

## ***DEED OF CONVEYANCE***

***THIS DEED OF CONVEYANCE*** is made this the .....day of  
....., two thousand .....

**NIRMAN CONSTRUCTION**

*George Gordon*  
**Proprietor**

(01-a) **MRS. LAXMI SARKAR**, (PAN- OKCPS2881F), wife of Late Sudhir Sarkar, by occupation-House wife, (01-b) **MRS. KAKALI SARKAR**, (PAN- OLDPS8192H), daughter of Late Sudhir Sarkar and wife of Sri Bablu Sarkar, by occupation- House wife, (01-c) **MR. SANJIB SARKAR**, (PAN- GYHPS4172N), son of Late Sudhir Sarkar, by occupation- Service, (02) **MR. BABLU SARKAR**, (PAN- EUGPS6778M), by occupation- Service, (03) **MR. NETAI SARKAR** alias **NTAI SARKAR**, (PAN- BBDPS4447Q), by occupation- Business, (04) **MR. GOUR SARKAR**, (PAN- AUCPS5955L), Sl. No. 2, 3 & 4 sons of Late Pran Ballav Sarkar, by occupation-Business, (05) **MRS. MINA MALLICK**, (PAN- DTVPM1791R), wife of Sri Shyamal Mallick and daughter of Late Pran Ballav Sarkar, by occupation - House wife and (06) **MRS. SABITA SARKAR**, (PAN- IFKPS4049G), wife of Sri Subhas Sarkar and daughter of Late Pran Ballav Sarkar, by occupation- House wife, all are by faith- Hindu, by Nationality- Indian, residing at 141, Raja Rajendra Lal Mitra Road, P.S. & P.O.- Beliaghata, Kolkata-700 010, hereinafter referred to as the **OWNERS** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, successors, representatives & assigns) of the **FIRST PART**.

**A N D**

**M/S. NIRMAN CONSTRUCTION**, a Proprietorship firm, represented by its Proprietor **SRI GOUR SARKAR (PAN- AUCPS5955L)** son of Late Pran Ballav Sarkar, by occupation-Business, by faith- Hindu, by Nationality- Indian, Office and residential Address at 141, Raja Rajendra Lal Mitra Road, P.S. & P.O.- Beliaghata, Kolkata- 700 010, herein after referred to as the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the context be

deemed to mean and to include his respective heirs, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**A N D**

**MR.** ..... ( **PAN-** ..... / **AADHAAR-** ..... / **MOBILE-** ..... ), son of Sri / /Late ..... , by occupation- ..... , by faith- ..... , by Nationality- Indian, residing at ..... , P.S.- ..... , P.O.- ...., Kolkata- ..... , hereinafter referred to as the **PURCHASER** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, successors, executors, administrators, representatives and assigns) of the **THIRD PART**.

**WHEREAS** one **MR. MANOMOHAN SARKAR**, son of Late Janaki Sarkar and **MRS. HANSI RANI DAS**, daughter of Mr. Manomohan Sarkar, wife of Mr. Pran Ballav Das, both are by faith- Hindu, by Nationality- Indian, residing at 19/H/3, Beliaghata Main Road, P.S. & P.O.- Beliaghata, Kolkata-700 010, by an Indenture on 06-03-1964, the land measuring about 2 Cottahs 4 Chittacks i.e. 1,620 sq. ft. (more or less) and 2 Cottahs 4 Chittacks i.e. 1,620 sq. ft. (more or less), total 4 Cottahs 8 Chittacks i.e. 3,240 sq. ft. (more or less), lying and situated at 141, Raja Rajendra Lal Mitra Road, P.S.& P.O.- Beliaghata, Kolkata- 700 010, Ward No.-34, Holding No.- 76 G, Dihi Panchannagram, Divn.- 3, sub-divn.- 9, Mouza - Nijo Surah Gram, from (01)

**MR. NIRMAL CHANDRA NAG, (02) MR. BIMAL KUMAR NAG, (03) MR. PURNA CHANDRA NAG and (04) MR. TARUN KUMAR NAG,** all are sons of Late Basanta Kumar Nag, residing at 16/2, Noor Md. Lane, Kolkata- 700 009. The said Indenture was registered before the Sub Registrar, Sealdah, (S) 24- Parganas and recorded in Book No.- I, Volume No.- 28, Pages from 247 to 255, Being No.- 11453, for the year 1964.

**AND WHEREAS** the said **MR. MANOMOHAN SARKAR** and **MRS. HANSI RANI DAS** are seized and possessed of and/or otherwise sufficiently entitled to **ALL THAT** the piece and parcel of bastu land measuring about 4 Cottahs 8 Chittacks (more or less), lying and situated at 141, Raja Rajendra Lal Mitra Road, Kolkata- 700 010, under KMC Ward No. 34, P.S. & P.O.- Beliaghata, in the District of 24-Parganas (South), together with two storied residential Building standing thereon and all easement rights thereto, free from all encumbrances by paying taxes and revenue to the govt. thereof.

**AND WHEREAS** the said Mr. Manomohan Sarkar, son of Late Janaki Sarkar during his lifetime by a registered Deed of Gift at A.D.S.R. Sealdah, dated : 10-08-1964, recorded in Book No.- I, Volume No.- 35, pages from 244 to 246, Being No. 1659 for the year 1964, gifted his share i.e. 1,620 sq. ft. of the said property to his son-in-law namely **SRI PRAN BALLAV DAS.**

**AND WHEREAS** the said Mr. Pran Ballav Das, passed away on 28-11-1984, leaving behind his only wife namely Smt. Hansi Rani Das, who become the absolute Owner of the aforesaid undivided property left by the said Pran Ballav Das (since deceased).

**AND WHEREAS** thereafter the said Smt. Hansi Rani Das (Passed away on 27-04-1987), during her lifetime made two Nos. of separate **WILL, (No.- 1)** on 20-04-1985 (50 % of her total immovable property, i.e. approx. 1,620 sq. ft.), in favour of her 4 (four) Nephew (sons of her brother i.e. Sri PranBallavSarkar), namely **(01) SRI SUDHIR SARKAR, (02) SRI BABLU SARKAR, (03) SRI NETAI SARKAR** and **(04) SRI GOUR SARKAR** (who will be the joint Owners of 1/4<sup>th</sup> share of the aforesaid undivided property, it was registered at the Office of Sub-Registrar of Assurances, Kolkata, on 22-04-1985 and recorded in Book No.-III, Volume No.- V, Pages from 388 to 393, Deed No.- 180 for the year 1985 and **WILL (No.- 2)** on 26-04-1985 (50 % of her total immovable property, i.e. approx. 1,620 sq. ft.), in favour of her brother's wife namely Smt. Thakur Dasi Sarkar.

**AND WHEREAS** the said Smt. Thakur Dasi Sarkar, wife of Late Pran Ballav Sarkar, passed away on 19-12-2003, leaving behind her 4 (four) sons, namely **(01) SRI SUDHIR SARKAR, (02) SRI BABLU SARKAR, (03) SRI NETAI SARKAR** and **(04) SRI GOUR SARKAR** and 2 (two) daughters, namely **(05) SMT. MINA MALLICK**, wife of Sri Shyamal Mallick and **(06) SMT. SABITA SARKAR**, wife of Sri Subhas Sarkar, who become the joint Owners of 1/6<sup>th</sup> share of the aforesaid undivided property left by the said Thakur DasiSarkar (since deceased).

**AND WHEREAS** an application for Probate in respect of **WILL NO.- 2**, dated : **26-04-1985**, duly granted by the Learned 5<sup>th</sup> Additional District Judge, Alipore on **27-04-1998** in Probate Proceeding No.- **OS-2/90**, in favour of **(01) SRI SUDHIR**

**SARKAR, (02) SRI BABLU SARKAR, (03) SRI NETAI SARKAR and (04) SRI GOUR SARKAR**, Sl. No. 1 to 4- sons of Late Pran Ballav Sarkar & Late Thakur Dasi Sarkar and **(05) SMT. MINA MALICK**, wife of Sri Shyamal Mallick and **(06) SMT. SABITA SARKAR**, wife of Sri Subhas Sarkar and Sl No.- 5 & 6- daughters of Late Pran Ballav Sarkar & Late Thakur Dasi Sarkar.

**AND WHEREAS** an application for Probate in respect of **WILL NO.- 1**, dated : **20-04-1985**, which was pending before the Learned District Judge, Alipore with the No.- OS-3/1990 and it was subsequently converted into a letter of administration under Section 276 of Indian Succession Act. And renumbered as letter of administration case No.- 4 of 2022. And thereafter it was duly proved and Letter of Administration was granted in favour of **SMT. KAKALI SARKAR**, daughter of Late Sudhir Sarkar along with **SMT. LAXMI SARKAR**, wife of Late Sudhir Sarkar, **SRI SANJIB SARKAR**, son of Late Sudhir Sarkar, **SRI BABLU SARKAR, SRI NETAI SARKAR and SRI GOUR SARKAR**, on **18<sup>th</sup> August, 2023**.

**AND WHEREAS** the said Sudhir Sarkar, son of Late Pran Ballav Sarkar & Late Thakur Dasi Sarkar, passed away on 06-06-2021, leaving behind his wife, **(01-a) SMT. LAXMI SARKAR**, one daughter **(01-b) SMT. KAKALI SARKAR** and one son **(01-c) SRI SANJIB SARKAR**, who become the joint Owners of 1/4<sup>th</sup> share (Will No.- 1) of the aforesaid undivided property and joint Owners of 1/6<sup>th</sup> share (Will No.- 2) of the aforesaid undivided property, left by the said Sudhir Sarkar (since deceased).

**AND WHEREAS** thereafter the aforesaid Owners recorded their name in the competent authority and paying rates and taxes regularly.

**AND WHEREAS** the Owners herein have unanimously decided to develop the aforesaid property for better residential accommodation, but due to paucity of financial capacity and lack of technical knowledge to carry out such construction work, then they appointed the 2<sup>nd</sup> Part i.e. **MR. GOUR SARKAR**, son of late Pran Ballav Sarkar, Proprietor of **M/S. NIRMAN CONSTRUCTION**, as the **DEVELOPER**, accordingly one **DEVELOPMENT AGREEMENT**, dated-22-08-2024, Being No.-160603388 for the year 2024, Book No.- I, Volume No.-1606-2024, Pages from 104182 to 104213 and also executed a **DEVELOPMENT POWER OF ATTORNEY**, dated- 22-08-2024, Being No.- 160603389 for the year 2024, Book No.- I, Volume No. - 1606-2024, pages from 104486 to 104506 both are registered with A.D.S.R. Sealdah 24- Parganas (South), as their Attorney and thereafter the Developer subsequently has obtained sanctioned multi-storied residential building Plan, which was sanctioned by K.M.C., being B.P.No.- 2024030061, dated- 28- 12-2024, at his own cost and expenses.

**AND WHEREAS** in accordance with the said Registered Development Agreement, the Owner shall entitle to retain 50 % built up area on Ground floor, entire Second floor and entire 4<sup>th</sup> floor, together with undivided proportionate share of land with common areas, amenities and facilities of the newly constructed multi-storied residential building as their absolute Owner's Allocation, alongwith absolute power to sell, convey and transfer

the said share to any third party and / or parties and the Developer shall entitle to get the rest portion of the said newly constructed building of the aforesaid premises.

**AND WHEREAS** the Purchaser herein has approached to the **DEVELOPER** to purchase a residential **FLAT, being No.- .., consisting of ... bed rooms, ... Dining cum Drawing cum open Kitchen, ... Toilet/s and ... Balcony on the .... floor, front / back side , North-West-South portion, measuring about..... sq. ft. covered area, including Stair, Lobby & Lift ....., ..... super built up area (more or less), at a Consideration of Rs. ....-/- (Rupees ..... ..) only, from Developer's Allocation,** together with proportionate share in the land underneath the building described in the First Schedule.

**AND WHEREAS** the Purchaser herein after verifying all the related documents connecting the said flat from the Developer and has fully satisfied himself agreed to purchase the said flat, which is particularly mentioned in the Third schedule hereunder written.

**AND WHEREAS** the Purchaser hereby irrevocably agrees as specific condition, that he will not at any time claim any pre-emption in respect of any constructed unit with undivided proportionate impartible share in the land directly underneath the Flat by and/or against any other Purchaser/s in the same building or other adjoining building, the Developer herein reserves its right to develop another additional floor/s on the existing present roof top (subject to prior sanction plan from KMC), without raising any objection whatsoever by the Purchaser.

**NOW THIS AGREEMENT WITNESSETH & IT IS HEREBY AGREED & DECLARED BY &  
BETWEEN PARTIES HERE TO AS FOLLOWS :-**

01. That the Purchaser shall purchase a residential Flat in the said building, along with one open Garage and proportionate undivided interests in the common areas and facilities at or for the agreed price of **Rs. ....**/-  
**.....) only, from Developer's Allocation,** subject to the provisions as terms and conditions as herein contained, the area of the Flat will be determined after final consideration accordingly with the space delivered by the Developer to the Purchaser and after registration the Purchaser shall enjoy the property with full right, title and interest

02. The Developer shall handover the said flat, within ..... months from the execution of this Agreement and make Registration of the said Flat complete and habitant for and on account of and at cost of Purchaser, subject to full and final payment of the Flat will be paid by the Purchaser in accordance with payment schedule. In case if the Purchaser shall not be able to make Registration and / or fails to pay the rest consideration amount within the stipulated period then the **DEVELOPER** shall has in addition to other rights, that it may otherwise has the right to directly realize and/or terminate these presence and reserve the rights to enter into further Agreement for Sale to other person/s of the said flat as the **DEVELOPER** deem fit and proper and the earnest money which have already paid by the purchaser to be refunded back to the purchaser after deducting ..... of earnest money and similarly if the Developer shall not be able to make Registration within stipulated

period then the earnest money to be refunded back to the purchaser in addition with ..... of the earnest money within ..... days. Timely payment is the essence of this Agreement.

03. That the Developer unequivocally declare that the said Flat is free from all encumbrances and also declare that he has not taken any amount from any third parties against the said Flat, the said flat is not charged in any way. All documents as may be required by the Purchaser for the purpose of obtaining necessary Registration and also Mutation from the appropriate authorities shall be prepared and submitted by the Purchaser for which the Developer shall be liable to supply the same to the Purchaser.

04. The Purchaser shall pay in addition of the Flat **Rs. ....../-** (**Rupees .....**) only required to be paid by way of non refundable security deposits for obtaining Electrical connection to the Developer and the amount shall be paid by the Purchaser before taking Possession of the Flat without raising any objection whatsoever.

05. The Purchaser also agrees to pay to the competent authorities proportionate all Taxes; (GST- .....) outgoings and expenses including all charges for any addition or alteration in the said flat and towards the common expenses as to be assessed at the time of apportionment to be calculated on and from the date of Registration and the Purchaser has to be pay to the competent authorities proportionate Taxes at the time of Mutation of the said flat and assessed by the KMC.

**06. THE PURCHASER FURTHER AGREES AND COVENANTS AS FOLLOWS:-**

- i)** To pay proportionately the **KMC** rate and Taxes on the Flat or on the demised land and/or building and all charges for Electricity/ Gas etc. and other common facilities from taking over the possession of the said Flat.
- ii)** Not to throw any rubbish or stone, any article of combustible goods in the common parts save to such extent and in such place/s, if any as may be specified and/or permitted by the Owner/Developer.
- iii)** Not to carry on any obnoxious, noisy, offensive, illegal or immoral activities in the said Flat.
- iv)** Not to cause any nuisance or annoyance to the co-purchasers and/or occupants of other portion of building and/or unit or to the occupiers of the other building in the neighborhood.
- v)** Not to use or allow to use of the said Flat for any commercial purpose like, Hotel, Nursing Home, School Boarding House, Manufacturing or Proceedings Works. This is purely for residential purpose only.
- vi)** Not to do anything, whereby the other co-purchasers or obstructed or prevented from enjoyments quietly and exclusively of their respective Flats/ units and jointly of the common parts.
- vii)** Not to claim any right in any other parts of the building and common save and except as may be necessary for ingress in and egress out for main materials utilities pipes, cable and lines to be installed in the said unit and

in particular not to claim by access to make parking space or storage cubicles or terrace save as the expressly granted.

**viii)** Not to construct or raise any objection in case the proportionate undivided share in the demised land is reduced by reason of the Developer constructing on area in excess of the area not intended and/or agreed to be constructed on the demised land not to obstruct or raise any objection of any nature whatsoever.

**ix)** To allow the co-purchasers the right of easement or quasi easement as set out in eighth schedule hereto.

**x)** Not to erect any building structure on the common parts in the units.

**07.** The Purchaser shall pay charges of the Lawyer engaged by himself for the Developer as; their consolidated remuneration in respect of preparations, execution and registration of the Conveyance as hereinafter provided and also pay the stamp duty payable on the Agreement and Sale Deed as also the Registration fees and other reasonable expenses in connection with Registration in Deed of Conveyance.

**08.** All disputes and differences arising out of the Agreement shall be referred to the Civil Court of proper Jurisdiction for decision and/or Arbitration clause.

**NOW THIS INDENTURE WITNESSETH THAT** in pursuance "**Agreement for Sale**" on ....., paid by the **Purchaser to the Attorney / Developer** being the total consideration price which includes the costs of undivided share in land at the said property of the Owners/ Developer attributable to the said

**Flat in the New Building** and the undivided proportionate share in the common portions (the receipt where the Developer doth hereby also by the Receipt and Memo of Consideration, admits and acknowledges and the same forever, release, discharge and acquit the Purchaser and the said undivided share of land in the said property attributable to the said **Flat** and the undivided proportionate share in the common portions respectively).

The Owners and Developer hereby grant, sell, convey, transfer, assign and assure unto the Purchasers **ALL THAT** Flat with the undivided impartible proportionate share in the land contained in the said property, more fully described in the **FIRST SCHEDULE**, attributable to the said Flat more fully described in the **SECOND SCHEDULE** hereunder written.

The proportionate share of the common portions, more fully described in the **THIRD SCHEDULE** hereunder written, in common with the Co-Owners and/or other Occupiers of the said New Building **AND** the Developer and Owners doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser the said **Flat in the New Building** more fully described in the **SECOND SCHEDULE** and the undivided proportionate share in the common portion, more fully described in the **THIRD SCHEDULE** hereunder written.

**HOWSOEVER OTHERWISE** the undivided share of land in the said property attributable to the said Flat and undivided proportionate share in the common portions now are or is or at any time hereto before were or was situated, butted & bounded, called, known, numbered, described and

distinguished **TOGETHER WITH** all areas, fences, passages, sewers, drains, water, water courses, benefits, advantages and all manners, former or other rights, liberties and easements, privileges, appendages and appurtenances whatsoever belonging to the said undivided share of land in the said property attributable to the said Flat and the undivided proportionate share in the common portions or in anywise appertaining thereto or any part thereof, usually held, used, occupies, accepted, enjoyed reputed or known as part or parcel or member thereof of appurtenant thereto.

The reversion, remainder and the rents, issues and profits of the said undivided share of land in the said property attributable to the said **Flat in New Building** and the undivided proportionate share in the common portions and other rights hereby conveyed.

All the estate, right, title, interest, property, claim and demand whatsoever of the Owners/Developer into or upon the said undivided share of land, attributable to the said Unit and undivided proportionate share in the common portions respectively and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part(s) thereof respectively or arising out there from **AND TOGETHER FURTHER WITH** all rights, liberties and appurtenances, whatsoever **TO AND UNTO** the Purchaser free from all encumbrances, trust, liens, lispendense and attachments whatsoever (save only those as are expressly mentioned herein).

**TOGETHER FURTHER WITH AND SUBJECT TO** easements or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the said Flat, the land and the said Building by the Purchaser as Co-Owners as mentioned in the **FIFTH SCHEDULE** hereunder written.

**TO HAVE AND TO HOLD** the said undivided share of land attributable to the said property and the said Flat and the undivided proportionate share in the common portions and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part(s) thereof, respectively or arising out there from absolutely and forever **SUBJECT TO** the covenants, the Rules and Regulations contained in the **SIXTH SCHEDULE** hereunder written and/ or elsewhere herein.

**ALSO SUBJECT TO** the Purchaser paying and discharging all taxes, impositions and other common expenses relating to the said property proportionately from the date of Conveyance and the said Flat wholly details whereof are more fully mentioned in the **FOURTH SCHEDULE** and the **SIXTH SCHEDULE** hereunder written.

**THE OWNERS AND THE DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER** as follows :-

(01) **THAT** the interest which Developer and Owners doth hereby professes to transfer, subsists and that the Developer and Owners have the sole right, full power and absolute authority to grant, sell, convey, transfer, assign and

assure unto the Purchaser, the said Flat and undivided proportionate share in the land and common portions **TOGETHER WITH** the benefits, rights and properties hereby confirm that the Owners are only rightful and legal Owners of 2 Cottah 144 Chittack 2 sq. ft. (more or less), together with one storied building and structure lying and situated at 12/1/1A/15, Belegkata Road, P.S. & P.O.- Entally, Kolkata- 700 015, Ward No. 57, previously it was known and recorded as 12/1/1, Belegkata Road.(referred as the "said Property") and subsequently if any defect is found in the title, the same shall be rectified and made perfect at the cost of Owners/Vendors/Developer only.

(02) That it is agreed upon between the Owners, Developer and Purchasers, that if any additional floor and/ or floors shall be constructed on the existing roof upon obtaining Sanction of Building Plan from the competent authorities by the Developer at its own cost and expenses in such an event the Owners and the Purchasers have unconditionally and irrevocably consented to no objection accordingly.

The Purchasers in the common areas, amenities and facilities shall accordingly stand varied but the said Flat will be un-effected in any manner.

(03) **AND THAT** it shall be lawful for the Purchaser from time to time and at all times hereafter, to enter into and upon and to use, hold and enjoy the said undivided share of land in the said property, the said **Flat** and the undivided proportionate share in the common portions and all benefits, rights and properties hereby conveyed and every part thereof and to receive

the rents, issues and profits thereof, without any interruption, disturbance, claim or demand whatsoever from or by the Owners and Developer any person (s) claiming through, under or in trust for the Owners and Developer unless otherwise expressly mentioned herein **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever **SAVE** only whose as are expressly contained herein.

**THE FIRST SCHEDULE ABOVE REFERRED TO :**

**(THE SAID LAND)**

**ALL THAT** the piece and parcel of land measuring about 4 Cottahs 8 Chittacks (more or less), Holding No.- 76G, Dihi Panchannagram, Divn.- 3, Sub-divn.- 13, Mouza- Nijo Surah Gram, together with Pucca structures measuring about 500 sq. ft. (more or less), standing thereon, at 141, Raja Rajendra Lal Mitra Road, P.S.& P.O.-Beliaghata, Kolkata- 700 010, Ward- 34, Assessee No.- 11034160952, Zone Road (W- 34,35) Off Road-Off Road, together with all easement right thereto which is butted and bounded that is to say :

**ON THE NORTH** : 140, Raja Rajendra Lal Mitra Road ;

**ON THE SOUTH** : 142, Raja Rajendra Lal Mitra Road ;

**ON THE EAST** : 140, Raja Rajendra Lal Mitra Road

**ON THE WEST** and : KMC Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(DESCRIPTION OF THE FLAT)**

**ALL THAT** piece or parcel of residential **FLAT, being No.- .....**,  
**consisting of .. bed rooms, .. Dining cum Drawing cum open Kitchen, ..**  
**Toilet/s and .. Balcony on the ... floor, front / back side, North-West-South**

*portion, measuring about .....sq. ft. covered parking space being no. .... & area measuring 135 sq. ft. including Stair, Lobby & Lift ..., ..... super built up area (more or less), from Developer's Allocation, at 141, Raja Rajendra Lal Mitra Road, P.S. & P.O.- Beliaghata, Kolkata- 700 010, Ward- 34, together with proportionate share in the land underneath the building, described in the 1<sup>st</sup> Schedule hereinabove written, including access of use of the common service area and no access to use roof as personal interest and can't built anything on the roof, stair and lift.*

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(DESCRIPTION OF THE COMMON PORTION)**

*(01) Stair case and landing on all floors, (02) Common passage and lobby on the Ground floor, (03) Water pump, water tank and other common Plumbing installations, (04) Electrical wiring and main meter, (05) Drainage and Sewer, (06) Boundary walls and main gate, (07) Ultimate roof and (08) Lift.*

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(DETAILS OF COMMON EXPENSES OF BUILDING/FLAT/UNIT)**

*01. Municipality taxes, multi-storied building tax other outgoing save those separate assessed on the respective flat/unit.*

*02. The maintenance of the office for common expenses.*

*03. All expenses referred to above shall be proportionately borne by the co-purchaser on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of and said flat/unit.*

**THE FIFTH SCHEDULE ABOVE REFERRED TO:  
(DETAILS OF COMMON ACCESS OF BUILDING/FLAT/UNIT)**

01. The access of common parts for ingress in and egress out from the units/flats or building or premises.
02. The access in common with the other Purchasers to get Electricity, Water connection from and to any other unit/flat or common parts through Pipes Drains, Wires connection lying or being in under through or over the sold unit/flat as far as may be reasonably necessary for the beneficial use and occupation of the respective unit/flat and/or common parts and/or common areas.
03. The right of protection for other parts of the building by all parts of the unit/flat as far as it is necessary to protect the same.
04. The right of support from the said unit/flat that the enjoyment by the other parts of the buildings.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:  
(DETAILS OF COVENANTS, RULES AND REGULATIONS)**

01. The Purchaser shall not, at any time, claim partition of the undivided impartible proportionate share and/or the common portions.
02. **SUBJECT TO** the provisions contained in these presents **AND SUBJECT TO** the provisions of law of or for the time being in force, the Purchasers shall be entitled to the exclusive ownership, possession and enjoyment of the said Unit/Flat and the undivided share of land in the said property and the same shall be heritable and transferable as other immovable properties.

**03. MUTATION, TAXES AND IMPOSITONS :-**

**A.** The Purchaser shall after the transfer being completed in terms hereof apply for and has the said Unit/Flat separately assessed for the purpose of assessment of rates and taxes.

**B.** Until such time as the said Unit/Flat be not separately assessed and/or mutated in respect of any tax or imposition, the Purchaser shall bear and pay the proportionate share of the rates and taxes.

**C.** Upon the mutation of the said Unit/Flat in the name of the Purchaser for the purpose of liability of any tax or imposition, the Purchaser shall pay wholly such tax or imposition in respect of the said Unit/Flat.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:  
(DETAILS OF CONSTRUCTION OF BUILDING / FLAT)**

**01. BUILDING STRUCTURE :** R.C.C. framed structure.

**02. WALLS & CEILING : Internal-** Brick walls with plaster of paris finish.

**External-** Brick walls with surface Snowshem.

**03. DOORS :** Flush door sal frame in all rooms.

**04. WINDOWS :** Aluminum sliding window with glass grill.

**05. FLOOR FINISH :** Marble of reputed available make with finishing.

**06. TOILET :** PVC Doors (reputed make), fittings etc. with internal  
6 ft. height all round tiles work.

**07. STAIR CASE :** Marble finished .

**08. KITCHEN :** Raised cooking platform of black stone with sink glazed  
tiles.

**09. WATER SUPPLY** : KMC Water shall store in underground reservoir then it shall restore in overhead tank and supply in each and every flats through pipe line connector.

**10. PLUMBING** : GI and PVC pipes of reputed available make.

**11. ELECTRICAL** : Concealed wiring with reputed cable, switch with copper conductors, one light & exhaust in toilet, exhaust fan light points in kitchen, light & fan points in all rooms, elec. calling bell point in entrance. Total 16 points will be provided.

**12. ELECTRICITY** : Direct Electric connections from **CESC** Ltd. with main switches and main mother meter, main switches for individual flats.

**13. SEWERAGE** : Proper Drainage and Sewerage lines common to the building and from the building to the KMC drains.

**14. EXTRA WORKS** : Will be charged extra.

--// 22 //--

**IN WITNESS WHEREOF** the parties thereto have hereunto set and subscribed their respective hands and signs the day month and year first above written.

**SIGNED, SEALED and DELIVERED**

at Kolkata in the presence of :

**WITNESSES :**

1.

**SIGNATURE OF THE CONSTITUTED ATTORNEY  
OF THE OWNERS**

2.

**SIGNATURE OF THE PURCHASERS**

**Drafted by me :**

**Advocate**

**MEMO OF CONSIDERATION**

**RECEIVED** a sum of Rs. .. ...../- (Rupees .....  
.....) only from and within named Purchaser for full & final  
payment of the said residential flat as per memo below : -

**M E M O**

| <b>Sl.No.</b> | <b>Cash / cheques</b> | <b>Dated</b> | <b>Bank &amp; Branch</b> | <b>Amount (Rs.)</b> |
|---------------|-----------------------|--------------|--------------------------|---------------------|
|---------------|-----------------------|--------------|--------------------------|---------------------|

**TOTAL** ..... **Rs.** ...../-

**(RUPEES** ..... **ONLY).**

**WITNESSES :-**

1.

**NIRMAN CONSTRUCTION**

*Georgios*  
**Proprietor**

2.

**SIGNATURE OF THE DEVELOPER /  
CONSTITUTED ATTORNEY**