

-: DEED OF CONVEYANCE :-

This Deed of Conveyance is made on thisday of
..... Two Thousand Twenty....., (20....)

Between

“**RADHE REAL ESTATE**” (PAN- **ABIFR9525Q**), a partnership firm having its office at “Madhuban City” Shop No-S/36, Naity Road, Nabagram, P.O.- Barabahera, P.S.- Uttarpara, District- Hooghly, PIN- 712246 (W.B.), represented by its one Partner namely **SRI SUKDEB BISWAS** (PAN- **AITPB7256L**), son of Late Akul Chandra Biswas, represented as constituted attorney by way of the Deed of Partnership of the Firm dated 27th March, 2024, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors, administrators and permitted assigns) of the **FIRST PART.**

AND

SRI / SMT _____, (PAN- _____), son/daughter of _____, by occupation- _____ by nationality – Indian, by faith _____, residing at _____ hereinafter called and referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, successors, executors, administrators, legal representatives and/or assigns) of the **SECOND PART.**

AND

SRI SUKDEB BISWAS, (PAN- **AITPB7256L**) son of Late Akul Chandra Biswas, by nationality Indian, by faith Hindu, by profession- business, residents of 6/1, Samabaya Path, P.O.- Nabagram, P.S.- Uttarpara, District- Hooghly, PIN-712246(W.B.) (which expression

shall unless repugnant to the context or meaning thereof be deemed to mean and include their respective successors, administrators and permitted assigns) hereinafter called and referred to as the **OWNER** and in terms of Registered Development agreement dated 18/06/2024 bearing Deed No- 062102636/2024 and Registered General Power of Attorney dated 18/06/2024 bearing Deed No- 062102650/2024 the owner hereby authorize and empower “**RADHE REAL ESTATE**” (PAN- **ABIFR9525Q**), a partnership firm having its office at “Madhuban City” Shop No-S/36, Naity Road, Nabagram, P.O.- Barabahera, P.S.- Uttarpara, District- Hooghly, PIN-712246 (W.B.), represented by its one Partner namely **SRI SUKDEB BISWAS** (PAN- **AITPB7256L**), son of Late Akul Chandra Biswas, by way of the Deed of Partnership of the Firm dated 27th March, 2024 represented as constituted attorney of the **THIRD PART**.

AND WHEREAS the schedule- “A” mentioned property originally belongs to one **Sri Tirthankar Dasgupta**, son of Late Basanta Ranjan Dasgupta, who purchased the said property from Sri Yogesh Chandra Chakraborty, son of Late Guru Nath Chakraborty by virtue of Deed of Conveyance registered at A.D.S.R Office Serampore, Hooghly on 15/05/1971, being Deed No- 2300 of 1971, Book No- I, Volume No- 36, Pages from 238 to 243, who had been possessing and enjoying the said property by paying relevant rent and taxes to the appropriate authorities.

WHEREAS the present owner **Sri Sukdeb Biswas** have purchased the “A” schedule mentioned property by virtue of three separate registered deed of Conveyance i.e. (i) land measuring about - **07** Khata- **08** Chittack- **00** Sq.ft. in Mouza – Barabahera, J.L. No.5, under

Kanaipur Gram Panchayet, R.S. Dag no- 1221 under R.S. Khatian no- 901, 640, corresponding to L.R. Dag No- 1475, under L.R. Khatian No-919, P.O.- Barabahera, P.S.- Uttarpara, District- Hooghly, PIN-712246 (W.B.), by virtue of registered Deed of Conveyance dated 24/05/2022, executed and registered at Office of the A.D.S.R. Uttarpara, Hooghly incorporated in Book No- I, Volume No. 0621-2022, pages from 123225 to 123248, bearing Deed **No.062102983 of 2022 (ii)** land measuring about - **07** Khata- **08** Chittack- **00** Sq.ft. in Mouza – Barabahera, J.L. No.5, under Kanaipur Gram Panchayet, R.S. Dag no- 1221 under R.S. Khatian no- 901, 640, corresponding to L.R. Dag No- 1475, under L.R. Khatian No-919, P.O.- Barabahera, P.S.- Uttarpara, District- Hooghly, PIN-712246 (W.B.), by virtue of registered Deed of Conveyance dated 25/05/2022, executed and registered at Office of the A.D.S.R. Uttarpara, Hooghly incorporated in Book No- I, Volume No. 0621-2022, pages from 126095 to 126119, bearing Deed **No.062103007 of 2022 & (iii)** land measuring about - **04** Khata- **06** Chittack- **00** Sq.ft. in Mouza – Barabahera, J.L. No.5, under Kanaipur Gram Panchayet, R.S. Dag no- 1221 under R.S. Khatian no- 901, 640, corresponding to L.R. Dag No- 1475, under L.R. Khatian No-919, P.O.- Barabahera, P.S.- Uttarpara, District- Hooghly, PIN-712246 (W.B.), by virtue of registered Deed of Conveyance dated 25/07/2022, executed and registered at Office of the A.D.S.R. Uttarpara, Hooghly incorporated in Book No- I, Volume No. 0601-2022, pages from 179879 to 179898, bearing Deed **No.060109097 of 2022** and thus by virtue of aforesaid three registered deed of Conveyance, the owner mentioned herein above became the absolute owners of the total landed property measuring about **19** Cottah **06** Chittack **00** Sq.ft. Bastu land i.e. the ‘A’ Schedule

mentioned property and since then the present owner herein have been possessing the schedule 'A' mentioned property by paying rent and taxes to the appropriate authorities.

WHEREAS by virtue of aforesaid Deed of instrument Sri Sukdeb Biswas, owner herein are the absolute Owners in respect of the property measuring more or less **19** Cottahs **06** Chattaks **00** Sq.ft. bastu land lying at Mouza- Barabahera, J.L. No.-5, Comprised in R.S. Dag No- 1221, under R. S. Khatian No- 901 corresponding to L.R. Dag No- 1475, under L.R. Khatian No- 7804 at Naity Road, Chakraborty Nagar, Kanaipur, P.O.- Barabahera, within the ambit of Kanaipur Gram Panchayet, under Police Station - Uttarpara, District- Hooghly, PIN- 712246 (W.B.), the said owner acquired the right, title and interest in respect of the said property absolutely and forever which is mentioned in Schedule-A written hereunder and mutated their names in the assessment roll of Kanaipur Gram Panchayet as well as L.R. Record of Rights & separate Khatian being No.7804 was published thereof and paid relevant Rent, revenue, Taxes and statutory imposition therein.

AND WHEREAS the parties of the first part constituted a Partnership Firm, under the name and style "**RADHE REAL ESTATE**" having its office at "Madhuban City" Shop No-S/36, Naity Road, Nabagram, P.O.- Barabahera, P.S.- Uttarpara, District- Hooghly, PIN-712246 (W.B.)

AND WHEREAS Sri Sukdeb Biswas is authorized to sign on behalf of the developing firm by virtue of the Deed of Partnership dated 27th March, 2024.

AND WHEREAS the owners herein formulated a scheme of construction of a multistoried building i.e. (G +4) comprising several flats, garage & shops over the “A” schedule property and has prepared a multistoried building plan over the ‘A’ schedule property and submitted the proposal seeking of sanction plan in the office of the Hooghly Zilla Parishad and the said authority sanctioned the building plan thereby allowing to construct (G+4), vide Permission No-**HM11U20L68** dated 03/06/2024, within the jurisdiction of Kanaipur Gram Panchayat, P.S.- Uttarpara, Dist-Hooghly and the same building plan over the schedule-“A” property.

AND WHEREAS the Developing Firm/Builder is developing the schedule mentioned land/premises for constructing residential Flats/Apartment, Shop and Garages thereon and permission has been obtained from Hooghly Zilla Parisad and developed and marketed in the name and style of “**MADHUBAN LAKE VIEW**” vide Permission No-**HM11U20L68** dated 03/06/2024 and according to the said building plans for such construction, the Developer completed the particular **Flat** being no. in floor of **Block** - herein called the said ‘Building’ namely “**MADHUBAN LAKE VIEW**” and particularly described in schedule ‘C’.

AND WHEREAS ALL THAT one self contained Flat being no. in the floor of of “ **MADHUBAN LAKE VIEW**” measuring about Carpet area sq. ft. (**Super built up** area sq. ft. covered area about sq. ft.) be the same a title more or less herein after called the said **Flat** more fully and particularly described in the schedule –‘C’ hereunder written, together with Lift,

power-back up facility and undivided share of common facility in the Madhuban Lake View Complex and other facility, as contained in the said building lying and situated at Mouza- Barabahera, Naity Road, J. L. No. 5, comprised in R.S. Dag No-1221 under R.S. Khatian No-901, corresponding to L.R. Dag No-1475 under L. R. Khatian No-7804 within the ambit of Kanaipur Gram Panchayat, P.S. Uttarpara, District – Hooghly, PIN-712246, West Bengal within the ambit of A.D.S.R. Office Uttarpara, together with all easement rights and ancient liberties and right to use common passage for ingress, egress and taking all sorts of connections to the said property, here under sold within the allocation of the **DEVELOPER** execute this Deed for assuring title in favour of the Purchasers herein fully and effectually in respect of the said unit of the premises the subject matter hereof , the consideration covering the proportionate value of the lands respecting the Shop below the building and that covering developer charges for construction of the Shop within the same as including in the amount of the consideration as agreed being paid by the Purchasers herein to the developer in full unit here under sold.

AND WHEREAS THE Developer and purchasers herein entered into an agreement for one Flat being no. and booked on , respecting sell of all that one self contained Flat being no. in the floor measuring about Carpet area sq. ft. (**Super built up** area sq. ft. covered area about sq. ft.) in the **Block** – of **“MADHUBAN LAKE VIEW”**, is butted and bounded by on the Northern side- , Southern side- , East side – , West side- , being the **Floor Tiles**, be the same a title more or less,

consisting of bed room, living cum dining, Kitchen, toilet and veranda, herein after called the said flat more fully and particularly described in the schedule –‘C’ hereunder written, as contained in the building, lying and situated at Mouza- Barabahera, Naity Road, J. L. No. 5, comprised in R.S. Dag No-1221 under R.S. Khatian No- 901, corresponding to L.R. Dag No-1475 under L. R. Khatian No- 7804 within the ambit of Kanaipur Gram Panchayat, P.S. Uttarpara, District – Hooghly, PIN-712246, West Bengal within the ambit of A.D.S.R. Office Uttarpara, more fully and particularly described in the ‘B’ schedule hereunder written, together with undivided proportionate share in the said lands and the said building thereon, more fully and particularly described in the “B” schedule hereunder written, together with the easements and quasi-easements, more fully and particularly described in the “D” schedule hereunder written, together with common right over the common passage of ground floor, main entrance, drain line, in common with the developer and other purchaser and/or purchasers, more fully and particularly described in the ‘E’ schedule here under written, together with obligation to pay all common expenses for maintenance and repair of main structure of the said building, boundary wall etc. and some common expenses for market in the ground floor more fully and particularly described in the ‘F’ schedule here under written, Manner of completion and specifications of the particular flat as per C schedule and five storied building (G+4) mentioned in the ‘G’ schedule here under written, AND FURTHER subject to the restrictions mentioned in the ‘H’ schedule here under written, at or for a total consideration of Rs. /- (Rupees) only.

NOW THIS INDENTURE WITNESSTH that in pursuance of the said booking and in consideration of the said sum of Rs. /- (Rupees) only paid by the lawful money of India well and truly by the Purchasers herein towards payment of the value of proportionate share of land respecting the Flat, being Flat no. more fully described in "C" schedule property to the developer and that of construction of the same to the developer together with the amount of consideration as aforesaid at or before the execution of these presents (the receipt whereof the developer admits and acknowledged the same) and every part thereof the developer do and each of them both hereby acquit, release, exonerate and discharge the Purchasers, their heirs, executors, representatives and assigns and every one of them of the said "Flat" and the undivided and impartable proportionate share of interest and ownership in the lands below or beneath the said building containing inter-alia the subject matter here or lying situated at Mouza-Barabahera, Naity Road, J. L. No. 5, comprised in R.S. Dag No-1221 under R.S. Khatian No- 901, corresponding to L.R. Dag No-1475 under L. R. Khatian No- 7804 within the ambit of Kanaipur Gram Panchayat, P.S. Uttarpara, District – Hooghly, PIN-712246, West Bengal within the ambit of A.D.S.R. Office Uttarpara, Dist-Hooghly, more fully and particularly described in the 'B' schedule hereunder written, and every part thereof the developer as beneficial owners do by these presents indefensibly grant, sale convey, transfer, assign and assure and the developer admitting receipt of his charges for construction of the Flat in full from the Purchasers both hereby confirm and assure unto the Purchasers their heirs, executors,

administrators, representatives and assigns free from encumbrance, attachments and other defects in title **ALL THAT** one self contained Flat being no. in the floor of Block- , be the same a title more or less, herein after called the said Flat more fully and particularly described in the schedule –‘C’ as contained in the building, lying and situated at Mouza- Barabahera, Naity Road, J. L. No. 5, comprised in R.S. Dag No-1221 under R.S. Khatian No- 901, corresponding to L.R. Dag No-1475 under L. R. Khatian No- 7804 within the ambit of Kanaipur Gram Panchayat, P.S. Uttarpara, District – Hooghly, PIN-712246, West Bengal within the ambit of A.D.S.R. Office Uttarpara, Dist-Hooghly, more fully and particularly described in the ‘B’ schedule hereunder written, together with undivided proportionate share in the said lands and the said building thereon, more fully and particularly described in the “B” schedule hereunder written, or **HOWSOEVER OTHERWISE TOGETHER WITH** proportionate right to water course, lights, liberties, privileges, easements, appendages and appurtenances whatsoever to the said “Flat” or any part thereof belonging or on any at appertaining to, or with the same or any part thereof usually held, used occupied or enjoyed reputed to belong or be appurtenant thereto, and the reversion and reversions reminder and reminders, rents issue and profits thereof and every part thereof, together and further more with all the estate, right title inheritance, use trust, property, claim and demand whatsoever both in law and in equity of the developer unto and upon the said “Flat” and every part thereof, more fully and particularly described in ‘C’ schedule here under written, **AND** all deeds, pattas, monuments, writing and evidences of title which in any wise relate to the said “Flat” or any part or parcel thereof, and which now

are or hereafter shall or may be in the custody power or possession of the developer and his heirs, executors, administrators or representatives or any person from whom he or they can or may procure the same without action or suit in law, or in equity, TO ENTER INTO, AND HAS AND HOLD, OWN, POSSESS AND ENJOY the said "Flat" and every thereof hereby granted sold, conveyed and transferred or expressed and intend so to be with his rights members and appurtenances unto and to the use of the Purchasers their heirs, executors, administrators, representatives and assigns forever free and discharged from or otherwise by the developer herein well and sufficiently indemnified of and against all encumbrances, claims, liens etc. whatsoever created or suffered by the developer from to these presents AND THE developer do hereby himself, his heirs, executors, administrators, and representatives, as the case may be, covenant with the Purchasers their heirs, executors administrators, representatives and assigns.

THAT NOTWITHSTANDING any act deed or thing whatsoever, by the developer or by and of predecessors and ancestors in title, done or executed or knowingly suffered to the contrary, the developer had at all materials times here fore and now have good right full power, absolute authority indefeasible and title to GRANT, SELL, CONVEY, TRANSFER, ASSIGN AND ASSURE the said "Flat" hereby GRANTED, SOLD, CONVEYED AND TRANSFERRED OR INTENDED so to be, unto and to the use of the purchasers, her/their heirs, executors, administrators, representatives and assigns in the manner aforesaid AND THAT the purchasers, heirs, administrators, representatives and assigns shall and may at all times hereafter peaceable and quietly enter into hold, possess and enjoy the said

“Flat” described as “C” schedule and every part thereof and receive the rents, issues and profits thereof, without any lawful eviction, hinder and interruption disturbance, claim or demand whatsoever from or by the developer or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of their ancestors or predecessors in title **AND THAT FREE AND CLEAR FREELY AND CLEARLY AND ABSOLUTELY** discharged, saved, harmless and kept indemnified against all estates and encumbrances cleared by the owners or any person or persons having lawfully or equitably claiming any estate or interest in the said proportionate share in the lands respecting the said “Flat” as a whole or any part thereof from under or in trust for the owners shall and will from time to time and at all times hereafter at the request and cost of the purchasers do and cause to be done or executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said ‘land’ with the said ‘Flat’ described as “C” schedule and every part thereof as also the said rights and privileges unto and to the purchasers in the manner aforesaid as shall or may be reasonable required **AND THAT** the purchasers will have right to get benefits of the covenants regarding production of documents and writing relating to the title of the property described in the schedule “B” wherein (G+4) multistoried construction was made schedule hereunder written **AND THAT** the purchasers shall be entitled to all rights all easements, quasi-easements and privileges pertaining to the said “Flat” (described in the “C” schedule) as detailed in the “D” schedule hereunder written, **TOGETHER WITH** all rights of use and enjoyment of the common areas in the ground floor and the common utilities and services in the

premises as mentioned in the “E” schedule hereto in common with all the co-owners of the property, the building, lying and situated at Mouza- Barabahera, Naity Road, J. L. No. 5, comprised in R.S. Dag No-1221 under R.S. Khatian No- 901, corresponding to L.R. Dag No-1475 under L. R. Khatian No- 7804 within the ambit of Kanaipur Gram Panchayat, P.S. Uttarpara, District – Hooghly, PIN-712246, West Bengal within the ambit of A.D.S.R. Office Uttarpara, District- Hooghly, TOGETHER WITH OBLIGATION to pay proportionately all common expenses mentioned in the “F” schedule hereunder written, Manner of completion and specifications of the particular Flat and whole building (G+4) mentioned in the “G” schedule here under written, AND FURTHER subject to the restrictions mentioned in the “H” schedule hereunder written. **HENCE FORTH** the purchasers have every right to entered into, and have and hold, own, possesses and enjoy the said “Flat” being mentioned in schedule “C” hereunder and every thereof hereby granted right to sale, conveyed and transferred or expressed and intend so to be with her rights members and appurtenances unto and to the use of her heirs, executors, administrators, representatives and assigns forever free and discharged from or otherwise by the developer herein.

THE SCHEDULE “A” ABOVE REFERRED TO

(Description of the entire property)

ALL THAT piece and parcel of bastu land measuring **19** Cottahs **06** Chittack **00** Sq.ft. standing there on a multistoried building i.e. 5 (five) storied Building lying at Mouza- Barabahera, Naity Road, J. L. No. 5, comprised in R.S. Dag No- 1221, under R.S. Khatian No- 901, corresponding to L.R. Dag No- 1475, under L. R. Khatian No- 7804

within the ambit of Kanaipur Gram Panchayat, P.S. Uttarpara, District– Hooghly, Pin- 712246, West Bengal within the ambit of A.D.S.R. Office Uttarpara, District-Hooghly, together with all easement rights and ancient liberties and right to use common passage for ingress, egress and taking all sorts of connections to the said property.

which is butted and bounded manner as follows:

ON THE NORTH : Naity Road

ON THE SOUTH : Property of Rajesh Chopra & Others

ON THE EAST : Property of Krishna Ch Roy & Others

ON THE WEST : Common Passage

THE SCHEDULE “B” ABOVE REFERRED TO

(Entire Project)

ALL THAT five storied (i.e. G+4) RCC framed brick built Apartment Building with lift here detement and premises **TOGETHER WITH** the piece and parcel of redeemed land there unto belonging whereon or on part whereof the same is erected and built in the shape of a building containing an area about **19 Cottahs 06 Chittack 00** Sq.ft. standing there on a multistoried building namely **“MADHUBAN LAKE VIEW”** i.e. 5 (five) storied building (G+4), lying and situated in the Mouza- Barabahera, Naity Road, J. L. No. 5, comprised in R.S. Dag No-1221 under R.S. Khatian No- 901, corresponding to L.R. Dag No-1475 under L. R. Khatian No- 7804 within the ambit of Kanaipur Gram Panchayat, P.S. Uttarpara, District – Hooghly, Pin- 712246, West Bengal within the ambit of A.D.S.R. Office Uttarpara, District-Hooghly, together with all easement rights

and ancient liberties and right to use common passage for ingress, egress and taking all sorts of connections to the said property.

which is butted and bounded manner as follows-

ON THE NORTH : Naity Road

ON THE SOUTH : Property of Rajesh Chopra & Others

ON THE EAST : Property of Krishna Ch Roy & Others

ON THE WEST : Common Passage

THE SCHEDULE "C" ABOVE REFERRED TO

(Description of Flat)

ALL THAT piece and parcel of one self contained Flat being no.

, measuring about Carpet area sq. ft. (Super built up area

sq. ft. covered area about sq. ft.) in the **first floor** in the

Block – of "**MADHUBAN LAKE VIEW**" from **Developer**

allocation, is butted and bounded by on the Northern side-

, Southern side- , East side –

, West side- , being the

Floor Tiles, be the same a title more or less consisting ofbed

room, living cum dining,Kitchen,toilet andveranda,

herein after called the said flat together with Lift facility, power back-

up facility and other common facility for all Flat owners within the

Madhuban Lake View complex, here under sold within the allocation

of the **DEVELOPER** execute this Deed for assuring title in favour of

the purchasers, contained in the said building lying and situated at

Mouza- Barabahera, Naity Road, J. L. No. 5, comprised in R.S. Dag

No-1221 under R.S. Khatian No- 901, corresponding to L.R. Dag No-

1475 under L. R. Khatian No- 7804 within the ambit of Kanaipur

Gram Panchayat, P.O.-Barabahera, P.S. Uttarpara, District – Hooghly,

PIN-712246, West Bengal within the ambit of A.D.S.R. Office Uttarpara, District-Hooghly, together with all easement rights and ancient liberties and right to use common passage for ingress, egress and taking all sorts of connections to the said property. i.e. part & parcel of the 'B' schedule property hereunder written, together with undivided proportionate share in the said lands and the said building thereon, together with common right over the common passage ground floor to roof, main entrance, drain line, filter water line pumps motors and pump room of the said building in common with the developer and other purchasers and/or purchasers, more fully and particularly described in the 'E' schedule here under written, together with obligation to pay all expenses for maintenance and repair of main structure of the said building, more fully and particularly described in the 'F' schedule here under written, manner of completion and specification of the particular Flat and whole building i.e.(G+4) mentioned in the "G" schedule here under written, AND FURTHER subject to the restrictions mentioned in the 'H' schedule here under written, AND delineated in Map annexed hereto being bordered in '**RED**' colour.

THE SCHEDULE "D" ABOVE REFERRED TO

(Easements, Quasi-easements, Privileges, the Purchaser or Purchasers are entitled to) :-

1. The purchasers shall be entitled to all right, privileges, vertical and lateral supports, easements, quasi-easements, appertaining to the said Flat or therewith usually held occupied, reputed or known, being part & parcel or member thereof, or appertaining

thereto which are hereinafter more fully specified, excepting and reserving unto the developer and other owners, purchasers of other units their right if any, of easements, quasi-easements, privileges and appurtenances, respecting the same, more fully and particularly set forth hereinafter in details.

2. The rights of access only in common portion to the building with the developer and other owners/purchasers of other units, and/or other occupiers of the building, subject to limitation, if any, to her such rights, at all times, and for all normal use and purpose connected with the use and enjoyment of the said "Flat".
3. The right to use at all time and for all purposes the common passage, lobby, stair case and landing within the said building, entrance to the said "Flat" from the main entrance and exit therefore in common with the owner/developer and other owners/purchasers of other units, subject to limitation if any to their in the building, PROVIDED ALWAYS and it is hereby declared that the purchasers, other owners/purchasers of other units or their servants agents and invitees shall not be entitled to obstruct, or deposit any materials, or rubbish in, or otherwise encumber the free common passage of other person or persons, including that of the said purchasers the said passage, lobby stair case, landing and other spaces being meant to be used in common as aforesaid.
4. The right of protection of the said "Flat" by or from all parts of the building so far they now protect the same.
5. The right of passage in common as aforesaid for electricity, water and soil from and to the said "Flat" through pipes, drains, wire and conduits lying or being in under or over the said building as

may be reasonably for the beneficial occupiers of the said “Flat” for or all purposes whatsoever.

6. The right to use the common facility in the building namely “Madhuban Lake View” and other facility at any block with the developer /owners and other owners/purchasers of different units. Each and every purchasers of Block- will be entitled to enjoy the common facility.
7. The right of passage in common with the developer/owners, and other owners/purchasers of different units, and other person or persons having such rights, subject to limitation thereof any of electricity, water and soil from and to any part other than the said “Flat” or parts of the said building through pipes, drains, wires, conduits lying or being in under, through or over the said “Flat” as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the building for all purposes whatsoever.
8. The right of protection of other portion or portions of the building by all parts of the said “Flat” so far as they now protect the same without causing any structural alteration thereof.
9. The right of the purchaser/purchasers respecting ingress form the said flat, the right of the purchasers and that of occupiers of the other part or parts of the building, subject to limitation thereof, if any for the purpose of ingress to and egress from such other part or parts of the building, the front, entrance, staircases, roof, open and covered spaces, and other common passage or paths of the said building.

THE SCHEDULE “E” ABOVE REFERRED TO

(The developer/owners, Purchaser/Purchasers entitled to common user of the common areas and the common parts mentioned in this Indenture shall include):

1. Stair Cases on all the floors of the Block- .
2. Main gate of the complex and common passage and lobby in the Ground floor.
3. Main gate of the said building and common passage and lobby on the Ground floor to Top floor of the said block.
4. Water pumps, water tank, water pipes and overhead tank on the roof, elevator and other common plumbing installation and also house.
5. Installation of common services viz. Electricity, water pipes, sewerage, rain water pipes.
6. Lighting in the common space, common passage of the said block, including electric meter fittings, common electric meters and boxes.
7. Electric wiring, meter for lighting staircases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefore, common walls in between the unit being the flat hereunder sold, and any other unit beside the same on any side thereof Windows, Doors, Grills and other fittings of the common areas of the premises.
8. Such other common parts areas equipment, installations, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for and occupancy of the units.

9. GENERAL COMMON ELEMENTS of all appurtenances and COMMON FACILITIES:

- a) All private ways, curves side walls and areas of the said premises.
- b) Exterior conduits, utility, line.
- c) Exterior lighting and other facilities necessary to the upkeep and safety of the said building.
- d) All elevations including shafts walls machine room and facilities.
- e) Common facility in any block for using the common purpose only within the Flat owners of all block.
- f) Generator installed in the ground floor of the building to supply power back up facility for common area, lift, pump and for individual Flat of all block also.
- g) Common facility in the all block for all flat owners.
- h) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existences, management, operation, maintenance, and safety of the building or normally in common use of the said building.
- i) The roof or terrace including structure in the said building will jointly be undivided property among the other Flat owners/ purchasers herein, subject to limitation if any to her such right of the said building, the purchasers or purchasers being entitled to use and enjoy the said roof and/or terrace with the developer, other Flat purchasers without causing inconvenience to one another.

THE SCHEDULE “F” ABOVE REFERRED TO

The developer/owners, Purchaser/Purchasers shall have to bear:-

1. The purchaser/purchasers/developer and other occupiers if any of the whole building is bound to bear the all expenses as per decision /resolution taken by the members of the Owners Association and all members shall abide the decision taken by the Society/Owners Association for the benefit of the whole Building of all block. Some common type of expenses mentioned below, will be borne by the purchasers/ purchasers;
2. Common maintenance expenses exclusively for Entire Property along with Buildings of all Block : This expenses will be borne by all owners i.e. by (Flat owners, shop owners, office owners etc) and shall generally bear with the proportionate area of the particular unit possessed by the purchasers/ purchasers.
3. Common maintenance expenses exclusively for Market & Offices: This expenses will be borne by only Shop owners & office owners in the ground floor and shall generally bear with the proportionate area of the particular shop & Office unit.
4. Common maintenance expenses exclusively for Flat/Apartment : This expenses will be borne by only Flat owners and shall generally bear with the proportionate area of the particular Flat unit or any other decision taken by the association.

5. The share of the purchasers or purchasers in such common expenses shall generally be proportionate in accordance with the liability of the unit hereunder sold and each & every common expense will be borne as proportioned area possessed by the Purchasers or rate fixed by the society .

Some common Expenses are mentioned below:

- a) Maintaining, Repairing, Re-building, Replacement of any portion of Main Building or other common portion, pump, Electricity, Main Gate of boundary/building, passages, Staircase, Landing, Lobbies, Lift.
- b) Decorating, Painting, White washing of the exterior part of the building and Main entrance etc.
- c) Cleaning and lighting of common portions including Drain, Water Tank, Water connections, Plumbing connection septic tank.
- d) Gram Panchayat Rates and Taxes, impositions, levies, Ground Rent, electric charges, maintenance of Motor pump.
- e) Sweeping and security charges.
- f) Such other expenses as may be necessary or incidental to the above expenses for the purposes of common enjoyment.

THE SCHEDULE “G” ABOVE REFERRED TO

(Manner of completion and Specifications)

- 1 Structure** : R. C. C. framed structure.
- 2 Walls** : 8’ thick brick walls on the external faces, 5’ thick brick partition walls.
- 3 Bedrooms, living and dining** : Floor tiles with 4” height skirting on all sides of walls, one hand wash basin at dining.
- 4 Kitchen** : Floor tiles, Granit finish cooking platform, 3’-0” height glazed tiles over cooking platform. One steel sink with tap, open type door opening with arch.
- 5 Toilet** : Floor tiles, glazed tiles dado up to 5’-0” height from floor level on all sides, two taps, one shower, one European /Indian type W. C. Pan with P.V.C low down flushing cistern.
- 6 Doors** : Sal wood frames and commercial flush doors for inside from room and entrance and P.V.C door in toilet.
- 7 Windows** : Aluminium sliding windows with glass and M. S. Grills.
- 8 External Finish** : Cement based paint, colour wash.

- 9 Internal Finish** : Plaster of Parish on all sides of walls and ceiling.
- 10 Balcony** : 3'-0" height M.S. railing in balcony from finish floor level.
- 11 Plumbing and Sanitary** : All external soil vent and waste water pipes will be of P.V.C.
- 12 Elevator & Generator** : A good quality elevator installed for the use of all the residents of the apartment building. Generator installed only for power failure in the common area, lift, pump and residential Flat.
- 13 Electrical Point :** : All wiring are concealed.
Bedroom - 2 light point, fan point-1, plug point-1.
Living cum Drawing : T.V. point-1, fridge point-1, , light point – 2, Fan point – 1, Plug point -1, Calling bell – 1 point.
Kitchen : Light point -1, Chimney point – 1, Plug point -1, acquia-guard - 1
Toilet : light point-1, exhaust point-1 .
Balcony : One light point, one plug point.

THE SCHEDULE “H” ABOVE REFERRED TO

(The Guidance respecting Possession and/or user of the FLAT hereunder demised inter-alia shall include the impositions and restriction as under) :-

A. The purchasers or purchasers/developer, and other occupiers if any, of the building, shall not use the aforesaid “Flat” for the following purpose.

1. To use the said “Flat” for any purpose other than that for the purpose for which it has been constructed or in other words the flat and/or unit shall not be used for any other purpose whatsoever except for residential purpose.
2. To use the “Flat” and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the owners or occupiers of the other units inclusive of flats, nor to use the same for any illegal or immoral purpose in any manner whatsoever.
3. To carry on or permit to be carried on upon the said “FLAT” any offensive work, whatsoever, nor to do or permit to be done anything in the said flat which may be illegal or forbidden under any law for the time being in force.
4. To do or permit to be done any act deed or thing which may render void or voidable any insurance of any flat, and/or unit,

any part thereof, or cause any increase in premium payable in respect thereof.

5. To claim division or partition of the said land and/or the building thereon, and common areas within the same.
6. To decorate the exterior of the said "Flat" which may affect the other flats within the said building or the structure thereof, in any manner whatsoever.
7. To throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the "Flat" or any portion of the building housing the same.
8. To avoid the liability or responsibility of repairing any portion, or any component part of the Flat hereunder sold and transferred, or fittings and fixture therein for storing water, sewerages etc.
9. To paint outer walls or portion of her flat, common walls or portions of the building exclusive of the get up thereof, only he is entitled to paint inside the walls and portions of her flat only in any colour of her choice.
10. To encroach any common portion of the building, not to obstruct, jeopardizes the user there of, not to encumber any of such portion in any manner whatsoever.

IN WITNESS WHERE OF the parties hereto above named set and subscribed theirs respective hands and seals the day, month and year first written.

SIGNED SEALED & DELIVERED

BY THE PARTIES AT UTTARPARA

IN PRESENCE OF :

1.

2.

Signature of the Developer

Signature of the Purchasers

Signature of the Owners

Drafted by me as per instruction
of the parties :

Advocate

Compared by,

