

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of Two
Thousand Twenty A.D.

B E T W E E N

1) MR. SEKHAR KAR, PAN AEWPK5944H, **2) MR. SISIR KAR**, PAN- AFGPK3684K, **3) MR. SAMAR KAR**, PAN- ERUPK3081A, **4) MR. SAMIR KAR**, PAN- CLCPK9529B, all are Sons of Late Sanat Kar, all are by faith- Hindu, by Nationality- Indian, by occupation- Business, all are residing at Udayrajpur, Hemanta Basu Sarani, P.O. & P.S.- Madhyamgram, Dist.- North 24 Parganas, Kolkata- 700 129 hereinafter called and referred to as the **“OWNERS/VENDORS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

The Owners/Vendors herein represented by their Constitute Attorney, **SRI ARNAB DEBNATH**, PAN- BZUPD9804P, Son of Sri Haridas Debnath, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 381, B.C. Sen Road, Saktipur, P.O.- Agarpara, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700 109, Sole Proprietor of **P.M. INFRACON** a Proprietorship Business having it's Office at 381, B.C. Sen Road, Saktipur, P.O.- Agarpara, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700 109, by virtue of a Registered Development Power of Attorney being No. 150305085 for the year 2018, registered at the office of A.D.S.R. Barasat, North 24 Parganas, on 24/07/2018 and recorded in Book No. I, Volume No. 1503-2018, copied in pages from 156854 to 156895 at the aforesaid Registry Office.

AND

....., PAN NO., Son of, by faith- Hindu, by Nationality- Indian, by occupation-, residing at hereinafter called and referred to as the **“PURCHASER”** (which expression shall unless otherwise

excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

AND

P.M. INFRACON a Proprietorship Business having its Office at 381, B. C. Sen Road, Saktipur, P.O.- Agarpara, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700 109 represented herein by its Sole Proprietor :-

SRI ARNAB DEBNATH, PAN- BZUPD9804P, Son of Sri Haridas Debnath, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 381, B.C. Sen Road, Saktipur, P.O.- Agarpara, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700 109,

herein after called and referred to as the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-office, administrators, legal representatives and/or assigns) of the **THIRD PART**.

WHEREAS all the Owner/Vendors herein jointly purchased a plot of land measuring more or less 4 Cottahs 14 Chittaks 31 Sq.ft. or 8 Satak lying and situate at **Mouza- Udayrajpur**, J.L. No. 43, comprised and contained in **R.S. Dag No. 836** under R.S. Khatian No. 305 within the jurisdiction of Madhyamgram Municipality, P.S.- previously Barasat now Madhyamgram, A.D.S.R.O. Barasat, District- North 24 Parganas more fully described in the First Schedule below, by virtue of a Sale Deed being No. 5622 for the Year 1972, registered at the Office of S.R. Barasat on 10/07/1972, recorded in Book No. I, Volume No. 71, Written in Pages from 101 to 105, from one Sri Tarak Nath Sen, Son of Late Upendra Chandra Sen.

AND WHEREAS by the above mentioned way all the Land Owners/Vendors herein became the absolute joint Owners of the aforesaid landed property more fully described in the First Schedule below and duly mutated their names with the Assessment Register of the Madhyamgram Municipality and they also recorded their names in L.R. R.O.R. Thereafter the Owners/Vendors herein by paying rents and taxes to the Offices concern they lawfully jointly seized and possessed the

aforesaid property without any interruption of others and the Owners/Vendors herein have the absolute right, title and interest on the aforesaid landed property and the same bears a good and marketable title and free from all encumbrances.

AND WHEREAS the Owners/Vendors were desirous of development of the aforesaid property by raising a multi storied building upon the said property, more fully and particularly described in the First Schedule herein below, consisting of several numbers of self contained and independent flats, shops, garages, but shortage of funds and experts the Owners/Vendors had approached to one Developer, ***M/S. SUDHA ENCLAVE***, a Partnership Firm engaged in the carrying out of construction of buildings for commercial as well as residential purposes, having it's Principal of Business at Premises No. 10F, Seven Tanks Lane, P.O.- Ghugudanga, P.S.- Sinthee, District- North 24 Parganas, Kolkata- 700 030, represented by it's Partners namely :- ***1. MR. GOPINATH GANAGULY***, Son of Late Gopal Chandra Ganguly and ***2. MR. ASHOKE ROY***, Son of Mr. Joydeb Chandra Roy, to carry on construction of the said multi storied building upon the said property of the Owners/Vendors and the Developer had also agreed with the said proposal of the Owners/Vendors.

AND WHEREAS by virtue of a Registered Development Agreement being No. 150300613 for the year 2016, registered at the Office of A.D.S.R. Barasat, North 24 Parganas on 29/01/2016, recorded in Book No. I, Volume No. 1503-2016, copied in pages from 15342 to 15399, the Owners/Vendors had authorised the aforesaid Developer, ***M/S. SUDHA ENCLAVE*** for construction of a multi storied building upon the said property as per plan to be sanctioned by Madhyamgram Municipality, on the terms, conditions & considerations mentioned in the said agreement. The Owners/Vendors also by virtue of a Registered Development Power of Attorney being No. 150300621 for the year 2016, registered at the office of A.D.S.R. Barasat, North 24 Parganas, on 29/01/2016 and recorded in Book No. I, Volume No. 1503-2016, copied in pages from 16010 to 16040 had also authorised the Developer to enter into agreement for sale of the flats, shops, garages etc. to be constructed upon the said property allotted in the Developer's allocation.

AND WHEREAS said Developer got prepared a plan for construction of a multi storied building upon the said property but due to some unavoidable

circumstances the said agreement has not been materialised in terms of the said agreement.

AND WHEREAS accordingly the Owners/Vendors herein subsequently changed their mind that they would now allow anybody else to erect a multi storied building over the First Schedule below property and as such both the parties made request to each other to cancel the said Registered Development Agreement being No. 150300613 for the year 2016, registered at the Office of A.D.S.R. Barasat, North 24 Parganas on 29/01/2016, recorded in Book No. I, Volume No. 1503-2016, copied in pages from 15342 to 15399 and also the said Registered Development Power of Attorney being No. 150300621 for the year 2016, registered at the office of A.D.S.R. Barasat, North 24 Parganas, on 29/01/2016 and recorded in Book No. I, Volume No. 1503-2016, copied in pages from 16010 to 16040. And accordingly for cancelling the aforesaid Development Agreement and Development Power of Attorney, one Cancellation of Development Agreement being No. 150305071 for the Year 2018, registered at the Office of A.D.S.R. Barasat, North 24 Parganas, on 24/07/2018, recorded in Book No. I, Volume No. 1503-2018, copied in pages from 164418 to 164456 and another Cancellation of Development Power of Attorney being No. 150300534 for the Year 2018, registered at the Office of A.D.S.R. Barasat, North 24 Parganas, on 24/07/2018, recorded in Book No. IV, Volume No. 1503-2018, copied in pages from 12905 to 12940, were executed and registered in between both the Owners/Vendors herein and also the said Developer, ***M/S. SUDHA ENCLAVE.***

AND WHEREAS on the aforesaid unwanted situation all the Owners/Vendors herein are desirous of complete development work upon the said property, according to the building plan to be sanctioned by Madhyamgram Municipality but shortage of funds and experts the Owners/Vendors have approached to the present Developer herein, ***P.M. INFRACON*** a Proprietorship Business having it's Office at 381, B.C. Sen Road, Saktipur, P.O.- Agarpara, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700 109 represented herein by it's Sole Proprietor :- ***SRI ARNAB DEBNATH***, Son of Sri Haridas Debnath, in place of said previous Developer to a multi storied building over the aforesaid property, morefully and particularly described in the First Schedule herein below, according to the building plan to be sanctioned by Madhyamgram Municipality and as per specification with floor, plans, elevation section, made in compliance with the

statutory requirements in the said plot of land at the cost of the Developer on the certain terms and conditions and the Developer herein has also agreed with the said proposal of the Owners/Vendors.

AND WHEREAS by virtue of a Registered Development Agreement being No. 150305080 for the year 2018, registered at the office of A.D.S.R. Barasat, North 24 Parganas, on 24/07/2018 and recorded in Book No. I, Volume No. 1503-2018, copied in pages from 156782 to 156836, the Owner/Vendor has authorised the aforesaid Developer herein, **P.M. INFRACON** for construction of a multi storied building upon the said property as per plan to be sanctioned by Madhyamgram Municipality, on the terms, conditions & considerations mentioned in the said agreement. The Owners/Vendors also by virtue of a Registered General Power of Attorney being No. 150305085 for the year 2018, registered at the office of A.D.S.R. Barasat, North 24 Parganas, on 24/07/2018 and recorded in Book No. I, Volume No. 1503-2018, copied in pages from 156854 to 156895, have also authorised the said Developer to enter into agreement for sale of the flats, shops, garages etc. to be constructed upon the said property allotted in the Developer's allocation.

AND WHEREAS the Developer herein **P.M. INFRACON** got prepared a plan for construction of a multi storied building upon the said property and after getting sanction of the said building plan from the Madhyamgram Municipality, vide No., dated, duly constructed a multi storied building upon the said property according to the aforesaid sanction building plan, consisting of several numbers of self contained and independent flats, shops, office spaces, garages alongwith common parts, common amenities, common facilities relating thereto (hereinafter referred to as the **SAID BUILDING** and the said building named as **SANKAR APARTMENT**) for residential and commercial purpose.

AND WHEREAS during construction of the said building the Purchaser herein has inspected as to the title of the property, the Development Agreement, Power of Attorney executed between the Vendors and the Developer herein, Sanctioned Building Plan, and all other relevant papers and has made searching on the title of the Vendors in respect of the said property and being satisfied on physical inspection in the said Flat in question, he has already entered into and executed an Agreement for Sale on with the Vendors as well as the Developer herein, and according to that agreement the Purchaser herein has

agreed to purchase and the Vendors as well as the Developer herein have agreed to sell from the Developer's Allocation **ALL THAT** a self contained and independent, residential **Corner** Flat identified by **Flat No.** on the **Floor** of the aforesaid multi storied building namely **SANKAR APARTMENT** measuring a **Super built-up** area of **Sq.ft.** be the same a little more or less details of which have been described in the **SECOND SCHEDULE** written hereunder and hereinafter be referred to as the **SAID FLAT** togetherwith undivided, undemarketed, impartible, proportionate share of the land as described in the **FIRST SCHEDULE** written hereunder, shown in the annexed map of the floor and marked **RED** therein **TOGETHERWITH** the common areas, facilities, amenities of the said building morefully and particularly described in the **THIRD SCHEDULE** hereunder written at a total consideration of **Rs./- (Rupees)** **only** free from all sorts of encumbrances on the basis of the terms and conditions hereunder written.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :-

In pursuance of the said agreement and in consideration of **Rs./- (Rupees)** **only** paid by the Purchaser herein to the Developer herein in the manner stated in the memo of consideration appended below (the receipt whereof the Developer doth hereby receipt hereunder written admit and acknowledge and from the same and every part thereof) the Vendors as well as the Developer herein do and each of them doth hereby acquit, release and forever discharge the undivided, undemarketed, impartible, proportionate share of the land morefully described in the **FIRST SCHEDULE** hereunder written and also the Flat being **Flat No.** to the Purchaser herein. The Vendors herein doth hereby sale, grant, transfer, convey, assign and assure unto the Purchaser herein **ALL THAT** the undivided, undemarketed, impartible, proportionate share of the land morefully described in the **FIRST SCHEDULE** hereunder written in **ALL THAT** piece and parcel of land containing area of more or less **4 Cottahs 14 Chittaks 31 Sq.ft.** as well as the said Flat being **Flat No.**, measuring a **Super built-up** area of **Sq.ft.** be the same a little more or less located at **Floor** on **corner** of the said multi storied building namely **SANKAR APARTMENT** lying and situated at **Mouza- Udayrajpur**, J.L. Nos. 43, comprised and contained in **R.S. Dag No. 836**, corresponding to **L.R. Dag No. 2238**, under R.S. Khatian No. 305

corresponding to L.R. Khatian Nos. 3013 to 3016, within the jurisdiction of Madhyamgram Municipality, Ward No. 12, Holding No. 173, Hemanta Bose Sarani, P.S.- Madhyamgram, A.D.S.R.O. Barasat, District- North 24 Parganas, Kolkata-700 129, details of which have been described in the **FIRST SCHEDULE** written hereunder and delineated in the map or plan hereto annexed and thereon bordered in **RED** (hereinafter referred to as the undivided, undemarketed, impartible, proportionate share of the land, the said Flat) **OR HOWSOEVER OTHERWISE** the said undivided, undemarketed, impartible, proportionate share of the underneath land and said Flat now are or is or at any tie to times heretofore were or was situated, butted and bounded, called, known, numbered, described and distinguished **TOGETHERWITH** all boundary walls, areas, swears, drains, paths, passages, water, water-sources and all manner of ancient and other lights, liberties, rights, easements, privileges, advantages, emolument, appendages and appurtenances, whatsoever standing and being into or upon belonging thereon or any part thereof with which the same now are/is or at any time or times heretofore were or was held, used, occupied, enjoyed, accepted, reputed, deemed taken or know as part parcel or member thereof or appurtenant thereto **AND ALL THE REVERSION OR REVERSIONS, REMAINDER OR REMAINDERS AND THE RENTS** issues and profits thereof and every part thereof and all the estate, right, title, interest, claim use inheritance, trust possession property or demand whatsoever of the Vendors and the Developer herein doth at law or in equity into and upon the said undivided, undemarketed, impartible, proportionate share of the said underneath land and the said Flat **TOGETHERWITH** their rights, liberties and appurtenances, trust and lispens, attachments whatsoever unto the Purchaser herein free from all encumbrances trust and lispens, attachments whatsoever **AND TOGETHERWITH** easements or quasi-easements and other stipulations and provision in connection with the beneficial use and enjoyment of the said undivided, undemarketed, impartible, proportionate share of the land and said Flat **TO HAVE AND TO HOLD** the said undivided, undemarketed, impartible, proportionate share of the underneath land and the said Flat and all other rights, hereby granted, sold, conveyed, transferred, assigned and assured and every part thereof absolutely and forever.

**THE VENDORS AS WELL AS THE DEVELOPER DO AND EACH OF THEM DO TH
HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-**

a) That notwithstanding anything hereto before done or suffered to be done to the contrary, the Vendors as well as the Developer herein to the contrary the Vendors and the Developer herein are lawfully and absolutely seized and possessed or otherwise well and sufficiently entitled to the said undivided, undemarketed, impartible, proportionate share of the land and the said Flat hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.

b) The Vendors as well as the Developer herein have good, rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said undivided, undemarketed, impartible, proportionate share of the land and the said Flat and every part thereof unto and to the use of the Purchaser herein in the manner aforesaid and according to the true intent and meaning of this present.

c) That it shall be lawful for the Purchaser herein at all times hereafter peacefully and quietly to enter into and upon and hold, occupy and enjoy the said Flat and received the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, disturbance, claim or demand whatsoever from or by the Vendors or the Developer or any person or persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said undivided, undemarketed, impartible, proportionate share of the land and the Flat from under through or in trust for the Vendors and the Developer and free, clear and freely and clearly and absolutely acquitted, exonerated and forever discharge or otherwise by the Vendors as well as the Developer herein well and sufficiently saved, defended, kept harmless and indemnified or from the against all charge, lispens and encumbrances whatsoever made, done, executed or knowingly suffered by the Vendors as well as the Developer.

d) That the Vendors as well as the Developer herein all persons having or lawfully or equitably claiming any estate, right, title or interest whatsoever in the said undivided, undemarketed, impartible, proportionate share of the land and in the said Flat from, through, under or in trust for the Vendor and the said Flat from,

through, under trust for the Vendors and the Developer shall and will from time to time and all times hereafter at the request and cost of the Purchaser herein do make acknowledge and execute or cause to be done, made, acknowledge and execute all such further and other acts, deeds, things and assurances whatsoever for further better and more perfectly assuring the said undivided, undemarketed, impartible, proportionate share of the land and the said Flat hereby sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchaser herein as shall or may be reasonably required.

THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDORS AS WELL AS THE DEVELOPER AS FOLLOWS :-

- a) That the Purchaser herein shall maintain at his own cost the said Flat hereby sold and conveyed in good condition.
- b) The Purchasers of different Flats in the said building shall form the Flat Owner's Association or Society and all the Purchasers including the Purchaser herein agreed to observe and comply with all rules, regulations, bye laws of such Association.
- c) The Purchaser herein shall keep at his own expenses inside portion of the said Flat, drains, pipes, cable wires, swears etc. in good tenable repair and conditions. The repairing of the outside cables, pipes, drain, water pump etc. should be undertaken by the Flat Owner's Association or Society from common service charges.
- d) Upon taking possession of the said Flat the Purchaser herein shall be entitled to occupy the said Flat and use the same only for residential purpose. The Purchaser shall at his own costs keep the same in a proper condition and shall observe and comply with all rules and regulations of the Government bodies.
- e) That the Purchaser herein further agreed with the Developer herein and through the Developer with the occupiers of other Flats/Shops/Units in the said building that the Purchaser shall not demolish the said Flat nor shall the Purchaser make any structural addition or alteration in the said Flat without the previous consent in writing of the Developer or the Owner's Association of the

Purchasers as the case may be, except addition/alteration is inside the Flat without disturbing the main structure of the said building.

f) The Common areas which the Purchaser herein is entitled to utilize and the common expenses which the Purchaser has to be born and/or shared have been described in the **Third** and **Fourth Schedules** written hereunder.

g) Upon taking possession of the said Flat the Purchaser herein shall have no claim against the Developer herein in respect of any type of work in the said Flat which may alleged not to have been carried out or completed in accordance with the agreement unless the Purchaser has at or before taking possession communicated the same in writing to the Developer.

h) The Purchaser herein shall at no time be entitled to demand partition of his interest in the said building and/or the said land or portion of flat and it is being agreed that the Purchaser's interest therein are impartible.

i) The all the Purchasers/Owners of the said building including the Purchaser herein shall be liable to bear all the taxes, charges in respect of the said premises and in respect of the said land and the building thereon and common areas, services and facilities thereof proportionately after taking possession of their respective Flat/Unit. The Developer herein shall provide main electric connection and Lift facility of the said new building, and all the Purchasers/Owners of the said building shall pay the proportionate share of the charges for the same unto the Developer. But all the Purchasers/Owners of the said building including the Purchaser herein will arrange their individual Electric Meter by paying the necessary charges to the W. B. S. E. D.C.L., but all electric meters shall be fitted to the place to be provided by the Developer.

j) So long separate arrangement is not made the Purchaser herein shall pay charges for water and electricity for his use and occupation as per demand of the Developer or the Owner's Association as the case may be.

k) The Purchaser herein shall be entitled to use the ultimate open roof, staircase, Lift and other common areas and facilities of the said building

mentioned in the **THIRD SCHEDULE** written hereunder like other Flat Owners of the said building.

l) The Developer herein reserves it's right to fix tower etc. or raise further story upon the roof of the said Multi-storied building in future, if the same is permitted by the Municipality and in that case the right of all the Flat Owners including the Purchaser herein and the Owners/Vendors in respect of roof will be shifted upon the ultimate open roof of the newly constructed floor. But all the Flat Owners including the Purchaser herein, their heirs, executors, administrators, representatives, assigns shall not claim any right for further construction on the open roof of the said building for any purpose.

m) The Purchaser herein shall bear all Municipal taxes and other taxes that may be assessed for her Flat from the date of notice by the Developer herein intimating the Purchaser to take possession of the same irrespective of the fact whether the Purchaser takes possession of the same or get registration of his Flat or not.

n) The Purchaser herein shall be allowed to install or affix any name plate, signboard in the place specified for the purpose in the said building.

o) That the Purchaser herein has absolute right to sell, mortgage, gift, lease or any kind of transfer the said Flat hereby sold, conveyed, granted, transferred including the super built-up area.

p) That the Purchaser herein shall not throw or accumulate dirt, rubbish, rags or other refuses or permit the same to be thrown or allow the same to be thrown or allow the same to be accumulated in his Flat or in the compound or any portion of the said building.

THE FIRST SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring more or less **4 (four) Cottahs 14 (fourteen) Chittaks 31 (thirty one) Sq.ft.** and and 100 Sq.ft. R.T. Shed standing thereon lying and situate at **Mouza- Udayrajpur**, J.L. Nos. 43, comprised and contained in **R.S. Dag No. 836**, corresponding to **L.R. Dag No. 2238**, under

R.S. Khatian No. 305 corresponding to L.R. Khatian Nos. 3013 to 3016, within the jurisdiction of Madhyamgram Municipality, Ward No. 12, Holding No. 173, Hemanta Bose Sarani, P.S.- Madhyamgram, A.D.S.R.O. Barasat, District- North 24 Parganas, Kolkata- 700 129 which is butted and bounded as follows :-

ON THE NORTH : By Premises of Manik Bishnu.
ON THE SOUTH : By 18 Feet Wide Municipal Road.
ON THE EAST : By Premises of Nishikanta Saha.
ON THE WEST : By 10 Feet Wide Road.

THE SECOND SCHEDULE REFERRED TO ABOVE

ALL THAT a self contained and independent, residential **Corner** Flat identified by **Flat No.** on the **Floor** of the multi storied building namely **SANKAR APARTMENT** measuring a **Super built-up area** of **Sq.ft.** be the same a little more or less consisting of bed rooms, one drawing/dining, one Kitchen, toilet and one balcony covered by floor **TOGETHERWITH** undivided, undemarketed, impartible, proportionate share of the land as described in the **FIRST SCHEDULE** written hereto, shown in the annexed map of the floor and marked **RED** therein **TOGETHERWITH** the common areas, facilities, amenities of the said building described in the **THIRD SCHEDULE** written hereunder, within the jurisdiction of Panihati Municipality, being Municipal Holding No. 173, Hemanta Bose Sarani, Ward No. 12, P.S.- Madhyamgram, A.D.S.R.O. Barasat, District- North 24 Parganas, Kolkata- 700 129, is hereby sold. The aforesaid property/Flat hereby sold is butted and bounded as follows :-

ON THE NORTH :
ON THE SOUTH :
ON THE EAST :
ON THE WEST :

THE THIRD SCHEDULE REFERRED TO ABOVE

(COMMON AREAS)

- 1) Staircase on all the Floors.

- 2) Landing, Lobby on all the floors.
- 3) Water pump and meter together with the space required therefore, deep tube well, overhead water tank, water distribution pipes from the tank to different flats and from deep tube well to the tank and other common plumbing installations.
- 4) Electrical wiring, materials and fittings (excluding those are installed for any particular flat/unit).
- 5) Drains and Sewers from the building to the Municipal ducts.
- 6) Boundary walls and main gates.
- 7) Pump Room.
- 8) Open Spaces, passage from the building to the main Road.
- 9) Foundation.
- 10) Outer walls.
- 11) Open Roof.
- 12) Lift.
- 13) The said land described in the First Schedule hereinabove written.
- 14) It is clarified that the common portion shall include the open space reserved in the said land surrounding the said building left open as per building regulations. The roof and the parapet walls of the said building will also be a part of common portion for all the Flat Owner's of the building, but they are not entitled to make any kind of temporary or permanent construction on the open roof of the building or the common passage or the open space.

THE FOURTH SCHEDULE REFERRED TO ABOVE

(COMMON EXPENSES)

- 1) All costs of maintenances of Lift, water Pump, overhead water tank, common plumbing installations, fittings, common electric wiring, fittings, drains and all other common facilities, areas and also the outer walls of the building.
- 2) The salary of the Durwan/Caretaker, if any be appointed.
- 3) Insurances Premium for insuring the building against riot, earthquake, fire, lighting, mob-violence etc.
- 4) All charges and deposit for supplies of common utilities.
- 5) Municipal taxes and other outgoing save and except those are separately assessed for the respective Flat/Unit.
- 6) Costs and charges of establishment for maintenance of the building.

7) Electricity charges for Lift, water pump and lighting of common areas and passages.

IN WITNESSES whereof the Owners/Vendors, the Purchaser and the Developer have subscribed their respective on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
BY THE OWNERS/VENDORS, THE
PURCHASER AND THE DEVELOPER
AT KOLKATA IN PRESENCE OF
WITNESSES :-

1)

2)

SIGNATURE OF THE VENDORS

SIGNATURE OF THE PURCHASER

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**

MEMO OF CONSIDERATION

Received a sum of **Rs.**/- (**Rupees**) **only** from the within mentioned Purchaser as full and final consideration of these presents in the following manners :-

TOTAL Rs./-
(**Rupees** **only**)

WITNESSES :-

1)

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY**

2)