

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made and executed on this.....th Day of, 2025
(Two Thousand and Twenty-.....).

BETWEEN

SMT SUSMITA MUKHERJEE, wife of Sri Subrata Mukherjee, having my Income Tax Permanent Account No. **(AYKPM0775C)** and Aadhaar No. **(4138 7346 8617)** by Faith- Hindu, by Nationality Indian, residing at 13E, Ballygunge Place East, Sobha Bhaban, 12 No. Shastri Narendranath Ganguly Road, Post Office-Ballygunge, Police Station-Gariahat, Kolkata-700019, District- South 24 Parganas, hereinafter referred to as **LANDOWNER** duly represented by her Constituted Attorney, namely **M/S. TRUE NORTH HOMES (PAN: AAWFT6936C)** a Partnership Firm duly incorporated under the provisions of the Indian Partnership Act 1932, having its registered office at 661, Kalikapur, Post Office- Mukundapur, Police Station-Purba Jadavpur, Kolkata-700099, District South 24 Parganas, West Bengal, represented by its partners, namely **1) SHRI RANJIT ROY**, son of Late Ajit Kumar Roy, having his Income Tax Permanent Account No. **(AFBPR 5530G)**, Aadhaar No. **(3835 6737 8748)**, by Faith-Hindu, by occupation Business, **2) SHRI RAMYAJIT ROY**, son of Ranjit Roy, having his Income Tax Permanent Account No. **(DXEPR1273N)**, Aadhaar No **(2164 9197 2973)**, by faith Hindu, by occupation Business, both residing at UD- 080807, UDITA Complex, 1050/1, Survey Park, Kolkata -700075, Post Office- Survey Park, Police Station- Jadavpur, District-South 24 Parganas, West Bengal by virtue of a registered power of attorney registered at the office of District Sub Registrar-IV at Alipore, recorded in Book No. I, Volume No. 1604-2024, pages from 333032 to 333048 **being no 11283 for the year 2024.** (which term or expression shall unless excluded by or repugnant to the subject or context, be deemed to mean and include their successor(s), heir(s), successors-in-interest, executor (s), representative(s), administrator(s) and/or assigns) of the **FIRST PART.**

AND

M/S. TRUE NORTH HOMES (PAN: AAWFT6936C) a Partnership Firm duly incorporated under the provision of the Indian Partnership Act 1932, having its registered office at 661, Kalikapur, Post Office-Mukundapur, Police Station-Purba Jadavpur, Kolkata-700099, District-South 24 Parganas, West Bengal, represented by its partners, namely **1. SHRI RANJIT ROY**, son of Late Ajit Kumar Roy, having his Income Tax Permanent Account No. **(AFBPR 5530G)**, Aadhaar No. **(3835 6737 8748)**, By Faith-Hindu, By Nationality-Indian, By Occupation-Business, **AND 2. SHRI RAMYAJIT ROY**, son of Shri Ranjit Roy, having his Income Tax Permanent Account No. **(DXEPR 1273N)**, Aadhaar No. **(2146 9197 2973)**, By Faith-Hindu, By Occupation-Business, both residing at UD-080807, Udit Complex, 1050/1, Survey Park, Kolkata-700075, Post Office- Santoshpur, Police Station-Erstwhile Purba Jadavpur presently Survey Park, District-South 24 Parganas, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall, unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office and administrators) of the **SECOND PARTY.**

AND

1), son/daughter of, having his/her Income Tax Permanent Account No. (.....), Aadhaar No (.....), by Faith- Hindu, by Occupation-Service, Parmanent resident of, Post Office-....., Police Station-

....., Pin-....., District , West Bengal, in the state of West Bengal, hereinafter referred to as the “**PURCHASER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ her heirs, legal representatives, successors, and/or assigns) of the **THIRD PART**.

DEVOLUTION OF BACKGROUND OF THE TITLE OF THE PROPERTY

1. One Sarat Chandra Sanfui and his brother Nirmal Chandra Sanfui since the deceased were the joint and absolute recorded owners of **ALL THAT** piece and parcel of land measuring about 6 Cottahs 8 Chittaks more or less along with other lands lying and situated at R.S. Dag No. 417, appertaining to R.S. Khatian No.153/1, under Mouza-Madurdaha, Pargana-Khaspur, J. L. No.12, Touzi No. 2998, Revisional Settlement No.212, District 24 Parganas, in the State of West Bengal.

2. While said Nirmal Chandra Sanfui was enjoying his 50% share over the aforesaid property free from all sorts of encumbrance, died intestate on 17th August 1970 living behind his wife namely Urmila Sanfui, two sons namely Sasanka alias Haru Sanfui and Murari Sanfui and two daughters namely Swapna Sanfui and Hena Sanfui as his legal heirs and successors to inherit his share over the aforesaid property and after the demise of said Nirmal Chandra Sanfui his aforesaid legal heirs become the joint and absolute owners of the 50% share over the aforesaid property.

3. While said Sarat Chandra Sanfui, Urmila Sanfui, Sasanka alias Haru Sanfui, Murari Sanfui, Swapna Sanfui, and Hena Sanfui were jointly possessed and enjoyed the aforesaid property i.e., **ALL THAT** piece and parcel of land being Plot No. F/2, lying and situate at R.S. Dag No.417, appertaining to R.S. Khatian No.153/1, under Mouza- Madurdaha, Pargana-Khaspur, J. L. No.12, Touzi No. 2998, Revisional- Settlement No.212, District 24 Parganas, in the State of West Bengal, from their personal needs have decided to sell convey, and transfer the aforesaid plot no. F/2 to the intending purchasers and upon coming to know the same one Manik Ratan Dutta the erstwhile owner, has approached them for purchasing the **ALL THAT** piece and parcel of land being Plot No. F/2, lying and situated at R.S. Dag No.417, appertaining to R.S. Khatian No.153, under Mouza- Madurdaha, Pargana-Khaspur, J. L. No.12, Touzi No. 2998, Revisional- Settlement No.212, District 24 Parganas, in the State of West Bengal.

4. Upon being agreed on the proposal made by said Manik Ratan Dutta said Sarat Chandra Sanfui, Urmila Sanfui, Sasanka alias Haru Sanfui, Murari Sanfui, Swapna Sanfui and Hena Sanfui have sold conveyed and transferred their **ALL THAT** piece and parcel of land being Plot No.F-2, lying and situated at R.S. Dag No.417, appertaining to R.S. Khatian No.153, under Mouza-Madurdaha, Pargana-Khaspur, J. L. No.12, Touzi No. 2998, Revisional- Settlement No.212,

District 24 Parganas, in the State of West Bengal unto and in favour of said Manik Ratan Dutta by virtue of a deed of conveyance dated 3rd April 1979 duly registered at the office of District Registrar at Alipore and recorded in Book No.-I, Volume No. 50, pages from 276 to 284 being no. 1762 for the year 1979. Thus, by the deed of conveyance dated 3rd April 1979, Manik Ratan Dutta, became the absolute owner of the aforesaid property.

5. Said Manik Ratan Dutta while enjoying his aforementioned property free from all sorts of encumbrances from his personal needs has sold conveyed and transferred his **ALL THAT** piece and parcel of land measuring about 6 Cottahs 10 Chittaks 37 Sq. Ft. more or less (out of which land area is measuring about 4 Cotthas 6 Chittaks 42 Sq. Ft. and Road area of 2 Cottah 4 Chittaks 40 Sq. Ft.) being Plot No. F/2/9, (Part of entire Plot No. F/2) lying and situated at R.S. Dag No.417, appertaining to R.S. Khatian No.153/1, under Mouza- Madurdaha, Pargana-Khaspur, J.L. No.12, Touzi No. 2998, Revisional- Settlement No.212, under Additional District Sub-Registrar at Sealdah, District South 24 Parganas, in the State of West Bengal unto and in favour of the Kalipada Bhattacharjee by virtue of a deed of conveyance dated 12th August 1981 which was duly registered at the office of District Registrar at Alipore and recorded in Book No.-I, Volume No.-316, pages from 281 to 289 being no. 9698 for the year 1981.

6. Thus, by virtue of the deed of conveyance dated 12th August 1981, Kalipada Bhattacharjee became the absolute owner of the **ALL THAT** piece and parcel of land measuring about 6 Cottahs 10 Chittaks 37 Sq. Ft. more or less (out of which land area is measuring about 4 Cotthas 6 Chittaks 42 Sq. Ft. and Road area of 2 Cottah 4 Chittaks 40 Sq. Ft.) being Plot No. F/2/9, (Part of entire Plot No. F/2) lying and situated at R.S. Dag No.417, appertaining to R.S. Khatian No.153/1, under Mouza- Madurdaha, Pargana-Khaspur, J.L. No.12, Touzi No. 2998, Revisional-Settlement No.212, under Additional District Sub- Registrar at Sealdah, District South 24 Parganas, in the State of West Bengal and started enjoying the same without any obstruction in any manner whatsoever from any corner. After becoming the owner of the aforesaid property said Kalipada Bhattacharjee recorded his name with the Records of Kolkata Municipal Corporation when the property was assessed and numbered as 170 Hossenpur and assessee no. 311080401703 was issued in his favour.

7. Said Kalipada Bhattacharjee, while enjoying his aforementioned property free from all sorts of encumbrances, has physically measured the aforesaid property and found that the actual land area is 4 Cotthas 9 Chittaks and 42 Sq. Ft. and the road areas is 2 Cotthas 40 Sq. Ft.

8. While said Kalipada Bhattacharjee enjoying his aforementioned property free from all sorts of encumbrances has sold conveyed and transferred his **ALL THAT** piece and parcel of land measuring about 4 Cotthas 9 Chittaks 42 Sq. Ft. more or less being Plot No. F/2/9, along with 100 Square Feet of Tin Shaded Cemented Flooring Residential Structure, lying and situated at R.S.

Dag No. 417, appertaining to R.S. Khatian No.153/1, and under Mouza- Madurdaha, Pargana-Khaspur, J. L. No.12, Touzi No. 2998, Revisional- Settlement No.212, Being Municipal Premises No. 170, Hossenpur, (Assessee No.311080401703), Police Station-Tiljala, Kolkata-700107, with the limits of Ward No. 108 of Kolkata Municipal Corporation, under Additional District Sub-Registrar at Sealdah, District South 24 Parganas, in the State of West Bengal unto and in favour of the Susmita Mukherjee (represented by her constituted attorney Sri Salil Kumar Pandey vide General Power of Attorney dated 13th March 2006 registered at the office of Additional Registrar of Assurance -III recorded as being no. 1520 of 2006) the landowner herein by virtue of a deed of conveyance dated 21st April 2006 which was duly registered at the office of District Sub-Registrar III at Alipore and recorded in Book No.-I, Volume No.-18, pages from 673 to 692 being no. 7129 for the year 2006. Thus, by virtue of the deed of conveyance dated 21st April 2006, the landowner became the absolute owner of the **ALL THAT** piece and parcel of land measuring about 4 Cotthas 9 Chittaks 42 Sq. Ft. more or less being Plot No. F/2/9, along with 100 Square Feet of Tin Shaded Cemented Flooring Residential Structure, lying and situated at R.S. Dag No. 417, appertaining to R.S. Khatian No.153/1, and under Mouza- Madurdaha, Pargana- Khaspur, J. L. No.12, Touzi No. 2998, Revisional- Settlement No.212, Being Municipal Premises No. 170, Hossenpur, (Assessee No.311080401703), Police Station-Tiljala, Kolkata-700107, with the limits of Ward No. 108 of Kolkata Municipal Corporation, under Additional District Sub-Registrar at Sealdah, District South 24 Parganas, in the State of West Bengal and started enjoying the same without any obstruction in any manner whatsoever from any corner. After becoming the owner of the aforesaid property said Susmita Mukherjee recorded her name with the Records of Kolkata Municipal Corporation when the property was recorded as 170 Hossenpur and assessee no. 311080401703 was issued in her favour.

9. While said **Land Owner** is absolutely enjoying her **ALL THAT** piece and parcel of land measuring about 4 Cotthas 9 Chittaks 42 Sq. Ft. more or less being Plot No. F/2/9, along with 100 Square Feet of Tin Shaded Cemented Flooring Residential Structure, lying and situated at R.S. as well as L.R. Dag No. 417, appertaining to R.S. Khatian No.153/1, and L.R. Khatian No. 819 and 820 under Mouza- Madurdaha, Pargana-Khaspur, J. L. No.12, Touzi No. 2998, Revisional-Settlement No.212, Being Municipal Premises No. 170, Hossenpur, (Assessee No.311080401703) Police Station-Anandapur (Erstwhile Tiljala), Post Office- East Kolkata Township, Kolkata-700107, with the limits of Ward No. 108 of Kolkata Municipal Corporation, under Additional District Sub-Registrar at Sealdah, District South 24 Parganas, in the State of West Bengal free from all sorts and encumbrances whatsoever and how so ever in nature, having the good marketable title in respect of the said premises which is more fully described in the First Schedule hereunder written being desired to construct a Multi-Storied to permissible law of the Kolkata Municipal Corporation, together with modern taste, design, and architecture in accordance with the sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation.

10. The Landowner and the developer thereafter on 23rd October 2024 entered into a Development Agreement which was duly registered at the office of District Sub Registrar- IV at Alipore, recorded in Book No. I, Volume No. 1604-2024, pages from 333049 to 333087 **being no 1238 for the year 2024**. After execution of the development agreement, a development power of attorney was also executed in favour of the developer herein which was duly registered at the office of District Sub Registrar-IV at Alipore, recorded in Book No. I, Volume No. 1604-2024, pages from 333032 to 333048 **being no 1238 for the year 2024**.

11. The Developer applied to obtain a sanctioned plan for the construction of the multi-storied building over the said premises. Subsequently, the developer obtained the sanctioned building plan from Kolkata Municipal Corporation, being plan Number **2025120091** dated 3rd June 2025 for the construction of the Building.

12. After sanction of the building pan, the land owner and developer herein executed a supplementary agreement to divide their share based on their allocation which was duly registered at the office of District Sub Registrar IV at Alipore and recorded in Book No. I Volume No. 1604 of 2025, pages from 78012 to 78048 being no. 02646 for the year 2025. Subsequently, in respect of the amalgamated property, the landowner executed a Power of Attorney in favor of M/s True North Homes represented by one its partners namely Ranjit Roy and Ramyajit Roy to deal with the project which was duly registered on 10th March 2025 duly recorded in Book No.-I, Volume No. 1604 of 2025, pages from 78049 to 78066 being no. 02647 for the year 2025.

13. The Said Premises have been categorized as Bastu Land intended for the construction of a residential project comprising several flats/units, and car parking areas intended for commercial exploitation and shall be known as **“ROSENDALE”**.

14. The Developer has duly applied for and got the said above project **“ROSENDALE”** duly registered under the provisions of the said Act with the Real Estate Regulatory authority dated:

.....

15. The Purchasers herein now being interested and approached the Developer in acquiring and/or owning **ALL THAT** piece and parcel of Residential Space being No....., having a **Built Up Area** of **Sq. Ft.** which includes a **Carpet Area** of..... **Sq. Ft** more or less, (Maintainance Chargeable Area of **Sq. Ft.** (.....which consisting of 3 (Three) Bed Rooms, 1 (One) Living/Dining, 1 (One) Kitchen, 2 (Two) Toilet, 1 (One) Balcony, situated on the..... **Floor** of the under-constructed building along with Permission to park One Road-Worthy Passenger Car in an independent Covered Car Parking Space, at the project namely **“ROSENDALE”** together with

an undivided proportionate share of rights, titles, and interests over the land, common areas, parts, portions, facilities, amenities, and installations as are available in the said Premises, lying and situated at Municipal Premises No. 170, Hossenpur, (Assessee No.311080401703) Police Station- Anandapur (Erstwhile Tiljala), Post Office- East Kolkata Township, Kolkata-700107, with the limits of Ward No. 108 of Kolkata Municipal Corporation, under Additional District Sub-Registrar at Sealdah, District South 24 Parganas, in the State of West Bengal morefully described in the second schedule hereunder written from the **DEVELOPER ALLOCATION** at the total agreed lawful consideration of Rs...,00,000/- after taken inspection of a copy of the original conveyance in respect of the said premises and have also taken inspection of the abstract of Title Deeds relating to the said premises and have made themselves fully conversant with the contents of the said conveyance and abstract of title deed as well as the sanctioned building plan and have fully satisfied themselves as to the title of the Owner regarding the said land at the said premises.

The **PARTIES** have agreed that the following terms and expressions shall in these presents have the respective meanings assigned to them herein-below, unless the same be contrary or repugnant to the subject or context:

NOW THIS INDENTURE WITNESSETH as follows:

A. In the premises aforesaid and in consideration of Rs..... paid to the developer/confirming party (receipt of which the developer/confirming party doth hereby acknowledges) the OWNER/VENDOR hereby sell, convey, assign and assure unto the purchasers **ALL THAT** piece and parcel of Residential Space being No., having a **Built Up Area** of **Sq. Ft.** which includes a **Carpet Area** of..... **Sq. Ft** more or less, (Maintainance Chargeable Area of Sq. Ft. (.....which consisting of 3 (Three) Bed Rooms, 1 (One) Living/Dining, 1 (One) Kitchen, 2 (Two) Toilet, 1 (One) Balcony, situated on the..... **Floor** of the under-constructed building along with Permission to park One Road-Worthy Passenger Car in an independent Covered Car Parking Space, at the project namely “**ROSENDALE**” together with an undivided proportionate share of rights, titles, and interests over the land, common areas, parts, portions, facilities, amenities, and installations as are available in the said Premises, lying and situated at Municipal Premises No. 170, Hossenpur, (Assessee No.311080401703) Police Station- Anandapur (Erstwhile Tiljala), Post Office- East Kolkata Township, Kolkata-700107, with the limits of Ward No. 108 of Kolkata Municipal Corporation, under Additional District Sub- Registrar at Sealdah, District South 24 Parganas, in the State of West Bengal hereunder written including the right to the use and enjoyment of the same in common with the other owners and occupiers of the time being of all other portions of the said premises subject however to the like share in all the liabilities relating to the said building including municipal rates and taxes (both shares), levies, costs of repairs and maintenance of the said building, cost of lighting of the common areas and other lawful costs of

preservation, protection and maintenance of the said buildings which are set out in the Fourth Schedule hereunder written **TOGETHER WITH** all sorts of easements and appurtenant thereto for beneficial enjoyment of the said flat including car parking and easements of air, water light, free ingress to and egress from the said flat and the common area, or howsoever otherwise the same is described or distinguished **TO HAVE AND TO HOLD** the same absolutely and forever subject to the terms and conditions and/or liabilities as hereinbefore mentioned as well as mentioned in the Fifth Schedule hereunder written.

B. THE LAND OWNER/VENDOR HEREBY COVENANT WITH THE PURCHASERS as follows:

- a. Notwithstanding any act deed or matter or thing by the vendor done executed or knowingly suffered to the contrary, the vendor has good right, title and interest, full power and absolute authority to sell, transfer, convey, assign and assure the said Flat to the purchasers in manner hereinbefore stated.
- b. The vendor as well as the developer has handed over the possession of the said Flat to the purchasers in fully vacant condition and the purchasers shall enjoy the said Flat without any hindrance from the vendor or any person claiming through the vendor or in trust for the vendor.
- c. The said Flat is free from all sorts of encumbrances, attachments, liens, lispendens, mortgages.
- d. That all rates, taxes and other outgoings due and payable if any till date of this Deed in respect of the Flat herein conveyed have been fully paid, discharged and satisfied.

C. THE PURCHASERS HEREBY COVENANTS WITH THE DEVELOPER/CONFIRMING PARTY as follows:

- a) The Purchasers shall co-operate with the Developer/Confirming Party in the management and maintenance of the common portions, of the building and the formation of the Co-owners Association.
- b) Not to obstruct the further construction and completion of the building in any manner whatsoever notwithstanding any temporary inconvenience to the purchasers' use and enjoyment of the Flat.
- c) The Purchasers shall pay apart from the aforesaid consideration money one non-refundable sum to the Developer as Proportionate security deposit/expenses for the electricity connection of the building, and Security deposit payable to WBSEDCL for the electric meter of the said Flat.

- d) The Purchasers shall apart from all other deposit amount whatsoever stated anywhere in this Agreement, the Purchasers shall also pay a sum of Rs.only (hereinafter called the "Sinking Deposit") and out of the said sinking deposit, the amount to be incurred for the common purposes by the developer shall be deducted and balance of the sinking deposit remains if any, shall be transferred to Association after formation as Corpus Deposit.
- e) To allow the Developer/Confirming Party and its workmen to enter into the Flat to carry out the works required for the common purpose of giving prior notice to the Purchasers.
- f) To pay a proportionate share of the common expenses regularly and punctually and also outgoings and the rates and taxes for and/or respect of the land and the buildings proportionately and for the flat wholly.
- g) To bear/pay the proportionate shares of the costs of formation and expenses of the Association.
- h) To sign all papers, applications and/or declarations or writing as may be necessary for the purpose of formation and/or registration of the Association.

THE FIRST SCHEDULE

THE FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE LAND

ALL THAT piece and parcel of Bastu land measuring about 4 Cottahs, 09 Chittaks 42 Sq. Ft. more or less being Plot No. F/2/9, along with 100 Square Feet of Tin Shaded Cemented Flooring Residential Structure, lying and situated at in R.S. as well as L.R. Dag No. 417, appertaining to R.S. Khatian No.153/1, and L.R. Khatian No. 819 and 820 under Mouza- Madurdaha, Pargana- Khaspur, J. L. No.12, Touzi No. 2998, Revisional- Settlement No.212, Being Municipal Premises No. 170, Hossenpur, (Assessee No.311080401703) Police Station-Anandapur (Erstwhile Tiljala), Post Office- East Kolkata Township, Kolkata- 700107, with the limits of Ward No. 108 of Kolkata Municipal Corporation, under Additional District Sub-Registrar at Sealdah, District South 24 Parganas, in the State of West Bengal, and butted and bounded by :-

ON THE NORTH : Premises No.: 208 Madurdaha (G+4 building)

ON THE SOUTH : By 20ft Municipal Road

ON THE EAST : Premises No.: 207 Madurdaha (G+3 Building)

ON THE WEST : By 30 ft Municipal Road

THE SECOND SCHEDULE HEREUNDER WRITTEN

(Description of the Flat & Car Parking)

ALL THAT piece and parcel of Residential Space being No....., having a **Built Up Area** of **Sq. Ft.** which includes a **Carpet Area** of**Sq. Ft** more or less, (Maintainance Chargeable Area of Sq. Ft. (..... which consisting of 3 (Three) Bed Rooms, 1 (One) Living/Dining, 1 (One) Kitchen, 2 (Two) Toilet, 1 (One) Balcony, situated on the..... **Floor** of the under-constructed building along with Permission to park One Road-Worthy Passenger Car in an independent Covered Car Parking Space, at the project namely “**ROSENDALE**” together with an undivided proportionate share of rights, titles, and interests over the land, common areas, parts, portions, facilities, amenities, and installations as are available in the said Premises, lying and situated at Municipal Premises No. 170, Hossepur, (Assessee No.311080401703) Police Station- Anandapur (Erstwhile Tiljala), Post Office- East Kolkata Township, Kolkata-700107, with the limits of Ward No. 108 of Kolkata Municipal Corporation, under Additional District Sub- Registrar at Sealdah, District South 24 Parganas, in the State of West Bengal, having **LIFT PROVISION** which is duly demarcated with the red border in the plan annexed herewith.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Area)

1. Boundary Walls, Main Entrance and Gate, Common Passage, Corridor, Pathways, Landings on all floors, Outer walls, Septic Tank.
2. Drainage, Sewerage connections, evacuation pipes connection/ pipes from the building to Municipal Duct etc. rain water pipes.
3. Main Water pipes, Overhead and Underground Water reservoir, surrounding drains of the Building.
4. Open spaces surrounding the building, roof, staircase, landings,
5. Lift, lift well, lift machine & lift machine room.
6. All other fixtures, fitting, portions, areas, and part utilities are to be enjoyed and used in common by all the owners and occupiers of the buildings.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common expenses)

1. Maintaining, Repairing, Rebuilding, Replacement of any portion of Building/s or other common portions, Lift, Pump, Electricity, Main Gate, passage, Staircase, Landing, and Lobbies.
2. Decorating, Painting, White Washing of the exterior part of the Building and Main Entrance, etc.
3. Cleaning and lighting of common portions including Drain, Water Tank, Water connections, plumbing connection, and septic Tank.
4. Municipal Rates and Taxes, impositions, levies, Ground Rent, electric charges, maintenance of motor pump.
5. Such other expenses as may be necessary or incidental to the above expenses for the purposes of common enjoyment.
6. Caretaker, security guard, and sweeper salaries.

THE FIFTH SCHEDULE ABOVE REFERRED TO

1. The allottees/purchasers confirm to have inspected the building Plan as sanctioned by Rajpur Sonarpur Municipality for construction of the building at Municipal Holding No. 113, Paschim Mahamayapur, Post Office- Garia, Police Station-Narendrapur (formerly Sonarpur), Kolkata-700084.
2. The purchasers have satisfied themselves in regard to the carpet area and the super build up area of the flat.
3. The purchasers have satisfied themselves as to the specifications of the building and amenities and facilities available to them over the premises. The purchasers satisfied themselves with regard to the Vendor' title to the said premises.
4. The Purchasers have satisfied themselves with the scheme for sale of the different portions of the building Municipal Holding No. 113, Paschim Mahamayapur, Post Office- Garia, Police Station-Narendrapur (formerly Sonarpur), Kolkata-700084 and also with the nature, scope and extent of the benefits or interest in the common area and facilities and with the full purport and implications of the conditions and agreements contained in the Schedule.
4. The common areas and facilities mentioned in the Third Schedule hereto shall at all times be held and enjoyed joint by the owners and/or occupiers of the different portions of the said premises

in so far as the same be necessary for proper use and enjoyment of the portion of the premises allotted or purchased by them and shall be used and enjoyed by them in common amongst themselves and no owner or occupier of any portion of the said premises shall be entitled to make a portion or division thereof or claim to have any exclusive right to any portion thereof.

5. Each owner and occupier of different portions of the said premises shall use the said common areas and facilities for the purpose for which they are intended without hindrance or encroaching upon the lawful rights of the owners and occupiers of other portions thereof.

6. The common area and facilities shall remain undivided and no owner of any portion of the building/s shall be entitled to make partition or division thereof.

7. No owner of any portion of the said premises shall do any act that may be prejudicial to the soundness or safety of the building/s or may in any way impair any easement or make any material change in the portion of the building so purchased by them.

8. The purchasers shall have no right of ownership of any nature or kind whatsoever in respect of any of the terrace/roofs and open spaces, stairs and common space of the said building which will be used for the common purpose of the co-owners.

9. The purchasers shall not throw or accumulate or cause to be thrown or accumulated any direct rubbish or other refuse in the common and/or any portion of the building.

10. The rights of the allottees/purchasers of the said Flat along with the percentage of interest in the common areas and facilities and in the liabilities shall be transferable as any other immovable property.

MEMO OF CONSIDERATION

Received sum of.....from the purchasers to sell convey and transfer the entire second schedule mentioned property.

DATE	RTGS/BANK TRANSFER	BANK	Amount
TOTAL: Rs...../- (Rupees Only)			

WITNESSES:

1.

2.

SIGNATURE OF DEVELOPER/CONFIRMING PARTY

IN WITNESS WHEREOF THE PARTIES HERETO PUT THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.

SIGNATURE OF VENDORS THROUGH ITS CONSTITUTED ATTORNEY **SIGNED, SEALED & DELIVERED** by
within named Vendor/owner,
Developer/Confirming Party and
Purchasers in the presence of Witnesses
at Kolkata.

1.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

**DRAFTED BY ME AS PER
INSTRUCTION AND DOCUMENTS
PROVIDED BY THE CLIENT**

Rajib Ghosh
Advocate
Rco Legal Advocate & Solicitors
High Court Calcutta, 6, Old Post Office
Street, Basement Room No.1, Kolkata-
700001.