### **DEED OF CONVEYANCE**

1. SRI SAMIR BANERJEE son of Late Anil Chandra Banerjee, having his PAN - BBU|PB1885J, Aadhaar No. 3991 0730 2549, by Occupation - Retired Person, residing at 73/1, Naskar Para Road, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas, 2. <u>SMT. RATNA BANERJEE</u>, wife of Sri Arun Banerjee, having her PAN - DCDPB4652K, Aadhaar No. 4654 0421 3014, by Occupation - Housewife, residing at 54A, Iswar Ganguly Street, P.O. Kalighat, Police Station - Bhawanipur, Kolkata - 700026, in the District South 24 Parganas, 3. SRI JANARDAN BANERJEE, son of Late Nandalal Banerjee, having his PAN - BAZPB6644M, Aadhaar No. 6002 8241 7983, by Occupation - Retired Person, residing at BL-B, F-5, 2C, Sarsuna Main Road, P.O. Sarsuna, Police Station - Thakurpukur now Sarsuna, Kolkata - 700061, in the District South 24 Parganas, 4. SRI RANJAN BANERJEE, son of Late Narayan Chandra Banerjee, having his PAN - AVIPB0795L, Aadhaar No. 4415 7260 0343, by Occupation - Service, residing at 271/1,

Mahatma Gandhi Road, P.O. Haridevpur, Police Station -Thakurpukur now Haridevpur, Kolkata - 700082, in the District South 24 Parganas, all by Faith - Hindu, by Nationality - Indian, hereinafter jointly called and referred to as the **LAND OWNERS/VENDORS** (which terms or expression shall unless repugnant to the context shall deemed to mean and include their respective heirs, executors , administrators, legal representatives and assigns) of the **FIRST PART**. Being represented by his Lawful Constituted Attorney **UTTARAN CONSTRUCTION**, PAN - AAFFU6395P, a Partnership Firm, having its Office at 5/222, Paschim Putiary, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas, being represented by its Partners namely 1. SMT. CHUMKI SARKAR, wife of Manabendra Sarkar, having her PAN - ANUPS5437Q, Aadhaar No. 2785 5847 0805, residing at 5/222, Paschim Putiary, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041. in the District South 24 Parganas and 2. SMT. SUJATA

MONDAL, wife of Monikar Mondal, having her PAN - BIKPM6455Q, Aadhaar No. 8580 4255 1239, residing at 339, Naskar Para Road, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas, both by Faith - Hindu, by Occupation - Business, by Nationality - Indian, by virtue of a registered Development Power of Attorney, executed on 08.02.2023 and registered on 15.02.2023, in the office of D.S.R.-II at Alipore, recorded in Book No.I, Volume No. 1602-2023, Pages from 67370 67396, Being No. 160201573 for the year 2023.

#### AND

<b>SRI/SMT.</b> son/wife/daughter of
, having his/her PAN,
Aadhaar No, by Faith - Hindu, by
Occupation, by Nationality - Indian, residing
at
, hereinafter
called and referred to as the <b>"PURCHASER(S)"</b> (which term

or expression shall unless repugnant to the context shall deem to mean and include his/her/their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.** 

#### **AND**

UTTARAN CONSTRUCTION, PAN - AAFFU6395P, a Partnership Firm, having its Office at 5/222, Paschim Putiary, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas, being represented by its Partners namely 1. SMT. CHUMKI SARKAR, wife of Manabendra Sarkar, having her PAN - ANUPS5437Q, Aadhaar No. 2785 5847 0805, residing at 5/222, Paschim Putiary, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District South 24 Parganas and 2. SMT. SUJATA MONDAL, wife of Monikar Mondal, having her PAN - BIKPM6455Q, Aadhaar No. 8580 4255 1239, residing at 339, Naskar Para Road, P.O. Paschim Putiary, Police Station - Thakurpukur now Haridevpur, Kolkata - 700041, in the District

South 24 Parganas, both by Faith - Hindu, by Occupation - Business, by Nationality - Indian, hereinafter known and called as the **DEVELOPER** (which terms or expression shall unless repugnant to the context shall deemed to mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS One Maya Banerjee, since deceased, wife of Late Anil Chandra Banerjee was sole and absolute lawful owner seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring more or less an area of 4 (four) Cottahs 11 (eleven) Chittak 14 (fourteen) Sq.ft., lying and situated at Mouza - Haridevpur, J.L. No. 15, R.S. No. 35, Pargana - Magura, District Collectorate Touzi No. 238, comprised in Khatian No. 628, appertaining to R.S. Dag No. 42, under Police Station - Thakurpukur now Haridevpur, within the limits of Ward No. 115 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. Behala, D.S.R. at Alipore, by virtue of a registered Deed of Conveyance, executed on 12.05.1967, duly

registered in the office of Sub-Registrar of Alipore, South 24 Parganas recorded in Book No.I, Being No. 3216 for the year 1967 from its the then owner namely Sasanka Sekhar Banerjee, son of Late Jnanda Prosad Banerjee at the valuable consideration, mentioned therein.

AND WHEREAS since ever date of purchased the land said Maya Banerjee, since deceased, wife of Late Anil Chandra Banerjee duly mutated her name in the records of the Kolkata Municipal Corporation and property known and numbred as KMC Premises No. 85, Naskar Para Road, P.S. Thakurpukur now Haridevpur, Kolkata - 700041, under KMC Ward No. 115 and she has/had paying corporation taxes in her name in the records of KMC Assessee No. 41-115-09-0085-6.

AND WHEREAS thereafter said Maya Banerjee died intestate on 14.01.1980 leaving behind her one son Samir Banerjee, three daughters namely 1. Ratna Banerjee, 2. Jhupu Banerjee, since deceased and 3. Rupu Banerjee, since deceased, as her only surviving legal heirs to inherit the said land under the provision of the Hindu Succession Act., 1956.

Be it mentioned that husband of the said Maya Banerjee namely
Anil Chandra Banerjee died intestate on 17.06.1991.

AND WHEREAS said Rupu Banerjee while seized and possessed of her respective share of land died intestate on 13.10.2011 leving behind her only son Ranjan Banerjee, as her only surviving legal heirs to inherit the said respective share of the entire land under the provision of the Hindu Succession Act., 1956. Be it mentioned that husband of the said Rupu Banerjee namely Narayan Chanda Banerjee died intestate on 29.07.2015.

AND WHEREAS said 1. Samir Banerjee, 2. Ratna Banerjee, 3. Jhupu Banerjee, since deceased and 4. Ranjan Banerjee while jointly seized and possessed of the said land duly recorded their names in the records of the B.L. & L.R.O. and finally, fully and absolutely published their names in the records of rights under L.R. Khatian Nos. 5689 (Samir Banerjee), 5687 (Jhupu Banerjee), 5913 (Ratna Banerjee) and 5916 (Ranjan Banerjee) in respect of the said land.

AND WHEREAS said Jhupu Banerjee while seized and possessed of her respective share of land died intestate on 20.05.2020 leving behind her husband Janardan Banerjee, as her only surviving legal heirs to inherit the said respective share of the entire land under the provision of the Hindu Succession Act., 1956.

AND WHEREAS in pursuance to the above said 1. SRI

SAMIR BANERJEE son of Late Anil Chandra Banerjee, of 73/

1, Naskar Para Road, P.O. Paschim Putiary, Police Station Thakurpukur now Haridevpur, Kolkata - 700041, in the District

South 24 Parganas, 2. SMT. RATNA BANERJEE, wife of Sri

Arun Banerjee, of 54A, Iswar Ganguly Street, P.O. Kalighat,
Police Station - Bhawanipur, Kolkata - 700026, in the District

South 24 Parganas, 3. SRI JANARDAN BANERJEE, son of
Late Nandalal Banerjee, of BL-B, F-5, 2C, Sarsuna Main Road,
P.O. Sarsuna, Police Station - Thakurpukur now Sarsuna,
Kolkata - 700061, in the District South 24 Parganas, 4. SRI

RANJAN BANERJEE, son of Late Narayan Chandra Banerjee,

of 271/1, Mahatma Gandhi Road, P.O. Haridevpur, Police Station - Thakurpukur now Haridevpur, Kolkata - 700082, in the District South 24 Parganas, being the Present Land Owners/Vendors herein are absolute lawful joint owners of **ALL THAT** piece and parcel of **bastu land** measuring more or less an area of **4 (four)** Cottahs 11 (eleven) Chittak 14 (fourteen) Sq.ft., TOGETHER WITH brick built tile shed structure, having an area more or less 200 Sq.ft. with cemented floor finished now standing thereon, lying and situated at Mouza - Haridevpur, J.L. No. 15, R.S. No. 35, Pargana - Magura, District Collectorate Touzi No. 238, comprised in R.S. Khatian No. 628 corresponding to L.R. Khatian Nos. 5689, 5687, 5913 and 5916, appertaining to R.S. & L.R. Dag No. 42, under Police Station - Thakurpukur now Haridevpur, being KMC Premises No. 85, Naskar Para Road, Kolkata - 700041, within the limits of Ward No. 115 vide KMC Assessee No. 41-115-09-0085-6 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. Behala, D.S.R. at Alipore and accordingly the Present Land

Owners/Vendors herein jointly seized and possessed the said land by paying rents and taxes to the competent authority witout any lets or hindrances, free from all encumbrances.

AND WHEREAS the Present Land Owners/Vendors herein while jointly seized and possessed of the said land duly constructed brick built pucca structure over the said land at their own costs, expenses and efforts, free from all encumbrances.

and use in respect of the said landed property, as morefully described in the Schedule "A", free from all encumbrances, after paying taxes before the Kolkata Municipal Corporation, with a view to develop the same and to erect building over the same or in a part thereof in terms of the sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation to exploit the same residentially the Land Owners/Vendors herein on or about 8th day of February, 2023 entered into a registered Development Agreement, registered on 15.02.2023,

in the office of D.S.R.-II at Alipore, recorded in Book No.I, Volume No. 1602-2023, Pages from 67326 to 67369, Being No. 160201557 for the year 2023 with Developer/Confirming Party herein, under terms and conditions, fully described therein, wherein beside the other terms and conditions, as contained therein, it was interalia agreed by and between the parties therein that the Developer herein at its costs, expenses and efforts shall construct the building over the land, as described in the Schedule "A" or in a part thereof in accordance with the sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation and on completion of the building the Land Owners/Vendors herein shall be allotted a part of the building consisting of self contained Flats towards his allocation. in exchange of the price of the land and remaining part of the building out side the said Owner's Allocation consisting of several Flats in different Floors shall vest to the Developer herein towards it's allocation in exchange of its investments, remuneration etc., the details of which are given in the said Development Agreement.

AND WHEREAS simultaneously with the execution of the said Agreement the Land Owners/Vendors herein executed a registered Development Power of Attorney, executed on 08.02.2023 in favour of Developer/Confirming Party herein, to be their Lawful Constituted Attorney for them and on their behalf to do certain acts, things, deeds and matters, fully described therein and the said Development Agreement with Development Power of Attorney, executed on 08.02.2023 and registered on 15.02.2023, in the office of D.S.R.-II at Alipore, recorded in Book No.I, Volume No. 1602-2023, Pages from 67370 67396, Being No. 160201573 for the year 2023.

AND WHEREAS by virtue of the said Agreement the Developer therein prepared a building plan through the Architect and obtained sanctioned Plan vide Plan No.

dated from the Kolkata Municipal
Corporation being Sanctioned by the Kolkata Municipal
Corporation, for construction of the Ground Plus Three storied
building, consisting of several independent Flats and other

spaces as per said plan and have accordingly started and completed the said Ground Plus Three storied building over the said land, morefully and particularly described in the Schedule "A".

and whereas the said Premises is free from all encumbrances, charges, liens, attachments, lispendences, mortgage, and/or any other nature whatsoever and have no acquisition or requisition or any other law proceedings pending in respect of the said premises as described in the Schedule "A" written herein below and still in possession enjoyment continues by the said Vendors absolutely and freely.

W.C. and Balcony/Verandah on the
Floor, in the side of the Ground Plus
Three storied building, as described in the Schedule "B"
together with undivided proportionate impartible and indivisible
interest of the land pertaining to the land as described in the
Schedule "A" and right to use the common areas and facilities
of the said Building as described in the Schedule "C" $\!\!\!\!$
(hereinafter for the sake of brevity called the said ${\color{red} {\bf FLAT~WITH}}$
<b>COMMON RIGHTS</b> ) at for the total price for consideration of
/B
Rs/- (Rupees
Rs) Only and the
KS
Only and the
Parties herein accepted such offer and entered into an
Parties herein accepted such offer and entered into an Agreement For Sale, on under certain terms and
Parties herein accepted such offer and entered into an Agreement For Sale, on
Parties herein accepted such offer and entered into an Agreement For Sale, on

money for the said Flat with common rights, as described in the Schedule "B" in full, the receipt whereof the Developer acknowledges herein in the Memo of Consideration, as hereinafter provided.

### **NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

 Land Owners/Vendors and the Developer/Confirming Party doth hereby convey, grant, transfer, their rights, title and interest and convey the said Flat with common rights in favour of the Purchaser(s) **TOGETHER WITH** undivided proportionate share or interest in the land underneath the building in the said Building as morefully described in the Schedule "A" hereunder written **TOGETHER WITH** the right to use common portion in common with the other Owner and/or lawful occupiers of the said Building ALL THE reversion, reversions, remainder and all the rents, issues, profits of and in connection with the said Flat with common rights and all the estate, right, title and interest, property claim and demand whatsoever of the Land Owners/ Vendors and the Developer into or upon the said Flat with common rights and all other benefits and rights therein comprised and hereby granted sold and transferred or expressed or intended so to be and every part thereof **TOGETHER WITH** the vendor's right, liberties and appurtenances whatsoever to and unto the Purchaser(s), free from all encumbrances, charges, trusts lines, lispendents, execution/attachments and all other liabilities whatsoever **AND TOGETHER WITH** easements or quasi easements herein written and other stipulations and provisions in connection with the beneficial use and enjoyment of the said **Flat with common rights** and other Co-Owners and/or lawful occupiers of the said building and/or said land and all other benefits and rights hereby granted, sold, convey, transferred, assigned and assured every part or parts thereof respectively absolutely and for ever and the Purchaser(s) are obliged to pay and discharge the common expenses described hereunder written in Schedule "D" and all other outgoings in connection with the said flat wholly and the said building and in particularly common portions proportionately.

The Purchaser(s) shall have full right, liberty and authority to sale, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of the said **Flat with common rights** and/or assign, let out or part with his/her/their interest

possession benefit or any part thereof in terms of this deed.

# THE LAND OWNERS/VENDORS AND THE DEVELOPER DOTH HEREBY CONVENANT WITH THE PURCHASER(S) AS FOLLOWS:-

- 1. The interest which the Land Owners/Vendors doth hereby profess, transfer subsist and the Land Owners/Vendors have the rights, and full power, absolute authority to grant, sale, convey, transfer, assign and assure the Purchaser(s) the said Flat with common rights, described in the Schedule B and C respectively hereunder together with the benefits and rights in the manner aforesaid and also right in land proportionately and/or attributed to the said Flat with common rights in the said Building.
- 2. The Purchaser(s) shall have the right to use in common the roof of the building with the other lawful occupants of the said building by installing a private antenna and for having access to the overhead water tank from which the water is to supplied to the said **Flat with common rights.**

- The Purchaser(s) shall have full right and liberty to all times and/or all purpose in connection with the absolute use and enjoyment of the said **Flat with common rights** and common use for the passages and ways and other common areas of the Schedule A Building together with the other occupants of the said Building including stair case.
- 4. The Purchaser(s) shall have the further right to let out the said **Flat with common rights** in favour of any person or persons and to enjoy such rent and further has liberty to sale, mortgage, gift or to make any kind of transfer in respect of the said **Flat with common rights** without having any interference from any person or persons.

## THE PURCHASER(S) DOTH HEREBY COVENANT WITH THE LAND OWNERS/VENDORS AND THE DEVELOPER AS FOLLOWS:-

a. The undivided share in the land hereby conveyed for the purpose of supporting the title to the **Flat with common**rights shall remain impartible, indivisible forever.

- b. The Purchaser(s) shall maintain the property purchased in such a manner so as to either that no part of the building is adversely affected.
- c. The Purchaser(s) shall not make any structural addition or alteration which will in any way affect the building on the contrary the Purchaser(s) shall be entitled to lawfully carry out any alteration in respect of interior decoration of the said **Flat with common rights**, as described in the Schedule B.
- d. The Purchaser(s) shall pay the proportionate Municipal rates and taxes and rates from the date of taking possession of the said **Flat with common rights** and all other taxes lawfully payable in respect of the said **Flat with common rights**, as described in the Schedule B together with the common areas as described hereinafter.
- e. The Purchaser(s) shall pay the proportionate expenses of administration, maintenance, repairs, replacement of the common part and equipment and accessories of the

common areas and facilities including white washing, painting decorating the exterior portion of the said building, the boundary walls, entrance, the stair case leading the gutters, rain water pipes, motor pumps, tube wells, water and gas connection, generators, electrical wiring and installations, and drains and all other common parts fixtures and fittings or used in common by the Purchaser(s) together with the other lawful occupants of the said building as well as Schedule A Building.

- f. The Purchaser(s) shall pay the proportionate share of cost for cleaning, maintaining and lighting the main entrance passage, stair case and other parts of the building as enjoyed or used in common by the occupiers of the said building.
- g. The Purchaser(s) shall pay proportionate share of salaries of the Manager, clerk, bill collector, plumbers, durwans, chowkidars, electricians, sweepers, etc. jointly with the other occupants of the building as mentioned in the Schedule "A" hereunder.

- h. The Purchaser(s) shall pay proportionate share of the cost of working replacement and maintenance of water pumps, tube wells, generators and other plumbing works including all other service charges of services rendered in common to all occupant.
- i. The Purchaser(s) shall pay the Insurance of the building against earthquake, fire, riot, damages and civil commotion etc. jointly with other occupants of the building.
- j. The Purchaser(s) shall pay proportionate share of all electricity charges payable in common for the common parts or portion of the said building.
- k. The Purchaser(s) shall pay the aforementioned expenses and costs to the committee, society or Association to be formed or already formed by the lawful occupants of the flats of the said building, until such Association, society or committee is formed, the Purchaser(s) shall pay the said cost and charges to such person or persons lawfully empowered for the purpose.

 That the Purchaser(s) shall use the said Flat for the residential purpose only.

## THE DEVELOPER HEREBY COVENANTS WITH THE PURCHASER(S) AS FOLLOWS:-

- The Developer hereby acknowledges and confirm that the Purchaser(s) have fully paid the amount payable in respect of the said Flat with common rights and all obligations of the Purchaser(s) for making payment for construction of the aforementioned flat to the Developer stands discharged and released.
- 2. The Developer confirms that the Developer has no further dues from the Purchaser(s) on any account whatsoever and the Purchaser(s) confirm that the aforesaid flat has been constructed in accordance with the sanctioned building plan and to the satisfaction of the Purchaser(s) and the said constructed is completed and the Developer has no further obligation to discharge.
- The Land Owners/Vendors further confirm that they have received the full consideration for the undivided share of

the land inexchange of the flats an the Land Owners/ Vendors have no claim in respect of the said land from the Purchaser(s) and/or from the Developer herein.

4. That the Developer do hereby relinquished its right and interest in respect of the said **Flat with common rights**, as described in the Schedule B together with the rights and interest over the common areas and facilities of the Schedule "A" as hereunder provided in favour of the Purchaser(s) absolutely fully and finally and the Developer doth hereby confirm the sale in respect of the said **Flat with common rights** in favour of the Purchaser(s) fully and finally.

### -:: THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO ::-

( Description of the land with building )

ALL THAT piece and parcel of the homestead land measuring more or less an area 4 (four) Cottahs 11 (eleven)
Chittak 14 (fourteen) Sq.ft., TOGETHER WITH one Ground Plus Three storied residential Building, now standing thereon,

lying and situated at Mouza - Haridevpur, J.L. No. 25, R.S. No. 35, Pargana - Magura, District Collectorate Touzi No. 238, comprised in R.S. Khatian No. 628 corresponding to L.R. Khatian Nos. 5689, 5687, 5913 and 5916, appertaining to R.S. & L.R. Dag No. 42, under Police Station - Thakurpukur now Haridevpur, being KMC Premises No. 85, Naskar Para Road, Kolkata - 700041, within the limits of Ward No. 115 vide KMC Assessee No. 41-115-09-0085-6 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. Behala, D.S.R. at Alipore, and the same is butted and bounded in the manner follows:

ON THE NORTH: Land under Dag No. 42.

**ON THE SOUTH** : 20 'ft. wide Naskar Para Road.

ON THE EAST : Land of Baburali & others.

**ON THE WEST**: Land of Achyut Kumar Bose.

- :: <u>SCHEDULE "B" ABOVE REFERRED TO</u> :: 
( <u>Description of the Flat hereby conveyed, assigned and assured and transferred in favour of the Purchaser(s)</u> )

ALL THAT piece and parcel of one self contained complete residential Flat, having super built-up area more or less

...... Sq.ft., consisting of ..... Bed Rooms, ...... Drawing cum Dining Room, ..... Kitchen, ..... Toilet, ..... W.C. and ..... Balcony/Verandah on the ...... Floor with marble/ tiles floor finished, in the ...... side of the Ground Plus Three storied building, TOGETHER WITH undivided proportionate impartible and indivisible interest of the land pertaining to the land as described in Schedule "A" and right to use common areas and facilities of the said Building, lying and situated at Mouza - Haridevpur, J.L. No. 25, R.S. No. 35, Pargana - Magura, District Collectorate Touzi No. 238, comprised in R.S. Khatian No. 628 corresponding to L.R. Khatian Nos. 5689, 5687, 5913 and 5916, appertaining to R.S. & L.R. Dag No. 42, under Police Station - Thakurpukur now Haridevpur, being KMC Premises No. 85, Naskar Para Road, Kolkata - 700041, within the limits of Ward No. 115 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. Behala, D.S.R. at Alipore, as described in the Schedule "A" together with the easement and quasi-easement rights of the said Building. The Flat hereby conveyed herein are shown under the "RED" verge line in the annexed plan or map, the same shall from a part of this Deed.

- :: SCHEDULE "C" ABOVE REFERRED TO :: 
  ( Description of the common areas and facilities of the said
  Building, which the Purchaser(s) shall enjoy with the other
  Co-owners of the said building as well as the Building.)
- Drainage and sewers.
- 2. Electric motor and pump for lifting water.
- Boundary walls and gate.
- 4. Light of arrangement for light in stair-case, passage etc.
- Meter room.
- 6. Electric of the building and its repairing and maintenance.
- Septic tanks, if any.
- 8. Such other common parts, areas equipments, installations, fixtures, fittings, as are necessary for common use and as areas specified expressly by the Owners and/or Developer/Vendors to be the common pars after construction of the building excluding the roof and/or terraceand that open and/or covered car parking space.
- Staircase up to the roof.
- 10. Staircase landing on all the floors.

- 11. Ultimate Roof.
- 12. Common Passage from public road entrance gate up to the mount of the staircase on the ground floor and lobby on the ground floor, except car parking space, if any.
- 13. Entrance gate or main gate.
- 14. Water lifting from under ground Sub-Marchal Pump.
- 15. Water pump, water tank, pipes and other plumbing installations.
- 16. Transformer (at the proportionate cost of the Purchaser(s)) if any, Electrical sub-station if any, electrical wiring meters, generators if any, other fittings and fixtures excluding those as are installed for any particular unit.
- 17. Telephone points and box if any.
- 18. The building having no lift facility.
  - -:: SCHEDULE "D" ABOVE REFERRED TO :: 
    ( Description of the common expenses to be borne by the Purchaser(s) with the other lawful occupants of the said Building proportionately and jointly )
- All costs of maintenance, operating, replacing, repairing, painting, decorating, re-decorating, lighting of the common

portions and common area of the building including the other walls.

- 2. All charges and deposits for supplies of common utilities to the co-owners in common.
- Municipal tax, multi-storied building tax, water tax and other levies in respect of the land and common part of the building.
- 4. Insurance premium for insuring the buildings, if necessary.
- The office expenses incurred for maintaining an office for common purpose if at all required and the same to be decided by the Flat owners and occupiers of the said building.
- Electricity charges for the electrical energy, consumed for the operating of the common services.
- Cost of maintenance, repairs and replacement of pumps and other common installations.
- 8. All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the co-onwers in common including such amount as may be fixed for creating a fund for replacement renovation, repairing, repaining and/or periodic repairing of the common portions.

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

### SIGNED, SEALED & DELIVERED

in the presence of :

**WITNESSES**:-

1)

2)

As Lawful Constituted Attorney For 1. SRI SAMIR BANERJEE, 2. SMT. RATNA BANERJEE, 3. SRI JANARDAN BANERJEE, AND 4. SRI RANJAN BANERJEE

SIGNATURE OF THE LAND OWNERS/ VENDORS

Drafted by me :-

SIGNATURE OF THE PURCHASER(S)

Advocate,

Alipore Police Court, Kolkata - 700 027. Computerised Printed by

Kuntal Mukherjee

SIGNATURE OF THE DEVELOPER/ CONFIRMING PARTY

### -:: MEMO OF CONSIDERATION :: -**RECEIVED** by the withinmentioned Developer/Confirming Party from the within mentioned Purchaser(s) a sum of Rs...../- (Rupees ..... ......) Only towards the total price or consideration money for the said Flat with common rights, in full, in presence of the following witnesses and in the following manners :-- :: <u>MEMO</u> :: -Amount (Rs.) Drawn on Date. SI. No. Cheque / **Draft No.** 1. WITNESSES: -1)

2)

SIGNATURE OF THE DEVELOPER/ CONFIRMING PARTY