

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of September, 2020

(Two Thousand Twenty),

AMONG,

"1) CHHANDA GHOSH, Having PAN: ".....", Aadhar No :-, Mobile No :-, Wife of 2) RITAM GHOSH Having PAN: ".....", Aadhar No :-, Mobile No :-, Son of, & 3) ARHAN GHOSH Having PAN: ".....", Aadhar No :-, Mobile No :-, Son of, ALL residing at :-

....., hereinafter referred to as the "OWNER/VENDOR" (which term or expression shall unless be excluded or repugnant to the context be deemed to mean and include each of her respective legal heirs, successors, executors, assigns, administrators and legal representatives) of the "FIRST PART" (through their constituted Attorney Pradip Kumar Dutta and Pradip Banerjee, who were appointed by a Development Power of Attorney dated 03/10/2018 as was registered at the Office of the Additional Sub - Registrar at Naihati, District - North 24 Parganas, vide Book No. I, C.D. Volume No. 1507-2018, Pages 161641 to 161669 being Deed No. 150708450 for the year 2018, to act on their behalf)



M/S. BALAJI ENTERPRISE

Pradip Kumar Dutta

Partner

A N D,

BALAJI ENTERPRISE, Having PAN: "AAOFB7533K", A Partnership Firm, Registered under the provisions of Partnership Act, 1932, **Having its Registered Office at:-** Sai Tower, Block - A, 1st Floor, 6 No. Bijoy Nagar, Dhankal, Post Office - Naihati, Police Station - Naihati, District - North 24 Parganas, Pin Code - 743165, West Bengal, duly Represented by its Partners:-
1) SRI PRADIP KUMAR DUTTA, Having PAN:- **ADUPD9143Q**, Aadhar No., Mobile No :- 9830143064, Son of Late Nitya Gopal Dutta, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, **Residing at:-** Deulpara, Vidyasagar Path, Post Office - Naihati, Police Station - Naihati, District - North 24 Parganas, Pin Code - 743165 & **2) PRADIP BANERJEE**, Having PAN:- **AGDPB0757C**, Aadhar No :-, Mobile :- 9836227468, Son of Late Vivekananda Banerjee, by Faith - Hindu, by Nationality - Indian, by Occupation - Business, **Of:-** Puja Complex, 2 No. Arabinda Nagar, Naihati, Post Office - Naihati, Police Station - Naihati, District - North 24 Parganas, Pin Code - 743165, hereinafter called the "**PROMOTER/ DEVELOPER**" (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include successors-in-interest and permitted assigns) of the "SECOND PART".

A N D,

"SRI X Y", PAN:-, Aadhar No.:- ,
Mobile No.:-, Son of Z, Aged about years, By Faith -, By Nationality - Indian, By Occupation -, **Of:-** Post Office -, Police Station -, District -, Pin Code -, State -, India; hereinafter called the "**PURCHASER**" (which term or

expression shall unless be excluded or repugnant to the context be deemed to mean and include each of their respective legal heirs, successors, executors, assigns, administrators and legal representatives) of the "THIRD PART".

WHEREAS one Satish Chandra Ghosh (since deceased) was the absolute owner of all that a piece and parcel of Bastu Land measuring about 62.25 Decimal appertaining to R.S. Dag No. 407 & 408, R.S Khatian No. 1220, Mouza - Naihati, hereinafter referred to as the **AFORESAID PROPERTY**.

AND WHEREAS while he was enjoying the Aforesaid property after exercising his valuable right, title, interest and possession therein unfortunately died in the year 1962, leaving behind his Daughter - in Law, namely, Durgabati Ghosh and three Grandsons, namely, Arun Kumar Ghosh, Sunil Kumar Ghosh & Biman Kumar Ghosh as his Wife & only Son, namely, Pramatha Nath Ghosh had predeceased him.

AND WHEREAS upon demise of said Satish Chandra Ghosh, his Daughter - in - Law, namely, Durgabati Ghosh and three Grandsons, namely, Arun Kumar Ghosh, Sunil Kumar Ghosh & Biman Kumar Ghosh, have become the absolute joint owners in respect of the Aforesaid Property out of law of inheritance.

AND WHEREAS thereafter the surviving legal heirs of said Satish Chandra Ghosh due to their convenience and comfortable use & enjoyment of their share in the Aforesaid Property duly partitioned the same among themselves through execution of a valid Deed of Partition on the 16th day of January, 1988, as was registered at the Office of the

Additional District Registrar at Naihati, District - North 24 Parganas, wherein the same has been entered into Book No. I, Volume No. IV, Page No.s 223 to 238, being Deed No. 311 for the year 1988.

AND WHEREAS according to the said Deed of Partition, said Biman Kumar Ghosh, being the predecessor - in - interest of the Owners hereinabove have been duly allotted a piece and parcel of Bastu Land measuring about 03 Cottahs 04 Chittaks 3.3 Sq. Ft. equivalent to 05.38 Decimal along with an old dilapidated structure along with another piece and parcel of land measuring about 03 Cottahs 10 Chittaks 9.42 Sq. Ft. equivalent to 06.15 Decimal, both appertaining to R.S. Dag No. 407, corresponding to L.R. Dag No. 618 & 619, both under R.S. Khatian No. 1220, corresponding to L.R. Khatian No. 10144, 10145 & 10416, both under J.L. No. 03, Re Sa No. 21, Mouza - Naihati, being Municipal Holding No. 124 (Old), 124/A (New), 124/B (New), Ward No. 10, under Naihati Municipality, situated at R.B.C. Road, Naihati, Police Station - Naihati, District - North 24 Parganas, within the limits of the Office of Additional District Sub - Registrar at Naihati, hereinafter referred to as the **SAID PROPERTY** which has been specifically described in Schedule "Gha" and specifically shown in Lot "C" in the Annexed Site Plan of the Deed of Partition dated 16.01.1988.

AND WHEREAS thereafter said Biman Kumar Ghosh during his lifetime transferred a piece and parcel of land measuring about 3 Cottah 10 Chittak 9 Sq. Ft. equivalent to 06.01 Decimal along with structures therein out of the Aforesaid Property in favour of Sunil Kumar Ghosh by execution of a valid Deed of Gift on the 21st day of February, 2001 and registered at the Office of the A.D.S.R. Naihati, wherein the same was

entered into Book No. I, being Deed No. 4636 for the year 2005 after retaining the remaining portion of the Aforesaid Property measuring about 03 Cottah 04 Chittak 3 Sq. Ft. under his ownership and possession.

AND WHEREAS thereafter, one of the legal heirs of Satish Chandra Ghosh, namely, Sunil Kumar Ghosh, being the Second Part of the Deed of Partition dated 16.01.1988, out of his allotted portion in the Aforesaid Property, which has been specifically described in Schedule "Ga" and specifically shown in Lot "B" in the Annexed Site Plan of the Deed of Partition dated 16.01.1988, transferred a well demarcated piece and parcel of land measuring about 03 Cottah 11 Chittak 24 Sq. Ft. equivalent to 06.15 Decimal appertaining to R.S. Dag No. 407, under R.S. Khatian No. 1220, of Mouza - Naihati, District - North 24 Parganas, in favour of Biman Kumar Ghosh through execution of a Deed of Gift on the 21st day of February, 2001, as was entered into Book No. I, Volume No. 85, Pages No. 387 to 392 being Deed No. 4141 for the year 2001.

AND WHEREAS accordingly, said Biman Kumar Ghosh became the absolute owner of a well demarcated piece and parcel of Bastu Land measuring about 06 Cottah 15 Chittak 27 Sq. Ft. equivalent to 11.53 Decimal appertaining to R.S. Dag No. 407, corresponding to L.R. Dag No. 618 & 619, both under R.S. Khatian No. 1220, corresponding to L.R. Khatian No. 10144, 10145 & 10416, both under J.L. No. 03, Re Sa No. 21, Mouza - Naihati, being Municipal Holding No. 124 (Old), 124/A (New), 124/B (New), Ward No. 10, under Naihati Municipality, situated at R.B.C. Road, Naihati, Police Station - Naihati, District - North 24 Parganas, within the limits of the Office of Additional District Sub - Registrar at Naihati, through the Registered Deed of Partition being

Deed No. 331 dated 16.01.1988 and Registered Deed of Gift being Deed No. 4141 dated 21.02.2001, hereinafter referred to as the "**Said Property**".

AND WHEREAS said Biman Kumar Ghosh while was enjoying the Said Property after exercising his valuable right, title, interest and possession therein unfortunately died on 28.11.2010 leaving behind his Wife, namely, Chhanda Ghosh and two Sons, namely, Ritam Ghosh & Arhan Ghosh.

AND WHEREAS upon demise of said Biman Kumar Ghosh, his Wife, namely, Chhanda Ghosh and two Sons, namely, Ritam Ghosh & Arhan Ghosh, have thus become the absolute joint owners in respect of the Said Property, out of law of inheritance who after being the joint owners of the Said Property duly mutated their named with the local Naihati Municipality wherein the Said Property has been recorded as Holding No. 124/A & 124/B, under Ward No. 10 of the Naihati Municipality as well as recorded their names with the Government Sherestha wherefrom relevant L.R. Record of Rights has been published in their names separately under respective Khatian No.s 10144, 10145 & 10146 under L.R. Dag No. 618 & 619.

AND WHEREAS accordingly, Chhanda Ghosh, Ritam Ghosh & Arhan Ghosh, are the present absolute joint owners in respect of the Said Property being a well demarcated piece and parcel of Bastu Land measuring about **06 Cottah 15 Chittak 27 Sq. Ft.** equivalent to **11.53 Decimal** appertaining to **R.S. Dag No. 407**, corresponding to **L.R. Dag No. 618 & 619**, both under **R.S. Khatian No. 1220**, corresponding to **L.R. Khatian No. 10144, 10145 & 10416**, both under **J.L. No. 03, Re Sa No. 21,**

Mouza - Naihati, being Municipal Holding No. 124 (Old), 124/A (New), 124/B (New), Ward No. 10, under Naihati Municipality, **situated at:-** R.B.C. Road, Naihati, within the limits of the Office of Additional District Sub - Registrar at Naihati, Police Station - Naihati, District - North 24 Parganas.

AND WHEREAS with a view to develop or cause to be developed by constructing a multi - storied building (G+.....) over the plot of land, more fully and particularly described in the Schedule "A" herein below, the Developers herein approached to the Owner and expressed their intention to develop the Said Property according to the Building Plan as to be approved and sanctioned by the Naihati Municipality.

*AND WHEREAS accordingly the First Part & the Second Part being the Owner and the Developers hereinabove being agreed to the Terms & Conditions from each other duly entered into a Development Agreement on **03/10/2018** as was registered at the Office of the Additional Sub - Registrar at Naihati, District - North 24 Parganas, *vide* **Book No. I, C.D. Volume No. 1507-2018, Pages 160863 to 160902 being Deed No. 150708446 for the year 2018** with certain terms & conditions who further authorized the Promoter to act as his Attorney through execution of a **Development Power of Attorney** dated **03/10/2018** as was registered at the Office of the Additional Sub - Registrar at Naihati, District - North 24 Parganas, *vide* **Book No. I, C.D. Volume No. 1507-2018, Pages 161641 to 161669 being Deed No. 150708450 for the year 2018, for Development and Commercial Exploitation of the Said Property.***

AND WHEREAS according to the terms & conditions of the said Development Agreement dated 03/10/2018, as was registered at the Office of the A.D.S.R. Naihati, District – North 24 Parganas, wherein the same was entered into Book No. I, Volume No. 1507-2018, Pages from 160863 to 160902, being Deed No. 150708446 for the year 2018, the First Part herein above duly executed a Developmental Power of Attorney in favour of the Second Part hereinabove on 03/10/2018 as was registered at the Office of the Additional Sub – Registrar at Naihati, District – North 24 Parganas, vide Book No. I, C.D. Volume No. 1507-2018, Pages 161641 to 161669 being Deed No. 150708450 for the year 2018, to do all the acts regarding the development and construction of a multi – storied building over the Said Property even to sell the Developers’ Allocation as was specifically stated in the Said Development Agreement.

AND WHEREAS the Second Part hereinabove has already obtained the Sanctioned Building Plan vide Plan No. dated from the Naihati Municipality and have raised a Multi – Storied Building (G+.....) comprising of different residential and non-residential units over the Said Property with a view to sell the same to the intending purchasers out of the Developers’ Allocation according to Sanctioned Building Plan.

*AND WHEREAS the Third Part being satisfied about the materials used in the construction, nature of construction of the multi-storied building, facilities therein and being satisfied with the ownership of the First Part hereinabove has decided to purchase a Self Contained Residential Flat in good habitable condition measuring about (.....) Sq. Ft. being **Super Built Up Area** being Flat No., on the **Side** on the **Floor**, consisting of Bedrooms, Drawing cum Dining Room, Balcony, Kitchen, Toilets, in the Multi Storied Apartment (G+) known as “..... **Apartment**” as constructed upon the “A” Schedule Property, which has been specifically described in*

the Schedule "B" from the Developers' Allocation hereunder written and hereinafter referred to as the "SALEABLE FLAT" along with "FITTINGS & FIXTURES" as has been specifically described in the Schedule "C" hereunder written and "COMMON FACILITIES" as has been specifically described in the Schedule "D" hereunder written along with "COMMON SPACE & COMMON AREAS" as has been specifically described in the Schedule "E" hereunder written duly ventilated his intention to purchase the same to the First Part & Second Part hereinabove.

AND WHEREAS the First Part & Second Part hereinabove after knowing the intention of the Third Part has agreed to sell the Saleable Flat as specifically described in the Schedule "B" herein underwritten to the Third Part at a total consideration of Rs. /- (**Rupees** ... **Only**)

AND WHEREAS the Third Part hereinabove has agreed to purchase the Saleable Flat in the agreed amount at Rs. /- (**Rupees** ... **Only**) which has been mutually fixed by both the party.

NOW THESE PRESENTS WITNESSES AND IT IS HEREBY AGREED BY IN
BETWEEN THE PARTIES TO AS FOLLOWS:-

1. **That** the Purchaser has agreed to purchase the Saleable Flat at a total consideration of Rs. /- (**Rupees** ... **Only**) from the Vendor @ of Rs. (**Rupees** ... **Only**) / Sq. Ft. with the following **Rights, Liability & Obligations:-**

A. RIGHTS OF THE PURCHASERS:-

- i) The Purchaser will have the right to inspect the entire relevant document regarding of the ownership to the Vendor over the Said Property, Sanctioned Building Plan therein and other deeds and documents therein.

- ii) The Purchaser will have the right to inspect the Saleable Flat during the construction.*
- iii) The Purchaser will have the right to enquire with any query regarding the Saleable Flat.*
- iv) The Purchaser will get the right to possession of the Saleable Flat within the stipulated period.*
- v) The Purchaser will have the right to get the ownership of the Saleable Flat on payment of entire consideration amount through execution and registration of the Deed of Sale.*
- vi) The Purchaser will have the right to install the electric meter in his own name.*
- vii) The Purchaser will have the right to mutate the Saleable Flat in his own name.*
- viii) The Purchaser will have the right to use and enjoy the common area and the facility as attached with the Saleable Flat.*

B. OBLIGATIONS OF THE PURCHASER:-

- i) That the Purchaser will pay the consideration amount of the Saleable Flat in the following manner:-*
 - a) The Purchaser will pay a sum of Rs./- (RupeesOnly) – on the date of execution of this agreement.*
 - b) The Purchaser will pay a sum of Rs./- (RupeesOnly) – on*
 - c) The Purchaser will pay a sum of Rs./- (RupeesOnly) – on*
- ii) That at the time of the delivery of the possession of the Saleable Flat if the actual measurement of Saleable Flat increases, the Purchaser will have to pay the extra amount towards increased measurement.*
- iii) That the Purchaser will bear the proportionate share in Municipal Tax till the mutation of the Saleable Flat in his own name separately.*

- iv) The Purchaser will bear the proportionate electric charges as to be consumed by him till installation of separate electric connection in his own name.*
- v) The Purchaser will bear the proportionate amount for the use and enjoyment of Common Facilities as specifically described in the **Schedule "D"** herein under written.*
- vi) That the Purchaser will bear the proportionate amount for the maintenance of the apartment.*
- vii) That the Purchaser will bear the proportionate cost of installation of electric transformer in the Apartment apart from the consideration amount.*
- viii) That the Purchaser shall not transfer the Saleable Flat in any way in any manner till the acquiring of ownership of the Saleable Flat through registration of Deed of Conveyance.*
- ix) The Purchaser will not create any disturbances to the other flat owner in any way in any manner.*
- x) That the Purchaser will not use any Common Space and Common Areas as specifically described in the **Schedule "E"** herein under written exclusively for himself.*
- xi) That the Purchaser will not claim any right over the roof of the Top Floor.*
- xii) That the Purchaser will assist the other flat owners to use their respective flats peacefully.*
- xiii) That the Purchaser shall use the Saleable Flat for residential purpose only.*
- xiv) That the Purchaser shall not indulge any illegal activities in his Saleable Flat.*
- xv) The Purchaser will not add / alter any material structure or excavate any portion of the Said Apartment without the consent of other flat owners.*
- xvi) That the Purchaser will not change any structural construction of the Saleable Flat.*

C. DUTIES OF THE PURCHASER:-

- i) That the Purchaser will take the membership of the society/association of the flat owner as to be formed by the vendors.*
 - ii) That the Purchaser will pay the requisite amount for the formation of the society.*
 - iii) That the Purchaser will always give honour to the decision of the association as required for the said apartment.*
 - iv) The Purchaser will not claim any damage on failure of the Vendors to deliver the vacant possession of the flat to the Purchaser due to any reasons beyond the control of the First Part & Second Part.*
 - v) That the Purchaser will take the possession of the Saleable Flat on getting three days of notice from vendors failure which a sum of Rs. 1,000/- (Rupees One Thousand Only) will be charged till the date of taking the possession.*
 - vi) On failure on the part of Purchaser to pay any amount for his use and enjoyment of the amenities, the same can be denied.*
 - vii) That the present agreement can be cancelled by the Owners on failure on the part of the Purchaser to abide by the terms and conditions of the present agreement.*
- 2. That the Owner & Developers have agreed to sell the Saleable Flat at a total consideration of Rs. /- (Rupees Only) from the Vendor @ of Rs. (Rupees Only) / Sq. Ft. with the following Duties, Rights & Obligations:-**
- A. DUTIES OF THE OWNER & DEVELOPERS:-**
- i) That the Owner & Developers will sell the Saleable Flat on acceptance of valuable consideration amount from the Purchaser.*
 - ii) That the Owner & Developers will execute and register the relevant Deed of Conveyance in the name of the Purchaser on acceptance of entire consideration amount and other financial liabilities.*

- iii) That the Owner & Developers will deliver the peaceful vacant possession of the Saleable Flat to the purchaser within (.....) days from the date of execution of this agreement.*
- iv) That the Owner & Developers will intimate the purchaser by notice for taking the possession of the Saleable Flat.*
- v) That the Owner & Developers will allot the Common Facilities as specifically described in the **Schedule "D"** herein underwritten and Common Space & Common Areas as specifically described in the **Schedule "E"** herein underwritten to the Purchaser.*
- vi) That the Owner & Developers will take initiation for the formation of the society of the Flat Owners.*
- vii) That the Owner & Developers will sign on the necessary papers for mutation of the Saleable Flat.*
- viii) That the Owner & Developers will sign on the necessary papers for separate electric connection in the name of the Purchaser.*
- ix) That the Owner & Developers will make the construction according to the Sanctioned Building Plan.*
- x) That the Owner & Developers will invest the required amount for the purpose of construction.*
- xi) That the Owner & Developers will use the specified articles and materials for the purpose of construction as specifically described in the **Third Schedule** herein underwritten.*

B. RIGHTS OF THE OWNER & DEVELOPERS:-

That the Owner & Developers will have the right to cancel this agreement for sale on failure of the Purchaser to comply with the terms and condition of the agreement.

C. OBLIGATIONS OF THE OWNER & DEVELOPERS:-

- i) That the Owner & Developers will be held responsible for any kind of deviation in construction from the Sanctioned Building Plan.*
 - ii) That the Owner & Developers will pay any kind of penalty if imposed by any authority.*
 - iii) That the Owner & Developers will be held responsible for any kind of structural defeat.*
- 3. That it is hereby agreed by both the parties that the necessary correspondences will be made in the address as mentioned in this agreement.*
 - 4. That the relevant Agreement for Sale & Deed of Conveyance of the Saleable Flat will be prepared by the Advocate as will be appointed by the Owner & Developers.*
 - 5. That the Purchaser will bear the necessary expenses and charges towards the preparation of the Agreement for Sale & Deed of Conveyance of the Saleable Flat and the Registration of the same.*
 - 6. That the Goods & Service Tax upon the market value of the Saleable Flat and other necessary taxes would be borne by the Purchaser, as will be assessed according to the Government Rules.*
 - 7. PERIOD OF COMPLETION OF THE AGREEMENT:-**
*That the Owner & Developers will execute the relevant Deed of Conveyance in respect of the Saleable Flat in the name of the Purchaser within days on and from the receipt of the entire consideration amount from the Purchaser, as per schedule of payment as mentioned in **Clause 1(B)(i)** hereinabove.*
 - 8. PENALTY :-**

- i) *If the Purchaser fails to purchase the Saleable Flat within the stipulated period on payment of consideration money as per schedule of payment as mentioned in **Clause 1(B)(i)** hereinabove according to the terms of this agreement, this agreement will be cancelled unilaterally after refunding the earnest amount by deducting 10% of the entire consideration amount.*
- ii) *If the Owner & Developers fails to sell the Saleable Flat after completion of the stipulated period, the Purchaser will have the liberty to purchase the Saleable Flat on payment of entire consideration amount through process of law.*

9. **DISPUTES:-**

All disputes and differences arising by and between the parties to the agreement will be referred to the competent court of law within the jurisdiction of the Said Property.

**DESCRIPTION OF THE "SAID PROPERTY" REFERRED TO ABOVE AS
THE SCHEDULE "A"**

ALL THAT a well demarcated piece and parcel of Bastu Land measuring about **06 Cottah 15 Chittak 27 Sq. Ft.** equivalent to **11.53 Decimal** appertaining to **R.S. Dag No. 407**, corresponding to **L.R. Dag No. 618 & 619**, both under **R.S. Khatian No. 1220**, corresponding to **L.R. Khatian No. 10144, 10145 & 10416**, both under **J.L. No. 03, Re Sa No. 21, Mouza - Naihati**, being Municipal Holding No. 124 (Old), 124/A (New), 124/B (New), Ward No. 10, under Naihati Municipality, **situated at:-** R.B.C. Road, Naihati, within the limits of the Office of Additional District Sub - Registrar at Naihati, Police Station - Naihati, District - North 24 Parganas, *which is butted & bounded by:-*

On the North:-

On the South:-

On the East:-

On the West:-

DESCRIPTION OF THE "SALEABLE FLAT" REFERRED TO ABOVE AS THE SCHEDULE "B"

ALL THAT a Self Contained Residential Flat in good habitable condition measuring about (... ..) Sq. Ft. being Super Built Up Area being Flat No., on the Side on the Floor, consisting of Bedrooms, Drawing cum Dining Room, Balcony, Kitchen, Toilets, in the Multi Storied Apartment (G+) known as "... .. Apartment" as constructed upon the "A" Schedule Property, with proportionate share thereon, which is butted and bounded by:-

On the North:-

On the South:-

On the East :-

On the West :-

(The "Saleable Flat" has been specifically shown in the annexed Sketch Map with Red Border Line being a part of this Agreement for Sale.)

DESCRIPTION OF THE "FITTINGS & FIXTURES" REFERRED TO ABOVE AS THE SCHEDULE "C"

- a) Structure:- Designed for multi – storied building, Reinforced Cement Concrete Beams, Columns, Slabs, etc. within fill up brick walls.
- b) External Walls:- 8"/5" thick brick work with 1:6 cement sand mortar and in case of Almirah/Alcub that will be 3".
- c) Internal Walls:- 5"/3" thick Brick Work with 1:4 Cement Sand Mortar.
- d) Plastering:-
 - (i) External 18 mm thick in 1:6 Cement Sand Mortar.
 - (ii) Internal 12 mm thick in 1:6 Cement Sand Mortar to Walls.
 - (iii) Internal 6 mm thick 1:6 Cement Sand Mortar to Ceiling.

- e) **Staircase:-** With marble with 4 Inches skirting fitted with Steel/Aluminium square bar or any other ornamental railing suited with the design.
- f) **Roof:-** Surface will be finished with ½" to ¾" steep concrete and net cement finish.
- g) **Internal Finish:-** Plaster of Paris on Walls and Ceiling.
- h) **External Finish:-** All External Wall Surfaces will be finished with water proof cement paint over cement plaster to suit the aesthetics of the building to be determined by the Architect.
- i) **Flooring:-** Standard Floor Tiles Flooring with 2' X 2' Verified Tiles and 2" Inches skirting within all area, rooms, space, dining, Drawing, Kitchen and Verandah, etc. and floors of the Toilet will be made with marble.
- j) **Kitchen:-** One Black Stone Sink and spacious cooking platform with black stone and room wall upto 2½ ft. heights finished with glazed tiles and two standard C.P. top, one space for cylinder below the kitchen platform. One Exhaust Fan Point to be provided.
- k) **Toilet:-** Toilet will be provided with Marble Flooring and side walls be finished with Glazed Tiles 5' with border with Commode & Cistern of Parryware, Wash Basin of Parryware, Shower, Two C.P. taps good and standard fixture preferable. Pan and Basin will be of Parryware.
- l) **Wood Work & Joinery:-** All door frames will be 3" X 3" Sal Wood/equivalent section. All Door Shutters (except toilet door) will be 1.5' thick, main door will be flash door fitted with standard locking devices.
- m) **Iron Steel/ Aluminium Works & Glazing:-** All Steel Windows will be composite grill and with Aluminium sliding window. All balcony will have railing of M.S. Flat square M.S. Bars or R.C. railing as per the elevation of the building.
- n) **Painting:-** All Doors, Frames, Shutters, Steel Surfaces will be painted with enamel paint.

- o) **Electrical Works:-** All Electrical Lines will be concealed with PVC conduit and the wires will be Copper.
- i) **Bedroom:-** 2 Light Point, 1 Fan Point, 1 Plug Point, 1 Night Lamp Point nearest to the floor and 1 AC Point in the Master Bedroom.
- ii) **Drawing & Dining:-** 2 Light Point, 2 Fan Point, 2 Plug Points (15 Amp. & 5 Amp., wherever necessary).
- iii) **Kitchen :-** 1 Light Point, 2 Plug Points (15 Amp. & 5 Amp., wherever necessary), 1 Exhaust Fan Point.
- iv) **Toilet :-** 1 Light Point, 1 Geyser Point & 1 Exhaust Fan Point.
- v) **Verandah :-** 1 Light Point & 1 Plug Point.
- vi) **Calling Bell :-** 1 Point for each flat.
- (Note :- Any extra fitting will be charged extra. Payment to be made in advance for extra work. No outside mistry/ labour will be allowed in complex before taking possession of flat for security reason.)
- p) **Sanitary Plumbing & Water Supply Works:-** Septic Tanks will be provided which will be connected to the existing surface drain where the effluent from the septic tanks will be discharged. All sanitary fittings and fixtures will be with white vitrous china and of standard make and quality. Each flat will get 24 (twenty four) hours water supply from the roof water tank/reservoir from the water supply by the Municipality according to the timings of the Municipal Water Supply.
- q) **Hardware:-** All necessary hardware fittings will be anodized Aluminium/ Brass in doors and windows except in locking devices of any reputed company.

DESCRIPTION OF THE "COMMON FACILITIES" REFERRED TO ABOVE
AS THE SCHEDULE "D"

- i) 24 Hours Water Supply.
- ii) Lift.
- iii) Security

iv) Fire Fighting.

DESCRIPTION OF THE "COMMON SPACE & COMMON AREAS"

REFERRED TO ABOVE AS THE SCHEDULE "E"

- i) Land under the Said Building described in the Schedule 'A'.*
- ii) All Entrance and Exit of the Multi – Storied Building.*
- iii) All Side Space, Back Space, Paths, Passages, Drain Ways in the Multi – Storied Building.*
- iv) The Boundary Walls and Main Gate of the Multi – Storied Building.*
- v) The Stair Cases, Stair Head Room and Lobbies of all the floors of the Multi – Storied Building.*
- vi) Entrance of the Electricity & Water Pump Space.*
- vii) Common Lavatory.*
- viii) To the right way in common as aforesaid is to an upon all Common Passages, Driveways, Entrances, at all times and for all purposes in connection with the reasonable use and enjoyment of the said unit.*
- ix) General Lighting of Common Portions.*
- x) Drain and Sewers from the building to Municipal Connection and other Drain and/or Sewers.*
- xi) Common Overhead and on ground reasonably and also Common Municipal Water Supply.*
- xii) Common Septic Tank.*
- xiii) Common Water Pumps and Tap Water including Pump Room.*
- xiv) Water and Sewerage Evacuation, Pipes, Drains and Sewerages common to said Multi – Storied Building.*
- xv) The Foundation Column Supports.*
- xvi) Water & Sewerage Evacuation Pipes from the flat to drain and Common Sewerage of the said building.*

xvii) Electrical Wiring, Meters, Fittings & Fixtures for lighting in Staircase, Lobby and other Common Areas.

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

SIGNED, SEALED AND DELIVERED by the above named parties hereto at Naihati, District – North 24 Parganas.

In the presence of the WITNESSES :-

1.

.....
VENDOR

2.

1.
2.
3.
4.

3.

.....
DEVELOPERS

.....
PURCHASER

Drafted & Prepared by me :-

Arup Das Gupta
(ADVOCATE)
Barasat Judges Court,
Barasat, District: North 24 Parganas.



M/S. BALAJI ENTERPRISE
Pudip Kumar Das
Partner

~: MEMO OF CONSIDERATION :~

We, the Developers have received a sum of Rs. /- (Rupees
..... **Only**) as an earnest amount out of the total consideration money
of Rs. /- (Rupees **Only**) from the above named
Purchaser, by

SIGNED, SEALED AND DELIVERED

In the presence of the WITNESSES :-

1.

.....

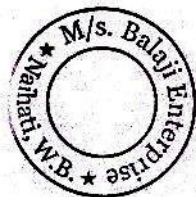
DEVELOPERS

2.

Drafted & Prepared by me :-

Arup Das Gupta
(ADVOCATE)
Barasat Judges Court,
Barasat, District: North 24 Parganas.

Computerized Typed by:-



M/S. BALAJI ENTERPRISE
Predip Kumar Das
Partner