's allocation and coming to know of that and having a requirement of the self-same flat in the like area, the Purchasers offered to purchase the same which the Developer has accepted and entered into an Agreement for Sale with the Purchasers herein on \_\_\_\_\_, on terms and conditions therein mentioned.

**AND WHEREAS** by virtue of an Agreement for Sale dated \_\_\_\_\_ made between the Purchasers herein and the Vendors/Owners herein and the Developer herein, the Purchasers herein agreed to purchase one self-contained flat being **Flat No.** \_\_\_\_\_ having a super built up area of \_\_\_\_\_ **Sq. Ft.** Situated on the \_\_\_\_\_ **Floor** on the \_\_\_\_\_ side of the said **B+G+VII** storied building together with **1 (one)** \_\_\_\_\_ **car parking space** of the Said Building Project christened as "**DAKSHIN DIVINE**", being erected at the Said Property being Municipal Premises/Holding No. 529, School Road (Jagaddal), Mouza- Dhamaitala, P.O.- Narendrapur, P.S.- Sonarpur, District South 24 Parganas, within the jurisdiction of Rajpur-Sonarpur Municipality, within Ward No. 25, Kolkata- 700 151, together with undivided and indivisible proportionate share in the land underneath together with common rights, facilities and amenities and common service and expenses mentioned therein for and at a total price of **Rs.** \_\_\_\_\_ **only**), hereinafter referred to as the "**Said Flat**" and the Developer and the Vendor jointly agreed to such proposal, being satisfied as the same was the highest available market price.

**AND WHEREAS** in terms of the said Agreement for Sale dated \_\_\_\_\_ the Owners/Vendors and the Developer

herein have agreed to sell and transfer one self-contained **Flat No.** \_\_\_\_\_ having a super built up area of \_\_\_\_\_ **Sq. Ft.** situated on the \_\_\_\_\_ **Floor** on the \_\_\_\_\_ side of the said **B+G+VII** storied building together with **1 (one)** \_\_\_\_\_ **car parking space** of the Said Building Project christened as **“DAKSHIN DIVINE”**, being erected at the Said Property being Municipal Premises/Holding No. 529, School Road (Jagaddal), Mouza- Dhamaitala, P.O.- Narendrapur, P.S.- Sonarpur, District South 24 Parganas, within the jurisdiction of Rajpur-Sonarpur Municipality, within Ward No. 25, Kolkata- 700 151, more fully delineated in the map or plan annexed hereto hatched in colour **RED** being erected at the Said Property at or for a valuable consideration of **Rs.** \_\_\_\_\_ **only**), and the same is more fully and particularly described in the **SECOND SCHEDULE** hereunder written together with undivided, indivisible proportionate share in the land describe in the First Schedule hereto along with proportionate share in the common spaces, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other open spaces, common path of the properties necessary and convenient to its ingress to and egress from, maintenance for common use, motor, pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection etc. which has been mentioned more fully and particularly in the **Third Schedule** hereunder written with lawful aforesaid consideration subject to the Purchasers’ undertaking to pay proportionally all the common charges, fees, duties, levies, taxes, rents, impositions, outgoing etc. which are required for the purpose of the said premises and also for the purposes of the said building along with other Owners, occupiers of the building or flat/apartment

holders thereto as more fully and particularly described in the **Fourth Schedule** hereunder written.

**AND WHEREAS** the Purchasers having agreed to purchase the said Flat stated above and having paid the entire consideration money to the Developer herein, now call upon them to execute and register a proper Deed of Conveyance thereby selling, conveying and transferring the said Flat unto and in favour of the Purchasers absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchasers.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said Agreement for Sale dated \_\_\_\_\_ and in consideration of the said sum of **Rs.** \_\_\_\_\_ **only**), truly paid by the Purchasers to the Owners/Vendors herein through the Developer/Confirming Party herein in the manner stated in the memo of consideration hereunder written, the receipt whereof the Owners/Vendors and the Confirming Party as Developer hereby do and each of them doth hereby admit, acknowledge and received from the payment of the same and every part thereof forever acquit, release, exonerate and discharge the Purchasers as well as the said Flat along with the undivided, indivisible and proportionate share and right, title and interest into the said land and premises with the facilities in common with other flat Owners or occupiers thereto. The Owners/Vendors and the Developer/Confirming Party do hereby grant, sell, transfer, convey, assign and assure unto the Purchasers **ALL THAT** one self-contained flat being **Flat No.** \_\_\_\_\_ having a super built up area of \_\_\_\_\_ **Sq. Ft.** of the said **B+ G + VII** storied building situated on the \_\_\_\_\_ **Floor** on the \_\_\_\_\_ side together with **one** \_\_\_\_\_ **car parking space** of the Said



Building Project, being erected at the Said Property being Municipal Premises/Holding No. 529, School Road (Jagaddal), Mouza- Dhamaitala, P.O.- Narendrapur, P.S.- Sonarpur, District South 24 Parganas, within the jurisdiction of Rajpur-Sonarpur Municipality, within Ward No. 25, Kolkata- 700 151, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the “**said Flat**” together with the undivided proportionate indivisible share in the land described in the **First Schedule** hereto together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other Owners/Occupiers having covenants conditions and stipulations etc. to enjoy and to have the right of user in common of all the roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors into or upon the said land proportionately agreeing to pay proportionate expenses for maintenance of the said common portion with the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said flat on the \_\_\_\_\_ **Floor** mentioned as the said building having right to use, occupy, own possess the said Flat as mentioned in **SECOND SCHEDULE** hereunder written exclusively, subject to the Purchasers’ paying and discharging taxes and impositions or outgoings for the same and common expenses as per imposed or levied for the said Flat and other outgoings so long separate assessment is not made for the said Flat in the name of the Purchasers.

**The Vendors and the Developer do hereby covenant with the Purchasers as follows:-**

**1. NOTWITHSTANDING** anything hereinbefore done or suffered to the contrary, the Owners/Vendors have good and absolute right, title and authority to grant, convey, transfer, assign and assure all that the said Flat mentioned in the **SECOND SCHEDULE** hereunder written along with common area with amenities and facilities provided thereat and described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred unto the Purchasers in the manner aforesaid and that the Owners/Vendors and the Developer/Confirming Party have not done or suffered knowingly from anything whereby the said Flat may be encumbered, affected or impeached in respect of the estate, title or otherwise.

**2.** That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding pending and have not been offered as security or otherwise to any authority whatsoever or howsoever.

**3.** That the Purchasers shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the Said Flat without any let or hindrance, interruption, claim, disturbances or demand from or by the Owners/Vendors or the Developer/Confirming party or any person or persons claiming through or under or in trust for the Owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

**4.** All the taxes, land revenue and other impositions payable in respect of the said Flat up to the date of handing over the

possession of the same to the Purchasers, shall be paid by the Owners/Vendors and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the Owners/Vendors to pay the same and if the same is paid by the Purchasers then it will be recoverable from Owners/Vendors prior to the date of delivery of possession of the said Flat unto and in favour of the Purchasers and the Purchasers shall pay the entire taxes and outgoings in respect of the said Flat after the instant Deed of Conveyance is registered, possession given subject to the formation of the Association as mentioned here to when the Purchasers shall pay the Government Rent and Municipal taxes and other outgoings exclusively for the said Flat and shall pay for all the common portions proportionately to the said Association as would be so directed .

**5.** The Owners/Vendors shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the Purchasers for better or further effectuating and assuring the conveyance hereby made or the title of the Purchasers to the property hereby sold and conveyed or any mistake or deficiency to the extent of description or other particulars of the said property.

**6.** The Purchasers, his heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat.

**7.** The Purchasers shall not cause any obstruction to the others in any manner in the entrance or exit or to user of any common space in the premises, keep any dirt/rubbish/refuse etc. save and expect the place is reserved for the said purpose.

**8.** The Purchasers shall not make any alterations and maintain the symmetry of the balcony and balcony grill design and colour approved by MAA TARA ASSOCIATES for project christened as “DAKSHIN DIVINE”.

**9.** The Purchasers shall not make any alterations and maintain the symmetry of the window grills design and colour approved by **MAA TARA ASSOCIATES** for project christened as “DAKSHIN DIVINE”.

**10.** The Purchasers shall not make any alterations and maintain the entire exterior building design and colour approved by **MAA TARA ASSOCIATES** for project christened as “**DAKSHIN DIVINE**”.

**11.** The Purchasers shall not raise any objection and create any obstruction whatsoever if the Owners/Promoter/Developer in future purchases the land adjacent to the said Property and amalgamate the same for construction of another phase or block and for such construction the common entrance road is to be used for free access to the New Phase/Block.

**12.** That the Purchasers’ share in the land shall always be undivided and will not give any specific exclusive right in the land of the common area and facilities as per West Bengal Apartment Ownership Act and the undivided share and interest of the demised land hereby agreed to be said will be held by the Purchasers with heritable and transferable rights along with the Flat and being constructed for them subject however, to the terms and conditions to be incorporated in the Deed of Declaration as per aforesaid Act.

**13.** That if any error or omission is found in the instant Deed in future the Vendors at the costs and expenses of the

Purchasers shall execute and register a Deed of Declaration/Rectification if any, in favour of the Purchasers or their heirs/executors/administrators/legal representatives and assigns.

**14.** That in future if any subsequent blocks and/or towers are developed then they would become parts & parcels of the same project & are to be considered as phases of one project and all amenities and entry and exit points etc. are to be shared equally by all flat Owners of all Blocks and Phases.

**15.** The Purchasers shall pay the proportionate share of tax of the premises with other co-owners until or unless their names are separately assessed by the Rajpur-Sonarpur Municipality.

**16.** The vendors/developers shall provide completion certificate of the said plan duly sanctioned by the Rajpur-Sonarpur Municipality to the Purchasers within 15 days after receiving the same from the competent authority.

**17.** That the Purchasers shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said Flat which may cause sound pollution/air pollution, smoke etc. to the occupant of the other flats in the building.

**18.** That the Purchasers shall pay the proportionate share of premium of the Insurance for the said building if any.

**19.** The Purchasers shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat Owners inclusive of the Owners/Vendors (or previous land lord) herein.

**20.** Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchasers on such express indemnification by the Owners/Vendors about the correctness of the Owners/Vendors' title, which if found defective or untrue at any time, the Owners/Vendor, shall forthwith, take all necessary steps to remove and/or rectify the same.

**21.** That the Developer/Confirming Party reserves the easementary right of accessing the premises of the project christened as "DAKSHIN DIVINE" for various purposes that include maintenance and construction that is to be carried on at the same premises.

**THE FIRST SCHEDULE REFERRED TO ABOVE**

**(Description of the land and Premises)**

**ALL THAT 1 (One) Bigha 02 (Two) Cottah 11 (Eleven) Chittack 12 (Tweleve) Sq. Ft.** equivalent to **37.46 decimals** comprised in Mouza – Dhamaitala, J.L. No. 75, Pargana- Magura, Within the limits of Rajpur-Sonarpur Municipality, Police Station – Sonarpur, Post Office – Narendrapur, Kolkata – 700151, District – South 24 Parganas, in R.S. Dag No. 440, **L.R. Dag No. 453**, under L.R. Khatian No. 224/1 and 12 Decimals land in R.S. Dag No. 441, **L.R. Dag No. 490**, under R.S. Khatian No. 199, L.R. Khatian Nos. 1158, 1159, 1156, 1157 and rest 11 Decimals land in R.S. Dag No. 442, L.R. Dag No. 489, under L.R. Khatian Nos. 1158, 1159, 1156, 1157, Within the limits of Rajpur-Sonarpur Municipality, West Bengal, within the limits of Rajpur – Sonarpur Municipality, Ward No. 25, Holding No. 529, School Raod (Jagaddal), **Assessment No.1104302780030**, P.S. & A.D.S.R.O. Sonarpur, District - South 24 Parganas, West Bengal, together with all easements rights and appurtenances thereto.

The butted and bounded in the manner following that is to say:-

**ON THE NORTH:** Dag No. 439

**ON THE EAST :** Dag No. 466

**ON THE SOUTH:** E.M.Byepass

**ON THE WEST:** Common Passage

The name of the said proposed building project above is known, called and named **“DAKSHIN DIVINE”**.

**Adjascent to E.M.Byepass Road.**

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of the Said Flat)**

**ALL THAT Flat No.** \_\_\_\_\_ having a super built up area of \_\_\_\_\_ **Sq. Ft.** having Tiles flooring situated on the \_\_\_\_\_ **Floor** on the \_\_\_\_\_ side consisting of \_\_\_\_\_ **Bed rooms,** \_\_\_\_\_ **Dining/Drawing room,** \_\_\_\_\_ **Kitchen,** \_\_\_\_\_ **Toilet/s and** \_\_\_\_\_ **Verandah together with 1 (One)** \_\_\_\_\_ **Car Parking Space** of the said **B+G+VII** storied building of the said Building Project more fully delineated in the map or plan annexed hereto hatched in colour **RED** together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **Third Schedule** hereunder written and the Flat is being erected as per aforesaid sanctioned Building Plan Being No. \_\_\_\_\_ dated \_\_\_\_\_ sanctioned by Rajpur-Sonarpur Municipality, within Ward No. 25, Holding No. 529, School Road (Jagaddal), Mouza- Dhamaital, J.L. No. 75, P.O. – Narendrapur, P.S. - Sonarpur, Kolkata - 700151, District – South 24 Parganas, as described in the First Schedule herein above.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(COMMON RIGHTS AND SERVICES)**

1. All left open land pathway, drive way etc.
2. The space within the building comprised of the entrance, stair-case, stair-head room, landing lobbies roof.



3. The foundation columns, girders, beams, supports, main wall, the main gate and passage leading to the building and stair-case.
4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.
5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
6. Common sewerage lines.
7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
8. Water pump with motor and water distribution pipes (save those inside the flat).
9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.
10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Main gate and boundary walls to the premises of the building.
12. Roof of the building.
13. Lift, Club House (Gymnasium, Swimming pool, Children's park, Indoor Games room, Community Hall), Generator and Power backup, CCTV, Water Filtration Plant and intercom facility in common areas etc. for the said Complex.

**FOURTH SCHEDULE ABOVE REFERRED TO****(Common expenses)**

1. **MAINTENANCE:** All expenses for cleaning sweeping maintaining white washing, painting, repairing, renovating and replacing the including sanitary and plumbing.
2. **OPERATION:** All expenses for running and operating all machineries equipment's and installation in common parts, water pump with motor and lighting the common areas generator if any include the costs of repairing renovating and replacing the same.
3. **INSURANCE:** Insurance premium against fire, riot, stick, malicious damage, earthquake etc. risks covering the said flat and the said building.
4. **MUNICIPAL LAND REVENUE AND OTHER TAXES:** Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.
5. **STAFF:** The Salaries or all other expenses for the staff employee or to be employed for common purpose including their bonus. If any and other emoluments benefits.
6. **FLAT OWNERS ASSOCIATION:** Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the Flats

Car Parking Space in the said building to the respective Purchasers and others.

7. **RESERVE:** Creation of funds for replacement renovation and/or periodic expenses.
8. **OTHER:** All other expenses and/or outgoing expenses as may be incurred by the builder and/or the Association for common purpose.

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

**SIGNED, SEALED & DELIVERED**

At Kolkata

**WITNESSES:**

1.

2.

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**SIGNATURE OF THE VENDORS**

**AS SIGNATORIES  
(PARTNERS) OF MAA TARA  
ASSOCIATES**

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**SIGNATURE OF THE DEVELOPER**

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**SIGNATURE OF THE PURCHASER/S**

**Drafted by:**

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchasers the within mentioned sum of **Rs.** \_\_\_\_\_ **only**), towards the full and final consideration price of the within mentioned Flat of the building Premise/Holding No. 529, School Road (Jagaddal), Kolkata-700151 together with undivided proportionate share or interest in the land underneath as per memo below:

<b>Date</b>	<b>CHQ. Detail</b>	<b>Flat Amt.</b>	<b>GST</b>	<b>CHQ. Amt.</b>	<b>TDS</b>

**Rs** \_\_\_\_\_ **only**).

**SIGNED, SEALED & DELIVERED**

In presence of the following

**WITNESSES :**

1.

2.

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER**