

DEED OF CONVEYANCE

THIS INDENTURE is made on this the day of
..... 20.... (Two Thousand.....)

B E T W E E N (1) **MR.RANENBISWAS**, (PAN- **ANKPB4013B**), son of Late Anindya Kumar Biswas, by occupation -Retired from Service, (2) **MR. MANOJ KUMAR BISWAS**, (PAN- **AEEPB2030D**), son of Late Anindya Kumar Biswas, by occupation-Retired from Service, (3) **AVA BISWAS**, (PAN- **ANUPB0782D**) , wife of Late Anindya Kumar Biswas, by occupation -Housewife, No. 1 to 3 are residents of E-38, Pratapgarh, Kolkata - 700075, under P.S. - erstwhile Kasba now Garfa, P.O.- Santoshpur (Sub Post Office Garfa) and (4) **SMT. SHUKLA ROY**, (PAN- **AFTPR1104A**), daughter of Late Anindya Kumar Biswas, and wife of Asit Roy, by occupation - Housewife, resident of 24A, Panditia Road, Sarat Bose Road, P.O.- Sarat Bose Road, P.S.- Gariahat, Kolkata - 700029, (5) **SMT. SWAPNA GANGOPADHYAY**, (PAN- **BBIPG8739A**), daughter of Late Anindya

ROY & PAL PROJECTS INDIA PVT. LTD.

Asim Pal
Director.

Kumar Biswas and wife of Sri Subir Gangopadhyay, by occupation – Housewife, all by faith – Hindu, by Nationality – Indian, resident of 11, Garfa North Lake Road, Santoshpur, P.O.- Santoshpur (Sub Post Office Garfa), P.S. – erstwhile Kasba now Garfa, Kolkata – 700 075, hereinafter jointly and collectively called and referred to as the **LAND OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, administrators, legal representatives and assigns) of the **FIRST PARTY** ; The Vendors are being represented by the Directors of **M/S. ROY&PALPROJECTS INDIA PVT. LTD.**, of 16, Park Avenue, Modern Park, Santoshpur, Kolkata – 700075, P.S. – Survey Park, viz., (1) **SRI ASIM PAL**, (PAN – **AFQPP6941N**) son of Late Adhir Chandra Pal, by faith – Hindu, by occupation – Business, residing at 16, Park Avenue, Kolkata – 700 075 and (2) **SRI BIPASH ROY**, (PAN **AIYPR6763R**) son of Late Swadesh Ranjan Roy, by religion – Hindu, by occupation – Business, residing at 39, Park Avenue, Modern Park, Kolkata – 700 075, P.S. – Purba Jadavpur, as their true and lawful Attorney, appointed vide a registered Development Power of Attorney dated 20/12/2019 which was registered in the office of A.D.S.R. Sealdah and recorded in Book No 1, C.D Volume No. 1606-2019 Pages from 193722 to 193761, Being No. 160605174 for the year 2019.

AND

Mr./Mrs./Ms.....son/wife/daughter
of (having PAN-, by

Religion-....., by occupation -, by- Indian, resident ofhereinafter referred to called as the “**PURCHASER/S**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, successors, legal representatives, administrators and assigns) of the **SECOND PART**.

AND

M/S ROY & PAL PROJECTS INDIA PRIVATE LIMITED, (PAN – **AAFRCR4034D**), a Private Limited Company having its registered office at 16, Park Avenue, Modern Park, Santoshpur, Police Station – Purba Jadavpur now Survey Park, Kolkata – 700 075, in the District of South 24- Parganas, being Represented by its Directors namely **(1) SRI BIPASH ROY, (PAN- AIYPR6763R)**, son of Late Swadesh Ranjan Roy, by Caste – Hindu, by occupation–Business, residing at 39, Park Avenue, Police Station – Purba Jadavpur now Survey Park, Kolkata – 700 075 and **(2) SRI ASIM PAL, (PAN- AFQPP6941N)**, son of Late Adhir Chandra Pal, by caste Hindu, by occupation – Business, residing at 16, Park Avenue, Police Station – Purba Jadavpur now Survey Park, Kolkata – 700075, in the District of South 24- Parganas, hereinafter known and referred to as the “**DEVELOPER/THIRD PARTY**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include the successor-in-office and assigns) of the **THIRD PART**.

WHEREAS after partition of India the, Anindya Kumar Biswas, since deceased, son of Late Jnanada Ranjan Biswas and another Sri Nanigopal Biswas, since deceased, son of Late Jnanada Ranjan Biswas came down to the State of West Bengal from East Pakistan presently, known as Bangladesh, in and around the year 21/04/1950, and

occupied the Schedule property mentioned and written here under and started staying herein permanently after constructing the necessary structure or structures thereon.

AND WHEREAS the then Government of West Bengal so as to solve the rehabilitation problem of the vast number of refugees hailed from the then East Pakistan, have /had acquired landed properties under District 24- Parganas at present, South 24- Parganas under P.S. – Jadavpur from different Mouza and for the aforesaid reason the Government of West Bengal to rehabilitate ANINDYA KUMAR BISWAS, since deceased, and NANI GOPAL BISWAS, since deceased along with other refugees too had acquired some portion of land at Mouza – GARFA.

AND WHEREAS the Government of West Bengal after having acquired landed properties for the rehabilitation purpose of the refugees had formed a Department named in the style of “THE REFUGEE RELIEF & REHABILITATION DEPARTMENT” and handed over all the acquired landed properties for the rehabilitation purpose of the refugees to the said department.

AND WHEREAS after completion of the necessary land surveying works of “THE REFUGEE RELIEF & REHABILITATION DEPARTMENT” prepared a “MAP” and earmarked each of the plot of the inhabitant of the said colony committee by issuing the necessary “GOVERNMENT ENUMERATION PLOT NUMBER” or E.P. No: 38 & SP No. 37 and C.S. PLOT NUMBER No:192 (P), 193(P) & 195 (P) in respect of each and every pieces and parcel of landed properties being occupied by a refugee individually and /or in respect to the plot of land occupied by the respective inhabitants or occupiers to the said colony.

AND WHEREAS "THE REFUGEE RELIEF & REHABILITATION DEPARTMENT" allotted the Government E.P.No:38, SP 37, C.S. Plot No: 192 (P), 193(P) & 195 (P), J.L. No. 19, Mouza – GARFA, K.M.C. Premises No: 57, Pratapgarh (earlier Pratapgarh Colony), P.O.- Santoshpur (Sub Post Office Garfa), corresponding to mailing address E-38, Pratapgarh, under P.S. – erstwhile Kasba now Garfa, Kolkata – 700 075, in favour of ANINDYA KUMAR BISWAS, since deceased, and NANI GOPAL BISWAS, since deceased, and the said department for and on behalf of the Government of West Bengal regularized the said name as one of the occupier of the said plot of land measuring about 3 (three) Cottahs 08 (Eight) Chittack 22.5 (Twenty Two Point Five) Sq.ft. be the same little more or less, more fully particularly described in the Schedule "A" herein below.

AND WHEREAS by Deed of Gift 2nd day of January, 1991, the Governor of the State of West Bengal gifted the said plot of land to said ANINDYA KUMAR BISWAS, since deceased, and NANI GOPAL BISWAS, since deceased, which was duly registered in the Office of the Additional District Registrar, Alipore, 24 Parganas (South) and recorded in Book No. 1, Volume No. 7, Pages 65 to 68, being No: 17 for the year, 1991.

AND WHEREAS after obtaining the said plot the said ANINDYA KUMAR BISWAS died intestate on 19/06/2002 during possession and enjoyment of the said land with structure leaving behind the Owners herein as his legal heirs as per Hindu Succession Act, 1956.

AND WHEREAS the said NANI GOPAL BISWAS, unmarried single died intestate on 04/01/2008 executed a registered Deed of Gift, being No. 13926/07, dated. 12/04/2007 in favour of (1) MR. RANEN BISWAS and (2) MR. MANOJKUMARBISWAS and enjoying peacefully without

any hindrance and encumbrances from any corner whatsoever.

AND WHEREAS after demise of the said ANINDYA KUMAR BISWAS and NANI GOPAL BISWAS, the party of the first part became the joint owners of the said plot of land measuring about 3 (three) Cottahs 08 (Eight) Chittack 22.5 (Twenty Two Point Five) Sq.ft be the same a little more or less, along with the structure standing thereon and duly mutated their name in the record of the Calcutta Municipal Corporation now known as Kolkata Municipal Corporation and paying the taxes regularly and the said Corporation allotted Assessee No: 311043300573.

AND WHEREAS the Vendors / Owners thus seized possessed of and in enjoyment of their afore said property measuring 3 (three) Cottahs 08 (Eight) Chittack 22.5 (Twenty Two Point Five) Sq.ft be the same a little more or less land with the structure standing thereon.

AND WHEREAS with a view to develop the Schedule property and to erect multistoried building therein the Developer/ Developer herein have decided to undertake the charge of such constructional and development work of the Schedule Property and accordingly the Developer and the Land owner have entered into a Development Agreement which was registered in the Office of A.D.S.R. Sealdah / Alipore, D.S.R. Alipore recorded in Book No:, Volume No:, Pages from to being No:..... For the year and also entered a Registered Power of Attorney dated which was registered in the Office of A.D.S.R. Sealdah / Alipore, D.S.R. Alipore recorded in Book No:, Volume No:, Pages from to being No: For the year By virtue of Development Agreement dated made by and between the present landowner therein referred to as the Developer of the One Part. The Developer herein have

agreed to promote the said premises and pending the completion of Sale taken the right of development and construction of building consisting of several flats therein all that the said premises for all the consideration and on the terms and conditions contained therein.

The Developer / Developer has formulated a Schedule thereby in inter-alia :

1) The person or persons desirous of owing and / or acquiring unit or constructed portion in the said building to be constructed in the said property shall enter into an Agreement for acquiring and / or having constructed or completed the flat / Superstructures of the flat together with proportionate share in the said premises at the agreed price.

2) In order to enable the person or persons desirous to acquire own the units / constructed portion and common part and facilities in the said building as such person shall get units/ constructed on portion of the said property in accordance with the sanctioned plan No.....dtd. of the Kolkata Municipal Corporation and simultaneously obtained Completion Certificate from the Kolkata Municipal Corporation having Certificate No:..... dtd.

3) For the purpose of construction completion and finishing of such unit / constructed portion Purchasers shall nominate the Developer and / or nominee herein to construct, to erect to complete and finish the said unit / constructed portion and other common parts for which the said person shall pay an agreed consideration as any by way of cost of construction and completion.

4) The Developer and / or its nominee shall construct other unit / constructed portion for other perspective buyers and agreed to acquire

the same and the common parts in accordance with the plan sanctioned by the Kolkata Municipal Corporation with such verification and modification as may be necessary by the Developer after getting approval from the Purchasers as per terms and condition.

AND WHEREAS That Developer agreed to sell and transfer from the Developer's Allocation in favour of the Purchasers and the Purchasers hereby agrees to purchase / acquire a self-contained residential flat being **Unit No. situated on the..... Floor**

facing of the G + III /Straight III storied building **WITH / WITHOUT LIFT FACILITY** consisting ofbed rooms, bath room, kitchen, dining cum drawing room, W.C.

mentioned in the Second Schedule herein above written having a super built up area of **Sq.ft.** (approx.) more or less alongwith **One Car parking Space** on the **Ground Floor, Facing Separate** measuring **Sq.ft. super built up area** more or less together with undivided

proportionate share of **ALL THAT** piece and parcel of BASTU land measuring about of 3 (three) Cottahs 08 (Eight) Chittack 22.5 (Twenty Two Point Five) Sq.ft bethe same a little more or less along R.T.S.

100 Sq.ft. situated lying at Premises No: 57, Pratapgarh (earlier Pratapgarh Colony), P.O. – Santoshpur (Sub-Post Office –Garfa), also the postaladdress E-38, Pratapgarh, under P.S. –erstwhile Kasba now

Garfa, Kolkata – 700 075, District 24- Parganas in E.P. No: 38, SP 37, C.S. Plot No: 192 (P), 193(P) & 195 (P), J.L. No. 19, Mouza-GARFA,

more fully and particularly described in the First Schedule hereunder written within the limits of the then Kolkata Municipal Corporation

Ward No: 104, District South 24 Parganas Assessee No: 311043300573 of the said unit more fully described in the Second

Schedule herein below at and for a consideration of Rs./- (Rupees/-.) only. Such sum shall be paid by the Purchasers to the Developer in the manner mentioned in Part – I of the Agreement for Sale with the right to get the flat more fully described in the Second Schedule herein below completed to make habitable self-contained ownership flat by the Developer.

AND WHEREAS as per terms and conditions of the said agreement for Sale, the Purchaser/s herein has / have paid the said entire consideration amount of Rs......./- (Rupees/-.) only to the Developer herein before execution of the indenture and the Developer herein received and acknowledged the same as per Memo of Consideration written hereunder.

NOW THIS INDENTURE WITNESSETH as follows:

THAT in pursuance of the said agreement and in consideration of the said sum of Rs./- (Rupees/-.) only being true and lawful money of the Union of India paid by the PURCHASERS to the Developer herein on or before execution of these presents, (the receipt whereof the DEVELOPER herein has admitted and acknowledged as per the Memo of Consideration written hereunder) towards the costs of the flat and the proportionate land value of the Schedule „A“ premises, the Developer herein DOTH hereby forever release, acquit, exonerate, sell, convey, transfer and discharge the PURCHASERS in respect of ALL THAT piece and parcel of BASTU land measuring about of 3 (three) Cottahs 08 (Eight) Chittack 22.5 (Twenty Two Point Five) Sq.ft be the same a little more or less along

R.T.S. 100 Sq.ft. situated lying at Premises No: 57, Pratapgarh (earlier Pratapgarh Colony), P.O. – Santoshpur (Sub-Post Office – Garfa), also the postal address E-38, Pratapgarh, under P.S. – erstwhile Kasba now Garfa, Kolkata – 700 075, District 24- Parganas in E.P. No: 38, SP 37, C.S. Plot No: 192 (P), 193(P) & 195 (P), J.L. No. 19, Mouza – GARFA, more fully and particularly described in the First Schedule hereunder written within the limits of the then Kolkata Municipal Corporation Ward No: 104, District South 24 Parganas Assessee No: 311043300573 (Particularly) mentioned in the respective schedule „B" hereunder written) and delineated in **RED** Border lines in the attached Plan/Map which is the part and parcel of this Indenture, the DEVELOPER **DOTH** hereby grant, convey, sell, transfer, assign and assure absolutely unto the Purchasers **ALL THAT** the impartible undivided proportionate interest in the land of the said Schedule „A" Premises **TOGETHER WITH** the all easement and quasi-easement or other stipulations and provisions for the beneficial use and enjoyment of the said flat (more fully and particularly described in the Schedule „B" hereunder written) along with the right to use the common areas and facilities and installations of the said Building such as open spaces surrounding the Building, main entrance gate, boundary wall, staircase, landings lobbies, roof of the top floor of the building, underground and overhead water reservoir, septic tank, drainage, sewerage, common meter spaces, pump room (with the absolute ownership right of all sanitary, fittings, fixtures, windows, grills, electrical wiring lighting) pipe line, lighting on common passages, plumbing installations common water tap and other common accessories of the said Building more fully described in the Schedule ‘C’ hereunder written in common with all other

owners or occupiers of the flats of the building for the purpose of uninterrupted ingress, egress and use of the said property **OR HOWSOEVER OTHERWISE** the said property now are or is or at any time heretofore were, was, situated, butted bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all yards, compounds, areas and other rights lights, liberties, easements, privileges, appendages, appurtenances benefits and advantages, whatsoever belonging or in anywise appertaining to or usually held and occupied, enjoyed, accepted or reputed to belong or appurtenant thereto **AND** the reversion on reversions, reminders and the rents, issues and profits thereof and every part thereof **AND** all the estate right, title, interest, inheritance use, trust, property and possession claim and demands, whatsoever upon the Second Schedule mentioned flat both at law and in equity of the DEVELOPER unto and upon or in respect of the said property or every part thereof **AND** all deeds, muniments, writing / writings and other evidence of title exclusive relating to or concerning the said property or any part thereof which now are or is or at any time or times shall or may be in possession custody or power of the DEVELOPER herein and can or may procure the same without any action or suit of law or in equity **TO HAVE AND TO HOLD** the said property here by sold unto the Purchasers and forever delivered and transferred the said flat mentioned in the Schedule „B" here under written which is absolute free from all encumbrances, trusts, liens, impendences, attachments claims and demands **WHATSOEVER** and the property thus purchased by the PURCHASER/S and the Purchaser/s along with his all heirs, executors, successors shall have right to use, occupy and possess the flat absolutely together with the common parts in common with

other co-owners, PURCHASER/S of the said Building and such common parts being occupiers of the common parts described in the respective schedule here under **AND** the Purchasers shall use, occupy, possess, let out and also shall have right to sell, convey, transfer, gift, lease, mortgage, convey or dispose of the said flat and the undivided proportionate share of said land and some common restrictions upon the Purchasers along with other PURCHASER/S of the flat for the development and maintenance of the said property for future benefits of the Purchasers and other owners and occupiers of the building **AND** also subject to the PURCHASERS paying and discharging the payment of all taxes and other impositions of the said flat wholly and the said Building proportionately.

THE DEVELOPER, DO HEREBY COVENANT WITH THE PURCHASERS as follows :-

a) **THAT NOTWITHSTANDING** anything hereto before done or suffered to the contrary the DEVELOPER have good and absolute right, title and authority to sell convey and transfer the schedule mentioned property free from all encumbrances, charges, liens, lispens, demands and claims whatsoever particularly described in the Schedule hereunder written and all right, privileges and appurtenances thereunto belonging and hereby sold, conveyed and transferred and that the DEVELOPER has not done or knowingly suffered anything whereby the property may be encumbered effected or impeached in estate title or otherwise.

b) That the DEVELOPER shall and will at all times indemnify and keep indemnified and keep harmless the PURCHASER/S against all claims, demands, whatsoever in respect of the said property hereby sold and conveyed and make good the Purchasers of all losses, costs and

expenses that may be accrued or be incurred by reason of any defect, deficiency that may be found or detected in right, title and interest in the said property and forming the same right.

c) That the Purchasers shall henceforth peacefully and quietly hold possess and enjoy the rents, issues and profits desirable from and out of the said property hereby sold without any lawful eviction interruption, hindrances, claims or demands whatsoever from or be the DEVELOPER herein or any other person or persons claiming through or under entrust for the DEVELOPER and without any lawful let, hindrances and interruptions or disturbances by any person / persons whatsoever.

d) That all the rates, taxes and revenues and other impositions payable in respect of the said flat hereby sold have been fully paid by the DEVELOPER unto the date hereof and if any portion of such be found to have been remain unpaid for the period unto the date hereof, the same shall be decreed to be the liability of the DEVELOPER and realizable from the DEVELOPER herein, but after handing over the possession in respect of the said flat by the DEVELOPER to the Purchaser/s herein, all the obligations are to be complied by the Purchasers herein.

e) That the DEVELOPER herein shall at all times do and execute at the costs and expenses of the PURCHASERS all such further acts, deeds and things and assurances as may be reasonably required by the Purchasers for the better or further affecting and assuring the conveyance hereby sold and conveyed.

f) That the Purchasers with the other owners of the flat shall form owners" association of the said building and shall become the members

of the owners" association to be formed with other co-owners or occupiers of the said premises for the better maintenance of the Building and shall bear the common expenses in every month proportionately and also shall provide the necessary subscription as would be imposed and also shall abide by all the regulations of the said society or association.

g) That the DEVELOPER herein jointly and severally has handed over today the respective copy of deed or other papers for inspection by the Purchasers or other statutory authority in future, if required for the mutation and other related works.

THE PURCHASERS BOTH HEREBY COVENANT WITH THE DEVELOPER HEREIN:

1) That upon delivery of possession of the flat hereby sold, the Purchasers herein shall be entitled to use and possess the same and every part thereof exclusively and to the rent issues and profits thereof.

2) That the Purchaser/s shall pay all the Municipal rates and taxes and other outgoings proportionately in respect of the said flat mentioned in the Schedule 'B' herein from the date of execution of this deed of conveyance.

3) That the Purchaser/s shall also apply for and mutate his name as the owner in respect of the said flat hereby sold before the appropriate concerned authority at his own costs and the Purchasers herein shall pay all taxes.

4) That the Purchaser/s since this day provide all and punctually contribute and pay month by month and every month the proportionate share of the costs expenses and outgoings, if any, including the maintenance service charges.

- 5) That the Purchaser/s shall keep with other co-owners all sewers drains, pipes, passages, staircase, maintenance, serving the said property in good condition jointly with the other owners of flat.
- 6) That the Purchaser/s shall be entitled to make addition and alteration and renovation and as well as interior decoration of the said flat without causing any damage to the other portion of the building or increasing structural load or structural change of any part of the building which may cause damage to the main building with the consent of the said owners' association if necessary. The Purchaser/s shall not pull down any wall or roof so that the other portion of the said building may be damaged or fall down or become insecure. Nothing can be done on the common wall except internal color or plastering / repair works.
- 7) Save and except the said flat hereby sold, the Purchasers shall have no exclusive claim or right of any nature or kind over or in respect of all other areas of the said building except what have been granted to them by this conveyance in common with the inhabitants of the other apartments more particularly described in Schedule „B“ hereunder written. That subject to the above terms and conditions the Purchasers of the said flat shall be entitled to exclusive use and absolute enjoyment thereof without any interruption by the DEVELOPER or any other person or persons.
- 8) That the said flat hereby granted or sold, transferred and conveyed shall be heritable and transferable.

THE DEVELOPER covenants with the Purchasers also as follows :-

- a. As per West Bengal Apartment Act the Purchasers is the absolute owner of the flat of the building and will enjoy all the common liabilities such as water supply from overhead tank, sewer line, the sanitary function

including proportionate right of water tank, common stair case, roof right etc.

b. The maintenance charges for the above items (common items) will be borne proportionately by the Purchasers along with other flat owners / occupiers.

c. The Purchasers shall bear the proportionate costs of repairs of the sewers and drain, main water supply and also proportionate cost of repair of outside walls and common passages.

PROVIDED ALWAYS it is hereby agreed and declared by and between the parties hereto that the Purchasers shall observe and comply with and carry out the stipulations and obligations hereunder set out as follows:

1. The right of the DEVELOPER for support and protection for other portion of the said building now conveyed to the Purchasers.
2. The right of the DEVELOPER, in common with the PURCHASERS to electricity, telephone, water connection and the soil pipes or other parts of the building not conveyed and transferred to the Purchasers through or over the said flat of building granted to the Purchasers.
3. The Purchasers shall keep the said flat hereby sold, conveyed, and its walls, sewers, drains and pipes belonging or appertaining thereto in such state and condition so as to support and protect the other part of the building not sold to the Purchasers and the Purchasers shall keep at his own costs and expenses the common areas and facilities of the said new building in proper repair and condition and wind and water tight.
4. The Purchasers shall not be entitled to claim any partition or division, separate or demarcation of the common areas, installations

fittings of the building as the same shall always remain common impartible, undivided and the PURCHASERS with other co-owners of the building shall enjoy or use the same for the common purposes.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Land)

ALL THAT piece and parcel of BASTU land measuring about of 3 (three) Cottahs 08 (Eight) Chittack 22.5 (Twenty Two Point Five) Sq.ft be the same a little more or less along R.T.S. 100 Sq.ft. situated lying at Premises No: 57, Pratapgarh (earlier Pratapgarh Colony), P.O. – Santoshpur (Sub-Post Office –Garfa), corresponding to postal Premises No: E-38, Pratapgarh, under P.S. – erstwhile Kasba now Garfa, Kolkata – 700 075, District 24- Parganas in E.P. No: 38, SP 37, C.S. Plot No: 192 (P), 193(P)& 195 (P), J.L. No. 19, Mouza – GARFA, more fully and particularly described in the First Schedule hereunder written within the limits of the then Kolkata Municipal Corporation Ward No: 104, District South 24 Parganas Assessee No: 311043300573 the same is butted and bounded in the manner follows :-

- On the NORTH** :: E.P. No: 37;
- On the SOUTH** :: 15“ft wide Colony Road ;
- On the EAST** :: 16“ft wide Colony Road ;
- On the WEST** :: E.P. No: 37;

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flat along with One Car Parking Space)

ALL THAT the Unit No. situated on the..... **Floor** facing **Marble flooring approaching** Road 16“ft of the G+III storied building consisting of (.....) bed rooms, (.....) bath room, (.....), (.....) kitchen, (.....) dining room, (.....) Living Room and (.....) W.C. having a super built up area of.....**Sq.ft.** (approx.) along with **One Car Parking Space** on the **Ground Floor**, measuring more or less Sq.ft., (if allotted) of the Premises No: 57, Pratapgarh (earlier Pratapgarh Colony), P.O. – Santoshpur (Sub-Post Office –Garfa), corresponding to postal Premises No: E-38, Pratapgarh, under P.S. – erstwhile Kasba now Garfa, Kolkata – 700 075, District 24- Parganas , within the limits of the Kolkata Municipal Corporation Ward No: 104, the said flat shall be delivered to the PURCHASER by the Developer within (.....) months from the date of agreement and on all payments mentioned in the 3rd Schedule. The flat owner shall have the common right on the said open terrace and roof.

THIRD SCHEDULE ABOVE REFERRED TO

Description of the Common Portions:

1. Main stair-case on all floors alongwith LIFT / WITHOUT LIFT.
2. Main Stair-case landings in all floors.

3. Main entrance gate, side spaces, back spaces and common passage leading to main entrance gate.
4. Water pump, under ground and overhead water reservoir, tank, tube-well, K.M.C. Water connection, distribution pipe line and common enjoyment of roof and right to set on T.V. antennas, drying cloths and no further leading on the roof will be allowed.
5. Electricity, electric connections pipe connections, pipe lines electric sub-station electric wiring electric meter, electric sub-meter, all electrical fittings and fixtures, appliances, equipments, lighting to all common areas and other installations.
6. Drainage, sewerage connections, pipe connections and lines.
7. Pump House and meter room below the staircase.
8. Boundary walls and main entrance gate with all the joint, joists, pillar, column, common wall, partition wall and other easement or quasi easement rights.
9. Land underneath of the said Building and appurtenant thereto with lawn and gardens, if any.
10. Such common parts, areas, equipments, installations, fixtures, fittings and other spaces as well as the ultimate roof and terrace in or around the said building as are necessary for passage user and occupation of the units / flats in common parts of the said Building.

Common expenses :

- a) Repairing and maintenance costs of the outside of the Buildings boundary walls, alongwith Lift to be borne proportionately with other owners.
- b) Common meter.

- c) Tax bills for common areas proportionately.
- d) Proportionate maintenance costs of the building.
- e) Proportionate costs of pump and maintenance thereof.
- f) Proportionate costs of common electricity.
- g) Proportionate costs of salary of Night guard / security staff.
- h) Proportionate Municipal taxes and other taxes and outgoings including surcharges, interest, imposition etc.
- i) The capital or recurring expenditure for replacement repairing and rebuilding of the said portion and the said building and/or common facilities.
- j) Such other proportionate expenses as are deemed by the Society necessary or incidental for the maintenance and upkeep and better use of the said building / said portion.

D E T A I L S

That the Developer will provide the facilities and / or use in the construction of the said flat the materials as under :

- a) The building shall be R.C.C framed structures as per design of the Architect.
- b) All exterior bricks work shall be 8" thick with bricks of approved quality in cm (1:6). All partitions shall be 3" thick with bricks of the approved quality in C.M. (1:4).
- c) All rooms and verandah are laid with marble and to skirting of 4" height Kitchen will have also marble floor and dado with Glazed tiles.

In toilet marble floor and to Dado 6" height Glazes tiles Finish and in W.C. marble floor and to Dado 6" height Glazed tiles.

- d) The outside of the building will have plaster $\frac{3}{4}$ " thick (average) whereas the inside and the ceiling plaster will be $\frac{1}{2}$ " thick (average).
- e) Main entrance door will be commercial flash door outside with teak ply and polished Sal wood frame as approved by the Architect 8" long tower – bolt from inside and telephonic peep-hole and number plates on the top of the entrance door and electric bell and brass handle from outside 3 Nos. Oxidized hinges and night latch of standard make and other doors will be of commercial flash door painted both side and sal wood frame as per the design of the Architect and Aluminium toward bolt 8" long from inside. And window shall be of steel casement type with M.S. Flat Guard.
- f) The whole roof will be neat cemented to make it water proof and to avoid any future damage of the roof.
- g) The all outgoing taxes over the said unit will be borne by the Developer till the period of hand over the unit to the Purchasers.

The building shall be painted externally with snowcem.

The inside of the building shall have plaster of Paris finish. Kitchen will have cooking platform 1'-6" ft. wide granite slab and one sink with tap. Toilets will be one bath and W.C. – One Western Type oneshower, one tap, one W.C. (Western type) with one tap and one shower.

Wash basin will be provided in dining hall.

Electrical installations – 2 light points, 2 Nos. fan point and a plug point in drawing and dining, (b) one fan point, 3 Nos. light

points and a plug point in bed rooms, (c) 3 Nos. Point each in toilet and kitchen and one Geyser point in bath room, (d) all wiring will be as per existing regulation and concealed type, (e) 1 (One) A.C. Point in all bed rooms.

Overhead reservoir will be provided at top as per the design. Suitable electrical pump with motor will be installed at ground floor to deliver water from semi-underground reservoir. Stair case will also be marble finish.

Additional facilities, if any additional work is done in difference of costs is to be paid by the Purchasers as per the estimate any by the Consultant Engineer.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the Land Owner at Kolkata in the
Presence of :

01.

02.

As lawful constituted Attorney
of the Land owner herein

LANDOWNER

SIGNED, SEALED AND DELIVERED

By the Developer at Kolkata in the
Presence of :

01.

02.

PURCHASER/S

DEVELOPER

MEMO OF CONSIDERATION

RECEIVED on and from the within named Purchasers the within mentioned sum of Rs./- (Rupees.....) only being the total consideration price in respect of the flat along with one open joint use car parking space mentioned in the respective Second Schedule hereinabove, by following manner:

<u>Date</u>	<u>Cheque No</u>	<u>Bank & Branch</u>	<u>AMOUNT</u>
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WITNESSES :

01.

02.

ROY & PAL PROJECTS INDIA PVT. LTD.

Asim Pal

Director.

Signature of the DEVELOPER