

**DEED OF CONVEYANCE**

**Police Station – Sankrail, District – Howrah**

**THIS DEED OF CONVEYANCE** is made on this ..... (date) day of ..... (month) ..... (year), (Year in Words) A.D. **BETWEEN SMT. SHAMPA GHOSH** (PAN No.-AHXPG3735A) (Aadhaar No. ....), wife of Sri Chiranjib Ghosh, by faith Hindu, by occupation Teaching, residing at village and Post Office Jhorhat, Police Station Sankrail, District Howrah, hereinafter called and referred to as the **“OWNER/LANDLADY”**(which expression shall Unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, successors, administrators, representatives and assigns) of the **FIRST PART.**

**AND**

**N.B. HIGHRISE PVT. LTD.** (PAN-AADCN8839N)(CIN U70109 WB2011 PTC 167952), a Company registered under the Indian Companies Act, 1956 having its registered office at 2, Netaji Subhash Road, Post Office- Liluah, P.S. Liluah, District- Howrah, 711 204 being represented by one of its **Director** ..... (name of director) (PAN No. ....) (Aadhaar No. ....), w/o or s/o or d/o ....., hereinafter referred to and called as the **“OWNER/VENDOR/DEVELOPER”** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, legal representatives and assigns) **SECOND PART.**

**AND**

**SRI** ..... (**purchaser name**) (PAN.....) (Aadhaar No.....) son of Sri. .... by faith Hindu by occupation ..... residing at ..... hereinafter called and referred to as the **“PURCHASER/VENDEE”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and

include his heirs, executors, successors, administrators, representatives and assign) of the **THIRD PART.**

**WHEREAS** one Sri Nikhil Ranjan Ghosh and Niranjan Ghosh both son of Late Fakir Chandra Ghosh was/were the owner and occupier of all that piece and parcel of land measuring 17 Decimal comprised in C.S/R.S. Dag No.630, L.R. Dag No.675 as well as land measuring 8 Decimal comprised in C.S/R.S. Dag No.631, L.R. Dag No.676, both under P.S. Sankrail, Mouza Jhorhat, J.L.No.30, under Jhorhat Gram Panchayet, District-Howrah.

**AND WHEREAS** said Sri Nikhil Ranjan Ghosh died intestate leaving behind him his widow Smt Uma Bala Ghosh, three sons namely Amitabh Ghosh, Nalini Ranjan Ghosh and Nalinakhya Ghosh who inherited the property from their predecessor and recorded their names in the L.R. Record of right under L.R. Khatian No.325, 139, 1098 and 1100 respectively.

**AND WHEREAS** said Smt. Uma Bala Ghosh died intestate leaving behind her share of property comprised in L.R. Dag No.325 and thus her share of property duly inherited by her surviving three sons namely Amitabh Ghosh, Nalini Ranjan Ghosh and Nalinakhya Ghosh in equal share.

**AND WHEREAS** thereafter Nalini Ranjan Ghosh being the owner of 1/3<sup>rd</sup> share of property comprised in L.R. khatian No. 1098 died bachelor and thus the surviving brothers of him namely Amitabh Ghosh and Nalinakhya Ghosh inherited and became joint owners having ½ share each of them in Khatian No.1098. It be stated that said Amitabh Ghosh and Nalinakhya Ghosh were also been the owner of land in L.R. Khatian No.139 and 1100 respectively.

**AND WHEREAS** Nalinakhya Ghosh became the sole owner of land comprised in the L.R. record of right under L.R. Khatian No.1100 and ½ share in L.R. Khatian No.1098

(of his brother Naliniranjana Ghosh) and also ½ share in L.R. Khatian No.325(of his mother Umabala Ghosh).

**AND WHEREAS** said Nalinakhya Ghosh also died leaving behind him his widow Smt Shyamoli Ghosh, two son namely Chiranjib Ghosh and Surajit Ghosh as his legal heirs and successors who inherited the property left by their predecessor Nalinakhya Ghosh being entire property in L.R. Khatian No.1100, ½ share in L.R. Khatian No.325 and also ½ share in L.R. Khatian No.1098.

**AND WHEREAS** said Sri Amitabh Ghosh duly mutated his name in respect of his entire property (inherited from father, mother and elder brother) as referred above as owner and occupier in separate L.R. Khatian No.139 being the whole share inherited from father and ½ share in L.R. Khatian No.325 and also ½ share in L.R. Khatian No.1098.

**AND WHEREAS** after mutation of the aforesaid property as referred above Sri Amitabh Ghosh died intestate leaving behind him his widow Smt Rekha Ghosh and a daughter Kumari Smritikona Ghosh who jointly inherited the property left by their predecessor Amitabh Ghosh being entire property in L.R. Khatian No.139, ½ share in L.R. Khatian No.325 and also ½ share in L.R. Khatian No.1098.

**AND WHEREAS** aforementioned Niranjana Ghosh who also inherited property from his father who died intestate leaving behind him his two sons namely Chittaranjan Ghosh and Priya Ranjan Ghosh who inherited the property from their predecessor and recorded their names in the L.R. Record of right under L.R. Khatian No.763 and 1479 respectively.

**AND WHEREAS** Chittaranjan Ghosh after recording his name in L.R. Khatian No.1479, died intestate leaving behind his only son Debrata Ghosh who inherited the property of his predecessor Sri Chittaranjan Ghosh, since deceased.

**AND WHEREAS** in the like manner Priya Ranjan Ghosh after recording his name in L.R.R.O.R. died intestate leaving behind his wife Komolika Ghosh who inherited the property of his predecessor/husband Sri Priya Ranjan Ghosh, since deceased.

**AND WHEREAS** in the manner aforesaid Chiranjib Ghosh, Surajit Ghosh, Smt Shyamoli Ghosh, Smt Rekha Ghosh, Kumari Smritikona Ghosh, Debrata Ghosh and Somolika Ghosh became the joint owners and occupiers of property comprised in L.R.DagNo.675 and 676 having their respective Khatians.

**AND WHEREAS** Chiranjib Ghosh and six others sold transferred and conveyed all that 4.70 Decimal of Land in L.R. Dag No.675 and they also sold 2.30 Decimal of Land in L.R. Dag No.676 in favour of the Owner herein by dint of a registered Deed of Sale duly registered with the office of Additional District Sub Registrar, Ranihati and recorded in Book No.1, Volume No.0503-2015, pages from 25311 to 25339, being No.050303313 for the year 2015.

**AND WHEREAS** the legal heirs of Late Chittaranjan Ghosh and Priyaranjan Ghosh namely Debrata Ghosh and Smt.Komolika Ghosh further sold transferred and conveyed 03.08 decimal of land comprised in L.R.Dag No.672, R.S. Dag No.627 in favour of Smt. Shampa Ghosh being the owner herein by dint of a Bengali Saf Bikroy Kobala duly registered before the office of A.D.S.r, Ranihati and recorded in Book No.1, Volume No.0503-2015, Page from 31712 to 31736, bring No.050303702 for the year 2015.

**AND WHEREAS** one Sri Nayan Ranjan Ghosh son of Late Fakir Chandra Ghosh was the owner and occupier of all that piece and parcel of land measuring 56 Decimal comprised in R.S. Dag No.632, L.R. Dag No.677 under P.S. Sankrail, Mouza Jhorhat, J.L.No.30, under Jhorhat Gram Panchayet, District- Howrah.

**AND WHEREAS** said Sri Nayan Ranjan Ghosh died intestate leaving behind him his three sons namely Gobind Ghosh, Gopal Ghosh and Arbind Ghosh who inherited the property from their predecessor and recorded their names in the L.R. Record of right under L.R. Khatian No.686, 668 and 26 respectively.

**AND WHEREAS** after recording of name in L.R.R.O.R. under L.R. Khatian No.668 by the Gopal Ghosh he died intestate leaving behind him his widow Smt Sandhya Ghosh and one son Krishanjan Ghosh as his successors who jointly inherited the property left by Gopal Ghosh.

**AND WHEREAS** in the like manner after recording of name in L.R.R.O.R. under L.R. Khatian No.686 by the Gobind Ghosh he died intestate leaving behind him his widow Smt. Ruby Ghosh and one son Debanjan Ghosh as his successors who jointly inherited the property left by Gobind Ghosh but after passes of time Smt. Ruby Ghosh also died leaving behind her son Debanjan Ghosh as his successors who became the owner of entire property in L.R. Khatian No.686.

**AND WHEREAS** after passes of sometime and also after recording of name in L.R.R.O.R. under L.R. Khatian No.26 by the Arbind Ghosh he died bachelor and thus his share of property devolved upon Krishanjan Ghosh and Debanjan Ghosh being the sons of his two brother.

**AND WHEREAS** in the manner aforesaid Smt. Sandhya Ghosh, Krishanjan Ghosh and Debanjan Ghosh became the owners of property comprised in L.R. Dag No.677 and they through their attorney Chiranjib Ghosh (iv-277 for the year 2015, A.D.S.R, Ranihati) sold transferred and conveyed land measuring 5.85 decimal as well as 03 decimal of land in favour of the Owner herein. Out of the aforesaid land the land measuring 5.85 decimal sold by dint of a registered Deed of Sale duly registered with the office of Additional District Sub Registrar, Ranihati and recorded in Book No.1, Volume No.0503-2015, pages from 29965 to 29983, being No.050303612 for the year 2015 and the remaining land measuring 03 decimal sold by dint of a registered Deed of Sale duly registered with the office of Additional District Sub Registrar, Ranihati and recorded in Book No.1, Volume No.0503-2015, Page from 31712 to 31736, bring No.050303702 for the year 2015.

**AND WHEREAS** after such aforesaid three Bengali Saf Bikroy Kobala Smt. Shampa Ghosh stood owner and occupier of all that piece and parcel of land measuring 4.70 Decimal of Land in L.R. Dag No.675 and 2.30 Decimal of Land in L.R. Dag No.676 and 8.85 Decimal of land in L.R. Dag No.677 and 3.08 Decimal of Land in L.R. Dag No.672, measuring in total about 19 Decimal but as per L.R. R.O.R. is about 22 Decimal.

**AND WHEREAS** after such aforesaid purchase Smt. Shampa Ghosh mutated her name in the L.R.R.O.R. as Rayat under a separate L.R Khatian No. 5018, P.S. Sankrail, Mouza Jhorhat, J.L.No.30, under Jhorhat Gram Panchayet, District-Howrah. which hereinafter referred to as the “SAID PROPERTY” of the owner herein.

**AND WHEREAS** the total area of property as per Deeds in 19 Decimal (more or less) but as per L.R. R.O.R. is about 22 Decimal comprised in L.R Khatian No. 5018, P.S. Sankrail, Mouza Jhorhat, J.L.No.30, under Jhorhat Gram Panchayet, District-Howrah as more fully and particularly described in the FIRST SCHEDULE, herein under and hereinafter called the “SAID PROPERTY” of the Owner/First party and the same is better described in the FIRST SCHEDULE herein below.

**AND WHEREAS** “OWNER/LANGLADY” in order to construct multi storied building entered into a Registered Agreement for Development being deed No.050110470 for the year 2017 registered before the office of D.S.R. Howrah and also executed a registered Development power of attorney being No.050110487 for the year 2017 registered in the self- same registration office, to deal and dispose the constructed areas as intera-lia stated in the said Development Agreement.

**AND WHEREAS** in pursuance of said development agreement and power of attorney plan submitted for sanction by the said developer namely N.B.HIGHRISE PVT. LTD.. and the said panchayat sanctioned a plan being no 16/P32/HZP/EP dated 11.04.2018 (hereinafter referred to as the said plan) and in accordance with the plan the said

developer became entitled to construct erect and complete a multistoried building at the said premises to be commonly known as “N.B.GRIHA PRAVESH APARTMENT”.

**AND WHEREAS** the Developer/Confirming party herein has almost completed the building upon the said property consisting of flats and other space, etc. and has also completed the Owner’s allocable share as agreed in the said development agreement dated 17th day of November, 2017 and obtained the completion/assessment certificate dated ..... and the subject matter of the flat under sale by this Deed is absolutely comes under the allocable share of the developer/confirming party which is described in the **SECOND SCHEDULE** herein below and desired to dispose of and sell out the said flat to the different intending Purchaser/Purchasers who are interested to acquire such unit.

**AND WHEREAS** on ..... the Purchaser herein in orders to have a residential flat measuring ..... sqr. ft. of Carpet area, ..... sqr. ft. of Balcony/Verandah area, both coming upto ..... sqr. ft. of Build-up area and totaling to ..... sqr. ft. including super built up area being Flat No. ...., on the ..... floor, ..... facing, has approached to the developer/confirming party to cut out the same together with undivided proportionate, variable, impartible share in the land underneath the said Flat situated and same is described in the **THIRD SCHEDULE** written hereunder for a total consideration amount **Rs ...../- (Rupees .....)** only for the said Residential Flat and the Purchaser has already paid entire consideration amount, as fully shown in memo of consideration herein and upon such payment being received and possession been delivered, the parties herein agreed to have a proper Deed of Conveyance hence this indenture exist.

**NOW THIS INDENTURE WITNESSETH as follows :-**

That in pursuance of the said Agreement and in consideration of the sum **Rs...../- (Rupees .....)** only as total consideration money for the said Residential Flat together with undivided proportionate variable impartible share or interest in the land

*Contd.....*

corresponding to the said Residential Flat paid by the Purchaser, to developer/confirming party the receipt whereof the developer/confirming party doth hereby admit acknowledge and of and from the same and every part thereof release and discharge the Purchaser and the property hereby intended to be transferred, assigned and assured unto the Purchaser in the manner aforesaid and the Owner/Landlady doth hereby grant, convey, transfer, assured and assigned unto the Purchaser firstly ALL THAT the impartible undivided proportionate share or interest of/in the freehold interest held by the Owner/Vendor in the land appertaining to L.R Khatian No. 5018, P.S. Sankrail, Mouza Jhorhat, J.L.No.30, under Jhorhat Gram Panchayet, District-Howrah (more fully and particularly described in the FIRST SCHEDULE hereunder written) and SECONDLY ALL THAT a Residential **Flat being No. ....** on the **..... Floor**, admeasuring about **.....** sq. ft. including super-built up area be the same a little more or less including super built up area having tiles flooring of the complex known as **“N.B.GRIHA PRAVESH APARTMENT”** as fully/jointly described in the **“THIRD SCHEDULE”** hereunder written situated at L.R Khatian No. 5018, P.S. Sankrail, Mouza Jhorhat, J.L.No.30, under Jhorhat Gram Panchayet, District-Howrah more fully described in the **“FIRST SCHEDULE”** hereunder written and hereinafter called the Said Residential Flat TOGETHER WITH all fittings and fixtures and appurtenances thereto having covenanted that the Purchaser to be observed and performed for the benefit and protection of the said building and binding upon the Purchaser or the person deriving title of the said Residential Flat as covenant running with land TO HAVE AND TO HOLD THE said Residential Flat hereby sold, granted, transferred and conveyed or expressed or intended so to be every part thereof unto the Purchaser absolutely and forever subject however to the saving exception and reservations herein contained and observance and performance of the covenant, conditions and agreements contained herein and also subject to the payment inter-alia of the service charges or any other sum



as may be fixed by the Association or Developer/Confirming party herein as the case may be as appearing in "SIXTH SCHEDULE" herein or written.

**THE OWNER/VENDOR DO HEREBY COVENANT WITH THE PURCHASER as follows:-**

- a) That notwithstanding any act, deed, matter or thing whatsoever herein before done committed or knowingly suffered by the Owner/Vendor for the contrary the Owner/Vendor has good right full power and absolute authority to sell, grant, transfer and convey the said Residential Flat and every part thereof unto and to the use of the Purchaser in the manner as aforesaid.
- b) That the Purchaser and her successor-in-interest shall and may at all times hereafter peaceably and quietly enter into hold possess occupy and enjoy the said Residential Flat and every part thereof and receive the rents issues and profits thereof without lawful eviction, interruptions, disturbances claims or demands whatsoever from or by the Owner/Vendor or any person or persons claiming from under or in trusts for them.
- c) That the Owner/Vendor and all persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said Residential Flat or any part thereof from under or in trust for the Owner/Vendor shall and will from time to time and at all times hereafter upon every personable request and at the cost of the Purchaser do and execute or cause to be done and executed all such acts, deeds, matters, things and assurances whatsoever for perfectly assuring the said Residential Flat and every part thereof unto and to the use of the Purchaser as shall or may be reasonably required.
- d) That taxes and rates or any other cess relating to the said property and other Gram panchayat taxes up to the date of these presents and any such amount when determined shall be paid by the Purchaser and other unit holders and the same would pay to the Owner/Vendor/Association/ Society so formed from his/her/their respective date or taking possession of her/their respective flats, and other space.

e) That the Owner/Vendor have no objection whatsoever if the Purchaser shall become member of any society/association to be formed by the Owners for the purpose of safe guarding and maintaining all matters of common interest like repairs, white washing or colour of common areas in use by all the Co-owners of units in the said building including the lift etc. and for all other common amenities.

**AND THE PURCHASER DOTH HEREBY COVENANT WITH THE DEVELOPER/CONFIRMING PARTY as follows:-**

a) That all the dues on account of proportionate panchayat tax or any other taxes if any, shall be paid by the Purchaser whenever demanded by the Developer Confirming party/Jhorhar Gram Panchayat /Association of Owners.

b) That the Purchaser will not open any additional outlet door or window or affix any other apparatus outside any portion of the said building or close any existing door or window which will change the general outlook of the said building.

c) That the Purchaser will keep the Residential Flat and it's concerned partition walls, sewers, drains, pipes and other fittings fixtures and appurtenances thereto belonging in good conditions at his/ her/their own costs and in particular so as to support the structures and protect the other parts of the said building and also the right and interest of the Owner/Vendor in respect of the other portions of the said building.

d) That the Purchaser will not do or suffer to be done anything into or to the said unit or to the common portion of the said building which may be contrary to or against the rules regulations and conditions or bye laws of the Gram Panchayat or any other authority and shall abide by the laws and be responsible for any breach or misconduct thereof.

e) That the Purchaser will not demolish or cause to be demolished any structure in the said building or any part or portion of the same nor will at any time make or cause to be made any new construction of whatsoever nature in or on the said Residential Flat of the building or any part thereof nor will make any addition or alteration in or to the said

Residential Flat or change the outside colour scheme or elevation of the said building and the window projection and other portions of the said building.

f) That the Purchaser shall not make or permit to be made any structural additions alteration or modifications of a permanent nature which will damage the outer wall or cause any obstruction or hindrance or interference in the free ingress or egress into or from the said premises for the Owner/Vendor and other unit holders/owners.

g) That the Purchaser shall not throw any rubbish or dirt or accumulate the same on the common spaces/portions of the building and shall also not keep any footwear racks on the common spaces/portions of the building.

h) That the proportionate right of the Purchaser in the land at the said premises including right in common portions and common facilities are impartible except roof right which he/she has not purchased. The other area of roof of the building which is not the subject matter of this indenture the Owner/Vendor/Developer hereby give license to the Purchaser only to go to the roof for repairing plumbing, installations of antenna, repairing of water reservoir while using said residential flat.

**IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR AND THE PURCHASER as follows:-**

a) The undivided proportionate share in the land comprised in the said premises herein sold, transferred, conveyed, granted and assured unto and in favour of the Purchaser shall always remain impartible.

b) The Purchaser shall sign and execute all papers, documents and applications for the purposes of formation of the Association or Society and in the event of any executing such applications papers and documents including the bye-laws, rules and regulations then in that event the Developer as a constituted attorney of the Purchaser shall sign and execute such applications papers and documents and this Power of Attorney empowered by the Purchaser in favour of the Vendor shall remain irrevocable

and shall cease to have any effect immediately upon the incorporation and in formation of the said Society or Association of owners in the said building.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(Premises/Land)**

**ALL THAT** piece and parcel of land use as Bastu measuring more or less 19 Decimal but as per L.R.R.O.R. about 22.10 decimal with 1000 Sft. old dilapidated pucca structures standing thereon all comprised in L.R. Khatian No.5018, and recorded in as L.R. Dag No.672 (3.1 decimal), 675 (5 decimal), 676 (2 decimal) and 677 (12 decimal), J.L. No. 30, Mouza Jhorhat/Jhorehat, P.S. Sankrail, under Jhorhat/Jhorehat Gram Panchayet, Dist Howrah, with right to use the attached common passage and other easements and amenities attached to the property under development and the same being butted and bounded as follows :-

- On the North : 16'-6" wide common passage.
- On the South : S.E. Railway.
- On the East : Dag No.632 and S.E. Railway.
- On the West : C.C. Paul Sarani.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(Building)**

**ALL THAT** G+4 residential building known as “**N.B.GRIHA PRAVESH APARTMENT**”, comprised of self-contained residential flats and other space constructed on the portion of the land particularly described in the “**FIRST SCHEDULE**” herein above written.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Residential Flat)**

**ALL THAT Residential Flat** measuring ..... sqr. ft. of Carpet area, ..... sqr. ft. of Balcony/Verandah area, both coming up to ..... sqr. ft. of Build-up area and totaling to ..... sqr. ft. including super built up area being Flat No. ...., on the ..... floor, ..... facing having Tiles flooring, of the building known as “**N.B.GRIHA PRAVESH APARTMENT**” construction upon the demarcated part or portion of the land described in the First Schedule above TOGETHERWITH undivided impartible proportionate share in land underneath the said residential flat is situated together with the rights of user of the common area as stated above, all comprised in L.R. Khatian No.5018, and recorded in as L.R. Dag No.672 (3.1 decimal), 675 (5 decimal), 676 (2 decimal) and 677 (12 decimal), J.L. No. 30, Mouza Jhorhat/Jhorehat, P.S. Sankrail, under Jhorhat/Jhorehat Gram Panchayet, Dist Howrah with right to use the attached common passage and other easements and amenities attached to the property under sale within the jurisdiction of the office of the District and Additional District Sub-Registrar, Howrah. The said residential flat under Sale is shown in attached Map/Plan bordered with ‘RED’ colour boundary line. the flat being butted and bounded in the manner as follows:-

On the North :  
On the South :  
On the East :  
On the West :

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Common Easement)**

a) The Purchaser shall be entitled to exercise all rights in common with the other Purchaser for the use of the common parts of the building for ingress in and egress out from the said Residential Flat.

- b) The right in common as aforesaid for getting electricity, water connection and telephone connection through pipes, drains, wires, conduits, lying or being in under through or over the said building and so far as may be reasonably necessary for the beneficial use and enjoyment of the said Residential Flat or common areas of the said building.
- c) The right of protection of other parts of the building by the Purchaser of the Residential Flat as it is necessary to protect the same.
- d) The right of the Purchaser with or without workmen and necessary material to enter into from time to time upon the other parts of the said building for the purpose of repairing such pipes, drains, wires and conduits and aforesaid and/or for the purpose of repairing and repainting or cleaning any parts of the said Residential Flat in so far as such repairing or cleaning cannot be reasonably carried out without such entry provided always that save in case of emergency the Purchaser shall be given forty eight hours' notice in writing of the intention for such entry as aforesaid.
- e) The Purchaser shall be entitled to all rights, privileges, easement, quasi-easement and appurtenances whatsoever belonging to or in any way appertaining to the said unit/said Residential Flat.
- f) The right of access in common with the Owner/developer and the Purchaser and/or Purchaser of other residential flat owners, at all times for all normal and reasonable purpose connected with the passages or corridor as may require for the ingress and egress to and from the said residential flat.
- g) The right of way in common as aforesaid at all times for all purpose connected with the reasonable use and enjoyment of the said Residential Flat along with the passage and/or path way comprised in the said building, provided it permit the Purchaser or servants, agents, employees and guest of the Purchaser without any obstruction and/or blocking with the materials, rubbish on the common passage of the said building.

h) The right to protect the said Residential Flat to or from other parts of the said building so far as he now protects the same. The Purchaser shall use water in her residential Flat (as it has been provided by the Developer) upon payment of maintenance charges duly levied by the Developer or the Owners' Association as the case may be and in case of non-payment of aforesaid maintenance charges the necessary and/or emergency supply of water etc, shall be disconnected and the Vendor/ Developer/ Association of Owners may take any other step or steps as they deem fit and proper for realization of the same.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(Super built-up and Common area of the said building)**

- 1) Staircases and landings and staircase room.
- 2) Installation of common services such as water, sewerage system and other common services as available in the building etc.
- 4) Common passage and lobbies lying and attached with the said building.
- 5) Water pump, pump room of the building.
- 6) Electric wiring, electric meter and meter room in the said building.
- 7) Drainage, sewers and evaluation pipes and septic tank in the said building.
- 8) Overhead water tank of the said building.
- 9) Such other equipment's for security purpose, other common areas/facilities, installations, fixtures, fittings of the said building as it is available and to be used by Flat owners only.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(Common Expenses and Charges)**

Following costs, expenses and outgoings and obligations for which all the owners are to be contributed proportionately according to his/her/their respective allotted portions or as per rules framed by the Developer/Owners Association.

- 1) All costs of maintenance, repairing, white washing, painting, decorating, rebuilding re-construction and lighting the common parts including staircases, path, passage and other common facilities/amenities for the said building.
- 2) The salaries, remuneration and other expenses of all persons employed for the common purpose of the said building including the care-taker, plumber, electrician, sweeper and other.
- 3) All charges and expenses for supplies of common facilities and utilities like common lights, security system, lifting of water etc.
- 4) The expenses particularly for drainage, rain water discharge arrangement, water supply system and for supply of electricity to all common areas mentioned in the Fourth and Fifth Schedule hereto.
- 5) Insurance premium for insuring the said building against earth-quake, fire, lightening, violence, damage etc.
- 6) Expenses and deposits for supply of common facilities and amenities to the Co-owners including common electricity, water supply etc.
- 7) Expenses for Corporation taxes and other taxes, rates impositions and levies and all other outgoings in respect of said flat.
- 8) Costs and charges of establishment for maintenance of the said building and for watch and ward staff and for other security purpose installed in the building.
- 9) Costs and expenses of maintaining the water pump, water reservoir water tank and septic tank of the said building and such other expenses as necessary or incidental for maintaining and up keeping of the said Residential Flat and as well as said building and its common areas, facilities and amenities.
- 10) All litigation expenses incurred for the common purpose of the said building.
- 11) All other expenses and outgoings are deemed to be determined by the Owner and/or Owners Association upon its formation to be necessary or incidental for the common purpose and for the protecting of interest and right of the Purchaser.



12) All expenses referred to above which have direct nexus with the Purchaser or Purchaser herein relating to his/her/their use and enjoyment shall be proportionately borne by the Purchaser and/or Purchaser on and from the date of taking possession of his/her/their respective allotted areas and the purchaser shall also pay for the other common expenses time to time when warranted though the same has not been specifically mentioned herein and the said payments and/or deposit shall be made within 7<sup>th</sup> (Seventh) day of month for which the same be due, in case of monthly payments and otherwise, within 8<sup>th</sup> (Eight) day of the Developer's demand.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

**(Restrictions)**

- a) Not to use the said Residential Flat or any portion thereof for any illegal or immoral purpose.
- b) Not to carry on or permit to be carried on or upon the said Residential Flat or any part thereof, any offensive or unlawful business and also not to use to the said Unit for no other purposes (such as Guest House, Boarding & Loading House, Hotel, Nursing Home, Meeting Place, club, Eating catering Center, Hobby Center or any commercial, manufacturing or processing work etc.) whatsoever without the consent in writing of the Developer first had and obtained.
- c) Not to demolish or cause to be demolished or damaged the said Residential Flat or any part thereof.
- d) Not to claim division or partition of the said land comprised in the said property and the Purchaser hereby agreed that the undivided interest of the Purchaser in the land shall always be impartibly.
- e) Not to allow the storage of any goods, articles or things in the staircases, lobbies or other common parts or areas of the said building or any portion thereof.

- f) Not to block or permit the blocking common areas, open spaces, paths, passages, staircase, lobby, landings etc. in the premises free from obstructions or encroachments and in a clean and orderly manner and not store or allow anyone to store any goods article or things in the staircase, lobby, landing pathways, passages or in any other common areas of the premises.
- h) Not to claim any absolute right over and in respect of any open and/or common space of the said building.
- i) Not to claim any right in respect of the other parts of the said building save and except the right to use the common areas and facilities as may be necessary for the ingress and egress of men and materials to and from the said Residential Flat and open terrace.
- j) Not to put any article including name plate and letter box save at the place approved or provided by the Developer.

**MEMO OF CONSIDERATION**

<b><u>Date</u></b>	<b><u>Mode of Payment</u></b>	<b><u>Bank</u></b>	<b><u>Amount (Rs.)</u></b>
<b><u>Total</u></b>			

(Rupees:.....) only

**WITNESSES:-**

1.

\_\_\_\_\_  
**Signature of the Developer**

2.

**IN WITNESSES WHEREOF** the Parties hereto set and subscribed their respective hands, signature and seal on the day, month and year first above written.

**Signed, Sealed and Delivered**

**in presence of :-**

**WITNESSES:-**

1)

\_\_\_\_\_  
**Signature of the Owner/Vendor  
Developer/Confirming Party**

2)

\_\_\_\_\_  
**Signature of the Purchaser/Vendee**

*Drafted by me and prepared  
in my Sheristha.*

***Advocate***

*Enrollment No. WB/268/1995*

*Mob. No. 8617253762*

*Typed and printed by me:*