

## DEED OF CONVEYANCE

Property within the jurisdiction of Burdwan Municipality, of P.S.- Burdwan, Dist.- Purba Bardhaman, carpet area of flat .....sq.ft, together with car parking space on the.....

THIS DEED OF CONVEYANCE is made on this ..... day of ....., 2023.

- 1. MR. TARAK NATH GAYEN**, PAN- AXBPG3625K, S/o- Late Nishikanta Gayen, by nationality- Indian, by occupation- Business, resident of Saraitikar Road, Keshabganj Chati, Rajbati, P.S. Burdwan Sadar, Dist. Purba Bardhaman, Pin- 713104,
- 2. MR. ASHOK KUMAR GAYEN**, PAN – AEJPG6990G, S/o- Late Nishikanta Gayen, by nationality- Indian, by occupation- Business, resident of Saraitikar Road, Keshabganj Chati, Rajbati, P.S. Burdwan Sadar, Dist. Purba Bardhaman, Pin- 713104,
- 3. MR. SOUMENDRANATH DEY**, S/o Late Kamala Kanta Dey, PAN- **ACTPD5022G**, by nationality- Indian, by occupation- Business, resident of Saraitikar Road, Keshabganj Chati, Rajbati, P.S. Burdwan Sadar, Dist. Purba Bardhaman, Pin- 713104,
- 4. SMT. SUKLA DEY**, PAN- ESQPD3627A, by nationality- Indian, by occupation- Housewife, resident of Saraitikar Road, Keshabganj Chati, Rajbati, P.S. Burdwan Sadar, Dist. Purba Bardhaman, Pin- 713104,
- 5. MR. KARTICK ROY**, PAN- AHLPR6183R, S/o-Mr.Chandidas Roy, by nationality- Indian, by occupation- Business, resident of Station Dulepara Lane, Krishnanagore, P.o.- Krishnanagore, P.s.- Kotowali, Dist. Nadia, Pin- 741101,

**6. MRS. SMRITI KANA ROY LAYEK**, PAN- ADNPL6162E, W/o-Mr. Kartick Roy, by nationality- Indian, by occupation- Service, resident of Station Dulepara Lane, Krishnanagore, P.o.- Krishnanagore, P.s.- Kotowali, Dist. Nadia, Pin- 741101,

herein after jointly and collectively referred to and called for the sake of brevity as “**APPOINTERS**” (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns). Herein after jointly and collectively called and referred as OWNERS

AND WHEREAS the OWNERS have executed a Registered Developers Power-of-Attorney in favour of **S.A. ENTERPRISE**, a Partnership Firm, which has been registered at the office of the A.D.S.R, Purba Bardhaman and recorded as Development Agreement Deed being No.10607 for the year’2021, recorded in Book No.1, Vol No. 0203-2021, Page- 295065 to 295124. In pursuance of the terms and conditions of the said Development Agreement Deed being No. 10607 for the year’2021, and thereby empowered the DEVELOPS to do all such things, required to be done for the purpose of intending development work over SCHEDULE "A" mentioned property; such as execution of Deed by putting signing on the instrument on behalf of the OWNERS and to present the same to the registry office for registration, look after and maintain the property, to submit Plan to the concern authority.

**S.A. ENTERPRISE** a Partnership Firm, having PAN-ADXFS6963L, represented by its Director, (i) **MOHAMMAD SALMAN SHAIKH**, PAN- AQWPS5547G, S/o- Late Abdul Gaffar Sekh, by nationality- Indian, resident of 62/8, Kamalnagar Central School Street, Goda, P.o.- Rajbati, P.s.- Burdwan Sadar, Dist.-Purba Bardhaman, Pin713104, (ii) **SEKH ASGAR ALI**, PAN- AGUPA9423B, S/o- Late Sekh Samad, by nationality- Indian, by occupation- Business, resident of 61, Kamalsagar, P.o.- Rajbati, P.s.- Burdwan Sadar, Dist. Purba Bardhaman, Pin- 713104, hereinafter called the VENDOR (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 and assigns) of the ONE PART

**AND**

....., PAN NUMBER....., **Adhaar No**..... son / wife / daughter of.....residing at .....by faith....., by Occupation ....., by Nationality....., hereinafter referred to and called as the **VENDEE(S)/PURCHASER ( S )** unless excluded by or repugnant to the context shall be deemed to include his/her/their legal heirs, legal representatives, executors, administrators and assignee etc. of the **OTHERPART**.

WHEREAS the properties, more fully described in the FIRST Schedule of this DEED OF CONVEYANCE originally belonged to one TARAKNATH GAYEN & ASHOK GAYEN and others and they acquired the same by dint of two Deeds of Sale being No. 659 for the year 1972, vide Book No. I, Vol. No. 8, Page -254 to 256, recorded at the office of District Sub-Register, Burdwan & 2829 for the year'1975, recorded in Book No. I, Vol. No. 35, Page -223 to 224, registered at the office of District Sub-Registrar, Burdwan. That thereafter during ejmal ownership and possession of the property, in question more fully described in the FIRST Schedule herein below, with other Co-sharers, said Nishikanta Gayen expired on 05-01-2000 leaving behind his wife named Promila Gayen, his two sons named Taraknath Gayen and Ashok Gayen as his legal heirs and representatives as applicable to Hindus. Subsequently, by a Registered Deed of Partition being No. 5468 for the year1993, vide Book No. I, volume No. 99, Pages 17 to 37 registered at the office of the Addl. District Sub Registry Office at Burdwan and the aforesaid Promila Gayen, Taraknath Gayen , Ashok Gayen as .....part of the aforesaid deed of Partition became joint owners of properties, more fully described in the FIRST Schedule hereunder, each having undefined and un demarcated 1/4 share each thereon.

AND WHEREAS after becoming owners of undefined and undemarcated 1/4 th share each in respect of the properties more fully described in the FIRST Schedule hereunder, aforesaid Taraknath Gayen and Ashok Gayen transferred their respective 1/4 share each to their mother Promila Gayen by dint of two Deeds of Gift being no. 512 for the year' 2014, recorded in Book No. I, CD Vol. No.2, Page -2125 to 2138, registered at the office of District Sub-Registrar-II, Burdwan & 513 for the year'2014, recorded in Book No. I, CD Vol. No.2, Page -2139 to 2151, registered at the office of District Sub-Registrar-II, Burdwan. Accordingly, by dint of said Deed of Partition being No. 5468 for the year' 1993, Deeds of Gift being no. 512 for the year'2014 & 513 for the year'2014, aforesaid Promila Gayen became owner in respect of undefined and un demarcated 3/4 share in the respect of the Property, more fully described in the FIRST Schedule hereunder.

AND WHEREAS, thereafter, aforesaid Taraknath Gayen and Ashok Gayen, while their ejmal ownership and possession for their own personal benefit transferred the FIRST Schedule land, more fully described hereunder to 1) Mohammad Salamn Shaikh, son of Late Abdul Gaffar Sekh of 62/8, Kamalnagar Central School Street Goad, Purba Bardhaman, 2) Md. Husain Alam Sha Shaikh, son of Alam Sha Abdul..... Shekh, of Vill.- Champpta, P.S.- Pandua, Dist.- Hooghly, 3) Md. Motiar Rahaman @ Motiar Rahaman, son of Mohammad Ali, of Satgharia, P.S.- Pandua, Dist.- Hooghly, 4) Asad Ali Mallick, son of Unus Ali Mallick, of Dakhin Durgapur, Chotabaharkuli, Dist.- Purba Bardhaman and 5) Md. Mofijur Rahaman, son of Mohammad Motiar Rahaman, of Satgharia, P.S.- Pandua, Dist.- Hooghly, by executing a Deed of Sale being No.020305298 for the year'2019, recorded in Book No.-I, Volume No.203, Page No.121194 to 121236, registered at the office of the ADSR, Burdwan.

AND WHEREAS after mutating their names in the present L.R.R.O.R as well as converting the land, more fully described in the FIRST Schedule herein below, from 'Dokan' to Commercial Bastu' and from 'Danga' to Bastu', by the order of A.D.M.&

D.L.&L.R.O., Purba Bardhaman, during their ownership and possession of the land, more fully described in the FIRST Schedule herein below, the aforesaid LAND OWNERS, for considerable period of time have been thinking of developing multistoried Residential cum Commercial Complex consisted of several self contained Flats, shops, commercial spaces and parking spaces thereon in such manner as may yield them greater advantage and financial benefit. But as the LAND OWNERS herein neither have experience, adequate and appropriate skill and knowledge nor have capacity and ability, both financially and technically, have been searching for competent DEVELOPER. Being learnt of intention of the LAND OWNERS, the DEVELOPER herein, which is a highly reputed Developer, having vast experience, knowledge and skill in the field of real estate Development, upon making inspection and search and being duly satisfied as to marketable title of the land, more fully described in the FIRST Schedule hereunder, has approached before the LAND OWNERS with an offer to develop the land, more fully described in the FIRST Schedule hereunder, at its own costs and expenses and so that the Land Owners yield the LAND OWNERS herein greater financial advantage and benefits.

AND WHEREAS the LAND OWNERS herein after being duly enquired and satisfied about competency and reputation of the DEVELOPER herein have accepted the offer and agreed to depute the DEVELOPER to develop multi-storied Residential cum Commercial complex named "NILKAMAL COMPLEX", by executing a deed of development agreement with S.A. ENTERPRISE. a company registered under The Companies Act. as also executed a developers power of attorney in favour of the said developer on 05.04.2022 and the same was registered in the office of ADSR, Burdwan as Deed No. 3541 for 2022, and 3548 for 2022 respectively for performing the aforesaid construction work along with other relevant works including sale power.

WHEREAS, a sanctioned Plan being BDA Burdwan Municipality Vide No..... dated in the name of the ..... have already been obtained with regard to the said Multi-Storied Residential Cum Commercial Complex on land morefully described in the 'FIRST SCHEDULE' hereunder.

**AND**

WHEREAS on the basis of the said sanctioned Building Plan the DEVELOPER is constructing G+ ..... Apartment residential cum Commercial Complex on the **FIRST SCHEDULED** land more fully described hereunder.

**AND**

WHEREAS as per terms and conditions of the said Agreement with Developer **S.A. ENTERPRISE** represented by its Director, Mohammad Salman Shaikh has delivered possession to the **LAND OWNERS** of their allocations as per **SECOND SCHEDULE**

**AND**

WHEREAS the **PURCHASER(S)** herein being in need for his/there residential/commercial purpose being has/have agreed to Purchase and acquire

the self contained Flat being No..... on the ..... Floor from the Developer Allocation as described in the **THIRD SCHEDULE** of the said **DEVELOPMENT AGREEMENT** of the said Apartment namely '**NILKAMAL COMPLEX**' having ..... Sq. Ft. super built up area together with a car parking space morefully described in the **SECOND SCHEDULE** of this Deed of Conveyance alongwith undivided proportionate impartibly share of land morefully described in the **FIRST SCHEDULE** attributable to the said Flat together with all easement rights over the common parts and common portions in the said Apartment/ Complex.

**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 "**NILKAMAL COMPLEX**".

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 "**NILKAMAL COMPLEX**" and the said undivided interest shall remain permanently impartible.

That the **PURCHASER(S)** herein shall have right to mutata 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 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** 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 "**NILKAMAL COMPLEX**" and the PURCHASER(S) herein will enjoy the right of easements, more fully described and written in the **FIFTH SCHEDULE** 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 "**NILKAMAL COMPLEX**".

The PURCHASER(S) TOGETHER WITH other Co-Flat Owners of the said commercial cum residential building named "**NILKAMAL COMPLEX**" 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 "**NILKAMAL COMPLEX**" as members of the Apartment/Flat Owners Association of "**NILKAMAL COMPLEX**". The PURCHASER(S) and other Co-Flat Owners of the said commercial cum residential building named "**NILKAMAL COMPLEX**" 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** hereinafter written in common with the other Co-Flat Owners of the said commercial cum residential building named "**NILKAMAL COMPLEX**" 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 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 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 "**NILKAMAL COMPLEX**".

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 "**NILKAMAL COMPLEX**".

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

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

and the properties, appurtenances thereto hereof granted, conveyed transferred, assigned and assured every part thereof respectively, together with the **VENDOR** and each of their right unto the **PURCHASER** thereof free from all encumbrances save those expressly mentioned herein.

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

#### **THE FIRST SCHEDULE ABOVE REFERRED TO SCHEDULE**

##### **[Description of the land]**

ALL THAT piece and parcel of land NILKAMAL COMPLEX having 'BASTU' class of Land measuring an area of 14458 Sq.ft., more or less, situated at P.S.- Burdwan Sadar Dist.- Purba Bardhaman, Mouja- Goda, J.L. No. 41, appertaining to C.S. Khatian No.1080, R.S. Khatian No.1272, L.R. Khatian No. 6306, 6307, 7492, 7212, 7213, 9393 & 9361, comprised in R.S. Plot No.-2140, corresponding to L.R. Plot No. – 2149, with in local limit of Burdwan Municipality, having Holding No.32 under Ward No.1, Mahalla- Keshabganj Chati butted and bounded:-

- ON THE NORTH: - House of Anil Dalui
- ON THE SOUTH: - House of Samar Das
- ON THE EAST: - House of Samar Das
- ON THE WEST: - 23ft. wide Saraitikar Metal Road

#### **THE SECOND SCHEDULE ABOVE REFERRED TO SCHEDULE**

All that piece and portion of one self contained residential/commercial Flat measuring ..... Sq. ft. carpet area being Flat No. .... On the ..... Floor of the Apartment Known as '**NILKAMAL COMPLEX**' of existing **FIRST SCHEDULE** of ..... Bed Rooms, Dining cum living Room ....., Varandah, ..... Kitchen, ..... Toilets and privy along with Car Parking Space measuring ..... Sq.Ft. on the Gr, Floor as shown in the sketch Map annexed herewith and bordered by ..... colour therein together with proportionate

undivided share of land underneath of **FIRST SCHEDULE** herein above and all rights of Common user of Path Passage, stair, lobby, roof water Pump, water reservoir and sanitary tank cable etc. meant for common use of **FIRST SCHEDULE APPARTMENT** namely '**NILKAMAL COMPLEX**'.

### **THE THIRD SCHEDULE ABOVE REFERRED TO**

#### **COMMON AREA**

- I. Land measuring an area of 14458 Sq.ft., more or less, situated at P.S.- Burdwan Sadar Dist.- Purba Bardhaman, Mouja- Goda, J.L. No. 41, appertaining to C.S. Khatian No.1080, R.S. Khatian No.1272, L.R. Khatian No. 6306, 6307, 7492, 7212, 7213, 9393 & 9361, comprised in R.S. Plot No.-2140, corresponding to L.R. Plot No. – 2149, with in local limit of Burdwan Municipality, having Holding No.32 under Ward No.1, Mahalla- Keshabganj Chati.
- II. 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
- III. The foundation column, girders, beams, supports, main walls, roofs.
- IV. 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.
- V. Storage space meant for common use or for the use and enjoyment of the occupiers of the complex.
- VI. 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.
- VII. 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 ABOVE REFERRED TO :**

#### **COMMON EXPENSE**

- I. 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.
- II. 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.
- III. The foundation column, girders, beams, supports, main walls, roofs.

- IV. 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.
- V. Storage space meant for common use or for the use and enjoyment of the occupiers of the complex.
- VI. 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.
- VII. 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.
- VIII. 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**

##### **(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**

## **1. TITLE & CONSTRUCTION:**

1.1 The PURCHASER(S) has examined the plan and the title of the DEVELOPER to the premises, fittings and fixtures as has been provided in the flat including the said unit and has fully satisfied himself with regard thereto and the nature scope of the benefits and rights and interest provided to the PURCHASER(S) and shall not make any claim or demand whatsoever against the DEVELOPER or put any requisition concerning the nature scope and extent thereof.

## **2. TRANSFER AND DISBURSEMENT:**

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

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

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

## **3. MUTATIONS TAXES AND IMPOSITIONS :**

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

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

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

4.1 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 VENDOR**

2.

**SIGNATURE OF VENDEE**

**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
		<b>TOTAL-</b>	<b>Rs.....</b> <b>/-</b>

SIGNATURE OF DEVELOPER.