

Deed of Conveyance

THIS DEED OF CONVEYANCE made this the day of
....., in the Two Thousand Twenty Four (2024). A.D.

BETWEEN

PDC ASSOCIATES
[Signature]
Proprietor

(1) **SRI NITAI CHARAN ROY**, (PAN No.AYGPR5838K), (Aadhaar No. 3328 61380221), (2) **SRI AMAL KISHORE ROY**, (PAN No.ACTPR7513A), (Aadhaar No. 249889825333), both S/o. Lt. Bijoy Kumar Roy, (3) **SMT. SOBHA RAY**, (PAN No.BLEPR0416D), (Aadhaar No. 593517402011), wife of Lt. Gour Chandra Ray, (4) **SMT. GARGI CHAKRABORTY**, (PAN No. AWGPC4577N), (Aadhaar No. 7539 23614647), W/o. Sri Joydeep Chakraborty, by occupation – Business & House wife, Nationality - Indian, by faith- Hindu, all residing at 75, Raja Ram Mohan Roy Road, P.S. Behala, P.O. Barisha, Kolkata - 700008, District 24-Parganas (South), **represented by** his Constituted Attorney "**M/S. PDC ASSOCIATES**", represented by its proprietor **SRI PANKAJ BERA**, (PAN No. AMVPB9257H), Aadhaar No.269980035981), Son of Muktaram Bera, by faith- Hindu, by Nationality- Indian, by occupation - Business, Presently residing at 326/10, Raja Ram Mohan Roy Road, P.O. Barisha, P.S. Behala, Kolkata-700008, appointed by virtue of a Development Power of Attorney dated-05/08/2022, which was duly registered at the office of the A.D.S.R. Behala, South 24-Parganas, vide Book No.I, Volume No.1607-2022, Pages from 324286 to 324306, **Being No. 10402**, for the year **2022**, hereinafter called and referred to as the "**OWNERS/ VENDORS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and assigns) the party of the **FIRST PART**.

A N D

....., having **PAN No** :,
Aadhaar No :, S/o., by faith – Hindu, by
Nationality – Indian, by Occupation –, presently residing at
....., District South 24 Parganas,
West Bengal India, hereinafter called & referred to as the "**PURCHASER**" (which
expression shall unless excluded by or repugnant to the context be deemed to

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mean and include her respective heirs, executors, successors, administrators, legal representatives and assigns) the party of the **SECOND PART**.

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"M/S. PDC ASSOCIATES", represented by its proprietor **SRI PANKAJ BERA**, (PAN No. AMVPB9257H), Aadhaar No. 2699 8003 5981), Son of Muktarlam Bera, by faith- Hindu, by Nationality- Indian, by occupation - Business, Presently residing at 326/10, Raja Ram Mohan Roy Road, P.O. Barisha, P.S. Behala, Kolkata- 700008, District: South 24-Parganas, West Bengal, India, hereinafter called and referred to as the **"DEVELOPER / CONFIRMING PARTY"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor/ its successor-in-office, executors, administrators, authorized representatives and assigns) the party of the **THIRD PART**.

Background : Ownership :-

W H E R E A S one Bijoy Kr Roy (since deceased) was the recorded owner of the property, comprised in R.S. Dag No.573, 567, 568, mentioned in the First Schedule - A, below along with different Dags & Khatians of Mouza – Mondalpara, P.S. Behala, dist. South 24 Pgs. as per revisional settlement record. The said Bijoy Kr. Roy died intestate on 21.1.1975, leaving behind his wife Mangala Roy and six sons namely Netai Chandra Roy, Kamal Kishore Roy, Amal Kishore Roy, Gour Chandra Roy, Parimal Kishore Roy, Bimal Kishore Roy and three married daughters namely Tararani Patra, Shyama Routh & Anima Das amongst whom one son Bimal Kishore Roy died intestate on 20.9.1978 as a bachelor.

AND WHEREAS after the said demise of the said Bijoy Kr. Roy, the aforesaid property transferred by inheritance to his wife, daughters, sons and by institution of a partition suit No. T.S. No.129, of 2004 i.e. Netai Charan Roy

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versus Gour Charan Roy & others and by the order no.5, dated 4.10.2005, passed by the Ld. Lok Adalat, under the Partition suit, vide T.S. No.129 of 2004, dated 7.9.2004, the Ld. 7th Civil Judge (Sr. Div.) D. Adhikari at Alipore, south 24 parganas, was pleased to pass a final decree in Title Suit No.129 of 2004, in favour of all heirs and successors by submitting non judicial stamp of Rs.17,250/- for final disposal before the Ld. Judge Bhaskar Banerjee, Lok Adalat.

AND WHEREAS after such partition the owners namely Sri Netai Charan Roy, Sri Amal Kishore Roy and others have mutated their names said now absolute and lawful Owners by the KMC mutated being **Premises No. 146, Raja Ram Mohan Roy Road**, ward no.121, P.S. Behala, Kolkata - 700008, possessing and enjoying the said property free from all sorts of encumbrances by paying the relevant rents and taxes to the appropriate authority concerned having unfettered right, title and interest thereto free from all sorts of encumbrances, liens, lispenses and attachments whatsoever.

AND WHEREAS the Owners became the absolute and lawful joint owners of **ALL THAT** piece or parcel of bastu land in the said premises measuring **7 Cottahs 8 Chittak** more or less at Mouza – Mondalpara, J.L. No.106, Touzi no.80, R.S. No.190, parganas- Magura, part of R.S. & L.R. Dag No. 567, 568, 573, under R.S. Khatian No. 26, P.S. Behala, mutated their names before the Kolkata Municipal Corporation (S.S. Unit) at **Premises No. 146, Raja Ram Mohan Roy Road**, ward no.121, P.S. Behala, Kolkata - 700008. That at present physically obtain/ hold/ possessing and enjoying the said property and pay assusal rent & taxes to the said Appropriate Authorities with exclusive rights of Ownership thereto and the said property is mentioned in the **SCHEDULE** hereunder written having unfettered right, title and interest thereto free from all encumbrances, liens, lispensens and attachments whatsoever.

AND WHEREAS as such lawful joint Owners said **SRI NITAI CHARAN ROY, SRI AMAL KISHORE ROY, SMT. SOBHA ROY, SMT. GARGI**

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CHAKRABORTY got a property their names mutated in the assessment records of the Kolkata Municipal Corporation and constructed a temporary residential structure (R.T. shed) into and after over the said plot of land or part thereof which property separately assessed, that the hon'ble Assessor Collector physical inspection agreed and recommended to actual premises no issued a known and numbered as **Premises No. 933, Raja Ram Mohan Roy Road, ward no.121, Assessee No.41-121-14-3818-0, P.S. Behala, Kolkata - 700008.** That at present physically obtain/ hold/ possessing and enjoying the said property and pay assusal rent & taxes.

Development of the said Property :-

AND WHEREAS one **Sri Netai Charan Roy, Sri Amal Kishore Roy, Smt. Sobha Roy, Smt. Gargi Chakraborty** (owners herein) as lawful joint owners, their decided agreed to construct a **G+IV storied building** their execute a **Joint Venture Agreement / Development Agreement** which was duly registered at the office of the A.D.S.R. Behala, South 24-Parganas, vide Book No.I, Volume No. 1607-2017, **being No.5940**, dt.23.06.2017, to the said property as a attorney and development rights and appurtenances thereto represented to her through her law full constitute attorney namely **SRI PANKAJ BERA.**

AND WHEREAS being thus in absolute possession the aforesaid land, said **Sri Netai Charan Roy, Sri Amal Kishore Roy, Smt. Sobha Roy, Smt. Gargi Chakraborty**, the predecessor of the Vendors herein, decided to develop the said land, described in Schedule 'A' by rising or constructing the proposed multi-storied building consisting of some Flats, Shop, Car parking and saleable units as per the building plan to be sanctioned by the Kolkata Municipal Corporation and Developer, the confirming party herein, have come to know the intention of the said **owners** and having been satisfied with the title of the said

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erstwhile Owners/ Vendors in respect of the said land, as mentioned in the Schedule 'A' hereunder written agreed to develop and/ or construct a multi-storied building as per sanctioned Building Plan and specification of the Kolkata Municipal Corporation with respective mutual benefits and interest on ownership basis flat, at its own costs and expenses **A N D** accordingly said Owners/ Vendors and the Developer entered into a **Supplementary Development Agreement** on **29/07/2022**, which was duly registered at the office of the A.D.S.R. Behala, South 24-Parganas and recorded in Book No. I, Volume No. 1607-2022, Pages from 318562 to 318588, Being **No. 10185** for the year **2022** **AND Development Power of Attorney** on **05/08/2022**, which was duly registered at the office of the A.D.S.R. Behala, South 24-Parganas, vide Book No.I, Volume No.1607-2022, Pages from 324286 to 324306, **Being No. 10402**, for the year **2022**.

AND WHEREAS said owners thereafter splayed some portion measuring area 5 chattak 41 sft. for the interest of public path/ way adjacent road now we are physically obtain/ hold measuring area **7 Cottahs 2 Chittak 4 Sft.**, their execute a regd. **Boundary Declaration**, dated 29/08/2022 which was duly registered office of the A.D.S.R. Behala, recorded in Book No.I, CD Volume No.1607/2022, pages 360661 to 360674, **Being Deed No. 11899**, for the year 2022.

Sanction Plan :- In terms and conditions of the said Development Agreement the Developer herein obtaining the sanction Sanction **Building Plan/ Permit No. 2023140028**, dated **08/05/2023** from the KMC the vendor constructed a **G+IV storied building** building after demolishing the old structure at the KMC **Premises No. 933, Raja Ram Mohan Roy Road, ward no.121, P.S. Behala, Kolkata - 700008**.

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Ownership of Developer/ Vendor :- In the above circumstances, the Developer/ Confirming party has become the sole and absolute owner of the Said Flat And Appurtenances, free from all encumbrances out of **Developer's allocation**.

Discussions and Negotiations :- Discussions and negotiations have taken place between the Developer/ Confirming party and the Purchaser for purchase of the Said Flat And Appurtenances and commercial terms and conditions in this regard have been finalized. Pursuant thereto the Developer/ confirming party have agreed to sell to the Purchaser the **Said Flat And Appurtenances**, free from all encumbrances.

Sale to Purchaser :- In pursuance above and the Agreement for Sale and the Developer/ Confirming party is completing the sale of Said Unit / Flat and Appurtenances in favour of the Purchaser, by these presents.

Representations and Warranties of the Developer/ Vendor :-

Marketable Title :- The Developer/ Confirming party hereby declares that the Developer/ Confirming party have got marketable title to the Said Flat And Appurtenances free from all encumbrances, liabilities, attachments, acquisitions, alignments and requisitions and are competent to transfer the same to the Purchasers or its nominees.

No Previous Agreement :- The Developer/ Confirming party further declares that there is no previous agreement for sale/ transfer/ lease etc. either oral or in writing in respect of the Said Flat And Appurtenances with any person.

Statutory Permissions :- The Developer/ Confirming party further declares that it is in a position to obtain all statutory clearances, consents and permissions required to transfer the Said Flat And Appurtenances to the Purchasers.

Creation of Charge :- The Developer/ Confirming party declares that it has not mortgaged nor created any charge on the Said Flat And Appurtenances by

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depositing original Title Deed of the aforesaid Flat And Appurtenances in any Nationalized Bank or Private Bank or in any Kind of Financial Institution. If anything is found contrary to the statements made herein above then it will return back the Consideration money with interest and shall also be liable under the law of the land both in civil and criminal for non performance and/or non refund of the consideration money and indemnifies the purchaser for the pecuniary loss suffered by the Purchaser.

No Personal Guarantee :- The Developer/ Confirming party further declares that the Said Flat And Appurtenances is not affected by or subject to any personal guarantee for securing any financial accommodation either from Govt. or from any private organization, financial institution or from any Nationalized Bank or Private Bank or from any other person.

No Bar by Court Order or Statutory Authority : There is no order of Court, Tribunal or any other statutory authority prohibiting the Developer/ Confirming party from selling, transferring and/or alienating the Said Flat And Appurtenances or any part thereof.

Transfer :-

Transfer by Developer/ Vendor : At the request of the Purchaser, the Developer/ Confirming party is hereby conveying to the Purchaser, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Unit/ Flat and Appurtenances described in Part - II of the 1st Schedule below.

The Flat, i.e. **ALL THAT** the self contained **Tiles flooring** residential **Flat No.**, on the **Floor** at the **side** measuring super built up area of **Sft..** more or less together with undivided proportionate share of the land along with right of user of the common areas and facilities in common with other co-owners of the building (Said Unit/ Flat and

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Appurtenances) described in Part - II of the First Schedule hereto and delineated on the Plan annexed hereto and bordered in colour Red in the newly Constructed **G+IV- storied** building lying situate at and being **KMC Premises No. 933, Raja Ram Mohan Roy Road**, ward no.121, Assessee No. 41-121-14-3818-0, P.S. Behala, Kolkata - 700008, District : South 24 Parganas, [Premises] described in of the Part -I of the First Schedule hereto.

Land Share : The Land Share, i.e. undivided, variable, impartible, proportionate share in the land contained in the Premises, as is attributable to the Flat.

Share in The Common Portions : The Share in the Common Portions, i.e. undivided, impartible, proportionate share in the common areas, amenities and facilities attributable to the Flat, the said common areas, amenities being described in the 3rd Schedule below (Common Portions). The Common Portions, collectively Common Portions.

Other Rights : The Other Rights, i.e. all other rights appurtenant to the Flat & Car parking.

Consideration :- The aforesaid transfer is being made in consideration of a sum of **Rs...../- (Rupees lakhs) only.** (Consideration), which has been paid in full by the Purchaser and the Developer/ Confirming party hereby and by the Receipt and Memo below, admit the same.

Terms of Transfer :-

The transfer of the Said Unit / Flat and Appurtenances being affected by this Conveyance is :-

Sale : A sale within the meaning of the Transfer of Property Act, 1882.

Absolute : Absolute, irreversible and forever.

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Free from encumbrances : Free from all encumbrances of any and every nature whatsoever including but not limited to lispendens, attachments, liens, charges mortgages, trusts, debutters, reversionary rights, residuary rights, claims and statutory prohibitions.

Subject to : The transfer of the Said Unit And Appurtenances being affected by this Conveyance is subject to:

Payment of Common Expenses : The Purchaser paying proportionate share of all costs and expenses for maintenance and up keep of the common portion of the Said Building described in the Third Schedule below.

Use of the Common Portions and Facilities : Undivided, proportionate, indivisible and impartible share and/or interest in the common areas, amenities, facilities and installations in the Building and the Said Premises (collectively Common Portions) as be attributable to the Said Unit, described in the Third Schedule below.

Observing Covenants : The Purchaser observing and performing all covenants, stipulations and obligations as are provided for in the Said Conveyance.

Indemnification by Developer/ Vendor : Indemnification by the Developer/ Confirming party about the correctness of their title, representations and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Developer/ Confirming party, which if found defective or untrue at any time, the Developer/ Confirming party shall, at their own costs, expenses, risk and responsibility, forthwith take all necessary steps to remove and/or rectify and the Developer/ Confirming party shall make good any losses, damages, costs, charges and expenses which may be suffered by the Purchaser and/or their successors-in-interest by reason of any default of the Purchaser.

Indemnification by Purchaser : Indemnification by the Purchaser about the Purchaser faithfully and punctually observing and performing all covenants, stipulations and obligations required to be performed by the Purchaser hereunder. The Purchaser agrees to keep indemnified the Vendor and/or their

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successors-in-interest, of from and against any losses, damages, costs, charges and expenses which may be suffered by the Vendor and/or their successors-in-interest by reason of any default of the Purchaser.

Easements And Quasi-easements : Observance, performance and acceptance of the easements, quasi-easements and other stipulations (collectively Easements And Quasi-easements), described in the 5th Schedule below.

Possession :-

Delivery of Possession : Khas, vacant and peaceful possession of the Said Unit/Said Flat And Appurtenances has been hand over by the Developer/ Confirming party to the Purchaser, which the Purchaser admits, acknowledges and accepts.

Outgoings : All Municipal taxes, surcharge, outgoing and levies of or on the Said Unit/Flat And Appurtenances, relating to the period till the date of this Conveyance, whether as yet demanded or not, shall be borne, paid and discharged by the Developer/ Confirming party, with regard to which the Developer/ Confirming party hereby indemnify and agree to keep the Purchaser fully and comprehensively saved, harmless and indemnified.

Holding Possession :-

Purchasers Entitled : The Developer/ Confirming party hereby covenant that the Purchaser shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Unit/Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Purchaser, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Developer/ Confirming party or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Developer/ Confirming party.

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Further Acts :-

Developer/ Confirming party to do : The Developer/ Confirming party hereby covenant that the Developer/ Confirming party or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchaser and/or their successors-in-interest, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchaser to the Said Unit/Flat And Appurtenances.

Interpretation :-

Number : Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa.

Headings : The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

Definitions : Words and phrases have been defined in the Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

Documents : A reference to a document includes an amendment and supplement to, or replacement or innovation of that document.

THE FIRST SCHEDULE ABOVE REFERRED TO

Part- I, (Entire Property)

ALL THAT piece or parcel of bastu land measuring **7 Cottahs 2 Chittak 4 Sft.**, more or less together with **G+IV storied building** Mouza – Mondalpara, J.L. No.106, Touzi no. 80, R.S. No. 190, parganas - Magura, part of R.S. & L.R. Dag No.567, 568, 573, under R.S. Khatian no. 26, P.S. Behala, mutated their names before the Kolkata Municipal Corporation (S.S. Unit) at **Premises No. 933, Raja Ram Mohan Roy Road, (LOCATION : J. L. Sarani to Netaji Sarak Crossing**

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Premises Located on Raja Ram Mohan Roy Road), ward no.121, Assessee No.41-121-14-3818-0, P.S. Behala, Kolkata - 700008, at present Additional District Sub Registry Office at Behala at Alipore, District of South 24 Parganas. It is butted and bounded as follow :-

- ON THE NORTH** : Land of Parimal Kishore Roy ;
ON THE SOUTH : Raja Ram Mohan Roy Road ;
ON THE EAST : House of Amal Kishore Roy ;
ON THE WEST : House of Shyamapada Nayak ;

Part - II

[Said Unit / Flat and Appurtenances]

ALL THAT a self- contained Vitrified Tiles flooring residential Flat No., on the Floor at the side measuring super built up area of Sft. more or less comprised of of the said building at the said premises including all fixtures, fittings, electric/sanitary installations with right to use all common areas in the said premises, facilities, privileges, amenities as provided in the said premises fully described in the Schedule 'C' hereunder written and to pay proportionate share of all expenses maintenance charges of the building at the said KMC Premises No. 933, Raja Ram Mohan Roy Road, Ward no.121, P.S. Behala, Kolkata - 700008, at present office of the A.D.S.R. Behala, District: South 24- Parganas.

- Lift facility in this building.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Covenants)

1. **Transfer & dismemberment** : -

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1.1 No Partition : The Purchaser shall not, at any time, claim partition of the undivided impartible proportionate share in the Land

1.2 Future Transfer : Future transfers of the Said Unit / Flat and Appurtenances shall always be accompanied by the sale of all share or interest or obligations the Purchaser have in the Building and the Said Premises.

2. Mutation, taxes and impositions :-

2.1 Transferees to Get Mutation Effected : The Purchaser shall apply for and have the Said Unit/ Flat and Appurtenances, separately assessed and mutated in their names.

2.2 Effective Date for Payment by the Transferees : All taxes, impositions and outgoings, including, penalties, costs, charges and expenses, in respect of the Said Premises, the New Building and the Said Unit / Flat and Appurtenances, accruing till the date of this Deed of Conveyance shall be paid by the vendor and those accruing for the period hereafter shall be paid by the Purchasers.

3. User of the Said Unit / Flat and Appurtenances :-

3.1 The Purchasers shall, at own costs and expenses :

3.1.1 Good Repairs : Keep the Said Unit / Flat and Appurtenances and all fixtures and fittings therein properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.

3.1.2 Documents Relating Title : All the original documents relating to title of the said premises/ Unit/ Flat shall be handed over by the Land Owner and developer to the Association of Owner and the list together with photo copy of the documents will be handover to the purchaser/ purchasers provided that the Association will keep that in safe custody and shall on all reasonable time present it before the purchasers/ purchaser/ developer.

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3.2 The Purchasers shall NOT do the following :-

3.2.1 No Withdrawing Support : Injure, harm or damage the Common Portions or any other flats in the Building by making any alterations or withdrawing any support or otherwise.

3.2.2 No Alteration of Colour Scheme : Alter any portion, elevation or colour scheme of the Building.

3.2.3 No Throwing Refuse : Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions Save at the place indicated there for.

3.2.4 User of the Said Unit / Flat and Appurtenances : Use the Said Unit / Flat and Appurtenances or any part thereof for any purpose other than for the purpose.

3.2.5 No Injurious Activities : Carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit / Flat and Appurtenances.

3.2.6 No Signage : Put up or affix any sign board, name plate or other similar articles on the Said Unit / Flat and Appurtenances or outside walls of the Said Unit / Flat and Appurtenances Save at the place or places provided therefore or approved in writing by the Developer/ Confirming party.

3.2.7 No Storing Hazardous Articles : Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit / Flat and Appurtenances.

3.2.8 Electricity Charges : All charges for the electricity consumed in the Said Unit / Flat and Appurtenances shall be borne and paid by the Purchasers. It is clarified that the Purchasers, at his own costs and expenses, shall be liable to take electricity connection from the CESC Ltd. directly and the vendor, apart from

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giving necessary consent therefore, if necessary, shall not have any liability whatsoever.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common Areas)

1. **Areas** : (a) Open and/or covered paths and entrance and exits of the buildings, free ingress and egress of the building passages; (b) Lobbies and stair cases of the New Building; (c) Access to the Roof and/or Terrace on the top floor of the New Building; (d) Stair Head Room, servant's toilets (if any), of the New Building; (e) Boundary walls and main gates of the New Building and the Premises.
2. **Water and plumbing** : (a) Water reservoirs; (b) underground water reservoir and overhead Water tanks; (c) WATER Pump with motor and Water pipes (save those inside any Unit).
3. **Electrical installations** : (a) Wiring and accessories for lighting of Common Portions; (b) Electrical Installations relating to meter for receiving electricity from CESC; (c) Pump and motor,
4. **Drains** : (a) Drains, sewers and pipes; (b) Drainage connection with Corporation.
5. **Others** : (a) other areas, portions, installations and/or equipments as are provided by the Developer in the New Building and/or Premises for common use and enjoyment.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. **Association** : Establishment and all other capital and operational expenses of the Association.

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2. **Common utilities** : All charges and deposits for supplies of common utilities.
3. **Electricity** : All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Fire fighting** : Costs of operating the fire-fighting equipments and personnel, if any.
5. **Insurance** : All expenses for insuring the New Building and/or the Common Portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion, etc.
6. **Litigation** : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
7. **Maintenance** : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Unit) walls of the New Building.
8. **Operational** : All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including pumps and other common installations including, their license fees, taxes and other levies (if any) and the lights of the Common Portions.
9. **Rates and taxes** : KMC Municipal Tax, Multi storied Building Tax, Water Tax and other levies in respect of the New Building Save those separately assessed on the Purchasers.
10. **Reserves** : Creation of fund for replacement, renovation and other periodic expenses.

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11. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, clerks, security personnel, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Easements)

The Purchaser and the other Intending Purchaser shall allow each other, the Developer/ Confirming party, and the Association (defined below), the following rights, easements, quasi-easements, privileges and/or appurtenances and in turn, the Purchasers shall also be entitled to the same:

- 1. Right of Common Passage on Common Parts :** The right of common passage, user and movement in all Common Parts.
- 2. Right of Passage of Utilities :** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Premises and the New Building includes the Units and the Common Parts.
- 3. Right of Support, Shelter and Protection :** Right of support, shelter and protection of each portion of the New Building by other and/or others thereof.
- 4. Right over Common Parts :** The absolute unfettered and unencumbered right over the Common Parts subject to the terms and conditions herein contained.
- 5. Appurtenances of the Said Unit And Appurtenances :** Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Unit And Appurtenances.
- 6. Access to Roof :** Right of access to the roof and/or terrace above the top floor of the New Building.


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

IN PRESENCE OF :-

1.

As Constituted Attorney of, SRI NITAI
CHARAN ROY, SRI AMAL KISHORE
ROY, SMT. SOBHA RAY, SMT. GARGI
CHAKRABORTY the Vendors herein.

Signature of the Owner

Signature of the Purchaser

**Signature of the Developer/
Confirming Party**



MEMO OF CONSIDERATION

R E C E I V E D of and from the within named Purchaser the within mentioned sum of Rs.....)_only being the full and final consideration of this Indenture in the manner as per Memo below.

M E M O

Date	Cheque No.	Bank / Branch	<u>Amount (Rs.)</u>
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Total -/-

(Rupees only)

WITNESSES:-

- 1.
- 2.

**Signature of the Developer/
Confirming Party**

Drafted by :-

PDC ASSOCIATES
Sanjay
Proprietor