

SREEKAM CONSTRUCTION PVT. LTD.
Subash Ch Bose
DIRECTOR

DRAFT

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand and Twenty _____(202___).

BETWEEN

(1).MR. NARAYAN CHANDRA GHOSH (PAN No. ADNPG3412G), son of Late Biseswar Ghosh, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at Emami City, B1-903, 2, Jessore Road, P.O & P.S- Dum Dum, Kolkata-700 028, District – North 24 Parganas, West Bengal, (2) **MRS. MALA GHOSH (PAN No. AFCPG2299E)**, wife of Mr. Narayan Chandra Ghosh, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at Emami City, B1-903, 2, Jessore Road, P.O & P.S- Dum Dum, Kolkata-700 028, District – North 24 Parganas, West Bengal, (3) **MR. DEEP GHOSH (PAN No. ALFPG0105N)**, son of Mr. Narayan Chandra Ghosh, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at Emami City, B1-903, 2, Jessore Road, P.O & P.S- Dum Dum, Kolkata-700 028, District – North 24 Parganas, West Bengal, hereinafter called the "**OWNERS**" (Which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART.**

The Owners duly represented by **M/S SREE RAM CONSTRUCTION PVT. LTD (CIN NO. U70109WB2016PTC217236)** a closely held company incorporated under Companies Act 2013 and registered with Registrar of Companies, West Bengal, having its registered office at Emami City Tower,06-8, 2, Jessore Road, P.O & P.S- Dum Dum, Kolkata-700028 represented by its authorized signatory namely Mr. Subash Chandra Bose son of Late Nakuleswar Bose (Pan No. AEGPB1218M) of 30, Italgacha Road, P.O & P.S- Dum Dum, Kolkata-7000287 India (North 24 Parganas) by virtue of Development Agreement &

Development Power of Attorney Registered on 22.01.2024 in the office of ADSR Cossipore Dum Dum and Registered in Book – I, Volume Number 1506-2024, Page from 23742 to 23776, Being No. 150600579 for the year 2024 and Book – I, Volume Number 1506-2024, Page from ____ to _____, Being No. _____ for the year 2024.

AND

M/S SREE RAM CONSTRUCTION PVT. LTD (CIN NO. U70109WB2016PTC217236) a closely held company incorporated under Companies Act 2013 and registered with Registrar of Companies, West Bengal, having its registered office at Emami City Tower, 06-8, 2, Jessore Road, P.O & P.S- Dum Dum, Kolkata-700028 represented by its authorized signatory namely Mr. Subash Chandra Bose son of Late Nakuleswar Bose (Pan No. AEGPB1218M) of 30, Italgacha Road, P.O & P.S- Dum Dum, Kolkata-700028 India (North 24 Parganas) authorized vide resolution dated ___, hereinafter called the "**PROMOTER**" (which expression shall unless executed by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

[if the Allottee is a company]

_____(CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____(PAN No. _____) represented by its authorized signatory, (Aadhaar No. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[if the Allottee is a Partnership]

_____a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____PAN No. _____,

represented by its authorized partner__(Aadhaar No._____) duly authorized vide____
_____hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is an Individual]

Mr./Ms._____(Aadhaar No._____) son/ daughter of _____
aged about _____residing at _____(PAN No._____) hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[if the Allottee is a HUF]

Mr._____(Aadhaar No._____) son of_____aged about_____for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at_____
_____(PAN No._____) hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART.**

WHEREAS :

1. By virtue of a sale bikray kobala(Sale Deed) registered on dated 04.12.1951 at the office of the Sub- Registrar, Cossipore Dum Dum in Book No. 1, Volume No. 95, Pages 22 to 25, Being No. 6761 for the year 1951 one Jogendra Kumar Majumder son of Late Baikuntha Chandra Majumder had purchased a piece and parcel of land measuring about 5(Five) Cottahs 12(Twelve) Chottacks comprised in

Mouza- Digla, J.L.No. 18, R.S.Khatian No. 755, R.S.Dag No. 1549/6024, within P.S-Dum Dum, Sub- Registry Office Cossipore Dum Dum, District: 24 Parganas (North).

2. Upon becoming owner of the aforesaid property said Jogendra Kumar Majumder since deceased during her life time applied and obtain mutation of her name as owner in the local South Dum Dum Municipality as well as in the land records maintained in the office of BL & LRO and thereafter constructed a pucca bricks built residential building of a portion of the aforesaid land and residing with her family members peacefully without any objections or obstructions from any third party and paying taxes regularly. The aforesaid property is free from encumbrances, charges, liens and lispens whatsoever in nature
3. In the mean time said Jogendra Kumar Majumder died intestate on dated 19.10.1966 leaving surviving him his wife Smt. Shanti Bala Majumder, 3(Three) sons namely Samir Majumder, Tushar Kanti Majumder and Sisir Kanti Majumder and 3 (Three) daughters namely Smt. Mira Ghosh, Smt. Ira Das and Smt. Shipra Mukherjee as his legal heirs and successors to inherit his aforesaid property.
4. And in the mean time one of the legal heirs namely Sisir Kanti Majumder son of Late Jogendra Kumar Majumder died as bachelor on dated 27.03.1997 and after the demise of said Sisir Kanti Majumder his 1/7th share had been inherited to his mother Smt. Shanti Bala Majumder and as a result said Smt. Shanti Bala Majumder become entitled to get 2/7th share in respect of the entire aforementioned property of Jogendra Kumar Majumder since deceased as per Hindu Succession Act 1956.
5. And in the mean time said Smt. Shanti Bala Majumder by deed of gift transferred her undivided share in favour of Samir Majumder(son) by virtue of a Deed of Gift Being No.6140 of 2005 duly registered at ADSR Cossipore Dum Dum.
6. And in the mean time aforesaid Samir Majumder and Smt. Shanti Bala Majumder instituted a suit for partition being Title Suit No. 49 of 2001 before Ld. 2nd Civil Judge Senior Division, Barasat, 24 Parganas (N) against Tushar Kanti Majumder, Smt. Mira Ghosh, Smt. Ira Das and Smt. Shipra Mukherjee (All Co-sharers of the property).

7. And in the mean time the aforesaid Smt. Shanti Bala Majumder wife of Late Jogendra Kumar Majumder died intestate on dated 24.04.2007 leaving behind two sons and three daughters as her heirs and successors who becomes joint owner with 1/5th share. And in the mean time said suit was ultimately disposed of by order dated 05.03.2016 and final decree was drawn up to the effect that the plaintiff Samir Majumder and the defendants Tushar Kanti Majumder, Smt. Mira Ghosh, Smt. Ira Das and Smt. Shipra Mukherjee shall get 1/5th share each out of total property of 5 Cottahas 12 Chittacks and in final decree the Ld Court declared as cancelled the aforesaid Gift Deed Being No. 6140/2005.
8. In the mean time one of the co- sharers Tushar Kanti Majumder died intestate on dated 11.02.2018 leaving surviving him his wife Smt. Santwana Majumder and one son namely Sabyasachi Majumder as his legal heirs and successors to inherit his aforesaid property.
9. In the mean time one of the co- sharers Ira Das died intestate on dated 31.08.2018 leaving surviving her only daughter namely Susmi Das as his legal heirs and successors to inherit his aforesaid property.
10. And on the basis of aforesaid said Mr. Samir Majumder, Smt. Santwana Majumder, Mr. Sabyasachi Majumder, Smt. Mira Ghosh, Susmi Das and Smt. Shipra Mukherjee as joint owner seized, possessed and enjoying the aforesaid property sold , transferred and conveyed by a registered deed of conveyance registered at the office of the ADSR Cossipore Dum Dum on dated 20.08.2019 recorded in Book No. 1, Volume No. 1506-2019, Pages 370930 to 370969, Being No. 150607717 for the year 2019 the total 5 Cottahas, 12 Chittacks of land at Mouza- Digla, P.S- Dum Dum, R.S/L.R.Dag No. 1549/6024, L.R.Khatian No. 3456,3457,3458,3459,3460 at holding No. 145 R.N.Guha Road in favour of Narayan Chandra Ghosh, Mala Ghosh and Deed Ghosh.
11. In the manner as stated above by way of aforesaid, the said Mr. Narayan Chandra Ghosh, Smt. Mala Ghosh and Mr. Deep Ghosh herein Owners become the absolute lawful owners in respect of plots of land free from all sorts of encumbrances, charges, liens, lispendences, attachments, acquisitions and requisitions whatsoever in nature and mutated his/her name assessment records of concerned authority. Further they applied before BL&LRO and

recorded their names and get separate L.R.Khatian No. 3954,3960 & 3962 and paying taxes regularly

12. Accordingly the said Mr. Narayan Chandra Ghosh, Smt. Mala Ghosh and Mr. Deep Ghosh the Owners herein become the absolute lawful owners in respect of aforesaid property free from all sorts of encumbrances, charges, liens, lispendences, attachments, acquisitions and requisitions whatsoever in nature and mutated his name assessment records of concerned authority and and is paying the municipal tax, taxes, khajnas and government impositions that may be charged by the concerned authority time to time.
13. And finally Mr. Narayan Chandra Ghosh, Smt. Mala Ghosh and Mr. Deep Ghosh, the Owners herein become the absolute lawful owner of ALL THAT piece and parcel of land measuring about 5 Cottaha 12 Chittacks Little more or less at Mouza- Digla, J.L.No. 18, Touzi No. 1513, R.S.No. 161, R.S./L.R. Dag No. 1549/6024, R.S.Khatian No. 755, L.R.Khatian No. 3954,3960,3962, under local limit of ADSR Cossipore Dum Dum, Ward No. 9 of South Dum Dum Municipality, Municipal holding No. 145, R.N.Guha Road, P.O & P.S- Dum Dum, Kolkata-700028, District 24 Parganas (N) more fully described hereunder in FIRST SCHEDULE written hereunder.
14. The said Owners herein decided to construct a building on the said land as per plan to be obtained from the South Dum Dum Municipality after demolition of the existing structure standing thereon and accordingly the said Owners herein entered into a registered Development Agreement Cum Power of Attorney on dated 22.01.2024 with M/S SREE RAM CONSTRUCTION PVT. LTD (CIN NO. U70109WB2016PTC217236) a closely held company incorporated under Companies Act 2013 and registered with Registrar of Companies, West Bengal, having its registered office at Emami City Tower,06-8, 2, Jessore Road, P.O & P.S- Dum Dum, Kolkata-700028 represented by its authorized signatory namely Mr. Subash Chandra Bose son of Late Nakuleswar Bose (Pan No. AEGPB1218M) of 30, Italgacha Road, P.O & P.S- Dum Dum, Kolkata-700028 India (North 24 Parganas) as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions as the Developer shall think, fit and proper and the same was duly registered before the office of the ADSR Cossipore

Dum Dum and Registered in Book – I, Volume Number 1506-2024, Page from 23742 to 23776, Being No. 150600579 for the year 2024 and Book – I, Volume Number 1506-2024, Page from 23742 to 23776, Being No. 150600579 for the year 2024.

1. Thereafter as per terms and conditions of Development Agreement and General Power of Attorney the Developer herein constructed Ground plus four storied Building according to the sanctioned Plan being Plan No. 214/2021-22 dated 18.08.2022 issued by the South Dum Dum Municipality upon the said piece and parcel of land measuring about 5 Cottaha 12 Chittacks little more or less more fully and particularly described in **FIRST SCHEDULE HEREUNDER**.
2. As per the allocation and/or allotment of Development Agreement dated 22.01.2024, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
3. The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-___), East** facing of the Ground plus storied Building, measuring an area of **Square Feet carpet area** of the building named "**MANASA APARTMENT**" in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Digla, J.L.No. 18, Touzi No. 1513, R.S.No. 161, R.S./L.R. Dag No. 1549/6024, R.S.Khatian No. 755, L.R.Khatian No. 3954,3960,3962, under local limit of ADSR Cossipore Dum Dum, Ward No. 9 of South Dum Dum Municipality, Municipal holding No. 145, R.N.Guha Road, P.O & P.S- Dum Dum, Kolkata- 700028, District 24 Parganas (N), West Bengal hereinafter called and referred to as the "**SAID FLAT**" more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....) only** finding the proposal as an acceptable one, the competent authority of the

developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.

4. By an Agreement for Sale dated the Owners/Vendors herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT** one **Flat, being** Flat No., on the **Floor (Flooring-_____)**, _____ facing of the Ground plus Four storied Building measuring an area of _____ **Square Feet carpet area** of the building in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Digla, J.L.No. 18, Touzi No. 1513, R.S.No. 161, R.S./L.R. Dag No. 1549/6024, R.S.Khatian No. 755, L.R.Khatian No. 3954,3960,3962, under local limit of ADSR Cossipore Dum Dum, Ward No. 9 of South Dum Dum Municipality, Municipal holding No. 145, R.N.Guha Road, P.O & P.S- Dum Dum, Kolkata- 700028, District 24 Parganas (N), West Bengal more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate importable share and interest in the land which is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....) only** and the same was duly confirmed by the said Developer herein.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....) only** as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owners /Vendors and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring- _____)**, facing of the Ground plus _____ storied Building measuring an area of **Square Feet carpet area** of the building in complete

and habitable condition in all manner whatsoever lying and situated at Mouza- Digla, J.L.No. 18, Touzi No. 1513, R.S.No. 161, R.S./L.R. Dag No. 1549/6024, R.S.Khatian No. 755, L.R.Khatian No. 3954,3960,3962, under local limit of ADSR Cossipore Dum Dum, Ward No. 9 of South Dum Dum Municipality, Municipal holding No. 145, R.N.Guha Road, P.O & P.S- Dum Dum, Kolkata- 700028, District 24 Parganas (N), West Bengal more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners/Vendors to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owners /Vendors herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owners /Vendors and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owners /Vendors and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them

or any of them.

- 3.** The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners/Vendors and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners/Vendors and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
- 4.** The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
- 5.** The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
- 6.** The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
- 7.** The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
- 8.** The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners /Vendors or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
- 9.** The PURCHASER undivided proportionate interest in land is importable in perpetuity.
- 10.** The Owners/Vendors, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby

conveyed or any part thereof by, from under or in trust for the Owners /Vendors or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.

- 11.** The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

NOTE:

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE SAID PREMISES)

All That Land measuring about 5 Cottaha 12 Chittacks Little more or less at Mouza- Digla, J.L.No. 18, Touzi No. 1513, R.S.No. 161, R.S./L.R. Dag No. 1549/6024, R.S.Khatian No. 755, L.R.Khatian No. 3954,3960,3962, under local limit of ADSR Cossipore Dum Dum, Ward No. 9 of South Dum Dum Municipality, Municipal holding No. 145, R.N.Guha Road, P.O & P.S- Dum Dum, Kolkata- 700028, District 24 Parganas (North), West Bengal and the same “**MANASA APARTMENT**” is Butted and Bounded as follows:

BY NORTH	:	Holding No. 144 (Sudhir Banerjee);
BY SOUTH	:	Land and house of Nagendra Das & Others;
BY EAST	:	Municipal Road;
BY WEST	:	Municipal Drain;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

ALL THAT one residential **Flat, being** Flat No., on the **Floor (Flooring- _____)**, facing of the Ground plus storied Building namely “**MANASA APARTMENT**” measuring an area of **Square Feet carpet area** consisting of (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and (.....) Balcony together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Mouza- Digla, J.L.No. 18, Touzi No. 1513, R.S.No. 161, R.S./L.R. Dag No. 1549/6024, R.S.Khatian No. 755, L.R.Khatian No. 3954,3960,3962, under local limit of ADSR Cossipore Dum Dum, Ward No. 9 of South Dum Dum Municipality, Municipal holding No. 145, R.N.Guha Road, P.O & P.S- Dum Dum, Kolkata- 700028, District 24 Parganas (N), West Bengal.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(Common Parts and Facilities)

1. Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
1. The salaries of all the persons employed for the said purpose.
2. All charges and deposit for suppliers of common facilities and utilities.
3. Municipality taxes, multi-storied building taxes, other outgoing saves those separately assessed on the respective Flat/unit.
4. Cost and charges of establishment for maintenance for the building and for watch

and ward staff.

5. All litigation's expenses for protecting the title of the said land and building.
6. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. All expenses referred to above shall be proportionately borne by the co-purchasers 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 unsold units/flats.
9. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
10. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ ₹ ____ and _____paise per sq. ft. as per occupied area monthly within 10th of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.
11. Electrical expenses relating to operating water pump.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON RESTRICTIONS FOR OCCUPIERS)

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by
the **VENDORS** at Kolkata in the presence

of :

1.

2.

SIGNATURE OF THE VENDORS

SIGNED SEALED AND DELIVERED by
the **DEVELOPER** at Kolkata in the
presence of:

1.

2.

SIGNATURE OF THE DEVELOPER

SIGNED SEALED AND DELIVERED by
the **PURCHASER** at Kolkata in the
presence of:

1.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Advocate
M.No. _____

RECEIVED from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/- (Rupees.....) only** by way of total consideration money as per Memo below :-

MEMO OF CONSIDERATION

Cheque No.	Date	Bank & Branch Name	Amount
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Total **Rs.00,00,000/-**

(Rupees.....) only

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE DEVELOPER

Identified by:

Name: _____

Son of _____,

by Faith-_____, Occupation:_____

Residing at – _____, P.O._____, P.S._____.

Kolkata-_____, District:_____.