

DRAFT COPY

DEED OF CONVEYANCE

1. **Date:** _____

2. **Place:** Kolkata

3. **Parties:**

1. **SREEBHUMI MERCHANDISE PVT. LTD.** a Private Limited Company having **PAN No. AAMCS9652H** incorporated within the provisions of the Companies Act, 1956 having its Registered Office at 11, Mullick Street, Kolkata – 700007 represented by its Director, Sri Sushil Kumar Jain, son of late Bengal Chand Jain, authorized by its Board Resolution dated 01/07/2016, by faith Hindu, by occupation Business of 162/164, M.G. Road, Kolkata – 700007,

2. **SURYA MERCHANDISE PVT. LTD.**, a Private Limited Company having **PAN No. AAMCS9662F** incorporated within the provisions of the Companies Act, 1956 having its Registered Office at 22, Armenian Street, Kolkata – 700001, represented by its Director, Sri Rahul Jain, son of Sushil Kumar Jain, authorized by its Board Resolution dated 02/07/2016, by faith Hindu, by occupation Business of C/o. Variety Stores, 164, M.G. Road, Kolkata – 700007

3. **APOLLO TRADECOM PVT. LTD.** a Private Limited Company having **PAN No. AAHCA6658C** incorporated within the provisions of the Companies Act, 1956 having its Registered Office at 11, Mullick Street, Kolkata - 700007, represented by its Director, Ms. Garima Jain, daughter of Atul Jain, authorized by its Board Resolution dated 02/07/2016, by faith Hindu, by occupation Business of 11 Mullick Street Kolkata-700007.

(Collectively Owners which expression shall unless excluded by or repugnant to the subject or context be deemed to mean to the subject or context be deemed to mean and include their successors in office , successors in interest , representatives, administrators or assigns)

AND

- 3.4 M/S. BAJAJ REALCON PRIVATE LIMITED,[PAN No. AAECB1836C]** a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at 22, Armenian Street Police Station Burrabazar, Kolkata 700001 represented by its Director, **Sri Ankush Jain**, son of , Raj Kumar Jain authorised by its Board Resolution dated 02/07/2016, by faith Hindu, by occupation Business having **PAN No- AGVPJ1120H (“DEVELOPER)** which expression shall unless excluded by or repugnant to the subject or context be deemed to mean to the subject or context be deemed to mean and include the successors , successors in

office /interest , administrators and assigns)

AND

5. son of by
faith Hindu by Nationality Indian, by Occupation Business,
residing at, Police
Station Post OfficeHowrah 711101

(Collectively BUYERS which expression shall unless excluded
by or repugnant to the subject or context be deemed to mean
and include their/his/her heirs, executors, legal
representatives, successors and/ or assigns)

Owners, Developer and Buyers collectively **Parties** and
individually **Party**.

**NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND
BINDS THE CONTRACTUAL RELATIONSHIP BETWEEN THE
PARTIES AS FOLLOWS:**

4. Subject Matter of Agreement:

1. **Transfer of Said Unit And Appurtenances:** Terms and
conditions for transfer of:

**4.1.1 Said Unit: Residential Flat No. "....." on the _____ side
of the "..... Floor, of the New Building named
"PAAVAN CENTRAL", having carpet area
corresponding Covered / Built Up
areacorresponding built-up area of Square
Feet, consisting of 3 (three) bed rooms, 2 (two) toilets, 1
(one) kitchen and 1(one) living/ dining room described in
Part-I of the 2nd Schedule below (Said Unit), demarcated in**

colour Green on Plan B attached hereto situated at Municipal Premises No. 62, Rose Mary Lane, Police Station Golabari, Howrah, Pin 710101, described in the Part II of the 1st Schedule below (Said Land).

2. **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises, as is attributable to the Said Unit (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the built-up area of the Said Unit bears to the total built-up area of the Said Building.
3. **Parking Space:** The right to park in the building, described in **Part-II** of the **2nd Schedule** below (**Parking Space**).
- 4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as is attributable to the Said Unit (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portions**). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the built-up area of the Said Unit bears to the total built-up area of the Said Building.

The Said Unit, the Land Share, the Parking Space, and the Share In Common Portions, collectively described in **Part-III** of the **2nd Schedule** below (collectively **Said Unit And Appurtenances**).

5. **Background:**

- 5.1 **Ownership of the State of West Bengal , Directorate of Fisheries:** The State of West Bengal, Directorate of Fisheries was the sole and absolute owner of All That the land measuring about 2 Bighas and 3 Cottahs , together with building shed, boundaries and other structures whatsoever lying erected and /or built there at situate and lying at and being Municipal Premises No. 62, Rose Mary Lane Police Station Golabari, Sub Registry office Howrah, Pin 710101 in the District of Howrah, by acquisition. [**Mother Land**], described in the **Part I of the First Schedule** below.

2. Making over to Central Fisheries Corporation Limited:

The State of West Bengal, Directorate of Fisheries, on 24th November, 1965 made over possession of a portion of the demarcated land measuring about 18 Cottahs, and 13 Chittacks, together with building, shed and other structures situate and lying at the Southern Portion of the said Premises Premises No. 62, Rose Mary Lane Police Station Golabari, Howrah 710101, to Central Fisheries Corporation, a Government of India Undertaking, having its registered office at 19, Watking Lane, for promotion and marketing of fish in the State of West Bengal, out of the Mother Land, the **[Said Land.]**, described in **Part II of the First Schedule** below.

3. Proposal to Sale to Central Fisheries Corporation Limited :

In response to letter dated 17th November, 1973 and 23rd November, 1973 issued on behalf of the State of West Bengal, to Central Fisheries Corporation, proposing to sell the Said Land, the Central Fisheries Corporation informed the State of West Bengal that it was agreeable to purchase the said land and also to pay the consideration amount of Rs. 1,49, 129/- (Rupees One Lac Forty Nine Thousand One Hundred Twenty Nine only) together with the arrears of lease rent in respect of the said land.

4. Confirmation of the Offer of the Central Fisheries Corporation :

The State of West Bengal, Fisheries Department by its letter No. 4478-Fish/ 15A-14/69 dated 23rd November, 1973 with the concurrence of the Finance Department, Government of West Bengal, vide V.O No. Group A-417 dated 22nd November 1973, confirmed the Central Fisheries Corporation, about sale of the said land against consideration amount of Rs. 1,49, 129/- and also about obtaining the Permission from the Governor on behalf of the State of West Bengal, for the sale.

5. Payment of Consideration Amount, Arrear Lease Rent by Central Fisheries Corporation :

The Central Fisheries Corporation by two Challans both dated 27th November, 1973 deposited the said consideration amount of Rs.1, 49, 129/-

and the arrears of lease rent to the Fisheries Department, Government of West Bengal for purchase of the said land.

- 6. Forwarding Draft Deed of Conveyance by Central Fisheries Corporation to the Fisheries Department, Government of West Bengal :** Upon payment of Rs.1, 49, 129/- being the consideration amount for sale of the said land, the Central Fisheries Corporation, forwarded the Draft Deed of Conveyance for finalization of the draft and execution of the Deed of Conveyance in respect of sale of the said land. Despite exchange of series of correspondence and finally by letter dated 24th August, 1981 the Central Fisheries Corporation again requested the State of West Bengal to execute the Deed of Conveyance in its favour.
- 7. Winding up of Central Fisheries Corporation as per the order of the Hon'ble High Court , Calcutta :** During the pendency of execution of the Deed of Conveyance and holding possession of the said land by Central Fisheries Corporation, by an order dated 17th June 1983 , in C.P No. 152, the Hon'ble High Court, Calcutta, directed that the Central Fisheries Corporation be wound up and in pursuance of the said order, the Official Liquidator took over possession of the said land.
- 8. Notice for Sale of the Said Land and offer made by Kishan Gopal Bagaria to purchase the Said Land :** In pursuance of the Notice caused to be published in the news papers inviting offers for purchase of the said land in terms of the orders passed by the High Court, Calcutta, Kishan Gopal Bagaria submitted his offer to the Official Liquidator and the Hon'ble High Court, Calcutta by an order 20th September, 1984 confirmed the sale of the said land at a consideration amount of Rs. 24 lacs to be paid to the Official Liquidator and directed the State of West Bengal to complete the execution of the sale deed within a timeframe. By another order dated 29th October, 1987, the Hon'ble High Court gave direction for completion of the sale deed in favour of Kishan Gopal Bagaria or his nominee or nominees.
- 9. Payment made by Kishan Gopal Bagaria and nominating his son Sri Anil Bagaria and Rishi**

Bagaria : Kishan Gopal Bagaria paid the entire consideration amount of Rs.24,00,000/- (Rupees Twenty Four Lacs only to the office of the Official Liquidator and nominated his two sons Sri Anil Bagaria and Sri Rishi Bagaria to be inducted as Purchaser along with him in the sale deed.

- 10. Appeal by the Directorate of Fisheries, State of West Bengal :** The Directorate of Fisheries, State of West Bengal challenged the order dated 20th September, 1983 and appealed for recalling the said order and judgment and by an order dated 5th May, 1987 the Hon'ble High Court , Calcutta dismissed the same. Further appeal to the Division Bench of the Calcutta High Court, Calcutta was also dismissed by an order dated 6th November 1989 by the said Division Bench of the Hon'ble High Court, Calcutta.
- 11. Further Appeal by the State of West Bengal in C.A.No. 91 of 2005 :** In or about February , 2005 the Government of West Bengal, made another appeal being C.A.No. 91 of 2005 before the Hon'ble High Court, Calcutta praying for recalling the orders dated 20th September, 1984 and 5th May, 1987, but the said application was dismissed by a judgment and order dated 20th April, 2005. A further Appeal was preferred by the Government of West Bengal, in APOT No. 766 of 2005 against the said order dated 20th April, 2005.
- 12. Meeting between the Fisheries Department, State of West Bengal and Sri Kishan Gopal Bagaria :** With a view to resolve the issue in consideration of the orders passed by the Hon'ble High Court , Calcutta a joint meeting was held between the Fisheries Department , State of West Bengal and Sri Kishan Gopal Bagaria on 7th December, 2009 wherein Sri Kishan Gopal Bagaria urged on complying with the orders of the Hon'ble High Court , Calcutta and by three separate letters dated 10th December, 2009, 11thDecember, 2009 and 7thJanuary,2010, the State Government conveyed to Sri Kishan Gopal Bagaria about the decision of the Government to complete the sale by executing deed of conveyance and withdrawal of APOT No. 766 of 2005. Upon the prayer of the Fisheries Department, State of West Bengal, the Division Bench of the Hon'ble High Court, Calcutta,

passed an order dated 26th March , 2010 to dismiss the case as withdrawn.

- 13. Sale of the said land to Sri Kishan Gopal Bagaria, Sri Anil Bagaria and Sri Rishi Bagaria by the State of West Bengal :** By a Deed of Sale dated 30th March, 2010 registered in the office of the District Sub Registrar, Howrah, recorded in Book No. 1, being No. 3285, the State of West Bengal, through its authorized person, on behalf of the Governor of West Bengal, sold, conveyed, transferred and assigned All That a portion of the demarcated land measuring about 18 Cottahs, and 13 Chittacks, together with building ,shed and other structures situate and lying at the Southern Portion of the Premises No. 62, Rose Mary Lane Police Station Golabari, Howrah 710101, out of total land measuring about 2 Bighas and 3 Cottahs ,together with building shed, boundaries and other structures lying and situate at Municipal Premises No.62, Rose Mary Lane Police Station Golabari, Howrah to Sri Kishan Gopal Bagaria, Sri Anil Bagaria and Sri Rishi Bagaria, who became the joint and absolute owners of the same.
- 14. Sale to Sreebhumi Merchandise Private Limited, Surya Merchandise Private Limited and Apollo Tradecom Private Limited :** By a Deed of Sale dated 14th July, 2010 registered in the office of the District Sub Registrar, Howrah , recorded in Book No. 1, Volume No. 16, Pages from 4246 to 4268 , being No. 6958 for the year 2010, Sri Kishan Gopal Bagaria, Sri Anil Bagaria and Sri Rishi Bagaria, sold, conveyed, transferred and assigned All That the portion of the demarcated land measuring about 18 Cottahs, and 13 Chittacks, together with building, shed and other structures situate and lying at the Southern Portion of the Premises No. 62, Rose Mary Lane Police Station Golabari, Howrah 710101, the **Said Land** to Sreebhumi Merchandise Private Limited, Surya Merchandise Private Limited and Apollo Tradecom Private Limited who became the joint owners of the same.
- 15. Urban Land [Ceiling and Regulation] Act 1976 :** The Owners herein have obtained the ULC clearance certificate from the Competent Authority under the Urban Land [Celeing and Regulation] Act 1976.

- 16. Development Agreement with M/s Bajaj Realcon Private Ltd. by Sreebhumi Merchandise Private Limited, Surya Merchandise Private Limited and Apollo Tradecom Private Limited to Develop the Said Land :** By a Development Agreement dated 6th October, 2017, Sreebhumi Merchandise Private Limited, Surya Merchandise Private Limited and Apollo Tradecom Private Limited appointed **M/s Bajaj Realcon Private Limited**, a company registered under the Companies Act, 1956, having its registered office at 22, Armenian Street, Kolkata 700001 as the Developer to develop the said land by constructing and completing the complex in all respect and to enter into contract on behalf of the Owners with the prospective allottees/purchasers/lessees/transferees for the purpose of sale/transfer/ lease and /or for otherwise dealing with the units / spaces in the buildings comprised in the project under the terms and conditions recorded therein.
- 17. Power Of Attorney to M/s Bajaj Realcon Private Limited by Sreebhumi Merchandise Private Limited, Surya Merchandise Private Limited and Apollo Tradecom Private Limited:** By a registered Power of Attorney registered in the office of the Additional Registrar of Assurances III, Kolkata, the Owners namely, Sreebhumi Merchandise Private Limited, Surya Merchandise Private Limited and Apollo Tradecom Private Limited, granted all requisite powers to **M/s Bajaj Realcon Private Limited** to develop the said land by constructing and completing the complex in all respect and to enter into contract on behalf of the Owners with the intending purchasers/buyers/lessees/transferees for the purpose of sale/transfer/ lease and /or for otherwise dealing with the units spaces in the buildings comprised in the project and to do all the needful for the same.

Sanctioned Plan: a building plan sanctioned by the Howrah Municipal Corporation (HMC) vide Building Permit No 188/15216 dated 07-12-2016 Ward No. 13 (**Sanctioned Plan**, which includes all sanctioned/permmissible modifications made thereto, if any, from time to time.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of total sum of only paid by the Purchaser to the Developer (which the Owners accepts and confirm) herein towards the cost of the said flat being No- on the floor of Municipal Holding No., along with undivided proportionate share and/or interest in the land of the said premises the receipt thereof the **Developer** herein do hereby acknowledge admit and confirm and of and from the same and every part thereof quit release and discharge the **PURCHASER** or his heirs, executors, administrators, representatives and assigns and every one of them the said flat along with proportionate variable share and/or interest in the land, the **Vendor** as **Owner** do by these presents indivisible **GRANT SELL CONVEY TRANSFER ASSIGN AND ASSURE UNTO THE PURCHASER** or their heirs, executors, administrators, representatives and assigns **ALL THAT** the said flat measuring about **Sq.ft. including super built-up area being flat No-..... in the floor at Premises No. Municipal Holding No.**, (which is more fully and particularly described in the **SECOND SCHEDULE** below and hereinafter referred to as the said flat and more fully and particularly shown in the plan annexed herewith and marked with Colour **RED**) along with undivided proportionate share and/or interest in the land of the premises (which is more fully and particularly written in the **SECOND SCHEDULE** written below) together with undivided interest and right to use common area and facilities (which is more fully and described in the **Third Schedule** written below) subject to payment of common expenses to be made by the **PURCHASER** along with the other allottee and/or **Purchaser** of the other flats (which is more fully and particularly described in the **Fourth Schedule** written hereunder) together with common use of sewerage, drains, way, passage, benefits and advantages and other rights liberties easements, quasi-easement to the said property or any part or portion thereof **TO HAVE AND TO HOLD** the same unto and the use of the **PURCHASER** absolutely and forever and the **VENDOR** do hereby covenant with the **PURCHASER** and that **NOTWITHSTANDING** any act deed matter or thing whatsoever by the **VENDOR** made done committed or knowingly suffered to the contrary the **VENDOR** now have good right full power lawful and absolute authority and indefeasible title to grant convey sell transfer and assure the said flat and undivided proportionate share and/or

interest in the land hereby granted sold convey transferred or intended so to be to use of the **PURCHASER** AND THAT the **PURCHASER** shall and may at all time hereafter peaceable hold possess the said flat and undivided proportionate share of the land and will receive rent issue profits thereof without any interruption claim demand whatsoever from or by the **VENDOR** or any other person or persons claiming through or in the trust of the **VENDOR** AND FURTHER THAT the **VENDOR** and other person or persons having or claiming any estate right title interest upon or out of the said property shall and will from time to time and at all time hereafter at the request and costs of the Purchaser make do execute perfect or cause to be made done executed and perfected all as such further and other assurance acts deeds and things whatsoever for further better and more perfectly assuring or confirming the title of the said flat and undivided proportionate share of land UNTO AND TO THE USE of the **PURCHASER** ABSOLUTELY AND FOR EVER in the manner aforesaid as the **PURCHASER** may reasonably require AND THE **VENDOR** undertake and declare that if the **PURCHASER** suffers any loss due to any charges and/or litigation or due to the defect in title of the said property the Vendor will make good all losses so suffered by the **PURCHASER** and simultaneously to the execution of this Indenture the **Vendor** and **Developer** do hereby handing over possession of the said Flat to **PURCHASER** herein.

I **FURTHER MORE THE VENDOR DECLARE AND COVENANTS** as follows

1. The **VENDOR** will not at any time hereafter interfere with the occupation and possession of the said flat of the **PURCHASER** and the **PURCHASER** shall enjoy the said flat as its absolute owner with right to use common area and facilities advantages including the roof of the building in common with other co-owners and vendor.
2. The **VENDOR** will have no right, title and interest in the said flat of the **PURCHASER**.
3. The **VENDOR** will all time hereafter assist the **PURCHASER** at upon every reasonable request and at the cost of the **PURCHASER** made do execute acknowledge cause to be done executed acknowledge all such further acts deeds and things

for further or more particularly assuring the title of the said flat and undivided proportionate share of the land thereof.

4. The **PURCHASER** shall from time to time and all time hereafter peaceably and quietly possess and enjoy the said flat with common area and facilities and will also have right to use the roof, open space of the said building in common with other co-owners, occupiers and **Vendor**.
5. The **VENDOR** will render necessary help to the **PURCHASER** for bringing separate electric meter in his name to mutate his name in respect of the flat hereby transferred.
6. The **VENDOR** undertakes to sign at necessary papers required for making mutation in the name of individual **Purchaser** and also render necessary helps for formation of Co-operative Society and/or owner's Association and registration and mutation of the same.

II. **THE PURCHASER FURTHER COVENANTS** as follows :

- A. The **PURCHASER** after the purchase will not create any obstruction to the **DEVELOPER** to the construction of remaining portion of the Building including further construction of other second. floors on the roof and will allow the **DEVELOPER** its men, agents, architects, workmen and any other person at any time to carry necessary materials through the entrance and staircase to the roof or any other portion of the building.
- B. The **PURCHASER** covenant with the **Vendor** and **Developer** other lawful occupiers of other flats that the **PURCHASER** shall at all times hereafter pay all common area and/or expenses required for the maintenance of the building and its common portion and such payment will be made to the **Developer** by the **Purchaser** within reasonable time as may be fixed by the **Developer** from time to time without any abatement or deduction whatsoever and shall keep the **Developer** and **Vendors** and other lawful occupiers of the other flats indemnified against all such liabilities.

C. **The PURCHASER will –**

- i) Keep the said flat hereby transferred always in good habitable and water tight condition and in particular so as to support shelter and protect the other part of the building.
- ii) Contribute and pay proportionate the costs, expenses and out-goings regularly as mentioned in the Fourth Schedule below.
- iii) So long the said flat of the **PURCHASER** is not separately assessed for municipal rates and taxes, to pay the municipal rates and taxes in respect of the said flat and proportionate share of land hereby transfer to the Developer proportionately.
- iv) Make good defects decay and repair the said flat or portion thereof or for which the notice in writing shall be given by the **Developer, Vendor** or lawful occupiers of the

other flats or on behalf of the Society to be formed by the **Owner** of the different flats of the said Premises and for which the **PURCHASER** shall be liable hereunder to do such repair.

- v) Permit the **Developer, Vendor** and lawful occupier or Owner of the other flats or the Society formed by them and their authorized surveyors with or without workmen to enter into the flat after giving notice to view and examine the state and condition thereof.

THE VENDOR AND DEVELOPER FURTHER DECLARE AS FOLLOWS:

1. The **PURCHASER** shall be entitled to use the said flat as its absolute owner with right to receive rent, issues and profits thereof along with right to sell, transfer, alienate without any obstruction from the Vendor and Developer.
2. That the **PURCHASER** shall be entitled to mutate his name in respect of the said flat in the records of Howrah municipal corporation.

3. The **Vendor and Developer** will render necessary assistance to the **PURCHASER** for smooth and absolute use of the said flat and for the purpose of mutating the name of the purchaser in the records of Howrah Municipal Corporation.
4. The **PURCHASER** shall be entitled to bring and use their own electric meter for the purpose of consumption of electricity in the said flat.
5. That the **PURCHASER** shall be entitled to use the common area for the purpose of ingress and egress to the said flat.

AND THAT the Vendor do hereby accord their consent for mutation and/or separation and/or apportionment of the flat in Municipal and all other government and/or so semi government and/or statutory bodies or authorities **AND DEVELOPER / CONFIRMING PARTY** confirm this Sale.

1st Schedule
Part I
(Mother Land)

ALL THAT land measuring about 2 Bighas and 3 Cottahs , together with building shed , boundaries and other structures whatsoever lying erected and /or built there at situate and lying at and being Municipal Premises No. 62, Rose Mary Lane Police Station Golabari, Sub Registry officeHowrah, Pin 710101 in the District of Howrah delineated on **Plan A** annexed hereto and bordered in color **Red** thereon and butted and bounded as follows:

- On the North** : By remaining Portion of 62, Rose Merry Lane
- On the East** : By Abul Kalam Azad Road[Dobson Road]
- On the South** : By Holding No.5, 6 and 7 Kings Road
- On the West** : By 62/1, Rose mary Lane.

Part II
(Said Land)

ALL THAT the portion of the demarcated land measuring about 18 Cottahs, and 13 Chittacks , together with building ,shed and other structures situate and lying at the Southern Portion of the Premises No. 62, Rose Mary Lane Police Station Golabari, Sub Registry office Howrah 710101, out of the Mother land (**Said Land**)

2nd Schedule

Part-I

(Said Unit)

Residential Flat No. “ _____” on the _____ side of the “ _____th **Floor**, in Block _____ of the New Building named “ PAAVAN CENTRAL _____”, having carpet area _____ corresponding Covered / Built Up area _____ corresponding built-up area of (.....) Square Feet, consisting of(.....) bed rooms,(.....) toilets, 1 (one) kitchen and 1(one) living/ dining room demarcated in colour **Green** on Plan **B** attached hereto situated at Municipal Premises No. 62, Rose Mary Lane, Police Station Golabari, Howrah , Pin 710101, described in the **1st Schedule (Said Premises)**.

Part II

(Parking Space)

Covered Space for reserved for parking of car in theof the building named PAAVAN CENTRAL, admeasuring Square feet more or less, built up area at Municipal Premises No. 62, Rose Mary Lane, Police Station Golabari, Howrah , Pin 710101,

Part III

(Said Unit And Appurtenances)

[Subject Matter of Sale]

The Said Unit, being the Unit described in **Part-I** of the **2nd Schedule** above.

The right to park in the Parking Space, being the Parking Space described in **Part-II** of the **2nd Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share and/or interest in the land comprised in the Said Premises described in the **1st Schedule** above, as is attributable to the Said Unit.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3rd Schedule** below, as is attributable to the Said Unit.

3rd Schedule (Common Portions)

- Driveways (excluding the driveway in the front portion)
- Lobbies
- Staircases and landings
- Stair head room, office room for Association and electric meter space
- Lift machine room, chute and lift well
- Common installations on the roof above the top floor of the Said Building
- Ultimate/Top roof above the top floor of the Said Building
- Overhead water tank, water pipes, sewerage pipes of the Said Building (save those inside any Unit or attributable thereto)
- Drains, sewerage pits and pipes within the Said Building (save those inside any Unit or attributable thereto)
- Electrical installations relating to sub-station and common transformer and wiring and accessories (save those inside any Unit or attributable thereto) for receiving electricity from Electricity Supply Agency to all the Units and Common Portions
- Generator(s), wiring and accessories for providing stand by power to all the Units and Common Portions
- Lift and lift machinery
- Fire fighting equipment and accessories as directed by the Director of West Bengal Fire Services

- Boundary wall around the periphery of the Said Premises and decorative gates for ingress and egress to and from the Said Premises
- Lighting arrangement at the entrance gate and passages within the Said Premises

4th Schedule
(Common Expenses/Maintenance Charge)

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** All litigation expenses incurred for common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions at the Said Building, including the exterior or interior (but not inside any Unit) walls of the Said Building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, generator, changeover switches, CCTV (if any), pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Said Building save those separately assessed on the Buyers.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers,

electricians etc.including their perquisites, bonus and other emoluments and benefits.

**5th Schedule
(Specifications)**

Common Portions:

The Common Portions will be completed and finished as follows:

Structure & Brick Work	RCC framed construction. External Walls: 200/250 mm thick brickwork with cement mortar in proportion (1:6) by using 1 st class kiln burnt brick. Partition Walls: 75/125 mm thick brick work with sand cement mortar in proportion (1: 4) by using 1 st class kiln burnt bricks and in case of 75 mm thick wall wire mesh will be used at every 3 rd /4 th layer.
Plaster	Rough brick surface by 19 mm thick (1:6) cement sand proportion. Finished brick surface by 12 mm thick (1:6) cement sand proportion. Ceiling 6/10 mm thick by (1:4) cement sand proportion. Waterproof compound will be mixed during plastering of external wall.
Stair Case	Staircase will be finished with good quality Marble with railing.

Roof Treatment	Average 25mm thick IPS finished in chequered style over a leveling course of water proofing with aqua proof admixture.
Water Tank	Over Head Tank will be made of R.C.C. and distribution to each Flat will be through GI suitable pipes.
Electrical	<p>Concealed P.V.C. conduits, copper wire of desired cores of reputed make.</p> <p>MS concealed switch box with reputed make switches (Anchor or equivalent) including earthing.</p> <p>Separate Meters for all co-owners as well as for common use will be provided at extra cost.</p> <p>Two elevators (of reputed make) having capacity of eight passengers will be provided.</p> <p>Reputed make flexible copper wire will be used as under for electrical connection.</p> <p>7/20 for main/power line.</p> <p>3/20 for D.B to Junction Box.</p> <p>1/18 for Junction Box to individual light/fan point connection including 5Amp plug point.</p>

<p>Painting Finishing</p>	<p>And Outside face of external walls will be finished with high quality super Snowchem.</p> <p>Internal face of the walls will be finished with very good quality plaster of paris.</p> <p>Gate and grills will be painted with two coats of synthetic enamel paints over two coats of primer (Luxol silk synthetic enamel or equivalent paints will be used).</p>
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Said Flat:

The Said Flat will be completed and finished as follows:

<p>Brick Work</p>	<p>External Walls: 200/250 mm thick brickwork with cement mortar in proportion (1:6) by using 1st class kiln burnt brick.</p> <p>Partition Walls: 75/125 mm thick brick work with sand cement mortar in proportion (1: 4) by using 1st class kiln burnt bricks and in case of 75 mm thick wall wire mesh will be used at every 3rd/4th layer.</p>
<p>Plaster</p>	<p>Rough brick surface by 19 mm thick (1:6) cement sand proportion.</p> <p>Finished brick surface by 12 mm thick (1:6) cement sand proportion.</p> <p>Ceiling 6/10 mm thick by (1:4) cement sand proportion.</p>

Floor of Rooms And Toilets	<p>Bed Rooms, Verandah, Drawing-Dinning will be finished with Marble slab/vitrified tiles of good quality/type.</p> <p>Kitchen & Toilet will be finished with Antiskid Vitrified Tiles/Marble Tiles.</p>
Toilet Walls	Ceramic Tiles upto door heights.
Door	<p>Sal wood frame. Hot pressed flushed doors.</p> <p>Decorative main door.</p>
Window	Aluminium windows with steel grills.
Grills	Mild Steel flats/12 mm square bars will be used as per design.
Sanitary Fittings In Toilets	<p>The following will be provided:</p> <p>Tap with mixing arrangements in toilets.</p> <p>White wash basin of Hindustan or Cera or Parryware make</p> <p>White commode of porcelain of Hindustan or Cera or Parryware make</p> <p>Concealed hot and cold water pipe line with pipes of reputed make.</p> <p>Fittings will be Marc or equivalent brand.</p>
Kitchen	<p>Kitchen platform will be of Black Granite and ceramic tiles over the kitchen platform up to a height 2' 0".</p> <p>Stainless steel sink will be provided.</p>

<p>Electrical Points And Fittings</p>	<p>Concealed P.V.C. conduits, copper wire of desired cores of reputed make.</p> <p>MS concealed switch box with reputed make switches (Anchor or equivalent) including earthing.</p> <p>Reputed make flexible copper wire will be used as under for electrical connection.</p> <p>1/18 for Junction Box to individual light/fan point connection including 5Amp plug point.</p> <p>A.C. points in all rooms excepting toilets and kitchen.</p>
<p>Telephone</p>	<p>Telephone points in all rooms excepting toilets and kitchen.</p>
<p>Painting And Finishing</p>	<p>Outside face of external walls will be finished with high quality super Snowchem.</p> <p>Internal face of the walls will be finished with very good quality plaster of paris.</p> <p>Gate and grills will be painted with two coats of synthetic enamel paints over two coats of primer (Luxol silk synthetic enamel or equivalent paints will be used).</p>

Execution and Delivery:

20.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

EXECUTED AND DELIVERED by the **OWNERS** at Kolkata in the

presence of:

1.

**M/s Bajaj Realcon
Private Limited as
constituted ttorney
of Sreebhumi
Merchandise
Private Limited,
Surya Merchandise
Private Limited
andApollo
Tradecom Private
Limited
[Owners]**

2.

**EXECUTED AND
DELIVERED** by the
DEVELOPER at Kolkata in
the presence of:

1.

**[M/s Bajaj Realcon Private Limited]
[Developer]**

2.

**EXECUTED AND
DELIVERED** by the
BUYERS at Kolkata in the
presence of:

1.

[Purchaser]

Receipt And Memo of Consideration

Received of and from the withinnamed Buyers the within mentioned sum of Rs. _____/- (Indian Rupees _____) only towards the earnest money and in part payment of the Total Consideration payable under this Agreement, in the following manner:

Mode	Date	Bank	Amount

(Indian Rupees _____)

**M/s Bajaj Realcon Private Limited as constituted ttorney of
Sreebhumi Merchandise Private Limited, Surya Merchandise
Private Limited andApollo Tradecom Private Limited
[Owners]**

**[M/s Bajaj Realcon Private Limited]
[Developer]**

Witness

1.

2.