

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE IS MADE ON THIS THE ..... DAY OF .....  
TWO THOUSAND AND TWENTY THREE (2023)**

- **BETWEEN –**

**TECHNO GLOBAL ALLIANCES (P) LTD (PAN AACT9774G)** a Company incorporated under the provisions of the Indian Companies Act, 1956/2013 and having its registered office at 2/1C, Townshend Road (now known as Sakharam Ganesh Deuskar Sarani), Post Office – Ramkrishna Park , Police Station- Bhowanipore, Kolkata—7000025, **represented by Mr. Amit Sarda (PAN ALSPS5231N)**, son of Mr. Jugal Kishore Sarda, by faith- Hindu, by occupation- Business, by nationality- Indian, working for gains at 2/1C, Townshend Road (now known as Sakharam Ganesh Deuskar Sarani), Post Office – Ramkrishna Park, Police Station- Bhowanipore, Kolkata—7000025, hereinafter referred to as “the **OWNER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **FIRST PART**.

**AND**

**M/S. SHRISTI COMMOTRADE PRIVATE LTD. (PAN AAGCS5334N)** a Company incorporated under the Provisions of the Companies Act, 1956/2013 and having its Registered Office at “Tobacco House” 1, Old Court House Corner, 5<sup>th</sup> Floor, Room No.503, Kolkata-700001 represented by one of its Director/ Authorised Signatory..... hereinafter referred to as “the **PROMOTER/DEVELOPER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the **SECOND PART**:

**AND**

**(1) .....** (**PAN .....**), ..... of ....., by faith-  
....., by occupation- ....., by nationality-Indian ..... residing at  
....., Post Office- ....., Police Station- ....., Kolkata-  
....., hereinafter called and referred to as the **PURCHASERS** (which term an d  
expression shall unless excluded by or repugnant to the subject or context be deemed to mean and  
include his/her/its/their heirs, executors, administrators, successors, successors-in-interests,  
representatives, nominee/s and assigns) of the **THIRD PART**.

**WHEREAS:**

- A.** The Owners are the owner and seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of revenue free land measuring an area of **5 Cottahs 4 Chittacks** be the same a little more or less together **with Ground + 3 storied residential building** the old brick built messuage admeasuring approximately 7000 Square feet super built up area tenement, hereditament and premise lying and situated at and being **Premises No.2/1C, Sakharam Ganesh Deuskar Sarani** (formerly known as 2/1C, Townshend Road), **Police Station- Bhowanipore, Kolkata—700025** under **Ward No.72**, within the

limits of the **Kolkata Municipal Corporation**, more fully and particularly described in the **FIRST SCHEDULE** hereunder written.

- B.** The manner in which the Owners have acquired right and interest in respect of the property as aforesaid is detailed in the **SECOND SCHEDULE** hereunder written or described.
- C.** The Owners entered into a Agreement for Development dated 4<sup>th</sup> April, 2022 which was registered before the office of Additional Registrar of Assurances-IV, Kolkata and recorded in Book No.I, Volume No.1904-2022, Pages from 453111 to 453148 being No.190406304 for the year 2022.
- D.** In terms of the Development Agreement the Owners are entitled to the Owners' Allocation as defined in the Development Agreement.
- E.** The Owner and the Developer have decided to sell the units together and will share the revenue.
- F.** The Developer duly obtained the sanction plan from the Kolkata Municipal Corporation vide Sanction Plan No. **BP 2021080072** dated 25.02.2022 for construction of a Ground + 4 storied building and also includes all sanctioned/permissible vertical/horizontal extensions and modifications made thereto, if any, from time to time, thereon for the construction of a mixed use building partly residential and partly commercial and commenced construction in accordance with the said Sanctioned Plan.
- G.** The developer duly caused the Project to be registered with the Real Estate Regulatory Authority vide registration No.....
- H.** Thereafter the said Developer and the Owner combined herein offered to sell and the Purchasers herein agreed to purchase **ALL THAT self contained flat/s being Flat no. .... on the ..... floor of the said building measuring ..... Square Feet Carpet Area and Balcony measuring ..... (corresponding to built up area of ..... and super built up area of ..... Sq. ft.)** be the same a little bit more or less along with the right to ( ) open/covered parking space at the ground floor of the building, together with all easement right, common area, facilities, amenities and others of the said building together with all fitting and fixtures attached thereto, constructed in the **FIRST SCHEDULE** land along with all easement right and common rights and liberties together with proportionate undivided share of land of the said building as described in the **THIRD SCHEDULE** for a total consideration of **Rs...../- (Rupees .....)** only and the parties entered into an Agreement dated ..... amongst themselves.
- I.** The construction has since been completed and the Developer has called upon the Purchaser to complete the registration of the Deed of Conveyance in his name.
- J.** Prior to execution of these presents the Purchaser/s has/have fully satisfied himself/herself/itself/themselves and has agreed not to raise any objection as to the: i) Title of the **OWNER**. ii) Has fully understood the terms and conditions contained in the agreement. iii) Has inspected the said **PLAN** sanctioned by Kolkata Municipal Corporation) . iv) The right of the **OWNER/DEVELOPER** to enter into these presents.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS: \_**

In consideration of the sum of Rs. ....../- (**Rupees .....**) **only** paid by the Purchaser/s herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser/s) the Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser/s herein the said flat being **ALL THAT self contained flat/s being Flat no. .... on the ..... floor of the said building measuring ..... Square Feet Carpet Area and (.....) Balcony (corresponding to super built up area of ..... Sq. ft.)** be the same a little bit more or less along with ( ) open/covered car park together with all easement right, common area, facilities, amenities and others of the said building together with all fitting and fixtures attached thereto, constructed in the **FIRST SCHEDULE** land along with all easement right and common rights and liberties together with proportionate undivided share of land of the said building (morefully and more particularly described in the **THIRD SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser/s absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owner and/or Developer assure that The Purchaser/s shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space areas and facilities in the building for the use occupation and enjoyment of the said flat as detailed in **FOURTH SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchaser/s shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **SIXTH SCHEDULE** hereunder written and/or described.

**THE OWNER and/or DEVELOPER COVENANT WITH THE PURCHASER/S AS FOLLOWS:-**

**1.** The Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his/her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owner and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.

2. The Purchaser/s shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owner and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;

3. The Purchaser/s shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser/s under the terms of this conveyance.

4. The Purchaser's' undivided proportionate interest is impartible in perpetuity.

5. The Owner and/or Developer doth hereby further covenant with the Purchaser/s that the Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for her own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.

6. The Owner and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Flat and premises hereby conveyed or any part thereof by, from. under or in trust for the Owners and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/s do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser/s in the manner aforesaid as by the Purchaser/s, its/his/her/their heirs, executors or administrators and assigns shall be reasonably required.

#### **THE PURCHASER/S COVENANT/S WITH THE OWNER AND/OR DEVELOPER AS FOLLOWS:-**

1. The Purchasers admits and accepts that the **OWNER AND/OR DEVELOPER** and/or his employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.

2. The Purchasers consents to be a member of the Association of Flat Owners to be formed by the Owners of **FLAT AND/OR UNIT** in the Complex and the Purchasers agree and covenants:

i) To Co-Operate With The Other Co-Purchaser/s and the **OWNER AND/OR DEVELOPER** /and /or the Association of Flat Owners in The Management And Maintenance Of The Block/Complex.

ii) **TO OBSERVE** the rules framed from time to time by the **OWNER AND/OR DEVELOPER** and /or the Association of Flat Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.

iii) **TO ALLOW** the **OWNER AND/OR DEVELOPER** and /or the Association of Flat Owners with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.

iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNER AND/OR DEVELOPER** and upon the formation of the association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchasers.

v) **TO DEPOSIT** the amounts reasonably required with the **OWNER AND/OR DEVELOPER** and upon the formation with the association or co-operative society or private limited company as the said case may be towards the liability for the rates and taxes and other outgoings.

vi) **TO PAY** charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.

vii) **NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.

viii) **NOT TO** do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers

enjoyment of the said **FLAT AND/OR UNIT**.

**ix) NOT TO** throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building.

**x) NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.

**xi) NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.

**xii) NOT TO** fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT** for such installation.

**xiii) NOT TO** do or cause anything to be done in or around the said **FLAT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **FLAT AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

**xiv) NOT TO** damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.

**xv) NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **FLAT AND/OR UNIT** which in the opinion of the **OWNER AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNER AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.

**xvi) NOT TO** install grills the design of which have not been suggested or approved by the Architect.

**xvii) NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **FLAT AND/OR UNIT** or any part of the said building or cause

increased premium to be payable in respect thereof if the building is insured.

**xviii) NOT TO** raise any objection whatsoever to the **OWNER'S/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNER AND/OR DEVELOPER** subject to approval by the concerned authority.

**xix) NOT TO** make in the said **FLAT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNER AND/OR DEVELOPER** and/or any concerned authority.

**xx) NOT TO** use the said **FLAT AND/OR UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose.

**xxi) NOT TO** raise any objection upon the Developer undertaking additional construction in accordance with law and for **the** purpose the Purchaser has duly accorded its consent to the Developer applying for additional sanction vertically and /or laterally and raising additional construction and dealing with the same.

**xxii) Not to** raise any objection as and when the Owner erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/**roof** of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.

**xxiii) NOT TO claim** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.

**xxiv) NOT TO** use the allocated car space or permit the same to be used for any other **purpose** whatsoever other than parking of its own car.

**xxv) NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the **OWNER AND/OR DEVELOPER** .

**xxvi) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNER** before the formation of the and /or the Association of Flat Owners and after the and /or the Association of Flat Owners is formed.

**xxvii) NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owner and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.

**xxviii) NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.

**xxix) NOT TO** claim any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owner and/or Developer exercising its right to deal with the same

**xxx) NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.

**xxxii) To pay** Service Tax at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

**xxxiii) The right of the purchaser/s in respect of the Car Parking Space (in case a Car Parking Space has been allotted to the Purchaser herein) the shall be as follows:-**

- (i) To park a Medium Sized Motor Car only.
- (ii) Not use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.
- (iii) not to keep in the car parking space, anything other than private motor car
- (iv) Not raise or put up any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before.
- (v) not to use the said car parking space or permit the same to be used Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.
- (vi) Not to claim any right whatsoever over and in respect of the Car parking spaces.
- (vii) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.
- (viii) To allow the ingress and egress of the cars and vehicles of the other unit owners over the car parking space of the purchaser herein.
- (ix) To pay all rates, taxes assessments in respect of the Car Parking Space.

### **THE FIRST SCHEDULE**



**(The land whereupon the Unit is constructed)**

**ALL THAT** piece and parcel of revenue free land measuring an area of **5 Cottahs 4 Chittacks** be the same a little more or less together **with Ground + 3 storied residential building** namely ..... **Premises No.2/1C, Sakharam Ganesh Deuskar Sarani** (formerly known as 2/1C, Townshend Road), **Police Station- Bhowanipore, Kolkata—700025** under **Ward No.72**, within the limits of the **Kolkata Municipal Corporation** which is butted and bounded in the manner as follows:

ON THE NORTH : By RT SHED PREMISES NO. 2/1B, TOWNSEND ROAD  
 ON THE SOUTH : By PORTION OF THE PETROL PUMP  
 ON THE EAST : By SAKHARAM GANESH DEUSKAR SARANI  
 ON THE WEST : By V STORIED BUILDING PREMISES NO. 27, RAMESH MITRA ROAD

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE ENTIRE PREMISES)**

**WHEREAS:-**

- A.** One Ashoke Jiban Mukhopadhyay, son of Late Nagendra Nath Mukhopadhyay was the sole and absolute owner of the property fully described in the First Schedule written hereunder.
- B.** The said Ashoke Jiban Mukhopadhyay, while seized and possessed of the aforesaid property comprising a Bastu land admeasuring 5 Cottah 4 Chittacks be the same a little more or less lying and situate at and being Premises No.2/1C, Townshend Road, exclusively and absolutely, erected a four storied building admeasuring 7000 Square Feet super built up area more or less out of his funds at the said land being known as Premises No.2/1C, Townshend Road, Police Station- Bhowanipore, Kolkata-700025 and utilized the same as his dwelling house and mutated his name before the authority concerned.
- C.** The said Ashoke Jiban Mukhopadhyay died intestate on 1<sup>st</sup> September,, 1982 after having made and published his Last Will and Testament dated 14<sup>th</sup> January, 1982 wherein he appointed his wife, Annima Mukhopadhyay and two daughters, Jonaki Chatterjee and Monoja Banerjee as the executrixes in respect of the said Will and bequeathed the said Schedule Property entirely (hereinafter referred to the said premises) to his only son Sri Santanu Mukhopadhyay, subject to his wife having a life interest therein.
- D.** The last Will and Testament dated 14<sup>th</sup> January, 1982 of Ashoke Jiban Mukhopadhyay is registered and recorded in the Office of the Sub Registrar, Alipore and recorded in Book No.10, Volume No.1, Pages 33 to 35, Being No. 12 for the year 1982.

- E.** The probate to the last Will and Testament of Ashoke Jiban Mukhopadhyay was duly granted and obtained from the Court of Learned 5<sup>th</sup> Additional District Judge at Alipore as on 18<sup>th</sup> January, 1993 vide O.S. Case No.7Aof 1984 in favour of the said executrixes, i.e. Anima Mukhopadhyay, widow of Late Ashoke Jiban Mukhopadhyay, Jonaki Chatterjee, wife of Ashoke Kumar Chatterjee and Monoja Banerjee, wife of Debnath Banerjee. Thus the said three executrixes were on grant of the probate dated 18<sup>th</sup> January, 1993, discharged under the legal proposition.
- F.** The said Anima Mukhopadhyay, widow of Late Ashoke Jiban Mukhopadhyay died on 15<sup>th</sup> May, 1995 and upon her death her life interest in the property having been ceased to exist, the Owner/Vendor became the sole and absolute owner of the Said Premises in terms of the Will dated 14<sup>th</sup> January, 1982 wherein the said Premises is bequeathed to him by his deceased father, Ashoke Jiban Mukhopadhyay as his sole beneficial legatee.
- G.** Thereafter the Techno Global Alliances (P) Ltd. , the Landowner herein purchased the same from Shantanu Mukhopadhyay by a duly executed Deed of Conveyance which was registered before the Office of District Sub Registrar-I, South 24 Parganas and recorded in Book No.I, C D Volume NO.12, Pages from 2260 to 2283, Being No.02614 for the year 2009,

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(The Said Flat)**

**ALL THAT self contained flat/s being Flat no. .... on the ..... floor of the said building measuring ..... Square Feet Carpet Area along with (.....) Balcony (corresponding to super built up area of ..... Sq. ft.)** be the same a little bit more or less with ( ) open/covered car park together with all easement right, common area, facilities, amenities and others of the said building together with all fitting and fixtures attached thereto, constructed in the **FIRST SCHEDULE** land along with all easement right and common rights and liberties together with proportionate undivided share of land.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(COMMON PORTIONS FOR UNITS)**

- a) Staircase on all the floors.
- b) Staircase landing and lift landings on all floors.
- c) Lift, Lift well and lift plant installation.
- d) Lift Room.

- e) Ultimate roof of the said building.
- f) Meter room/pump/generator room and common toilet.
- g) Common passage and lobby on the ground floor excepting Car parking spaces.
- h) Water pump, underground water reservoir, overhead water tank, water pipes and other common plumbing installations.
- i) Electrical wiring meters, generators and fitting (excluding those as are installed for any particular unit).
- j)** Corridors, staircase, passageways, common toilets, pump room roof, water pump and motor and other facilities shall be mutually agreed upon between the parties hereto and required for the establishment, location, enjoyment, provision, maintenance and/or management of the said building and after selling the units to the intending buyer's an Association is to be formed with all the flat owners to look after the maintenance of the building and each one will be liable to pay rates and services charges for the common facilities in respect of the space transferred to them.

#### **THE FIFTH SCHEDULE ABOVE REFERRED TO**

##### **(COMMON EXPENSES)**

- 1) The proportionate expenses of maintaining, repairing, replacing, redecorating and renewing the main structures and in particulars the drainage, sewerage system, water discharge arrangements, water supply, system of Electricity to all common areas as mentioned in the **FOURTH SCHEDULE**.
- 2) The expenses of repairing, maintaining, painting, white washing and colouring the main structure of the building, the exterior of the building, the passage around the building lobby, corridors, staircase and other common areas.
- 3) Salaries, wages, Fees or Remuneration of Durwans, if require, sweepers, plumbers, Electricians, caretakers or any other person or persons to be employed for the purpose as aforesaid.
- 4) Proportionate Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any Unit).
- 5) Expenses of severing/supply of common facilities and utilities and all other expenses incidental thereto.
- 6) Creation of funds for replacement, renovation and/or other periodical expenses.
- 7) Maintenance of lift.
- 8) All other expenses and/or outgoings including litigation expenses.

**THE SIXTH SCHEDULE ABOVE REFFERRED TO****(EASEMENTS)**

- 1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owners and occupiers of other flats of the building the rights, easements, quasi-easements, privileges thereto
- 2) The right of access in common with other co-owners or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
- 3) The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other flats of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
- 4) The right of protection of the said floor and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant thereto from the other part or parts of the said building.
- 5) The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purpose whatsoever.
- 6) The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

**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 AND DELIVERED BY THE OWNER**

**AT KOLKATA IN THE PRESENCE OF:**

**WITNESSES:**

- 1
- 2.

**SIGNED AND DELIVERED BY THE PURCHASER/S**

**AT KOLKATA IN THE PRESENCE OF:**

**WITNESSES:**

- 1.
- 2.

**SIGNED AND DELIVERED BY THE DEVELOPER**

**AT KOLKATA IN THE PRESENCE OF:**

**WITNESSES:**

- 1.
- 2.

**RECEIVED** from the within named Purchasers the within mentioned sum of **Rs** ...../- **(Rupees .....)** only by way of advance amount out of the total consideration money as per Memo below :-

**MEMO OF CONSIDERATION**

Date	Cheque No.	Bank	Amount (in Rs)
			<b>Rs...../-</b>

**(Rupees .....)** only

**SIGNATURE OF THE WITNESS**