

DEED OF CONVEYANCE

POLICE STATION : NISCHINDA

DISTRICT : HOWRAH

VALUED AT Rs.....

THIS DEED OF CONVEYANCE is made on this Day of APRIL, 2023.

BY & BETWEEN

DR. MAUSAM GHOSH (PAN-AKEPG3864E, AADHAAR NO 3893 5474 8254), son of Sri Dibakar Ghosh, by faith Hindu, by Nationality Indian, by occupation Service, residing at 118 No. NetajiSubhas Road, North Ghoshpara, P.S. Bally, Howrah, Pin Code No. 711227, hereinafter jointly referred to and called the **“OWNERS”** (which term of expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, authorized representatives, nominees and assigns) of the **FIRST PART**. Represented by their Constituted Legal Attorneys **(1) SRI DEBASISH CHATTERJEE (PAN – ACKPC0262A)** son of late Bisweswar Chatterjee, **(2) ABHISHEK CHATTERJEE (PAN – APYPC0946C)** son of Sri Dhiman Chatterjee and **(3) MISS. DYUTI CHATTERJEE (PAN – BOXPC9118P)** daughter of Sri Debasish Chatterjee, all by faith Hindu, all by occupation - Business , all residing at 22, Netaji Subhas Road, Bally Ghoshpara, P.O.- Ghoshpara, P.S.- Nischinda, District Howrah 711227.

AND

(1) **(PAN-....., AADHAAR NO.....)**,
(2).....(PAN-....., AADHAAR NO.), , both residing at, hereinafter called and referred to as the **“PURCHASER”** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives, administrators and assigns) of the **SECOND PART**.

AND

TIRUPATI CONSTRUCTION, (PAN – AAMFT8486B) A Partnership Firm having its registered office at **“SRISHTI”** Apartment, Netaji Subhas Road, Bally Ghoshpara, P.O.- Ghoshpara, P.S.- Nischinda, District Howrah Pin- 711227 represented by its Partners **(1) SRI DEBASISH CHATTERJEE (PAN – ACKPC0262A)** son of late Bisweswar Chatterjee, **(2) ABHISHEK CHATTERJEE (PAN – APYPC0946C)** son of Sri Dhiman Chatterjee and **(3) MISS. DYUTI CHATTERJEE (PAN – BOXPC9118P)** daughter of Sri Debasish Chatterjee, all by faith Hindu by occupation Business all residing at 22, Netaji Subhas Road, Bally

Ghoshpara, P.O.- Ghoshpara, P.S.- Nischinda, District Howrah 711227. Hereinafter jointly referred to as the “**DEVELOPER/CONFIRMING PARTY**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its succession-in-office, heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS A complete self contained Residential Flat made with Vitrified Floor, on Floor bearing No. “....” situated at side , little more or less super built up area, aggregating square feet (including 20% of Super Built Up Area) Super Built Up Area , comprising of bed rooms, bath rooms, kitchen, balcony together with all rights of use of common areas of building and undivided impartible proportionate part and share of the land Lying in comprised within Mouja - Bally, J.L NO. - 14, at North Ghoshpara, within KhalorParagana, Revenue Survey No. 1767, Touzi No. 3989, appertaining to R.S Dag Nos. 7095, 7088 under R.S Khatian No. 7136, 8917, Police Station - Bally, District - Howrah, within the limit of Bally Gram Panchayat and also within the jurisdiction of the District and Additional District Sub-Registrar, Howrah, which is demarcated by **RED** bordered in the attached plan. With all the transferable right, like interest and ownership, Easements and other rights in the said property is the subject matter of the **DEED OF CONVEYANCE**. More fully and more particularly described in the Schedule hereunder written.

AND WHEREAS in this Deed unless the context clearly indicates a contrary intention, a word or an expression which denotes any one gender shall include the other genders and singular shall include the plural (and vice-versa).

AND WHEREAS Dr.Mausam Ghosh is the sole owner and occupier, now inhabited and possessed of and/or otherwise well and sufficiently entitled to all that the piece and parcel of BASTU land containing an area measuring about 03 Cottahs 15 chittaks 20 sqft (2855 sq ft.), be the same a little more or less together with a two storied house standing thereon measuring about 1430 Sqft. comprised within Mouja - Bally, JL NO. - 14, at North Ghoshpara, within KhalorParagana, Revenue Survey No. 1767, Touzi No. 3989, appertaining to R.S Dag Nos. 7095,7088 under R.S Khatian No. 7136, 8917 , Police Station - Bally, District - Howrah, within the

limit of Bally Gram Panchayat and also within the jurisdiction of the District and Additional District Sub-Registrar, Howrah, enjoyed the property without any interruption and disturbances from others and duly paid taxes and other ancillary charge for the said property before the competent authority of Howrah District under Govt. of West Bengal.

AND WHEREASOne Sri Haralal Ghosh, grandfather of Dr. Ghosh, was the original owner of all the piece and parcel of BASTU land containing an area measuring about 1 Cottah 14 Chittak 00 Sqft. (1350 sq ft.), be the same a little more or less together with a one storied house standing thereon measuring about 715 Sqft. comprised within Mouja - Bally , J.L NO. - 14, at North Ghoshpara, within KhalarParagana, Revenue Survey No. 1767, Touzi No. 3989, appertaining to R.S Dag Nos. 7095, under R.S Khatian No. 8917 , Police Station - Bally, District - Howrah, within the limit of Bally Gram Panchayat and also within the jurisdiction of the District and Additional District Sub-Registrar, Howrah,

AND WHEREASthe said Sri Haralal Ghosh having his said property free from all encumbrances, charges etc. and also having fully transferable right, like interest and ownership Easements and other rights in the said property, absolutely inhabited, possessed and enjoyed the Said property by exercising all sorts of possession in respect of the said property without any interruption and disturbances from other and duly paid taxes and other ancillary charge for the said property before the competent office under Govt. Of West Bengal.

AND WHEREASwhile absolutely inhabited, possessed and enjoyed the said property with absolute interest and in peaceful possession, said Sri Haralal Ghosh by a registered Deed Of Gift on 29.10.1981, being no. 3048 in the year 1981 gifted and transferred his 1 Cottah 14 Chittak 00 Sqft. of Bastu Land along with a one storied house standing thereon measuring about 715 sqft. with the right of title, easements and other interests related or incidental thereto to Sri Dibakar Ghosh and the said deed of Gift was duly registered in the office of the Sadar Joint Sub-Registrar at Howrah and is recorded in Book No. 1 CD Volume No. 75.- Pages 102 to 105 as Being no.3048 for the year 1981 in the said office. **AND WHEREAS**the said Sri Dibakar Ghosh having his said property free from all encumbrances, charges etc. and also having fully transferable right, like interest and ownership

Easements and other rights in the said property, absolutely inhabited, possessed and enjoyed the Said property by exercising all sorts of possession in respect of the said property without any interruption and disturbances from other and duly paid taxes and other ancillary charge for the said property before the competent office under Govt. Of West Bengal.

AND WHEREASwhile absolutely inhabited, possessed and enjoyed the said property with absolute interest and in peaceful possession, said Sri Dibakar Ghosh by a registered Deed Of Gift on 11.02.2014, being no. 00655 in the year 2014 gifted and transferred his 1 Cottah 14 Chittak 00 Sqft. of Bastu Land along with a two storied house standing thereon measuring about 1430 sqft, with the right of title, easements and other interests related or incidental thereto, to his son Dr.Mausam Ghosh and the said deed of Gift was duly registered in the office of the Additional District Sub Registrar at Howrah and is recorded in Book No. 1 CD Volume No. 2. Pages 4322 to 4333 as Being no.- 00655 for the year 2014 in the said office.

AND WHEREASOne Kamal BhusanSamajdar became the original owner of all the piece and parcel of BASTU land containing an area measuring about 4 Cottah 03 Chittak 02 Sqft (3017 sqft.). be the same a little more or less , comprised within Mouja - Bally , J.L NO. - 14, at North Ghoshpara, within KhalarParagana, Revenue Survey No. 1767 ,Touzi No. 3989, appertaining to R.S Dag Nos. 7088 under R.S Khatian No. 7136, Police Station - Bally, District - Howrah, within the limit of Bally Gram Panchayat and also within the jurisdiction of the District and Additional District Sub-Registrar, Howrah, by a registered deed of partition being no. 4377 for the year 1991 registered in the office of the Additional District Sub Registrar at Howrah. **AND WHEREAS**the said Sri Kamal BhusanSamajdar having his said property free from all encumbrances, charges etc. and also having fully transferable right, like interest and ownership Easements and other rights in the said property, absolutely took hold, possessed and enjoyed the Said property by exercising all sorts of possession in respect of the said property without any interruption and disturbances from other and duly paid rents before the competent office under Govt. Of West Bengal.

AND WHEREAS while absolutely occupied, possessed and enjoyed the said property with absolute interest and in peaceful possession, said Sri Kamal Bhusan Samajdar by a registered Deed Of Sale on 23.9.1995, being no. 4480 in the year 1995 Sold and transferred his 2 Cottah 1 Chittak 20 Sqft. of Bastu Land with the right of title, easements and other interests related or incidental thereto, jointly to Dr. Mausam Ghosh and Sri Rupam Ghosh the said deed of Sale was duly registered in the office of the Registrar Of Assurance at Kolkata and is recorded in Book No. 1 CD Volume No. 117. Pages 312 to 320 as Being no.- 4480 for the year 1995 in the said office.

AND WHEREAS the said Dr. Mausam Ghosh and Sri Rupam Ghosh having their said property free from all encumbrances , charges etc. and also having fully transferable right , like interest and ownership Easements and other rights in the said property, absolutely occupied possessed and enjoyed the Said property by exercising all sorts of possession in respect of the said property without any interruption and disturbances. from other and duly paid taxes and other ancillary charge for the said property before the competent office under Govt. Of West Bengal.

AND WHEREAS while absolutely occupied , possessed and enjoyed the said property with absolute interest and in peaceful possession, said Sri Rupam Ghosh by a registered Deed Of Gift on 21.9.2001, being no. 4280 in the year 2001 gifted and transferred his 1 Cottah 00 Chittak 32.5 Sqft. of Bastu Land with the right of title easements and other interests related or incidental thereto, to Dr. Mausam Ghosh and the said deed of Gift was duly registered in the office of the Additional District Sub Registrar at Howrah and is recorded in Book No. 1 CD Volume No. 93. Pages 259 to 263 as Being no.- 4280 for the year 2001 in the said office.

AND WHEREAS the vendor herein being desirous to make construction of multistoreyed building in his property she executed a deed of development Agreement with the Developer confirming party of the 3rd part on upon the terms and conditions stated therein respect of her aforesaid property and the said deed of development agreement was duly registered in the Office of the Additional District Sub – Registrar, at Howrah and is recorded in Book No.

1 , Volume No. 0502-2020, pages from 219923 to 219978 Being Deed no.- 050206384 for the year 2020 in the said office. and the vendor herein also executed and registered a General Power of Attorney in favour of the partners of the “Tirupati Construction” a partnership Firm , appointing to the partners as their constituted lawful attorney , empowering the partners stated therein , and the said Development power of attorney is duly registered in the office of the Additional District Sub-Registrar, Howrah , on registered and incorporated in book no. I , Volume No. 0502-2020 , pages from 244402 to 244442, being deed no. 050207084 for the year 2020 in the said office,

AND WHEREAS by virtue of the said general power of attorney , the attorneyscum-developer being authorized by the Owners, sanctioned a Building Plan from ZillaParishad at Howrah being memo no. 107/032/HZP/P & dated 15/07/2022 in the manner of raising construction of (G+4) multi-storeyed building in the “FIRST” scheduled property mentioned and described hereunder.

AND WHEREAS by virtue of the said power of attorney the Attorneys hereto constructed the proposed Multi-storeyed Building lawfully in the “FIRST” scheduled mentioned property containing self contained Residential flat , Offices , Garage , shop rooms etc. in the said Multi-Storeyed building in the said property named as **“SHREE SAI APARTMENT”**.

AND WHEREAS the developer has decided to sell a self contained complete residential flat out of the developer’s allocation and the purchaser herein having been satisfied with the papers, deeds documents and after inspection of the site and building and has agreed to purchase a residential flat being Flat No. on the Floor situated on the Side measuring about square feet altogether including super built up area within the multi storied building at a consideration of **Rs. (Rupees),** i.e. Rs/- (Rupees) only per square feet. **G.S.T Extra As Applicable.**

AND WHEREAS the Second Party, the Purchaser being satisfied with title of the property as well as being satisfied with the completed construction and covering area, has agreed to purchase one of the Flat units particulars of which are

mentioned in “B” Schedule for the consideration of **Rs. (Rupees**).

AND WHEREAS the Second Party Purchaser herein approached the Vendor and Developer herein to sell one complete **Residential Flat on The Floor** of the building containing about an area measuring about **..... Sq.ft.** more or less Super Built Up Area being- **Flat No.....**

AND WHEREAS the Developer has completed the said Flat in all respects in accordance with the plan duly sanctioned by the Howrah Zilla Parishad and on completion of the building and the said Flat has been measured by the Architects of the Developer and has been found to **contain Sq.ft.** little more or less Super built up area and accordingly the consideration of the said Flat has been calculated on the said area in the agreed rate and it comes to **Rs. (Rupees**).

AND WHEREAS the Purchaser has made payment of the respective amount of consideration money on diverse dated and the Purchaser has duly been put into satisfactory possession of the said Flat on today and the Purchaser has duly accepted the said Flat and the workmanship, materials used and the layout and construction of the said Flat and Purchaser has no grievance/dispute against the Developer about the same. **AND WHEREAS** the Purchaser has now requested the Developer to execute a Deed of Conveyance in respect of the Flat intended to be sold herein together with the proportionate undivided share or interest in the land comprised in the said premises at, for a total consideration of **Rs. (Rupees Only)** , on the terms, and conditions, stipulations and or covenants hereinafter appearing.

AND WHEREAS the Owners and Developer herein has agreed with the offer by the Second Party Purchaser herein and on request of the Second Party Purchaser herein both the first and Third party agreed to execute Deed of Sale in respect of the **Flat being No..... on the Floor** Containing an area measuring about **..... Sq.ft. (Super Built Up Area)** considering the quantum of Constitution Money fair and reasonable as per market value of the Flat in the said property which more fully and particularly described in the Schedule “B” hereunder written referred to as the

said Flat and delineated with the Road Border Lines shown in the plan annexed hereto.

AND WHEREAS the “B” Schedule Flat is now fully ready and complete for transfer the possession of the same .

NOW THIS INDENTURE WITNESSETH and in pursuance of the agreement and in consideration of **Rs. (Rupees**), only fully paid by the purchaser to the Developer on or before execution of these presents (the receipt whereof the Developer doth hereby release to the purchaser the “B” schedule Flat forever) together with the proportionate undivided share of the “A” schedule land and in interest common area etc forever. The Vendor doth hereby grant transfer , sell , convey , assure and assign unto the purchaser **ALL THAT** the said Flat more fully and particularly described in the schedule ‘B’ hereunder written **TOGETHER WITH** impartibly undivided proportionate share of land underneath the land more fully and particularly described in the schedule “A” hereunder written and proportionate undivided share of the land underneath with the interest in the common areas and facilities of and in the maintenance , common areas and facilities of and in the maintenance , common passage , staircase , lift , tube well , drain sewage, water pipes , transformer and all the other fixtures and equipments of common utilities and common paths and passages appertaining to the said building unless repugnant to the context or subject cumulatively referred to hereinafter as “The said Flat” and properties appurtenances thereto **AND** the Reversion or reversions , remainder or remainders and the rents issues and profits of and in connection with the said Flat and the properties appurtenances thereto **AND** the estate, right , title interest , property claim and demand whatsoever of the Vendor hereto into out of or upon the said Flat and the properties appurtenances thereto to have and to hold the flat and the properties appurtenances thereto hereby granted conveyed , transferred , assigned and assured and every part thereof respectively , together with the vendor and each of their rights unto the purchaser hereof free from all encumbrances save those expressly mentioned herein subject the apportioned liability for Panchayet taxes , insurance premium for the said building and monthly maintenance charges and the vendor write in respect here of as reserved by the agreement for purchase or by these presence

and subject nevertheless to the easements or quasi-easement and other stipulations , provisions in connection with the beneficial use and enjoyment of the said flat AND subject also that the purchaser hereto shall hold the said flat and properties hereby sold , transferred , conveyed and signed as an indefeasible estate and shall not subdivide or partition by metes and bounds the same or any portion hereof in any manner whatsoever **TOGETHER WITH** the right to use of staircase , entrance , tube well , lift , transformers , electrical plumbing and other installations of common utility , main entrance and other common path and passages , as fully described in the schedule “B” below in common with the other Owners and occupiers of the said building for the purpose of cess to and from the main Road expecting the reserving unto the vendor such easements or quasieasement rights and privileges as are mentioned in the schedule “D” hereunder written.

THAT the Vendors is hereby covenanting with the purchaser hereto of the said “B” schedule Flat as follows:-

A. That the vendors doth hereby declare that the vendor has good valid and marketable title and absolute authority to transfer and assign the ‘B’ schedule Flat together with the proportionate share of the land underneath “A” schedule property and also the property in the schedule both “A” and “B” Schedule property free from all encumbrances, mortgage, lien etc.

B. That the purchaser by this Deed shall be exclusive owner of the ‘B’ schedule Flat and shall hold, occupy and enjoy the ‘B’ schedule flat and every part of his own use and benefit without any interruption. Lawful eviction and any claim or demand and shall have exclusive right and absolute ownership of the flat and shall have every right to sell, transfer, mortgage assign in any manner like other flat/garage owners without any objection and interruption by the Vendor.

C. That the purchaser shall enjoy all the common areas without causing any disturbances in peaceful enjoyment of the other co-owner of the flat and also shall not do any act causing disturbances and inconveniences to other occupants and inmates of the said building and shall pay proportionate maintenance charges to the flat owners association.

D. That the main gate of the “A” schedule building shall remain close outside the normal hours for security reason but the purchaser or family members , relatives and friends will not be refused to get access on request to the caretaker of the building.

E. That if it transpires that the property hereby conveyed by the Vendor is not free from all encumbrances as herein before stated by, then, the vendor his heirs, executors , administrators, and assigns will be bound make good to any loss sustained by the purchaser.

F. That the purchaser shall not set up/affix any mobile telephone tower upon the top of the roof of existing “A” Schedule property.

G. That there will be no exclusive right and/or rights of the purchaser upon the roof of the property, and no construction should be made by the purchaser on the extreme roof of the property. But the purchaser may use the roof for domestic purposes.

H) The Purchaser shall separately pay the sum of Rupees /- (Rupees Twenty Five Thousand) only for installation of electric transformer of WBSEB to the Developer.

That the purchaser doth hereby covenant with vendor hereto as follows:-

1. That the purchaser hereto all times hereby agree to contribute and to pay the proportionate share towards the costs, expanses/and outgoing in respect to the matter indicated in schedule ‘E’ herein under written to the management of the flat owners.

2. That the purchaser after purchase of ‘B’ Schedule Flat shall apply for mutation of her name and shall pay separately the Panchayet Tax of ‘B’ schedule flat.

3. That the purchaser shall not create, any disturbance and also shall not raise any objection in the matter of functioning of the maintenance for building of the ‘A’ schedule and shall abide by the rules and regulations which are to be framed for maintenances of the building by the body of association from time to time .

4. That the purchaser shall have individual right to fix Antenna in the vacant space of the roof without causing any damages to the roof.
5. That the purchaser at anytime shall not demolish , damage any portion of the said flat or any part thereof and also shall not do any act of any structural additions and alternation whatsoever nature to the said flat and also shall not have the right of closing Verandah , Balconey and other portion for common use of the said building and also shall not keep any articles things on corridor , verandah or any place made for common use with the others flat holders and further that the purchaser although has right of decorating inside the “B” Schedule flat without causing damages of common wall , beam, Structure , foundation but shall not be entitled to decorate the exterior portion of the “B” schedule flat .
6. That the purchaser for enjoyment of electric energy shall have right to transfer the electric meter at present which is in the name of vendor to their own names and shall pay charges entirely at his own cost and responsibility but for enjoyment of the electric energy in common area and for common maintenance shall be paid proportionately jointly with other owners.
7. That the purchaser of the “B” Schedule flat shall not store , attach , plant any machinery , goods on the floor of the said flat or any Portion thereof and also shall not permitted to be hanged from the beam of the schedule and roof but nothing shall prevent the purchaser of fittings electric lines, air condition machine , fans or any other electrical fittings require for enjoyment for domestic purpose.
8. That the supply of water shall be made from the common overhead tank on the roof and for enjoyment of water the Purchaser shall pay proportionate charges to the management and in default the decision of the association shall be final. That the purchaser shall not throw or accumulate dirt, rubbish or other refused articles or permit the same to be thrown and allow the same to be accumulated in any portion of the common area of the building.
9. That the right of purpose of terrace and roof of the said building will be determined by the association of the flat owners.

10. That the purchaser hereto of the flat shall use passage in common with other flat/garage holders of the said building and common service as common portion mentioned in schedule "E" and "F" .

11. That is hereby agreed between the parties that the agreement for sale for all effective purposes stand repealed.

SCHEDULE A ABOVE REFERRED TO

ALL THAT piece and parcel of the bastu land containing an area measuring about 03 Cottahs 15 chittaks 20 sqft.be the same a little more or less together with a G+4 Storied Building standing Thereon, comprised within Mouja - Bally, J.L NO. - 14, at North Ghoshpara, within KhalarParagana, Revenue Survey No. 1767, Touzi No. 3989, appertaining to R.S Dag Nos. 7095, 7088 under R.S Khatian No. 7136, 8917, Police Station - Bally, District - Howrah, within the limit of Bally Gram Panchayat and also within the jurisdiction of the District and Additional District Sub-Registrar, Howrah, Which is butted and bounded as follows:-

On the North : Property of Sri Chandrasekhar Banerjee.

On the South : Property of Sri AnandamohanPatra.

On the East : Property of Sri Prosanta Mukherjee and Sri AnandamohanPatra.

On the West :Panchayet Road.

"B" SCHEDULE (FLAT) ABOVE REFERRED TO

WITHIN 'A' SCHEDULE LAND A complete self contained Residential Flat made with Vitrified Floor, on Floor bearing No. "... " situated at side , little more or less super built up area, aggregating square feet (including 20% of Super Built Up Area) Super Built Up Area , comprising of ... bed rooms, ... bath rooms, ... kitchen, ... balcony together with all rights of use of common areas of building and undivided impartiable proportionate part and share of the land Lying comprised within Mouja - Bally, J.L NO. - 14, at North Ghoshpara, within KhalarParagana, Revenue Survey No. 1767, Touzi No. 3989, appertaining to R.S Dag Nos. 7095, 7088 under R.S Khatian No. 7136, 8917, Police Station - Bally,

District - Howrah, within the limit of Bally Gram Panchayat and also within the jurisdiction of the District and Additional District Sub-Registrar, Howrah, of the First Schedule of the property above mentioned as shown in the plan annexed herewith and Bordered "RED" colour therein with all rights of use of common areas of building.

THE FLAT NO "..." BUTTED AND BOUNDED BY

On the North :

On the South :

On the East :

On the West :

"C" SCHEDULE RIGHTS FOR COMMON USE

The under mentioned rights, easements, quasi-easements privileges and appurtenances shall be expected out of the proposed assignments and sale and be received into the assign or and other owners and occupiers of the said building.

1. The right in Common with all the occupiers and owners of the "A" schedule building of common part or parts including space , entrance , passages roof etc, and right to ingress and egress through main gate.

2. The right on passage with all the occupiers and owners of electricity , water of the said building , pipes , drains , wires , conduits lying or being in under through or over the said flat as far as may be reasonably necessary for beneficial use and occupation of the other portion or portions of the said building for all purposes whatsoever.

3. The right of protection of entire building of any part. The right might otherwise become vested in the assigned by means of structural alternations to the said at present enjoyed by other part or parts of the said building.

4. That the right by the assign or and / or occupiers of the other part or parts of the said building for the purpose of ingress and egress from such other part or

parts of the said building the main entrance , tube – well , or stair case , open and covered space and other common passage or path of the said building.

5. That the vendee shall be bound to allowed inside his flat the materials and men for the purpose of maintenance of pipes drains, conduits within a reasonable time after getting notice from association or by the persons maintaining the same but in case of emergency shall be bound to allow any person inside the flat for the purpose of the said repairing.

6. Only a Two Wheeler Parking Space will be provided to the Purchaser without any additional Cost.

“D” SCHEDULE COMMON MAINTENANCE

1.The cost of maintaining, replacing, white-washing, painting, rebuilding, decorating the main structure of the said building including the exterior thereof and in particular the common portion of the roof, terrace, landing, stair case of the building structures, main water pipes motor pumps, tube-well, and electrical wire, sewerage, drains, transformer and all other common parts of the “A” Schedule property.

2. The fixtures fittings and equipments in under or upon the building enjoyed or used in common by the occupier thereof.

3.The cost of cleaning and lighting the main entrance, passage, landings, staircase, main walls and other parts of the building as enjoyed or used in common by the occupiers hereof.

4. The salaries of caretaker , chowkidars , plumber’s , sweepers etc if employed.

5. The cost of working repairs , replacement and maintenance of lights , pumps , tube-well and other plumbing works including all other service charges for services rendered in common to all other occupiers.

6. Panchayet and other taxes.

7. All electricity charges payable in common for the said building .

8. Such other expenses , including printing and stationary as also all litigation expenses incurred in respect of any dispute with the Panchayet or any other authority / Government / Insurance company in relating to the same as deemed by the committee will be entrusted with the management and up keep the said building.

“E” SCHEDULE (COMMON PORTION)

- A. Common paths , passages and main entrance to the premises and the building.
- B. Common boundary and main Gates.
- C. Drainage and Sewerage and all pipes and other installation for the same except only those as are installed within the exclusive area of any unit and / or exclusively for its use. Common Darwans living area (if any).
- D. Low tension and / or High tension electrical installations and its room (if any) all electrical wearing and other fittings excluding only those are installed with the exclusive area of any unit and / or exclusively for its use.
- E . Staircase landings and and / or midland on all floors of the building. F.
Deep tube-well and its installations , if any.
- G. Lobbies on all floors of the building .
- H. Water pumps , water pump rooms , water reservoir (save only those which are exclusively within and for use of any unit) in and / or to in respect to the building .
- I. Such other common parts , areas , equipments , installation units in common but the co-owners including the roof and / or terrace and parapet walls of the building.

SCHEDULE “F”

The common service as stated above shall be declared before the competent authority under West Bengal Apartment Ownership Act , 1972 as amended up to date. AND after purchase the purchaser of the all flat shall comply with the

provisions of W.B.A.O Act , 1972 as amended up to date in form “C” Apartment Ownership Association Act.

SCHEDULE “G” (USER OF THE FLAT AND COMMON PORTION)

A. To keep the flat and every part thereof and all fixtures and fittings therein exclusively for the unit properly shall keep neat and clean condition.

B. To use the common portion and area to quietly and peaceably only for the purpose of residence .

SCHEDULE “H” (THE PURCHASER SHALL NOT DO)

a) To obstruct irrationally the association after formation for maintaining any acts relating to common purpose.

b) To violate any terms and conditions and rules and regulation for maintenance of the building.

c) To injure, or harm or causing any damages any common portion or other unit of the building by making any alteration or withdrawing any support or otherwise.

d) To carry and store obnoxious injurious, dangerous inflammable articles or things and also shall not use the unit for any illegal and immoral purpose.

e) To do or permit anything to be done causing nuisance and annoyance to the occupants of the other units of the said building or adjoining building..

f) To put and affix any signboard, Hoarding, nameplate or other things in common portion but shall not prevent displaying a decent nameplate in the outside of the main door of the flat.

g) To keep or store any offensive, combustible, obnoxious, nacreous or dangerous articles in the flats.

h) To affix or draw any wires cables , pipes from and to or through any common portion of the outside wall of the building or other flats.

i) To keep any heavy articles or things which likely to damage the floor or operation of any machine or machines other than home appliances.

- j) To plant by storing earth on the roof and also shall not give any extra load either by erecting any wall inside the unit or by any means.
- K) To fix any mobile phone tower on the roof of the “A” scheduled property.
- L) To be able to claim any Construction right over the rooftop of the “A” scheduled property, no Construction should be made by the purchaser on the roof of the “A” scheduled property.
- M) To change the name of the apartment from **“SHREE SAI APARTMENT”**

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the mentioned consideration of sum of **Rs. (Rupees)** as per Memo Below.

Date.	Mode.	Bank.	Branch	Cheque No.	Amount
TOTAL					

.....

.....

Signature of the Purchaser.

Signature of the Developer.

IN WITNESS WHERE OF the Vendor, the Purchaser and the Developer do hereby sign, seal, put signature etc. with sound health and sound mind and without force or coercion, on this day of **APRIL** in the year **2023** in the presence of :

SIGNED , SEALED AND DELIVERED

In the presence of **WITNESSES :**

1.

Signature of the **Vendor**,
represented by constituted legal attorneys.

2.

Signature of the **Purchaser.**

Signature of the **Developer.**

Drafted and prepared

In my office ,

Arnab Kumar Neogi

Advocate.

Bar Association Room No. 2

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