

PROFORMA DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this ____ day of _____, 202_

BETWEEN

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SRI PARTHA GHOSH, PAN - AFTPG7680L, AADHAAR NO - 8672 6527 6443, son of Late Krishna Das Ghosh, by faith - Hindu, by nationality - Indian, by occupation - Business, having his office & residence at - 337A, Bhattacharjee Para Road, Post Office & Police Station - Thakurpukur, Kolkata - 700 063, District - South 24 Parganas, hereinafter referred to and called as the "**DEVELOPER/VENDOR**" (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

AND

MR.----- , **AADHAAR NO - -----** , **PAN NO - -----**
- , son of----- , by faith ----- , by nationality - Indian, by

occupation-----

residing at-----

District - South 24 Parganas, hereinafter referred to and called to as the **"PURCHASER"** (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, successors, executors, legal representatives, administrators and assigns) of the **SECOND PART**.

AND

SMT. SUBHRAKANA DE, PAN - AMPD1483B, AADHAAR NO. -2711 5393 1111, wife of Sri Susanta Kumar De, by faith -Hindu, by nationality - Indian, by occupation - Housewife, residing at - 3A, Madhab Lane, Post Office - Bhowanipore, Police Station - Ballygunge, Kolkata - 700 025, and also of - 271A, Bhattacharjee Para Road, Post Office & Police Station - Thakurpukur, Kolkata - 700 063, District - South 24 Parganas, hereinafter referred and called as the **"OWNER/VENDOR"** hereinafter referred to and called as the **"OWNER/VENDOR"** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, successors, executors, legal representatives, administrators and assigns) of the **THIRD PART**, the Owner/Vendor being represented by her Constituted Attorney **SRI PARTHA GHOSH**, son of Late Krishna Das Ghosh, residing at - 337A, Bhattacharjee Para Road, Post Office & Police Station - Thakurpukur, Kolkata - 700 063, District - South 24 Parganas, by virtue of a registered Development Power of Attorney duly registered in the office at A.D.S.R. Behala, vide Book No. - I, Volume No. - 1607-2023, Pages from 167949 to 167965, being No. - 160705454 for the year 2023.

WHEREAS Dwarika Nath Mukhopadhyay, Karunamoy Mukhopadhyay and Benimadhab Mukhopadhyay were the absolute joint owners in respect of 1.60 Acres of landed properties along with other properties situated and lying at Mouza - Paschim Barisha, J.L. No. - 19, under Khatian No. -1689, corresponding to Dag Nos. - 557, 558, 559, within the limits of the then South Sub-urban Municipality and while in enjoyment of the same one of the co-sharers namely Dwarika Nath Mukhopadhyay died as issueless and his undivided share devolved upon his aforesaid remaining two brothers, namely Karunamoy Mukhopadhyay and Benimadhab Mukhopadhyay, who as per the

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Hindu Succession Act jointly inherited the said property, each having undivided ½ share over the same.

AND WHEREAS thus by inheritance said Karunamoy Mukhopadhyay and Benimadhab Mukhopadhyay became the absolute joint owners of the aforesaid properties and while in enjoyment of the same they died intestate and their respective legal heirs became the joint owners in respect of the aforesaid properties and their names had been recorded in the revisional records of rights but due to problem in joint enjoyment and occupation of the said properties amongst the co-sharers, they filed a Partition Suit before the 2nd Sub Judge at Alipore being Title Suit No. -175 of 1948 for partitioning their aforesaid properties by metes and bounds and the final decree was passed on 07/02/1957 by the Learned court in the said suit.

AND WHEREAS in terms of the final decree passed in the said Partition suit one Pashupati Mukhopadhyay, grandson of Late Karunamoy Mukhopadhyay, being one of the co-sharers, was exclusively allotted a demarcated area measuring more or less 13 (Thirteen) Cottahs 8 (Eight) Chittaks 10 (Ten) Square Feet as mentioned in the Partition Plan "B" marked with the letter "P" attached with the said Partition Suit under Khatian No. -1689 corresponding to Dag No. -559 and subsequently said Pashupati Mukhopadhyay filed an Execution Case being No. -55 of 1957 before the said Learned 2nd Sub Judge at Alipore for allotment of his aforesaid exclusive demarcated landed properties and subsequently through court said Pashupati Mukhopadhyay became the absolute owner of his aforesaid demarcated "P" marked properties and while in enjoyment of the same said Pashupati Mukhopadhyay divided the entire property into small small plots of land with an intention to sell those plots of land to the different intending buyer/s and coming to know such intention one Nisith Kumar Basu, by a registered Deed of Bengali Kobala dated 17/01/1958, purchased one such plot measuring more or less 9 (Nine) Cottahs of bastu land situated and lying at Mouza - Paschim Barisha, J.L. No.- 19, under Khatian No. - 1689 corresponding to Dag No.- 559, being Holding No.- 16A, Bhattacharjee Para Road, within the limits of the then South Suburban Municipality, under Police Station the then Behala, District - South 24 Parganas, from its Owner said Pashupati Mukhopadhyay for a valuable consideration as mentioned therein and received peaceful vacant possession of the same.

The said Deed of Kobala was duly registered in the office of the Sub-Registrar at Alipore vide Book No.- I, Volume No.- 27, Pages 20 to 24, Being Deed No. - 389 for the year 1958.

AND WHEREAS thus by the strength of the aforesaid purchase deed said Nisith Kumar Basu became the absolute Owner of **ALL THAT** piece and parcel of landed property measuring more or less 9 (Nine) Cottahs and while thus seized and possessed of the same said Nisith Kumar Basu out of natural love and affection executed a Deed of Gift in respect of a demarcated area measuring more or less 4 (Four) Cottahs 6 (Six) Chittaks 5 (Five) Square Feet out of his aforesaid entire property unto and in favour of his daughter namely Smt. Subhrakana De, and delivered peaceful vacant possession of the same. The said Deed of Gift was duly registered in the office of the Sub-Registrar at

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Alipore vide Book No.- I, Volume No.- 408, Pages 8 to 14, Being Deed No.- 2013 for the year 1986.

AND WHEREAS thus by the strength of the aforesaid Deed of Gift said Smt. Subhrakana De, the present Party of the Third Part herein became the absolute Owner in respect of **ALL THAT** piece and parcel of demarcated landed property measuring more or less 4 (Four) Cottahs 6 (Six) Chittaks 5 (Five) Square Feet together with a single storied building standing thereon situated and lying at Mouza - Paschim Barisha, J.L. No. - 19, under Khatian No.- 1689, corresponding to Dag No.- 559, being Holding No.- 16A, Bhattacharjee Para Road, within the limits of the then South Suburban at present the Kolkata Municipal Corporation (S.S. Unit),, together with the right of user of the paths and passages in and around the said property and while thus seized and possessed of the same duly mutated her name before the Kolkata Municipal Corporation and the said

property was re-numbered as Premises No. -271A, Bhattacharjee Para Road, Police Station previously Behala at present Thakurpukur, under Ward No. -125, Kolkata - 700 063, District - South 24 Parganas and also mutated her name in the records of the B.L. & L.R.O. and her name has been finally recorded under L.R. Khatian No. -12319, appertaining to L.R. Dag No. -559, J.L. No. -119, in respect of the aforesaid property which

is more fully and particularly described in the **SCHEDULE "A"** hereunder written and hereinafter referred to as the **"THE SAID PREMISES"** and since then is in absolute enjoyment, possession and occupation of the same without any interruption, obstruction and/or objection in any manner whatsoever by doing all acts of ownership and paying taxes to the concerned authority being free from all sorts of encumbrances, attachments, mortgages, liabilities, liens, property charges, lispendences of whatsoever nature with free and marketable title to transfer the same by any way to anybody.

AND WHEREAS while in enjoyment of the aforesaid property the Owner/Vendor herein has intended to develop the said **SCHEDULE "A"** property by raising a multi-storied building there upon and was looking for a prospective Developer having enough knowledge about construction and financially steady for the said work.

AND WHEREAS coming to know such intention of the Owner/Vendor herein the Party of the Other Part/Developer herein approached the Owner/Vendor herein to allow him to construct a proposed multi-storied building after developing the said **SCHEDULE "A"** property at his own costs and expenses and by taking all responsibilities for constructing the said multi-storied building for and on behalf of the Owner/Vendor herein.

AND WHEREAS the Owner/Vendor herein being agreed with the said proposal accepted the offer of the Developer/Vendor herein and entrusted him to construct the said multi-storied building over and upon the said **SCHEDULE "A"** property and accordingly the Owner/Vendor and the Developer/Vendor herein entered into a notarized Development Agreement on 28/01/2010 under the terms and conditions as contained therein.

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AND WHEREAS simultaneously the Owner/Vendor herein also executed a General Power of Attorney on 27/01/2010 which was duly registered on 28/01/2010 in favour of the Developer/Vendor herein, empowering him do all the acts, deeds and things as specifically and clearly mentioned therein.

The said General Power of Attorney was duly registered in the office of the A.D.S.R. Behala and recorded in Book No. -IV, CD Volume No. - 1, Page from 567 to 576, being No. - 00038 for the year 2010.

AND WHEREAS subsequently the Owner/Vendor herein in order to facilitate and proceed with the development work over and above the **SCHEDULE "A"** property entered into a registered Development Agreement and a registered Development Power of Attorney with the Developer/Vendor herein, in respect of the her property more fully

and particularly described in the **SCHEDULE "A"** hereunder written and as such both the Owner/Vendor and the Developer/Vendor herein voluntarily cancelled the said notarized Development Agreement and also cancelled the registered General Power of Attorney by virtue of a registered Cancellation of General Power of Attorney, so that there may not arise any complications, hindrances and/or impediments in the present or in future in any manner whatsoever.

The said Cancellation of General Power of Attorney was duly registered in the office of the A.D.S.R. Behala and recorded in Book No. -IV, being No. - 160700022 for the year 2023

AND WHEREAS accordingly, after a detailed discussion about the prospect of the said project the Owner/Vendor herein entered into a Development Agreement on 11/05/2023 with the Developer/Vendor herein inter-alia under certain terms and conditions as clearly stipulated therein.

The said Development Agreement was duly registered in the office at A.D.S.R. Behala, vide Book No. - I, Volume No. - 1607-2023, Pages from 167761 to 167807, being No. - 160705445 for the year 2023.

AND WHEREAS subsequently the Owner/Vendor herein also duly executed a Development Power of Attorney on 11/05/2023 in favour of the Developer/Vendor herein empowering him to do all the acts, deeds and things as clearly mentioned in the said registered Development Power of Attorney. The said Development Power of Attorney was duly registered in the office of A.D.S.R. Behala, vide Book No. - I, Volume No. - 1607-2023, Pages from 167949 to 167965, being No. - 160705454 for the year 2023.

AND WHEREAS in terms of the said registered Development Agreement and the registered Development Power of Attorney, the Developer/Vendor prepared a building plan and submitted the same before the appropriate authority of the Kolkata Municipal Corporation and subsequently obtained a sanctioned building Plan being Plan

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No. 2024160066 for constructing a multi-storied building over and upon the said **SCHEDULE "A"** property.

AND WHEREAS while proceeding with the work of construction of the said multi-storied building over and upon the **SCHEDULE "A"** property the Developer/Vendor herein has declared his intention to sell the entire ----- Floor Flat being Flat No. ---, measuring more or less ---- Square Feet super built-up area at the said premises to any intending buyer/s and the present Purchaser herein being aware of such sale has approached the Developer/Vendor herein for purchasing the said ---- Floor Flat situated at Premises No. -271A, Bhattacharjee Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, District – South 24 Parganas, at a total consideration of Rs. -----/- (Rupees -----) only free from all sorts of encumbrances, property charges, mortgages, attachments, liens, liabilities and lispense.

AND WHEREAS the Purchaser herein after being satisfied with the title of the Developer/Vendor, the sanctioned building plan and also been satisfied, accepted and agreed with the measurement of the said Flat from the said multi-storied building standing upon the said land have agreed to purchase and the Developer/Vendor after considering the said price to be the highest price available in the market has agreed to sell ALL THAT the self-contained residential entire ---- Floor Flat being Flat No. ---, measuring more or less --- Square Feet super built-up area from the said multi-storied building situated and lying at Premises No. - 271A, Bhattacharjee Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, District - South 24 Parganas, hereinafter referred to as the "**SAID FLAT**" which is more fully and particularly described in **SCHEDULE "B"** hereunder written and delineated with the colour "**RED**" in the Map or Plan annexed herewith free from all encumbrances including right of user of all common areas, common facilities, common amenities, common passages, parts and common installations and utilities comprised in the said premises together with undivided proportionate share and/or interest in the land underneath the said multi-storied building hereinafter referred to as the "**SAID PREMISES**" which is more fully and particularly described in the **SCHEDULE "A"** hereunder written at or for the consideration of Rs. -----/- (Rupees -----) only and simultaneously the Developer/Vendor herein entered into an Agreement for Sale with the Purchaser herein and the Purchaser have paid to the Developer/Vendor simultaneously the entire consideration money as per the Memo of Consideration and the Purchaser shall duly obtain possession of the said Flat on the date of the registration of these presents.

AND WHEREAS the Purchaser has now requested the Developer/Vendor to execute the Deed of Conveyance in respect of the said Flat constructed upon the said premises to be sold herein together with undivided proportionate share or interest in the land comprised in the said premises together with the right of common user of common areas and facilities and amenities attached thereto at or for the aforesaid consideration under certain terms, conditions, stipulations and/or covenants herein after appearing.

NOW THIS DEED OF CONVEYANCE WITNESSETH THAT:

I In pursuance of the said Agreement for Sale and in consideration of the said sum of Rs. -----/- (Rupees -----) only paid by the Purchaser to the Developer/Vendor on account of undivided interest in the land attributable to the said Flat (the receipts whereof the Developer/Vendor doth hereby as also by the receipt hereunder written admit and acknowledge the payment of the same forever and discharge the Purchaser and the said undivided share), the Developer/Vendor doth hereby grant, sell, convey, transfer and assign and assure unto the Purchaser the undivided impartible share in the land underneath situated at Premises No. - 271 A Bhattacharjee Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, District - South 24 Parganas, more fully and particularly described in the **SCHEDULE "A"** hereunder written together with right to own, possess, use and enjoy

ALL THAT the self-contained residential entire ---- Floor Flat, being Flat No. --, measuring more or less ---- Square Feet super built-up area from the said multi-storied building as more fully and described in the SCHEDULE "B" hereunder written **TOGETHER WITH** the right to use the common parts and common portions of the said building as specified in the **SCHEDULE "C"** hereto in common with the other flat /shop/office owners and/or occupiers of the said building **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Flat /Shop /Office **AND** all the estate right title interest property claim and demand whatsoever of the Developer /Vendor into or upon the said Flat and the properties benefits advantages and rights hereby granted sold conveyed and transferred or expressed or intended so to be and every part or parts thereof respectively **TOGETHER WITH** easements or quasi-easements and other stipulations and provisions as specified in the **SCHEDULE "E"** hereto **EXCLUDING** out of transfer and reserving unto the Developer /Vendor such easements in connection with the beneficial use and enjoyment of the said Flat and all the rights and properties hereby transferred and conveyed **TO HAVE AND TO HOLD** the said Flat and all rights hereby transferred and assigned and every part or parts thereof respectively absolutely and forever and **SUBJECT TO** the terms, conditions, restrictions and obligations specified in this Deed and the right reserved there under **ALSO SUBJECT TO** the terms that all the property and rights hereby transferred are indefeasible, composite and cannot be served or claimed separately under any circumstances **AND ALSO SUBJECT TO** the Purchaser paying and discharging taxes and impositions on the said Flat wholly and the common expenses as specified in the **SCHEDULE "D"** hereto proportionately.

II. THE DEVELOPER /VENDOR DOETH HEREBY COVENANT WITH THE PURCHASER as follows:

i) **THAT** the interest which the Developer /Vendor doth hereby profess to transfer subsists and that he has full, power and absolute authority to grant, transfer, convey, assign and assure unto the Purchaser the said Flat together with the above mentioned rights in the manner aforesaid.

ii) **THAT** the Developer /Vendor doth hereby covenant with the Purchaser herein that notwithstanding any acts, deeds, hereto before done, executed or knowingly suffered to

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the contrary the Developer /Vendor is now lawfully seized and possessed of the said Flat free from all encumbrances, attachments, mortgages, property charges, liens, liabilities, lispensences of whatsoever and there is no suit or dispute or case pending in any court in respect of the said Flat.

iii) **THAT** it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to hold and enjoy the said Flat together with undivided impartible proportionate share of land appurtenant thereto and every part thereof and the Purchaser shall be entitled to sell, transfer, convey, lease out, let out or deal with the said Flat together with undivided proportionate share in the land attached thereto at a cost the Purchaser shall deem proper and to receive rents issues and profits thereof without any disturbance claim or demand whatsoever from or by the Developer

/Vendor and freed and cleared from and against all manner of encumbrances trust liens and attachments whatsoever save only those as are herein expressly contained.

iv) **THAT** the Developer /Vendor shall from time to time and at all times hereinafter upon every reasonable request and at the costs of the Purchaser shall make, do, acknowledge, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever in favour of the Purchaser for further better or more perfectly assuring the said Flat together with the rights hereby granted by the Developer /Vendor in the manner aforesaid.

v) **THAT** the said Flat and all the rights hereby transferred are free from all encumbrances, attachments, liens whatsoever made or suffered by the Developer /Vendor or any of his predecessors in title or any person or persons lawfully and equitably claiming as aforesaid.

vi) **AND THAT** the Developer /Vendor shall unless prevented by the fire or other irresistible force from time to time and at all times hereafter upon every reasonable request and costs of the Purchaser produce and cause to be produced to the Purchaser's attorney or agents or before or in any Court, Tribunal, Board or Authority or firm by inspection or otherwise as occasion shall require the title deeds in connection with the said Flat and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other copies for extracts from the same or any of them as the Purchaser may require and will in the meantime unless, prevented as aforesaid keep the same safe un-obliterated and un-cancelled.

III. **PROVIDED IT IS AGREED** by the Purchaser that he shall duly fulfill and perform his obligations contained in these presents.

**IV. THE DEVELOPER /VENDOR AND PURCHASER DO HEREBY JOINTLY
DECLARE AND COVENANT as follows:**

a) The Purchaser shall observe fulfill and perform the covenants herein written including those for the common purposes and shall regularly pay and discharge all taxes and impositions for the said Flat wholly and common expenses

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b) proportionately and all other outgoings in connection with the said Flat wholly and the common portions of the said building proportionately.

c) The Purchaser's undivided proportionate right, title, interest, possession, in the land of the said premises more fully mentioned in the **SCHEDULE "A"** hereunder written shall remain joint for all times with the other co-owners of the said building at the said premises.

d) The Purchaser shall pay all corporation municipal taxes, GST and other outgoings in respect of the said Flat from the date of execution and registration of this Deed.

- e) That so long said Flat shall not be separately assessed in the name of the Purchaser for the purpose of aforesaid rates, taxes, land revenues and other outgoing charges, in that event the Purchaser shall pay proportionate share of the aforesaid charges as levied on the said Flat on and from the date of execution and registration of this Deed.
- f) That the Purchaser shall have full and absolute right in common with the other co-owners of the said building in respect of proportionate share of common rights, common facilities and common amenities belonging to the said building as more fully described in the **SCHEDULE "C"** hereunder written.
- g) That all expenses of maintenance, repairing in respect of the common parts of the said building including all common areas and common installations of the said building as more fully described in the **SCHEDULE "D"** hereunder written, shall be proportionately borne by the Purchaser along with the other co-owners of the said building.
- h) The covenants, stipulations and obligations required to be performed by the Purchaser upon taking over possession of the said Flat shall be deemed to be covenants and obligations running with the land and the said Flat and shall always be binding on the Purchaser and/or his successor/successors including the person/persons in possession, use and enjoyment of said Flat in the said building.

SCHEDULE "A" ABOVE REFERED TO
(DESCRIPTION OF THE ENTIRE PROPERTY WITH BUILDING)

ALL THAT piece and parcel of demarcated landed property measuring 4 (Four) Cottahs 6 (Six) Chittaks 5 (Five) Square Feet be the same a little more or less together with structure under construction standing thereon situated and lying at Mouza - Paschim Barisha, previously J.L. No. - 19 now J.L. No. -119, under R.S Khatian No. - 1689, presently L.R. Khatian No. -12319, appertaining to L.R. Dag No. -559, previously known as Holding No. - 16A, Bhattacharjee Para Road, within the limits of the Kolkata

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Municipal Corporation (South Suburban Unit), being Premises No. -271A, Bhattacharjee Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, Assessee No. -411250303857, A.D.S.R. Office - Behala, D.S.R. Office - Alipore, District - South 24 Parganas, **TOGETHER WITH** all easement rights, facilities, amenities attached thereto which is butted and bounded by:

ON THE NORTH	: Premises No. -271, Bhattacharjee Para Road.
ON THE SOUTH	: 23 Feet wide K.M.C Road
ON THE EAST	: Premises No.-131/1, Bhattacharjee Para Road.
ON THE WEST	: 10 Feet wide K.M.C Road.

SCHEDULE "B" ABOVE REFERRED TO
(DESCRIPTION OF THE SAID FLAT)

ALL THAT the self-contained residential Flat on the ----- Floor being Flat No. ---, ____ - ____ - ____ orientation, measuring more or less ----- Square Feet super built-up area consisting of -- (---) Bedrooms, -- (---) Kitchen-cum-Dining, -- (---) Toilet, -- (---), -- Verandah and -- (---) Cupboard of the said multi-storied building under construction together with the undivided proportionate share of land underneath along with the right of user of the common facilities such as open spaces around the building, pathways of egress and ingress, stair-cases, landings, lobbies, ultimate roof of the building, boundary wall, drainage, sewerage, pipe lines, lift, lift room, underground and overhead water reservoir, septic tank, motor pump, space for electric meter and other appurtenances attached to the said building situated and lying at Premises No. - 271A, Bhattacharjee Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, District - South 24 Parganas, more fully and particularly described in the **SCHEDULE "A"** herein above. The said flat is delineated in the **MAP** or **PLAN** bordered with **RED** colour attach herewith which is a part and parcel of this presents, being butted and bounded as follows :

On the North : _____
On the South : _____
On the East : _____
On the West : _____

THE SCHEDULE "C" ABOVE REFERRED TO
(Common areas and common utilities common to all co-owners of the said building)

(A)The foundation columns, girder, beams, supports, main wall, corridors, lobbies, stairs, stairways, lift shaft, lift machine room, entrance to and exists from the building being constructed on the said free hold and intended for common use.

(B)Only general lighting of the common portions shall be provided.

(C)Drainage and sewerage line and the septic tank.

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(D)Water pump, pump house, water pipe, roof top tank together with other common plumbing installations.

(E)Common passage, staircases, ultimate roof, entrance and all other fixtures and equipment of common path and passage appertaining to the said building.

(F) Underground and overhead water reservoirs and the water tanks erected for common use for all the owners and co-owners of the said building.

(G) Electrical wiring meter and fittings and fixtures excluding those as are installed exclusively for the flats owners.

(H) Ultimate roof of the said building.

(I) There is lift in the said building.

THE SCHEDULE "D" ABOVE REFERRED TO

(Proportionate share of Common Expenses)

(Common expenses, out goings and obligations which the co-owners of the said premises are to contribute proportionately)

(A) The expenses of maintenance, repairing, re-decoration and renewing the main structure and in particular the Lift, drainage system, sewerage, rain water discharge arrangement, water supply system and supply of electricity in all common areas.

(B) The expenses of repairing, maintaining, white washing and colour washing the main structure of the building including the exterior of the building, painting the main gates and also the common areas of the building.

(C) The cost of cleaning and lightning the entrance of the building, the passage and space around the building, lobbies, corridors, staircase and the other common areas in the building and the premises.

(D) Salaries, wages, fees and remuneration of durwans, sweepers, plumbers, electricians, caretakers and such other persons whose temporary/permanent engagement as and when required for maintenance and protection of the said premises and administration and management of the affairs of common interest of the co-owners of the building.

(E) All expenses of common services and common portions with common areas and facilities attached to the said building.

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(F) Such expenses as are necessary for or incidental of the maintenance and up keeping of the premises and of the common areas facilities and amenities.

(G) Cost and expenses of formation and running the Association of all the co-owners or the property if so required.

THE SCHEDULE "E" ABOVE REFERRED TO

(Easementary Rights)

The co-owners shall show to each other the building rights, easements, quasi-easements, provide privileges and /or appurtenances:

(A) The right of user of the common passages and all the common portions.

(B) The right of passage of utilities including connections for telephone, pipes, cables, etc. through each and every portion of the building and in the said Flat.

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

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata in the presence of :-

WITNESSES:

DEVELOPER/VENDOR

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PURCHASER

**CONSTITUTED ATTORNEY OF
OWNER VENDOR**

Drafted by:

Advocate

Alipore Judge & Police Court,

Kolkata – 700 027

Computerized by me:

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MEMO OF CONSIDERATION

RECEIVED on and from the above named PURCHASER the within mentioned sum of Rs. -----/- (Rupees -----) only as full and final consideration amount in respect of the aforesaid Flat in the manner as mentioned in the Memo below:-

MEMO

1.Paid through -----dated -----

Rs. -----

2. Paid through -----dated ----- Rs. -----
-

3. Paid through -----dated ----- Rs. -----

TOTAL: - Rs.-----

Rupees ----- only.

SICNED, SEALED AND DELIVERED

by the Parties at Kolkata in the presence of:

1.

2.

PARTHA GHOSH

DEVELOPER /VENDOR