

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on                    day of **April** of the English Year **Two**  
**Thousand Twenty Three (2023) A.D.**

## BETWEEN

RAJ CONSTRUCTION RAJ CONSTRUCTION  
Rajiv Bole Govtam Jankar. Ranj Bora  
Partner Partner

**PRITIKANA PAUL (PAN- COIPP6299C)**, daughter of Kalidas Bose, wife of Sailendra Chandra Paul, by Faith-Hindu, by Occupation- Housewife, by Nationality- Indian, residing at 209, Lakegarden, under Rajpur Sonarpur Municipality, P.O. Laskarpur, PS. Sonarpur presently Narendrapur, Kolkata- 700153, District - South 24 Parganas, West Bengal, hereinafter called and referred to as the **OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART** represented by their **Lawful Attorneys** **1) SANJOY BOSE (PAN-APJPB1693Q), 2) RAJESH BOSE (PAN-ASFPB7591N)**, both are sons of Late Dulal Bose, residing at Peyarabagan, Rajpur-Sonarpur (M), P.O. Laskarpur, P.S. Sonarpur (now Narendrapur), Kolkata – 700153, West Bengal and **3) GOUTAM SARKAR (PAN-CPOPS0635C)**, son of Late Harinandan Sarkar, residing at Dakshin Laskarpur, Rajpur-Sonarpur (M), P.O. Laskarpur, P.S. Sonarpur (presently Narendrapur), Kolkata- 700153, West Bengal, all are by Faith- Hindu, by Occupation- Business, by Nationality – Indian, all are partners of **M/S. RAJ CONSTRUCTION, (PAN- AARFR0147A)**, a partnership firm having its registered office at Uttar Ramchandrapur, P.O. Narendrapur, P.S. Sonarpur now Narendrapur, Kolkata- 700103, District – South 24 Parganas, West Bengal, by virtue of the registered Development Power of Attorney, executed on 22.12.2020, being No. 162904744 for the year 2020, registered in the office of A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2020, Page from 165793 to 165819.

#### **A N D**

**M/S RAJ CONSTRUCTION, (PAN- AARFR0147A)**, a partnership firm having its registered office at Uttar Ramchandrapur, P.O. Narendrapur, P.S. Sonarpur now Narendrapur, Kolkata- 700103, District – South 24 Parganas, West Bengal, represented by its partners, **1) SANJOY BOSE (PAN- APJPB1693Q), 2) RAJESH BOSE (PAN- ASFPB7591N)**, both are sons of Late Dulal Bose, residing at Peyarabagan, Rajpur-Sonarpur (M), P.O. Laskarpur, P.S. Sonarpur (now Narendrapur), Kolkata – 700153, West Bengal, **3) GOUTAM SARKAR (PAN- CPOPS0635C)**, son of Late Harinandan Sarkar, residing at Dakshin Laskarpur, Rajpur-Sonarpur (M), P.O. Laskarpur, P.S. Sonarpur (presently Narendrapur), Kolkata- 700153, West Bengal, all by Faith- Hindu, by Occupation- Business, by Nationality – Indian, hereinafter called and referred to as

the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its partners, office-in-charge, successors, executors, administrators, office bearers and legal representatives in office) of the **SECOND PART**.

**AND**

..... (**PAN-** .....), wife of ....., and **2)**  
..... (having **PAN-** .....), son of ....., both by Occupation-  
....., by Faith- ....., by Nationality- ....., resident of  
....., hereinafter called and referred to as the  
**'PURCHASERS/VENDEES'** (which expression shall unless excluded by or repugnant to the context shall deem to mean and include their legal heirs, administrators, successors and assigns) of the **THIRD PART**.

The vendor/owner is the lawful owner having good and marketable title and interest over the property of the 'BASTU' Land measuring about 03 (Three)Cottah 0 (Zero) Chittak 0 (Zero) Square Feet, comprising at L.O.P. No. 209, C.S. and R.S. Dag No. 756(P) and 757(P) at Mouza- Laskarpur, JL No. 57, District- South 24 Parganas, Kolkata- 700153, now within the limits of the Rajpur Sonarpur Municipality, Ward No. 31, under Holding No. 59, Lakegarden, Police Station- Sonarpur now Narendrapur, District Sub-Registrar of South 24-Parganas at Alipore and Additional District Sub-Registrar Garia, District: South 24 Parganas, Rent payable to the Collector, 24-Parganas (South) Govt. of West Bengal and when building under construction thereon, vendor and developer herein have agreed to sale a Residential Flat having **Flat No.** ..... in ..... on ..... measuring about ..... (**.....**) **Square Feet** Super Built up area with Marble Flooring consisting of ..... [referred as "**Said Flat**" hereinafter] of the straight III storied Building namely "**HI-TECH END 5**"constructed as per building Plan No. 116/CB/31/55 dated 28/10/2021 duly sanctioned by Rajpur-Sonarpur Municipality, and the vendees have agreed to purchase the same without any hindrance, which is free from all encumbrances having good marketable title for a consideration of price of **Rs.** ...../- (**.....**) only from the Developer's share.

**WHEREAS** by virtue of a registered Urban Acquired Gift Deed from Governor of the State of West Bengal executed on 13.04.1993, being No. 594 for the year 1993 which is registered in the office of Additional District Registrar of South 24 Parganas at Alipur and recorded in Book No. 8, Volume No. 8, Pages 273 and 276, one Prity Kana Paul (Vendor herein), wife of Sailendra Chandra Paul, became absolute owner of the homestead land measuring 03 (Three) Cottah comprising at L.O.P. No. 209, C.S. Dag No. 756(P) and 757(P) at Mouza- Laskarpur, JL No. 57, about District- South 24 Parganas, Police Station- Sonarpur, possessing and enjoying the same without any encumbrance.

**AND** said Pritikana Paul (Vendor herein) mutated her name before office of Rajpur Sonarpur Municipality against 03 (Three) Cottah land comprising at L.O.P. No. 209, C.S. and R.S. Dag No. 756(P) and 757(P) at Mouza- Laskarpur, JL No. 57, Police Station- Sonarpur, District- South 24 Parganas, Kolkata- 700153, within the limits of the Rajpur Sonarpur Municipality, Ward No. 31, and her name got mutated under Holding No. 59, Lakegarden.

**AND WHEREAS** in aforesaid Urban Acquired Gift Deed of said Pritikana Paul (Vendor herein), wife of Sailendra Chandra Paul, any Site Plan of land was not enclosed and to avoid any legal difficulties and disputes she registered a Boundary Declaration Deed enclosing the Site Plan of the Land which was executed on 29.09.2021, being No. 162904776 for the year 2021 which registered in office of A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2021, Page from 176762 to 176774 against 03 (Three) Cottah land comprising at L.O.P. No. 209, C.S. and R.S. Dag No. 756(P) and 757(P) at Mouza- Laskarpur, JL No. 57, District- South 24 Parganas, Kolkata- 700153, within the limits of the Rajpur Sonarpur Municipality, Ward No. 31, under Holding No. 59, Lakegarden, Police Station- Sonarpur now Narendrapur and attached a proper Site Plan with that.

**AND THUS** said Pritikana Paul having marketable title of the above mentioned land and was peacefully enjoying her property without any encumbrance of the land property measuring about 03 (Three) Cottah 0 (Zero) Chittak 0 (Zero) Square Feet, comprising at L.O.P. No. 209, C.S. and R.S. Dag No. 756(P) and 757(P) at Mouza- Laskarpur, JL No. 57, District- South 24 Parganas, Kolkata- 700153, now within the limits of the Rajpur Sonarpur Municipality, Ward No. 31, under Holding No. 59, Lakegarden, Police Station-

Sonarpur now Narendrapur, within the jurisdiction of District Sub-Registrar of South 24-Parganas at Alipore and Additional District Sub-Registrar Garia, District: South 24 Parganas, Rent payable to the Collector, 24-Parganas (South) Govt. of West Bengal which is morefully describe in Schedule A hereunder written [hereinafter referred to as the "**Said Land**"] and is possessing and enjoying the same without let and hindrances, free from all encumbrances.

**AND WHEREAS** the Vendor herein intend to construct a multistoried Building on Said Land but due to paucity of fund and technical knowledge the Vendor herein approached to develop the land by constructing a multi storied building having independent Flats/Units and other constructed place including Car Parking Space on Joint Venture basis over the Scheduled – ‘A’ property herein at the cost and expenses of the Developer or out of funds to be procured by the Developer from the intending buyer or others on certain agreed terms and conditions.

**AND WHEREAS** the Vendor herein made an offer for the same to the reputed Developer **M/S RAJ CONSTRUCTION**, a partnership firm having its registered office at Uttar Ramchandrapur, P.O. Narendrapur, P.S. Sonarpur now Narendrapur, Kolkata- 700103, District- South 24 Parganas, West Bengal, represented by its partners, **1) SANJOY BOSE, 2) RAJESH BOSE**, both are sons of Late Dulal Bose, residing at Peyerabagan, Rajpur-Sonarpur (M), P.O. Laskarpur, P.S. Sonarpur (now Narendrapur), Kolkata- 700153, West Bengal, **3) GOUTAM SARKAR**, son of Late Harinandan Sarkar, residing at Dakshin Laskarpur, Rajpur-Sonarpur (M), P.O. Laskarpur, P.S. Sonarpur (presently Narendrapur), Kolkata- 700153, West Bengal, all by Faith- Hindu, by Occupation- Business, by Nationality- Indian and the Developer also agreed to undertake the construction work of the proposed multistoried building as per sanctioned plan of the Rajpur Sonarpur Municipality entirely at the costs of the Developer thereon the property morefully mentioned herein the schedule hereunder.

**AND WHEREAS** to exploit the commercial interest of the Owner/Vendor as well as the developer made several cross table discussions and finally they entered into a Joint Venture Agreement to develop their land measuring more or less 03 (Three) Cottah 0 (Zero) Chittak 0 (Zero) Square Feet, comprising at L.O.P. No. 209, C.S. and R.S. Dag No. 756(P) and 757(P)at Mouza- Laskarpur, JL No. 57, District- South 24 Parganas,

Kolkata- 700153, now within the limits of the Rajpur Sonarpur Municipality, Ward No. 31, under Holding No. 59, Lakegarden, Police Station- Sonarpur now Narendrapur, District Sub-Registrar of South 24-Parganas at Alipore and Additional District Sub-Registrar Garia, District: South 24 Parganas, Rent payable to the Collector, 24-Parganas (South) Govt. of West Bengal and executed the registered Joint Venture agreement on 22.12.2020, being No. 162904738 for the year 2020 with some stipulated conditions particularly mentioned therein for construction of a multistoried building in or upon the said property, more fully and particularly described in the Schedule hereunder written, which has duly registered in the office of the ADSR Garia, at South 24-Parganas, and recorded in Book No. I, Volume No. 1629-2020, Pages from 165727 to 165758, whereby it is inter alia agreed by and between the parties and the Developer shall develop the said Premises commercially on certain terms and conditions clearly cited therein.

IN pursuance of afore said Joint Venture Agreement and to smooth running the development work the owners herein also executed a Development Power of Attorney to jointly appoint **1) SANJOY BOSE, 2) RAJESH BOSE**, both are sons of Late Dulal Bose resident of Peyarabagan, Rajpur-Sonarpur (M), P.O. Laskarpur, P.S. Sonarpur (now Narendrapur), Kolkata- 700153, West Bengal, and **3) GOUTAM SARKAR**, son of Late Harinandan Sarkar, resident of Dakshin Laskarpur, Rajpur-Sonarpur (M), P.O. Laskarpur, P.S. Sonarpur (presently Narendrapur), all by Faith- Hindu, by Occupation- Business, by Nationality – Indian, all are partners of **M/S RAJ CONSTRUCTION**, a partnership firm having its registered office at Uttar Ramchandrapur, P.O. Narendrapur, P.S. Sonarpur now Narendrapur, Kolkata- 700103, District – South 24 Parganas, West Bengal, by virtue of Development Power of Attorney, executed on 22.12.2020 being No. 162904744 for 2020, registered in office of A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2020, Page from 165793 to 165819 for smooth running of the construction work of the said property and to sell the developer's allocation the owner herein executed the Development Power of Attorney was executed on 22.12.2020 being No. 162904744 for 2020 which is registered in the office of the A.D.S.R. Garia and the same was recorded in Book No. I, Volume No. 1629-2020, Page from 165793 to 165819.

**AND WHEREAS** in terms of the afore said Joint Venture agreement dated 22.12.2020 and Development Power of Attorney dated 22.12.2020 the Developer herein obtained a

straight III storied sanctioned building plan vide Plan No. 116/CB/31/55 dated 28/10/2021 from the Rajpur Sonarpur Municipality in respect of the schedule "A" land and accordingly the developer **M/S. RAJ CONSTRUCTION**, started to construct the building namely "**HI-TECH END 5**" consisting of flats/units/Car Parking Space upon the said premises at its own costs and expenses according to the sanction plan of Rajpur Sonarpur Municipality and completed the same.

**AND WHEREAS** by virtue of afore said Joint Venture agreement dated 22.12.2020 the Developer herein above is entitled to get the schedule "B" Residential Flat as Developer's share/allocation and empowered to sale having Flat No..... in ..... on ..... measuring about ..... (.....) Square Feet Super Built up area with ..... Flooring consisting of ..... of the straight III storied Building namely "**HI-TECH END 5**" and expressed its desire to sell the Residential Flat together with proportionate land which is morefully and particularly described in the Schedule- B hereunder and the purchasers herein, knowing the intention of Developer, agreed to purchase the same in a marketable price of **Rs. ...../- (.....)** only.

**AND WHEREAS** the purchasers prior to the execution of this presents inspected the land and building and perused all the necessary title deeds, and other relevant papers and documents and being satisfied the purchasers became agreed to purchase a Residential Flat having Flat No. \_\_\_\_ in \_\_\_\_ side on \_\_\_\_ Floor measuring about \_\_\_\_\_ Square Feet Super Built up area with Marble Flooring consisting of Two Bed Rooms, One Kitchen cum Dining Room, One Balcony, One W.C. and One Toilet of the III storied Building namely "**HI-TECH END 5**", for a total consideration of price of **Rs. ...../- (.....)** only to the Developer and the Vendor and Developer herein have allotted the same in favour of the Purchasers herein with some stipulated terms and conditions mentioned thereon and herein.

**AND WHEREAS** the Owner/Vendor herein declare that -

- i) The Owner/Vendor is the absolute Owner of the aforementioned property and no one else has any right, title, interest over the same.
- ii) The Owner/Vendor and Developer have not entered into any agreement for sale with anyone else except the purchasers herein and the said property is not the subject matter any court case, attachment, lien, mortgage, acquisition,

requisition etc, and the same is free from all sorts of encumbrances.

**AND WHEREAS** believing the aforesaid declaration of the Owner/Vendor to be true, the Purchasers herein have agreed to purchase a Residential Flat having Flat No. ..... in ..... on ..... measuring about ..... (.....) Square Feet Super Built up area with Marble Flooring consisting of ..... of straight III storied Building namely "**HI-TECH END 5**", more fully and particularly described in the Schedule "B" hereunder written together with the proportionate imparibly share in the land on which the building is being constructed (Schedule "A" property) along with all easements rights and rights in the common portions and facilities allotted to the said III storied building, "**HI-TECH END 5**" at Holding No. 59, Lakegarden comprising at L.O.P. No. 209, C.S. and R.S. Dag No. 756(P) and 757(P)at Mouza- Laskarpur, JL No. 57, District- South 24 Parganas, Kolkata- 700153, now within the limits of the Rajpur Sonarpur Municipality, Ward No. 31, Police Station- Sonarpur now Narendrapur, within the jurisdiction of District Sub-Registrar of South 24-Parganas at Alipore and Additional District Sub-Registrar Garia, District: South 24 Parganas, Rent payable to the Collector, 24-Parganas (South) Govt. of West Bengal, for a total consideration price of **Rs.** \_\_\_\_\_ /- (\_\_\_\_\_) only.

**NOW THIS INDENTURE WITNESSETHAS FOLLOWS:-**

**IN** pursuance of Agreement for Sale dated \_\_\_\_\_ between Owner, Developer and Purchasers, the Purchasers herein paid the total consideration money amounting to Rs. \_\_\_\_\_ /- (\_\_\_\_\_) only is being the lawful money of the Union of India well and truly paid by the Purchasers to the Developer as stated above on or before execution of these presents and that the full consideration money of the same (the receipt whereof the owner/developer does hereby admit and acknowledge the same as per memo of consideration hereunder written) and of and the same and every part thereof the Vendor does hereby acquit, release and forever discharge the said Purchasers as the said land hereby transferred the Vendor does hereby and hereunder grant convey, sell, transfer, assign and assure unto and to the use of the Purchasers together with the delivery of 'Khas' vacant possession of the said Residential Flat free from all sorts of encumbrances ALL THAT piece and parcel of said Residential Flat having Flat No. \_\_\_\_\_ in \_\_\_\_\_ side on First Floor measuring about \_\_\_\_\_ Square Feet Super Built up area with Marble Flooring consisting of 2 Bed Rooms, 1 Kitchen cum Dining Room, 1 Balcony, 1 W.C. and 1 Toilet of the III

storied Building namely "**HI-TECH END 5**" together with proportionate share of land and common parts of the property and all Easement rights over the "B" Schedule Property which includes service and common areas and civic amenities as to be provided in the said building also included the brick work, flooring, electrical works, sanitary and plumbing materials, and it's fittings which is already fixed and installed within the said land measuring about more or less 03 (Three) Cottah 0 (Zero) Chittak 0 (Zero) Square Feet and III storied building thereon namely "**HI-TECH END 5**" standing thereon and situated at Holding No. 59, Lakegarden comprising at L.O.P. No. 209, C.S. and R.S. Dag No. 756(P) and 757(P) at Mouza- Laskarpur, JL No. 57, District- South 24 Parganas, Kolkata- 700153, now within the limits of the Rajpur Sonarpur Municipality, Ward No. 31 under Holding No. 59, Lakegarden, Police Station- Sonarpur now Narendrapur, within the jurisdiction of District Sub-Registrar of South 24-Parganas at Alipore and Additional District Sub-Registrar Garia, District: South 24 Parganas, Rent payable to the Collector, 24-Parganas (South) Govt. of West Bengal, by way of purchase which is more fully and particularly mentioned in the Schedule "A" hereunder written together with all sorts of easement rights over the common passage and all the estate, right, title, interest claim and demand whatsoever of the Vendor into or upon the said property and every part thereof **TO HAVE AND TO HOLD** the said Residential Flat hereditaments and property together with the right and privileges appurtenant thereto as aforesaid unto and to the use of the said Purchasers absolutely and forever according to the nature and tenure thereof and the said Vendor doth hereby covenant with the said Purchasers that notwithstanding any act, deed, matter or thing whatsoever by the said Vendor being done or executed or knowingly suffered to the contrary the said Vendor now hath in their good, right, full power, absolute authority to grant transfer, mortgage, sale and convey the said property hereditaments and property hereby granted transferred, sold and conveyed or expressed and intended so to be unto and to the use of the Purchasers herein and the Purchasers shall and may at all times hereafter peacefully and quietly enter upon possess and enjoy the said land hereditaments and property and shall be able to receive all rents issues and profits arising out thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the said Vendor or any person or persons lawfully and equitably claiming from under or in trust for the Vendor and that free and clear and/or freely and clearly and absolutely acquitted, exonerated and released the Vendor and/or other and kept harmless and sufficiently indemnifies of from and against all manner of claims, charges, liens, debts, attachments

and encumbrances whatsoever created made done occasioned or suffered by the Vendor or by any persons or persons having lawfully or equitably claiming any estate or interest whatsoever in the said land, hereditaments and property or any part thereof from under or in trust for the said Vendor shall and will from time to time and / or at all times hereafter and at the request and costs of the said Purchasers, do and execute or caused to be done and executed all such acts deeds and things of whatsoever manner or nature for further and more perfectly assuring the said land hereditaments and property and every part thereof unto and to the use of the said Purchasers in the manner as shall of may be reasonably required at all period of time and the said Vendor doth hereby further covenant with the said Purchasers that save and except documents which are being handed over to the Purchasers herein at the time of execution of this Deed of Conveyance, shall time to time and at all times hereafter upon and every reasonable requests and costs of the Purchasers and proving the right title and interest of the Purchasers in respect of the said land hereditaments and property hereby granted transferred sold and conveyed or expressed or intended so to be or any part thereof and the Purchasers shall have liberty to use the adjacent passage/road and enjoy its easement rights fully and shall have right to bring electric, telephone, internet, cable, gas, water, drainage and sewerage connection through the said passage/road. The Vendor further declares that the said land is not subject to any acquisition or requisition or court proceeding in any manner whatsoever.

**SCHEDULE – “A” REFERRED TO ABOVE**

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**(Description of Land)**

**ALL THAT** piece and parcel of a plot of 'Bastu' land measuring more or less 03 (Three) Cottah 0 (Zero) Chittak0 (Zero) Square Feet, comprising at **L.O.P. No. 209, C.S. and R.S. Dag No. 756(P) and 757(P)**, at **Mouza- Laskarpur**, JL No. 57, District- South 24 Parganas, Kolkata- 700153, now within the limits of the **Rajpur Sonarpur Municipality**, Ward No. 31, under Holding No. 59, Lakegarden, Police Station-Sonarpur(now Narendrapur) within the jurisdiction of District Sub-Registrar of South 24-Parganas at Alipore and Additional District Sub-Registrar Garia, District: South 24 Parganas, Rent payable to the Collector, 24-Parganas (South) Govt. of West Bengal, together with all sorts of easement rights, title, interest, possession over the property and Roads, Common Passages adjacent to **Lake Garden Road** with the rights of ingress and egress to the property. The “**Said Land**” butted and bounded in following manner:

**ON THE NORTH** : By 16 Feet wide Road adjacent to Lake Garden Road

**ON THE SOUTH** : By LOP No. 43

**ON THE EAST** : By LOP No. 210

**ON THE WEST** : By LOP No. 208

**SCHEDEULE – “B” REFERRED TO ABOVE**

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**(Description of Flat)**

**ALL THAT** piece and parcel of a **Residential Flat** at “**HI-TECH END 5**”, having **Flat No.** \_\_\_\_\_ in \_\_\_\_\_ **side** of the building on \_\_\_\_\_ **Floor** measuring about \_\_\_\_\_ **Square Feet Super Built up area** with **Marble Flooring** consisting of Two Bed Rooms, One Kitchen cum Dining Room, One Balcony, One W.C. and One Toilet and cover parking no. .... with space 135 sq. ft. in the straight **III** storied building **without Lift facilities** constructed as per sanctioned Building Plan No. 116/CB/31/55 dated 28/10/2021 issued by Rajpur Sonarpur Municipality at Holding No. 59, Lakegarden, P.S. Narendrapur (Sonarpur previously), Kolkata- 700153 within the limit of Rajpur Sonarpur Municipality, Ward No. 31, together with common parts and Easement right over the Schedule- ‘A’ Property which includes service and common areas and civic amenities as to be provided in the said building within the said area out of the Schedule- A hereinabove written, together with undivided proportionate share of said land and all common rights and common service and all fixtures and fittings, electrical and plumbing installation, more fully mentioned herein under and it is needed to mention herewith that the **Said Flat** belongs to the **Developer’s Allocation** and shown with **Red** Border Line in Annexed Site Plan which will be treated as a part of this conveyance deed and the same is butted and bounded by-

**On the North** Common space of the building open to air

**On the South** Common space of the building open to Air

**On the East** Common space of the building open to Air

**On the West** Flat No. 2B, Lobby and Stair Case

**SCHEDULE - "C" REFERRED TO ABOVE**

## **(Common Rights, areas and facilities)**

1. The foundations, columns, beams, supports, main wall, corridors, lobbies, common underground water tank, stair case and stair ways, overhead, water tank, entrance Lobby, steps, and exits of the building, top roof.
2. Common paths, passages and main entrance to the premises and the building.
3. Boundary walls and main gates.
4. Drainage and sewerage lines and septic Tank, Soak Pit and other installations for the same (except only those installed within the exclusive area of any flat and/or exclusive for its use).
5. Electric wiring and other fittings, fixtures, lights, switches of the common area of the said building at ground floor (excluding only those installed with the exclusive area of any flat and/or exclusive and/or exclusive for its use).
6. Meter space, water pump space, water reservoirs both underground and overhead, on roof and water pipes together with all common plumbing installations for carriage of water (except only those exclusive within for the exclusive use of any flat).
7. Open to sky area within the said premises.
8. Such other fittings, equipment and fixtures which are being used commonly either for the common purpose or needed for using the individual facilities / amenities.
9. Such other common parts, equipments, installations, fittings, fixtures and spaces in or about the land and the buildings as may be necessary for passage to and/or user the common by the co-owners.

**SCHEDULE - "D" REFERRED TO ABOVE**

(Easement and quasi-easements rights for the Purchaser/s)

1. The rights in common with the other Purchaser/s for the use of common parts for ingress in and egress out.
2. The rights of passage in common with other Purchaser/s to get gas, electricity, water connection, water, telephone connection, cable T.V. & broadband connection etc. from and to any other flats or common parts through pipes, drains, wires,

conduits lying or being in under through or over the said flat/unit as far as may be reasonably necessary for the beneficial use and occupation of the other parts of the building.

3. The right with or without workmen and with the necessary materials to enter from time to time to the other flats/unit for the purpose of repairing so far as may be necessary, pipes, drains, wires, and conduits as foresaid provided always that save in the case of emergency the Purchaser/s shall give a prior forty eight hours written notice to the other Co-purchasers/Vendor(s)/Holding Organization of the intention for such entry as aforesaid.
4. The right to form Owners' association (Registered/unregistered) for smooth running the maintenance and protection of the building and enjoy the common facilities, complying with the requirements of and directions of any competent authority and with the provisions of all statutes, regulations, orders and bye-laws relating to the management and maintenance of the buildings at the said premises.
5. The right to collect and bear through Owners' Association (Registered/unregistered) the costs and expenses of maintaining, repairing, redecoration and renewing and all other expenses for common areas of the new buildings in the complex, the boundary walls, the main structure and in particular the roof, drains, gutters and water pipes for all purposes, electric installations, cables and wires in under and upon the said building and enjoyed and used by the Purchaser/s in common with the occupiers or serving more than one flat/other saleable spaces at the new buildings in the complex.

**THE SCHEDULE "E" ABOVE REFERRED TO**

**[Common Expenses & Maintenance]**

1. All the owners are bound to pay the common expenses fixed by the owners or owners association with effect after one year from the date of registration of the Residential Flat or physical possession handover whichever is earlier.
2. All costs of maintenance, operating, replacing, repairing, white washing, maintaining, redecorating, reconstructing and/or lighting the common portions in the building including their outer walls.

3. The salary of all persons employed for common purposes including durwans, security personnel, sweepers, plumbers, electricians etc.
4. Insurance premium for insuring the building.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Municipal Tax, water tax and other levies in respect of the premises and the Building save those separately assessed on the Purchaser/s.
7. Cost of formation and operation of the Association/ Society.
8. Expenses and deposits for supplies of common utilities to the co-owners.
9. Expenses of any Litigation, if any, incurred for the common purposes.
10. Welter pumps maintenance and their repairing.
11. Other common installations.
12. Other taxes and levies and all other outgoings have those separately assessed or incurred in respect of any common unit/space.
13. Cost of maintenance, operation of Generator if any.

**THE SCHEDULE “F” ABOVE REFERRED TO**  
**[Obligations to the owner/s]**

- Sales Tax / GST/service tax/ or any other out goings levied by the Government from time to time will be realized from the Flat/Unit/ Car parking Space (Garage) owners if applicable.
- Owners should form and join with Owners' Association (Registered/unregistered) within one year from the date of possession handover or the registration of the Flat/Unit/Car parking Space which is earlier.
- Maintenance charge will be imposed after one year from the date of execution of deed of conveyance or physical handover of possession of the Flat/Unit/Car parking Space owners by Owners' Association as decided by them prior to mutual discussion with owner/s in “**HI-TECH END 5**”.
- Maintenance charge will be applicable after one year from the date of execution of deed of conveyance or physical handover of possession which is earlier.
- No different Colour can be use by the owners of Flat/Unit/Car parking Space in any space of the outside of the building and any additional installation on building

structure will only can be done prior to consent of Developer.

- In case of mutation of Flat/Unit/Car parking Space will be assisted by Developer in favour of flat owners if required and cost of the same will be paid by the Flat/Unit/Car parking Space owners.

**IN WITNESS WHEREOF** the parties hereunto set and subscribed their respective hands on this day month and year first above written with free consent and sound health, understanding and confirming the above written terms and conditions.

**SIGNED SEALED & DELIVERED**

**In presence of Witnesses-**

1.

2.

**(SIGNATURE OF OWNER/VENDOR)**  
represented by their  
**Lawful constituted Attorneys**

**Drafted by me :**

**(SIGNATURE OF DEVELOPER)**  
represented by its'  
**Partners**

**Computerized by :**

1.

2.

**(SIGNATURE OF THE PURCHASERS)**

**MEMO OF MONETARY CONSIDERATIONS**

**RECEIVED** with thanks of and from the within Purchasers named \_\_\_\_\_ and \_\_\_\_\_, the within mentioned sum of **Rs.** \_\_\_\_\_/- (\_\_\_\_\_) only as of full consideration money as per memo below:-

Chq. No./Draft/RTGS	Date	Drawn on	Amount (Rs.)
<b>Rupees</b> _____ <b>only</b>		<b>Total :</b>	

**WITNESSES :**

1]

2]

RAJ CONSTRUCTION RAJ CONSTRUCTION  
Rajesh Bose Govtam Sarker Ranjy Bora  
Partner Partner

**VENDOR/DEVELOPER**