

DRAFT**DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE is made on this the Day of Two Thousand
and Twenty _____ (202____).

BETWEEN

PANNALAL LUNIA @ LOONIA (HUF) bearing PAN AACHP6230P), represented by it's KARTA **SRI SURENDRA KUMAR LOONIA** alias **LUNIA**, (PAN AAHPL0327N and AADHAAR No. 3545 6292 4812), Son of Late Jaskaran Lunia, by faith - Hindu, by nationality - Indian Citizen, by occupation - Business, having it's Office and his residence at 19, Guha Park, Post Office and Police Station – Liluah, District - Howrah, PIN - 711204, West Bengal, hereinafter called the "**OWNER**" (Which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**. The Owner duly represented by **M/S EVERGREEN HOMES** (PAN AAKFE5838J), a Partnership Firm, having it's Office at 20, Guha Park, P.O. and Police Station - Liluah, District - Howrah, PIN - 711204, represented by its Partners (1) **SRI SATYA PRAKASH SHAW** (PAN AWEPS6273P and AADHAAR No. 2788 4735 8684), Son of Late Mithailal Shaw, by faith Hindu, by Nationality Indian Citizen, by occupation Business, residing at 70/A/2, Ashutosh Mukherjee Lane, P.O. Salkia, Police Station - Golabari, District - Howrah, PIN – 711106 and (2) **SRI BHIKHARI ROY** (PAN AHMPR5918B and AADHAAR No. 8675 9405 2991), Son of Bhato Roy, by faith- Hindu, by nationality - Indian Citizen, by occupation – Business, residing at 20, Guha Park, P.O. and Police Station - Liluah, District Howrah, PIN – 711204 by virtue of Development Agreement & Development Power of Attorney Registered on 25/08/2023 in the office of ADSR Howrah and Registered in Book – I, Volume Number 0502-2023, Page from 260360 to 260403, Being No. 050208894 for the year 2023 and Book – I, Volume Number 0502-2023, Page from 260316 to 260359, Being No. 050208893 for the year 2023 and Book – I, Volume Number 0502-2023, Page from 260404 to 260421, Being No. 050208903 for the year 2023 and Book – I, Volume Number 0502-2023, Page

EVERGREEN HOMES

Bhikhar Roy
Partner



from 260422 to 260440, Being No. 050208904 for the year 2023.

AND

M/S EVERGREEN HOMES (PAN AAKFE5838J), a Partnership Firm, having its Office at 20, Guha Park, P.O. and Police Station - Liluah, District - Howrah, PIN - 711204, represented by its Partners (1) **SRI SATYA PRAKASH SHAW** (PAN AWEPS6273P and AADHAAR No. 2788 4735 8684), Son of Late Mithailal Shaw, by faith Hindu, by Nationality Indian Citizen, by occupation Business, residing at 70/A/2, Ashutosh Mukherjee Lane, P.O. Salkia, Police Station - Golabari, District - Howrah, PIN – 711106 and (2) **SRI BHIKHARI ROY** (PAN AHMPR5918B and AADHAAR No. 8675 9405 2991), Son of Bhatoi Roy, by faith- Hindu, by nationality - Indian Citizen, by occupation – Business, residing at 20, Guha Park, P.O. and Police Station - Liluah, District Howrah, PIN – 711204, hereinafter called the "**PROMOTER**" (which expression shall unless executed by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

AND

[if the Allottee is a company]

_____(CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at____
_____(PAN No._____) represented by its authorized signatory, (Aadhaar No.____
_____) duly authorized vide board resolution dated_____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[OR]

[if the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at____PAN No.____, represented by its authorized partner _____(Aadhaar No.____) duly authorized vide_____hereinafter referred to as the

“Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[if the Allottee is an Individual]

Mr./Ms. _____ (Aadhaar No. _____) son/ daughter of _____
aged about _____ residing at _____ (PAN No. _____)
hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[if the Allottee is a HUF]

Mr. _____ (Aadhaar No. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____ (PAN No. _____) hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **THIRD PART**.

WHEREAS :

1. PANNALAL LUNIA @ LOONIA (HUF) bearing PAN AACHP6230P), represented by it's KARTA SRI SURENDRA KUMAR LOONIA alias LUNIA, the Owner is the absolute and lawful owner of All That Land measuring about 44 (Forty Four) Cottaha, 02(Two) Chittacks, 15(Fifteen) sq.ft. Little more or less at Mouza- Liluah, J.L.No. 12, R.S./L.R.Dag No. 1791,1792,1793, L.R.Khatian No. 6030, under local limit of ADSR Howrah, Ward No. 32 of Bally Municipality, Municipal holding No. 19, Guha Park, P.O & P.S- Liluah, Howrah-711204 more fully and particularly described hereunder in **FIRST SCHEDULE**.

AND WHEREAS:

1. One Pannalal Loonia @ Lunia, Son of Late Dhanraj Lunia, since deceased, used to be the 'KARTA' of Hindu Undivided Family under the name and style of PANNALAL LOONIA (HUF), consisting of himself and his four sons namely (A) JASKARAN LUNIA, (B) CHANDAN MAL LUNIA, (C) NARENDRA LUNIA and (D) KANHAIYA LAL LUNIA, having its/his Office at 8, Guha Park, P.O. and Police Station Liluah, District -Howrah, PIN 711204;
2. And said PANNALAL LOONIA @ LUNIA as 'KARTA' of aforesaid HUF, purchased the Property at the then Holding No. 8, Guha Park, P.O. and Police Station - Liluah, District Howrah, PIN 711204 (since mutated and re-numbered as New Holding No. 19, Guha Park, P.O. and Police Station - Liluah, District -Howrah, PIN 711204), by virtue of a Regd. Deed of Conveyance/Sale dated 08.06.1931, registered in the Office of the Sadar Joint Sub-Registrar at Howrah and recorded therein as Book No. 1, Volume No. 14, Pages from 235 to 239, Being No. 1041, for the year 1931, in the name of his Eldest Son - JASKARAN LUNIA executed by the then Owners/ Vendors namely Dharam Chand Surana and Nimchand Surana jointly and also got delivery of physical possession thereof;
3. And although the aforesaid Property was purchased in the name of his eldest son Jaskaran Lunia by his father Late Pannalal Loonia @ Lunia as 'KARTA' of above HUF but entire Consideration Money paid to the said Vendors under the said Deed of Sale dated 08.06.1931, Being No. 1041/1931, was made by said Pannalal Loonia @ Lunia himself out of his self contribution only and as such Said Property had all the times considered as JOINT FAMILY PROPERTY of the aforesaid HUF to all intents and purposes.
4. And after the death of said Pannalal Loonia @ Lunia, his eldest son Jaskaran Lunia became the 'KARTA' of aforesaid HUF and used to look after and maintain the above Family Property on behalf of other members belonging to the said Lunia Family.
5. And in course of time, said Jaskaran Lunia died on 12.09.2000 and after his death, Mr.

Kanhaiya Lal Lunia (Son of Late Pannalal Loonia @ Lunia) being the next eldest member of said Lunia Family, became the 'KARTA' of above HUF and continued to run and maintain the above Family Property by himself on behalf of the other members belonging to his said Family.

6. And due to disputes and differences of opinion amongst the Family Members of above HUF, one Civil Suit being Title Suit No. 159 of 2001 was filed by the then 'KARTA' namely Kanhaiya Lal Lunia (Son of Late Pannalal Loonia @ Lunia) on behalf of PANNALAL LUNIA (HUF) against other Family Members of his above Family in the Court of Ld. 6th Civil Judge (Jr. Divn.) at Howrah and said Suit was ultimately Decreed on Compromise in terms of a 'Solenama' Petition filed on behalf of both Parties to that Suit vide Order No. 11, dated 17.09.2002, passed by the said Court of Law.
7. And in terms of above Compromise Decree dated 17.09.2002, passed in Title Suit No. 159 of 2001, the above Property at 8, Guha Park now re-numbered and known as 19, Guha Park, P.O. & Police Station - Liluah, District Howrah, was declared and be treated as JOINT FAMILY PROPERTY namely PANNALAL LUNIA (HUF) of which Kanhaiyalal Lunia was the then 'KARTA' of said HUF and all Defendants of above Suit were/are to be treated as Co- sharers or Co-percensors of above Property having equal right, title, interest & possession therein.
8. And on the basis of above Compromise Decree dated 17.09.2002, above Property has already been mutated in the name of PANNALAL LOONIA (HUF) both in the Record of Right as also in the Assessment Register of Howrah Municipal Corporation which since been assigned and re-constituted under the jurisdiction of Bally Municipality, Howrah;
9. And in course of time, said Kanhaiyalal Lunia died on 29.09.2011 and after his death, Surendra Kumar Loonia @ Lunia (Son of Late Jaskaran Lunia) as next Eldest Member of said Lunia Family, became the 'KARTA' of above HUF and has been maintaining the above Property on behalf of other Family Members at present who also mutated his name as 'KARTA' in the relevant Record of Right and has been allotted L.R. Khatian No. 6030, L.R. Dag No. 1791,1792,1793 within Mouza and Police Station - Liluah, J.L. No. 12, under local limit of ADSR Howrah, Ward No. 32 of Bally Municipality,

Municipal holding No. 19, Guha Park, District - Howrah, PIN - 711204;

- 10.** And for the purpose of better use and utilization of the LAND underneath the 'Said Property' as described in the Schedule 'A' herein below, First Party hereto as absolute owner of the same, entered into a Registered Development Agreement with a reputed Developer's Firm namely "EVERGREEN HOMES" of 20, Guha Park, P.O. and Police Station - Liluah, District - Howrah on 25.08.2023, registered in the Office of the Additional District Sub-Registrar at Howrah and recorded therein Book No. I, Volume No. 0502-2023, Pages from 260360 to 260403, being No. 050208894, for the year 2023 for construction of Multi-storied Building upon the Land of the Said Property on Joint Venture Basis subject to the terms and conditions embodied therein and in order to effectuate the above Development Agreement dated 25.08.2023, said OWNER PANNALAL LUNIA (HUF) delegated powers and authorities unto and in favour of the above named Developer by dint of a Regd. Power of Attorney dated 25.08.2023 vide Deed No. 050208903/2023 conferring upon them the necessary powers as embodied therein followed by another Regd. Development Agreement also dated 25.08.2023, registered in the Office of the Additional District Sub- Registrar at Howrah, vide Book No. I, Volume No. 0502-2023, Pages from 260316 to 260359, being No. 050208893, for the year 2023, in respect of 6 (Six) Cottahs 10 (Ten) Chittacks 0 (Zero) Sq.ft. of Property within the self same holding being No. 19, Guha Park, P.O. and Police Station - Liluah, Ward No. 32 under Bally Municipality, District Howrah, PIN 711204, as usually corroborated by Regd. Power of Attorney dated 25.08.2023, vide Deed No. 050208904, for the year 2023;
- 11.** And said Developer subsequently on the strength of above Regd. Development Agreement and Regd. Power of Attorney both dated 25.08.2023, prepared and submitted Building Plan before the Bally Municipality, Howrah and got the same sanctioned after due inspection, enquiry and hearing vide Building Plan Permit No. SWS-OBPAS/1903/2024/0346, dated 12.03.2025 for construction of Multi-storied Building upon the Land of the Said Property described in the Schedule 'A' herein below;
- 12.** And in terms of above Sanctioned Building Plan, the above Developer started raising

construction of Multi-storied Building thereat by demarcation of entire Land into different Blocks upon the said piece and parcel of land measuring about 44 (Forty Four) Cottaha, 02(Two) Chittacks, 15(Fifteen) sq.ft. Little more or less little more or less, more fully and particularly described in **FIRST SCHEDULE HEREUNDER**.

13. And as per the allocation and/or allotment of Development Agreement dated 25.08.2023, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the entire area of developers allocation includes the unit/units described in **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.

14. And the Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential **Flat, being** Flat No., on the **Floor (Flooring-_____)**, _____ facing in Block No. _____ of the Ground plus storied Building, measuring an area of **Square Feet carpet area WITH covered car parking** vide No. _____ on the Ground Floor, Block No. _____ at parking zone of the building named "**LUNIA SKYLINE**" in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Liluah, J.L.No. 12, R.S./L.R.Dag No. 1791,1792,1793, L.R.Khatian No. 6030, under local limit of ADSR Howrah, Ward No. 32 of Bally Municipality, Municipal holding No. 19, Guha Park, P.O & P.S- Liluah, Howrah-711204, West Bengal hereinafter called and referred to as the "**SAID FLAT**" more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....) only** finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.

15. By an Agreement for Sale dated the Owner/Vendor herein and the Developer herein have agreed to sell, transfer and convey **Flat, being** Flat No.,

on the **Floor (Flooring-_____)**, _____ facing in Block No. _____ of the Ground plus storied Building, measuring an area of **Square Feet carpet area WITH covered car parking** vide No. _____ on the Ground Floor, Block No. _____ at parking zone of the building named **“LUNIA SKYLINE”** in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Liluah, J.L.No. 12, R.S./L.R.Dag No. 1791,1792,1793, L.R.Khatian No. 6030, under local limit of ADSR Howrah, Ward No. 32 of Bally Municipality, Municipal holding No. 19, Guha Park, P.O & P.S- Liluah, Howrah-711204, West Bengal more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate importable share and interest in the land which is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....) only** and the same was duly confirmed by the said Developer herein.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In Pursuance to the Agreement for Sale dated and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....) only** as the total Consideration paid by the **PURCHASER** to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the **PURCHASER**) paid on or before the execution of these presents, the Owner /Vendor and the Developer herein doth hereby sell, transfer and convey unto and in favour of the **PURCHASER** herein **Flat, being** Flat No., on the **Floor (Flooring-_____)**, _____ facing in Block No. _____ of the Ground plus storied Building, measuring an area of **Square Feet carpet area WITH covered car parking** vide No. _____ on the Ground Floor, Block No. _____ at parking zone of the building named **“LUNIA SKYLINE”** in complete and habitable condition in all manner whatsoever lying and situated at Mouza- Liluah, J.L.No. 12, R.S./L.R.Dag No. 1791,1792,1793, L.R.Khatian

No. 6030, under local limit of ADSR Howrah, Ward No. 32 of Bally Municipality, Municipal holding No. 19, Guha Park, P.O & P.S- Liluah, Howrah-711204, West Bengal more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners/Vendors to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owner /Vendor herein and Developer doth hereby covenants with the PURCHASER that:-

1. The Owner /Vendor and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
2. The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner /Vendor and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for

them or any of them.

- 3.** The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner/Vendor and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/Vendor and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
- 4.** The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
- 5.** The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
- 6.** The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
- 7.** The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
- 8.** The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner /Vendor or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
- 9.** The PURCHASER undivided proportionate interest in land is importable in

perpetuity.

10. The Owner/Vendor, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owner /Vendor or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.

11. The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

NOTE:

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE SAID PREMISES)

All That Land measuring about 44 (Forty Four) Cottaha, 02(Two) Chittacks, 15(Fifteen) sq.ft. Little more or less with G+V storied building (Block-1, 2 & 3) at Mouza- Liluah, J.L.No. 12, R.S./L.R.Dag No. 1791,1792,1793, L.R.Khatian No. 6030, under local limit of ADSR Howrah, Ward No. 32 of Bally Municipality, Municipal holding No. 19, Guha Park, P.O & P.S- Liluah, Howrah-711204, West Bengal and the same “**LUNIA SKYLINE**” is Butted and Bounded as follows:

BY NORTH : Municipal Drain;

BY SOUTH : Guha Park Road;
BY EAST : Part of Holding No. 19 & 20 of Pannalal Baishak Lane;
BY WEST : Part of Holding No. 20,21 & 22 Guha Park;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Flat)

ALL THAT one residential **Flat, being** Flat No., on the **Floor (Flooring-**
_____), facing in Block-_____ of the Ground plus storied Building namely
LUNIA SKYLINE” measuring an area of **Square Feet carpet area** consisting of
..... (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet
and (.....) Balcony AND one covered car parking vide No._____ on Ground floor of
Block-_____ in Car Parking Zone together with common areas, benefits, facilities,
amenities and others thereof together with undivided proportionate share of land at
Mouza- Liluah, J.L.No. 12, R.S./L.R.Dag No. 1791,1792,1793, L.R.Khatian No. 6030, under
local limit of ADSR Howrah, Ward No. 32 of Bally Municipality, Municipal holding No. 19,
Guha Park, P.O & P.S- Liluah, Howrah-711204, West Bengal.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Common Parts and Facilities)

1. Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white washing (Once within two

year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.

1. The salaries of all the persons employed for the said purpose.
2. All charges and deposit for suppliers of common facilities and utilities.
3. Municipality taxes, multi-storied building taxes, other outgoing taxes those separately assessed on the respective Flat/unit.
4. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
5. All litigation's expenses for protecting the title of the said land and building.
6. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
9. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
10. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ ₹ _____ and _____ paise per sq. ft. as per occupied area monthly within 10th of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.
11. Electrical expenses relating to operating water pump.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON RESTRICTIONS FOR OCCUPIERS)

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or

activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws bye laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of

the building to use permanent nature of parking any of the vehicles.

- No roof garden is allowed.

IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by
the **OWNER/VENDOR** at Howrah in
the presence of :

1.

2.

SIGNATURE OF THE OWNER/VENDOR

SIGNED SEALED AND DELIVERED by
the **DEVELOPER** at Howrah in
the presence of:

1.

2.

SIGNATURE OF THE DEVELOPER

SIGNED SEALED AND DELIVERED by
the **PURCHASER** at Howrah in the presence of:

1.

SIGNATURE OF THE PURCHASER

DRAFTED BY:

Advocate

M.No. _____

RECEIVED from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/- (Rupees.....) only** by way of total consideration money as per Memo below :-

MEMO OF CONSIDERATION

Cheque No.	Date	Bank & Branch Name	Amount
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Total Rs.00,00,000/-

(Rupees) only

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE DEVELOPER

Identified by:

Name: _____

Son of _____,

by Faith-_____, Occupation: _____,

Residing at – _____, P.O. _____,

P.S. _____, Kolkata-_, District: _____.