

DEED OF CONVEYANCE

**POLICE STATION – NISCHINDA Previously BALLY, DISTRICT –
HOWRAH,**

SALE DEED VALUED AT RS...../-

THIS INDENTURE FOR SALE OF FLAT made on this the

..... DAY OF TWO THOUSAND TWENTY (202....)

EXECUTED BY

(2)

(1) **SRI SANDIP KUMAR DUTTA** (having his **PAN - ACMPD7457L** and **AADHAR CARD NO. 2692 9687 8051**), by Occupation Service, residing at Arunava Sarani, Post Office Ghoshpara, Police Station Nischinda, in the District of Howrah, Pin Code No. 711 227, (2) **SRI PRADIP KUMAR DUTTA** (having his **PAN - AKUPD8723H** and **AADHAR CARD NO. 6590 7001 7511**), by Occupation Retired Person, residing at 67 Shyamnagar Road, Bangur Avenue, South Dum Dum, in the City of Kolkata, in the District of North 24 Parganas, Pin Code No. 700 055, (3) **SRI PRATYUSH KUMAR DUTTA** (having his **PAN - ADHPD7621G** and **AADHAR CARD NO. 4445 3509 1454**), by Occupation Retired Person, residing at Arunava Sarani, Post Office Ghoshpara, Police Station Nischinda, in the District of Howrah, Pin Code No. 711 227, (4) **SRI PRASANTA KUMAR DUTTA** (having his **PAN - ACRPD5643B** and **AADHAR CARD NO. 8650 8712 8364**), by Occupation Retired Person, residing at Arunava Sarani, Post Office Ghoshpara, Police Station Nischinda, in the District of Howrah, Pin Code No. 711 227, (1) to (4) all are sons of Late Aditya Prakash Dutta, (5) **SMT. PUSPITA DEY** (having her **PAN - AVUPD7742B** and **AADHAR CARD NO. 2497 2855 8042**), daughter of Late Pranab Kumar Dutta, by Occupation Housewife, residing at 15Y, Nimtala Lane, Beadon Street, in the City of Kolkata, Pin Code No. 700 006, and (6) **MISS. AJANTA DUTTA** (having her **PAN - AZYPD4899F** and **AADHAR CARD NO. 8468 7100 2430**), daughter of Late Pranab Kumar Dutta, by Occupation Family Pensioner, residing at Dakshin Joypur Bill, Liluah, in the District of Howrah, Pin Code No. 711 227, hereinafter jointly called and referred to as "the **LAND OWNERS/ VENDORS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, successors, successor-in-interest, legal representatives and assigns etc.), represented by their constituted Lawful Attorney **M/S. A.B. CONSTRUCTION**, a sole

(3)

Proprietorship Firm, having its office at Ghoshpara (Vivek Pally), Post Office Ghoshpara, Police Station Nischinda, in the District of Howrah, Pin Code No. 711 227, being represented by its sole Proprietor viz. **SRI ACHINTYA KUMAR MONDAL**, (having his PAN - AOFPM9393H and AADHAAR CARD NO. 2050 7668 8290), son of Kushadhwaja Mondal, by Nationality, by faith Hindu, by occupation Business, residing at Nischinda Bibek Pally Ghoshpara, Post Office Ghoshpara, within Police Station Nischinda, in the District of Howrah, Pin Code 711 227, hereinafter called and referred to as the **FIRST PART**;

AND

M/S. A.B. CONSTRUCTION, a sole Proprietorship Firm, having its office at Ghoshpara (Vivek Pally), Post Office Ghoshpara, Police Station Nischinda, in the District of Howrah, Pin Code No. 711 227, being represented by its sole Proprietor viz. **SRI ACHINTYA KUMAR MONDAL**, (having his PAN - AOFPM9393H and AADHAAR CARD NO. 2050 7668 8290), son of Kushadhwaja Mondal, by Nationality, by faith Hindu, by occupation Business, residing at Nischinda Bibek Pally Ghoshpara, Post Office Ghoshpara, within Police Station Nischinda, in the District of Howrah, Pin Code 711 227, hereinafter called and referred to as "the **DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrators, legal representatives, successors -in- office and assigns etc.) of the **SECOND PART**;

AND

SRI/SMT., (PAN, AADHAAR NO.)
son/wife of aged about years, residing at
hereinafter called the "**ALLOTTEE**" (which expression shall unless

(4)

repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART;**

[OR]

[Please insert details of other allottee(s), in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS ALL THAT piece and parcel of one self contained **Residential Flat/Commercial Unit Being No.**, situated on the **Floor** measuring an area about **Square Feet Carpet Area, Square Feet Covered Area corresponding to Square Feet Super Built-up area**, be the same a little more or less, consisting of bed rooms, Toilets, Dining Cum Open Kitchen and Balcony **with lift facility made with Tiles Flooring**, together with proportionate share of land and right to use the common stair case, lift and common lobbies from ground floor to top floor, common privy, common water reservoir, common water tank, common electrical fittings, common electric facility, common meter room and space, common roof, common drainage and sewerage system, common open areas, common passage etc. herein after referred to as the "**SAID FLAT/UNIT**", morefully described in the **SECOND SCHEDULE** written hereunder situated over the property appertaining to **ALL THAT** piece and parcel of definite demarcated area of **Bastu Land** measuring about **9.20 Decimal**, be the same a little more or less, together with one R.T. Shed structure measuring about 100 Sq. Ft. standing thereon, appertaining to **R.S. Dag No. 3071**, corresponding to **L.R. Dag No. 5612**, under **L.R. Khatian Nos. 10174, 12367, 12989, 13154, 13187, 17064**, situated at **Mouza Bally, J.L. No. 14**, within the **Police Station**

Nischinda (previously under Bally P.S.), in the **District of Howrah**, within the limit of **Nischinda Gram Panchayet**, under the jurisdiction of the District Sub-Registry Office and the Additional District Sub-Registry Office at Howrah, alongwith one **G+IV (Five) storied partly Commercial partly Residential Building** viz. "**HOME GREEN APARTMENT - 14**" standing thereon, along with all rights of easement and quasi-easements attached thereto or appurtenant therewith, together with all rights of easement, privilege and appurtenances attached thereto, is the **SAID PROPERTY**, morefully and specifically described in the **FIRST SCHEDULE** herein below is the subject matter of this **AGREEMENT FOR SALE**.

- A. **AND WHEREAS** originally one **Sri Shyama Charan Khanra** was the occupier of Land under the Zamindarship of **Sri Sarat Chandra Paramanick** by paying Taxes to the said Zaminder in respect of Land measuring about **01 Bigha** who recorded his name in the record of Government of West Bengal, under **R.S. Khatian No. 5532**, situated at Mouza Bally (Dulepara), **J.L. No. 14**, within the then Police Station Bally, in the District of Howrah, within the limit of the then Bally Union Board, under the jurisdiction of the District Registry Office and the District Sub-Registry Office at Howrah, together with all easement rights, title, interest and right to use of passage and quasi easement rights attached thereto. Thereafter the said **Shyama Charan Khanra** died intestate leaving behind his widow & sons and due to their lawful necessity of liquid money, they jointly sold, transferred and conveyed the aforesaid property, in favour of one **Smt. Saraswati Dasi**, by virtue of a Registered Deed of Sale in the year 1942. Thus she has become the true and lawful owner as well as occupier in respect of the aforesaid property and since they she has been seized and possessed the same in peaceful and

(6)

uninterrupted manner, without any obstruction and/or hindrance from any corner whatsoever.

- B. **AND WHEREAS** after acquisition of specific title in respect of the aforesaid property in the aforesaid peaceful and uninterrupted manner, said **Smt. Saraswati Dasi** had been duly possessing and/or enjoying the same in peaceful and uninterrupted manner over more than 12 years. Thereafter due to her lawful necessity of money, sold, transferred and conveyed the aforesaid property, free from all sorts of encumbrances, charges and liabilities, liens, lispendence and attachment of any kind whatsoever, in favour of one **Smt. Golap Moyee Devi alias Golap Moyee Devi**, at the then highest available market price on 08.12.1947 who purchased the same against payment of her Stridhan as Consideration amount and since then she seized and possessed the same in peaceful and uninterrupted manner by paying Government revenues and Taxes to the authority concerned.
- C. **AND WHEREAS** while thus being lawfully seized and possessed of the aforesaid property in the aforesaid peaceful and uninterrupted manner, said **Smt. Golap Moyee Devi alias Golap Moyee Devi**, due to her urgent lawful necessity of liquid money, decided and declared to sell her aforesaid property, free from all sorts of encumbrances, charges and liabilities, liens, lispendence and attachment of any kind whatsoever and the said property is absolutely clear, free and marketable title and being informed by the aforesaid information and relying upon the aforesaid declaration and relevant documents, one **Sri Aditya Prakash Dutta**, resident of 129/1A, Kaital Para Road, Post Office Bally, Police Station the then Bally, in the District of Howrah, became very much interested to purchase the aforesaid property at the then highest available market

price and offered to the Landowner to sell the property which the aforesaid Land Owner accepted, agreed and confirmed. Accordingly one Bengali Deed of Sale dated 09th January, 1959 A.D. corresponding to 24th Poush, 1365 B.S. has been executed and registered amongst themselves, duly registered before the office of the Sub-Registrar at Howrah and recorded therein vide **Book No. I, Volume No. 10, Pages from 35 to 38, Being No. 132, for the year 1959.**

D. **AND WHEREAS** by virtue of the aforesaid Deed of Sale dated 09.01.1959, said **Sri Aditya Prakash Dutta** became the true and lawful owner as well as occupier in respect of **ALL THAT** piece and parcel of Land measuring about **08 Cottahs or 13.20 Decimals**, be the same a little more or less, appertaining to **R.S. Dag No. 3071 measuring about 9.20 Decimals and R.S. Dag No. 3072 measuring about 4.00 Decimals**, be the same a little more or less, both under **R.S. Khatian No. 5532**, situated at Mouza Bally, **J.L. No. 14**, within the then Police Station Bally (presently at Nischinda), in the District of Howrah, within the limit of Nischinda Gram Panchayet, under the jurisdiction of the District Sub-Registry Office and the Additional District Sub-Registry Office at Howrah together with all easement rights, title, interest and right to use of passage and quasi easement rights attached thereto and seized and possessed peacefully and without interruption from any corner as of right by exercising all sorts of overt acts by paying Government revenues and Taxes to the authority concerned.

E. **AND WHEREAS** while thus being lawfully seized and possessed of the aforesaid property in the aforesaid peaceful and uninterrupted manner, said **Sri Aditya Prakash Dutta** bequeathed the aforesaid property, in favour of his 06 (Six) sons viz. **(1) Sri Sandip Kumar Dutta, (2) Sri**

Pradip Kumar Dutta, (3) Sri Pratyush Kumar Dutta, (4) Sri Prasanta Kumar Dutta, (5) Partha Kumar Dutta and (6) Sri Pranab Kumar Dutta, by virtue of an unregistered Will on 01.09.1963 in which **Sri Pranab Kumar Dutta and Sri Pratyush Kumar Dutta** were the Executors, wherein it was clearly mentioned that only all the above mentioned 06 (Six) sons will be entitled to be the Owners of the aforesaid Land in equal Share each.

- F. **AND WHEREAS** subsequently after the demise of said **Aditya Prakash Dutta**, both the Executors of the aforesaid Will viz. **Sri Pranab Kumar Dutta and Sri Pratyush Kumar Dutta** filed one Probate Case Being No. 84 of 1979 on 18.04.1979, before the Hon'ble High Court at Calcutta to obtain the Decree of the aforesaid Probate Case in which the just and proper Decree was passed on 4th May, 1979 by the Hon'ble High Court at Calcutta, in favour of the 06 (Six) sons viz. (1) **Sri Sandip Kumar Dutta**, (2) **Sri Pradip Kumar Dutta**, (3) **Sri Pratyush Kumar Dutta**, (4) **Sri Prasanta Kumar Dutta**, (5) **Partha Kumar Dutta** and (6) **Sri Pranab Kumar Dutta**, declaring them as joint owners having equal Share each. Accordingly a Certificate of the aforesaid Probate Case Being No. 84 of 1979 was issued on 6th June 1979 by the Hon'ble High Court at Calcutta. Thus all the aforesaid 06 (Six) sons of **Late Aditya Prakash Dutta** viz. (1) **Sri Sandip Kumar Dutta**, (2) **Sri Pradip Kumar Dutta**, (3) **Sri Pratyush Kumar Dutta**, (4) **Sri Prasanta Kumar Dutta**, (5) **Partha Kumar Dutta** and (6) **Sri Pranab Kumar Dutta** became the lawful joint owners as well as occupiers of the aforesaid property and since then they have been jointly seized and possessed the same peacefully and uninterruptedly to the extent of their undivided 1/6th share each.

G. **AND WHEREAS** after acquisition of title in respect of the aforesaid property in the aforesaid joint manner, (1) **Sri Sandip Kumar Dutta**, (2) **Sri Pradip Kumar Dutta**, (3) **Sri Pratyush Kumar Dutta**, (4) **Sri Prasanta Kumar Dutta**, (5) **Partha Kumar Dutta** and (6) **Sri Pranab Kumar Dutta** have been enjoying various overt acts over the same not only by paying Government Revenues, taxes before the concern authority but also duly mutated their names in the record of the office of the B.L. & L.R.O. Bally-Jagacha under Government of West Bengal and accordingly New L.R. Khatian Numbers have been allotted in their favour, which have been stated as follows:-

<u>Sl. No.</u>	<u>Name</u>	<u>L.R. Dag No.</u>	<u>New L.R. Khatian No.</u>
1.	Sri Sandip Kumar Dutta	5612 & 5613	17064
2.	Sri Pradip Kumar Dutta	5612 & 5613	12989
3.	Sri Pratyush Kumar Dutta	5612 & 5613	13154
4.	Sri Prasanta Kumar Dutta	5612 & 5613	10174
5.	Sri Partha Kumar Dutta	5612 & 5613	12367
6.	Sri Pranab Kumar Dutta	5612 & 5613	13187

H. **AND WHEREAS** while thus being lawfully seized and possessed of the aforesaid property in the aforesaid joint manner, the aforesaid **Pranab Kumar Dutta** died intestate on 30.10.2019 leaving behind him his 02 (Two) Daughters viz. (1) **Smt. Ajanta Dutta** and (2) **Smt. Puspita Dey**, as his legal heirs to inherit his estate according to the Law of Inheritance, governed under the **Hindu Succession Act, 1956**. Thus the legal heirs of Late Pranab Kumar Dutta viz. Smt. Ajanta Dutta and Smt. Puspita Dey

became the joint lawful owners as well as occupiers of 1/6th share of Said Property, left by Late Pranab Kumar Dutta.

Be it mentioned that wife of said Pranab kumar Dutta (since deceased) viz. Rakha Dutta predeceased him on 29.01.2019.

- I. **AND WHEREAS** thereafter said **Sri Partha Kumar Dutta**, out of love and affection decided to Gift his undivided share over the aforesaid property i.e. **ALL THAT** piece and parcel of Land measuring about **1.50 Decimals**, appertaining to **R.S. Dag No. 3071**, corresponding to **L.R. Dag No. 5612** and **0.66 Decimal** appertaining to **R.S. Dag No. 3072**, corresponding to **L.R. Dag No. 5613**, under **R.S. Khatian No. 5532**, corresponding to **L.R. Khatian No.12367**, situated at **Mouza Bally, J.L. No. 14**, within the Police Station Bally (presently at Nischinda), in the District of Howrah, within the limit of Nischinda Gram Panchayat, under the jurisdiction of the District Sub-Registry Office and the Additional District Sub-Registry Office at Howrah together with all easement rights, title, interest and right to use of passage and quasi easement rights attached thereto, in favour of his beloved brother viz. **Sri Sandip Kumar Dutta** who accepted the Gift gladly. Accordingly one Deed of Gift dated 21.06.2024 has been executed and registered between themselves, which has been registered before the office of the Additional District Sub-Registrar at Howrah and recorded in the said office vide **Book No. I, Volume No. 0502-2024, Being No. 050206497, for the year 2024.**
- J. **AND WHEREAS** by virtue of the aforesaid registered Deed of Gift dated 21.06.2024, said **Sri Sandip Kumar Dutta** has become the lawful joint owner as well as occupier of Land measuring about **3.00 Decimals** (1.50 Decimal + 1.50 Decimal) appertaining to **R.S. Dag No. 3071**, corresponding to **L.R. Dag No. 5612** and **1.33 Decimal** (0.67 Decimal +

0.66 Decimal) appertaining to **R.S. Dag No. 3072, corresponding to L.R. Dag No. 5613, under R.S. Khatian No. 5532, corresponding to L.R. Khatian No. 17064 and 12367**, situated at **Mouza Bally, J.L. No. 14**, within Police Station Nischinda (previously under Bally P.S.), in the District of Howrah, within the limit of Nischinda Gram Panchayat, under the jurisdiction of the District Sub-Registry Office and the Additional District Sub-Registry Office at Howrah together with all easement rights, title, interest and right to use of passage and quasi easement rights attached thereto and accordingly he has been seized and possessed the same peacefully and uninterruptedly in joint manner with the other co-sharers.

- K. **AND WHEREAS** while the aforesaid **LAND OWNERS/FIRST PART** in course of such owing and seizing and possessing of their property in the joint manner as mentioned in the **FIRST SCHEDULE** hereunder written, in order to extract maximum benefit from the said property, having desirous of developing the **FIRST SCHEDULE** mentioned Property which is called and referred to as the "**SAID PROPERTY**" by constructing new multistoried Building over the same. But due to paucity of fund and also lack of knowledge and experience in the Development and Construction work, they were in search of a well competent, reputed and experienced and monetarily sound Local renowned Developer.
- L. **AND WHEREAS** after getting information from a reliable source and considering the reputation and goodwill of the Developer, the Land Owners/ First Part jointly approached **M/S. A.B. CONSTRUCTION**, a sole Proprietorship Firm, having its office at Ghoshpara (Vivek Pally), Post Office Ghoshpara, Police Station Nischinda, in the District of Howrah, Pin Code No. 711 227, being represented by its sole Proprietor

viz. **SRI ACHINTYA KUMAR MONDAL**, son of Kushadhwaja Mondal, by Nationality, by faith Hindu, by occupation Business, residing at Nischinda Bibek Pally Ghoshpara, Post Office Ghoshpara, within Police Station Nischinda, in the District of Howrah, Pin Code 711 227, to complete the work of Development and Construction over the said First Schedule mentioned property in respect of **ALL THAT** piece and parcel of **BASTU LAND** measuring about **9.20 Decimals**, be the same a little more or less, together with one R.T. Shed structure measuring about 100 Sq. Ft. standing thereon, appertaining to **R.S. Dag No. 3071**, corresponding to **L.R. Dag No. 5612**, under **L.R. Khatian Nos. 10174, 12367, 12989, 13154, 13187, 17064**, situated at **Mouza Bally, J.L. No. 14**, within the **Police Station Nischinda (previously under Bally P.S.)** in the **District of Howrah**, within the limit of **Nischinda Gram Panchayat**, under the jurisdiction of the **District Sub-Registry Office** and the **Additional District Sub-Registry Office at Howrah**, together with all other rights of easement, quasi easement, appurtenances, appendages as well as right to use of adjacent common passage attached thereto, herein after referred to as the **SAID PROPERTY**, morefully described in the **FIRST SCHEDULE** herein below, for which the Developer becomes fully satisfied with the joint right, title and interest of the owners in respect of the aforesaid land, has undertaken the Development and Construction Work.

- M. **AND WHEREAS** the Parties after having been agreed to perform their respective acts, under certain **TERMS AND CONDITIONS** to give a good shape to the Construction/Development work over the Said Property, one **AGREEMENT FOR DEVELOPMENT** under certain **TERMS AND CONDITIONS**, as embodied therein was executed by and

between the parties, at the cost and expenses of the Developer which has been registered on **24.06.2024** before the office of the **Additional District Sub-Registrar at Howrah** and recorded therein vide **Book No. - I, Volume No. 0502-2024, Pages from 208790 to 208842, Being No. 050206549 for the year 2024** followed by one **DEVELOPMENT POWER OF ATTORNEY** which was also executed between the parties and registered on **24.06.2024** before the office of the **Additional District Sub-Registrar at Howrah** and recorded in the said office vide **Book No. I, Volume No. 0502-2024, Pages from 203799 to 203822, Being No. 050206555 for the year 2024.**

N. **AND WHEREAS** thereafter the aforesaid Developer, as Power of Attorney Holder of the aforesaid Land Owners, applied before the Office of the Howrah Zilla Parishad for obtaining Sanctioned Plan of a G+4 Five storied partly Commercial partly residential Building and submitted before the said office in respect of the property total measuring about **09.20 Decimals** and the same has been sanctioned by the District Engineer, Howrah Zilla Parishad vide **Memo No. 71/032/HZP/PS dated 05.08.2025.** The Building has been named and known as **"HOME GREEN APARTMENT - 14"**. Thereafter on the basis of the said sanction plan the Developer has started development and construction work of the multi-storied building over the schedule mentioned property as per the abovementioned House Building Plan by demolishing the old dilapidated structure. The Developer, from the Developer's Allocation, have declared their intention to Sale the Residential Flats/Units/Garages, free from all sorts of encumbrances, charges and liabilities, liens, lispence and attachment of any kind whatsoever and there is no bar to receive any Advance Amount by executing Agreement for Sale.

O. **AND WHEREAS** The Said Land is earmarked for the purpose of building

a [commercial/residential/any other purpose] project, comprising G+4 multistoried apartment buildings and the said project shall be known as "**Home Green Apartment - 14**".

P. On the basis of the aforesaid sanctioned building plan the Land Owner/Vendor completed the construction work of the aforesaid Building and announced to sell the flats/units, free from all encumbrances and there is no legal impediment to sell the said Flat and after coming to know the above announcement and relying upon the declaration by the Land Owner/Vendor, the Purchaser viz., Son/Daughter of, residing at became very much interested to purchase **ALL THAT** piece and parcel of a self-contained **Residential Flat, Being No. "...."** made with tiles flooring, situated on the **Floor** in the newly constructed G+4 (Five Storied) building, measuring about **Square Feet Carpet Area, Square Feet Covered Area corresponding to Square Feet Super Built-up area**, comprising of bed rooms, Toilets, Dining Cum Open Kitchen and Balcony with lift facility, within the said building, together with all rights of easement, privilege, hereditaments, appendages and appurtenances etc., including all others rights to use of common passage and pathways, sewerages, drainage, securities and amenities etc. attached with the proportionate share of land underneath, at an agreed price of **Rs...../- (Rupees Lacks only) i.e. Rs...../- per Sq. Ft.**, free from all encumbrances and there is no legal impediment to purchase the said Flat. After being satisfied the Purchaser made an advance amounting total **Rs...../- (Rupees Lakhs) Onnly** to the Land Owner/Vendor and executed an unregistered **Agreement for Sale dated** and balance amount will be paid as per the Terms and conditions laid down in the aforesaid **Agreement for Sale** of the said flat.

Q. In terms and conditions of the said bilateral unregistered Agreement for Sale dated the PURCHASER of the THIRD PART have now become fully ready with the balance amount of total consideration and to complete the said sale transaction in full and final form by paying the same to the Land Owner/Vendor of the FIRST PART and accordingly, approached them with a request to get ready for execution and Registration of the final Deed of Conveyance in respect of the "**SAID FLAT**" Being No. "...." made with tiles flooring, situated on the **Floor** in the newly constructed G+4 (Five Storied) building, measuring about**square feet**, be the same a little more or less, including 20% of Super Built Up Area, comprising of bed rooms, Toilets, Dining Cum Open Kitchen and Balcony with lift facility as morefully and particularly described in the **SECOND SCHEDULE** hereunder written and after going through the contents of the Draft Copy of the present Deed of Conveyance and after being fully satisfied with the same, the Land Owner/Vendor of the FIRST PART has become fully ready to execute and register these presents on acceptance of balance amount of total consideration as they already received the 'earnest' money at the time of execution and the rest as per Terms and Conditions as laid down in the said bilateral unregistered Agreement for Sale dated

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

1. That in consideration of the Agreement for Sale dated and in further consideration amount total a sum of **Rs...../- (Rupees)** **Only** well and truly paid by the Purchaser to the Land Owner at or before execution of these presents (the receipt whereof the Land Owner doth hereby and also by receipt hereunder written admit and acknowledge to have been received), the Land Owner doth hereby sell, transfer, convey,

assure and assign unto and to the Purchaser **FIRSTLY ALL THAT** piece and parcel of a self-contained **Residential Flat, Being No. "....."** made with tiles flooring, situated on the **Floor** in the newly constructed G+4 (Five Storied) building, measuring about **Square Feet Carpet Area, Square Feet Covered Area corresponding to Square Feet Super Built-up area**, comprising of bed rooms, Toilets, Dining Cum Open Kitchen and Balcony with Lift facility made with Tiles flooring and described in the **SECOND SCHEDULE** hereunder written) as shown in the Plan bordered **RED** thereon **AND SECONDLY ALL THAT** the undivided proportionate share in all common parts, portions, areas, facilities and amenities (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) over the **FIRST SCHEDULE** hereto, hereinafter referred to as **THE SAID PROPERTIES** more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written, **TOGETHER WITH** the right to use the common areas, installations and facilities in common with the other CO-PURCHASER and the Land Owner and the other lawful occupants of the Building **BUT EXCEPTING AND RESERVING** such rights, easements, quasi-easements, privileges reserved for any particular Flats and/or the Owners' Association or respective agents appointed by them, more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written, **AND TOGETHER WITH** all easements or quasi-easements and provisions in connection with the beneficial use and enjoyment of the Said Flat and the Properties Appurtenant thereto, more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written, **TO HAVE AND TO HOLD** the said **FLAT** hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Purchaser **WITH** due performance of and compliance with the Restrictions/House Rules, more fully and particularly mentioned and described in the **FIFTH SCHEDULE** hereunder written, and

also with the Purchaser making payment of the maintenance charges/common expenses and other charges payable in respect of the Said Flat and the Properties Appurtenant thereto, such Maintenance charges/common expenses more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written, to the Owners' Association and/or their respective agents appointed by them.

At or before the execution of these presents the Purchaser have fully satisfied themselves as follows: -

- a) The title of the Land Owner/Dendor/First Part;
- b) The Plan sanctioned by the Howrah Zilla Parishad;
- c) The total area to comprise in the said unit;
- d) The specifications and of materials used in the said building and/or the said unit;
- e) The area, which is limited common elements exclusively, reserved for the said unit and the areas, which are general common elements and common for the entire building.

2. AND THE LAND OWNER/VENDOR COVENANTS WITH THE PURCHASER as follows:-

- a) **THAT** notwithstanding any act, deed, matter or thing whatsoever by the Owner done or executed or knowingly suffered to the contrary the Land Owner is now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and **sufficiently entitled to the peaceful, vacant possession of the Said Flat** and Properties Appurtenant Thereto hereby granted, sold, conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and

indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

- b) **THAT** notwithstanding any act, deed or thing whatsoever done as aforesaid the Land Owner has good right, full power and absolute authority to grant, convey, transfer, sell and assign all and singular the Said Flat and the Properties Appurtenant Thereto hereby sold, conveyed, transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.
- c) **THAT** the Said Flat and Properties Appurtenant Thereto hereby sold, granted and conveyed or expressed or intended so to be is free from all claims, demands, encumbrances, liens, attachments, lispendense, debottar, pirottar or trusts made or suffered by the Owner or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Owner.
- d) **THAT** the Purchaser shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the peaceful, vacant possession of the Said Flat and Properties appurtenant thereto hereby receive all rents, issues and profits thereof without any lawful eviction, interruption, claims or demands whatsoever by the Owner or any other person or persons having or lawfully or equitably claiming as aforesaid. Further the Purchaser shall have good right, full power and absolute authority to sell, grant, convey, transfer, assign and assure, rent out, lease or mortgage the said flat or unit.
- e) **THAT** the Purchaser shall be freed, cleared and absolutely discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispendense, debuttar or trust or claims and demands whatsoever created occasioned or made

by the owner or any person or persons having or lawfully or equitably claiming as aforesaid.

- f) **AND FURTHER THAT** the Owner and all persons having or lawfully or equitably claiming any estate or interest in the Said Flat and Properties Appurtenant Thereto hereby or any part thereof through under or in trust for the Owner or her nominated person shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to made done and executed all such further and lawful acts, deeds or things whatsoever for further better or more perfectly assuring the Said Flat and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.
- g) **THAT** the Owner has not at any time done or executed or knowingly suffered or been party to any act, deed or thing save and except consent to any home-loan from any Bank or Financial Institution whereby and where under the Said Flat and Properties Appurtenant Thereto hereby granted, transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

3. AND THE PURCHASER SHALL TO THE END AND THE INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND PEACEFUL VACANT POSSESSION OF THE SAID FLAT HEREBY CONVEYED, HEREBY COVENANT WITH THE OWNER as follows:-

- a) **THAT** the Purchaser and all other persons deriving title under these presents shall and will at all times hereafter shall observe the

restrictions /House Rules regarding the user of the said Flat and also the obligations set forth the **FIFTH SCHEDULE** hereunder written.

b) **THAT** the Purchaser, from the date of execution of these presents at her cost, shall apply for obtaining mutation of their names as the owner to the Kolkata Municipal Corporation and from the date of Conveyance the Owner shall have no responsibility and/or liability to pay any Taxes or any impositions in connection with the Said Flat, i.e. **Flat Being No. "....."** situated on the **Floor**, of the G+4 (Five Storied) building, measuring about **Square Feet Carpet Area, Square Feet Covered Area corresponding to Square Feet Super Built-up area**, comprising of bed rooms, Toilets, Dining Cum Open Kitchen and Balcony with lift facility made with Tiles flooring save and except only the Purchaser shall pay the Panchayet tax and other taxes and impositions payable in respect of the said Flat.

c) **THAT** the Purchaser shall at all times from the date of possession regularly and punctually make payment of all the panchayet rates and taxes and other outgoings including multi-storied building tax, water tax, Urban Land Tax, if any, service tax and other levies impositions and outgoings (hereinafter referred to as the **RATES AND TAXES**) which may from time to time be imposed or become payable in respect of the said Flat and proportionately for the building as a whole and proportionately for the common parts and portions.

4. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

a) **THAT** the Undivided share in land comprised in the Said Premises and the proportionate share in Common parts and portions hereby

sold and transferred and attributable to the said Flat shall always remain impartible.

- b) **THE** right of the Purchaser shall remain restricted to the said Flat and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the said Complex.
- c) **The** Purchaser on payment of appropriate charges to WBSEDCL/ CESC directly can obtain Electric Meter and the Purchaser further agree to regularly and punctually make payment to the Owners' Association of the proportionate electricity charges for lighting of the common parts and portions and further agrees not to withhold payment of the same on any account whatsoever or howsoever on and for the date of presence of the Flat.
- d) **On** and from the date of possession of the Flat the Purchaser shall regularly and punctually make payable of the maintenance charges/common expenses (more fully described in the **SIXTH SCHEDULE** herein under stated) payable in respect of the said Flat, and properties appurtenant thereto to the Owners' Association. Such charges shall be made applicable by the Owners' Association from time to time at their sole and absolute discretion and after taking into consideration the common services provided and the costs thereof.
- e) **The** Purchaser acknowledge that regular and timely payment of the maintenance charge is a "**must**" and they shall be entitled to act accordingly as per rules and regulations of the Owners' Association.
- f) **The** Owners' Association are entitled to take over the management of the common parts and portions and shall remain responsible for rendition of common services and the Purchaser hereby commit himself/herself to become a member of such Owners' Association and

to make payment of the maintenance charges to such Owners' Association regularly and punctually and shall also observe the rules and regulations which may be framed by such Owners' Association.

5. GENERAL

- 5.1. For the purpose of maintenance of the common parts and portions and for rendition of common services the Owners' Association will take the responsibility.
- 5.2. The Purchaser, their licensees or nominees will also hold, use and enjoy the said Flat and the properties appurtenant thereto strictly subject to the easements and rights reserved and/or granted as per the **FOURTH SCHEDULE** hereto.
- 5.3. The undivided share in the land appurtenant to the said Flat shall always refer to the land of the premises where the said Flat or Unit is situated.

6. RESERVATION & SUPERCESSION

- 6.1. This Deed supersedes all writings, understandings, agreements, brochures and any other agreement between the parties hereto and the Purchaser agree not to rely on the same save and except the applicable covenants of the said Agreement for Sale dated in respect of the said Unit/Flat.
- 6.2. The right of the Purchaser shall remain restricted to the Said Flat and Common Areas and Portions and in no event the Purchaser shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the Said Premises.

- 6.3. The Land Owner shall be entitled to all future vertical exploitation of the said building and/or the said premises by way of additional construction or adding another floor or floors or otherwise, subject to the permission and/or sanction of the municipal authorities to be obtained in due course.
- 6.4. The Purchaser shall have common rights along with the other flat holders to the top roof only over the said Building which shall also accommodate the lift room, staircase housings and the overhead water tanks and the rest of the roof which shall be under the exclusive power, control, use and possession of the Land Owner and the Land Owner shall be entitled to dispose of the same and/or use the same for any commercial purpose including for installation of antenna towers and all other additional structures constructed thereon.
- 6.5. **PROPORTIONATE OR PROPORTIONATE SHARE** shall mean the undivided impartible proportionate share in the said property as fully described in the Second Schedule hereunder written and also the proportionate share in the common portion and all other common rights and liabilities including the common expenses.
- 6.6. **MASCULINE** shall include the Feminine and vice-versa.
- 6.7. **SINGULAR** shall include the Plural and vice-versa, as per the context 1.19.

THE FIRST SCHEDULE ABOVE REFERRED TO:

[Description of the Land comprised in the "**SAID PROPERTY**"]

ALL THAT piece and parcel of **BASTU LAND** in Rayati interest measuring about **9.20 Decimal**, be the same a little more or less, together with one R.T. Shed structure measuring about 100 Sq. Ft. standing thereon, appertaining to **R.S. Dag No. 3071**, corresponding to **L.R. Dag No. 5612**, under **L.R.**

Khatian Nos. 10174, 12367, 12989, 13154, 13187, 17064, situated at **Mouza Bally, J.L. No. 14**, within the **Police Station Nischinda** (previously under Bally P.S.), **in the District of Howrah**, within the limit of **Nischinda Gram Panchayet**, under the jurisdiction of the District Sub-Registry Office and the Additional District Sub-Registry Office at Howrah alongwith one **G+IV (Five) storied partly Commercial partly Residential Building** viz. **"HOME GREEN APARTMENT - 14"** standing thereon, together with right to use of adjacent common passage and all other rights of easement, hereditaments, appurtenances, appendages as well as quasi easements rights attached thereto and the same is butted and bounded as follows :-

On the North :- By 23' Feet wide Metal ;

On the South :- By Property of Netai Bose;

On the East :- By Property of Gour Majumder;

On the West :- By 23' Feet wide Metal Road;

THE SECOND SCHEDULE ABOVE REFERRED TO:

[Description of the "SAID FLAT" hereby sold to the Purchaser]

ALL THAT piece and parcel of a self-contained **Residential Flat, Being No. "....."** made with tiles flooring, situated on the **Floor** in the newly constructed G+4 (Five Storied) building, measuring about **Square Feet Carpet Area, Square Feet Covered Area corresponding to Square Feet Super Built-up area**, comprising of ... (....) bed rooms, (.....) Toilets, (.....) Dining Cum Open Kitchen and (.....) Balcony with **lift facility made with Tiles flooring** as contained in the said flat together with all rights of easement, privilege and appurtenances attached thereto and also since been more particularly and specifically depicted as well as delineated in the **PLAN** annexed hereto by '**RED**' border line, forming the **PART** of these presents, situated over the **FIRST**

SCHEDULE mentioned herein above **TOGETHER WITH** proportionate share of land and right to use the common passage, common stair case, common lobbies from ground floor to top floor, common privy, common water reservoir, common water tank, common electrical fittings, common electric facility, common meter room and space, Lift and Lift wall common parapet wall, common drainage and sewerage system, common open areas, common passage etc. being butted and bounded as follows:-

On the North:-

On the South:-

On the East:-

On the West:-

THE THIRD SCHEDULE ABOVE REFERRED TO
(Common Areas & Facilities)

1. The foundation columns, beams, supports, corridors, lobbies, stairs, stairways landings, entrances, exists and pathways ramp driveways.
2. Common passage.
- 3 Tube well, if any,
4. Water pump, water tank, water pipes and other common plumbing installation,
5. Transformer, electric wiring, motor and fittings.
6. Drainage and sewers including main holes, septic tank etc.
7. Pump house,
8. Boundary walls, parapet wall, main entrance and exit and main gates.

9. Common roof shall accommodate stair case housing and overhead water tanks.

10. Such other common parts, areas, equipments, installations, fixtures & fittings in or about the said premises and/or the building as are necessary for passage to or use and occupancy of the flats and as are specified by the Land Owner expressly to be the common parts.

11. Lift and Lift wall.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(EASEMENTS OR QUASI-EASEMENTS)

(The under-mentioned rights, easements and quasi easements, privileges and appurtenances shall be reserved for the Land Owner or the Owners' Association)

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations, staircases, open spaces in ground floor covered spaces, electrical installations and other passages.

2. The right of passage in common with the Purchaser and other persons/ Purchaser as aforesaid in connection with electricity, water and soil from and to any part (other than the Said unit) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Flat so far as may be reasonably necessary for the beneficial use occupation of the other portion or portions of the Building for all purposes whatsoever.

3. The right of protection for other portion or portions of the Building by all parts of the Said Flat as far as they now protect the same or as may otherwise become vested in the Purchaser by means structural alterations to the Said Flat or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Building.

4. The right of the occupier/occupiers Owners' Association, the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances, staircase, electrical installation, open and covered space and other common passages or paths of the Building.

5. The right of the Owners' Association with or without workmen and necessary materials enter from time to time upon the Said Flat for the purpose of repairing so far as may be necessary such pipes, drains, wires and conduit underground/overhead Reservoir as aforesaid **PROVIDED ALWAYS** the Owners' Association and other person or persons shall give to the PURCHASER twenty four hours' prior notice writing of their intention of such entry as aforesaid.

6. The Purchaser shall be entitled all rights, privileges, vertical lateral supports, easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the Said fiat/unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified **EXCEPTING AND RESERVING** unto the Land Owner and Owners' Association the rights, easements, quasi-casements, privileges and appurtenances hereinbefore contained hereto.

7. The right of access and passage in common with the Land Owner/Owners' Association and other occupiers of the said building at all times and for all normal lawful purposes connected with the use and enjoyment of the

staircase and electrical installations and all other common areas installations and facilities in the Building and the Said Premises.

8. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Flat with or without vehicles over and along the pathways of the building comprised in the Said Premises **PROVIDED ALWAYS** and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants, agents, employees and invitees of the Purchaser to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the passage and pathways in the said building.

9. The right of support, shelter and protection of the Said Flat/ Unit by or from all parts of the Building so far they now support shelter or protect the same.

10. The Purchaser shall be liable to pay the Maintenance charges more fully described in the **SIXTH SCHEDULE** hereunder written for the enjoyment of the common areas/parts/portions facilities and utilities to the Owners' Association for the purpose of maintenance of the same and to the Owners' Association upon transfer of the management and maintenance of the common parts and portions of the building to the Owners' Association, promoted by the co owners.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(RESTRICTIONS/HOUSE RULES)

1. As from the date of possession of the Said Flat, the PURCHASER agree and covenant:-

i) To co-operate with the Association in the management and maintenance of the said building:

(29)

- ii) To observe the rules or regulations as may be framed from time to time by the Association in respect of the Said Housing Complex and/or the Building.
- iii) To allow the authorized representatives of the Association with or without workmen to enter into the said flat for the purpose of maintenance and repairs;
- iv) To pay the charges of the electricity and other utilities in or relating to the said flat wholly for the Said Flat and proportionately in relating to the common parts;
- v) Not to sub-divide the Said Flat or any portion thereof,
- vi) Not to throw or accumulate or cause or permit to be thrown or accumulated any dirt, rubbish or other refuse within the Said Flat or in the said building and for compound or in any portion of the building or in the Common Parts save at the places indicated therefor,
- vii) Not to keep or store and/or allow to be kept or stored any offensive combustible obnoxious hazardous or dangerous article in the said Flat or in the common areas and not to block any common areas of the building in any manner.
- viii) Not to keep any heavy article or thing, operate any machine as is likely to endanger the structure of the building or damage the floor or roof or outer walls of any Flat.
- ix) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the stability of the building or any part thereof,
- x) Not to do or cause anything to be done in or around the Said Flat which may cause or tend to cause or tantamount to cause or affect any damage to

the Said Flat or to the flooring or ceiling of the Said Flat or any other portion over or below the Said Flat or adjacent to the said Flat in any manner and not to interfere with the use and rights and enjoyment of any open spaces, passages of amenities available for common use;

(xi) That the PURCHASER shall not throw or accumulate or cause to be thrown or accumulated dirt, rubbish or other refuse or permit to be thrown or allowed the same to be accumulated in the said Flat or in the common passages or in any portion of the building other than the place to be demarcated by the occupiers of the said building.

(xii) The PURCHASER shall not do any immoral or illegal act or deed, any other acts which in anyway hamper the peaceful living or healthy atmosphere of the building and the PURCHASER undertakes not to change any exterior structure of the building and the PURCHASER shall not raise any objection or other claim, of any nature whatsoever regarding construction of said Flat and/or common portion and/or construction thereof of the said building in the said premises;

(xiii) Not to damage or demolish or cause to be damaged or demolished the Said Flat or any part thereof or the fittings and fixtures affixed thereto;

(xiv) Not to permit closing of the verandah or balconies or lobbies and common parts and also not to permit any alterations in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of the external doors and windows including the grills of the Said Flat;

(xv) Not to make in the Said Flat any structural additions and / or alterations such as beams columns, partitions, walls etc or improvements of a permanent nature except with the prior approval in writing of the Land Owner and/or any concerned authority:

(31)

(xvi) To use the Said Flat or permit the same to be used for **RESIDENTIAL PURPOSES ONLY AND NOT TO USE THE SAME FOR ANY OTHER PURPOSE** which may or is likely to cause any disadvantage, discomfort, nuisance or inconvenience to the other users and occupiers of the said premises and the neighboring premises and shall not use the said flat for any illegal or immoral purposes or as an office, a boarding house, club house, health center, nursing home, amusement or entertainment center, eating or catering place, dispensary, dance classes or tutorial centers, clinic, gymnasium, godown or as a meeting place or for any manufacturing of industrial activity;

(xvii) Not to raise or put up any kuccha or pucca construction, grilled wall, enclosures thereon or part thereon and to keep the same always open and not to permit any person to stay / dwell there or store any articles therein;

(xviii) To use only those common areas, parts, portions, amenities, facilities as are mentioned in the **THIRD SCHEDULE** hereto, for ingress and egress to and use and enjoyment of the Said Flat, in common with the other occupiers of the building and the PURCHASER shall have no right on any other portion and/or space in the building.

(xix) To at all times keep the interior walls, fittings, fixtures, appurtenances, floor, ceiling etc. of the Said Flat in perfect condition and repair so as not to cause any damage to the building or any other space or accommodation thereon and keep the other occupiers of the building indemnified from and against the consequences of any damage arising therefrom;

(xx) Not to obstruct or object to the Land Owner doing or permitting any one to do any construction, alteration or work in the Said Premises and/or the Building,

(xxi) Not to affix or draw any wires, cables, pipes etc., from and to or through any of the common areas or other Flats save as may be permitted by the Association in writing.

(xxii) The PURCHASER shall have only the proportionate right and interest in the common parts of the building .

(xxiii) To regularly and punctually pay and discharge to the Association or the concerned statutory semi government body as the case may be all rates, taxes, maintenance charges, common expenses, impositions and all other outgoings in respect of the said Flat and the rights and properties appurtenant thereto and also proportionately for the common areas and/or portions, and/or amenities and/or facilities as described under the **THIRD SCHEDULE** hereunder written within the 7th day of every month according to the English calendar. Such amount shall be deemed to be due and payable on and from the date of Registration of the Deed of Conveyance whether actual possession of the Said Flat has been taken or not by the Purchaser,

(xxiv) The proportionate rate payable by the Purchaser for the common expenses shall be decided by the Association from time to time and the Purchaser shall be liable to pay the same. Further, the statement of account of the apportionment of charges as prepared by the Association shall be conclusive and final;

(xxv) So long as each Flat in the building is not separately assessed and mutated, the PURCHASER shall from the date of possession be liable to pay the proportionate share of all the rates and taxes assessed on the entirety of the said premises to the Land Owner.

(xxvi) After taking delivery of the peaceful vacant possession of the Said Flat, the Purchaser shall take steps to have the Said Flat separately assessed and

mutated and the Land Owner will have to provide full co-operation for mutating the Flat in the name of the PURCHASER.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses common to the Purchaser)

1. The costs and expenses of maintaining, redecorating and renewing etc. of the main structure, the demarcated roof, gutters and water pipes and for all purposes drains and electric cables and wires, fixtures, fittings and equipment, in under or upon the said building and enjoyed or used by the Purchaser in common with other occupiers or serving more than one flat in the said building, main entrance, landing and stair cases of the said building and enjoyed by the Purchaser or used by her in common as aforesaid and the boundary walls of the building, compounds, pumps, reservoir, fire system, electrical and other installations.
2. The cost of cleaning and lighting the main entrance, passage, landings, stair cases and other parts of the said building so enjoyed and used by the Purchaser in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
3. Providing and arranging for the emptying receptacles for rubbish,
4. Paying all rates, taxes, duties, charges, assessments and outgoing whatsoever (whether central, state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are responsibility of the individual owners/ occupiers of any flat / flats.
5. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the flat of any individual PURCHASER of any flat.

8. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the flats.

9. Paying a fair proportion of the cost of clearing, repairing, instating any drains and sewers forming part of the property.

10. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting those which are responsibility of the occupier or PURCHASER of any flat/ unit.

11. The maintenance renewal of the purchased Flat and insurance of equipment as the Association may from time to time consider necessary for carrying out of the acts and things mentioned in this schedule.

12. All such other expenses and outgoing as are deemed by the Association to be necessary for an incidental thereto including Puja subscriptions, litigation or govt. related costs and expenditures, municipality and upliftment expenses etc.

(35)

IN WITNESS WHEREOF THE PARTIES put their signature and hands and seals on the day, month and year as written above.

SIGNED SEALED & DELIVERED
in presence of the following

WITNESSES :

1.

2.

**Signature of the Power of Attorney
Holder of LAND OWNERS/VENDORS**

A B CONSTRUCTION

Ashish Kumar Howrah
Proprietor

**Signature of the Developer/Confirming
Party**

DRAFTED, PREPARED AND COMPUTERIZED
BY ME IN MY OFFICE under instructions from
the Vendor/Owner and the Developer and the
Purchaser on the basis of photocopies of some
documents relating to the title of the 'said
property' & after full correction, the contents
hereof are being read over & explained by me to
all the Executants, all of whom duly admit the
same to be true & correct

**Advocate
JUDGES COURT, HOWRAH
Enrolment No.**

(SIGNATURE OF THE PURCHASER/S)

(36)

MEMO OF CONSIDERATION

RECEIVED the aforesaid total sum of **Rs...../- (Rupees Lakhs) only** towards the **total consideration** amount of the "**Second Schedule**" Noted "**Said Flat**" under these presents from the aforesaid **PURCHASER** of the **SECOND PART** on this day in the following manners :-

Srl No.	Date	Particulars of Payment of Consideration	Total Amount of Consideration (In Rs.)
1)			
2)			
3)			
4)			
5)			
		Total Amount of Consideration	Rs...../-

(Rupees Lacks) only

WITNESSES :-

1.

A B CONSTRUCTION

Proprietor

2.

(SIGNATURES OF THE DEVELOPER/
POWER OF ATTORNEY HOLDER)