

DEED OF CONVEYANCE

This **DEED OF CONVEYANCE** is executed on this the day of
TWO THOUSAND AND TWENTY THREE (2023)

-BETWEEN -

AHW CONSTRUCTION PVT. LTD., (Previously named and known as Agarwal Hardware Works & Foundries Pvt. Ltd.)(**PAN AACCA3929M**), a Private Limited Company incorporated under the provisions of the Companies Act, 1956/2013, having its Registered Office at 106, Kiran Chandra Singha Road, Post Office & Police Station- Shibpur, District- Howrah, Pin-711102,represented by Rakesh Kumar Saraf (PAN AKUPS9143A), (Aadhar No.4476 3784 4600), son of Satya Narayan Agarwal, by faith-Hindu, by occupation- Business, by nationality- Indian, residing at 14/2, Mackenzie Lane, Post Office- Howrah, Police Station- Golabari, District-Howrah, Pin-711101 **(3) Anil Kumar Dubey (PAN ADNPD6002D) (Aadhar No. 6782 8639 2228)**, son of Late Narbdeswar Dubey, by faith-Hindu, by occupation- Business, by nationality- Indian, residing at 115, Grand Trunk Road, Post Office- Salkia, Police Station- Golabari, District- Howrah, Pin-711106, by a Power of Attorney dated 5th August 2022 registered with the office of Additional Registrar of Assurance III, Kolkata and recorded in Book No.I, Volume no.1904-2022, Pages 813883 to 813912, Being no.190412529 for the year 2022hereinafter 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 **FIRSTPART.**

AND

SARVA CONSTRUCTION LLP (PAN AEQFS0428G), a Partnership Firm, having its registered office at 37A, Bentinck Street, Bentinck Chamber, 2nd Floor, Room No.208, Post Office- Esplanade, Police Station- Hare Street, Kolkata-700069, being represented by its Partners (1) Rakesh Kumar Saraf (PAN AKUPS9143A), (Aadhar No.4476 3784 4600), son of Satya Narayan Agarwal, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 14/2, Mackenzie Lane, Post Office- Howrah, Police Station- Golabari, District- Howrah, Pin-711101 **(3) Anil Kumar Dubey (PAN ADNPD6002D) (Aadhar No. 6782 8639 2228)**, son of Late Narbdeswar Dubey, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 115, Grand Trunk Road, Post Office- Salkia, Police Station- Golabari, District- Howrah, Pin-711106 being the 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

..... (**PAN:**), son /wife of by faith-
....., by occupation -, by Nationality - Indian, residing at
....., Post Office-....., Police Station-....., Pin-
..... hereinafter called and referred to as the '**PURCHASER** (which term

and 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. Devolution of Title.
- B. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at No..... on
- C. In the event aforesaid Owner/Vendor herein became absolutely seized and possessed of or otherwise well and sufficiently entitled to as absolute owner of **ALL THAT** the piece or parcel of a definite demarcated area of Rayati Mokrari Sthitiban land, measuring more or less **04 Bighas 12 Cottah - 02 Chittacks 30 Sq.ft.** be the same a little more or less together with single storied dwelling house building, structures and out houses, etc. standing thereon or on part whereof measuring more or less **10,000 Square Feet** lying and situate in **Pargana Boro Moujah Malipanchghora, Thana** formerly Bally, **now Belur**, Sub Registration –Howrah, District- Howrah. Being numbered as **Holding No.10, Seth Parasram Bajaj Road, Liluah, Howrah**, within Bally Municipality Ward No.20, presently **Howrah Municipal Corporation Ward No.62, Pin-711204** and **ALL THAT** the demarcated portion of the TOTAL PROPERTY land measuring more or less **12 Cottah** lying and situated in **Pargana BoroMouja- Malipanchghora and Belur, Thana –Bally**, Sub Registration- Howrah, **District- Howrah** and being part of **Premises No.10, Seth Parasram Bajaj Road, Liluah, Howrah**, within the Bally Municipality Ward No.20, presently **Howrah Municipal Corporation Ward No.62 Pin-711204** "(morefully and particularly described in the **FIRST SCHEDULE** herein before written and hereinafter referred to as the **SAID PREMISES**).
- D. The Owner/ Vendor and the Developer entered into a Development Agreement dated 5th August 2022 registered with the office of Additional Registrar of Assurance IV, Kolkata and recorded in Book No.I, Volume no.1904-2022, Pages 813839 to 813882, Being no.190412497 for the year 2022 and Power of Attorney dated 5th August 2022 registered with the office of Additional Registrar of Assurance III, Kolkata and recorded in Book No.I, Volume no.1904-2022, Pages 813883 to 813912, Being no.190412529 for the year 2022.
- E. Th developer shall utilize the demarcated portion being **ALL THAT** the demarcated portion of the TOTAL PROPERTY land measuring more or less **12 Cottah** lying and situated in **Pargana Boro Mouja- Malipanchghora and Belur, Thana –Bally**, Sub Registration- Howrah,

District- Howrah and being part of **Premises No.10, Seth Parasram Bajaj Road, Liluah, Howrah**, within the Bally Municipality Ward No.20, presently **Howrah Municipal Corporation Ward No.62 Pin-711204** for the purpose as may be deemed fit and proper by the Developer and the constrictions on the said demarcated land shall not form part of the saleable space in the project.

- F.** The land described in the First Schedule hereunder written is outside the purview of the Urban Land (Ceiling & Regulation Act) 1976.
- G.** The Owner herein have mutated their name in the records and register of the Local Civic Authority and has been paying the applicable rates and taxes without any default.
- H.** The Local Civic Authority has granted sanction plan bearing No.....
- I.** The Local Civic Authority has granted the Commencement Certificate to develop the project vide approval dated bearing registration no/Plan no.
- J.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata under registration no.
- K.** The Developer herein named the Complex "**DEZIRE HOMES**" and the Complex has now popularly come to be known by the said name. The expression DEZIRE HOMES wherever used herein shall mean the complex comprising, inter alia, the Said Land and all the buildings and/or structures as have been constructed by Owner/ Developer herein thereon.
- L.** During the course of construction the Developer invited offers for purchase of self contained residential ownership flats and the Purchasers herein offered to purchase **ALL THAT** piece and parcel of Residential **FLAT AND/OR UNIT no.....** on the **Floor** of the building being **Block –** containing by estimation an area of **Square Feet** (Carpet Area) more or less consisting of Bed Rooms, Kitchen, toilets, Living /Dining, Balcony (area of **balcony measuring Sq.ft.**) and **one** **Parking** at the Project known as "**DEZIRE HOMES**" constructed on the premises as stated in the First Schedule hereunder written **TOGETHER WITH** undivided, impartible proportionate share of land underneath the said Block **TOGETHER WITH** all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building (morefully and particularly described in the **SECOND SCHEDULE** and hereinafter referred to as the **SAID FLAT**) at and for the consideration of **Rs...../- (Rupees**) **only** and the parties entered into an Agreement amongst themselves.
- M.** The said Flat is now since completed and the Purchasers has duly satisfied itself as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction has now proceeded to have the Deed of Conveyance executed in its favour.

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 Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser/s herein the said **ALL THAT** piece and parcel of Residential **FLAT AND/OR UNIT no.....** on the **Floor** of the building being **Block –** containing by estimation an area of **Square Feet** (Carpet Area) more or less consisting of Bed Rooms, Kitchen, toilets, Living /Dining, Balcony (area of **balcony measuring Sq.ft.**) and **one** **Parking** at the Project known as "**DEZIRE HOMES**" constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building (morefully and more particularly described in the **SECOND 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 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 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 as described in **Section A and Section B** of the **THIRD 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 maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTHSCHEDULE** 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 **FIFTH SCHEDULE** hereunder written and/or described.

THE 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 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 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 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 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 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 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 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 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 DEVELOPERAS FOLLOWS:-

- 1) The Purchasers admits and accepts that the 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 Purchaser has understood the concept, layout and scheme of DEZIRE HOMES to comprise of Blocks and that all facilities and amenities in all Blocks shall be jointly enjoyed by the purchaser of units in the Complex and any access

and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said First Schedule land to the Complex and any other Complex developed by the Developer shall be permitted in perpetuity.

- 3) 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 **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 **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 **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 including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately 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 **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 **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** throws 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 **DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **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 **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 **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** raise any objection in the event the Developer herein adds and /or amalgamates any other land or property in the surroundings to the Schedule property and the said additional /amalgamated lands shall be treated as part and parcel of the project and the Developer and all unit purchasers shall be entitled to use and enjoy the internal Roads/Passages as common road for the schedule land and the additional land/amalgamated land and also of the entrances (both for ingress and egress) and all common amenities, facilities, shall also be accordingly shared by the unit purchasers of units in the scheduled land and the unit purchasers in the added / additional land and the obligation to pay the common maintenance charges shall apply in respect of the construction on the added/ additional land and the construction on the First Schedule land and shall be adhered to by the Purchaser herein along with the other co-owners.
- xxiv. **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 and such common portions shall be shared with the adjacent project Unit Owners and the common expenses for the present Project and the adjacent Project erected on the same mother premises shall be shared amongst all the residents.

- xxv. **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.
- xxvi. **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 **DEVELOPER** .
- xxvii. **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.
- xxviii. **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 Developer herein including any further constructions, additions or alterations that may be made from time to time.
- xxix. **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.
- xxx. **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 Developer exercising its right to deal with the same
- xxxi. **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 GST 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:-
- (a) To park a Medium Sized Motor Car only.
 - (b) Not use car parking space or permit the same to be used for any purpose whatsoever other than parking of a medium sized car.
 - (c) not to keep in the car parking space, anything other than private motor car
 - (d) 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.
 - (e) 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.
 - (f) Not to claim any right whatsoever over and in respect of the Car parking spaces.

- (g) Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it.
- (h) 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.
- (i) To pay all rates, taxes assessments in respect of the Car Parking Space.

THE FIRST SCHEDULE ABOVE REFERRED TO:

THE SAID PREMISES

ALL THAT the piece or parcel of a definite demarcated area of Rayati Mokrari Sthitiban land, measuring more or less **04 Bighas 12 Cottah -02 Chittacks 30 Sq.ft.** be the same a little more or less together with single storied dwelling house building, structures and out houses, etc. standing thereon or on part whereof measuring more or less **10,000 Square Feet** lying and situate in **Pargana Boro Moujah Malipanchhora, Thana** formerly Bally, **now Belur**, Sub Registration –Howrah, District- Howrah. Being numbered as **Holding No.10, Seth Parasram Bajaj Road, Liluah, Howrah**, within Bally Municipality Ward No.20, presently **Howrah Municipal Corporation Ward No.62, Pin-711204.**

butted and bounded by:

- ON THE NORTH** : By.....,
- ON THE SOUTH** : By
- ON THE EAST** : By
- ON THE WEST** : By.....

THE SECOND SCHEDULE ABOVE REFERRED TO

(FLAT AND/OR UNIT)

ALL THAT piece and parcel of Residential **FLAT AND/OR UNIT no.....** on the **Floor** of the building being **Block –** containing by estimation an area of **Square Feet** (Carpet Area) more or less consisting of Bed Rooms, Kitchen, toilets, Living /Dining, Balcony (area of **balcony measuring Sq.ft.**) and **one Parking** at the Project known as **"DEZIRE HOMES"** constructed at or upon the land described in the FIRST SCHEDULE hereinabove written.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PORTIONS)

(COMMON PARTS and PORTIONS)

SECTION A (COMMON PARTS and PORTIONS in the COMPLEX)

- a) Ac multipurpose hall with dedicated kitchen.
- b) Ac fitness centre.
- c) Rooftop game zone.
- d) Ac adda room in ground floor lobby in each block.
- f) Landscape garden.
- e) EV Charging Station. (On User Charge basis)

SECTION - B [Common installations in respect whereof only right of user in common shall be granted as Service Area]

1. Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.
2. Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Apartment.
3. Other facilities or installations, if any provided for the common use of the Apartment Owners of the Premises and not covered by Section A hereinabove.
4. Common water reservoirs, water tanks, water pipes [save those inside any Apartment] and deep tubewell [if any, allowed by the Corporation/Jila Parishad/ Panchayat/ Local Authority] appurtenant to the Buildings.
5. Pumps and motors.
6. Fire fighting equipment.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

1. Establishment and all other capital and operational expenses of the Association.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto..

4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any **FLAT AND/OR UNIT**) walls of the Blocks.
8. All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, CC TV, if any, EPABX, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.
9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

THE FIFTH SCHEDULE ABOVE REFERRED 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 set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the **OWNER/VENDOR** at Kolkata

in the presence of :

1.

2.

SIGNED SEALED AND DELIVERED

by the **PURCHASER/S** at Kolkata

in the presence of:

1.

2.

SIGNATURE OF THE PURCHAER/S

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata in the

presence of :

1.

2.

RECEIVED from the within named Purchasers the within mentioned sum of
Rs...../- (Rupees) only as per Memo below :-

MEMO OF CONSIDERATION

Date	Cheque No.	Bank & Branch Name	Amount
		TOTAL	Rs...../-

(Rupees) only

SIGNATURE OF THE WITNESS

1.

2.

DEVELOPER