

DEED OF CONVEYANCE

THIS INDENTURE is made on this ____ day of _____, 2024 (Two Thousand and Twenty Four)

BETWEEN

- 1) **SRI ASIS MUKHERJEE** (PAN-AJJPM3637K, AADHAR- 3604 1746 0136) son of Late Shyama Prasad Mukherjee, by Caste Hindu (Indian), by Profession Business, residing at Mondal Bagan, Lichutala, P.O. + P.S. – Chandannagar, Dist – Hooghly, Pin – 712136 and 2) **SMT. PAROMA MUKHERJEE** (PAN – APFPM5199A, AADHAR-7343 2327 3226) wife of Sri Asis Mukherjee, by Caste Hindu (Indian), by Profession Business, residing at Mondal Bagan, Lichutala, P.O. + P.S. – Chandannagar, Dist – Hooghly, Pin – 712136, hereinafter referred to and called as “THE LAND OWNERS/VENDORS” (which term or expression shall unless excluded or repugnant to the subject or context be deemed to mean and include their legal heirs executors legal representatives or assigns) of the FIRST PART.

M/S BALAJI HOUSING DEVELOPERS PRIVATE LIMITED (CIN no. U45400WB2011PTC167160, (PAN - AAFCB0510), a company incorporated under the provisions of the Companies Act 1956, having its registered office at BALAJI ENCLAVE, GROUND FLOOR, MORAN ROAD, GONDALPARA, CHANDANNAGAR, HOOGHLY, 712137), represented by its authorized signatory 1) SRI ASIS MUKHERJEE (PAN – AJJPM3637K), son of Late Shyamaprasad Mukherjee, a resident of Mondal Bagan, Lichutala, P.O. + P.S. – Chandannagar, Dist – Hooghly, Pin – 712136 and 2) PAROMA MUKHERJEE(PAN - APFPM5199A), wife of Sri Asis Mukherjee a resident of Mondal Bagan, Lichutala, P.O. + P.S. – Chandannagar, Dist – Hooghly, Pin – 712136 and authorized vide board resolution No 3 Dated 04/10/2023 and Development Agreement registered vide – Book No – I, Volume No – 0604-2024 Pages from 20367 to 20398 Being No – 060400932 for the Year 2024 of the office of the ADSR, Chandannagar on 19/03/2024, and General Power of Attorney has been executed by the parties of the First Part in favour of Asis Mukherjee and Paroma Mukherjee, Directors of Balaji Housing Developers Pvt. Ltd, empowering them to sign, execute, registered any conveyance or flat, complex and receive money from the intending of prospective purchasers which is registered in Book No – I, Volume No – 0604-2024 Pages from 23378 to 23394 Being No – 060401039 for the Year 2024 in the office of ADSR, Chandannagar Dated – 28/03/2024 , hereinafter referred to as the "Promoter / Developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the SECOND PART;

AND

- 1) _____ son of _____, by caste _____ by profession _____, 2) _____ son of _____, by caste _____ by profession _____, both residing at _____, Pin _____ hereinafter referred to and called as “The Purchasers” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the “THIRD PART”.

A. WHEREAS:

1) SHRI ASIS MUKHERJEE AND 2) SMT PARAOMA MUKHERJEE are the absolute and lawful owner of the land totally admeasuring 346.56 square meters situated at LICHUTALA, MONDAL BAGAN, HOLDING NO – 1195(New), 1009(Old), WARD NO-18 within the ambit of Chandannagar Municipal Corporation in Mouza - Chandannagar, J.L. NO – 1, SHEET NO- 23, corresponding R.S. Dag No – 213 and L.R. Dag No.-984, appertaining to R.S. Khatian No. – 107 and L.R. Khatian No. – 2217, District – Hooghly vide sale deed dated 16/12/2022 registered at the office of the Additional Registrar of Assurance III, Kolkata in Book No – I, Volume No- 1903 – 2022 Pages from 547009 to 5470345 bearing being No - 190311717 of the year 2022.

B. AND WHEREAS:

- i) That the property described below in “Description of the Land” hereunder originally belong to one Sri Gopal Chandra Mondal, who sold out the land measuring about 05 Katha, 02 Chittak, 39 Sq. Ft. within the Mouza – Chandannagar, J.L. No- 1 Sheet No – 23, corresponding R.S. Dag No – 213 and L.R. Dag No – 984 appertaining to R.S. Khatian No – 107 and L.R. Khatian No. – 2217 within the ambit of Chandannagar municipal Corporation , Ward No – 18, Holding No – 1195(New), Mondal Bagan Road in favour of Sri Aswini Kumar Dutta, by virtue of a Sale Deed, Registered at S.R.O., Serampore and recorded in Book No – I, Volume No – 25, pages from 196 to 201 Being No. – 1634 for the year 1965.
- ii) That the Sri Aswini Kumar Dutta constructed one residential structure upon the said land measuring about 05 Katha, 02 Chittak, 39 Sq. Ft. more or less.
- iii) That the said Sri Aswini Kumar Dutta died intestate on 27/07/1974 leaving behind his wife namely Smt. Kamala Dutta and only daughter namely Smt. Sarashi Karmakar, as his legal heirs and successors who inherited ½ share each as per provision of the Hindu Succession Act, 1956.
- iv) That the said Smt. Kamala Dutta died intestate on 30/08/1983, leaving behind her only daughter Smt. Sarashi Kamakar as her

legal heirs and successors who inherited the total land measuring about 05 Katha, 02 Chittak, 39 Sq. Ft. along with the structure as per the provisions of the Hindu Succession Act, 1956.

- v) That the said Smt. Sarashi Karmakar while enjoying the entire aforesaid land gifted a demarcated portion of the aforesaid land admeasuring 02 Katha, 03 Chittak, 07 Sq. Ft. in favour of her grand son Sri Agniva Ghosh through Gift Deed Being No.- 1036 for the Year – 1988 registered before the A.D.S.R., Chandannagar, Hooghly.
- vi) That the said Smt. Sarashi Karmakar became the owner of the demarcated rest portion of the aforesaid land measuring 02 Katha, 15 Chittak, 32 Sq. Ft. and enjoyed the same.
- vii) That the said Smt. Sarashi Karmakar died intestate on 03/07/2009 leaving behind her one son namely Sri Abhijit Karmakar and one daughter namely Smt. Anita Ghosh as her legal heirs and successor who inherited $\frac{1}{2}$ share each as per the provision of the Hindu Succession Act, 1956.
- viii) That Sri Abhijit Karmakar and Smt. Anita Ghosh sold out of the demarcated land measuring 02 Katha, 15 Chittak, 32 Sq. Ft. in favour of one Smt. Mira Chowdhury by virtue of Deed of Sale duly registered in the office of the A.D.S.R., Chandannagar, West Bengal recorded in the Book No.-I, CD Volume No. – 06, Pages from 2874 to 2887 as Being No. – 01788 Dated – 11/06/2012.
- ix) That the said Sri Agniva Ghosh sold out of the land measuring about 02 Katha, 03 Chittak, 07 Sq. Ft. in favour of Smt. Mira Chowdhury, by virtue of Deed of Sale duly registered in the office of the A.D.S.R., Chandannagar, Hooghly, West Bengal recorded in Book No.- I, CD Volume – 06, Pages from 2888 to 2899 as Being No. – 01789 Dated – 11/06/2012.
- x) That the said Smt. Mira Chowdhury amalgamated both the aforesaid land into a single land total measuring about 05 Katha, 02 Chittak, 39 Sq. Ft., and enjoyed the same without any disturbance from any corner.
- xi) That the said Smt. Mira Chowdhury sold out the land measuring about 05 Katha, 02 Chittak, 39 Sq. Ft. in favour of Sri Devender Singh Guliya alias Sri Debendra by virtue of Deed of Sale, duly registered in the office of the A.D.S.R, Chandannagar, West Bengal, recorded in Book No. I, CD Volume No. – 10, Pages from 3278 to 3288 as Being No.- 02967 Dated – 22/10/2013.
- xii) That Sri Devender Singh Guliya alias Sri Debendra sold out the land measuring about 05 Katha, 02 Chittak, 39 Sq. Ft.in favour of Sri Inderjeet Singh, by virtue of Deed of Sale, duly registered in the office of the A.D.S.R., Chandannagar, West Bengal recorded in Book No. – I, CD Volume No – 0604 – 2019, Pages from 35748 – 35769

as Being No. – 060401432 Dated – 24/04/2019.

- xiii) That the said Sri Inderjeet Singh sold out of the land measuring 05 Katha, 02 Chittak, 39 Sq. Ft. in favour of Sri Asis Mukherjee and Smt. Paroma Mukherjee by virtue of a Deed of Sale, duly registered in the office of Additional Registrar of Assurance (III), Kolkata and recorded in Book No. – I, Volume No. – 1903 – 2022, Pages from 547009 to 547035, Being No. – 10311717 for the Year – 2022.
- C. The Said Land is earmarked for the purpose of building a partial commercial and partial residential project, comprising a (G+3) multistoried apartment buildings and the said project shall be known as "BALAJEE PLAZA".
- D. The Director(s) is / are fully competent to enter into this Agreement in pursuance to the Development Agreement executed on 22/03/2024 Being No – 060400932 for the Year 2024 (Book No – I, Volume No – 0604-2024 Pages from 20367 to 20398) and Power of Attorney executed on _____ Being No - _____ for the Year 2024 (Book No – I, Volume No _____ Pages from _____ to _____) and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- E. The Chandannagar Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated 27/07/2023 bearing no. **SWS-OBPAS/1806/2023/0355**.
- F. The Promoter has obtained the final layout plan approvals for the Project from Chandannagar Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at ___no. ___ on ___ under registration.
- H. The Allottee had applied for a Flat in the Project vide application no. ___ dated ___ and has been allotted Flat no. _____ having area of ___ square feet and space for garage/closed parking admeasuring ___ square feet in [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas").
- I. The Parties have gone through all the terms and conditions set out in the Agreement of Sale Dated _____ and understood the mutual rights and obligations detailed therein;
- J. The Parties hereby confirm that they are signing the Agreement of Sale Dated _____ with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions

and stipulations contained in the Agreement of Sale Dated _____ and all applicable laws, are now willing to enter into that Agreement of Sale Dated _____ on the terms and conditions appearing therein.

- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Commercial Space] and the garage/closed parking (if applicable) as specified in paragraph H.

(NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:)

AND WHEREAS the Developers desire to develop the Schedule – A property constructing multistoried building thereon consisting of flats shop room etc. and to sale them to the intending purchasers on ownership basis.

AND WHEREAS the Developers has started / completed the construction of the multi-storied building in conformity with the building plan sanctioned and approved by the Chandannagar Municipal Corporation.

AND WHEREAS the Schedule – A property is free from all encumbrances and no one except the Developer has any right, title, interest or claim in or over the said property.

AND WHEREAS the Developers proposed to sale the flats on ownership basis in the building named and known as “BALAJEE PLAZA” and mentioned in “Scheduled – B” below and constructed / to be constructed in the “Schedule – A” property.

AND WHEREAS the Purchaser(s) has / have agreed to purchase the Flat No. _____ in the _____ Floor having a Super Built-up Area _____ Sq. Ft. (Covered Area _____ Sq. Ft.) with sole exclusive transferrable and to use the same together with undivided proportionate share or interest in the land underneath of “Schedule – A” mentioned land and the said Flat has been as described in “Schedule – C” hereunder as also shown by RED Border in the Map enclosed herewith which is to be treated as a part and parcel of this Deed at a consideration of Rs. _____ (Rupees _____) only.

AND WHEREAS out of the said consideration a sum of Rs _____ (Rupees _____) only has been paid by the Purchaser(s) as Advance and an Agreement for Sale has been executed on _____ .

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

THAT in pursuance of the said Agreement and in consideration of the sum _____ of Rs. _____

(Rupees _____) only, paid to the Developers / Vendors by the Purchasers being the full amount of the consideration money (the receipt whereof and by the receipt hereunder written). The Vendors / Developers do and each of them doth hereby admit and acknowledge the payment of the same. The Vendors do and each of them doth hereby grant, convey, transfer, sale, assign and assure and Developer doth hereby confirm, release and assure sale unto in favor of the Purchaser/s all that undivided impartible share / interest of Bank hereditaments and premises comprising the Holding No - 1195 (New), 1009 (Old) Street – Lichutala, Mondal Bagan, P.O & P.S. – Chandannagar, District – Hooghly, Constituency No – 18 under Chandannagar Municipal Corporation hereunder for the sake of brevity is called “ the said Property” whereon said Flat No _____, on the _____ Floor of the Building as mentioned in “Schedule – B” hereunder written constructed / to be constructed by the Developers herein at the cost and expenses of the purchaser(s) in the said property comprising the Holding No - 1195 (New), 1009 (Old) Street – Lichutala, Mondal Bagan, P.O & P.S. –Chandannagar, District – Hooghly, Constituency No – 18 under Chandannagar Municipal Corporation hereinafter for the sake of brevity is referred to as the said premises. Now are all is or act any time or times hereto before were all was situated butted and bounded, numbered or distinguished together with relevant compound lights, water courses, sewers, pipes, drain, ditches and the ground or soil thereof and all manner of ancient and other rights, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever being in and upon or belonging or in any wise appertaining to the said portion and part thereof with which the same now are or is or at any time or times hereto before were or was hold, used, occupied or enjoyed or accepted, reputed, deemed taken or known as part and parcel of member thereof appurtenant thereto and the reversion or reversions, remainders and the rent issues and profits thereof and every part thereof and all the estate right, title, interest, property claim and demand whatsoever of the Vendors/ Developers into or upon the said portion or any part thereof to own and to hold the said portion hereby sold, conveyed, transferred assigned or otherwise assured or intended so to be unto and to the use of the purchasers absolutely free all encumbrances and charges whatsoever but subject to the covenants of the purchasers herein contained.

The Vendors / Developers do and each of them both hereby covenant with the purchasers as follows :-

- a) That notwithstanding any act, deed or thing done or committed suffered by the Vendors to the contrary the Vendors are lawfully rightfully and/or absolutely seized and possessed of or otherwise well and sufficiently entitled to the said portion hereby sold, conveyed, transferred and assigned free from all encumbrances and liabilities whatsoever and that the vendors have full power and absolute and indefeasible right and authority to sell convey,

transfer and assign the said Flat unto the purchasers in the manner aforesaid and according to the true intent and meaning of these presents.

- b) That it shall be lawful for the purchasers at all times hereafter peaceably and quietly to enter into and upon and to hold, occupy and enjoy the said Flat only and to receive the rents and profits thereof without any hindrance, interruption, disturbance, claim or demand whatsoever by the Vendors or any person or persons claiming any estate right, title and interest from under through or in trust for the Vendors and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise by Vendors well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estate title charges encumbrances and liabilities whatsoever made upon done executed by the Vendors.
- c) The Vendors and all persons claiming any right, title or interest in the said Flat only through from under or in trust for the Vendors shall and will time to time and at all times hereafter upon every reasonable request and at the cost and expenses of the purchasers make, do, acknowledge and execute or cause to be made, done, acknowledged and executed all such further acts, deeds, matters and things for further assuring the developers herein being the developers under the development agreement and shall also execute or cause to be executed all such acts, deeds, matters and things in respect of the said portion hereby granted, sold and conveyed unto the purchasers as may be required.
- d) The vendors shall produce or cause to be produced to the purchasers or its agent or agents or any person or persons as the purchasers may direct or appoint or in any court or in any suit or proceedings or otherwise as occasions may require the said original documents and papers in respect of the said Holding No 1195 (New), 1009 (Old) Street – Lichutala, Mondal Bagan, P.O & P.S. –Chandannagar, District – Hooghly, Constituency No – 18 under Chandannagar Municipal Corporation and will permit the same to be examined, inspected and given in evidence and will at the like request and cost make furnish or caused to be made or furnished such true or attested or other copies or extract or abstract from the said documents and papers as may be required and will at all times keep the same safe, un-obliterated and unspoiled from fire and other inevitable accident expected.
- e) The Vendors/Developers herein shall upon completion of the said building and of all the transfer to be made in terms of the said development agreement shall transfer to the association to be formed by all the flat holders / occupiers / owners the Vendors' and / or developer' right and obligations for due to maintain of common areas and amenities for the beneficial use and enjoyment of their respective flats.

- f) The Vendors shall transfer assign to the association their residential rights, if any, relating to maintenance of common area in the said property for the beneficial use and enjoyment of Flat Holders / Occupiers / Owners.
- g) Although the purchasers are fully satisfied about the title of the land after going through the Searching report, Title Deed and other necessary papers, however if anything found adverse in future and the purchasers are deprived of their right of the property, the matter will be referred to arbitration.
- h) The purchaser shall be entitled to transfer the said Flat by way of sale, mortgage, lease, gift or otherwise alienate the said Flat hereby conveyed to anyone without the consent of the Vendors / Developer or any other co-owners.
- i) All the aforesaid clauses being (a) to (h) shall be applicable mutatis mutandis against the developers under Development Agreement.

THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS & DEVELOPERS AS FOLLOWS :-

- a) The Purchaser shall not make any addition and alteration in the flat whereby the main building may be damaged but the purchasers shall be entitled to erect wooden partition for the purpose requirement.
- b) The Purchaser shall not store any inflammable and / or combustible articles in the said flat or use the said flat for any other purpose save and except for residential purpose.
- c) The Purchaser shall not store any rubbish or any other things in the stair case nor in the common areas and / or parts causing inconvenience and annoyance and also disturbance to the other Owners and Occupiers of the building.
- d) The Purchaser shall pay the proportionate charges and expenses of the administrations, maintenance, repairs, replacement of the common parts and equipment and accessories and also common areas and facilities including repair and white washing, painting and decorating of the exterior portions of the said building, boundary walls, entrance, staircase, roof, gutters, rain water pipes, motor pump and electric wiring and installation in common areas sewers and all other common parts, fixtures, fittings and equipment in under or upon the said buildings to be enjoyed and / or used in common by purchasers with other Owners and occupiers thereof. The common areas and facilities are described in the "Schedule – D" hereunder.
- e) The Purchaser shall pay also proportionate charges for maintaining lighting the Main Entrance, Stair case, Lift facility and other common parts of the building to be used and enjoyed by purchasers or other Owners and Occupiers of the said buildings.
- f) The purchasers shall pay the proportionate share of Municipal rates both the owners and occupiers and impositions and other outgoings etc. as levied by Municipal and / or other authorities

in respect of the said building property and / or premises until the said flat is apportioned separately by Municipal Authority.

- g) The purchasers shall also pay proportionate charges for electric consumption, security charges, cleaning charges and other incidental charges, if required in respect of common areas of the said building premises.
- h) The purchaser shall also pay her / his / their proportionate share for insurance of the building against earthquake, fire, mob, damages and civil commotion.
- i) The Purchaser shall keep indemnify the Vendors and developers against all losses and damages which may be incurred due to any act done or committed by the purchasers arising out of non-performance and non-observation of terms and conditions of the aforesaid agreement.
- j) The Purchasers shall not do any such act whereby right / and / or interest of the Owners and occupiers of the other portions of the said portions of the said building and / or the said property be prejudiced.
- k) The Purchaser shall take separate Electric meter, Telephone and other necessary connection like Broadband, Internet and Cable connection and or line for the use and enjoyment of the flat owned by them.

The Vendors and developers herein also do each of them hereby covenant with purchasers that neither the vendors and developers have done any act, deed, matter or thing nor they have been party or parties to any such matter or thing whereby or by reason whereof the Vendors / Developers are or may be prevented from joining in these presents for covenanting, assuring, executing and registering the sale of the said portion in the manner aforesaid.

It is hereby declared that save and except in respect of the particular residential flat being Flat No _____ on the _____ Floor of the said building under Construction by the developer herein together with the common rights and the undivided impartial share in the said land common rights and the undivided impartial share in the said land hereditaments and premises known, numbered and reputed as Holding 1195 (New), 1009 (Old) Street – Lichutala, Mondal Bagan, P.O & P.S. –Chandannagar, District – Hooghly, Constituency No – 18 under Chandannagar Municipal Corporation the purchasers shall have no exclusive claim or right of any nature of kind over or in respect of all remaining open spaces, basement, stair case in lobbies, terraces, roofs, outside wall and other portion of the said premises AND THAT the purchasers shall use the flat for residential purpose AND THAT the purchasers however shall have limited rights to the use of the roof for the purpose of fixing aerials and antenna including clearing of roof, and attending the overhead reservoirs as the case may be as and when required

AND THAT the developers hereby confirm all acts, deeds stated mentioned herein.

The Map appended herewith will be treated as a part and parcel of this deed.

THE “SCHEDULE - A” ABOVE REFERRED TO:

(Description of the Land)

All that piece and parcel Vacant Bastu Land admeasuring more or less 05 Kathas 02 Chittaks, 39 Sq. Ft within the Mouza – Chandannagar, J.L. No. 1, Sheet No – 23, corresponding RS Dag No.-213 and L.R. Dag No-984, appertaining to R.S. Khatian No- 107 and L.R. Khatian No-2489, 2490, within the ambit of Chandannagar Municipal Corporation Ward No- 18, Holding No-1195 (New), 1009 (Old) Street – Mondal Bagan, P.O & P.S. – Chandannagar , District – Hooghly, West Bengal, Pin Code – 712136.

The property is measured:-

North	:	56 Ft - 6 inch
South	:	56 Ft - 6 inch
East	:	66 Ft - 0 inch
West	:	66 Ft - 0 inch

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And the entire land butted and bounded as follows:-

On the North	:	House of Late Bijoy Halder
On the South	:	20Ft. – 0 inch Wide Municipal Road
On the East	:	Holding of Bhola Singh
On the West	:	20Ft. – 0 inch Wide Municipal Road

“SCHEDULE - B”

(Description of the Building)

The Multistoried building is to be constructed comprising total proposed covered area 8600 Sq.Ft or 799 Sq.Mtr having 9 Residential Units, Proposed Commercial covered area at ground floor 41Sq.Ft or 3.80Sq.Mtr and proposed Car Parking covered area at Ground Floor 1159 Sq. Ft. or

107.76 Sq.Mtr principally residential and partly commercial building on the Holding No – 1195(New) 1009(Old), at Mondal Bagan, Lichuta, Ward No – 18 of Chandannagar Municipal Corporation and building will be named as “BALAJEE PLAZA”.

THE SCHEDULE ‘C’ ABOVE REFERRED TO:
(DESCRIPTION OF FLAT)

All that residential Flat No _____ on the _____ Floor, constructed and mentioned in the Schedule “B” having a Super builtup Area _____ Sqft(Vitrified Tiles Flooring), Covered Area _____ Sq.ft. more or less including proportionate share of common portions.

And the same is butted and bounded by:-

North :

South :

East :

West :

THE SCHEDULE “D” ABOVE REFERRED TO:
(COMMON FACILITIES)

1. Drainage and Sewerage Pipe from the building to the Municipal Drain.
2. Water pump with water distribution pipe (save those inside flat).
3. Electricity installation including transformer and sub-station for receiving electricity to supply and distribute etc. as per the rules of W.B.S.E.D.C.L. on actual cost basis which will bear by the purchaser(s).
4. Electrical wiring/fittings and other accessories for lighting the common areas.
5. Water sewerage, septic tank, overhead tank etc.
6. Sewer common to the building.
7. Main gate to the premises and the building.
8. Under ground water reservoir.
9. Use of stair cases and landing space.
10. Use of electric meter room.
11. Use of common space, common passage, lobby.
12. Boundary Wall.
13. Lifts Facility.
14. Accessibility to the roof.
15. Fire Fighting Equipment.
16. Other amenities which includes 24 hours’ water supply, round the clock security etc.

THE SCHEDULE “E” ABOVE REFERRED TO:
(COMMON FACILITIES)

All the following expenses has to be carried out by the Flat Owners / Flat Association / Society jointly as the case may be: -

- a) All expenses for maintenance, operation, replacing, repairing, renovating, painting of the common portions and the common areas in the building including the outer walls of the building.
- b) All expenses for running and operating all machinery equipment and installations comprised in the common portions including water pumps, electrical installations including the cost of repairing, renovating and replacing the same.
- c) Salaries and other emoluments and benefits of and all other expenses of the persons employed or to be employed for the common purposes such as caretaker, supervisor, accountant, darwans, security personnel, sweepers, plumbers, electricians and other maintenance staff, if any.
- d) Cost of insurance premium for insuring the building and / or the common portions.
- e) All charges and deposits for supplies of common utilities for the co-owners in common.
- f) Municipal Tax, water and other levies in respect of the premises and the building (save except those are separately assessed in respect of any unit of the purchasers).
- g) Cost of formation and operation of the Service Organization / Association including the office expenses.
- h) Electricity charges for the operation of the equipment and installations for the common service and lighting the common portions.
- i) All legal expenses incur or to be incurred for the common purposes relating to common use and enjoyment of the common portions.
- j) All other expenses and/ or outgoings as would be incurred by the Vendor / Owner / Developer and / or by the society / service organization or Association for the common purposes.

THE SCHEDULE "F" ABOVE REFERRED TO:
(MANAGEMENT AND MAINTENANCE)

- a) The Co-owners of the flats shall form an Association / Society for the common purposes including taking over all obligations with regard to management , control and operation of all the common portions of the said building under West Bengal Apartment Ownership Act, 1972.

Upon fulfilling their obligation and covenants hereunder and upon its formation the association shall manage, maintain and control the common portions and do all acts, deeds and things as may be necessary and / or expedients for the common purposes and the purchasers shall co-operate with the Vendors / Developers still the Association or Society may frame rules, regulations and by -laws from time to time for maintain quiet and peaceful enjoyment of the said building.

- b) Upon formation of the Association / Society the Vendors / Developers shall transfer all its rights and obligations as also the residue then remaining of the deposits made by purchaser / purchaser or otherwise after adjusting all amounts then remaining due and payable by the purchaser / purchasers

and the amount so transferred henceforth be so held by the Association / Society under the account of purchaser for the purpose of such deposits.

- c) The Association / Society upon its formations and Co-owners shall however, remain liable to indentify and keep indemnified the Vendors /Developers for all liabilities due to non-fulfillment of their respective obligation by the co-owners and / or the Association / Society.

THE SCHEDULE "G" ABOVE REFERRED TO:
(THE PURCHASERS SHALL NOT DO THE FOLLOWING)

- a) To obstruct the Vendors / Developers or the association / Society in their acts relating to the common purpose.
- b) To injure, harm or damage the common portions or any other unit in the building by making any alteration or with drawing any support or otherwise.
- c) To alter any portion, elevation or colour scheme of the building.
- d) To throw or accumulate or caused to thrown or accumulation of any dust, ashes, rubbish or other refused articles in the common portions save and except at the place indicated thereof.
- e) To carry on or to be caused on any obnoxious, injuries, dangerous, illegal or immoral activity in or through the unit or in the common portions save and except at the place indicated thereof.
- f) To do or permit anything to be done which is likely to cause nuisance or annoyance to the occupations of the other units in the said building and / or the adjoin building or buildings.
- g) To keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in units.
- h) To affix or draw any wires, cables pipe from and to or through any common portion or outside walls of the building or other units.
- i) To keep any heavy articles or things which are likely damage the floor or operate any machine other than usual home appliances.
- j) To make any such structural additions or alteration in the said units or any part thereof this would affect the structural stability of the said building.
- k) To obstruct the Vendors /Developers and its surveyor, workmen and/ or agent with or without materials at all reasonable time to enter upon the unit for the purpose of construction of the top floor in future and completion of the building and for the common purposes.
- l) To decorate or paint or otherwise alter the colour scheme of the exterior of the said unit of the building or the common portions.
- m) To do any acts or deeds which are forbidden by the rules and / or regulations framed from time to time by the Association / Service Organization for the common purpose and quite peaceful and beneficial enjoyment of the building.
- n) To sale / transfer the right, title, interest of this flat to any person without embodying all the terms & conditions as herein mentioned.

SIGNED, SEALED AND DELIVERED
By the VENDORS, DEVELOPERS AND
the PURCHASERS in the presence of:-

WITNESSESS:

1.

2.

(SIGNATURE OF THE OWNERS)

SIGNATURE OF THE DEVELOPERS

SIGNATURE OF THE PURCHASERS

Typed By _____

Advocate

MEMO OF CONSIDERATION

RECEIVED a sum of _____/- (**Rupees** _____) **only** as per the terms of these presents as per the memo below:-

Date	Cheque No./NEFT	Bank & Branch Name	Amount
<hr/> <hr/>			

WITNESSESS:

1. _____

2. _____

SIGNATURE OF THE DEVELOPERS