### DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON THIS THE DAY OF , 2024 (TWO THOUSAND AND TWENTY FOUR) ANNO DOMINI.

#### $\mathbf{B} \mathbf{Y}$

SRI DEVELOPERS (PAN AERFS 7544 A), a Partnership Firm, having its Place of Business at 241, Roy Bahadur Road, Post Office New Alipore, Police Station Behala, Kolkata-700053, District: South 24-Parganas and being represented by it's Partners namely (1) SRI RANBIR KUMAR SAH (PAN: BXAPS 0716 B), son of Ganga Prasad Sah, by religion Hindu, by nationality Indian, by occupation Business and residing at 27/61/1, S.N. Roy Road, Post Office Sahapur, Police Station Behala, Kolkata – 700038, District: South 24 Parganas, AND (2) SRI INDER KUMAR SADHWANI (PAN AIOPS 9982 K), son of Late Sirumal Sadhwani, by religion Hindu, by nationality Indian, by occupation Business and residing at 3, Hari Das Dawn Road, Post Office New Alipore, Police Station Behala, Kolkata – 700053, District: South 24 Parganas hereinafter jointly called and referred to as the OWNER / VENDOR (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's Partner's heirs, executors, successors, administrators and legal representatives and assigns) of the FIRST PART.

#### TO AND IN FAVOUR OF

| SRI/SMT.              |                          | (PAN                         | ), son of             |
|-----------------------|--------------------------|------------------------------|-----------------------|
| , by occupation       | , by religion            | n Hindu, by nationality In   | dian and residing at  |
|                       |                          | , Police Station             | , Post Office         |
| , Kolkata             | , District               | , hereinafter ca             | alled and referred to |
| as the PURCHASE       | R (which term or expres  | ssion unless excluded by a   | nd repugnant to the   |
| contest shall mean a  | nd include his/her heirs | s, successors, executors, le | egal representatives, |
| administrators and as | esions) of the SECOND    | PART                         |                       |

WHEREAS one Kailash Prasad Chowdhury (son of Late Radha Kanta Chowdhury) was the C.S. recorded owner of ALL THAT the piece and parcel of land

measuring about 05 (Five) Cottahs, lying and situate within the District: South 24 Parganas, Police Station Behala, Additional District Sub Registrar at Behala, District Sub registrar at Alipore, J.L. No.9, Mouza Punja Sahapur, appertaining to C.S. Khatian No.232, comprising C.S. Dag Nos. 349 and 350, within the limits of the then South Suburban Municipality now Kolkata Municipal Corporation and well seized, possessed and sufficiently entitled to the Said Property without any disturbances and / or hindrances from any corner and free from all encumbrances.

During his sole and absolute ownership and peaceful possession and enjoyment of the said property, the said Kailash Prasad Chowdhury, on receipt of a fair consideration amount, sold and / or conveyed ALL THAT the above mentioned Property to and in favour of one Smt. Rajani Tandon (wife of Satpal Tandon), by virtue of execution and registration of the Deed of Sale dated 06.04.1971, which was duly registered at the Office of the District Sub Registrar, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 40, from 200 to 203 Pages and being Deed No. 01438 for the year 1971.

On and from the date of purchase of the said property, the said Smt. Rajani Tandon became the sole and absolute Owner and Possessor of the above mentioned Property and thereby started to possess and enjoy the same solely and absolutely and without any disturbance and/ or hindrance from anybody and thereby mutated her name in the books and records of the Kolkata Municipal Corporation under Ward No. 117 and the said Property has started to be known and numbered as the KMC Premises No. 24, Roy Bahadur Road, Kolkata 700053 and thereby assessed under the Assessee No. 41-117-11-0140-6 and thereby started to pay its taxes, rents and other payables to the Concerned Authorities regularly.

During her sole and absolute ownership and peaceful possession and enjoyment of the said property, the said Smt. Rajani Tandon, on receipt of a fair consideration amount, sold and / or conveyed ALL THAT the above mentioned Property to and in favour of one M/s. Trilok Light Engineering Private Limited, by virtue of execution and registration of the Deed of Sale dated 24.09.1987, which was duly registered at the Office of the Registrar of Assurances, Kolkata and recorded in Book No. I, Volume No. 259, from 57 to 70 Pages and being Deed No. 10104 for the year 1987.

AND WHEREAS during it's sole and absolute ownership and enjoyment of the above mentioned property, it has been reflected from the said Deed that some error and / or omissions have been made and for the same, the said Smt. Rajani Tandon and M/s. Trilok Light Engineering Private Limited, jointly rectified those discrepancies and for the same executed a Deed of Declaration on 26.02.1988, which was duly registered at the Office of the District Registrar at Alipore and recorded in Deed No. 2279 for the year 1988.

AND WHEREAS in pursuance of the said Deed of Sale and Deed of Declaration, the said M/s. Trilok Light Engineering Private Limited started to possess and enjoy the peaceful possession and enjoyment of the said Property and without any disturbances and / or hindrances from any corner.

AND WHEREAS the said M/s. Trilok Light Engineering Private Limited mortgaged the said Property before the Competent Authority of the West Bengal Financial Corporation for a lump sum amount for better running of its business. However, in due course of time, the said M/s. Trilok Light Engineering Private Limited failed to repay the Principal amount along with interest to the Concerned Bank within the stipulated period of time and failed to comply with the terms and conditions of the said security documents.

Hence, the said West Bengal Financial Corporation, served notice to the said M/s. Trilok Light Engineering Private Limited on 05.10.1993 as last opportunity to liquidate the

said Loan amount but the said M/s. Trilok Light Engineering Private Limited remained in default of making payment.

Thereafter, on 10.02.1997, the said West Bengal Financial Corporation took over the physical possession of the said Property and after getting the clear and marketable title of the said Property, the said West Bengal Financial Corporation had published the Public Notices on various newspapers for inviting offers from the intending purchasers.

AND WHEREAS the said West Bengal Financial Corporation after taking over the physical possession of the Said Property had published Public Notices on various News Papers on several dates for inviting offers from the intending Purchasers to purchase the Said Property in consideration of reasonable price and in response of one of those Public Notices Smt. Inderpal Kaur, wife of Amarjit Singh Thethi, the Vendor herein, made an offer to West Bengal Financial Corporation and express her willingness to purchase the Said Property through a Letter dated 19.08.1999.

AND WHEREAS the said West Bengal Financial Corporation accepted her offer and was agreed to sell the said Property to her and accordingly she paid the total Consideration amount to West Bengal Financial Corporation and took over the Possession on 08.10.1999 and subsequently the West Bengal Financial Corporation, on receipt of a fair consideration amount, sold and/or transferred the Said Property, to and in favour of one Smt. Inderpaul Kaur, by virtue of a registered Deed of Sale dated 13th December, 2004, duly registered at the office of the Additional of Assurances – I, Calcutta and recorded in Book No. I, Volume No. I, from 1 to 19 Pages, and being Deed No. 05362, for the year 2005.

On and from the date of purchase of the said property, the said Inderpaul Kaur became the sole and absolute Owner and Possessor of the said Property and thereby started to possess and enjoy the same solely and absolutely and without any disturbance and/ or hindrance from anybody.

AND WHEREAS during her sole and absolute ownership and enjoyment of the above mentioned property, the said Inderpaul Kaur, on receipt of a fair consideration amount, sold and / or conveyed ALL THAT the above mentioned Property to and in favour of one SRI DEVELOPERS, a Partnership Firm, being represented by its Partners namely Sri Ranbir Kumar Sah and Inder Kumar Sadhwani (the Owner / Vendor herein named), by virtue of execution and registration of the Deed of Sale dated 11.05.2022, which was duly registered at the Office of the Additional Registrar of Assurances - I, Kolkata and recorded in Book No. I, Volume No. 1901-2022, from 228915 to 228945 Pages and being Deed No. 190104293 for the year 2022.

AND WHEREAS the Owner / Vendor herein named have also mutated its name in the books and records of the Kolkata Municipal Corporation under Ward No. 117 and the said Property has continued to be known and numbered as the KMC Premises No. 24, Roy Bahadur Road, Kolkata 700053 and the said Property has been assessed under Assessee No. 41-117-11-0140-6 and thereby started to pay its taxes, rents and other payables to the Concerned Authority regularly.

Subsequently, for the purpose of better use & utilization of the property, the Owner / Vendor herein-named has decided to Develop the property by raising a Multistoried building thereon and thereafter with his initiation and investment, a Building Plan was prepared by a Competent Engineer and the same was submitted before the Competent Authority of the Kolkata Municipal Corporation and after proper compliance of all the provisions of various Acts & Rules of the Municipal Corporation, the said Building Plan has been sanctioned by the Competent Authorities of The Kolkata Municipal Corporation vide Building Permit No. 2023130199 dated 08.01.2024, for raising a G + IV storied building.

Thereafter, the said SRI DEVELOPERS, being represented by its Partners namely Sri Ranbir Kumar Sah and Inder Kumar Sadhwani, the Owner / Vendor herein has

deputed various Technical Persons, Masons and Labours for the purpose of construction of the said proposed G + IV storied building and in due course of time, the entire Project has been completed in all respect.

AND WHEREAS on announcement by the Owner / Vendor herein, to book unit/s and/or space/s and being desirous to purchase and book a self - sufficient residential Flat, Being No. side of the on the Floor, measuring about ) Sq. Ft. Carpet Area, the Purchaser herein named have ( inspected the papers and documents in respect of the property and being satisfied with the title of the Land Owner and the right, interest and authority of the Owner / Vendor herein in respect of disposal of the property under the Schedule herein, the Purchaser herein named have placed a proposal before the Owner / Vendor herein to purchase ALL THAT the self - sufficient residential Flat, Being No. , on the side of the Floor, measuring about ) Sq. Ft. Carpet Area, out of the G + IV storied building, TOGETHER WITH all the common rights, facilities, amenities, liberties and liabilities ALONG WITH the proportionate share and interest in the land underneath, which is more fully described under the Schedule 'C' below, at or for a total price of Rs. /- (Rupees ) only.

Finding the proposal as an acceptable one, the Owner / Vendor herein has decided to sell the said Flat, constructed and lying on the plot of land as mentioned under the Schedule 'A' herein above, of the G + IV storied building, which is more-fully described under the Schedule - "C" hereunder and shown in the annexed Plan by RED Border Line, to and in favour of the Purchaser herein-named, at or for a lump sum price and/or consideration of Rs. /- (Rupees ) only, together with the undivided proportionate share of land and premises along with all the easement rights, privileges and benefits as also the common facilities, amenities and rights as provided to all the Purchaser, subject to the stipulations and conditions to be followed and/or observed by the Purchaser herein along with the other co-owners of the said building and for the same,

the Parties have entered into an Agreement for Sale and have started to pay the said consideration amount.

Subsequently, after making arrangement of money towards payment of the residue portion of the settled consideration amount as also the required expenses for the purpose of execution and registration of the required Deed of Conveyance, the Purchaser herein named have requested the Owner / Vendor herein named to handover the possession of the said Flat and to execute the required Deed of Conveyance and to make the same registered to conclude the transaction, after receiving the residue portion of the settled consideration amount, on which the Owner / Vendor herein named has agreed.

#### AND HENCE THIS DEED OF CONVEYANCE.

NOW THIS DEED OF SALE WITNESSETH that in pursuance to the said Agreement for Sale and in consideration of the said sum of Rs. /- (Rupees ) only, well and truly paid by the Purchaser to the Owner / Vendor herein on or before the execution of these presents as per Memo of Consideration attached herewith and the Owner / Vendor herein, of and from the same and every part thereof does hereby acquit, release, exonerated and forever discharge the Purchaser as well as the said Flat, as more fully described in the Schedule -"C" hereunder written and every part thereof hereby sold AND the Owner / Vendor herein does hereby sell, grant, transfer, convey, assign and assure unto and in favour of the Purchaser herein, free from all sorts of encumbrances and the Owner / Vendor herein does hereby confirm the said transfer of ALL THAT the self – side of the sufficient residential Flat, Being No. Floor, , on the ) Sq. Ft. Carpet Area, out of the G + IV measuring about storied building, constructed & lying on the plot of land as mentioned under the Schedule 'A' herein above and being known & numbered as the KMC Premises No. 24, Roy Bahadur Road, Kolkata – 700053, as more fully and particularly mentioned in the Schedule - "C" hereunder written ALONG WITH all easement and quasi-easement rights and

benefits for the use and enjoyment of the said Flat TOGETHER WITH the right to use the common areas, facilities, amenities and installations and other fittings and fixtures in the said building as more-fully described in the Schedule-"D" hereunder written in common with all other Owners/Occupiers of the said building for the purpose of uninterrupted egress and ingress and for other beneficial use and enjoyment of the said land, building and premises (the Flat, as mentioned above, is more-fully and particularly shown in the Plan or Map annexed hereto and therein bordered with <u>RED</u> colour and hereinafter referred to as the "Said Unit"), free from all encumbrances, charges, liens, lis pendens, claims, demands, liabilities, acquisitions, requisitions, alignments and trust WHATSOEVER OR HOWSOEVER OTHERWISE the said Unit or Flat or Premises or any part thereof, now are or is hereafter or heretofore was or were situated, butted, bounded, called, known, numbered, described and/or distinguished <u>TOGETHER WITH</u> structures, walls, yards, paths, passages, court yards, ways, sewers, drains, water, water courses, lights, rights, liberties, privileges, easements, benefits, advantages and appurtenances whatsoever thereto or therewith usually held, used, occupied, enjoyed, reputed to know as part and parcel thereof or appurtenant thereto, the said land, premises or unit hereby sold, conveyed, transferred, assured and assigned <u>UNTO AND TO</u> the Purchaser herein and reversion or reversions, remainder or remainders and rents, issues and profits thereof and all estate, right, title, interest, inheritance, trust, use, possession, property, claim and demand whatsoever both at Law and in Equity of the Owner / Vendor herein into, upon and every manner or condition of the said land, premises or unit hereby conveyed, transferred and assured unto and to the use of the Purchaser and every part thereof TOGETHER WITH all deeds, pattahs, muniments, writings, evidences of title and all other documents exclusively relating to or concerning the said land, building, Flat and premises or any part thereof which now are or at any time hereafter shall or may be in the care, custody or power or possession of the Land Owner or any person or persons from whom the Land Owner or any other person/s from whom they can or may procure the same without any action or suit at Law or in Equity TO HAVE AND TO HOLD the said land, building, premises and Flat, more-fully described in the Schedule 'C' hereunder written and hereby sold, granted, transferred, conveyed, assigned or assured or expressed or intended so to be unto and to the use or benefit of the Purchaser herein, absolutely and forever as and when and for an absolute and indefeasible and perfect estate analogous thereto and without any manner or condition, use, trust or other things whatsoever to alter, defeat, encumber and make void the same A N D free from all encumbrances, charges, liens, claims, demands, liabilities, trust, acquisition, requisition and alignment/s whatsoever.

## AND THE OWNER/VENDOR DOES HEREBY COVENANT WITH THE PURCHASER HEREIN AS FOLLOWS:-

- a) That notwithstanding any act, deed, matter or thing whatsoever by the Owner done or executed or knowingly suffered by him to the contrary, he lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby sold, granted, transferred and conveyed or expressed or intended so to be and every part thereof for a perfect and indefeasible and absolute title or estate of inheritance without any manner or condition, use, trust or things whatsoever to alter, defeat, encumber or make void the same.
- b) That notwithstanding any such act, deed, matter or thing whatsoever as aforesaid, the Owner have good right, full power and absolute authority or indefeasible title to sell, grant, transfer, convey, assign and assure the said property hereby sold, granted, transferred and conveyed or expressed and/or intended so to be unto and to the use of the Purchaser in the manner aforesaid.
- c) That the said Flat and the undivided proportionate share or interest in the land comprised in the said premises is free from all charges, encumbrances, liens, *lis pendens* or any attachments whatsoever and that the said land, messuage and premises, as per the knowledge of the Owner herein, is not subject to any litigation and there is no case, suit or proceeding is pending before any Court of Law against the said Unit and the said impartible, undivided and proportionate share or interest in the land comprised in the said premises.

- d) That the Purchaser shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said property and/or unit hereby sold, granted or conveyed, subject to payment of proportionate costs and expenses for maintaining the said building and will be eligible to receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrances, claims or demands whatsoever by the Owner or any person or persons having lawfully or equitably claiming any right, title and interest whatsoever from, under or in trust for them.
- e) The Owner herein, and all persons having lawfully or equitably claiming any estate, right, title or interest whatsoever in the said property or any part thereof, from, under or in trust for him and will from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchaser or his heirs and/or successors and/or assignees, make, do and execute or caused to be done and executed all such further and other lawful and reasonable acts, deeds, things and assurances whatsoever for further, better and more perfectly assuring and conveying the said property and every part thereof and the said impartible, undivided and proportionate share and interest in the land comprised in the said premises unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.
- f) That the Owner herein shall and will at all times hereafter indemnify and keep the Purchaser indemnified of, from and against any and/or every types of losses and/or sufferings whatsoever the Purchaser may suffer in future for any type of action or any defect in the title of the Owner herein to the said property or for any encumbrances to which the said property is, can or may be the subject to.
- g) That the said Premises is neither hit by the provisions of the Urban Land (Ceiling and Regulations) Act, 1976 nor the same is hit by the provisions of the Calcutta Thika Tenancy Act nor any notice for acquisition or requisition has ever been served upon any of the Owner herein.

AND FURTHER the Owner does hereby covenant with the Purchaser that it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into

and to have and to hold and enjoy the said Flat, including impartible, undivided and proportionate share in the land and premises and all the easement rights and that the Purchaser shall be entitled to sell, transfer, convey, lease out, let out or deal with or dispose of the said property including the undivided proportionate share of land and premises to any other person, at any price as may be decided by the Purchaser, which he shall deem proper <u>AND ALSO</u> without any interruption, disturbances, claims or demands from or by the Owner herein or any other person or persons claiming through, under or in trust for them but must be along with all the covenants, liabilities and responsibilities as set-forth in this document.

The Purchaser shall apply for and get his name mutated as the Sole Owner in respect of the said Flat, in the books and records of The Kolkata Municipal Corporation and will may also obtain separate assessment of the said property or unit hereby sold.

# THE PURCHASER DOES HEREBY COVENANT WITH THE OWNER/VENDOR AS FOLLOWS:-

- a) The Purchaser shall hold, occupy, own and enjoy the said undivided, proportionate and impartible share or interest of the land hereby sold and conveyed in common and inconsistent with the rights and interests of the Owners and/or Occupiers of other undivided shares in the said premises and all other persons lawfully entitled to the use of the common areas and facilities now exist or hereafter to be existed in the said premises and to pay proportionate share of maintenance cost of the common facilities and/or amenities to be used and enjoyed by the Purchaser.
- b) The Purchaser does hereby undertake to pay the proportionate share of tax as assessed by the Competent Authority of The Kolkata Municipal Corporation, until the property sold under this Deed, is assessed separately and on and from that date onwards the Purchaser herein named will remain solely liable and/or responsible for the payment of the same directly to the Competent Authority.
- c) To keep the property sold under this instant Deed in good and reasonable condition.

- d) The Purchaser shall not claim any right, title or interest excepting the property purchased by him.
- e) The Purchaser shall become and remain member of the Association or Society to be formed in future.
- f) The Purchaser shall observe and perform strictly the terms and conditions, bye-laws and rules and regulations of the Association/Society to be formed in future.
- g) The Purchaser may use the property sold and conveyed for the purpose as required by him, but obviously without creating any obstruction towards the peaceful use and enjoyment of the respective property by the other Occupiers of the building and obviously with the proper permission and/or license from the Competent Authority and the Owners and/or Occupiers of the Other Part of the premises will have no right to oppose for anything in that respect illegally.

## IT IS FURTHER AGREED BETWEEN THE OWNER AND PURCHASER AS FOLLOWS:-

- a) That the undivided, proportionate share in the land of the said premises and the property hereby sold, transferred, conveyed, granted, assured and assigned unto and in favour of the Purchaser shall always remain impartible.
- b) The Purchaser shall not throw or accumulate or allow to be thrown or accumulated any rubbish, tit-bits, night soils, etc., and various unused materials in the common areas, passages, except the place fixed for the same.
- c) The Purchaser shall not create or permit to be created any annoyance or disturbance to the peaceful living of the other occupiers of the said premises but may do and/or perform any needful and/or additional works for further protection and/or better enjoyment of his purchased portion or the approach towards that portion at his own cost and without creating any such disturbances to the common right of use of the other Owners and Occupiers of the premises.
- d) Proportionate costs and expenses for maintaining, repairing, renovating and decorating etc., of the main structure and in particular main gate, drains, water pipes,

electric wire, in, under or upon the said building enjoyed and used by the Purchaser in

common with other Owners of the said building and also the entrance, passage, path ways,

drive ways, boundary walls and compounds etc., of the said land, building and premises.

Proportionate costs of cleaning and lighting the passage, main entrance, drive ways

and other common parts of the building as enjoyed and used with the other Owners

commonly.

the salaries f) Proportionate share towards and wages of watch man,

sweepers etc.

The Purchaser must not individually and without consulting with the other cog)

owners or other occupiers of the building, paint the outer portion of his property.

h) After the execution and registration of the Deed, the Developer shall not entertain any

complaints regarding the quality of construction or finishing or measurement of the said

Flat.

<u>SCHEDULE 'A'</u> (TOTAL LAND PROPERTY)

ALL THAT the piece and parcel of land measuring about 05 (Five) Cottahs, lying

and situate within the District: South 24 Parganas, Police Station Behala, Additional

District Sub Registrar at Behala, District Sub registrar at Alipore, J.L. No.9, Mouza Punja

Sahapur, appertaining to C.S. Khatian No.232, comprising C.S. Dag Nos. 349 and 350,

within the limits of the Kolkata Municipal Corporation, within the limits of the Kolkata

Municipal Corporation, Ward No. 117 and being known and numbered as the KMC

Premises No.24, Roy Bahadur Road, Kolkata - 700053 and being assessed under the

Assessee No. 41-117-11-0140-6.

Zone Name: Buroshibtala Xing to B.L. Saha Road.

The property is butted and bounded by:

ON THE NORTH: 06'-00" wide Common Passage;

ON THE SOUTH : 24'-00" (7.498 M) wide Road;

ON THE EAST : Land Property of Senco Fabrication;

ON THE WEST : Land Property of Kuntal Mehta.

#### SCHEDULE 'B' (THE BUILDING)

ALL THAT the G + IV storied building, constructed as per the Building Plan vide Building Permit No. 2023130199 dated 08.01.2024, sanctioned from The Kolkata Municipal Corporation and consisting of several self-sufficient units and other Spaces.

The building has been named as 'SRI APARTMENTS'.

### SCHEDULE 'C' (THE FLAT SOLD UNDER THIS DEED OF SALE)

ALL THAT the self – sufficient residential Flat, Being No. , on the side of the Floor, measuring about ) Sq. Ft. Carpet Area, consisting of .... ( ) Bedrooms, .... ( ) Living cum - Dining, ..... ( ) Kitchen, .... ( ) Balcony, .... ( Toilet and .... ( ) W.C., out of the G + IV storied building, constructed & lying on the plot of land as mentioned under the Schedule 'A' herein above and being known & numbered as the KMC Premises No. 24, Roy Bahadur Road, Kolkata – 700053, together with the undivided, un-partitioned & proportionate share & interest in the land as mentioned under the Schedule 'A' herein above along with all other common facilities and amenities as set-forth in the Schedule 'D' hereunder with the common liabilities as mentioned in Schedule 'E' hereunder with all other general, quasi easement and easement rights & liberties.

#### <u>SCHEDULE 'D'</u> (COMMON AREAS AND FACILITIES)

- 1) The Open Space around the building and side spaces within the building comprising the entrance therein, the staircase on all floors including the landing, Lift, Lift Well, Lift Machine Room thereof;
- 2) The foundation, coloumns, girder, beams, supports, main walls, Elevation;
- 3) The main entrance of the Premises as well as of the Building;
- 4) Common Passage and Lobby of the Ground Floor excepting the Car Parking Spaces, if any;
- 5) The Space for installations of Common and individual Electric Meter and the main electric connections, Electrical wiring, Main electrical distribution board, Sub-distribution boards, Main electrical meter and other installations and fittings in the Premises;
- 6) Underground and Overhead Water Reservoir and Tank;
- 7) Water pump, water Tanks, Pipes and other common Plumbing installations and all other water supply equipment;
- 8) Drainage and Sewerages Systems, main water connections reservoir to overhead water tanks and distribution pipe-line to kitchen and toilets of different units and or to the common portions.
- 9) Common water pump and motors;
- 10) Boundary walls, Elevations, Main gates all side spaces, back side spaces, passage; drains are common to the said building including the roof and terrace of the said building and such other common parts, areas, equipment (like common electric meter and other necessary installations), fixtures, fittings and spaces in or about the main building as are necessary for common user for the occupancy of the Flats and the Car Parking Spaces and as are specified expressly as common parts after construction of the building;
- 11) The ultimate roof and stair roof of the building.
- 12) Affix any wires, cables, pipes, dish antenna, etc. from or through any of the common portions and passage.
- 13) Only general light point / points of the common portions.

### <u>SCHEDULE 'E'</u> (<u>COMMON EXPENSES</u>)

- 1) Proportionate share of Insurance premium for insuring the said building.
- 2) Proportionate share of Expenses to maintain outside elevation if needed.
- 3) Proportionate share of Expenses to maintain lift and keep it running condition
- 4) The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage, rain water discharge arrangement, water supply system, supply of electricity to all common areas.
- 5) The expenses of repairing, maintaining, white-washing and colour washing the main structure of the building including the exterior of the building and also the common area of the building.
- 6) The costs of cleaning and lighting the entrance of the building, the passage and spaces around the building, lobby corridors, staircases, lift and lift room, and other common areas.
- 7) Salary, wages, fees and remuneration of durwans, sweepers, plumbers, electricians, caretakers or any other person whose appointment may be considered necessary for maintenance and protection of the said building and administration and management of the affairs thereof.
- 8) The Municipal taxes, commercial surcharges, multi-storied building taxes, urban land taxes, water taxes and other rates and taxes of said building.
- 9) All expenses of common services and in common with common areas and facilities.
- 10) Such expenses as are necessary for or incidental to the maintenance and up keeping of the building and of the common areas facilities and amenities.

<u>IN WITNESS WHEREOF</u> the Parties herein have set & subscribe their respective signatures on the day, month and year above mentioned after going through the contents herein, understanding the meaning of the same and realizing the results thereof.

### IN THE PRESENCE OF:

(1)

SIGNATURE OF THE OWNER/VENDOR

(2)

SIGNATURE OF THE PURCHASER

#### Drafted and Prepared By:

Advocate, Alipore Judges' Court, Kolkata – 700027.

### RECEIPT

| RECEIVED from the only as per the MEMO below |             | a sum of Rs. |        | /- (Rupees | )   |
|--|-------------|--------------|--------|------------|-----|
| • Paid by                                    | <u>MEMO</u> |              |        |            |     |
| (Rupees<br><u>WITNESSES: -</u> (1)           | ) only.     | TOTAL        | :      | <u>Rs.</u> | /-  |
| (2)  |             | SIGNATURE    | OF THE | OWNER/VEND | OOR |