

DEED OF CONVEYANCE

1. **Date :** _____, 2024
2. **Place :** Kolkata
3. **Parties :**

BY & BETWEEN

(1) SRI ARGHA BANERJEE, PAN BCPPB6593K, Aadhar No.6330 229 9235, son of Late Panchu Gopal Banerjee, by faith Hindu, by occupation Service, **(2) BRI MANILAL BANERJEE, PAN BMRPB2573B, Aadhar No.7182 0423 9690**, son of Late Debicharan Banerjee, by faith Hindu, by occupation Retired, **(3) SRI NIRMAL BANERJEE, PAN AJHPB1077G, Aadhar No.9521 3710 3286, son of late Debicharan Banerjee**, by faith Hindu, by occupation Business, **(4) SRI SASANKA BANERJEE, PAN AOAPB8535P, Aadhar No.5292 8756 3303. son of Late Debicharan Banerjee**, by faith Hindu, by occupation Service, **(5) SMT. TRIPTI BANERJEE, PAN CBYPB2707G. Aadhar No.5689 1525 9440**, wife of Late Sudhanshu Banerjee. by faith Hindu by occupation Housewife, all are residing at 17, Harish Chanda Dutta Road, Village and Post Office Sukchar. Police Station Khardah, Kolkata 700115, District North 24 Parganas, **(6) SMT. CHANDARANI BHATTACHARYA, PAN: AGPPB8376E, Aadhar No.9162 9000 3321**, wife of Basudeb Bhattacharya, daughter of Late Debicharan Banerjee, by faith Hindu, by occupation Housewife, residing at Sainpala. Post Office and Police Station Basirhat, District North 24 Parganas, Pin 743 411, **(7) SMT. SWAGATA CHAKRABORTY, PAN AMIPC00135. Aadhar No.7245 4213 8567**, wife of Sri Basudeb Chakraborty, by faith Hindu, by occupation Housewife, residing at Netaji Park, Sector 2. Sekhpara, South Jagtala Batamore, Maheshtala. District South 24 Parganas, Pin 700141,

All represented by their Constituted Attorney, **M/S. S. S. CONSTRUCTION**, a proprietorship firm having its registered office at 20/B, K. P. Mukherjee Road, Post Office Dakshineswar, Police Station Belgharia, Kolkata 700076, District North 24 Parganas represented by its proprietor **SRI SATYAJIT SARKAR**, son of Arun Sarkar, by faith Hindu, bv nationality Indian, by occupation Business, residing at 20/B, K. P. Mukherjee Road, Post Office Dakshineswar, Police Station Belgharia, Kolkata 700076, District North 24 Parganas, **PAN: ATJPS4433K** and said Development Power of Attorney was registered on 27th January 2020, registered in the office of the AD.S.R. Sodepur in the District North 24 Parganas and recorded in Book No. I, Volume No. 1524-2020, Pages 28726 to 28762, being Deed No. 152400533 for the year 2020.

Hereinafter collectively called and referred to as the **“LANDOWNERS/VENDORS”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART.**

M/S. S. S. CONSTRUCTION, a proprietorship firm having its registered office at 20/B, K. P. Mukherjee Road, Post Office Dakshineswar, Police Station Belgharia, Kolkata 700076, District North 24 Parganas represented by its proprietor **SRI SATYAJIT SARKAR**, son of Arun Sarkar, by faith Hindu, bv nationality Indian, by occupation Business, residing at 20/B, K. P. Mukherjee Road, Post Office Dakshineswar, Police Station Belgharia, Kolkata 700076, District North 24 Parganas, **PAN: ATJPS4433K.**

Hereinafter called. as the **"PROMOTER/ DEVELOPER"**(which terms or expression shall unless :: 3 :: excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, legal representative and assigns) of the **SECOND PART.**

AND

Mr. / Ms. _____,PAN No._____) (AADHAAR NO _____) son / daughter of _____ , aged about _____, By Faith _____, By Nationality _____residing at _____.

Hereinafter called the "Allottee" (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 assignees) of the **THIRD PART.**

The Land owners, Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-**4. Subject Matter of Conveyance:****4.1 Transfer of Said Apartment & and Appurtenances:**

4.1.1 Said Property: ALL THAT piece and parcel of one independent Tiles flooring residential Apartment (with lift facility), being Apartment No._____, **Unit No.** _____ on the _____ **Floor**, in **Block-** _____, measuring an carpet area about _____ square feet equivalent to _____ Square Feet be the same a little more or less of Super Built Up area, lying and situated in the said building complex namely **“Banerjee Enclave”** together with one Open Car parking space measuring about _____ Square feet more or less at Ground Floor at the abovementioned property situated at Panihati Municipality being Municipal Holding No.10 of Ward No. 1, District North 24 Parganas, being premises at 17, Harish Chandra Dutta Road, Sukchar, Police Station Khardah, Kolkata 700115 West Bengal along with proportionate right of common facilities, utilities, benefits and other appurtenance which is to be used as common between all the co-owner of the said property.

5. BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANT:

5.1 Representations and Warranties Regarding Title: The Landowners/Vendors and the Developer/Promoter have made the following representations and given the following warranty to the Purchasers/Allotees regarding title.

WHEREAS the land owners are seized and possessed of and/or otherwise entitled to the land being ALL THAT piece and parcel of bastu land measuring 10 (ten) Cottahs consisting with two storied building measuring about 1000 sq.ft. in each floor comprised in Dag Nos.2701, 2705 & 2706 appertaining to Khatian No.599, 841 & 95, within Mouza Sukchar, Police Station Khardah, within the jurisdiction of Additional District Sub-Registrar at Barrackpore, District North 24 Parganas, within the local limit of Panihati Municipality being Municipal Holding No.10 of Ward No. 1, District North 24 Parganas, being premises at 17, Harish Chandra Dutta

Road, Sukchar, Police Station Khardah, Kolkata 700115, ("**Said Land**") described in the **Schedule – A** herein below.

WHEREAS the said Landowners herein, jointly executed a Registered Development Agreement with the present Developer, **M/S. S. S. CONSTRUCTION**, for constructing a multi storied building complex on the said amalgamated plot of land, with some terms and conditions mentioned in the said Development Agreement. The said Registered Development Agreement was registered on dated 27th January 2020 registered at the office of A.D.S.R. Sodepur, in the District – North 24 Parganas and recorded in Book No. 1, Volume No. 1524- 2020, Pages from 20834 to 20895 bearing being No. 152400403 of the year 2020 and also executed a Registered Development of Power of Attorney, appointing the **M/S. S. S. CONSTRUCTION**, a proprietorship firm represented by its proprietor **SRI SATYAJIT SARKAR**, son of Arun Sarkar, Developer herein, as their Constituted Attorney. The said Power of Attorney was registered on 27th January 2020, registered in the office of the AD.S.R. Sodepur in the District North 24 Parganas and recorded in Book No. I, Volume No. 1524-2020, Pages 28726 to 28762, being Deed No. 152400533 for the year 2020.

WHEREAS the Said Land is earmarked for the purpose of G+3 storied Residential building consisting of Two Towers and the said project shall be known as “ **Banerjee Enclave**” ("Project");

WHEREAS the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

WHEREAS the Kamarhati Municipality , Barrackpore, North 24 Parganas has granted the commencement certificate to develop the Project vide approval dated bearing No. 0917P132522273342;

WHEREAS the Promoter has obtained the final layout plan approvals for the Project from Panihati Municipality being No. 56. Dated 30.06.2023. The Promoter agrees and undertakes that the Promoter shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

Construction of Building Complex namely “Banerjee Enclave” : The said Developer/Promoter, on the basis of the said sanctioned building plan, constructed a multi storied residential building namely **“Banerjee Enclave”** on the said land and which is more fully described in the Schedule - A hereunder written, consisting its Two Blocks namely ‘Block-A, Block-B, respectively.

6. DESIRE OF PURCHASE & ACCEPTANCE AND CONSIDERATION & REPRESENTATION :

- 6.1 Desire of Purchasers/Allotees for purchasing an Apartment from Developer’s Allocation :** The Purchasers/Allotees herein perused and inspected Title Deeds, Registered Development Agreements, Registered Power of Attorney, Building Sanctioned Plan and other related documents in respect of the schedule mentioned property including its amenities and facilities and areas and satisfied herself in regards thereto and approached to the Developer herein, to purchase **ALL THAT** piece and parcel of one independent Tiles flooring residential Apartment (with lift facility), being Apartment No._____, **Unit No.** _____ on the _____ **Floor**, in **Block-** _____, measuring an carpet area about _____ square feet equivalent to _____ Square Feet be the same a little more or less of Super Built Up area, lying and situated in the said building complex namely **“Banerjee Enclave”** together with one Open Car parking space measuring about _____ Square feet more or less at Ground Floor at the abovementioned property, more fully described in the **Schedule B** hereinbelow situated at Panihati Municipality being Municipal Holding No.10 of Ward No. 1, District North 24 Parganas, being premises at 17, Harish Chandra Dutta Road, Sukchar, Police Station Khardah, Kolkata 700115 West Bengal along with proportionate right of common facilities, utilities, benefits and other appurtenance which is to be used as common between all the co-owner of the said property.

[Hereinafter called and referred to as the SAID APARTMENT /SAID PROPERTY].

6.1.1 **Acceptance by Developer:** The Developer/Confirming Party herein accepted the aforesaid proposal of the Purchasers/Allotees and agreed to sell the **SAID APARTMENT/SAID PROPERTY** more fully described in the **Schedule - B** hereunder written, together with land share and share in common portion.

6.1.2 **Consideration:** The total sale consideration of the **SAID APARTMENT** is **Rs.** _____/- (Rupees _____Only) and subsequently the Purchasers/Allotees herein already paid the same to the Developer/Confirming Party herein as per memo attached herewith.

6.1.3 **True and Correct Representations:** The Landowners/Vendors are the absolute and undisputed joint owners of the First Schedule property, such ownership having been acquired in the manner stated above, the contents of which are all true and correct.

7. **LAND SHARE & SHARE IN COMMON PORTIONS:**

7.1 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Apartment more fully described in the Part-I of the Third Schedule hereinafter written (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Apartment bear to the total super built-up area of the Said Building Complex.

7.1.1 **Share In Common Portions :** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building Complex is attributable to the Said Apartment (**Share In Common Portions**), the said common areas, amenities and facilities being described in **Schedule -C** below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Apartment bear to the total super built-up area of the Said Building Complex.

8. **REPRESENTATIONS, WARRANTIES AND COVENANTS REGARDING ENCUMBRANCES :** The Landowners/Vendors and Developer/Confirming Party represent, warrant and covenant regarding encumbrances as follows :

8.1 **No Acquisition/Requisition:** The Landowners/Vendors and Developer/Confirming Party have not received any notice from any authority for acquisition, requisition or vesting of the Said Apartment and/or any part of the property in which the present building complex is lying and declare that the Said Apartment is/are not affected by any scheme of the concerned authority/authorities or Government or any Statutory Body.

8.1.1 **No Encumbrance :** The Landowners/Vendors and Developer/Confirming Party have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Apartment or any part thereof can or may be impeached, encumbered or affected in title.

8.1.2 **Right, Power and Authority to Sell:** The Landowners/Vendors and Developer/Confirming Party have good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the Said Apartment to the Purchasers/Allotees herein.

8.1.3 **No Dues:** No tax in respect of the Said Apartment is due to the concerned authority or authorities and no Certificate Case is pending for realization of any taxes from the Landowners/Vendors and the Developer/Confirming Party herein.

8.1.4 **No Mortgage:** No mortgage or charge has been created by the Landowners/Vendors and the Developer/Confirming Party in respect of the Said Apartment or any part thereof.

8.1.5 **No Personal Guarantee:** The Said Apartment is/are not affected by or subject to any personal guarantee for securing any financial accommodation.

8.1.6 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Landowners/Vendors and Developer/Confirming Party from selling, transferring and/or alienating the Said Apartment or any part thereof.

9. **BASIC UNDERSTANDING:**

9.1 **Agreement to Sell and Purchase :** The Purchasers/Allotees herein has approached to the Developer/Confirming Party and the Landowners/Vendors and offered to purchase the **SAID APARTMENT/SAID PROPERTY** from Developer's Allocation and the Purchasers/Allotees based on the representations, warranties and covenants mentioned hereinabove (collectively Representations), has agreed to purchase the Said Apartment from the Developer/Confirming Party and Landowners/Vendors herein through Developer's Allocation, and in this regard, also a registered Agreement for Sale has already been executed in between the parties herein in respect of the said property on 4th April, 2023.

10. **TRANSFER :**

10.1 **Hereby Made :** The Landowners/Vendors and Developer/Confirming Party hereby sell, convey and transfer the Purchasers/Allotees the entirety of their right, title and interest of whatsoever or howsoever nature in the **SAID APARTMENT/SAID PROPERTY** more fully described in the Second Schedule hereinafter written, together with proportionate undivided share of land more fully described in the Part-I of the Third Schedule (**said land share**) and also together with all easement rights for egress and ingress of all common spaces, amenities and facilities (**said common portion**) in the said building complex, described and referred in the Part-II of the Third Schedule hereinafter written and Floor Plan of the said Apartment is attached herewith.

10.1.1 **Consideration :** The aforesaid transfer is being made in consideration of a sum of **Rs. _____ /- (Rupees _____ Only)** paid by the Purchasers/Allotees to the Developer/Confirming Party herein, receipts of which the

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

11. **TERMS OF TRANSFER :**

11.1 **Salient Terms :** The transfer being effected by this Conveyance is :

11.1.1 **Sale :** A sale within the meaning of the Transfer of Property Act, 1882.

11.1.2 **Absolute :** Absolute, irreversible and perpetual.

11.1.3 **Free from Encumbrances :** Free from all encumbrances of any and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lispendens, uses, trusts, prohibitions, Income Tax Attachments, Financial Institution charges, reversionary rights, residuary rights, statutory prohibitions, acquisitions, requisitions, vesting's and liabilities whatsoever.

11.2 **Subject to :** The transfer being effected by this Conveyance is subject to :

11.2.1 **Indemnification :** Indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and authority to sell and this Conveyance is being accepted by the Purchasers/Allotees on such express indemnification by the Landowners/Vendors and Developer/Confirming Party about the correctness of their title and the representation and authority to sell, which if found defective or untrue at any time, the Landowners/Vendors and Developer/Confirming Party shall at cost of the Purchasers/Allotees, forthwith take all necessary steps to remove and/or rectify.

11.2.2 **Transfer of Property Act :** All obligations and duties of Landowners/Vendors and Developer/Confirming Party and the Purchasers/Allotees as provided in the Transfer of Property Act, 1882, save as contracted to the contrary hereunder.

11.2.3 **Delivery of Possession:** Khas, vacant and peaceful possession of the Said Apartment have been handed over by the Landowners/Vendors and Developer/Confirming Party to the Purchasers/Allotees, which the Purchasers/Allotees admits, acknowledges and accepts.

11.2.4 Outgoings : All statutory revenue, cess, taxes, surcharges, outgoings and levies of or on the Said relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners/Vendors and Developer/Confirming Party with regard to which the Landowners/Vendors and Developer/Confirming Party hereby indemnify and agree to keep the Purchasers/Allotees fully and comprehensively saved, harmless and indemnified.

11.2.5 Holding Possession : The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Purchasers/Allotees and her heirs, executors, administrators, representatives and assigns, shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Apartment and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchasers/Allotees, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Landowners/Vendors and Developer/Confirming Party or any person or persons lawfully or equitably claiming any right or estate therein from under or in trust from the Landowners/Vendors and Developer/Confirming Party.

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

11.2.7 Further Acts: The Landowners/Vendors and Developer/Confirming Party hereby covenant that the Landowners/Vendors and Developer/Confirming

Party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and cost of the Purchasers/Allotees and/or her successors-in-interest, does and executes or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Said Property.

SCHEDULE 'A' ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

(SAID PROPERTY)

ALL THAT piece and parcel of bastu land measuring 10 (ten) Cottahs consisting with two storied building measuring about 1000 sq.ft. in each floor comprised in Dag Nos.2701, 2705 & 2706 appertaining to Khatian No.599, 841 & 95, within Mouza Sukchar, Police Station Khardah, within the jurisdiction of Additional District Sub-Registrar at Barrackpore, District North 24 Parganas, within the local limit of Panihati Municipality being Municipal Holding No.10 of Ward No. 1, District North 24 Parganas, being premises at 17, Harish Chandra Dutta Road, Sukchar, Police Station Khardah, Kolkata 700115, ("**Said Land**") and butted and bounded as under :

ON THE NORTH : By House of Late Gajen Saha

ON THE SOUTH : By House of Anil Banerjee and Renuka Ganguly;

ON THE EAST : By 6 Feet wide common Passage and Shiv Mondir

ON THE WEST : By House of Bhim Shet.

SCHEDULE 'B' – DESCRIPTION OF THE APARTMENT

(Said Apartment)

ALL THAT the Residential Apartment (Under Construction)being No '___' on Block: ___ having an area of _____ Square feet be the same a little more or less (Carpet Area) corresponding to _____ Square feet be the

same a little more or less (Built up area) corresponding to _____ Square feet be the same a little more or less (Super Built-Up area) situated on the _____ Floor together with one Open Car parking space measuring about _____ Square feet more or less at Ground Floor at the abovementioned property situated at Panihati Municipality being Municipal Holding No.10 of Ward No. 1, District North 24 Parganas, being premises at 17, Harish Chandra Dutta Road, Sukchar, Police Station Khardah, Kolkata 700115 West Bengal along with proportionate right of common facilities, utilities, benefits and other appurtenance which is to be used as common between all the co-owner of the said property.

SCHEDULE - C

(Common areas/Proportions)

The common areas and facilities so to be enjoyed by the landowners along with other flat owners of the building in common and mentioned in the present agreement shall include :

1. Areas:

- a) Entrance and exists to the premises and the new constructions.
- b) Boundary walls and main gates of the premises.
- c) Staircase and Lobbies on all floor of the new constructions d)
Entranced Lobby
- (3) Lift.**

2. Water, Plumbing and drainage:

- a) Drainage and Sewage lines and other installations for the same b)
Water supply system.
- c) Water Pump, underground and overhead water reservoir together with all plumbing installations for carriage of water.

3. Electrical Installations:

- a) Electrical wiring and other fittings.
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving electricity from suppliers and meters for recording the supply.

4. Others:

- a) Such other common parts, areas, equipment's, installations fittings, fixtures and spaces in or about the premises and the new constructions as are necessary for passage to and/or user of units in common by the flat owners.
- b) Ultimate roof of the New building.

SCHEDULE - D

MANNER OF COMPLETION OF FLAT

(SPECIFICATION)

A. STRUCTURAL WORK:

- 1. Earth work in excavation upto 2.0 M deep from the existing ground level.
- 2. Compacted yellow fine sand filling.
- 3. Lying polythene sheet in foundation.
- 4. 75 mm thick plain cement concrete (1:3:6) with 19 mm down stone chips.
- 5. RCC strip footing foundation and RCC stool column (250) mm x 250 mm) at required position and tie beams at ground level with M-20 grade of concrete and the Fe-500 grade of 15 approved steel (TATA) with a provision of foundation of G+3 storied building.
- 6. RCC framed structure (column, beam, slab, staircase) with the M-20 grade of concrete and the Fe-500 grade of 15 approved steel (TATA) and approved cement (Ultratech, Lafarge, ACC).
- 7. 250 mm thick brick work with (1:6) cement sand mortar in foundation, superstructure. plinth and external walls of the
- 8. RCC semi underground and RCC overhead reservoirs of required capacity as per the sanctioned building plan.
- 9. Back filing of earth in foundation trenches and compacted the same.

B. FINISHING WORK:

- 1. Plastering work
 - a. 10 mm thick (1:4) cement mortar plaster in ceiling.
 - b. 15 mm thick (1:6) cement mortar plastering in internal wall.
- . FINISHING WORK:

- 1. Plastering work

- a. 10 mm thick (1:4) cement mortar plaster in ceiling.
- b. 15 mm thick (1:6) cement mortar plastering in internal wall.
- c. 20 mm thick (1:6) cement mortar plastering in external wall with necessary chemical.

2. Flooring work:

- a. Upto 600 mm x 600 mm white marble floor Tiles (Marwa Variety) in all rooms and kitchen including 100 mm high skirting pink marble will be used in all toilets. Skirting and margin with green marble.
- b. 300 mm x 200 mm ceramic tiles on the dado of toilets (upto 210 mm height) and top of cooking platform (750 mm height) (Vermora, Somani).
- c. Marble floor on staircase, treads and landing.
- d. Ordinary grey cement floor (APS) on lift machine room, caretaker's room, open car parking area and open area.
- e. Crazy floor with grey cement, marble strips, marble chips and broken marble with necessary water proofing compound on roof.
- f. Granite (grey) stone on the top of cooking platforms.
- g. Black stone structure for cooking platform.

3. Steel work:

- a. Window grill: 19 mm x 6 mm M.S. grill (1.2 kg. per sft.) in all window opening (without box pattern).
- b. Balcony designed balcony and stair railing 1.0 m high) (1.2 kg. per sq.ft.) square bar 19 mm / 12 mm.
- c. Collapsible gate 2 Nos. of collapsible gates at the
- d. M.S. Gate with 25 mm M.S. square bars for hinge portion and for other portion, 19 mm x 5 mm with M.S. Bar.
- e. Steel glazed windows for caretaker's room, its toilet and lift machine room's window.

4. Wood work:

- a. 100 mm x 65 mm Malaysia Sal wood frames for doors except balcony's frame (125 mm x 65 mm)
- b. 35 mm thick hot pressed phenol bonded commercial flush door shutters for all doors including caretaker's room and toilets etc.
- c. 35 mm thick gamari wood glazed door / window shutter in balconies.

d. 75 mm x 65 mm wooden hand rail (Gamari wood) for stair railing including 2 coats of synthetic paints.

e. Aluminum sliding window in each stair landing and for all windows except caretaker's rooms its toilet and lift machine room.

5. Door Fittings:

a. Main Door 4 nos. 4" steel hinges 1 no 300 mm aluminum / steel tower bolt, 2 no 150 mm aluminum handle. 1 no foot door stopper, 1 no magic eye, 1 no Godrej mortice lock, 1 no rubber buffer.

b. Other Doors: 3 nos. 4" stainless steel hinges 2 nos. 150 mm Aluminum / steel tower bolt, 2 nos. aluminum / steel handles, 1 no foot door stopper, 1 no rubber buffer. 1 no aluminum steel hasbolt except toilet and kitchen.

c. Toilet / W. C. Doors: 3 nos 4 stainless steel hinges 3 no 150 mm aluminum / steel tower bolt, 2 nos 150 mm aluminum / steel handle, 1 no rubber buffer.

6. Painting work:

a. Cement putty work in all bedrooms, drawings-cum- dining, toilets, kitchen and balconies.

b. Plaster of paris work in staircase area

c. Exterior paint 2 coats whether shield over one coat of cement based paint.

d. 2 coats of synthetic enamel paints on 1 coat of primer on all steel surface.

e. 2 coats of synthetic enamel paints on 1 coat of primer on all wooden surface.

f. 2 coats of white wash in caretaker's room, its toilet, lift machine room and lift well.

Water proofing cement based paint of approved quality in open car parking area.

7. Reservoir:

a. Semi-underground and overhead reservoirs will be of RCC type as per the sanctioned plan.

8. Boundary & Parapet Wall:

a. Boundary wall 1500 mm high 125 mm x 200 mm RCC column at 10'-0" c/c and 125 and 125 mm thick filler brick wall, both side plasters with M.S. gates.

b. Parapet wall 125 mm x 150 mm RCC pillar at 3.0 m apart and 125 mm thick brickwork with cement mortar (1:4) with a 1:2:4 P.C.C band over brickwork & R.C.C. as per elevation of the building.

9. Sanitary & plumbing:

- a. UPVC pipe and fittings for soil and waste lines.
- b. PVC pipe and fittings for rain water lines.
- c. S.W. earthen pipe for sewerage line.
- d. White vitreous floor mounted E.P.W.C. slick with P. Trap (Hindware / Parry) with white P.V.C. Cistern (Parry slimline).
- e. White vitreous wash basin (Hindware / Parry) with pedestal.
. All water line G.1. (Medium TATA) pipe with hot and cold system in shower and wash basin. Internal water line will be concealed and external will be exposed.
- g. All C.P. fittings will be 'ESSCO' in all toilets of all flats.
- h. Hot and cold mixture in shower, wash basin, all bibcock, stop cock will be ESSCO make except caretaker's room where all taps will be of P.V.C. and water line will be P.V.C. with ordinary Indian W.C. and with P.V.C. Cistern.

10. Electrical work:

- a. All electrical line will be concealed type through P.V.C. conduit.
- b. All cable / wire will be copper (Havells / Finolex) make.
- c. All switches will be piano type (Pretty / color / Anchor make) over Bakelite cover and M.S. Box.
- d. 3 phase M.C.B. (Havells) will be provided for circuits in each flat and main switch (Havell's) will be provided for each flat and for the common purpose.
- e. Electrical Points:
 - i. Bedrooms 2 light points, 1 fan point, 1-5A and 1 5/15A Plug 'point, 1 no foot lamp point.
 - ii. Drawing room 4 light points, 2 fan points, 1-5A and 1-5/15A plug points and 1 T.V. point and 1 no 15A Fridge point.
 - Kitchen 1 light point, 1-5A and 1-15A plug. point, 1 point for exhaust fan.
 - iv. Toilet 1 light point, 1 no 15A Geyser point and 1 exhaust fan point.
 - V. Balcony: 1 light point in each balcony.
 - vi. Call bell point in main entrance of each flat.
 - vii. OpenCar Parking: 8 no light points and 8 no 5A plug point.
 - viii. Stair 1 no light point in each stair landing.
 - ix. Care taker's room 1 light point and 1 fan point in caretaker's room and 1 no light point in caretaker's toilet.

X. 1 no of A.C. point will be provided in each bed room in each flat.

xi. Lift.

THE SCHEDULE - E
[Common Expenses / Maintenance Charges]

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities of the building/complex.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the building/complex.
3. Association: Establishment and all other capital and operational expenses of the Association of the Apartment owners of the building/complex.
4. Litigation: All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions of the building/complex.
5. Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the said building/complex].
6. Insurance: Insurance of the building against earth-quake, fire, mob, violence, riots and other natural calamities if any.
7. Operational: All expenses for running and operating all machinery, equipments and installations comprised in the common portions, including changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions of the building/complex.

8. Rates and Taxes: Municipal Tax, Surcharge, Water Tax and other levies in respect of the said building/complex save those separately assessed on the buyer/s.
9. Staff: The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits of the building/complex.

THE SCHEDULE - F

[Rights and obligations of the Purchasers/Allotees]

Absolute User Right :

The Purchasers/Allotees shall have full, complete and absolute rights of use in common with the other owners and/or occupiers of the different Apartment & car parking space of the building/complex :

The common areas and amenities as described in the Fourth & Fifth Schedule hereinbefore.

Keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said Apartment & car parking space including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the Purchasers/Allotees shall have to maintain the floor of the said Apartment & car parking space, so that it may not cause leakage or slippage to the floor underneath.

Obtaining telephone connection to the said Apartment as well as the right of fixing television antenna and/or Radio Serials on the roof of the said property and for this purpose, the Purchasers/Allotees shall have the right of digging, inserting and for fixing plug and supporting clumps in all portions of the said

property provided always that the Purchasers/Allotees shall restore forthwith such dug up holes or excavations at her own costs and expenses.

Maintaining, repairing, white washing or painting of the door and windows of the said Apartment in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.

Mutating their name as owner of the said property in the records of the Government or local Authority and/or have the said property separately numbered and assessed for taxes.

Absolute proprietary rights such as the vendors/developer derives from their title save and except that of demolishing or committing waste in respect of the property described in schedule in any manner, so as to effect the vendors/developer or other co-owners, who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.

Sell, mortgage, gift, lease or otherwise alienate the said property hereby conveyed.

To take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the property hereby purchased.

Right to park one small sized car in the car parking space without disturbing the other car parking space owners of the building. The car owner will be bound to accommodate his/her car with other car owners as and when needed.

Obligations:

The Purchasers/Allotees shall not store any inflammable and/or combustible articles in the said Apartment & car parking space, but excluding items used in kitchen and personal purpose.

The Purchasers/Allotees shall not store any rubbish or any other things in the stair case and not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building/complex.

The Purchasers/Allotees shall not make any additions and alterations in the property, whereby the main building/complex may be damaged, but the Purchasers/Allotees shall be entitled to erect wooden partition only in the said Apartment for the purpose of her requirement.

The Purchasers/Allotees shall also pay her proportionate share for insurance of the building/complex for earthquake, fire, mob, violence and commotion alongwith maintenance charges of the said property as decided by the members of the Society with all required proposal and consent.

The Purchasers/Allotees will not allow to construct any kind of partition in the said car parking space.

The Purchasers/Allotees will not fix and/or construct any shed/shutter over the open space of the said car parking space.

The Purchasers/Allotees use the said car parking space as it is condition as the developer constructed in the said building.

The Purchasers/Allotees must allow the other car parking space owners for free access or free moving of his/her/their car in the building/complex.

Not to make any objection for fixation of dish antennas in the part of the ultimate roof of the building/complex by the developer and also not to make any objection to the developer and/or its associates for constructing any further floor over the existing floor of the building/complex.

THE SCHEDULE - F

[Easements and Quasi Easements]

1. The right of common parts for ingress in and egress out from the units or building/complex or premises.
2. The right in common with the other Purchasers/Allotees to get electricity, water connection from and to any other unit or common parts through pipes, drains, wires connection lying or being in under through or over the

sold unit as far as may be reasonably necessary for the beneficial use and occupation of the respective unit/Apartment and/or parts and/or common areas.

3. The right of protection for other parts of the building/complex by all parts of the unit/Apartment as far as it is necessary to protect the same.
4. The right of the enjoyment of the other parts of the building/complex.
5. The right with or without workmen and necessary materials to enter from time to time upon the unit/Apartment for the purpose of repairing as far as may be necessary for repairing.
6. Such pipes, drains, wires and as aforesaid provided always that save in cause of the emergency Purchasers/Allotees shall be given prior notice in writing of the intention for such entry as aforesaid.

IN WITNESS WHEREOF The parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata in the presence of:

1.

Landowner/Vendor

2.

Represented their constituted

Attorney

SIGNED, SEALED AND DELIVERED

By the parties at Kolkata

In the presence of

1.

PURCHASERS/ALLOTEES

2.

DEVELOPER/PROMOTWER

Drafted By

MEMO OF CONSIDERATION

Received with thanks from the above named Purchasers/Allotees, a sum of **Rs. _____/- (Rupees _____)** towards the total consideration of the said Apartment, which is more fully described in the **Schedule - B** hereinabove written, together with right to use One Open Car Parking (If Any) undivided proportionate share of land more fully mentioned in the First Schedule hereinbefore written as per money receipts given to the Purchasers/Allotees.

Date	Bank & Branch	CHEQUE/DD/RTGS /NEFT/IMPS/UPI- REF.NO:-	Amount (RS.)
TOTAL			Rs. _____/-

(Rupees _____) Only.

Witnesses:-

1.

2.

DEVELOPER/PROMOTER