

CONVEYANCE

THIS INDENTURE is made this the day of February, Two Thousand Twenty Five(2025).

BETWEEN

NISHA DEVELOPER (PAN : AYIPS0066Q), a Proprietorship Firm having its office at 58/G, Satchashi Para Road, P.O. Cossipore, P.S. Cossipore, Kolkata – 700002, Dist : North 24 Parganas, represented by its sole Proprietor **MR. AJAY KUMAR SAHA (PAN : AYIPS0066Q)**, (Aadhaar No : **9790 2632 2551**), son of Late Nirmal Kumar Saha, by faith : Hindu, by Nationality : Indian, by Occupation : Business, residing at 58/G, Satchashi Para Road, P.O. Cossipore, P.S. Cossipore, Kolkata – 700002, Dist : North 24 Parganas, hereinafter called and referred to as the **VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, legal representatives and assigns) of the **FIRST PART**. RERESENTED BY HIS CONTITUTED ATTORNEYS of the Concern namely **SHRI KRISHNA ENTERPRISE (PAN : AFJFS0306P)**, a Partnership Firm having its office at 39A, B. T. Road, P.O. Cossipore, P.S. Cossipore, Kolkata – 700002, Dist : North 24 Parganas, represented by its Partners **(1) MR. ARITRA GHOSH (PAN : DBSPG1754F)**, (Aadhaar No : **4990 4448 5964**), son of Arup Kumar Ghosh, by faith : Hindu, by Nationality : Indian, by Occupation : Business, residing at 9/3A, Rajendranath Roy Chowdhury Lane, P.O. Cossipore, P.S. Cossipore, Kolkata – 700036, Dist : North 24 Parganas, **(2) MRS. RUPA SAHA (PAN : EUKPS9054L)**, (Aadhaar No : **4050 7381 5901**), wife of Mr. Ajay Kumar Saha, by faith : Hindu, by Nationality : Indian, by Occupation : Business, residing at 58/G, Satchashi Para Road, P.O. Cossipore, P.S. Cossipore, Kolkata – 700002, Dist : North 24 Parganas, by a registered Development Agreement with Development Power of Attorney as recorded in A.D.S.R. at Cossipore Dum Dum entered into Book No. I, **Deed No. 150610366** for the year **2024**, Dist. North 24 Parganas.

A N D

(1) MR.(PAN:)(Aadhaar No.....), son of, by faith – Hindu, by Nationality : Indian, by Occupation–, **(2) MR.** (PAN :), (Aadhaar No.), son of Mr., both are residing at,, P.O., P.S., Dist :, Pin -, hereinafter jointly called and referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include their respective legal heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

A N D

SHRI KRISHNA ENTERPRISE (PAN : AFJFS0306P), a Partnership Firm having its office at 39A, B. T. Road, P.O. Cossipore, P.S. Cossipore, Kolkata – 700002, Dist : North 24 Parganas, represented by its Partners **(1) MR. ARITRA GHOSH (PAN : DBSPG1754F)**, (Aadhaar No : **4990 4448 5964**), son of Arup Kumar Ghosh, by faith : Hindu, by Nationality : Indian, by Occupation : Business, residing at 9/3A, Rajendranath Roy Chowdhury Lane, P.O. Cossipore, P.S. Cossipore, Kolkata – 700036, Dist : North 24 Parganas, **(2) MRS. RUPA SAHA (PAN : EUKPS9054L)**, (Aadhaar No : **4050 7381 5901**), wife of Mr. Ajay Kumar Saha, by faith : Hindu, by Nationality : Indian, by Occupation : Business, residing at 58/G, Satchashi Para Road, P.O. Cossipore, P.S. Cossipore, Kolkata – 700002, Dist : North 24 Parganas, hereinafter jointly called and referred to as the **DEVELOPERS / CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, successor-in-office and legal representative and assigns) of the **THIRD PART**.

THE HISTORY OF TITLE IS GIVEN IN DETAILS BELOW :-

WHEREAS one Monoranjan Ghosh(since deceased), son of Late Annada Prasad Ghosh of 56/12, Kashi Nath Dutta Road, Kolkata – 700036 who was the original owner, executed a Deed of Gift written in Bengali (Dan Patra) dated 31st day of December, 1982 in favour of the daughter-in-law, Smt. Chhabi Rani Ghose, wife of Debabrata Ghose, in respect of ALL THAT the entire Premises No. **9A, Rajendra Nath Roy Chowdhury Lane, P.S. Cossipore, Kolkata – 700036** with tile shed rooms standing thereon and the said Deed of Gift was duly registered and recorded in Book No. I, Volume No. 64, Pages 164 to 170, Being No. 376, for the year 1983 in the Office of the Registrar of Assurance, Calcutta and after physical verification of the land at Premises No. 9A, Rajendra Nath Roy Chowdhury Lane is actual admeasuring 8(Eight) Cottahs 3(Three) Chittacks within the boundaries thereof under the limit of Kolkata Municipal Corporation and the Assessee No. 11-001-17-0010-0.

AND WHEREAS by virtue of the said Registered Deed of Gift dated 31st day of December, 1982, Smt. Chhabi Rani Ghose acquired her undisputed right, title and interest in respect of ALL THAT the piece and parcel of land measuring more or less

8(Eight) Cottahs 3(Three) Chittacks together with the tile shed rooms standing thereon being known at Premises No. 9A, Rajendra Nath Roy Chowdhury Lane, P.S. Cossipore, Kolkata – 700036 as an absolute owner thereof which is morefully described in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the “**said Premises**” and said Smt. Chhabi Rani Ghose mutated her name in the Municipal extract of the Kolkata Municipal Corporation and has been paid the rates and taxes in respect of the said property to the Kolkata Municipal Corporation regularly and punctually at being Assessee No.11-001-17-0010-0

AND WHEREAS said Smt. Chhabi Rani Ghose by the registered Deed of Conveyance sold and transferred including the tenants of the under mentioned FIRST SCHEDULE property to **B. D. ENCLAVE PRIVATE LIMITED(PAN : AADCB2241E)**, a Private Limited Company, incorporated under the Companies Act, 1956, having its registered Office at 31/2D, Birpara Lane, P.O. Ghugudanga, P.S. Chitpur, Kolkata – 700030, Dist : North 24 Parganas Represented of the Director Mr. Basab De, son of Late Lalit Mohan Dey, residing at 9/4A/1E, South Sinthee Road, P.O. Sinthee, P.S. Sinthee, Kolkata – 700050, Dist : North 24 Parganas and purchased the Premises of land measuring about 8(Eight) Cottahs 3(Three) Chittacks out of which cover area 2686 Sq.ft. with the tiles shed standing thereon being known at Premises No. 9A, Rajendra Nath Roy Chowdhury Lane, P.S. Cossipore, Kolkata – 700036, under Ward No. 1, being Assessee No. 11-001-17-0010-0, of Kolkata Municipal Corporation and the same was registered by the Deed of Conveyance on dated **01st June, 2011** of the office at A.R.A. – II, Kolkata and it has been recorded in Book No: I, CD Volume No. 32, Pages 3134 to 3150, being No: 8515 for the year 2011.

AND WHEREAS the Managing Director of Basab De of **B. D. ENCLAVE PVT. LTD.** of their Company to Develop the said property and premises more particularly mentioned in the FIRST SCHEDULE written hereunder and obtained a sanctioned building plan vide Building Permit No. 2014010074, Dated : 27.09.2014 of Borough No. 1 from K.M.C., Building Department in order to construct a G+4 storied building thereupon at Premises No. 9A, Rajendra Nath Roy Chowdhury Lane, P.S. Cossipore, Kolkata – 700036.

AND WHEREAS thereafter said Basab De who was died on 22nd March, 2015 after demised of said Basab De at the present Company's Directors his Wife **Smt. Kaberi Dey** and daughter **Smt Deborpita Dey** of the said Concern of **B. D. ENCLAVE PVT. LTD.** and mutated in the name of the said Company of Kolkata Municipal Corporation.

AND WHEREAS the under-mentioned Schedule property at premises as absolute owner of said **B. D. ENCLAVE PVT. LTD.** the joint Directors namely **Smt. Kaberi Dey, Ms. Deborpita Dey** in respect of the FIRST SCHEDULE property lying in the District 24 Parganas(North) as mentioned hereinabove and they are paying taxes thereon at Premises No. 9A, Rajendra Nath Roy Chowdhury Lane, P.S. Cossipore, Kolkata – 700036, being Assessee No. 11-001-17-0010-0 Ward No. 001, under Kolkata Municipal Corporation and the said Owner were seized and possessed and absolutely entitled to aforesaid premises of the said plot of appertaining Bastu land measuring an area **8(Eight) Cottahs 3(Three) Chittacks** with pucca tin and tiled structure thereon free from all encumbrances whatsoever for the sake of brevity hereinafter referred to as the SAID PREMISES more fully described in the FIRST SCHEDULE property hereinafter written with all easement rights connected with the said land, appertaining being at Premises No. **9A, Rajendra Nath Roy Chowdhury Lane, P.S. Cossipore, Kolkata – 700036**, and Assessee No. 11-001-17-0010-0 Ward No. 1, under Kolkata Municipal Corporation.

AND WHEREAS said **B. D. ENCLAVE PVT. LTD.** the joint Directors namely **Smt. Kaberi Dey, Ms. Deborpita Dey** by the registered Deed of Conveyance sold and transferred including the tenants of the under mentioned FIRST SCHEDULE property to **NISHA DEVELOPER**, a Proprietorship Firm having its office at 58/G, Satchashi Para Road, P.O. Cossipore, P.S. Cossipore, Kolkata – 700002, Dist : North 24 Parganas, represented by its sole Proprietor **MR. AJAY KUMAR SAHA** and purchased the Premises of land measuring about 8(Eight) Cottahs 3(Three) Chittacks out of which cover area 2686 Sq.ft. with the tiles shed standing thereon being known at Premises No. 9A, Rajendra Nath Roy Chowdhury Lane, P.S. Cossipore, Kolkata – 700036, under Ward No. 1, being Assessee No. 11-001-17-0010-0, of Kolkata Municipal Corporation and the same was registered by the Deed

of Conveyance on dated **21st June, 2024** of the office at Additional District Sub-Registrar at Cossipore Dum Dum and it has been recorded in Book No: I, Volume No. 1506-2024, Pages 186908 to 186930, **being No: 150606316 for the year 2024** and thereafter said **NISHA DEVELOPER**, represented by its sole Proprietor **MR. AJAY KUMAR SAHA** mutated of its name of the land with structure being **Assessee No. 110011700100** under Kolkata Municipal Corporation, being at Premises No. **9A, Rajendra Nath Roy Chowdhury Lane, P.S. Cossipore, Kolkata – 700036** and enjoying the same free from all encumbrances.

AND WHEREAS the said premises is free from all encumbrances, charges, liens, mortgage and or any other nature of attachments whatsoever and have no acquisition or requisition in respect of the said premises which is morefully and particularly described in the FIRST SCHEDULE hereunder written.

INTEND TO DEVELOP THE PROPERTY BY THE PRESENT OWNERS/VENDORS:-

AND WHEREAS the aforesaid owner/vendor of the above Plot of landed property intended to develop by constructing a multi-storied building and entered into Registered Development Agreement with Development Power of Attorney of the Plot of land at Premises No. **9A, Rajendra Nath Roy Chowdhury Lane, P.S. Cossipore, Kolkata – 700036, under Kolkata Municipal Corporation** on dated **27th September, 2024** with the Developers namely **SHRI KRISHNA ENTERPRISE** as aforesaid names under their Partnership Concern which were duly registered with the A.D.S.R., Cossipore Dum Dum, North 24 Parganas recorded in Book No. I, **Being No. 150610366 for the year 2024** of the Premises No. **9A, Rajendra Nath Roy Chowdhury Lane**, under Kolkata Municipal Corporation with the said Developers' Concern.

REGULARIZED SANCTIONED PLAN AT THE BUILDING:-

AND WHEREAS the Developer's Concern regularized of the Sanctioned Building Plan vide Building Permit No. **2014010074**, Dated : **27.09.2014** of Borough No. 1 from K.M.C., Building Department in order to construct a G+4 storied building thereupon at Premises No. **9A, Rajendra Nath Roy Chowdhury Lane, P.S. Cossipore, Kolkata – 700036** and started construction of a G+4 storied building

consisting of several flats and Garages also with Other Commercial spaces upon the said plot of land more fully described in the FIRST SCHEDULE written hereinbelow in according with the said Sanctioned.

DEVELOPER'S ALLOCATION :-

AND WHEREAS the construction of the said three storied building have been completed by the Developer's Concern of "**SHRI KRISHNA ENTERPRISE**", particularly described in the FIRST SCHEDULE property as per the said Registered Development Agreement with Development Power of Attorney dated **27th September, 2024** of the said Developer's share from the constructed area of the Building and allocation of the Developer's **Flat, being No. '.....' situated in Side, Third Floor**, measuring Sq.ft. super built up area out of which **Sq.ft. Carpet area** be the same of the building being at Premises No. **9A, Rajendra Nath Roy Chowdhury Lane, P.S. Cossipore, Kolkata – 700036, Ward No. 001, Assessee No. 11-001-17-0010-0** under Kolkata Municipal Corporation.

DESIRE OF SALE :

AND WHEREAS the Proprietor of "**SHRI KRISHNA ENTERPRISE**", intend to sell the **Flat, being No. '.....' situated in Side, Third Floor**, measuring Sq.ft. super built up area out of which **Sq.ft. Carpet area** be the same of the said building namely “ ”, at premises No. **9A, Rajendra Nath Roy Chowdhury Lane, P.S. Cossipore, Kolkata – 700036, Ward No. 001, Assessee No. 11-001-17-0010-0** under Kolkata Municipal Corporation from **Developer's Allocation** to the above named Purchasers.

APPROACH BY PURCHASERS FOR PURCHASING THE FLAT :

AND WHEREAS the Purchasers herein perused and inspected with the Documentary evidence of the title Deed or Deeds and the Registered Development Agreement with Development Power of Attorney, also with the Sanctioned Building Plan and other related documentation in respect of the FIRST SCHEDULE property and satisfied himself in regards thereto and approached to purchase the said residential **Flat, being No. '.....' situated in Side, Third Floor**, measuring

..... Sq.ft. super built up area out of which **Sq.ft. Carpet area** be the same of the said building namely “.....”, at premises No. **9A, Rajendra Nath Roy Chowdhury Lane, P.S. Cossipore, Kolkata – 700036, Ward No. 001, Assessee No. 11-001-17-0010-0** under Kolkata Municipal Corporation, together with the undivided proportionate right, title and interest in the land underneath alongwith all easement rights of the common areas mentioned with in the **Second Schedule** hereinafter written.

ACCEPTANCE BY DEVELOPER :

AND WHEREAS “**SHRI KRISHNA ENTERPRISE**” the represented by its a Partnership Firm accepted the aforesaid proposal of the Purchasers and agreed to sell, the aforesaid **Flat, being No. ‘.....’ situated in Side, Third Floor,** measuring Sq.ft. super built up area out of which **Sq.ft. Carpet area** be the same of the said building namely “.....”, at premises No. **9A, Rajendra Nath Roy Chowdhury Lane, P.S. Cossipore, Kolkata – 700036**, at or for the total consideration of **Rs...../- (Rupees)** only and subsequently the Purchasers already paid the same to the said Concern, as per memo of consideration given herein below.

DECLARATION :

AND WHEREAS now the Vendors and the Developer’s concern agreed to execute registered Deed of Conveyance in favour of the Purchasers herein in respect of the **FLAT** mentioned in the **Second Schedule** hereinafter written at or for the total consideration of **Rs...../- (Rupees)** only for conveying the ownership of rights, title and interest for the said flat together with the proportionate undivided interest or share on the land alongwith all proportionate rights on all common areas and facilities and for greater clearance of one floor plan is annexed herewith and delineated in **RED** mark, which will be treated as a part of this Deed of conveyance.

NOW THIS DEED OF CONVEYANCE WITNESSETH as follows:-

That in pursuance of the said consideration of the said sum of **Rs...../- (Rupees)** only duly paid by the Purchasers to the “**SHRI KRISHNA ENTERPRISE**”, the Developer’s Concern herein and whereof the

Vendors and the Developer do hereby grant, convey, transfer, assign unto the Purchasers free from all encumbrance All That brick built self contained and independent the **Flat, being No. '.....' situated in Side, Third Floor,** measuring Sq.ft. super built up area out of which **Sq.ft. Carpet area** be the same of the said building namely “ ”, at premises No. **9A, Rajendra Nath Roy Chowdhury Lane, P.S. Cossipore, Kolkata – 700036** (hereinafter referred to as the '**said flat**) as morefully and particularly described in the **Second Schedule** hereunder written and also delineated in the map or plan, within the area thereof annexed and shown therein, and the area in **Red Border** with right to use and enjoy common area **including Stairs of the said flat Together with** the undivided absolute ownership of the proportionate impartible area of the land meassuage hereditament and premises as aforesaid mentioned and as also described in the First Schedule hereunder written **And Also Together With Right and Liberties alongwith** rights of support and easements and appurtenances and right of egress and ingress and common user as morefully set forth and describe in the Schedules hereunder written **OR Howsoever Otherwise** the said flat called, known, numbered, described and distinguished **Together With** proportionate rights in fixtures & fittings, sewerage, drains, ways, paths, passages, stairs, fences, walls, easements, appurtenances whatsoever to the said flat and the said property belonging to or in any way appertaining or usually held or enjoyed therewith so belong or be appurtenance thereto and all estate, right, title and interest and claims and demand whatsoever of the Vendors and the concern of “**SHRI KRISHNA ENTERPRISE**”, the Developers **Together With** all deeds, pattahs and muniments of title whatsoever exclusively relating to or concerning the said flat or any parts thereof which now are or hereafter shall or may be in the possession, power, control of the Vendors and the above named concern as the Developer or any other person or persons from whom they or any of them may procure the same without any action or suit **To Have And To Hold** the said flat together with undivided proportionate impartible share in the said land hereby granted, transferred and conveyed or expressed so to be unto and to the use of the Purchasers absolutely and forever subject to the covenants and conditions including respective, rights, duties and obligations to be enjoyed, performed and carried out by the Purchasers as contained in the **Schedules** or right and duties set forth in the **Schedule** hereunder written,

which shall be deemed to be part of these premises of the said flat with the Purchasers that notwithstanding any acts, deeds or things by the Vendors and/or **DEVELOPER'S CONCERN** do executed or knowingly suffered to the contrary and the Vendors and/or the said concern the Developer is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat together with proportionate, undivided, impartiable interest in the said plot of land hereby granted, transferred or conveyed or expressed so to be and every parts thereof for perfect and indefeasible estate or inheritance without any manner or encumbrances, charges, conditions user or trust or any other things whatsoever to alter, defect, encumbrance make void the same full power and assure the said flat with vacant possession together with the other appurtenances thereto and proportionate right, title and interest in the said plot of land described in the First Schedule hereby granted, transferred or conveyed or expressed to be unto and to the use of the Purchasers in the manner aforesaid peaceably and quietly hold, possess and enjoy the said flat with all right to transfer the **said flat by way of sale, gift, mortgage, lease whatsoever** together with other appurtenance thereto and receive the rents, issues and profit thereof without any lawful eviction, interruptions, claim or demand whatsoever from or by the Vendors and the Developer's Concern or any person or persons lawfully or equitable claiming from under or in trust for the Vendors and / or the said Developer's Concern **And That** clearly and freely and absolutely, exonerated, discharged, saved, indemnified against all estate, rights and encumbrances erected by the Vendors and the said concern as Developer or any person lawfully or from under or in trust for the Vendors and/or of the said Developer and all person or persons having lawfully or equitably claiming any estate or interest in the said flat on the said land or any of them or any part thereof from under or in trust for the Vendors and/or the said concern shall and will from time to time and at all times hereafter at their request and cost of the Purchasers do and execute or cause to be done or executed all such acts, deeds and things whatsoever for further and more perfectly assuring and the said flat and every part thereof and also the undivided proportionate impartiable share in the land unto and to use of the Purchasers absolutely required **And that** the Purchasers shall pay proportionate share of rent and taxes of the said land and / or the flat to the Government of West

Bengal and local authority **And** the Purchasers shall have right to mutate their names as owners of the said Flat mentioned in the SECOND SCHEDULE.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the entire land and premises)

ALL THAT piece or parcel of land measuring an area of **8(Eight) Cottahs 3(Three) Chittaks** be the same or little more or less alongwith G+4 storied building namely “.....” situated at Premises No. **9A, Rajendra Nath Roy Chowdhury Lane, Kolkata – 700036**, under Ward No. 001, **Assessee No. 11-001-17-0010-0** of the Kolkata Municipal Corporation, P.S. Cossipore, under Additional District Sub-Registrar Office at Cossipore Dum Dum, within District 24 Parganas(North) which is butted and bounded by :-

ON THE NORTH : 47A, B. T. Road.

ON THE SOUTH : 20 feet wide R. N. Roy Chowdhury Lane.

ON THE EAST : 9B, R. N. Roy Chowdhury Lane.

ON THE WEST : House of Santosh Mondal i.e. 8, R. N. Roy Chowdhury Lane

THE SECOND SCHEDULE ABOVE REFERRED TO

(Subject Matter of Sale)

ALL THAT one independent and complete **Tiles Flooring Flat, being No. ‘.....’** situated in **Side, Third Floor**, measuring **Sq.ft. Carpet area** all along super built area be the same more or less consisting of **Three Bed Rooms, One Dining, One Kitchen, Balcony, One Bath & Privy and One W.C.** of the said building constructed on the said land and building namely “.....” at Premises no. **9A, Rajendra Nath Roy Chowdhury Lane, Kolkata – 700036**, particularly described in the First Schedule hereinabove written together with undivided proportionate impartible right title and interest in share of land of relating and liberties with common use of the drain, plumbing and sanitary fittings in

connection and in around the said flat **Together with** usual easements rights and liberties of unobstructed of the **Staircase** and **lift** and main entrance door or passage on the Ground floor to egress and ingress to and landing to the said flat as well as all rights privileges, facilities as set out in the Third Schedule hereunder written, which the said **Flat No.** '.....', **Side** is situated lying at on the **Floor**, forming a part of the said property and shown in **RED BORDER** of the attached map or plan as part thereof mentioned in the First Schedule.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Rights and Obligations of the Purchasers)

1. The Purchasers shall have full, complete and absolute rights of user in common with the other Owners and/or occupiers of the different flat, the staircase thereon and there under or gate abutting on the public road of egress and ingress and carrying or bringing in taking out of the said flat, all goods, furniture and any other moveable item.
2. Subject to the restriction and reversion hereafter containing, the Purchasers shall full and absolute right of user in common with the other owners and/or occupants of the said property of the main drainage, water supply system and connection including the pipes, lines and also the water tanks and connection
3. The Purchasers shall have absolute and unfettered right of user of and right of keeping, raising, inserting, supporting and maintaining all beams, gutters and structures on and to all walls, supporting the said flat including all boundaries and/or load bearing or dividing and/or separating and/or supporting walls, the Purchasers shall have to maintain the floor of the said flat, so that it may not cause leakage or slippage to the floor underneath.
4. The Purchasers shall have **their** right of obtaining telephone connection to the said flat as well as rights of fixing television antenna on the roof for the purpose shall have the right of digging, inserting and for fixing plug at **their** own costs and expenses.
5. The Purchasers and/or his agent or agents shall have the right of access to the roof of the said property for the purpose of fixing & maintenance television antenna, provided that exercise of the right of access mentioned in this clause

shall be without causing any inconvenience to the other Owners and/or occupiers of the top floor with limited purpose of the said user and enjoyment of the top floor and water reservoir on roof with common rights to raise maintenance thereof permanently.

6. The Purchasers shall have the right of maintenance, repairs for white washing or painting of the door and windows of the said flat in any part of the said property provided any such work does not cause any nuisance or permanent obstructions to the other occupants of the said property.
7. The Purchasers shall have the absolute right of making such additions and alterations at **their** portion within the said flat as permissible under the rules of the local authority, provided always that such act does not impose any danger on the safety of the said property or cause any nuisance any annoyance to the other owners or occupants.
8. The Purchasers from time to time and all times hereby agrees to contribute and pay proportionate share towards the costs and expenses and maintenance charges, service taxes and impositions and other outgoings and the said amount is variable, accordingly to the needs of circumstances and market of the aforesaid sum without any variations as may be fixed as aforesaid individually and/or collectively.
9. That the Developer's Concern shall give without any charges the copy of the **"Completion Certificate"** which to be issued by the **Kolkata Municipal Corporation** to the Purchasers herein for the purpose of Mutation of their own unit of the building.
10. The Purchasers shall in addition to pay separately and other taxes and/or impositions as may be that proportionate maintenance charges for the flat shall be paid regularly per month by the Purchasers as long as Association is not formed maintenance of the building. **Apart from** the amount of such municipal taxes and impositions including the Ground Plus four Storied Building Tax, if and when necessary in respect of the said building proportionate and/or the said unit wholly.

11. The Purchasers shall have right to mutate their names as owners of the said flat in the records of the Government or local authority and/or have the said flat separately numbered and assessed for taxes and the Vendors shall whenever required by the Purchasers gives therein or their consent or approval in writing for the purpose of such mutation of separate assessment.
12. The Purchasers shall have the **rights to transferred absolutely or by way of sell, mortgage, lease or gift** otherwise the whole of the said flat to others PROVIDED HOWEVER that in case of absolute transferred by way of sale or gift, and/or the transferee shall be bound to observe and perform by the Purchasers and the Purchasers herein shall ensure thereof.
13. The Purchasers **undivided proportionate interest** in the land as morefully described in the **First Schedule** hereinabove written shall remain joint for all title with the Vendors or other co-Purchasers, who may hereafter or hereto before have acquired right, title and interest in the land in any flat of the building namely “.....” at being declared that the **interest in the land is impartiable**.
14. The Purchasers have not store any rubbish or any other things in the stair case or lift not to the common areas and/or parts causing inconveniences and also disturbances to other owners and occupiers of the building.
15. The Purchasers have not make any additions and alterations in the flat, whereby the main building may be damaged but the Purchasers shall be entitled to erect wooden partition for the purpose of their family requirement.
16. The Purchasers shall take separate electric meter, gas and other necessary connections and/or lines for the use and enjoyment of the flat hereby purchased.
17. The Purchasers shall pay proportionate share for electric consumption in respect of the common areas of the said building.
18. The Purchasers shall also pay their proportionate share for insurance of the building for earthquake, fire, mob, violence and commotion.

THE FOURTH SCHEDULE ABOVE REFERRED TO**(Common Areas)**

1. The foundation, columns, beams, supports, stairs, stairways, lift, entrance and exits of the Building.
2. Common passage and staircase of the Premises.
3. Water pump, water tank, water pipes and other common plumbing installations.
4. Electrical wiring, motor and fittings of the common areas (excluding those are installed of any particular unit/flat).
5. Drainage, sewerage and rain water pipes from building to the Kolkata Municipal Corporation connection drain, water tank on the terrace of the Building.
6. Boundary walls, including outer side of the walls of the said building and including the Roof Top.
7. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said building as are necessary for passage or user and occupancy of the unit/flat, in common and as are easements of necessary of the building including the ultimate top roof, the parapet and the open space and areas of the Premises.

THE FIFTH SCHEDULE ABOVE REFERRED TO**(Proportionate share of Common Expenses)**

1. The expenses of administration, maintenances, repair, replacement of the common equipments and accessories, common areas and facilities including white washing, painting and decorating, the exterior portions of the said building, the boundary walls, entrance, the stair cases, lift, the gutters, roof top, rain water pipes, motors, pumps, water pipes, electric wiring and installations, sewerage, drains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the Purchaser, co-Purchasers or other occupiers thereof.

2. The cost of cleaning, maintaining and lighting the main entrance, passages, landings, stair cases and other parts of the building as enjoyed or used in common by the occupants of the said building.
3. The salaries of Chowkider, Plumbers, Electricians, Sweepers etc.
4. The costs of making, repairs, replacement and maintenance of pumps and other plumbing works including all other service rendered in common to all occupiers.
5. Kolkata Municipal Corporation and other taxes owners and occupiers and other levies and outgoings etc.
6. Insurance of the building against earthquake, fire and mob, civil commotion etc.
7. All electrical charges payable in common for the common portions of the said building.
8. Such other expenses including printing and stationary as also all litigation expenses of current in respect of any dispute with Kolkata Municipal Corporation, other Authority, Government Insurance Company or any other person or persons in relation to or as may be deemed by the developer concern or any Ad-hoc Committee Association of the occupiers and upon keep of the said building.

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

SIGNED SEALED AND DELIVERED

At Kolkata in the presence of :-

WITNESSES:

1)

AS CONSTITUTED ATTORNEY OF NISHA
DEVELOPER, REPRESENTED BY ITS SOLE
PROPRIETOR MR. AJAY KUMAR SAHA

SIGNATURE OF THE VENDOR

SIGNATURE OF THE PURCHASERS

2)

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**

Drafted by:-

Biswanath Ghosal,
Advocate, Barasat Judges' Court
North 24 Parganas.

Typed By:

Surajit Das
Baranagar, Kolkata : 700036

MEMO OF CONSIDERATION

RECEIVED with thanks from the above named **PURCHASERS** the sum of **Rs...../- (Rupees)** only towards the total consideration of the **Flat**, being No. '.....', situated in **Side**, **Floor** together with the proportionate share of land mentioned in the **SECOND SCHEDULE** herein before as per money receipts given to the above named Purchaser in the following manners:

pp

<u>DATE</u>	<u>BANK NAME</u>	<u>BRANCH</u>	<u>CHEQUE</u> <u>NO.</u>	<u>AMOUNT</u>
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(RUPEES

) ONLY

WITNESSES:-

1.

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**

2.