

:: DEED OF CONVEYANCE ::

THIS DEED OF CONVEYANCE made this the day of
October in the year
Two Thousand & Twenty Four **(2024)**

B E T W E E N

1) SMT. MAITREYI BHATTACHARYA (D.O.B. – 02.02.1962) (PAN No. ADRPB6171H) (AADHAAR No. 4931 3537 3073) (MOB. 9836578346) wife of Late Pannalal Chattopadhyay, by faith–Hindu, by occupation – Retired school teacher, by nationality–Indian, residing at village–Bhatenda, P.O. & P.S. Rajarhat, Pin- 700 135, District- North 24 Parganas, **2) SRI ATREYA BHATTACHARYA (D.O.B. – 11.01.1967) (PAN No. AEFPB8612J) (AADHAAR No. 2099 0175 2139) (MOB. 80131 56944)** son of Late Aparesh Bhattacharya by faith – Hindu, by occupation – Service, by nationality–Indian, residing at village – Bhatenda, P.O. & P.S. Rajarhat, Pin – 700 135, Distirct – North 24 Parganas hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, successors, legal representatives, administrators, and assigns) of the **ONE PART** represented by their Constituted Attorney **1) SRI SUBRATA NEOGI (PAN No. APSPN7820E) (AADHAAR No. 2323 2261 7365) (MOB. 99037 40706)** son of Late Birendra Nath Neogi, by faith – Hindu, by occupation– Business, by nationality–Indian residing at Bhatenda (West) P.O. & P.S. Rajarhat, Kolkata–700 135, District - 24 Parganas (North) **2) SRI PULAK CHATTERJEE (PAN No. AUJPC1389H) (AADHAAR No. 8900 1760 6494) (MOB. 98319 35590)** son of Late Kalidas Chatterjee by faith– Hindu, by occupation–Business, by nationality - Indian, residing at Bhatenda (East) P.O. & P.S. Rajarhat, Kolkata – 700 135, District - 24 Parganas (North) **3) SRI BISWAJIT ROY (PAN No. ADFPR0216F) (AADHAAR No. 2109 2350 4844) (MOB. 9830601553)** son of Late Sunil Kumar Roy by faith–Hindu, by occupation–Business, by nationality–Indian, residing at Bhatenda (West), P.O. & P.S. Rajarhat, Kolkata – 700 135, District - 24 Parganas (North)

AND

ROSHMI ENTERPRISE (PAN No. AAQFR8770C), a partnership firm having its office at Bhatenda, Rajarhat, P.S. Rajarhat, Kolkata–700 135,

District - 24 Parganas (North), West Bengal represented by **1) SRI SUBRATA NEOGI (D.O.B. - 29.07.1965) (PAN No. APSPN7820E) (AADHAAR No. 2323 2261 7365) (MOB. 99037 40706)** son of Late Birendra Nath Neogi, by faith-Hindu, by occupation-Business, by nationality-Indian residing at Bhatenda (West) P.O. & P.S. Rajarhat, Kolkata-700 135, District - 24 Parganas (North) **2) SRI PULAK CHATTERJEE (D.O.B. - 08.08.1965) (PAN No. AUJPC1389H) (AADHAAR No. 8900 1760 6494) (MOB. 98319 35590)** son of Late Kalidas Chatterjee by faith-Hindu, by occupation-Business, by nationality-Indian, residing at Bhatenda (East) P.O. & P.S. Rajarhat, Kolkata - 700 135, District - 24 Parganas (North) **3) SRI BISWAJIT ROY (D.O.B. - 18.05.1964) (PAN No. ADFPR0216F) (AADHAAR NO. 2109 2350 4844) (MOB. 98306 01553)** son of Late Sunil Kumar Roy by faith-Hindu, by occupation-Business, by nationality-Indian, residing at Bhatenda (West), P.O. & P.S. Rajarhat, Kolkata - 700 135, District - 24 Parganas (North) hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **OTHER PART**

AND

SRI. _____ **(D.O.B. - / /) (Pan No. _____) (AADHAAR No. _____) (MOB. _____)** Son of _____ and **MRS.** _____ **(D.O.B. - / /) (Pan No. _____) (AADHAAR No. _____)** wife of _____, both Indian National, by faith- Hindu, by occupation-Service, residing at _____, hereinafter referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his

legal heirs, executors, legal representatives and / or assigns) of the **THIRD PART.**

WHEREAS one Smt. Kanan Bhattaharjee wife of Sri Aparesh Bhattacharya resident of Bhatenda, P.S. Rajarhat by a Bengali Kobala dated 17.04.1967 purchased 6 sataks of land equivalent to 03 cottahs, 10 chittaks 00 sq.ft. more or less from the then owner of the land Sri Satyaranjan Roy son of Late Satish Chandra Roy, lying and situate at Mouza – Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, R.S. Khatian No. 211, Khanda Khatian No. 576, R.S. Dag No. 444, Dag No. 396, P.S. Rajarhat, District–24 Parganas (North) in lieu of a consideration stated therein. The said Deed was registered in the office of the Cossipore Dum Dum and recorded in Book No. I, Volume No. 47, Pages 169 to 171, Being No. 2897 for the year 1967.

AND WHEREAS the said Smt. Kanan Bhattacharjee wife of Sri Aparesh Bhattacharya resident of Bhatenda, P.S. Rajarhat by another Bengali Kobala dated 22.05.1968 purchased 6 sataks of land equivalent to 03 cottahs, 10 chittaks, 00 sq.ft. more or less, from the then owner of the land Sri Satyaranjan Roy, lying and situate at Mouza – Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, R.S. Khatian No. 211, Khanda Khatian No. 576, R.S. Dag No. 444, Dag No. 396, P.S. Rajarhat, District– 24 Parganas (North) in lieu of a consideration stated therein. The said Deed was registered in the office of the A.D.S.R – Cossipore Dum Dum and recorded in Book No. I, Volume No. 68, Pages 83 to 85, Being No. 4539 for the year 1968.

AND WHEREAS the said Smt. Kanan Bhattacharjee wife of Sri Aparesh Bhattacharya resident of Bhatenda, P.S. Rajarhat by another Bengali Kobala dated 02.07.1982 purchased 01 cottah 16 sq.ft. of land more or less from the then owner Sri Anil Kumar Dutta lying and situate at Mouza – Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998, C.S. Khatian No. 305, Hal Khatian No. 525, Sabek Dag No. 394, Hal Dag No. 445, P.S. Rajarhat, District–24 Parganas

(North) in lieu of a consideration stated therein. The said Deed was registered in the office of the A.D.S.R – Cossipore Dum Dum and recorded in Book No. I, Volume No. 292, Pages 230 to 231, Being No. 6275 for the year 1982.

AND WHEREAS the said Kanan Bhattacharjee while being seized and possessed of the said property died intestate on 14.11.2017 leaving behind Maitreyi Bhattacharya (daughter) and Atreya Bhattacharya (son) as her only legal heirs at law. Her husband Aparesh Bhattacharya predeceased her on 18.09.1985.

AND WHEREAS after the demise of said Kanan Bhattacharjee the right title and interest all her aforesaid land devolved upon her two above named heirs i.e Maitreyi Bhattacharya and Atreya Bhattacharya. The said Maitreyi Bhattacharya and Atreya Bhattacharya duly recorded their names in the records of B.L. & L.R.O. office at Rajarhat, wherein the said Maitreyi Bhattacharya's name was recorded in L.R. Khatian No. 5309, L.R. Dag No. 444 (6 sataks) and 445 (1 satak). The said land are recorded as Bastu.

AND WHEREAS the said Atreya Bhattacharya duly recorded his name in the records of B.L. & L.R.O office at Rajarhat, wherein the said Atreya Bhattacharya's name was also recorded in L.R. Khatian No. 5310, L.R. Dag No. 444 (6 sataks) and 445 (1 satak). The said land are recorded as Bastu. Thus the said Maitreyi Bhattacharya and Atreya Bhattacharya jointly became the owners of total land measuring 14 sataks equivalent to 08 cottahs 07 chittaks and 15 sq.ft. more or less lying and situate at in Mouza – Bhatenda, J.L. No. 28, Re. Sa. No. 50, L.R. Khatian Nos. 5309 & 5310, L.R. Dag No. 444 and 445. The actual physical measurement of the said land is 14 sataks equivalent to 08 cottahs 07 chittaks and 15 sq.ft. more or less morefully described in the FIRST SCHEDULE hereinunder.

AND WHEREAS the said Maitreyi Bhattacharya and Atreya Bhattacharya with a view to develop the said land which is morefully described in the FIRST SCHEDULE hereinunder decided to entrust the job for development work with a competent developer and after getting the said information of development of the said property the party of SECOND PART above **ROSHMI ENTERPRISE (PAN No. AAQFR8770C)**, a partnership firm having its office at Bhatenda, Rajarhat, P.S. Rajarhat, Kolkata-700 135, District 24 Parganas (North), West Bengal contacted with the owners and offered to develop the said land on the terms and conditions acceptable for the both sides.

AND WHEREAS there after the said owners jointly decided to develop the said land by constructing multi storied building through the above named developer **ROSHMI ENTERPRISE (PAN No. AAQFR8770C)**, a partnership firm having its office at Bhatenda, Rajarhat, P.S. Rajarhat, Kolkata-700 135, District - 24 Parganas (North), West Bengal represented by **1) SRI SUBRATA NEOGI (PAN No. APSPN7820E)** son of Late Birendra Nath Neogi, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at Bhatenda (West) P.O. & P.S. Rajarhat, Kolkata-700 135, District 24 Parganas (North) **2) SRI PULAK CHATTERJEE (PAN No. AUJPC1389H)** son of Late Kalidas Chatterjee, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at Bhatenda (East) P.O. & P.S. Rajarhat, Kolkata-700 135, District-24 Parganas (North) **3) SRI BISWAJIT ROY (PAN No. ADFPR0216F)** son of Late Sunil Kumar Roy by faith-Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda (West), P.O. & P.S. Rajarhat, Kolkata – 700 135 on the terms, conditions, stipulations and obligations contained hereunder.

THE OWNERS HEREBY DECLARES as follows:-

1. The OWNERS have the 16 annas right title and interest holder of the aforesaid demarcated land measuring 08 cottahs 07 chittacks 15 sq.ft

more or less hereditaments and premises more fully described in the SCHEDULE – A hereunder written.

2. Save and except the OWNERS herein no other person has any right, title, interest and possession in the said property more fully described in the schedule – A below.
3. That the said property is free from all encumbrances, charges, liens, mortgages, leases, attachments, lispendens, etc.
4. That the OWNERS herein have not entered into any agreement for sale or promotional agreement with any person whatsoever in respect of the said property or any portion thereof morefully described in the Schedule – A hereunder written.
5. No civil or criminal case is pending in any Court of Law in respect of the said property morefully described in the Schedule – A hereunder written.
6. The OWNERS are seized and possessed of or otherwise well and sufficiently entitled to deal with the said property more fully described in the Schedule – A written in any manner they like.
7. The said property has neither been acquired nor requisitioned by any public authority including the Central Government, State Government, K.M.D.A, even no notice for acquisition or requisition of the said property has ever been served upon the OWNERS herein.
8. None has any right of maintenance nor any right of residence in respect of the said property.
9. That the OWNERS shall deliver vacant and khas possession of the said land to the developer free of any tenant or any sort of structure either kutchha or pucca.

AND WHEREAS there after the said owners jointly decided to develop the said land by constructing multi storied building over the said land and for that they entered this Agreement for Development with **ROSHMI**

ENTERPRISE (PAN NO. AAQFR8770C), a partnership firm having its office at Bhatenda, Rajarhat, P.S. Rajarhat, Kolkata – 700 135, District 24 Parganas (North), West Bengal represented by the partners **1) SRI SUBRATA NEOGI (PAN NO. APSPN7820E)** son of Late Birendra Nath Neogi, by faith – Hindu, by occupation - Business, by nationality – Indian, residing at Bhatenda (West) P. O. & P.S. – Rajarhat, Kolkata – 700 135, District 24 Parganas (North) **2) SRI PULAK CHATTERJEE (PAN NO. AUJPC1389H)** son of Late Kalidas Chatterjee, by faith – Hindu, by occupation - Business, by nationality – Indian, residing at Bhatenda (East) P. O. & P.S. – Rajarhat, Kolkata – 700 135, District 24 Parganas (North) **3) SRI BISWAJIT ROY (PAN NO. ADFPR0216F)** son of Late Sunil Kumar Roy by faith – Hindu, by occupation – Business, by nationality – Indian, residing at Bhatenda (West), P.O. & P.S. Rajarhat, Kolkata – 700 135 on the terms, conditions, stipulations and obligations contained hereunder.

AND WHEREAS the said owners entered into a Development Agreement with the developer above named **ROSHMI ENTERPRISE** on 27.07.2023 for constructions of a multi storied building over the said plot of land. The said Development Agreement was registered in the office of the A.D.S.R. – Rajarhat, and recorded in Book No.I, Volume NO.1523-2023, Pages 373725 To 373754, Being No.152311233 of the year 2023. On the same day the said owners also granted a Power of Attorney in favour of the partners of the said Developer firm **ROSHMI ENTERPRISE** which was also registered in the same office and recorded in Book No.I, Volume No.1523-2023, Pages 373755 to 373776, Being No.152311234 for the year 2023.

AND WHEREAS the owners herein obtained sanction plan from the North 24 Parganas Zilla Parishad on 10/07/2024 and subsequently commenced construction on the property described in the FIRST SCHEDULE hereunder and started construction of the building as said sanction plan which is under progress.

AND WHEREAS after completion of the construction of the building the vendors and the developer herein agreed to sell and the Purchasers herein agreed to purchase ALL THAT One self contained residential Flats No. 3C on the 3rd Floor (North West side) measuring a Carpet area of ____ Sq. Ft. (super built up area of _____ Sq. Ft.) more or less along with One covered car parking space together with undivided proportionate share or interest of the land along with all proportionate rights of all common areas and facilities of the building mentioned in the SECOND SCHEDULE hereunder written at or for the total consideration of **Rs. 00,00,000/-** (Rupees _____ Lakh) only which is to be paid by the Purchasers to the Developer in installments mentioned in the THIRD SCHEDULE hereunder written, where the Developer hereby confirmed the same. The said flat falls under Developer's Allocation.

AND WHEREAS the Owners and Developers agreed to sale and the Purchasers agreed to purchase the said Flat which is morefully described in the **Second Schedule** thereunder at the consideration stated hereinabove free from all encumbrances, attachment, liens and lispence.

NOW THIS INDENTURE WITNESSETH that at and for a consolidated consideration **Rs.** _____/- (Rupees _____ only) duly paid by the Purchasers to the DEVELOPER at or before the execution of this instrument (*the receipt whereof the DEVELOPER admit and acknowledge hereby as by the memo of consideration appearing at the foot of this instrument and release and acquit the Purchasers as also the said Flat and every part thereof of an from the same*) the VENDORS & DEVELOPER doth hereby **GRANT, SELL, CONVEY, TRANSFER, ASSIGN, AND ASSURE** unto the Purchasers **ALL THAT** THE said flat more particularly described in **Second Schedule** hereunder the same is sold together with the undivided impartibly proportionate share and /

or interest in the land of premises described in the **First Schedule** hereunder and right over common areas, common facilities and common conveniences which more particularly detailed in **Third Schedule** hereunder and subject to the obligations and / or requirement to be performed and observed by the Purchasers are more particularly described in **Fourth Schedule** hereunder and also subject to the payment of the future as are more particularly described in **Fifth Schedule** hereunder and also together with all right over common walls and all other structures, erections, building, water connection, drain connection thereof and / or reputed so to belong AND all rights, liberties, easements, privileges, appendages, reversions, reminders and all other rights belonging thereunto AND rents issue profits and usufructs thereof TO HAVE AND TO HOLD the same for an indefeasible title in fee simple free from all encumbrances whatsoever absolutely and ever AND THE VENDORS herein doth hereby covenant with the Purchasers that notwithstanding any act deed or thing done by it or knowingly suffered to the contrary the VENDORS have in it good right, full power and absolute authority to grant sell convey, transfer, assign and assure unto the Purchasers the property hereby sold and that there is no impediment or bar under any law or under any contract preventing it to do so there is no latent or patent defect of title of the VENDORS or that shall be obtained by the Purchasers in the property hereby conveyed AND THE VENDORS do hereby further covenant with the Purchasers that it hereby keep the Purchasers sufficiently harmless and indemnified against any manner of claim question demand or interest that may be raised in future by it or anyone claiming through by under authority from it or in trust or in equity in so far as the absolute title or ownership obtained by the Purchasers in the property hereby conveyed and further that the property hereby conveyed is not subject to any charge, lien, lispendence, life interest, debuttar, trust, requisition, acquisition, attachment, scheme or alignment whatsoever and nothing shall alter or defect or make void the absolute title of ownership obtained by the Purchasers in the property hereby conveyed AND THE VENDORS & DEVELOPERS do hereby further convent with the Purchasers that at the cost and request of the Purchasers it shall do all acts and shall execute and

registered all necessary document and papers for more perfectly assuring the title of the Purchasers in the property hereby conveyed AND the Purchasers and the VENDORS herein doth mutually covenant with one another that absolute vacant possession of the said Flat has been granted to the Purchasers on and from “_____” and the Purchasers are satisfied with the condition of the flat and the Purchasers shall not at any time in future raise any claim or objection regarding the construction or the workmanship or in any other manner whatsoever and that the Purchasers shall regularly pay periodic sums such maintenance charges and otherwise as are detailed in **Fifth Schedule** hereunder and in default of Purchasers pay such periodic sums, the persons or body entrusted with effecting maintenance and other common works shall be entitled to recover the same from Purchasers as a money claim together with interest at 2% per month and notwithstanding such right the they shall also been titled to discontinue the common facilities and common conveniences available to the Purchasers and further if the developer / vendors are forced to pay and/or bear any tax liability for the authorities calculating the same at the market value of the property and not at the price at which the same is being sold, then the Purchasers shall be bound to pay to the vendors the additional tax liability of the vendors AND THE DEVELOPER / VENDORS and the PURCHASERS doth hereby mutually covenant with one another that the Purchasers shall use or cause to be used the property hereby conveyed for purpose and shall not use the same in any manner so as cause any disturbance or annoyance to other occupants of the entire buildings end or keep any article or vehicle in the common passage and common areas and it is further covenanted between the VENDORS and the Purchasers that the Purchasers by virtue of this instrument is not obtaining right over any portion of the entire building described in the First schedule or any of the peripheral vacant land or other portions save except the said flat and the Purchasers specifically shall not have any right for access to uses, occupation, possession, enjoyment or utilization of the roofs of the building or any other land hereditament or premises save and except the property hereby conveyed as is more particularly described in **Second Schedule** hereunder and the importable undivided

proportionate share or interest in the land stated in the **First Schedule** and the rights over common user of the common areas, common facilities and common convenience as are particularly described in **Third Schedule** hereunder and any attempt on the part of the Purchasers to enter into any other portion of the said entire building and especially the roof thereof shall be an act of trespass and all the Flat owners shall be entitled to use and exploit the roofs of the said building commonly among themselves.

FIRST SCHEDULE - AS REFERRED TO ABOVE

ALL THAT piece and parcel of Bastu land measuring 08 cottahs 07 chittaks and 15 sq.ft. more or less with No Structure standing thereupon lying and situate at Mouza – Bhatenda, J.L. No. 28, Re. Sa. No. 50, L.R. Khatian Nos. 5309 & 5310, L.R. Dag No. 444 and L.R. Dag No. 445 Police Station and A.D.S.R – Rajarhat, under Rajarhat Bishnupur No. 1 Gram Panchayet, District 24 Parganas (North). Details of the of land given hereunder:-

Which is butted and bounded as follows :-

ON THE NORTH	:	24 feet wide Panchayet Road
ON THE EAST	:	Land under R.S. Dag No. 443
ON THE WEST	:	Land under R.S. Dag No. 445
ON THE SOUTH	:	Land under R.S. Dag No. 446

SECOND SCHEDULE – ABOVE REFERRED TO
(WITH MARBLE / VITRIFIED TILED FLOORING AND LIFT FACILITY)

ALL THAT One self contained residential Flat No. ____ on the ____ Floor (____ side) measuring a Carpet Area of ____ Sq. Ft. (super built up area of ____ Sq. Ft.) more or less consisting of ____ (____) Bed Rooms, ____ (____) Dining cum Drawing Room, ____ (____) Open Kitchen, ____ (____) Toilet, ____ (____) W.C. and ____ (____) Balcony in the said building along with one covered Car Parking space together with undivided proportionate share or interest of the land along with all proportionate rights of all common areas and facilities of the building duly constructed on the premises more fully mentioned in the **FIRST SCHEDULE** herein above written.

THIRD SCHEDULE AS REFERRED TO HEREIN ABOVE

(Common areas and common facilities)

1. Entirety of the land described in first schedule hereinabove.
2. Staircase on all floors, up to the roof level and staircase landings.
3. Spaces and areas on all floors meant for egress and ingress to the respective flats.
4. Boundary walls, if any, and the main gate and the passages leading from the main gate to the staircase and the right of user for the purpose of egress and ingress only, of the main gate passages, and staircase including landings.
5. Tube well reservoir, electrical pump set including motor pump, for the purpose of pumping water from the underground reservoir to the overhead tank for storing water in the event the said Flat described in second Schedule above does not have a specifically allotted overhead tank and the

water supply system of pipeline from underground water reservoir to the overhead tank through the water pump as also the water distribution system of pipeline from overhead tank to the flats.

6. The entire drainage system and/or sewerage system, including septic tank, if any.
7. All electrical installations and all electrical wirings including electric motor main for running of the water pump and lighting of the common areas including pathways and staircase as mentioned above.
8. Driveway, pathways and lobby in the ground floor, if any and earmarked specifically for common user.
9. Space for installation of electric meters and board and space for installation of electrical main switch.
10. Right and privilege over vertical and lateral support, easement and quasi easement and appurtenances whatsoever which are in any way connected with flat described in second Schedule above and which are necessary to support the structure and construction of external part of the said flat.
11. External surface of the entire building.
12. Right of access and common user with the other co-occupants of the said apartment/ buildings for the purpose of egress and ingress to the said Flat described in second Schedule above.
13. Right of access to common electrical installations and drainage and sewerage system as shall be essential for repairing any blockage of the drain in the said flat and the water supply system and electric lighting in the common areas mentioned above.

FOURTH SCHEDULE AS REFERRED TO HEREIN ABOVE

(Obligations to be observed the by Purchasers)

1. Not to use the said flat or cause it to be used for any purpose other than **Residential Purpose**, save with the express written consent of the VENDORS or the Association of the flat owners when formed.
2. Not to throw any dirt or rubbish or any other refuse or waste or permit the same to be thrown in the common areas or common passages and especially in the landing of the staircase and not to do any act whereby the soil pipes and/or drainage system may become choked or jammed.
3. Not to keep any pets which shall cause any disturbances or annoyances to any other occupants of the said apartment /building.
4. Not to hang or dry any clothes so that the same may be seen from the outside of the said apartment buildings and not to do any act whereby the beauty and show of the apartment is impaired in any way.
5. Not to do act or cause any act done whereby the serenity, calmness and congenial atmosphere of the apartment/buildings is disturbed in any way and not to do any act which may cause any nuisance or annoyance to any other occupant of the said apartment/buildings or which in any way disturbs the peaceful, quiet, user and enjoyment for residence of other portion of the said building.
6. To fully co-operate with the other co-owners and/or Co-purchaser of flats of the said apartment and upkeep of the common areas and common facilities and to abide by the laws, bye-laws, rules and regulations framed by the said body for maintenance and upkeep of the said apartment/building and to become member of the said body, and when necessary and pay proportionate charges for formation and registration (if done) thereof.
7. To allow the authorised agent of the VENDORS and/or authorised agent of the body formed for maintenance of common areas, common convenience

to enter into the said flat without causing any under inconvenience to the Purchasers for the purpose of checking the installation including electrical installations, plumbing installations, and especially the drainage system for the purpose of effecting repairs necessary for upkeep of common areas and common facilities.

8. Not to create any interference, obstructions or hindrance with the construction to be made by the VENDORS or the transferee of the VENDORS in portions of the said apartment/buildings and/or peripheral vacant land or in the roof without interfering with the ownership of the flat described in second schedule.
9. Not to permanently sub-divide the said flat or to transfer or part with any interest or part with possession of any portion of the said flat and to deal with the said flat as a whole flat provided always that it shall not debar the Purchasers from effecting internal decoration.
10. Not to do any act that shall interfere with the structural stability of the entire apartment /building.
11. Not to paint and/or decorate the said Flat in any way so that common colour schedule of the exterior of the apartment/building is interfered with in any manner whatsoever, including the common colour schedule of the staircase landing and other common areas.
12. Not to store or bring in or allowed to be stored in bulk quantity any combustible, hazardous or inflammable material or which are so heavy that they may affect or endanger the structure of the building as a whole and not to cause any health hazard.
13. To properly maintain the internal electrical installation and plumbing installation.
14. Not to block or hinder the free egress and ingress through common areas and common passages and especially not to park any two wheelers or any other material or in any way cause blockage of the common areas and or pathways and staircase, including landing.

15. Not to do or permit to be done any act or thing which may render void or make void any insurance in respect of the said apartment/building.
16. To perform and observe any other restriction and/or embargo that may be decided by the body or authority framed for the purpose of maintaining and upkeep of the apartment/building and that may be imposed on one or more of the occupiers and/or owners of the different flats.
17. That the Purchaser herein shall at all times be entitled to sell let out, transfer, mortgage gift, lease or otherwise deal with or dispose of the said flat as described in the second schedule above to any other person or persons whatsoever without the consent of anybody including any co-owner of the building. Provided that all transferees shall be subject to the same restrictions, obligations, terms and conditions.
18. The title deeds of the entire premises described in the first schedule herein shall remain with the VENDORS, and the Purchaser will be entitled to inspection thereof and to have copies of and / or expenses for all reasonable purpose.
19. The Association of the flat owners shall be framed by the Purchaser herein jointly with all other similar flat owners in the building and submit the building to the provisions of the West Bengal Apartments ownership Act.1972. and to that and the Purchaser shall and will sign and execute all forms, returns declarations and documents as may from time to time become necessary.

FIFTH SCHEDULE AS REFERRED TO HEREIN ABOVE

(Proportionate costs for maintenance etc.)

1. All proportionate costs of maintenance claiming and upkeep of the common areas, common passages and common facilities of the said apartment/building, including main gate, staircase with landing, passages

leading to the staircase entire water supply system including maintenance of water pump and cost of repair thereof, and costs and charges for electric lighting of the common areas, including main gate and staircase and common decoration of the said apartment/building as are specified as common in the third schedule.

2. Proportionate share of all salary and/or remuneration of persons employed for upkeep of the common areas and common facilities, including wages salaries and/or remunerations of Durwan, Sweeper, Electrician, Pump Operator and such other personnel.
3. All charges and deposits for supply of common utilities and for costs to repair, including changing of any parts in the water supply system, including water pump, changing of bulbs and electrical installation in the common areas and such other items that may be required to be decided at the absolute discretion of the body and/or authority meant for the upkeep and maintenance of the apartment/building.
4. All proportionate share and/or costs for payments of insurance premium in respect of the entire apartment/building for insurance against earthquake, fire fighting and civil disturbance etc. as and if so decided by the body of authority meant for the upkeep and maintenance of the apartment/building after it made over to such authority by the vendors.
5. All proportionate costs of installation of central T.V. antenna if decided to be installed.
6. All proportionate shares of office expenses and litigation expenses relating only to the maintenance and upkeep of common areas and common areas and facilities.
7. Proportionate share of all other expenses and/or outgoings that shall be deemed necessary by the body and/or association entrusted with the maintenance and upkeep of the apartment/building.

8. All proportionate shares of any tax, land rent or any other impositions that shall be made by the Government of Semi. Government, body or association or authority in respect of the said apartment/building in future.
9. It is made specifically clear that all the aforementioned proportionate share of common expenses shall be payable by the Purchaser from the date of delivery of possession of the said Flat to the Purchaser being the date of issuance of possession certificate by the Confirming Party, and irrespective of the date of this conveyance or the date of actual physical occupation and user of the said Flat by the Purchaser, and the proportion of the Purchaser shall be the ratio of dividing the super built up area of the said by the total built up area of the building where the Flat is situated.

(WORKS SPECIFICATION OF BUILDING)

BUILDING SPECIFICATIONS

Super Structure

R.C.C. Framed structure with 110 mm thick (average) roof slabs.

Brick Wall

- i. Exterior brick wall be of best available quality bricks and of thickness 5" in C.M. 1:6.
- ii. Partition walls will be the best available quality bricks of thickness 5"/3" in C.M. 1:4.

N.B. C.M = Cement Mortar

Plaster

- i. External walls $\frac{3}{4}$ " thick in C.M. 1:4
- ii. Internal Walls $\frac{1}{2}$ " thick in C.M 1:4
- iii. Ceiling $\frac{1}{4}$ thick in C.M. 1:4.

N.B : C.M – Cement Mortar

Walls Finish

- i. Exterior Walls – Weather coat or equivalent.
- ii. Internal Walls, Ceiling – Plaster of Parish finish.

Flooring

Flooring – Vitrified Tiles

Doors

- i. All doors opening outside will have Sal wood frame of 4" x 2 1/2" section with solid core flush shutter.
- ii. Internal doors will have Sal wood frames of 4" x 2 1/2" with commercial ply wood (32 mm. factory finish phenol bond)

- iii. Hinges and fixtures will be of stainless steel.

Windows

Steel window sliding Aluminum frames with of 3 mm. thick glass.

Verandah

Grills upto 3' height fabricated of 20 mm x 6 mm flats or 12 mm square bars with enamel paintings

One Toilet will be provided with

- i. Hot and cold water connection with separate piping and provision for geyser.
- ii. Dado upto 6' in matching glazed tiles of single light colour and Regency or equivalent.
- iii. Indian Pan (Orissa) or commode and basin of light colour with cistern.
- iv. Bathroom fittings will be of Esco or equivalent Conventional type.

The kitchen will have the following

- i. Cooking platform with Green Marble.
- ii. Dado of 2' height from the cooking platform in glazed tiles of single light colour (Regency equivalent brand)
- iii. Stainless steel sink.
- iv. Exhaust fan point
- v. Electric power outlet range, refrigerator and appliances

Staircase

- i. Flooring in Kota/other Stone
- ii. Railing of M.S. Grill
- iii. Steel frame with fixed panes (Glass 3 mm thick) on external wall of thick for natural illumination.

Electrical Installation

- i. Suitable light points, fan and necessary sockets in the rooms, provisions for air – conditioned in one bedroom.
- ii. Call bell – push at main door.
- iii. Anchor or equivalent Switches and Havel's or equivalent Wire.
- iv. TV point at living / dining.

Plumbing System

Concealed Pipeline, soil lines will be of P.V.C (Local make)

Raw water Disposal

Rain water pipes of not less than 3" diameter in adequate numbers are to be provided to take care of raw water disposal.

Parapet wall of Roof

3' – 4' high and 5" thick ornamental brick wall in C.M. 1:4.

IN WITNESS WHEREOF the VENDORS, DEVELOPER and PURCHASERS hereunto set and subscribed their respective hands and seals in execution hereof on the day of the month and year first above written.

SIGNED, SEALED AND DELIVERED

In presence of

WITNESSES

1.

**CONSTITUTED ATTORNEY OF
THE VENDORS**

2.

PURCHASERS

DEVELOPER

Drafted by

Advocate

Alipore Judges Court

Regd. No.WB65/1987

Typed by

MEMO OF CONSIDERATION

RECEIVED the within mentioned sum of **Rs. 0,00,000/-** (Rupees _____) **only** from the within mentioned **PURCHASERS** towards the full consideration Money for selling the within mentioned flat.

By Online Transfer dt. : Rs. 0,00,000.00

By Online Transfer dt. : Rs. 0,00,000.00

	<hr style="border-top: 1px solid black;"/> Total Rs. 0,00,000.00 <hr style="border-top: 3px double black;"/>
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(Rupees _____) only

WITNESSES :

1.

2.

DEVELOPER