

DEED OF SALE

THIS INDENTURE is made on this the day of
....., 2019, Two Thousand Nineteen.

Cont. P/2

:: 2 ::

BETWEEN

1. SRI BIJOY GUHA MALLICK, son of Late Birendra Nath Guha Mallick, by religion - Hindu (Indian), by occupation - Business, PAN : ADIPG3332Q , residing at Lake View Housing Complex, Flat No.D/SF-3, P.O.&P.S. Chandernagore, District– Hooghly, PIN-712136, presently residing at Uttarayan Apartment, Flat No: D-1/3, Barabazar, P.O & P.S: Chandannagar, Dist: Hooghly, PIN: 712136, **2. SRI KRISHNA CHANDRA MONDAL** son of Late Sitangshu Sekhar Mondal, by religion - Hindu(Indian), by occupation Business, PAN: AFCPM4341K, residing at - Ram Mandir, P. O. Chinsurah (R.S.), P.S.Chinsurah, Dist. Hooghly, **3.SRI CHANCHAL KUMAR BHATTACHARYA** son of Late Prafulla Kumar Bhattacharya, by religion -Hindu (Indian), by occupation - Business, PAN :AEWPB2471A, residing at -A.C. Chatterjee Bye Lane, P.O. & P.S. Chandernagore, District Hooghly , Pin - 712136, hereinafter referred to and called as the **“VENDORS”** (Which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, representatives and assigns) of the **FIRST PART.**

AND

SUPREME UDYOG, (PAN: ABIFS8027N), a Partnership Firm, its having registered office at residing at Lake View Housing Complex, Flat No. D/SF-3, P.O. & P.S. – Chandernagore, District – Hooghly represented by its partners: **1.SRI BIJOY GUHA MALLICK** son of Late Birendra Nath Guha Mallick, by Caste – Hindu, by profession – Business, PAN: ADIPG3332Q, residing at Lake View Housing Complex, Flat No. D/SF-3, P.O. & P.S.

Cont.P/3

:: 3 ::

Chandernagore, District– Hooghly, PIN-712136, presently residing at Uttarayan Apartment, Flat No: D-1/3, Barabazar, P.O & P.S: Chandannagar, Dist: Hooghly, PIN: 712136, **for self and as for Constituted Attorney of other Partners namely: 2. SMT. RATNA GUHA MALLICK**, wife of Sri Bijoy Guha Mallick, by Caste– Hindu(Indian), by Profession – Business, **PAN : ADUPG4235A**, residing at Lake View Complex, Flat No. D/SF-3, Barabazar, P.O. & P.S. – Chandernagore, District– Hooghly, PIN-712136, **3.SRI KRISHNA CHANDRA MONDAL**, son of Late Sitangshu Sekhar Mondal, by Caste– Hindu(Indian), by profession– Business, **PAN : AFCPM4341K**, residing at Ram Mandir, P.O. Chinsurah (R.S.), P.S. Chinsurah, District – Hooghly, PIN-712102, **4. SRI MAINAK MONDAL**, son of Sri Dilip Kumar Mondal, by Caste–Hindu (Indian), by Profession– Business, **PAN : AEIPM8633F**, residing at “Uttarayan”, P.O. Chinsurah (R.S.), P.S. Chinsurah, District- Hooghly, Pin- 712102, **5.SRI CHANCHAL KUMAR BHATTACHARYA**, son of Prafulla Kumar Battacharya, by Caste–Hindu (Indian), by Profession – Business, **PAN : AEWPB2471A**, residing at A.C. Chatterjee Bye Lane, P.O. Chandernagore, District– Hooghly, PIN-712136, and **6. SMT. LIPI BHATTACHARYA**, wife of Sri Chanchal Kumar Bhattacharya, by Caste – Hindu, by Profession – Business, **PAN : AEGPB1837C**, residing at A.C. Chatterjee Bye Lane, P.O.&P.S. Chandernagore, District- Hooghly, PIN-712136, hereinafter referred to and called as the **“BUILDERS/ DEVELOPERS”** (which expression or term shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, successors, administrators, executors, representatives and assign)of the **SECOND PART**.

Cont.P/4

:: 4 ::

AND

....., son of,
by religion –, by occupation –, PAN :,
residing at, P.O., P.S.
....., District, Pin-,
hereinafter called the **“PURCHASER(S)”** (Which expression shall
unless excluded by or repugnant to the subject or context shall be
deemed to mean and include his/her heirs, successors, executors,
administrators, legal representatives and or assigns) of the **THIRD**
PART.

WHEREAS demarcated Bastu Land with structure
admeasuring 3 Cottahs 12 Chittaks appertaining to R.S. Dag No.
247/271 under R.S. Khatian No. 168, Sheet No. 12, within ambit of
Mouza & P.S. Chandernagore, District Hooghly originally belonged
to Madhu Sudhan Seth and Shibani Seth .

AND WHEREAS subsequently said Madhu Sudhan Seth and
Shibani Seth transferred the same in favour of Sri Krishna Chaitanya
Ghosh and Smt. Gita Rani Ghosh for valuable consideration by
executing a Deed of Conveyance dated 02.02.1976 which was
registered at the Office of Sub-Registrar, Chandernagore and recorded
in Book No.I, Volume No. 7, Pages 184 to 188 , being No. 232 for the
year 1976 and deliver possession.

AND WHEREAS Said Krishna Chaitanya Ghosh died
intestate on 11.07.1989 leaving behind his wife Smt. Gita Rani Ghosh,
two sons namely Sri Chinmoy Ghosh and Sri Ranga Nath Ghosh and
one daughter namely Ratna Nag as his only legal heirs and successors
and said Gita Rani Ghosh got and acquired undivided 1/2 share by
way of purchase and undivided 1/8th share by way of inheritance, Sri

Cont.P/5

:: 5 ::

Chinmoy Ghosh acquired undivided 1/8th share, Ranga Nath Ghosh acquired undivided 1/8th share and Smt. Ratna Nag acquired undivided 1/8th share out of the above mentioned property by way of inheritance and possessed the same jointly.

AND WHEREAS Subsequently said Smt. Gita Rani Ghosh transferred her undivided 5/8th share in favour of her son Sri Ranga Nath Ghosh by executing a Deed of Gift which was registered at the Office of Addl. Dist. Sub-Registrar, Chandernagore and recorded in Book No.I, CD Volume No. 32, Pages from 10858 to 10871, being No. 01521 for the year 2004 and deliver possession.

AND WHEREAS said Sri Ranga Nath Ghosh thus being the owner of undivided 5/8th share of the above mentioned property by the strength of the Deed of Gift and undivided 1/8th share by way of inheritance, transferred the undivided 6/8th share to the present Vendors by executing a Deed of Conveyance dated 03.11.2008 which was registered at the Office of Addl. Dist. Sub-Registrar, Chandernagore and recorded in Book No.I, CD Volume No. 6, Pages from 1120 to 1134, being No. 02311 for the year 2008 and deliver possession.

AND WHEREAS said Ratna Nag died intestate on 15.12.1997 leaving behind her husband Sri Gobinda Chandra Nag and one daughter namely Smt. Rimki Basak as her only legal heirs and successors and said legal heirs became the joint owners of undivided 1/8th share out of the above mentioned property by way of inheritance having equal share .

AND WHEREAS said Sri Gobinda Chandra Nag and Smt. Rimki Basak jointly transferred their undivided 1/8th share out of the above mentioned property in favour of the Present Vendors

Cont.P/6

:: 6 ::

by executing a Deed of Conveyance dated 09.04.2007 which was registered at the Office of Addl. Dist. Sub - Registrar, Chandernagore and recorded in Book No.I, Volume No. 2, Pages 5238 to 5253, being No. 00787 for the year 2007 and deliver possession.

AND WHEREAS said Sri Chinmoy Ghosh thus being the owner of undivided 1/8th share of the above mentioned property transferred the same to the present Vendors by executing a Deed of Conveyance dated 08.05.2015 which was registered at the Office of Addl. Dist. Sub-Registrar, Chandernagore and recorded in Book No.I, CD Volume No. 0604-2015, Pages from 2486 to 2509, being Deed No. 060401120 for the year 2015 and deliver possession.

AND WHEREAS due to few error/typographical mistake in the Deed No. 060401120 for the year 2015, said Sri Chinmoy Ghosh further executed a Declaration Deed dated 30.01.2018 which was registered at the Office of Addl. Dist. Sub-Registrar, Chandernagore and recorded in Book No.IV, CD Volume No. 0604-2018, Pages from 607 to 620, being Deed No. 060400035 for the year 2018.

AND WHEREAS the Land Owners SRI BIJOY GUHA MALLICK, SRI KRISHNA CHANDRA MONDAL and SRI CHANCHAL KUMAR BHATTACHARYA thus became the 16 annas absolute owner of the First Schedule of property and possessing the same by mutating and paying the rent and taxes to the appropriate authority. The Owners have effected the property mutated in Chandernagore Municipal Corporation and also in the B.L.& L.R.O. and have established their absolute right of Ownership.

AND WHEREAS the Owner have now absolutely seized and possessed of or otherwise well and sufficiently entitled to all that

Cont.P/7

:: 7 ::

land as described in the schedule of property.

AND WHEREAS the Owners herein have acquired absolute title in respect of the said property specifically mentioned in the First Schedule below and have effected the property mutated in Chandernagore Municipal Corporation and also in the B.L.& L.R.O. and have established their absolute right of Ownership and has been owning and possessing the same by paying rent and taxes to the proper authorities and have clear marketable title to the said property and the said property is free from all sorts of encumbrances Charges, liens, lispendens, attachment, trust whatsoever and that the Vendors are now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL that the First Schedule property.

AND WHEREAS the Owners have absolutely seized and possessed of or otherwise well and sufficiently entitled to all that land as described in the First Schedule of property.

AND WHEREAS the Owner or the First Part has decided to Develop the said property and to construct Multistoried Buildings comprising of several Flats and Commercial units and in that effect they have decided to develop the property through a reputed Developer.

AND WHEREAS the Developer in the name and style of **SUPREME UDYOG**, a Partnership Firm having its office at Lake View Housing Complex, D/SF-3, Barabazar, Chandannagore, Hooghly have approached and requested the Owner /Vendor to allow them to develop the said property and after proper negotiations, the Owner /Vendor has agreed to grant the Developer exclusive right to develop the said property by constructing new multistoried

Cont.P/8

:: 8 ::

buildings thereon in accordance with the plan sanctioned by Chandernagore Municipal Corporation and a Development Agreement was executed between the Owner /Vendor and Developers to that effect on 10.06.2015 which was registered at the Office of A.D.S.R. Chandernagore and recorded in Book No. I, CD Volume No.0604-2015, Pages from 12099 to 12134, being No. 060401473 for the year 2015.

AND WHEREAS the vendor / Owner i.e. the First Part have appointed “SUPREME UDYOG” as their Constituted Attorney Vide General Power of Attorney Dated 10.06.2015 which was duly registered before the A.D.S.R. Chandernagore and recorded in Book No. IV, CD Volume No.0604-2015, Pages from 1076 to 1093, being No. 060400190 for the year 2015 and SRI KRISHNA CHANDRA MONDAL and SRI CHANCHAL KUMAR BHATTACHRYA, Co-Owners Nos. 2 & 3 herein also appointed another Co-Owner SRI BIJOY GUHA MALLICK, son of Late Birendra Nath Guha Mallick, by religion - Hindu (Indian), by occupation - Business, PAN : ADIPG3332Q , residing at Lake View Housing Complex, Flat No.D/SF-3, P.O.&P.S. Chandernagore, District– Hooghly, PIN-712136, presently residing at Uttarayan Apartment, Flat No: D-1/3, Barabazar, P.O & P.S: Chandannagar, Dist: Hooghly, PIN: 712136, as their Constituted Attorney to sign in Deed, Sale Agreement, Agreement etc. and represent on their behalf in respect of the Developer’s allocation by executing a GENERAL POWER OF ATTORNEY dated 10.06.2015 which was duly registered before the A.D.S.R. Chandernagore and recorded in Book No. IV, CD Volume No.0604-2015, Pages from 1094 to 1107, being No. 0604000191 for the year 2015 and the Developers of the Project Supreme Udyog

Cont.P/9

:: 9 ::

have also appointed their Constituted Attorney namely SRI BIJOY GUHA MALLICK, son of Late Birendra Nath Guha Mallick, by religion - Hindu (Indian), by occupation - Business, PAN : ADIPG3332Q , residing at Lake View Housing Complex, Flat No.D/SF-3, P.O.&P.S. Chandernagore, District– Hooghly, PIN- 712136, presently residing at Uttarayan Apartment, Flat No: D-1/3, Barabazar, P.O & P.S: Chandannagar, Dist: Hooghly, PIN: 712136, authorising him to act as their constituted Attorney for the purpose of execution of the Project in the First Schedule property and to represent himself before all competent authority including entering into Agreement for sale with the intending purchaser(s) and obtain payment accordingly, vide General Power Attorney which was duly registered before the A.D.S.R. Chandernagore and recorded in Book No. IV, CD Volume No.0604-2016, Pages from 4035 to 4050, being No. 0604000275 for the year 2016 .

AND WHEREAS the Owner or the First Part shall discharge exclusive right to the Developer to implement the project and agree to convey his land in respect of Flats, Commercial space, Parking space, Common space, Open space etc. to be provided thereon in favour of intending Purchasers in the said property. That the Building Plan for the aforesaid project has been duly sanctioned by Chandannagore Municipal Corporation plan being No. B-2/RB/...../..... dated Subsequently the Building Plan was revised and the revised Building Plan No. is dated duly sanctioned by Chandernagore Municipal Corporation.

AND WHEREAS the Developer is continuing the development work of the multistoried building in the name and

Cont.P/10

:: 10 ::

style of “**SHAONLI**” Apartment on the First Schedule property consisting of several Flats, Shops and Garages containing appropriate facilities to be held and enjoyed as Flats/Garages by the **PURCHASER(S)** within meaning of West Bengal Apartment Ownership Act. 1972 along with all other erections, fittings and fixtures together with the piece and parcel of land or grounds thereunder whereupon or on part where of the same is erected and building being Holding No.1479(New) 725(Old), Kuthir Math Road (West), Ward No. 12 within the municipal limits of Chandernagore Municipal Corporation, fully mentioned and described in the **Second Schedule** hereto and hereinafter referred to as the Building .

AND WHEREAS the **PURCHASER(S)** being satisfied with the title of the property as well as having satisfied with the construction work has agreed to purchase a Flat and One number of Garage of the said Apartment .

AND WHEREAS the **PURCHASER(S)** has / have entered into an **Agreement for Sale** on to purchase a Residential **Flat** being No. “.....” , having Built up area ofSq.ft. and Super -built up area of **.....Sq. ft.** on **..... FLOOR** with sole exclusive transferable and irrevocable right to use the same together with undivided proportionate share or interest in the common parts and common services of the Building, as described in the Third Schedule, hereunder as also shown in the Map enclosed hereto which is to be treated as a part and parcel of this Deed at a consideration of **Rs./-(Rupees)** only.

AND WHEREAS the common parts and common service of

:: 11 ::

the building are fully described in the **Fourth Schedule** hereunder.

AND WHEREAS subsequently the price of the land proportionate to the area of the Flat mentioned in **Third Schedule** below along with the cost of construction and the common area and facilities of the Flat has been settled at **Rs./-** (**Rupees**) **only** and the **PURCHASER(S)** has paid the said consideration money in full which the **VENDOR / LAND OWNER** and the **DEVELOPER** doth hereby acknowledge to have received.

NOW THIS INDENTURE WITNESSETH

That in pursuance of the aforesaid agreement and in consideration of the aforesaid payment of the entire consideration sum of **Rs./-(Rupees**) **only** (as per memo below) payment of which the **VENDOR / LAND OWNER** and the **DEVELOPER** hereby acknowledge, and, of and from the same and every part thereof doth hereby acquit and release the **PURCHASER(S)** the said property being the undivided proportionate share in the land described in the **First Schedule** in respect of the said property together with as calculated on the basis of the area of the Flat described in the **Third Schedule** below being **..... Sq.ft.** Super Built up Area more or less and that **Flat being Serial No. "....."**, on the **.....FLOOR** and the **VENDOR / LAND OWNER** and the **DEVELOPER** doth hereby convey and transfer, assign and assure unto the **PURCHASER(S)** free from all encumbrances, charges, liens, trust, annuities, lispenses, attachments, Debtor and wakf charges, for maintenance and residence / business and servients or easements with **ALLTHAT** the undivided proportionate share

Cont.P/12

:: 12 ::

of land and the Flat and as aforesaid in the piece and parcel of land hereditament, measured more fully described in the **First Schedule** in particular the undivided proportionate share in the land underneath in respect of the Apartment of Flat described in the **Third Schedule** hereinafter referred to as “the said property” or howsoever otherwise the said property situated butted, bounded, called known, numbered, described and distinguished **TOGETHER WITH** all rights, liberties, privileges, easements, lights, appendages, appurtenance, walls, ways, paths, passages, swears, drains, water, water sources and the benefit and advantages to ancient and other right whatsoever to the said property or any part thereof now are or hereto before were hold, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and also compounds, drains, ways, paths, passages, fences and other rights and liberties whatsoever to the said property belonging or in any way appertaining thereto and the reversion or reversions, remainder or remainders, rents, issues and profits thereof and of every part thereof and all the estate, rights, title, interest, property, claims and demands whatsoever both at law and in equity of the **VENDOR / LAND OWNER** and the **DEVELOPER** into and upon the same or any part thereof.

TO HAVE AND TO HOLD THE SAID PROPERTY
HEREBY GRANTED conveyed and transferred or expressed or intended so to be and every part thereof unto and to the use of “the Purchasers” absolutely and forever to be held as heritable and transferable immovable property within the meaning or any law for the time being in force subject to the provisions of the West

Cont.P/13

:: 13 ::

Bengal Apartment Ownership Act.1972 and its subsequent amendments and all the rules and regulations and agreement lawfully made and entered into pursuant to the provisions of the aforesaid Act and also subject to the payment of all rents, taxes, easement etc. now chargeable upon the same or which may hereafter become payable in respect thereof to the Govt. of West Bengal Municipal Authorities and the **VENDOR/ LAND OWNER** and the **DEVELOPER** doth hereby covenant with the **PURCHASER(S)** that notwithstanding any acts deeds or things by the **VENDOR/LAND OWNER** and the **DEVELOPER** made done or executed or knowingly suffered with the contrary the **VENDOR / LAND OWNER** now hath good right and full and absolute power and indefeasible title to transfer the said property hereby sold and conveyed or expressed or intended so to be with the appurtenance up to the **PURCHASER(S)** in manner aforesaid AND that “THE PURCHASE(S)” shall and may at all times hereinafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction interruption, claim or demand whatsoever from or by the **VENDOR / LAND OWNER** or the **DEVELOPER** or any person or persons lawfully or equitably claiming from under or through them free and clear and freely and clearly absolutely acquire exonerated and released or otherwise by and at the cost and expenses of the **VENDOR/LAND OWNER/DEVELOPER** well and sufficiently saved, indemnified and keep indemnified on and from and against all manner or claims, charges, liens, debts, attachments, encumbrances, debtor, wakf charges or maintenance and residence

Cont.P/14

:: 14 ::

whatsoever made or suffered or created by the **VENDOR/LAND OWNER/DEVELOPER** or their predecessors - in - interest or any person lawfully equitably claiming any estate or interest in the said property or any part thereof from under or in trust for them and the **VENDOR / LAND OWNERDEVELOPER** will from time to time and at all times hereinafter at the request and cost of the **PURCHASER(S)** do or execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for furtherance of better and more perfectly assuring the said property and every part and parcel thereof unto and to the use of the **PURCHASER(S)** in any manner aforesaid or shall or may be reasonable required.

AND it is further agreed and declared between the parties as follows :-

A. That the **PURCHASER(S)** shall abide by the Bye – Laws of the Society/ Association to be formed and shall bear and pay their proportionate share of part in the common expenses required to be paid as their share of expenses as required by the other Apartment / shop owners.

B. That the **PURCHASER(S)** shall use the said Flat for residential purpose only and for no other purpose .

C. That the **PURCHASER(S)** shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement nor add any material structure without, in ever such case, the unanimous consent of all the other Flat /Garage owners in the building including the Vendors being first obtained .

D. That the **PURCHASER(S)** shall / will be liable to pay

Cont.P/15

:: 15 ::

the proportionate share of Municipal Tax, Land Tax and also of the common expenses for the maintenance and management of the common areas as described in the Fifth and Sixth Schedule hereunder and such payment could have been made by the PURCHASERS to the Vendors / Developers till the society is not formed by all the Flat owners and Garage owners .

Be it mentioned that by virtue of this Deed of Conveyance of the Flat, the **PURCHASER(S)** has/ have become entitled to the proportionate share of the land and the Apartment Ownership together with the vertical support of the columns and beams easements rights over the common passage on the ground floor for egress and the common areas and facilities of the building for natural use and occupation including the roof and roof areas, Lift room and the **PURCHASER(S)** further covenant with the **VENDOR / LAND OWNER/DEVELOPER** that they will observe the terms and conditions as laid down in the seventh Schedule hereunder .

The **Map** appended with this deed will be treated as a part and parcel of this **Deed.**

THE FIRST SCHEDULE ABOVE REFERRED TO:
(THE LAND)

ALL THAT piece and parcel of **BASTU** Land admeasuring about 0.062 Acre appertaining to R.S. Dag No. 247/271 (Two hundred Forty Seven BUTA Two hundred Seventy One) under R.S. Khatian No. 168 (One hundred Sixty Eight) , corresponding to L.R. Dag No. 378 under L.R. Khatian Nos. 653, 654 & 655, Sheet No. 12, within ambit of Mouza & P.S.: Chandernagore, J.L. No. 1 comprised in Holding No.1479(New) 725(Old), Kuthir Math Road (West), Ward No. 12 within the municipal limits of Chandernagore Municipal

:: 16 ::

Corporation, P.S. Chandernagore, District – Hooghly in the state of West Bengal.

BUTTED AND BOUNDED ON THE :-

On the North :- Property of Dinabandhu Seth & Ors.

On the South :- Property of Swapan Sarkar .

On the East :- Kuthirmath Road (West) .

On the West :- Oly Complex .

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE BUILDING)

The building name and Style of “**SHAONLI**” constructed in Holding No.1479(New) 725(Old), Kuthir Math Road (West), Ward No. 12 within the municipal limits of Chandernagore Municipal Corporation, P.S. Chandernagore, District – Hooghly , being the land described in the **First Schedule** according to the Building Plan being No. dated Subsequently the Building Plan was revised and the revised Building Plan No. is dated duly sanctioned by Chandernagore Municipal Corporation.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(THE UNIT)

ALL THAT the **Residential Flat** on**FLOOR** bearing **No. “.....”**, aggregating approximately Covered area of (.....) **Sq.ft.** and **Super built up Area of(.....) Sq.ft.** of “**SHAONLI**” Apartment referred to the **Second Schedule** situate on the Land referred in the **First Schedule** alongwith proportionate share of common areas and facilities attached to the building mentioned in the **Second Schedule** referred above **TOGETHER WITH** proportionate undivided and impartible

Cont.P/17

:: 17 ::

share and/or interest in the land underneath the said building.
The Floor is made by Tiles.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON PARTS & PORTIONS)

A. Entrance, exits, boundary walls, water body, common paths and passages, common toilets and covered space in ground floor for two wheelers parking, water body and surrounding walls .

B. Stair case, stair case landings on all floor, and roof areas, lift room etc.

C. Rooms and spaces for water pumps, overhead water tanks, reservoir, Lift(s), water pipes, foundations, columns, beams, supports, external electrical installations, switch (s), switch board (s) and all other electrical wiring, fittings, drains, sewerage, all other pipes including rain water and waste water, concealed or exposed, other installation (s) in or around the Building (except only those are installed within the exclusive area of any Unit and / or exclusively for the use of the Purchaser).

D. Such other common parts, areas, equipment, installations, fittings, space in or about the building as are necessary for the common use and/or enjoyment by the co-sharers of the same building.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

A. All expenses for maintenance's, operating, replacing, repairing, renovating, painting of the common portion and the common areas in the building including the water body and outer walls of the building .

B. All the expenses for running and operating all machinery equipment and installations comprised in the common portions

:: 18 ::

including water pumps, Lift(s), electrical installations including the cost of repairing, renovating and replacing the same.

C. Salaries and other emoluments and benefits of and all other expenses of the persons employed or to be employed for the common purposes such as Caretaker, supervisor, accountant, darwans, security personnel, sweepers, plumber, electricians and other maintenance's staff, if any.

D. Cost of insurance premium for insurance of the building and/or the common portions;

E. Municipal Tax, Land Tax, Water tax and other levied in respect of the premises and the building (save and except those are separately assessed in respect of any unit of the Purchaser/s).

F. Costs of formation and operation of the service Organization / Association including the Office expenses.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(MANAGEMENT & MAINTENANCE)

A. The Co-owners of the flats / shops shall form an Association / Society for the common purposes including taking over all obligations with regard to management, control and operation of all the common portions of the said building under West Bengal Apartment Ownership Act. 1972. The Association or 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 / LAND OWNERS and the Developers shall transfer all its rights and obligation as also residue then remaining of the deposits made by the PURCHASER(S) or otherwise after adjusting all amounts

:: 19 ::

then remaining due and payable by the PURCHASER(S) and the amounts so transferred henceforth be so held by the Association / Society under the account of PURCHASER(S) for the purpose of such deposits .

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(THE PURCHASERS SHALL NOT DO THE FOLLOWING)

- A. To obstruct the VENDORS / DEVELOPER or the Association/Society in their Act relating to the common purposes;
- B. To injure, harm or damage the common portions or any other units in the building by making any alteration or withdrawing any support or otherwise.
- C. To alter any portion, elevation or colour scheme of the building;
- D. To carry on or to be carried on any obnoxious, injurious, dangerous, offensive illegal or immoral activity in or through the unit or in the common portions.
- E. To affix or draw any wires, cables, pipes, from and to or through any common portion for outside walls of the building or other units except for the common purpose of laying out of wires for T.V & Telephone .
- F. To keep any heavy Articles or things which are likely to damage the floor or operate any machine other than the usual home appliances.
- G. To make any such structural additions or alterations in the said unit or any part thereof which would affect the structural stability of the said building.
- H. To use the said unit for the purpose of Hotel, Club, Restaurant, Nursing Home, Boarding / lodging house etc. which do not come within the purview of normal livelihood .

:: 20 ::

J. To do any acts or Deeds which are forbidden by the rules and or regulations framed from time to time by the Association / Service organisation for the common purpose and for quite peaceful and beneficial enjoyment of the building.

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

SIGNED, SEALED AND DELIVERED
BY THE WITHIN NAMED VENDORS /
LAND OWNERS AND THE DEVELOPERS
IN THE PRESENCE OF WITNESSES :

1.

2.

SIGNATURE OF THE VENDORS
/ LAND OWNERS

SIGNATURE OF THE DEVELOPER

Cont. P/21

:: 21 ::

MEMO OF CONSIDERATION

RECEIVED by the within named **VENDOR / DEVELOPER**
from the within named **PURCHASERS**, the sum of **Rs./-**
(Rupees)
only as under:-

Sl. No. Chq./DD No. & Date Bank & Branch Amount(Rs.)

- 1.-
- 2.-
- 3.-
- 4.-
- 5.-

WITNESSES :

1.

2.

**SIGNATURE OF THE VENDOR(S)
/ LAND OWNER(S)**

SIGNATURE OF THE DEVELOPER

Drafted by _____
Advocate
Chandernagore Court

Comp. Print by/Typed by

Chandernagore Court .