

DEED OF CONVEYANCE/SALE  
VALUED AT RS.

THIS DEED OF SALE is made on \_\_\_\_\_ day of January, 2019.

B E T W E E N

**SMT SHARBANI MONDAL**, W/O- Sri Asoke Kumar Mondal, by religion-Hindu, by occupation- Business, residing at Uttarayan, Chinsurah Station Road, P.O.-Chinsurah(R.S), P.S.- Chinsurah, Dist – Hooghly , Pin . 712102, PAN No. AEYPM4610G, West Bengal, India, hereinafter referred to as the “**VENDOR/LAND OWNER**” (which expression shall unless excluded by or repugnant to the context be deemed and mean to include her heirs, legal representatives administrators, executors and assigns as the case may be) of the **FIRST PART**. Represented by his registered attorney holder **SRI MAINAK MONDAL**, S/O- Sri Dilip Kumar Mondal, by Religion-Hindu (Indian Citizen), by Profession- Business, residing at Uttarayan, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, Pin No. 712102.

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“**EAST HOOGHLY CONSTRUCTION**” (PAN No. AAEFE3530H) (a Partnership Firm registered under the Indian Partnership Act, 1932), having its Head Office and Principal Place of business at Rammandir, P.O- Chinsurah (R.S), P.S- Chansurah, Dist. Hooghly, Pin- 712102 , West Bengal, India, represented by its Partners, (1)**SMT. ANIMA MONDAL** (Aadhaar No 4745 2757 9476 ), W/O- Sri Krishna Chandra Mondal, aged about 45 Years, by Religion-Hindu (Indian Citizen), by Profession -Business, residing at Rammandir, Station Road, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, Pin No. 712102, Pan No. AEIPM8634C (2) **SMT. JHUMPA MONDAL** (Aadhaar No 3445 1551 0251), W/O- Sri Mainak Mondal, aged about 36 Years by Religion-Hindu (Indian Citizen), by Profession -Business, residing at Uttarayan, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, Pin No. 712102, Pan No- AMMPM8270A, hereinafter referred to and called the “**PROMOTER**” (which expression shall unless repugnant to the meaning thereof be deemed to mean and include the Partners or Partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and their assigns). Represented by their registered attorney holder **SRI MAINAK MONDAL**(PAN No- AEIPM8633F), S/O- Sri Dilip Kumar Mondal, by Religion-

Hindu (Indian Citizen), by Profession- Business, residing at Uttarayan, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, Pin No. 712102.

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Mr./Ms.------(Aadhar No.-----), aged about-----Years,  
 Son/Daughter/wife of -----, By religion -----  
 -----, By Profession -----, Residing at -----  
 -----, P.O. -----, P.S. -----, Dist. -----  
 -----, PIN -----, State -----(Pan No.-----), hereinafter referred  
 to and called as the “**PURCHASER(S)**”(which expression shall unless excluded by or  
 repugnant to the context shall mean and include his /her/their legal heirs, representatives,  
 successors-in-office, administrators or assigns as the case may be) of the THIRD PART.

WHEREAS all piece and parcel of “BASTU” land admeasuring about (more or less) 0.10 Acre or 10 Decimal or 5 Katha 13 Chatak 22 Sqft appertaining to R.S. Dag No. 1775, L.R Dag No. 1951, under R.S Khatian No. 142, mutated L.R Khatian No. 5498, within ambit of Mouza- Simla, J.L No.16, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, which was originally belonged to Nemai Chand Sil, S/O- Late Manik Lal Sil of 2/B, Palit Street, P.S- Baliganj, Dist. Kolkata- 700019, who had absolute right, title, interest and possession over the Schedule mentioned property enumerated in First Schedule Part “A” hereunder written.

AND WHEREAS said Nemai Chand Sil, S/O- Late Manik Lal Sil sold the First Schedule Part “A” property to one Sankar Lal Majumder, S/O-Late Dr. Kanai Lal Majumder of Chinsurah Station Road, P.S- Chinsurah, Dist.- Hooghly after taking valuable consideration by way of registered DEED OF SALE dated 21.03.1983 which was registered at the office of the District Sub- Registrar, Hooghly and recorded in Book No- I, Volume No-43, Pages- 129 to135, being No- 2488 and delivered possession thereon.

AND WHEREAS all piece and parcel of “BASTU” land admeasuring about (more or less) 0.10 Acre or 10 Decimal or 6 Katha 7 Chatak 9 Sqft appertaining to R.S. Dag No. 1775, L.R Dag

No. 1951, under R.S Khatian No. 142, mutated L.R Khatian No. 5498, within ambit of Mouza-Simla, J.L No.16, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, which was originally belonged to Nemai Chand Sil, S/O- Late Manik Lal Sil of 2/B, Palit Street, P.S- Baliganj, Dist. Kolkata- 700019, who had absolute right, title, interest and possession over the Schedule mentioned property enumerated in First Schedule Part “B” hereunder written.

AND WHEREAS said Nemai Chand Sil, S/O- Late Manik Lal Sil sold the First Schedule Part “B” property to one Smt. Jyotirani Mukhopadhyia, W/O- Sri Bhabani Kumar Mukhopadhyia, of Chinsurah Station Road, P.S- Chinsurah, Dist.- Hooghly after taking valuable consideration by way of registered DEED OF SALE dated 21.03.1983 which was registered at the office of the District Sub- Registrar, Hooghly and recorded in Book No- I, Volume No-43, Pages- 117 to 122, being No- 2486 and delivered possession thereon.

AND WHEREAS by dint of a DEED OF EXCHANGE said Sankar Lal Majumder, S/O-Late Dr. Kanai Lal Majumder transferred the First Schedule Part “A” property to Smt. Jyotirani Mukhopadhyia, W/O- Sri Bhabani Kumar Mukhopadhyia and said Smt. Jyotirani Mukhopadhyia, W/O- Sri Bhabani Kumar Mukhopadhyia transferred the First Schedule Part “B” property to Sankar Lal Majumder, S/O-Late Dr. Kanai Lal Majumder, in the Year 1986 which was registered at the office of the District Sub- Registrar, Sader, Hooghly and recorded in Deed No. 7877 and delivered possession to each other thereon. By this way said Jyotirani Mukhopadhyia, W/O- Sri Bhabani Kumar Mukhopadhyia had established absolute right, title, interest and possession over the First Schedule Part “A” property and Sankar Lal Majumder, S/O-Late Dr. Kanai Lal Majumder had established absolute right, title, interest and possession over the First Schedule Part “B” property.

AND WHEREAS subsequently said Smt. Jyotirani Mukhopadhyia, W/O- Sri Bhabani Kumar Mukhopadhyia transferred the First Schedule Part “A” property to one Oindrila Majumder, D/O- Sri Sankar Lal Majumder, of Chinsurah Station Road, Uttarayan, P.S- Chinsurah, Dist.- Hooghly by way of registered DEED OF GIFT dated 15.09.2000 which was registered at the

office of the District Sub- Registrar, Hooghly and recorded in Book No- I, Volume No-64, Pages- 95 to 100, being No- 3072 and delivered possession thereon. By this way said Oindrila Majumder, D/O- Sri Sankar Lal Majumder had established absolute right, title, interest and possession over the First Schedule Part “A” property by paying all the relevant Govt. taxes/fees and also mutated their names in Record of Rights, i.e. B.L.& L.R.O, Chinsurah- Mogra Block, Hooghly and local concerned Gram Panchayet.

AND WHEREAS subsequently said Oindrila Majumder, D/O- Sri Sankar Lal Majumder had transferred the First Schedule Part “A” property to one Smt. Sharbani Mondal, W/O- Sri Asoke Kumar Mondal (the present land owner) of Uttarayan, Chinsurah Station Road, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist.- Hooghly, by way of registered DEED OF SALE dated 07.02.2014 which was registered at the office of the District Sub- Registrar-I, Hooghly and recorded in Book No- I, Volume No-3, Pages- 4351 to 4363, being No- 01032 and delivered possession thereon.

AND WHEREAS subsequently said Sankar Lal Majumder, S/O-Late Dr. Kanai Lal Majumder had transferred the First Schedule Part “B” property to one Smt. Sharbani Mondal, W/O- Sri Asoke Kumar Mondal (the present land owner)of Uttarayan, Chinsurah Station Road, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist.- Hooghly, by way of registered DEED OF SALE dated 11.02.2014 which was registered at the office of the District Sub- Registrar-I, Hooghly and recorded in Book No- I, Volume No-3, Pages- 4578 to 4590, being No- 01047 and delivered possession thereon. By this way Said Smt. Sharbani Mondal, W/O- Sri Asoke Kumar Mondal (the present land owner) had established absolute right, title, interest and possession over the First Schedule Part “A” & “B” property by paying all the relevant Govt. taxes/fees and also mutated their names in Record of Rights, i.e. B.L & L.R.O, Chinsurah- Mogra Block, Hooghly and local concerned Gram Panchayet.

AND WHEREAS the Vendor/Land Owner thus being the absolute owner of the aforesaid property specifically mentioned in the First Schedule hereunder and has now absolute seized

and possessed of or otherwise well and sufficiently entitled to all that land as described in the First Schedule of the property.

AND WHEREAS the Vendor/Land Owner has acquired absolute title in respect of the said property specifically mentioned in the First Schedule has been owing and possessing the same and has clear marketable title to the said property mentioned under First Schedule hereunder written and the said property is free from all sorts of encumbrances, charges, liens, lispendens, attachments, trust whatsoever and that the Vendor/Land Owner is now absolute seized and possessed of or otherwise well and sufficiently entitled to ALL that the said First Schedule property enumerated below.

AND WHEREAS said Smt. Anima Mondal, W/O- Sri Krishna Chandra Mondal and Smt. Jhumpa Mondal, W/O- Sri Mainak Mondal have formed the above named Partnership Firm having named and style as “EAST HOOGLY CONSTRUCTION” for the purpose of promoting, developing, execution, commissioning of the multistoried buildings, complex, dealership, re-tail business. The said PARTNERSHIP FIRM was duly registered on 26.06.2013 at the office of the Addl. District Sub- Registrar, Chandannagar vide Book No- IV, CD Volume No-1, Pages- 2349 to 2367, being No- 188, for the Year 2013.

AND WHEREAS the said Developers have also executed one Registered GENERAL POWER OF ATTORNEY on 26.06.2013 in favour of SRI MAINAK MONDAL, S/O- Sri Dilip Kumar Mondal, by Religion-Hindu (Indian Citizen), by Profession- Business, residing at Uttarayan, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly and thereby appointed and constituted said Mainak Mondal as their lawful Attorney holder for the purpose of execution and registration of conveyances for their behalf in the name of the said Firm, which is registered in the office of the Addl. District Sub- Registrar, Chandannagar and recorded in Book No- IV, CD Volume No- 1, Pages- 2368 to 2378, being No- 00189, for the Year 2013.

AND WHEREAS the property mentioned in the Schedule “A” herein below written is free from all encumbrances.

AND WHEREAS the Vendor/Land Owner has decided to develop the below Schedule mentioned Property enumerated in the Schedule "A" hereunder written to build multistoried building on the said premises comprising of several flats, shops, garages etc. but to personal/financial difficulties has expressed his desire the Developers Firm having named and style "EAST HOOGHLY CONSTRUCTION" and after proper negotiations the Vendors allow the Developers to develop the said property (mentioned in the Schedule "A" hereunder written) and agreed to grant the Developers exclusive right to develop the said property by constructing new multistoried building(s) thereon in accordance with the plan sanctioned by the Hooghly Zilla Parishad.

AND WHEREAS the Developers have agreed with the proposal of the Vendor/Land Owner to develop the Schedule "A" Property by constructing and erecting multistoried building(s) thereon.

AND WHEREAS for the purpose of development/construction the Vendor/Land Owner and the Developers have executed one registered DEVELOPMENT AGREEMENT on 27.07.2015, at the office of the Addl. District Sub- Registrar, Chinsurah, Hooghly and recorded in Book No. I, Volume No.0603-2015, Page from 23928 to 23966, being No. 060303549, for the Year 2015 and also both the parties thereto agreed to obey the terms and conditions enumerated under said Development Agreement.

AND WHEREAS said Vendor/Land Owner has also executed one registered GENERAL POWER OF ATTORNEY on 29.07.2015, at the office of the Addl. District Sub- Registrar, Chinsurah, Hooghly and recorded in Book No. I, Volume No.0603-2015, Page from 29170 to 29189, being No. 060303817, for the Year 2015 in the name of SRI MAINAK MONDAL, S/O- Sri Dilip Kumar Mondal, by Religion-Hindu (Indian Citizen),by Profession- Business, residing at Uttarayan, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly for several purposes (elaborately discussed under the said General power of Attorney) relating to the Schedule "A"

Property mentioned below and in view of the said Development Agreement mentioned earlier.

AND WHEREAS the Vendor/Land Owner has submitted the Building Plan before the authority of the Hooghly Zilla Parishad and which is duly sanctioned by the said Hooghly Zilla Parishad on 14-06-2018, Memo No : 276/H2P – BP/18-19.

The said Developers afterwards started all activities towards the construction on the Schedule “A” property in accordance with the said Sanction Plan sanctioned by the Hooghly Zilla Parishad.

AND WHEREAS after completion of the said building named and style of “UTTARAYAN” Apartment, situated at Uttrayan, Chinsurah Station Road, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist.- Hooghly, Pin No. 712102 and the Land Owner and DEVELOPERS were in search of PURCHASER for selling the Schedule “C” property. The THIRD PART / PURCHASER knowing the intention of the First Party and Second Party have approached and requested the said First Party and Second Party to sell the Schedule “C” property.

AND WHEREAS PURCHASER/the party hereto of the Third Part making necessary inspection all documents being satisfied with the title of the property as well as being satisfied with the construction have agreed to purchase & made proposal to the LAND OWNER and DEVELOPERS and the LAND OWNER and DEVELOPERS have agreed to sell the residential flat/garage being “\_\_\_\_\_”, on the \_\_\_\_\_ **Floor** of the said building having a **Carpet Area** of Sq.ft., specifically mentioned in the Schedule “C” hereunder with sole, exclusive, transferable and revocable right to use the building as described in the Schedule “B” hereunder as also shown in the map enclosed hereto which is to be treated as part and parcel of this Deed at a consideration of **Rs. \_\_\_\_\_ /-(including G.S.T).**

AND WHEREAS subsequently the piece of the land proportionate to the area of the Shop mentioned in Schedule “C” below along with the cost of construction of the Shop has been settled at **Rs. \_\_\_\_\_ /-(including G.S.T).**

and the PURCHASER paid the consideration money by installment which the VENDORS and DEVELOPERS both hereby acknowledge to have received.

**NOW THIS INDENTURE WITNESSETH**

That in pursuance of the aforesaid agreement and in consideration of aforesaid payment of the entire consideration sum of **Rs. \_\_\_\_\_ /-(including G.S.T).**

(as per Memo of consideration given below)payment of which the DEVELOPERS hereby acknowledge and of and from the same and every part thereof hereby acquit and release the PURCHASER and the said property being the undivided proportionate share in the land described in the Schedule "A" in respect of and calculated on the basis of the area of the Shop described in the Schedule "C" below residential flat/Shop/garage being "      ", on the **Floor** of the said building having a **Carpet Area** of       Sq.ft.at the "**UTTARAYAN**" Apartment, situated at Uttarayan, Chinsurah Station Road, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist.- Hooghly, Pin No. 712102, specifically mentioned in the Schedule "C" hereunder written and the DEVELOPERS both hereby convey and transfer, assign and assure unto the PURCHASER free all encumbrances, charges, liens, trust, annuities, lispenses, attachments, debtor and wakf charges, for maintenance and residence and servients or easements with ALL THAT the undivided proportionate share of land and the flat as aforesaid in the piece and parcel of land hereditament, misusage more fully described in the Schedule "A" in particular the undivided proportionate share in the land underneath in respect of the Shop described in the Schedule "C" hereinafter referred to as the said property or howsoever otherwise the property situated butted, bounded, called known, numbered, described and distinguished TOGETHER WITH all rights, liberties, privileges, easements, lights, appendages, appurtenance, walls, paths, passages, swears, drains, water sources and the benefits 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 DEVELOPERS into and upon the same or an 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 PURCHASER 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 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 easements etc. Now chargeable upon the same or which may hereafter become payable in respect thereof to the Govt. of West Bengal, Hooghly Zilla Parishad, Panchayet Authority and the DEVELOPERS hereby covenant with the PURCHASER that notwithstanding any acts Deeds or things by the DEVELOPERS made done or executed or knowingly suffered with the contrary with the



VENDORS and the DEVELOPERS, now the 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 unto the PURCHASER in manner aforesaid AND the PURCHASER shall and may at all times hereinafter peaceably and quickly possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction interruption, claim of demand whatsoever from or the DEVELOPERS or any person or persons lawfully or equitably claiming from under or through then free and clear and freely and clearly absolutely acquire exonerated and released or otherwise by and at the cost and expenses of the DEVELOPERS well and sufficiently saved, and indemnified and keep indemnified on and from and against all manner or claims, charges, liens, debts, attachments, encumbrances, debtor, wakf charges or maintenances and residence whatsoever made or suffered or created by the DEVELOPERS or their predecessors in interest or any persons lawfully equitably claiming any estate or interest or any person lawfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for them and the DEVELOPERS will from time to time and at all times hereinafter at the request and cost of the PURCHASER do or execute or cause to be done or executed all such acts, deeds, matters and things whatsoever for furtherance of better or more perfectly assuring the said property and every part and parcel thereof up to and to the use of the PURCHASER in any manner aforesaid or shall or may be reasonable required.

AND IT IS FURTHER AGREED AND DECLARED THE PARTIES AS FOLLOWS:-

- A. That the PURCHASER shall/will abide by the Bye- Laws of the Society/Association to be formed and shall/will bear and pay their proportionate share of part in the common expenses required by the other Apartment/Shop owners.
- B. That the PURCHASER shall/will use the said room for **RESIDENTIAL/SEMI-COMMERCIAL (GARAGE)** purpose only and for no other purpose.
- C. That that the PURCHASER shall/will 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/shop owners in the building including the DEVELOPERS being first obtained.
- D. That the PURCHASER shall/will be liable to pay the proportionate share of Panchayet Tax, Land Tax, G.S.T (as per Govt. rules) etc. and such payment could have been made by the PURCHASER to the DEVELOPERS till the society is not formed by all flat owners.

AND the DEVELOPERS have handed over the copies of the documents and hereby covenant with the PURCHASER that the DEVELOPERS shall unless prevented by fire or some other

inevitable accident and excepted perils from time to time and all times hereafter upon every reasonable request and at the costs of the PURCHASER produce or cause to be produced to the PURCHASER or his Advocate or agent or at any trial Commission, examination or otherwise as occasion shall require all or any of the title deeds for the purpose of showing this title to the said land and premises described in First and Schedule "B" hereunder written and also at the like request and costs, deliver or cause to be delivered unto the PURCHASER such attached or other copies or extracts of and from the said deeds and writings or any of them as the PURCHASER may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncancelled.

AND IT IS HEREBY declared and agreed that in case the said Deeds and writings herein before covenanted to be produced or any of them shall at any time hereafter be delivered by the DEVELOPERS to any other person or persons they shall thereupon enter into with and deliver to the person or persons for the time being entitled to the benefit of the covenant for production herein before contained and without expenses to them, a covenant for the production and furnishing copies of the said Deeds and writings which shall have been so delivered up similar to the covenant herein before contained then and in such case the said last mentioned covenant shall forthwith be null and void so far as regards the Deeds and writings to which the said substitute covenant shall related. Be it mentioned that by virtue of this Deed of transfer of the Shop the PURCHASER have become entitled to the proportionate share of the land and the apartment ownership together with the vertical support of the columns and beams easement rights in the ground floor for egress in the building only required for the **Residential/Semi-Commercial (Garage)** use of the PURCHASER. The Map appended and coloured red with this deed shall be treated as a part and parcel of this Deed.

**THE SCHEDULE "A" ABOVE REFERRED TO:**

**(THE LAND)**

ALL THAT piece or parcel of land having R.S Khatian No. 142 (One Four Two), mutated L.R Khatian No. 5498 (Five Four Nine Eight) -

- A) R.S Dag No. 1775 (One Seven Seven Five), L.R Dag No. 1951 (One Nine Five One), Nature of Land "BASTU", Area of Land (more or less) 0.10 (Zero point One Zero) Acre or 10 (One Zero) Decimal or 5 (Five) Katha 13(One Three) Chatak 22 (Two Two) Sqft, along with 100 (One Zero Zero) Sqft tiles shed structure and other easement rights attached with the said land.

- B) R.S Dag No. 1775 (One Seven Seven Five), L.R Dag No. 1951 (One Nine Five One), Nature of Land "BASTU", Area of Land (more or less) 0.10 (Zero point One Zero) Acre or 10 (One Zero) Decimal or 6 (Six) Katha 7 (Seven) Chatak 9 (Nine) Sqft, along with 100 (One Zero Zero) Sqft tiles shed structure and other easement rights attached with the said land.

-within ambit of Mouza- Simla, J.L No.16, under Kodalia No-1 Gram Panchayet, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist. Hooghly, Pin No. 712102. The Two lands are situating conjointly with each other.

**THE PROPERTY IS BUTTED AND BOUNDED BY:-**

**ON THE NORTH:** 6 ft wide Panchayet Road.

**ON THE SOUTH:** Property of Sitiesh Sanyal.

**ON THE EAST:** 15 ft wide Panchayet Road.

**ON THE WEST:** Property of Dilip Kumar Mondal & Ors.

**THE SCHEDULE "B" ABOVE REFERRED TO:**

(THE BUILDING)

The Multi-storied building constructed upon the land described in the Schedule "A" according to the plan duly sanctioned by Hooghly Zilla Parishad, vide on 14-06-2018, Memo No:276/H2P-BP/18-19. The name of the Building is "UTTARAYAN" Apartment, situated under Kodalia-1 Gram Panchayet, Uttarayan, Chinsurah Station Road, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist- Hooghly, Pin No. 712102.

**THE SCHEDULE "C" ABOVE REFERRED TO:**

(THE UNIT)

**ALL THAT** (i) one flat **BEING NO. " "**, on the \_\_\_\_\_ **FLOOR**, containing a **CARPET AREA** \_\_\_\_\_ Sq.ft., (ii) One Garage **BEING NO. " "**, on the **Ground Floor**, containing a **Carpet Area** \_\_\_\_\_ Sq.ft., situated at the Building/Apartment named and style "UTTARAYAN" Apartment, situated at Uttarayan, Chinsurah Station Road, P.O- Chinsurah (R.S), P.S- Chinsurah, Dist- Hooghly, Pin No. 712102, with all rights of used of common areas of building and undivided impartiable proportionate part and share of the land

mentioned in the Schedule "A" property hereunder written. The said flat more specifically shown in Red coloured in the map annexed with this deed which is the part of this deed.

**THE SCHEDULE "D" ABOVE REFERRED TO:**

**(COMMON PARTS & PORTIONS)**

- (A) Entrance, exits, boundary walls, common paths and passages.
- (B) Stair case, Stair case landing on all floors.
- (C) Rooms and spaces for water pumps, over-head water tanks, reservoir, and water pipes.
- (D) Foundations, columns, beams, support.
- (E) External electrical installations, switch-board and all other electrical wirings and fittings ( except only those are installed within the exclusive area of any Unit and/or exclusively for the use of purchasers)
- (F) Drains, sewerage, septic tank and all other pipes including rain water and waste water and concealed or other installation in or around the Building ( except only those are installed within the exclusive area of any Unit and/or exclusively for the use of purchasers).
- (G) 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.
- (H) Use of lift.

**THE SCHEDULE "E" ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

- (A) All expenses for maintenance, operating, replacing, repairing, renovating, painting of the common portions and the common areas in the building including the outer walls of the building.
- (B) All the expenses for running and operating all machinery equipment and installations comprised in the common portions including water pumps, 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 common portions.
- (E) All charges and deposits for supplies of common utilities for the Co-owners in common.
- (F) Panchayet Tax, Land Tax, Water Tax, G.S.T (as per govt. Rules) and other taxes (if any) levied in respect of the premises and the building (save and except those are separately assessed in respect of any unit of the PURCHASER).
- (G) Costs of formation and operation of the service Organization / Association including the office expenses.
- (H) Electricity charges for the operation of the equipment and installation for the common service and lighting the common portions.
- (I) All legal expenses incur or to be incurred for the common purpose relating to common use and enjoyment of the common portions.
- (J) All other expenses and/or out goings as would be incurred by the VENDOR and/or by the society/service organization or Association for the common purpose.

**THE SCHEDULE "F" ABOVE REFERRED TO:**

**(MANAGEMENT AND MAINTENANCE)**

- (A) The Co-owners of the Flats 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 DEVELOPERS shall transferred all its rights and obligation as also residue then remaining of the deposits made by the PURCHASER or otherwise after adjusting all amounts then, remaining due and payable

by the PURCHASER and the amount so transferred henceforth be so held by the Association/Society under the account of the PURCHASERS for the purpose of such deposits.

**THE SCHEDULE "G" ABOVE REFERRED TO:**

**(THE PURCHASER(S) SHALL NOT DO THE FOLLOWING)**

- (A) To injure, harm or damage the common portions or any other units in the building by making any alteration in structure of the building or withdrawing any support or otherwise.
- (B) To obstruct the DEVELOPERS or the Association/Society in their act relating to the common purposes.
- (C) To alter any portion, elevation or colour structure stability which would affect the building.
- (D) To throw or to accumulate or cause to be thrown in accumulated or any dust, ashes, rubbish or other refuse articles in common portions save and except at the place indicated thereof.
- (E) To carry on or to be carried on or to be stored any obnoxious, injurious, dangerous, offensive, illegal or immoral activity in or through the unit or in the common portions.
- (F) To keep or operate heavy/vibrating or to do or permit anything to be done which likely to cause nuisance or annoyance to the occupants of the units in the said building and/or the adjoining Building or Buildings.
- (G) To keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the unit or in the common areas.
- (H) 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.
- (I) To keep any heavy articles or movable things which are likely to damage the floor or operate any machine other than the usual home appliances.

- (J) To make any such structural additions or alterations in the said unit or any part thereof this would affect structural stability of the said building.
- (K) To decorate or paint or otherwise alter the colour scheme of the exterior of the said unit of the building or common portions without prior approached of the DEVELOPERS/or Society/ Association/ Service Organization as the case may be.
- (L) To use the said unit for the purpose of Hotel, Club, Restaurant, Nursing Home, Barding/lodging house etc. which do not come within the purview of normal livelihood.
- (M) To do any acts or Deeds which are forbidden by law, the rules and/or regulations framed from time to time by the Association/Service Organization 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 VENDOR  
/LAND OWNER and the DEVELOPERS  
in the presence of :-

Signature of the VENDOR / LAND OWNER

Witnesses:-

1.

2.

Signature of the DEVELOPERS.

MEMO OF CONSIDERATION

<u>SL. NO.</u>	<u>DATE</u>	<u>CHEQUE/DRAFT/CASH</u>	<u>NO.</u>	<u>AMOUNT</u>
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TOTAL  
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Witnesses:-

Signature of the VENDOR / LAND OWNER

1.

2.

Signature of the DEVELOPERS.