

DEED OF CONVEYANCE

THIS INDENTURE is made on this day of
..... Two Thousand and Twenty Five [2025]

PUJA CONSTRUCTION
Ashim Kumar Das.
Proprietor

BETWEEN

ASHIM KUMAR DAS [PAN - ACUPD8075C], son of Late Gopal Chandra Das, by faith – Hindu, by occupation - Business, by Nationality – Indian, residing at “Giridhari Apartment”, 3rd Floor, Flat No.4B, 35, Sainen Das Sarani (Post Office Road), Dum Dum Cantonment, P.O. & P.S. Dum Dum, Kolkata – 700028, District – North 24 Parganas, West Bengal, hereinafter called and referred to as the “**VENDOR**”, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, representatives and assigns) of the **FIRST PART**.

AND

PUJA CONSTRUCTION (PAN-ACUPD8075C), a proprietorship firm having its office at Premises No. 2/2, S-II, N.C. Mitra Road, 1st Floor, Dum Dum Cantonment, P.O. & P.S.- Dum Dum, Kolkata - 700028, District-North 24-Parganas, represented by its Proprietor **ASHIM KUMAR DAS** [PAN - ACUPD8075C], son of Late Gopal Chandra Das, by faith – Hindu, by occupation - Business, by Nationality – Indian, residing at “Giridhari Apartment”, 3rd Floor, Flat No.4B, 35, Sainen Das Sarani (Post Office Road), Dum Dum Cantonment, P.O. & P.S. Dum Dum, Kolkata – 700028, District – North 24 Parganas, West Bengal, hereinafter called the ‘**DEVELOPER**’ (Which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its Proprietor, Successor-in-office, executors, administrator, legal representatives and assigns) of the **SECOND PART**.

AND

.....
 son/wife of, residing
 at
, hereinafter called the “**PURCHASER**”, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, representatives and assigns) of the **THIRD PART**.

WHEREAS by virtue of an Indenture dated 29/12/1979 registered in the office of District Registrar Alipore, recorded in Book No.I, Volume No.135, Pages 121 to 137, Being No.5780 for the year 1979 one Bhupendra Chandra Chatterjee described therein as the Vendor had sold, transferred, conveyed and assigned all that piece and parcel of land measuring an area 2(two) Cottahs 7(seven) Chittacks 9(nine) Sq.ft., more or less together with an one storied

building comprised in Dag Nos. 1305 & 1306, under Khatian No.61 & 888, J.L. No.17, Touzi No.228 & 229, R.S. No.180, at Mouza – Krishnapore, P.S. Lake Town, within the limits of South Dum Dum Municipality, being Plot No.57 of Block – ‘B’, Bangur Avenue know and marked as 57/C, Bangur Avenue, municipal Holding No.775, Bangur Avenue, Kolkata – 700055, District - North 24 Parganas to Ujjal Kumar Dhar and Deb Kamal Dhar, described therein as a Purchasers, free from all encumbrances whatsoever.

AND WHEREAS by virtue of the aforesaid Deed of Conveyance vide Deed No. 5780 for the year 1979 said Ujjal Kumar Dhar and Deb Kamal Dhar became the absolute joint owners of the aforesaid landed property and while seizing, possessing and enjoying the aforesaid property they realized that it has become difficult and most inconvenient for the aforesaid owners namely Ujjal Kumar Dhar and Deb Kamal Dhar to use, occupy and enjoy the said property jointly and/or it was not convenient in joint living and for the purpose of convenient and quit enjoyment of said landed property and with a view to avoid dispute and differences, they have decided and mutually agreed to partition their respective area of the said one storied building upon the said land among themselves and thereafter they have executed a Deed of Partition dated 13/05/1981 registered at the office of the District Registrar Alipore, recorded in Book No.I, Volume No.158, Pages 246 to 259, Being No.5194 for the year 1981.

AND WHEREAS by way of the said Deed of Partition vide Deed No.5194 for the year 1981 said Ujjal Kumar Dhar became the owner of a part or portion of Ground floor measuring an area 1032 sq.ft., of the building upon the entire land, more fully and particularly described in the **Schedule-‘B’** thereunder written and marked as Lot – ‘B’ and delineated with “YELLOW” ink border in the attached plan therein and said Deb Kamal Dhar became the owner of a part or portion of Ground floor measuring an area 636 sq.ft., of the building upon the entire land, more fully and particularly described in the **Schedule-‘C’** thereunder written and marked as Lot – ‘A’ and delineated with “RED” ink border in the attached plan therein and 96 sq.ft. of area will be remain as common passage for them of them.

AND WHEREAS be it mentioned that a typographical mistakes has been found in the said Deed of Partition vide Deed No.5194 for the year 1981 that Khatian number has been wrongly written as Khatian No.828 in page No.12 of the said Deed instead of Khatian No.888 and to avoid any future disputes and/or litigation regarding that, said Ujjal Kumar Dhar and Deb Kamal Dhar has executed and registered a Deed of Declaration dated 06/06/2024 registered at the office of the Additional Registrar of Assurances – II, recorded in Book No.I, Volume

No.1902-2024, Pages 347243 to 347260, Being No.6693 for the year 2024 more fully and particularly described therein.

AND WHEREAS Ujjal Kumar Dhar and Deb Kamal Dhar while residing their respective partitioned portion in the same dwelling house, they have submitted a map or plan of a Ground + Two storied building to the municipal Authority of South Dum Dum Municipality for sanction and said South Dum Dum Municipality has sanctioned the building plan vide Plan No.76 dated 31/01/1983, in respect of the said premises being Premises No.57/C, Bangur Avenue, Block-B, Kolkata – 700055, P.S. Lake Town, District of 24-Parganas (North) and after obtaining the said plan said Ujjal Kumar Dhar and Deb Kamal Dhar have duly constructed a Three storied building measuring an area 3510 sq.ft., (Ground floor area 1170 sq.ft., First floor area 1170 sq.ft., and Second floor area 1170 sq.ft.,) after demolishing the old existing building.

AND WHEREAS thereafter said Ujjal Kumar Dhar duly mutated his name in the records of South Dum Dum Municipality being Holding No. 1344, Bangur Avenue, being Assessee No. 1202901532349 and Deb Kamal Dhar duly mutated his name in the records of South Dum Dum Municipality being Holding No. 1345, Bangur Avenue Being Assessee No. 1202901528794 respectively.

AND WHEREAS while seizing, possessing and enjoying the said landed property, by virtue of a Deed of Conveyance dated 26/06/2024 registered in the office of the Registrar of Assurances – II, Kolkata, recorded in Book No.I, Volume No.1902-2024, Pages from 412089 to 412111, Being No.190207682 for the year 2024 said Ujjal Kumar Dhar and Deb Kamal Dhar described therein as a Vendors have sold, transferred, conveyed and assigned all that piece or parcel of “Bastu” land measuring an area **2(two) Cottahs 7(seven) Chittacks 9(nine) Sq.ft.**, more or less together with a 35 years old **mosaic flooring three storied building measuring an area 3510 sq.ft., (Ground floor area 1170 sq.ft., First floor area 1170 sq.ft., and Second floor area 1170 sq.ft.,)** more or less comprised in R.S./L.R. Dag Nos. 1305 & 1306, under R.S./L.R. Khatian No.61 & 888, J.L. No.32, at Mouza – Shyamnagar (previously Krishnapore), lying and situated at Holding No. 1344 and 1345, Bangur Avenue, Premises No.57/C, Bangur Avenue, Block-B, Kolkata – 700055, P.S. Lake Town, within the limits of South Dum Dum Municipality under Ward No.29, in the District of North 24-Paraganas to Ashim Kumar Das, described therein as a Purchaser, free from all encumbrances whatsoever.

AND WHEREAS by virtue of above mentioned registered Deed of Conveyance being No. 190207682 for the year 2024, the said Ashim Kumar Das became the absolute owner of the aforesaid property and thereafter duly mutated his name in the records of South Dum Dum Municipality being Holding No.1344, Bangur Avenue, Block – B, Kolkata -700055 and since then he is paying taxes thereof regularly as the sole owner of the aforesaid land with structure in question, and enjoying the same peaceably without any interference from any end whatsoever.

AND WHEREAS by virtue of the recital hereinabove said Ashim Kumar Das the Vendor herein, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area **2(two) Cottahs 7(seven) Chittacks 9(nine) Sq.ft.**, more or less together with a structure comprised in R.S./L.R. Dag Nos. 1305 & 1306, under R.S./L.R. Khatian No.61 & 888, J.L. No.32, at Mouza – Shyamnagar (previously Krishnapore), lying and situated at Holding No. 1344, Bangur Avenue, Premises No.57/C, Bangur Avenue, Block-B, Kolkata – 700055, P.S. Lake Town, within the limits of South Dum Dum Municipality under Ward No.29, in the District of North 24 - Paraganas, more fully and particularly described in the First Schedule hereunder written.

AND WHEREAS with a view to construct a multi storied building upon the said land by demolishing the existing old building, said Ashim Kumar Das submitted a map or plan of a Six storied building to the municipal Authority of South Dum Dum Municipality for sanction or caused to be sanctioned and the said South Dum Dum Municipality has sanctioned the building plan vide **Plan No.1015 dated 30/12/2024**, in respect of the Holding No. 1344, Bangur Avenue, Premises No.57/C, Bangur Avenue, Block-B, Kolkata – 700055, District of 24-North Parganas.

AND WHEREAS be it mentioned that Ashim Kumar Das the Vendor herein is carrying a sole proprietorship business named **PUJA CONSTRUCTION**, having its office at Premises No. 2/2, S-II, N.C. Mitra Road, 1st Floor, Dum Dum Cantonment, P.O. & P.S.- Dum Dum, Kolkata - 700028, District-North 24-Parganas and through the said proprietorship firm he decided to construct the said G+V storied building consisting of flats, car parking space and other constructed spaces at the said premises being Premises No.57/C, Bangur Avenue, Block-B, Kolkata – 700055.

AND WHEREAS the Developer has started constructed the said G+V storied building in accordance with the sanctioned building plan and offered for sale and/or transfers the residential flats, car parking space etc. at a consideration as described hereinafter in these presents of the bonafide intending PURCHASER and/or PURCHASERS.

AND WHEREAS the Purchasers having and inspected all papers, documents, deeds in respect of the First Scheduled property of the Vendor/Developer and has satisfied himself / herself / themselves as the marketable title, right of assignment of sale of the flat / garages and/or other space at the Municipal Holding No. 1344, Bangur Avenue, Premises No.57/C, Bangur Avenue, Block-B, Kolkata – 700055, P.S. Lake Town, in the District of North 24-Parganas.

AND WHEREAS the Vendor herein as the First Part, the Developer herein as Second Part and the Purchasers herein as the Third Part, the Vendor and Developer have agreed to sell and the Purchasers have agreed to purchase the flat being **Flat No. ‘.....’ on the FLOOR (..... Side), measuring Super built up area sq.ft., corresponding to Covered area sq.ft., and Carpet area sq.ftt.** be the same a little more or less of the said building including undivided indivisible proportionate share or interest in land or ground together with undivided common rights on the ultimate roof, terrace and parapet walls, with all common amenities and facilities appended thereto the said building lying and situate at Holding No. 1344, Bangur Avenue, Premises No.57/C, Bangur Avenue, Block-B, Kolkata – 700055, morefully mentioned and described in the **SECOND SCHEDULE** hereunder written at or for the total price or consideration of Rs...../- (**Rupees**), free from all encumbrances and liabilities whatsoever.

AND WHEREAS on the request of the Purchasers, the Vendor and Developer have agreed to execute and register a Deed of Conveyance in favour of the Purchasers in respect of the flat being **Flat No. ‘.....’ on the FLOOR (..... Side), measuring Super built up area sq.ft., corresponding to Covered area sq.ft., and Carpet area sq.ftt.** be the same a little more or less of the said building including undivided indivisible proportionate share or interest in land, together with undivided common rights on the ultimate roof, terrace and parapet walls with all common amenities and facilities append thereto the said building and premises morefully mentioned and described in the **SECOND & THIRD SCHEDULE** hereunder written free from all encumbrances and liabilities whatsoever absolutely and forever.

AND WHEREAS the Purchasers herein being desirous to Purchase a flat being **Flat No. '.....' on the FLOOR (..... Side), measuring Super built up area sq.ft., corresponding to Covered area sq.ft., and Carpet area sq.ftt. more or less** at or for a total consideration of Rs...../- (*Rupees*) only and has approached the Vendor/Developer herein with such a proposal and the Vendor/Developer has agreed to the proposal set forth by the Purchasers upon the terms and conditions put forth hereunder.

I. NOW THIS INDENTURE WITNESSETH as follows: -

1) That in pursuance of the said consideration money of Rs...../- (*Rupees*) only paid by the Purchasers to the Developer as per Memo of Consideration given hereunder at or before the execution of these presents, the receipt whereof the Vendor and Developer doth hereby admit acknowledge and of and from the same and every part thereof acquit, release and discharge the Purchasers, the Vendor and Developer doth hereby sell, grant, convey, transfer and assign unto the Purchasers free from all encumbrances, liens, demands, claim and dues in any nature and other defect in title **ALL THAT** the said flat being **F Flat No. '.....' on the FLOOR (..... Side), measuring Super built up area sq.ft., corresponding to Covered area sq.ft., and Carpet area sq.ftt.**, be the same a little more or less morefully mentioned and described in the **SECOND SCHEDULE** hereunder written and also delineated with “**RED**” border line in the Map or Plan annexed hereto together with undivided common rights, with all common amenities and facilities appended thereto the said building lying and situate at Holding No. 1344, Bangur Avenue, Premises No.57/C, Bangur Avenue, Block-B, Kolkata – 700055, in the District of 24-Parganas (North) more fully described in the **FIRST SCHEDULE** hereunder written with proportionate right of all common doors, windows, fittings, fixtures both sanitary and electrical, all external drains, water courses, together with the benefit of all ancient and other rights, liberties, easements, advantages, benefits, privileges and appurtenances belonging thereto the said premises and building with absolute right and full liberty to Purchasers and to use the common areas in common with other co-Purchasers / co-owners of remaining flats / portions entitled to similar right and privileges of using the main entrance, open space, staircases, landings, lobbies, tube-wells, gates, drains, electrical circuit and other common parts/portions mentioned and described in the **THIRD SCHEDULE** hereunder written including all other easement, quasi-easement rights, privileges, and appurtenances and other convenience

thereto bearing the necessary common expenses particularly mentioned in the **FOURTH SCHEDULE** hereunder written for beneficial use and enjoyment of the said flat and the undivided indivisible proportionate share in the said land and all other common parts free from all encumbrances, liens and lispendenses whatsoever **TO HAVE AND TO HOLD** possess the said flat together with the undivided indivisible proportionate share in the said land and common areas and parts and facilities whatsoever thereto the building premises and all other rights, hereby granted, sold, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be unto and to the use of the said Purchasers **THAT NOTWITHSTANDING** any act, deed, matter or things whatsoever by the Vendor and Developer made done executed or knowingly suffered to the contrary they the Vendor and Developer had at all times heretofore and now good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure the said flat together with undivided indivisible proportionate share in the said land including the common areas, parts, amenities and facilities hereby granted, sold, conveyed, transferred, assigned and assured or otherwise expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid free from all encumbrances **AND THAT** the Purchasers their successors, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said flat and every part thereof together with undivided indivisible proportionate share in the said land including the common areas, parts, amenities and facilities belonging to the said building and premises with the right to sell, mortgage, let-out, lease out or transfer by way of gift or otherwise alienate the said flat or any part or every part thereof hereby conveyed incurring all the necessary expenses fully described in the **THIRD & FOURTH SCHEDULE** hereunder written and to receive the rents, issues and profits thereof to and for their own use and benefits without any lawful eviction, hindrances, interruption, disturbances, claim or demand whatsoever from or by the said Vendor and Developer or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them **AND FURTHER** the said Vendor and Developer doth hereby covenant with the Purchasers that they have not done any act, matter, deed or thing whereby the said flat together with undivided indivisible proportionate share in the said land hereby granted, sold, transferred and conveyed unto and to the use of the Purchasers had or have been encumbered wholly or in part and the Vendor and Developer are whereby hindered from transferring and conveying the said flat or any part thereof unto and to the use of the Purchasers and have not transferred the said flat or any part thereof to any one by any means in the manner aforesaid and the said flat or any part thereof is not the subject matter of Civil or Criminal case **AND THAT** free and clear and freely and

clearly absolutely acquitted, exonerated, discharged and released well and sufficiently save indemnified of from and against all and all manner of claim, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendor and Developer or any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the Vendor and Developer and all persons or lawfully or equitably claiming any estate or interest whatsoever in the said undivided indivisible proportionate share in the said land and the said flat or any part thereof from under or in trust for them the Vendor and Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/s do and execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for further better and more perfectly assuring the undivided indivisible proportionate share in the said land and the said flat and every part thereof unto and to the use of the Purchaser/s according to the true intent and meaning of these presents as shall or may be reasonably required AND FURTHER MORE THAT the Vendor and Developer shall at all times hereafter indemnify and keep indemnified the Purchaser/s against losses, damages, costs, charges and expenses if any suffered by reason of any defect in the title of the Vendor and Developer or any breach of the covenants herein under contained AND it is agreed by and between the parties hereto that the Purchasers their heirs, successors, executors, administrators, representatives and assigns shall not ask for or claim partition by metes and bounds of the said piece and parcel of land more particularly described in the First Schedule hereunder written AND also the Purchaser/s shall form an Association with other flat owners of the said building for due maintenance and repairing of the external portion of the building premises and also for cleaning and lighting the common passage and staircase including meter, electric motor for pumping water and other things used in common with other flat owners and shall bear the proportionate costs and expenses of the same according to the decision of the Association.

2) The Vendor and the Developer hereby jointly declare that they have good right, full power, absolute authority and indefeasible title to grant, convey, transfer, assign and assure the said flat along with indivisible, undivided and proportionate share or interest in the said land comprised in the said premises hereby granted, conveyed, transferred, assigned and assured unto the Purchasers in the manner aforesaid. It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and hold and enjoyed the said flat comprised in the said premises and to receive the rents, issues and profits thereof without any interruption, hindrance, claim or demand or disturbance whatsoever either from the Vendor or from the Developer or any other person or persons claiming through or under or in trust for them.

3) The Developer and the Vendor have not concealed or suppressed any material or any defects on title.

4) The Developer hereby declare that the flat to be conveyed is under the Developer's Allocation and the Developer has neither transfer the said flat previously nor taken any advance from any person for sell of the flat to be conveyed nor the Developer has taken any finance from any financial institution keeping the said flat to be conveyed as mortgaged nor the said flat is the subject matter of any litigation.

II. AND THE PURCHASERS DO HEREBY COVENANT WITH THE VENDOR AS FOLLOWS :-

1) That the Purchasers hereby covenants with the Vendor and the owners of the other flats comprised in the said building that the Purchasers will at all times hereinafter observe the restrictions hereinafter mentioned:-

2) The Purchasers shall at all times from the date of possession regularly and punctually make payments of all the Municipal Tax, outgoings and impositions in respect of the said flat and the undivided proportionate share or interest in the said land comprised in the said premises or any other taxes, imposition and other outgoings which may be imposed or become payable in respect of the said flat and the proportionate share of such taxes and impositions which may become payable in respect of the said building or in respect of the said land and shall keep in good condition the sewers, drains, pipes, cables, water courses, outer wire and other constructions belonging to or use in the building and also for the purpose of water pipe and electric and telephone wires, cable etc. and for similar purpose.

3) That the Purchasers agrees to keep the said flat in good and substantial repair and to keep the said flat in the building in good repair so as to ensure protection to the other Purchasers of the said building as they now enjoy.

4) The Purchasers agreed to keep the flat and main entrance of the flat in good condition as far as practical.

5) In using the flat or any part thereof shall not make any unnecessary noise.

6) Leave or cause to be left any furniture, bicycles, motorcycles, scooters or any articles at the common place, which may obstruct the free use of the common area, by the owners.

III. IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE VENDOR, DEVELOPER AND PURCHASERS AS FOLLOWS :-

- 1) The undivided proportionate share or interest in the said land comprised in the said premises hereby sold, transferred, conveyed, granted and assured unto and in favour of the Purchasers shall always remain indivisible.
- 2) The Purchasers shall become a member of an Association of Flat owners (to be formed) for the maintenance of the building and for that purpose shall sign all papers, documents and application for formation of such association if necessary and shall abide by all the rules and regulations and the bye laws of such association.
- 3) Provide however the Purchasers shall have right to sell, gift, mortgage, lease-out and deal with the said flat in any manner permitted by law without the consent of the Vendor and Developer or the association or the society of the flat owners or the Developer.
- 4) That if any error found in this deed of conveyance in future or after the registration, the Developer shall be bound to rectified the same by way of deed of rectification in favour of and at the cost of the Purchasers herein without raising any plea or demanding any additional or further money.
- 5) That the Developer shall be liable to clear up all outstanding taxes, arrear electric charges up to the date of registration of the deed of conveyance in the name of the Purchasers and the Purchasers shall be liable to make payment of the proportionate municipal taxes in respect of the flat to be conveyed.

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of land]

ALL THAT piece or parcel of “Bastu” land measuring an area **2(two) Cottahs 7(seven) Chittacks 9(nine) Sq.ft.**, more or less together with a structure comprised in R.S./L.R. Dag Nos. 1305 & 1306, under R.S./L.R. Khatian No.61 & 888, J.L. No.32, at Mouza – Shyamnagar (previously Krishnapore), lying and situated at Holding No. 1344, Bangur Avenue, Premises No.57/C, Bangur Avenue, Block-B, Kolkata – 700055, P.S. Lake Town, within the limits of South Dum Dum Municipality under Ward No.29, Additional District Sub-Registrar Bidhannagar, Salt Lake City, in the District of North 24 Paraganas.

The property is butted and bounded as follows: -

ON THE NORTH : 20' ft. wide Municipal Road;
 ON THE SOUTH : Plot No.77, Bangur Avenue, Block-B;
 ON THE EAST : Plot No.57/A and 57/B, Bangur Avenue, Block-B;
 ON THE WEST : Plot No.58, Bangur Avenue, Block-B;

THE SECOND SCHEDULE ABOVE REFERRED TO
[Description of Flat]

ALL THAT one self contained residential flat **Flat No. '.....'** on the **FLOOR** (..... Side), measuring **Super built up area** **sq.ft., corresponding to Covered area** **sq.ft., and Carpet area** **sq.ftt., (covered area + proportionate share of stair & lift + 30% service area)** be the same a little more or less consisting of 1[one] Bed Room, 1[one] Kitchen, 1[one] Living cum Dining, 1[one] Toilet, and 1[one] balcony of the said building including undivided proportionate share or interest in the land or ground together with undivided common right on lift, ultimate roof, terrace and parapet walls with all common spaces and areas including all common amenities, facilities of the said building lying situate at Holding No. 1344, Bangur Avenue, Premises No.57/C, Bangur Avenue, Block-B, Kolkata – 700055, P.S. Lake Town, in the District of North 24-Parganas,.

THE THIRD SCHEDULE ABOVE REFERRED TO
[Common Parts and Portions]

1. The foundation columns, girds, beams, supports, main walls, corridors, lobbies, stairs, stairways, entrance to and exist from the building intended for common use.
2. Common rights on the passages and lobbies on the ground floor excepting for other saleable spaces.
3. Water pump and electrical panels, wirings, switches and all electrical installations in common portions.
4. Overhead water tank, water pipes and other common plumbing installations and pump house appended therein.
5. Windows, doors, grills and other fittings of the common areas of the said premises and/or the said building.

6. Electrical Sub-Section, electrical wiring, motors and fittings excluding those as are installed for any particular flat or unit in the said building.
7. All drains, sewers, drainages, rain water pipes, septic tank, deep tube well with boaring therein.
8. Boundary walls and main gate of the building.
9. Lift, lift room and lift well.
10. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said premises and/or building as are necessary for passage to or user and occupancy of the said unit or flat in common and expressly to be the common parts of the building and premises.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Common Expenses]

1. All costs of maintenance, replacing repairing, white-washing, painting, rebuilding, reconstructing, decorating, re-decorating and lighting the common parts and the portions and the common areas and also the outer walls of the said building.
2. The cost of cleaning and lighting the passage, landings, staircase and all other parts of the building including the open compound.
3. Insurance premium for insuring the said building against earth – quake, fire, lightning, mob-damages, civil commotion etc.
4. All charges and deposit for supplies of common utilities to the co-owners in common.
5. Municipal Taxes and other outgoing save those as are separately assessed on the respective flat or unit.
6. Cost and charges of establishment for maintenance of the said building.
7. All litigation expenses for protecting the title of the said land and building.
8. Costs of establishment and operation of the Association upon its formation relating to common purposes.

9. All such other expenses and outgoings as are deemed by the Vendor/Developer and/or of the Association to be necessary for or incidental thereto.

10. All expenses referred above shall be borne and paid proportionately by the Purchaser on and from the date of taking over the possession of their respective flat but the Vendor/Developer shall be liable to bear such charge in respect of flats or units not taken by any Purchaser.

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands and seals the day, month and year first above written.

Signed Sealed & Delivered
at Kolkata in the presence of:

1)

2)

Signature of the Vendor

Signature of the Developer

Signature of the Purchasers

Drafted by :

Soumitra Sur (Advocate)
High Court, Kolkata
17/1, A.M. Bose Road, Ground Floor,
Kolkata – 700074 | 📞 : 8240903193

RECEIVED of and from the within named Purchasers within mentioned sum of ₹/-
 (Rupees) only as per memo below :

MEMO OF CONSIDERATION

Sl.	Payment mode	Date	Bank	Branch	Amount (in ₹)
1					
2					
3					
4					
5					
6					
7					
8					
Total :					
(Rupees) only.					

WITNESSES:

1)

2)

PUJA CONSTRUCTION

Ashim Kumar Das.

Proprietor

 Signature of the Developer