

Convey/21686

DEED OF CONVEYANCE

THIS INDENTURE made on this day of Two Thousand and Twenty One **BETWEEN (1) MR. UJJAL** son of Late Chiranjib Roy, having Income Tax Permanent Account No. (PAN) "**AFHPR9850D**", by faith – Humanist, by occupation – Service, residing at 38/13, M.C. Garden Road, Post Office - Ghugudanga, Police Station – Dum Dum, Kolkata – 700 030, **(2) MRS. SOMA ROY** wife of Late Rahul Roy, having Income Tax Permanent Account No. (PAN) "**ACHPR9279D**", by faith – Hindu, by occupation – Service, **(3) MRS. ROHINI ROY** daughter of Late Rahul Roy, having Income Tax Permanent Account No. (PAN) "**AYLPR4527Q**", by faith – Hindu, by occupation – Student, both residing at 8/3, Radha Kumud Mukherjee Sarani, Post Office – Bullygunge, Police Station – Gariahat, Kolkata – 700 019, **(4)**

U. R. DEVELOPERS

Partner

MRS. ANIKA SEN wife of Mr. Biplab Kumar Sen, having Income Tax Permanent Account No. (PAN) "**AXUPS5108A**", by faith – Hindu, by occupation – Service, both residing at 5A, Rajani Gupta Row, Post Office and Police Station – Amherst Street, Kolkata – 700 009, all are Indian Citizen, hereinafter called the **VENDORS**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, representatives and assigns) of the **FIRST PART**. The Vendors herein, are represented by their Constituted Attorney **ANY ONE OF (1) MR. ROHAN DHAR** son of Mr. Kunal Dhar, having Income Tax Permanent Account No. (PAN) "**BEMPD2834J**", residing at 1358, Purba Sinthee Road, Post Office – Ghugudanga, Police Station – Dum Dum, Kolkata – 700 030, Indian Citizen, **(2) MR. UJJAL** son of Late Chiranjib Roy, having Income Tax Permanent Account No. (PAN) "**AFHPR9850D**", by faith – Humanist, by occupation – Service, residing at 38/13, M.C. Garden Road, Post Office - Ghugudanga, Police Station – Dum Dum, Kolkata – 700 030, Indian Citizen, Partners of **U.R. DEVELOPERS**, a partnership firm, having Income Tax Permanent Account No. (PAN) "**AAEFU6623K**", having its Office at 38/13, M.C. Garden Road, Post Office – Ghugudanga, Police Station – Dum Dum, Kolkata – 700 030, vide Power of Attorney dated 30.05.2019, registered at the office of the Addl. District Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 1506-2019, Pages 212693 to 212716, Being No. 150604441 for the year 2019.

AND

U.R. DEVELOPERS, a partnership firm, having Income Tax Permanent Account No. (PAN) "**AAEFU6623K**", having its Office at 38/13, M.C. Garden Road, Post Office – Ghugudanga, Police Station – Dum Dum, Kolkata – 700 030, represented by **ANY ONE** of its Partners **(1) MR. ROHAN DHAR** son of Mr. Kunal Dhar, having Income Tax Permanent Account No. (PAN) "**BEMPD2834J**", residing at 1358, Purba Sinthee Road, Post Office – Ghugudanga, Police Station – Dum Dum, Kolkata – 700 030, Indian Citizen, **(2) MR. UJJAL** son of Late Chiranjib Roy, having Income Tax Permanent

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Account No. (PAN) "**AFHPR9850D**", by faith – Humanist, by occupation – Service, residing at 38/13, M.C. Garden Road, Post Office - Ghugudanga, Police Station – Dum Dum, Kolkata – 700 030, Indian Citizen, hereinafter called the **DEVELOPER**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors and assigns) of the **SECOND PART**.

A N D

(1) son of, having Income Tax Permanent Account No. (PAN) ".....", (2) wife of, having Income Tax Permanent Account No. (PAN) ".....", both are by faith – Hindu, by occupation –, both residing at, Post Office –, Police Station –, Kolkata –, both are Indian Citizen, hereinafter called the **PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrator, representatives and assigns) of the **THIRD PART**.

WHEREAS by a Deed of Conveyance dated 22.08.1956, registered at Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 104, Page 242 to 245, Being No. 7341, for the year 1956, Nitai Chandra Pal sold, transferred and conveyed to Dilip Kumar Roy, Sanjib Kumar Roy and Rajib Kumar Roy ALL THAT piece or parcel land measuring an area 03 Cottah 05 Chittaks 02 sq.ft. more or less comprised in Dag No. 615 under Khatian No. 727 at Mouza – Purba Sinthee, Police Station- Dum Dum, within the limit of South Dum Dum Municipality, in the District of 24-Parganas.

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AND WHEREAS by a Deed of Conveyance dated 29.06.1968, registered at Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 81, Page 143 to 145, Being No. 5632, for the year 1968, Sanjib Kumar Roy sold, transferred and conveyed to Dilip Kumar Roy, ALL THAT undivided 1/3rd share in the piece or parcel land measuring an area 03 Cottah 05 Chittaks 02 sq.ft. more or less comprised in Dag No. 615 under Khatian No. 727 at Mouza – Purba Sinthee, Police Station- Dum Dum, within the limit of South Dum Dum Municipality, in the District of 24-Parganas.

AND WHEREAS Dilip Kumar Roy, are thus well seized and possessed of or otherwise well and sufficiently entitled to the undivided 2/3rd share in the piece or parcel land measuring an area 03 Cottah 05 Chittaks 02 sq.ft. more or less comprised in Dag No. 615 under Khatian No. 727 at Mouza – Purba Sinthee, Police Station- Dum Dum, within the limit of South Dum Dum Municipality, in the District of 24-Parganas.

AND WHEREAS Dilip Kumar Roy was a bachelor at his life time made and published his last WILL and testament on 04.05.1992 whereby he gave and bequeathed the property to his nephew Mr. Ujjal son of Late Chiranjib Kumar Roy.

AND WHEREAS after the death of Dilip Kumar Roy the said Mr. Ujjal obtained the probate from the Honorable High Court at Calcutta vide probate case No. 211/1993.

AND WHEREAS Mr. Ujjal thus became the owner of undivided 2/3rd share in the piece or parcel land measuring an area 03 Cottah 05 Chittaks 02 sq.ft. more or less comprised in Dag No. 615 under Khatian No. 727 at Mouza – Purba Sinthee, Police Station- Dum Dum, within the limit of South Dum Dum Municipality, in the District of 24-Parganas.

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AND WHEREAS Rajib Roy died intestate leaving behind him his only wife Smt. Has hi Roy, and only daughter Anika Sen and his daughter in law Smt. Soma Roy and grand-daughter Smt. Rohini Roy as his legal heirs in respect of his undivided 1/3rd share in the aforesaid property.

AND WHEREAS Rahul Roy son of Late Rajib Roy died intestate leaving behind him his wife Smt. Soma Roy and only daughter Rohini Roy as his legal heirs in respect of his share in the aforesaid property.

AND WHEREAS Smt. Bani Roy, one of the Partner of U.R. Developers, died intestate leaving behind her only son Mr. Ujjal and Mr. Ujjal has join as Partner in the said firm by a Deed of Partnership.

AND WHEREAS Mr. Ujjal, Smt. Hashi Roy, Smt. Soma Roy, Smt. Rohini Roy, Smt. Anika Sen, the Owners herein, are thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area 03 Cottah 05 Chittaks 02 sq.ft. more or less comprised in Dag No. 615 under Khatian No. 727 at Mouza – Purba Sinthee, Police Station- Dum Dum, within the limit of South Dum Dum Municipality, in the District of North 24-Parganas and duly recorded there names in the records of South Dum Dum Municipality, being Holding No. 18, Tilak Chowdhury Lane.

AND WHEREAS by a Development Agreement dated 27.09.2016 registered at Additional Dist Sub Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 1506-2016, Pages 279332 to 279373, Being No. 150607674 for the year 2016, Mr. Ujjal, Smt. Hashi Roy, Smt. Soma Roy, Smt. Rohini Roy, Smt. Anika Sen described therein as the entered into an Agreement with **U.R. DEVELOPERS** for G+3 Storied building in respect of land measuring an area **03 Cottah 05 Chittaks 02 sq.ft.** more or less with One Storied Building measuring an area **1000 Sq.ft. more or less** comprised in Dag No. 615 under Khatian No. 727 at Mouza – Purba Sinthee, Holding No. 18, Tilak

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Chowdhury Lane, Premises No. 38/13, M.C. Garden Road, Police Station- Dum Dum, within the limit of South Dum Dum Municipality, and according to the settlement records of rights finally published the plot is comprised at Parganas – Panchanna Gram, J.L. No. 22, R.S. No. 11 (G.D. I), in the District of North 24- Parganas, on the terms and conditions set forth therein.

AND WHEREAS in terms of the Development Agreement, and Power of Attorney, the Developer has started construction of a multi storied building at Holding No. 18, Tilak Chowdhury Lane, Premises No. 38/13, M.C. Garden Road, Police Station- Dum Dum, Kolkata – 700 030, within the limit of South Dum Dum Municipality, as per Site Plan No. 304 dated 24.10.2016 and Sanction Building Plan No. 753 dated 17.02.2017 of the said Municipality in the District of North 24-Parganas.

AND WHEREAS by virtue of aforesaid Agreement the Developer has full and absolute power of entering into negotiation of the said of the constructed flat or flats in the multi-storied building to be constructed in the schedule land mentioned in scheduled property, including the proportionate share of land except the owner's allocation.

AND WHEREAS Smt. Hashi Roy died intestate on 17.12.2018 leaving behind her only daughter Smt. Anika Sen as her legal heir in respect of her share in the aforesaid property.

AND WHEREAS upon the death of Smt. Hashi Roy, the legal heir and representative named hereinabove became right, title, interest of her share the aforesaid land by virtue of succession to which Smt. Hashi Roy, was governed at the time of her death.

AND WHEREAS Mr. Ujjal, Smt. Soma Roy, Smt. Rohini Roy, Smt. Anika Sen are thus the absolute joint owners of the aforesaid property.

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AND WHEREAS by a Supplementary Development Agreement dated 30.05.2019 registered at Additional Dist Sub Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 1506-2019, Pages 212542 to 212567, Being No. 150604436 for the year 2019, Mr. Ujjal, Smt. Soma Roy, Smt. Rohini Roy, Smt. Anika Sen described therein as the entered into an Agreement with **U.R. DEVELOPERS** for G+3 Storied building in respect of land measuring an area **03 Cottah 05 Chittaks 02 sq.ft.** more or less with One Storied Building measuring an area **1000 Sq.ft. more or less** comprised in Dag No. 615 under Khatian No. 727 at Mouza – Purba Sinthee, Holding No. 18, Tilak Chowdhury Lane, Premises No. 38/13, M.C. Garden Road, Police Station- Dum Dum, within the limit of South Dum Dum Municipality, and according to the settlement records of rights finally published the plot is comprised at Parganas – Panchanna Gram, J.L. No. 22, R.S. No. 11 (G.D. I), in the District of North 24- Parganas, on the terms and conditions set forth therein.

AND WHEREAS by virtue of aforesaid Agreement the Developer has full and absolute power of entering into negotiation of the said of the constructed flat or flats in the multi storied building to be constructed in the schedule land mentioned in scheduled property, including the proportionate share of land except the owner's allocation.

AND WHEREAS by an Agreement made between the Vendors herein as the First Part and Developer herein as Second Part and the Purchasers, as the Third Part, the Vendors and Developer have agreed to sell and the Purchaser has agreed to purchase the **Residential Flat No.....** (**..... side**) on the **.....** Floor from the Developers Allocation, measuring **Carpet area.....Sq.ft; Chargeable area.....more or less and ONE GARAGE No.** on the **GROUND** Floor measuring **Carpet area Sq.ft. more or less** as per plan annexed hereto and bordered "**RED**" thereon **TOGETHER WITH** undivided proportionate share or interest in the said plot of land and common areas and facilities whereof are stated in the Schedule-II

U. R. DEVELOPERS

[Handwritten Signature]
Partner

hereunder written at for the price of **Rs.**/- (Rupees only) by way of earnest money and further part payment of the said consideration money (the receipt whereof the Developer do hereby admit and acknowledge). Be it noted that the cost of Flat is **Rs.**/- and cost of Garage Cost is **Rs.**/-.

NOW THIS INDENTURE WITNESSETH as follows: -

That in pursuance of the said Agreement and in consideration of the said consideration money of **Rs.**/- (Rupees only) paid by the Purchasers to the Developer (the receipt whereof the Developer do hereby and as well by the receipt hereunder written admit acknowledge). The Vendors and Developer doth hereby acquit discharge release and exonerate the Purchasers and the Vendors and Developer doth hereby sell, grant, convey, transfer and assign unto the Purchasers free from all encumbrances all that the said **Residential Flat No.**(..... **side**) on theFloor from the Developers Allocation, measuring **Carpet area** **Sq.ft;** **Chargeable area** **more or less** and **ONE GARAGE No.** on the **GROUND Floor** measuring **Carpet area** **Sq.ft. more or less** more fully categorically described in the Schedule-II hereunder written **TOGETHER WITH** undivided proportionate share in land, undivided proportionate interest and share in the terrace, stair, drains, common areas and facilities with the right of use of common passage and open space in the Ground Floor and Roof as well as right of use of lift, overhead tanks, lights, motor pump, gangways, liberties, benefits, privileges, easement and **ALL THAT** estate rights title and interest claim and demand whatsoever of the Vendors or part thereof **TOGETHER WITH** copies of all deed and muniments of title whatsoever in anyway exclusively relating to or concerning in the said land hereditaments and premises or any part thereof which is hereafter shall or may be in the possession and control of the Vendors **TOGETHER WITH** the benefits of all covenants relating to any deed or muniments of title

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whatsoever in any way relating to the said land or any part thereof **TO HAVE AND HOLD AND POSSESS** their heirs, executors, administrators, representatives etc. and that **NOTWITHSTANDING** any act, deed or things hereto before done executed or knowingly suffered to the contrary Vendors and Developer are now lawfully seized and possessed of the said residential apartment free from all encumbrances attachments or defect in title whatsoever and that the Vendors and Developer have full power and absolute authority to sell the said residential complete flat and Garage in the manner aforesaid and the Purchasers, shall and may at all times hereafter peaceably and quietly possess and enjoy the said flat and Garage and receive the rent issues and profits thereof and shall also be entitled to sell, mortgage, lease or otherwise alienate, transfer the said apartment hereby conveyed without lawful Interruption claim or demand whatsoever by Vendors or any person lawfully or equitably claiming representatives and assign covenant with the Purchasers their, heirs, executors, administrators and assigns to have and harmless indemnify and keep indemnified the Purchasers and their, heirs, executors, administrators, assigns from or against all encumbrances charges whatsoever. The Vendors, Developer and their successor claiming through or under them or in trust shall at all times hereafter at the request and the costs of the Purchasers or their successors claiming through or under their or in trust do further acts deeds and things whatsoever as may be assuring the said apartment and every part thereof unto and to the use of the Purchasers.

AND THIS INDENTURE FURTHER WITNESSETH AS FOLLOWS: -

i) With effect from the date of these presents Purchasers shall pay proportionate share of all Municipal rates and taxes and other outgoings and impositions and others common expenses and maintenance charges mentioned in the Schedule-III hereunder written now payable or become payable in future in respect of the said Unit in the said building in the said property as and when due and payable and the Purchasers shall pay all municipal rates and taxes and the Purchasers and other outgoings and

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impositions that will be payable in respect of the said flat and garage by the Purchasers on the basis of separate and independent assessment of taxes made by the South Dum Dum Municipality as and when payable.

ii) The Purchasers shall be entitled to effect mutation of their name as the owner of the said flat and garage in the records of the South Dum Dum Municipality and other authorities at their own costs.

iii) After the possession of the said flat and garage has been delivered to and taken by the Purchasers from the Vendors in terms of the Agreement the Purchasers shall not be entitled to raise any objection for any items of work, quality or work or materials used or to be used of for any installation works in the said flat and garage or any portion thereof or any other portion of the said building nor shall prefer any claim against the Vendors in respect thereof on any ground whatsoever.

iv) The Purchasers shall apply jointly with the owners of the other flats of the said building to the appropriate authority to form an Association under the provisions of the West Bengal Apartment Ownership Act.1972, for due up keep and maintenance of the external portion of the said building including the rain water pipes, electrical wiring, cleaning and lighting of common passage stair cases with landings and of all common amenities and facilities and shall pay proportionate costs and expenses for the same more fully described in Schedule-IV or as may be decided by the Vendors and/or the Association of flat owners after the formation thereof.

v) In the event of water pump, tube well and other installations being required to be replaced the Purchasers will pay their proportionate share towards costs of such replacements and installations charges as and when demanded by the Vendors or the said association according to the necessity thereof from time to time.

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vi) In the event of any amount levied for the period beginning after possession of the flat in the said property and/or the said multi storied building constructed thereon by way of premium taxes levies or on any account whatsoever by the Central or State Government or Corporation or any competent Authority or for any betterment fee/charges, development taxes and any other taxes or payment of similar nature the Purchasers may pay their proportionate share towards the same to the appropriate authorities as and when required.

vii) The Purchasers shall keep and maintain at their own costs the inside of the said flat and garage and every part thereof in good condition state and order and abide by all rules, laws and regulations of the Central or State Government, Corporation and all other authorities and local bodies and shall attend to answer and be responsible for all deviation and violations of regulations in respect thereof.

viii) The Purchasers shall not do make or execute or permit to be done or executed any act deed matter or thing which may render void or void-able any insurance of any unit or any part of the said building which may cause payment or premium at an increased rate in respect of any insurance of unit and/or the said building.

ix) The Purchasers shall at their own costs keep the said unit together with its walls, partitions walls, sewers, drains, electric and sanitary connection pipes, fittings and fixtures installations and all other fittings and fixtures in good working and tenantable condition and shall not do make or carry out any act deed matter or thing so as to prejudice or affect or hamper support stability and protection of other parts of the said building.

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x) The Purchasers shall not at any time demolish or cause to be demolished or damage the said flat and garage or any part thereof nor will make or cause to be made any addition or alterations of whatsoever nature to and in the said flat and garage or any part thereof which may cause any damage or injure or is likely to affect the stability and protection of the said building including the said unit, For the purpose of support stability and protection of the said building including the said flat and garage for the purpose of security beautification elevation support, stability and protection of the said building, the said association as the case may be shall be entitled to carry out necessary additions and alterations inside the flat at the costs of the Purchasers and the Purchasers hereby give their unqualified consent for the same.

xi) After the possession of the said flat and garage is delivered to the Purchasers if any additions or alterations or deviations in or about or relating to the said building including the said unit are required to be carried out at the instance of the Central or State Government or any other statutory body or authority all such additions alterations or deviations shall on notice to the said association be carried out by the Purchasers subject to the terms and conditions herein contained and in cooperation with the Purchasers of the other flats or portions in the said building the Vendors shall not be in any manner liable or responsible for the same.

xii) The Purchasers shall not decorate or change the exterior of the said flat and garage otherwise than in the manner as may be agreed in writing by and between the Purchasers and the Vendors, Developer or the Association.

xiii) The Purchasers shall not throw or accumulate dirt rubbish rags or other refuse or permit the same to be thrown or accumulated in the said flat and garage or in the common portions of the said building.

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xiv) The Purchasers shall use the said flat and garage and every part thereof for the purpose of residence and for no other purposes whatsoever, it being expressly understood and agreed that the Purchasers shall not use the said flat and garage for any purpose which may be found to cause any nuisance or annoyance together with occupants of the said building or the people residing in the neighbourhood.

xv) The Purchasers shall at their own costs apply for and obtain separate and independent electric connections as well as electric meter for their use and consumption in the said flat and garage and the Vendors and the Developer agree to co-operate with the Purchasers in that respect.

xvi) The Purchasers shall at their own costs maintain and repair the inside of the said flat and garage in proper order and condition and shall not do, cause to be done anything in the said flat and garage which may or are likely to damage injure or substantially effect the said building and the stability, protection, security and preservation thereof.

xvii) In addition to the rights and privileges to which the Purchasers are and shall be entitled according to the law for the time being in force in respect of the said flat and garage in the said property the Purchasers shall be entitled to interalia, the common amenities and facilities set out in the schedule – III, hereunder written subject to the conditions therein stated.

xviii) The Purchasers shall have the right of common use of the ultimate roof with other owners or Purchasers of flats in the said building in the said property. The Purchasers of the building only will be entitled to use the property morefully described in the schedule – I hereunder written.

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xix) The Purchasers shall be entitled to let out, sell, lease, mortgage, gift, transfer or in any way deal with or dispose of the said flat and garage in the said building TOGETHER WITH undivided and impartible share interest and ownership of the said land in the said property, subject to the terms and conditions herein contained.

xx) As soon as all the unit/flats in the said apartment/building are sold and/or transferred by the Developer, they shall hand over all deeds, documents, papers and writing related to the title of the Vendors to the land and building, Building construction plan, papers, certificates and writing by South Dum Dum Municipality and other authorities in respect of land and building to the association of all the owners of flats.

FIRST SCHEDULE OF THE PROPERTY

ALL THAT the piece or parcel or land measuring an area **03 Cottah 05 Chittaks 02 sq.ft.** more or less with One Storied Building measuring an area **1000 Sq.ft. more or less** comprised in Dag No. 615 under Khatian No. 727 at Mouza – Purba Sinthee, Holding No. 18, Tilak Chowdhury Lane, Premises No. 38/13, M.C. Garden Road, Police Station - Dum Dum, Kolkata – 700 030, within the limit of South Dum Dum Municipality, Addl. District Sub-Registration Office Cossipore Dum Dum, and according to the settlement records of rights finally published the plot is comprised at Parganas – Panchanna Gram, J.L. No. 22, R.S. No. 11 (G.D. I), in the District of North 24- Parganas, The floor of the building is finished by Cemented.

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The property is butted and bounded as follows :-

| | | |
|--------------|---|--|
| ON THE NORTH | : | House of Sri Kanchan Bandopadhaya |
| ON THE SOUTH | : | 8' ft. common passage thereafter Municipal Drain |
| ON THE EAST | : | Municipal Drain thereafter Tilak Chowdhury Lane. |
| ON THE WEST | : | 16'ft wide M.C. Garden Road. |

SECOND SCHEDULE OF THE PROPERTY

ALL THAT **Residential Flat No.** (**..... side**) on the Floor from the Developers Allocation, measuring **Carpet area** **Sq.ft; Chargeable area** **more or less** and consisting of **TWO** Bed Rooms, **ONE** Kitchen-cum-dining space, **ONE** Toilet, **ONE** Balcony, and **ONE GARAGE No.** on the **GROUND** Floor measuring **Carpet area** **Sq.ft. more or less** together with undivided proportionate share of land, lift and common areas and facilities connected herewith at Holding No. 18, Tilak Chowdhury Lane, Premises No. 38/13, M.C. Garden Road, Police Station - Dum Dum, Kolkata – 700 030, within the limit of South Dum Dum Municipality, in the District of North 24- Parganas The floor of the flat is finished by Vitrified Tiles.

THE SCHEDULE "III" ABOVE REFERRED TO

(Schedule of common portions/facilities)

1. Roof, lift and Staircase on all the floors of the said G+3 storied building.
2. Common landings, Common passage including main entrance leading to the ground floor.
3. Water pump, water tank overhead tank and water supply line.

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4. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
5. Drainages, sewerage, septic tank and all pipes and other installations for the same.
6. Meter room.
7. Boundary walls and main gate.
8. Such other common parts areas equipments installations fittings fixtures and spaces in or about the said land, the premises and the building as are necessary for passage and/or use of the unit in common by the co-owners pertaining to proportionate share in terms of sq. ft.

SCHEDULE "IV"

(Common expenses)

1. All expenses for the maintenance, operating replacing repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
2. All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing replacing and renovating the same.
3. Costs and charges of establishment for maintenance of the said building.
4. Cost and insurance premium for insuring the building and/or the common portion.
5. All charges and deposits for supply of common utilities to the co-owners in common.
6. Municipal tax, water tax and other rates in respect of the premises and the building (save and except those separately assessed in respect of any unit of the Purchasers).
7. Cost of formation and operation of the service organisation including the office expenses incurred for maintaining the office thereof.

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8. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system lose for providing electricity to each unit.
9. All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion.
10. Creation of funds for replacement, renovations and/or periodical expenses.
11. All expenses referred above shall be borne and paid proportionate in common by the co-owners.

MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS

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

Upon the Purchasers fulfilling their obligations and covenants under and upon its formation the Association shall manage maintain and control the common portions and do all acts deeds and things as may be necessary and/or expedient for the common purposes and the Purchasers shall co-operate with the Vendors and Developer till the Association Society may frame rules regulations and bye laws from time to time for maintaining quiet and peaceful enjoyment of the said building.

b) Upon formation of the Association Society the Vendors and Developer shall transfer all its rights and obligations as also the residue then remaining of the deposits made by the Purchasers or otherwise after adjusting all amounts the remaining due and payable by the Purchasers and the amounts so transferred henceforth be so held the Association Society under the account of Purchasers for the purpose of such deposit.

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c) The Association Society upon its formation and the co-owners shall however, remain liable to indemnify and keep indemnified the Vendors and Developer for all liabilities due to not fulfilment of their respective obligations by the co-owners and/or the Association/Society.

COMMON FACILITIES

The co-owners, occupiers, society, syndicate or association shall allow each other the following easement and quasi-easement rights, privileges etc.: -

- a) Right of common passage in all the common portions to each and every part of the said building including the said flat including connection for TV. Pipes cables etc. to the extent necessary.
- b) Right or protection of each portion of each other.
- c) Absolute unfettered and unencumbered right over the common part and common portion. Passage relating to entrance to the flats is demarked. No Car space should be provided in the entrance passage.
- d) Such right in support of easement and appurtenances usually held acquired or enjoyed as part and parcel of the said undivided proportionate share and/or the said flat.

U. R. DEVELOPERS

Partner

IN WITNESSETH WHEREOF, the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in presence of: -

1.

As constituted attorney of Mr. Ujjal,
Mrs. Soma Roy, Mrs. Rohini Roy
Mrs. Anika Sen.

SIGNATURE OF THE VENDORS

U.R. DEVELOPERS

Partner
U.R. DEVELOPERS

2.


U. R. DEVELOPERS
Partner

Partner

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

MEMO OF CONSIDERATION

1) Paid by Rs. .00

2) Paid by Rs. .00

Total : Rs. .00

(Rupees only)

WITNESS :-

1.

U.R. DEVELOPERS

**Partner
U.R. DEVELOPERS**

2.

Partner

SIGNATURE OF THE DEVELOPER

Drafted by :-

MR. ARUN KUMAR BHAUMIK (ADVOCATE)
Calcutta High Court Reg. No. 905/1983
63/21, Dum Dum Road, Surer Math,
P.O. Motijheel, Police Station – Dum Dum,
Kolkata – 74, Phone No. 9830038790.
e-mail ID – arun_bhoumik@yahoo.com

U. R. DEVELOPERS
Partner