

**DEED OF CONVEYANCE**

**THIS INDENTURE** made this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (Two thousand and \_\_\_\_\_) A.D;

**BETWEEN**

Contd.....

[1] **SHRI ARUN KUMAR CHATTERJEE [PAN – BBDPC9626D] [AADHAR NO. - \_\_\_\_\_]**, son of Late Uttam Chatterjee, by faith- Hindu, by occupation- Business, residing at 41/10 Sarsuna Main Road, P.S.- Sarsuna, P.O- Sarsuna, Kolkata- 700061; [2] **SMT. ANINDITA CHAKRABORTY [PAN – AKKPC0749E] [AADHAR NO. - \_\_\_\_\_]**, wife of Late Ashish Chakraborty, by faith- Hindu, by occupation- Housewife, residing at 4/4, Kastodanga road P.S.- Sarsuna, P.O- Sarsuna, Kolkata- 700061, represented by their constituted attorney – **CHANDAN MONDAL [PAN- AKFPM0904F]**, son of Late Kanai Lal Mondal, by faith – Hindu, both by occupation – Business, residing at 50C,Becharam Chatterjee Road P.S.-Parnasree, P.O-\_\_\_\_\_, Kolkata-700 034, in the District of South 24-Parganas, vide Agreement for Development and Development Power dated 25<sup>th</sup> day of September 2017 registered in the office of the Addl. District Sub Registrar , South 24 Parganas, West Bengal and recorded in Book No. I, Volume No. \_\_\_\_\_, from Page \_\_\_\_\_ to \_\_\_\_\_ as Being No.\_\_\_\_\_ for the year \_\_\_\_\_, hereinafter referred to as the "**LANDOWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and assigns).

**AND**

**CHANDAN MONDAL [PAN- AKFPM0904F]**, son of Late Kanai Lal Mondal, by faith – Hindu, both by occupation – Business, residing at 50C,Becharam Chatterjee Road P.S.- Parnasree, P.O-\_\_\_\_\_, Kolkata-700 034, in the District of South 24-Parganas, hereinafter referred to as the "**DEVELOPER**"( which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, legal representatives and assigns)

**AND**

[1] \_\_\_\_\_, [PAN – \_\_\_\_\_ ] [AADHAR NO. - \_\_\_\_\_] wife of \_\_\_\_\_, by faith- \_\_\_\_\_, by occupation- \_\_\_\_\_, by nationality - Indian and [2] \_\_\_\_\_, [PAN – \_\_\_\_\_ ] [AADHAR NO. - \_\_\_\_\_] son of \_\_\_\_\_, by faith- \_\_\_\_\_, by occupation- \_\_\_\_\_, by nationality - Indian, both are presently residing at \_\_\_\_\_, P. O. \_\_\_\_\_, P. S.- \_\_\_\_\_, Kolkata – \_\_\_\_\_, hereinafter called the "**ALLOTTEE/PURCHASERS**" (which expression shall unless repugnant to the context or

meaning thereof be deemed to mean and include the allottee's heirs, executors, administrators, successors-in-interest and permitted assigns).

WHEREAS originally one Shakti Ranjan Chatterjee (since deceased), son of Late Priyanath Chatterjee of Jadav Ghosh Road, Sarsuna, Calcutta was the absolute owner by way of purchase ALL THAT piece and parcel of Danga Land measuring more or less 8 (eight) Cottahs 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No, 124, R.S. Khatian Nos. 600 & 603 in Mouza Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia being Holding No. 41, Sarsuna Main Road of the then South Suburban Municipality under Police Station formerly Behala in the District of previously 24-Parganas together with benefit of existing wide Road adjacent to the said property with all easements rights appurtenant thereto from its previous owners Sri Jayat Sen Ghosh and Sri Ramat Sen Ghosh of 25, Baranasi Ghosh Street, Calcutta - 700007 by virtue of one Deed of Sale (Bengali Kobala) dated 22nd May, 1959 corresponding to Bengali Calendar 7 'Jaistha' 1366 B.S. The said Deed of Sale was registered in the Office of the S.R. Alipore and recorded in Book No. I, Volume No. 88, Pages 109 - 117, being Deed No. 4969 for the year 1959 free from all encumbrances.

AND WHEREAS since acquiring right, title and interest in the aforesaid manner; the said Shakti Ranjan Chatterjee recorded and/or mutated his name in the record of the then local South Suburban Municipality in respect of the said land measuring more or less 8 Cottahs 14 Chittaks 19 Sq.ft. and seized and possessed the said property by the payment of necessary rates and taxes to the concerned authority after construction of a Dwelling - Unit over the said property. Subsequently in the Assessment Record of the Kolkata Municipal Corporation the said property had been recorded in the name of said Shakti Ranjan Chatterjee under Assessee No. 411271500675 being Municipal Premises No. 215, Sarsuna Main Road (Mailing Address : 41/10, Sarsuna Main Road, Kolkata 700061) within Ward No. 127 of the Kolkata Municipal Corporation,

AND WHEREAS while thus seized and possessed the said property as absolute owner thereof the said Shakti Ranjan Chatterjee died intestate on 02.01.1993 leaving behind his wife Sunity Chatterjee and only son namely Uttam Chatterjee as his legal heirs and successors who inherited the deceased property jointly as per the law of inheritance under the provision of Hindu Succession Act, 1956 each having undivided equal share in the said property.

AND WHEREAS after demise of the said Shakti Ranjan Chatterjee, his above named wife and son namely Sunity Chatterjee and Uttam Chatterjee (both are now deceased), became the joint owners of ALL THAT piece and parcel of Land measuring more or less 8. (eight) Cottahs 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. :together with Two Storied Building standing thereon forming part of CS. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia within the local limit of the then South Suburban Municipality at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur in the District of previously 24-Parganas now South 24-Parganas together with benefit of existing wide Road adjacent to the said property with all easements rights appurtenant thereto.

AND WHEREAS during joint enjoyment of the said property the said son of Shakti Ranjan Chatterjee namely Uttam Chatterjee died intestate on 23.11.2007 leaving behind his mother Sunity Chatterjee (since deceased), his wife namely Smt. Chandana Chatterjee only son Arun Kumar Chatterjee and one married daughter namely Smt. Anindita Chakraborty as his legal heir, heiresses and successors to inherit her undivided 1/2 share in the said property.

AND WHEREAS thereafter the said Sunity Chatterjee also died intestate on 12.09.2016 and after her death the undivided share of Sunity Chatterjee in the said property devolved upon said Smt. Chandana Chatterjee, Sri Arun Kumar Chatterjee and Smt. Anindita Chakraborty as per the law of inheritance under the provision of Hindu Succession Act, 1956.

AND WHEREAS thus by right of inheritance the said Smt. Chandana Chatterjee, Sri Antin Kumar Chatterjee and Smt. Anindita Chakraborty, the Donor and the Donees herein became the joint owners and/or well and sufficiently to ALL THAT piece and parcel of Land measuring more or less 8 (eight) Cottahs 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. = 6409 Sq.ft. together with Two Storied Building totally measuring more or less 1000 Sq.ft. out of which Ground Floor measuring more or less 600 Sq.ft. and First Floor measuring more or less 400 Scioft. standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza - Dakhin Behala, L. No. 16, R.S. No. 81, Pargana Balia, at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub-Registrar

Office at Behala in the District of South 24-Parganas together with Parganas together with benefit of existing wide Road adjacent to the said property with all easements rights appurtenant thereto and they are now enjoying and possessing the said property by paying relevant rates and taxes to the concerned authority in respect of the said property each having undivided of 1/3rd share in the said property.

AND WHE AS during joint enjoyment of the said property the said Smt. Chandana Chatterjee out of her natural love and affection towards her own son and daughter respectively by a Deed of Gift executed on 24.07.2017 gifted, granted and transferred her undivided and undemarcated 1/3rd share in the said property i.e. undivided and undemarcated 1/3rd share of land measuring more or less 2 Cottahs 15 Chittaks 21.33 Sq.ft. or 2136.33- - Sq.ft. out of the total land measuring 8 Cottahs 14 Chittaks 19 Sq:ft. or 6409 Sq.ft. together with undivided 1/3rd share of Two Storied Building measuring more or less 333 Sq.ft. out of which Ground Floor measuring more or less 200 Sq.ft. and First Floor measuring 133 Sq.ft being portion of total Building measuring more or less 1000 Sq.ft. (Ground Floor measuring more or less 600 Sq.ft. and First Floor measuring more or less 400 Sq.ft.) standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603 in Mouza — Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia, at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub--Registrar Office at Behala in the District of South 24-Parganas together with all other easements rights appurtenant thereto unto and in favour of Arun Kumar Chatterjee and Smt. Anindita Chakraborty, the Owners/First Party herein absolutely and forever. The said Deed of Gift was registered in the Office of the Addl. District Sub Registrar of Behala and entered into in Book No. I, Volume No. 1607- 2017, Page from 193314 to 193344, being No. 160706560 for the year 2017.

AND WHEREAS thus partly by right of inheritance and partly by way of aforesaid Deed of Gift, the said Sri Arun Kumar Chatterjee and Smt. Anindita Chakraborty, the Owners/First Party herein became the joint owners absolutely seized and possession of Land and -well and sufficiently entitled to ALL THAT piece ,and parcel of Land measuring more or less 8 (eight) Cottahs 14 (fourteen) Chittaks 19 (nineteen) Sq.ft. = 6409 as together with Two Storied Building totally measuring more or less 1000 Sas out of which Ground Floor measuring more or less 600 alit. and First Floor measuring more or less 400 Sq.ft. standing thereon forming part of C.S. & R.S. Dag No. 346 under C.S. Khatian No. 124, R.S. Khatian Nos. 600 & 603

in Mouza Dakhin Behala, J.L. No. 16, R.S. No. 81, Pargana Balia, at present within Ward No. 127 of the Kolkata Municipal Corporation being Municipal Premises No. 215, Sarsuna Main Road, Assessee No. 411271500675 under Police Station formerly Behala then Thakurpukur now Sarsuna, Addl. District Sub-Registrar Office at Behala in the District of South 24-Parganas together with Parganas with the benefit of existing wide Road adjacent to the said property TOGETHER WITH all boundary walls, areas, sewers, drains, paths, passages, water connection, electricity connection and all manner of ancient and other rights, lights, liberties, easements, privileges, emoluments, appurtenances, advantages whatsoever standing and being in or upon or belonging thereto or any part thereof, as more fully mentioned in the First Schedule hereunder written and hereinafter for the sake of brevity referred to as the "Said Property".

AND WHEREAS the Owners/First Party herein while thus were/are in peaceful khas possession, occupation and enjoyment of the said landed property, as mentioned in the First Schedule hereunder written, have decided to cause to be erected Building upon the said land by demolishing the existing structure and thereafter to construct a building with several self contained flat/s. But due to paucity of fund the Owner could not materialize their intention. Thus they have taken a decision to develop the said property by and/or through an experienced Developer at the costs and expenses of the Developer.

AND WHEREAS having relied upon the representation aforesaid made by the Owners, the Developer/Second Party herein have discussed with the Owners the terms and conditions on which development of the said premises can be undertaken from his ready fund.

AND WHEREAS the Developer/Second Party herein upon the representation made by the Owners have agreed to build a new building for commercial venture as per plan to be sanctioned by the Kolkata Municipal Corporation and as per specification with the floor plans, elevation, sections made in compliance with the statutory requirement in the said plot of land at the cost to be paid by the Developer and/or received or obtained from time to time from the intending Purchaser/s of the flats or apartments and other spaces to be constructed and will be comprised in the said new building as shown in the plan.

AND WHEREAS now the Owners/First Party herein agreed to enter into an Agreement for Development for their property at Municipal Premises No. 215, Sarsuna Main Road within Ward No 127 of the Kolkata Municipal Corporation, P.S. Sarsuna, Kolkata 700061 with the terms and conditions mentioned in the deed of agreement for development and development power of attorney dated 25<sup>th</sup> September 2017 registered in Book-1, volume no. 1607-

2017,Page from 261444 to 261505 being no. 16708881 for the year 2017 registered at A.D.S.R. Behala.

**AND WHEREAS** while seized and possessed of the aforesaid property, the party of the First Part herein on 25<sup>TH</sup> September 2017, entered into an agreement for development of their property with the party of the Other Part herein, by way of constructing building for mutual benefits. And for effectually managing the affairs of their property as well as for development of the same, the Owners or the party of the One Part herein provided a Development power of attorney to the Developer or the party of the Other Part herein, appointing, nominating and constituting the developer as their attorney on behalf of the Owners/party of the One Part, to do and cause to be done all such acts, deeds, things and matters necessary to be done for the development of their SCHEDULE –‘A’ property of the Owners herein for mutual benefits. The said deed of development and development power of attorney was duly registered at the office of the Additional District Sub registrar South 24 pargaanas and recorded in Book No-I, C D. Vol. No -11607-2017 from Page No-261444 to 261505 as Being No - 160708881 for the year 2017.

**AND WHEREAS** the Developer has registered the Building/ Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on the \_\_\_\_ day of \_\_\_\_\_, under registration no. \_\_\_\_\_.

**AND WHEREAS** the Developer or the party of the Third Part herein were in search of suitable intending buyers for their allocated flats and spaces in the proposed building as per registered Agreement for Development & Development Power of Attorney on 25<sup>th</sup> September 2017,. And the party of the Second Part or the Purchasers herein were in search of a suitable flat to purchase from a reliable and dependable Developer. As such they approached the Developer or the party of the Third Part herein for purchasing one \_\_\_\_ BHK flat from the Developer herein.

**AND WHEREAS** the Allottees/Purchasers had applied for allotment of the Said Unit in the said building under development vide application No. -\_\_\_\_\_ dated \_\_\_\_\_ and has been

allotted Said Unit No.\_\_\_\_ having super built-up area of \_\_\_\_\_ Sq. Ft (\_\_\_\_\_) square feet, more or less, on the North Western/North Eastern/South Eastern/ South Western side of the First/ Second/ Third/Fourth floor in the building named “SAKTI GITA MANSION” along with 1 No of covered independent/covered dependent parking/open independent/ open dependent parking/Two wheeler Parking No.\_\_\_\_, also along with balcony/Verandah admeasuring approximately \_\_\_\_ square feet (Carpet Area) and along with Open Terrace - Nil having super built-up area of NIL square feet if applicable, as permissible under applicable law and of/together with pro rata share in the Common Areas of the entire Building/ Project, as defined under clause (m) of Section 2 of the Act to the extent applicable to the Building/ Project, together with undivided proportionate share of land together with all common facilities and amenities appurtenant thereto.

**AND WHEREAS** the Purchasers had already examined the title of the Owner/Vendor herein, building plan, specification and drawings for the construction of the building and had thoroughly satisfied themselves about the same and by a Agreement for Sale dated \_\_\_\_\_ duly registered at the office of the A.D.S.R-Behala, South 24 Parganas, West Bengal/D.S.R-I/II/III/IV, South 24 Parganas, West Bengal/ A.R.A-I, Kolkata and recorded in Book No.-I, Volume No. \_\_\_\_\_, From Pages \_\_\_\_\_ to \_\_\_\_\_ as Being No. \_\_\_\_\_ for the year \_\_\_\_\_, the Purchasers herein had agreed to acquire Said Unit No.\_\_\_\_ having super built-up area of \_\_\_\_\_ Sq. Ft (\_\_\_\_\_) square feet, more or less, on the North Western/North Eastern/South Eastern/ South Western side of the First/ Second/ Third/Fourth floor in the building named “SAKTI GITA MANSION” along with \_\_ No of covered independent/covered dependent parking/open independent/ open dependent parking/Two wheeler Parking No.\_\_\_\_, also along with balcony/Verandah admeasuring approximately \_\_\_\_ square feet (Carpet Area) and along with Open Terrace - Nil having super built-up area of NIL square feet if applicable, as permissible under applicable law and of/together with pro rata share in the Common Areas of the entire Building/ Project, as defined under clause (m) of Section 2 of the Act to the extent applicable to the Building/ Project together with undivided proportionate share of land together with all common facilities and amenities appurtenant thereto, for a total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only payable as per the agreed payment schedule by the Purchasers herein to the Developer herein for purchasing the aforesaid Unit from the Developer, which the Purchasers herein had already paid to the Developer herein, which the Developer this day duly acknowledges the receipt of the full and final payment hereof.

**NOW THIS INDENTURE WITNESSETH THAT** in pursuance of the said Agreement dated \_\_\_\_\_ made between the Vendors, Developer and the Purchasers herein and in consideration of the said total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only paid by the Purchasers to the Developer herein at or before the execution of these presents (the receipt of which sum the Vendor as well as the Developer herein doth hereby admits and acknowledge and of and from the same and every part thereof acquit release and forever discharge the Purchasers as well as the said Unit No.\_\_\_\_ having super built-up area of \_\_\_\_\_ Sq. Ft (\_\_\_\_\_) square feet, more or less, on the North Western/North Eastern/South Eastern/ South Western side of the First/ Second/ Third/Fourth floor in the building named “SAKTI GITA MANSION” along with \_\_\_ No of covered independent/covered dependent parking/open independent/ open dependent parking/Two wheeler Parking No.\_\_\_\_, also along with balcony/Verandah admeasuring approximately \_\_\_\_\_ square feet (Carpet Area) and along with Open Terrace - Nil having super built-up area of NIL square feet if applicable, as permissible under applicable law and of/together with pro rata share in the Common Areas of the entire Building/ Project, as defined under clause (m) of Section 2 of the Act to the extent applicable to the Building/ Project together with undivided proportionate share of land together with all common facilities and amenities appurtenant thereto more fully described in the **SCHEDULE-‘B’** hereunder hereinafter referred to as the said Unit TOGETHERWITH right and interest and benefits in respect of all common parts/areas/portions, common amenities and common convenience relating thereto particularly described in the **SCHEDULE-‘C’** hereto for the beneficial use and enjoyment of the said Unit AND TO HAVE AND TO HOLD the said Unit unto the Purchasers absolutely free from all encumbrances, trust, lien, attachments, lispenses, whatsoever.

1. The Vendors/Developer doth hereby covenant with the Purchasers as follows :-

- (a) The interest which the Vendors/Developers doth hereby profess to transfer, subsists and that they have good right, full power, absolute authority and indefeasible title to grant, convey, transfer, sell, assign and assure the said Flat granted, conveyed, sold, transferred, assured and assigned unto the Purchasers in the manner aforesaid.

- (b) It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into, hold, possess and enjoy the said Unit, together with right and interest in common areas described in Schedule-‘C’ and to receive the rents, issues and profits thereof without any interruption, hindrance, claim or demand or disturbances whatsoever from or by the Vendors or any persons or person claiming through under or in trust for them.
- (c) The said Unit is freed and discharged from and against all manner of encumbrances whatsoever.
- (d) The Vendors shall from time to time and at all times hereafter upon every reasonable requests and at the cost of the Purchasers make, do, acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyances, matters and things whatsoever for better or more perfectly assuring the said Unit, unto the Purchasers in the manner aforesaid as shall or may be reasonably required.
- (e) The Vendors have not concealed or suppressed any material defects in the title.
- (f) The Purchasers shall be entitled to sell, transfer, mortgage and to dispose of the said Unit, in any manner without any interference from the Vendors or other occupants of the building.
- (g) The Purchasers shall become a member of the association of the flat owners and shall pay proportionate maintenance charges to such association regularly.
- (h) The Purchasers shall sign and execute all papers, documents and applications for the purpose of formation of the syndicate or association or society of flat/space owners as may be necessary.
- (i) The Purchasers shall be bound by terms as embodied in the Agreement for Sale dated \_\_\_\_\_ duly registered at the office of the A.D.S.R-Behala, South 24 Parganas, West Bengal/D.S.R-I/II/III/IV, South 24 Parganas, West Bengal/ A.R.A-I, Kolkata and recorded in Book No.-I, Volume No. \_\_\_\_\_, From Pages \_\_\_\_\_ to \_\_\_\_\_ as Being No. \_\_\_\_\_ for the year \_\_\_\_\_.
- (j) The Purchasers shall pay all fees, charges, fines and penalty (if any) imposed by the KMC for any internal changes (if made) in the aforesaid flat and shall mutate their names in the records of the Kolkata Municipal Corporation [South Suburban Unit] and shall pay assessed taxes regularly, until separate

assessment is made shall pay proportionate Municipal taxes to the Developer/  
Flat Owners Association.

- (k) The Purchasers shall bring separate electric meter in their name/s for their needs at their own cost (if required).
- (l) The Purchasers shall had separately paid the GST applicable as per government norms extra apart from the total consideration amount of the Unit.

The **SCHEDULE – ‘A’** referred to as

The “**PROPERTY**”

**ALL THAT** piece and parcel of Bastu land measuring more or less 8 (Eight) Cottahs 14 (fourteen) chittacks 19 (Nineteen ) Sq.fts comprised in C.S./R. S. Dag No. 346, under C.S Khatian No. 124, R.S Khatian No. 124, R.S. Khatian No. 600 & 603 in mouza – Dakhin Behala, J.L. no. 16, R.S No. 81, Pargana Balia, at present ward no. 127, Kolkata Municipal Corporation, situated at District 24 Parganas (South), Sub Registry office at Alipore, Mouja – Dakshin Behala, Pargana- Balia, P.S- Sarsuna, being Premises No. 215, Sarsuna Main Road, Kolkata- 700061 together with all easement right belonging and appurtenant thereto which is butted and bounded by:-

On the North: 12ft wide road

On the South: 40’ft wide Sarsuna main road

On the West: partly land of Latika R. Ghose and partly other property.

On the East: 16’ft wide road

The **SCHEDULE – ‘B’** referred to as

the “**FLAT/UNIT**”

**ALL THAT** the flat /Unit no. \_\_\_\_\_, having carpet area of \_\_\_\_\_ sq. ft. as per the definition given in the Act, balcony/varandah area \_\_\_\_\_ sq. ft. aggregating to a chargeable Super Built Up area of \_\_\_\_\_ sq. ft. and together with 01 no. of covered car parking space being C. P. No. \_\_\_\_ situated on the ground floor, all situated within the Building/ Project/Building and delineated on the plan annexed hereto and bordered in colour "RED" thereon on the plan annexed being Annexure-A hereto **TOGETHER WITH** the right to use the Common Areas

in common with the other occupants of the Building/ Project **AND TOGETHER WITH** rights appurtenant thereto

The **SCHEDULE – ‘C’** referred to as  
(“Common Areas”)

ALL THAT the common areas, facilities, amenities and/or the portions of the Building/ Project, which will be earmarked/meant by the Developer for beneficial common use and enjoyment of the Purchasers/occupants of the buildings of the Building/ Project and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Developer.

ALL THAT the common areas, facilities, amenities and/or the portions of the Building/ Project, which will be earmarked/meant by the Developer for beneficial common use and enjoyment of the Allottee/occupants of the buildings of the Building/ Project and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Developer.

1. The part of the land remaining vacant after construction of the proposed multistoried building at the said premises, and all easements, rights, appurtenances belonging to the land and the building.
2. The foundation, columns, girders, beams, supports, main walls, passages etc.
3. One underground and over head water reservoir together with the main pipe line from the KMC and Common Drainage system and Sewerage system. The Developer shall provide a Tap connection on the Roof.
4. Stairs from the Ground floor upto the roof of the building.
5. Common Passage/Passages for ingress and egress to the said building.'
6. Pump Room.
7. Electrical Wirings and main electrical power source to the building.
8. Boundary walls.
9. Main gate.
10. Roof of the building

11. All other common areas, equipment, installation, fixtures, fittings and spaces in or about the said building as are necessary or convenient to its existence maintenance and safety or normally in common use and as are specified by the vendor expressly to be the common parts of the flat.
12. Keys of the Main Gate.
13. Keys of the Electric Meter room.
14. Lift with Lift Room.

The **SCHEDULE – ‘D’** referred to as  
the **“PROPORTIONATE EXPENSES”**

Costs, expenses and outgoings and obligations for which all the flat owners are to contribute proportionately:

The expenses of maintaining, repairing, redecorating and renewing the main structures and in particular the drainage system, sewerage, rain water discharge arrangements, water supply system, system of electricity, to all common areas mentioned in the Schedule – ‘C’ hereto including lift.

The expenses of repairing, maintaining, painting, white washing and colour washing the main structures of the building including the exterior of the said building and also the common area of the building described in the Schedule – ‘C’ above written.

The cost of cleaning and lighting the entrance of the building, passages and open spaces around the building, lobby, corridors, stair case, roof, lift, tanks and other common areas.

Salaries, wages, fees and remunerations of security personnel, sweepers, plumbers, electricians, care takers, liftman or any other persons whose appointment may be considered necessary for maintenance and protection of the said premises and administration and management of the affairs thereof.

Insurance premium of the building [if any]

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

**SIGNED, SEALED AND DELIVERED,**

At Kolkata, in the presence of Witnesses:

1.

**VENDORS / FIRST PART**

2.

**DEVELOPER / SECOND PART**

**PURCHASERS / THIRD PART**

Prepared by me in my office.

, **ADVOCATE,**

High Court, Calcutta

**RECEIVED** of and from the within named Purchasers the within mentioned sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only being the Full & Final payment of the total consideration money as per memo below : -

1. By Cheque No. \_\_\_\_\_ dated \_\_\_\_\_  
drawn on \_\_\_\_\_, \_\_\_\_\_ branch. Rs.  
\_\_\_\_\_/-
2. By Cheque No. \_\_\_\_\_ dated \_\_\_\_\_  
drawn on \_\_\_\_\_, \_\_\_\_\_ branch. Rs.  
\_\_\_\_\_/-
3. By Cheque No. \_\_\_\_\_ dated \_\_\_\_\_  
drawn on \_\_\_\_\_, \_\_\_\_\_ branch. Rs.  
\_\_\_\_\_/-
4. By Cheque No. \_\_\_\_\_ dated \_\_\_\_\_  
drawn on \_\_\_\_\_, \_\_\_\_\_ branch. Rs.  
\_\_\_\_\_/-

[**RUPEES** \_\_\_\_\_ **ONLY**]

**WITNESSES:**

- 1.
- 2.

\_\_\_\_\_

**DEVELOPER / THIRD PART**