

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this ..... day of  
..... in the year of Two Thousand and Twenty-Three (**2023**).

**BETWEEN**

(1) **MR. KAMAL KUMAR GOENKA HUF, (PAN: AAKHK 9526 K)**, a Hindu Undivided Family represented by its Karta namely **Mr. Kamal Kumar Goenka (PAN: ADKPG 0572A) (Aadhar 8603 6993 9660)**, son of Sri Deoki Nandan Goenka, residing at Shree Venkatesh Laxmi Residency -2, Flat No. 5B, Panchawati Complex, V.I.P. Road, Kaikhali, Kolkata 700 052, Post Office Airport, Police Station Baguaihati, District 24 Parganas (North).

(2) **MR. VAIBHAV LOHIA, (PAN : ACNPL 1439 M), (Aadhar 4439 6328 0970)**, son of Sri Bimal Kumar Lohia, by Faith Hindu, By Nationality Indian, By Occupation Business, at present residing at I2C, Lord Sinha Road, Flat No. 6A/1 & 6A/2, Kolkata 700 071, Post Office Park Street, Police Station Shakespeare Sarani.

(3) **MR. KUMAR MANGLAM CHOUDHARY (PAN : AFCPC3090F), (Aadhar No. 2470 5292 7255)**, son of Jagdish Prasad Choudhary, by Nationality Indian, by Faith Hindu, by Occupation Business, residing at 22/25 Manoharpukur Road, Kolkata 700 029, Post Office Deshpriya Park, Police Station Bhowanipur.

(4) **SMT. ARCHANA AGARWAL (PAN : AHAPA 9855E) (Aadhar No. 5695 0406 6234)**, wife of Sri Vinod Kumar Agarwal, by Nationality Indian, by occupation Service, by faith Hindu residing at B7, Geetanjali Apartment, V.I.P Road, Teghoria, Kolkata 700 157, Post Office Hatiyara, Police Station Baguaihati, District 24 Parganas (North).

(5) **SMT. PUJA SARAF (PAN: BHHPS 9159 M) (Aadhar No. 5710 1908 8500)**, wife of Sri Nishant Kumar Saraf, by Nationality Indian, by occupation Service, by Faith Hindu, by Nationality Indian, residing at Flat No. C-502, Block “C” **Regent Sagar**, V.I.P Road, Raghunathpur, Kolkata-700059, Post Office Desbandhunagar, Police Station Baguaihati, District 24 Parganas (North).

(6) **MR. DEEPAK KUMAR SARDA (PAN : AJAPS 8694 R), (Aadhar No. 4880 7093 0262)**, son of Sri Ram Lal Sarada, by Nationality Indian, by Faith Hindu, by Occupation Business, residing at Flat No. 1C, 48/9, Jessore Road, “Tulsi Dham Complex” Lake Town, Kolkata 700 055, Post Office Bangur Avenue, Police Station Lake Town, District 24 Parganas (North).

Hereinafter jointly referred to as the **“VENDORS”** and all the Vendors are represented by their constituted attorney namely **Mr. Vinod Kumar Agarwal**, son of Late N. C. Agarwal, by virtue of Power of Attorney dated 08.12.2022, registered before the A.R.A.-III, Kolkata, and duly recorded in Book No. I, Volume No. 1903-2022, Pages 534969 to 534990, being No. 11392 for the year 2022, (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective executors, administrators, successor in office and/or successors in office and/or assigns), of the **FIRST PART**.

**AND**

**M/S SHIVOHAM BUILDERS (PAN: AETFS2095G)**, a partnership firm incorporated under the provisions of the Partnership Act, 1932, having its office at **The Meridian** Municipal Holding No. RGM/M/08/2005-2006, Raghunathpur, V.I.P. Road, Kolkata 700059, Post Office Deshbandhu Nagar, Police Station Baguihati, duly represented by its one of the Partner namely **Mr.Vinod Kumar Agarwal (PAN - ACHPA8951D), (Aadhar 8006 6878 9640)**, son of Late N. C. Agarwal, by nationality Indian, by faith Hindu, by occupation Business, residing at Gitanjali Apartments, V.I.P Road, Teghoria, Kolkata 700059, Post Office Baguaihati, Police Station Baguihati, hereinafter referred to as the **‘DEVELOPER’** (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, successor in office and/or successors in office and/or assigns), of the **SECOND PART**.

**AND**

(1) ..... (PAN : ..... ) (Aadhar .....), ..... of ..... and (2) ..... (PAN: ..... ) (Aadhar .....), .....of ....., both by faith Hindu, by Nationality Indian, both by occupation ..... & ..... respectively, both residing at....., Post Office ....., Police Station ....., District – ....., Pin- ....., hereinafter jointly referred to as the **“PURCHASER/S”** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her/their respective legal heirs, legal representatives, executors, administrators and assigns etc.) of the **THIRD PART**.

**WHEREAS:**

**A.** By the Government of West Bengal Housing Department (N.T.P) Branch, Notification No 580-HI/ HG/ NTP-2L- 9/99 (Pt.) Dated 27.10.2006, the State of West Bengal has under Section 29(1) of the West Bengal Housing Board Act 1972 (West Bengal Act XXXII of 1972) transferred a land measuring more or less 54.24 Acres in Mouza Mahisbathan, J.L. No. 18 and Thakdari, J.L.No.19, under P.S - Rajarhat, District- North 24 Paraganas and by direct purchase which is confirmed by West Bengal Housing Infrastructure Development Corporation Ltd. a Govt. Company incorporated under the Companies Act, 1956 (hereinafter referred to as WBHIDCO) vide their Memo No. 2176/HIDCO/Admn-608/2004, Dated 18.05.2006 & 4602/HIDCO/Admn/608/2004 Dated 11.08.2006 measuring more or less 10.36 Acres land in the same area, totaling an area of 64.60 Acres of land at Action Area- 1C, now CE-1 within CE Block at Rajarhat, New Town, Kolkata, and the West Bengal Housing Board (the BOARD) is in peaceful possession of the same.

**B.** The BOARD with a view to provide developed lands for residential accommodation to the Individuals as well as Housing Cooperative Societies as a part of development of a planned town (herein after called the New Town, Kolkata) has, inter-alia, carved out plots of varying measurements at CE Block, Land- CE/1 of Eastern Green Project in New Town, Kolkata.

**C.** That one Sri Kausik Bagchi, son of Late Kanan Gopal Bagchi, made an application before the West Bengal Housing Board for purchasing a piece and parcel of land in the said project.

**D.** In pursuant to the said application made by the Sri Kausik Bagchi, son of Late Kanan Gopal Bagchi, the BOARD allotted a plot of land in the said project by the Allotment letter dated 11/09/2001, No. 3962 to Sri Kausik Bagchi.

**E.** By a registered Deed of Conveyance dated 29.12.2008, which was registered before the Additional Registrar of Assurances-II, Kolkata and duly recorded in Book No. I, CD Volume No. 77, Pages from 3039 to 3048, Being No. 10908 for the year 2008, Said Sri Kausik Bagchi, son of Late Kanan Gopal Bagchi, purchased **All That** the piece and parcel of land measuring about 4.49 Cottahs be the same little more or less situated in Plot No. CE/1/B/18, in Block No. CE, Land-CE/1, Action Area-1C, New Town, Police Station Rajarhat, District North 24 Parganas, Pin- 700156, (herein after referred to the “**Said Premises**” morefully described in the **First Schedule** hereunder written) from West Bengal Housing Board, for the valuable consideration mentioned therein.

**F.** By the above said purchase the Said Sri Kausik Bagchi became the absolute owner of the **Said Premises** and recorded his name in the record of the New Town Kolkata Development Authority and obtained Assessee No. 017-0212-e-00-00001-12.

**G.** Said Sri Kausik Bagchi by a registered deed of Conveyance dated 27<sup>th</sup> May, 2022, registered before the Additional Registrar of Assurances –III, Kolkata and recorded in Book No. I, Volume No. 1903-2022, Pages from 340613 to 340634, Being No. 190305894 for the year 2022 sold conveyed and transferred All That the **Said Premises** unto and in favour of the **Vendors** herein, free from all encumbrance, for the valuable consideration mentioned therein.

**H.** By the above said purchase the **Vendors** herein became the absolute owners of the **Said Premises** and recorded their name in the record of the New Town Kolkata Development Authority and obtained Assessee No. 017-0212-e-00-00002-12.

**I.** The **Vendors** have also obtained a G+ IV storied building Sanction plan vide building PIN: 017002120221017 dated 9<sup>th</sup> November, 2022, (**the Said Plan**) sanctioned by the NKDA in respect of the **Said Premises**.

**J.** The **Vendors** being desires of commercial exploitation of the **Said Premises**, entered in to a registered Development Agreement dated 8<sup>th</sup> December, 2022, with the **Developer** herein, which was registered before the A.R.A.-III, Kolkata, and duly recorded in Book No. I, Volume No. 1903-2022, Pages 534475 to 534513, being No. 190311387 for the year 2022, (here in after referred to as the **said Development Agreement**), whereby and where under it has been agreed that the Developer would undertake the development of the **Said Premises** for mutual benefit and for the consideration therein mentioned and subject to the terms and conditions contained and recorded in the said Development Agreement.

**K.** For the purpose of development of the **Said Premises**, the **Vendors** herein executed a Development Power of Attorney dated 08.12.2022, in favour of **Vinod Vinod Kumar Agarwal, Mr. Bimal Kumar Lohia, Sri Kumar Manglam Choudhary, Nishant Kumar Saraf, Kamal Kumar Goenka, Mr. Deepak Kumar Sarda** (act either jointly or severally) being the Partners of the Developer Company, which has been registered before the A.R.A.-III, Kolkata, and duly recorded in Book No. I, Volume No. 1903-2022, Pages 534969 to 534990, being No. 190311392 for the year 2022.

**L.** That the **Developer** constructed the G + IV Storied building known as “**Shivoham Niwas**” at the **said Premises** as per the sanction plan which consist of several residential flats, parking spaces and shop rooms.

**M.** The **Vendors** and the **Developer** agree to sell and the Purchaser/s agree to purchase the Residential **Flat being No. ....** containing **Carpet Area of \_\_\_\_\_ Sq. Ft., Balcony Area \_\_\_\_\_ Sq. Ft.**, (corresponding to covered area of ..... **Sq. Ft.**), on the ..... **Floor** along with One Covered/Open Car Parking space **being No. ....** measuring about ..... **Sq. Ft.** on the Ground Floor of the building namely “**Shivoham Niwas**” at the said Premises, hereinafter referred to as the “**SAID FLAT**” more fully and particularly described in the **Second Schedule** hereunder written Together With proportionate share or interest in the land at the said Premises described in the **First Schedule** at or for the total consideration of **Rs. ..../- (Rupees .....)** **Only**;

**N.** The **Purchaser/s** entered into an agreement for Sale dated ..... with the **Vendors** and the **Developer** to purchase the **Said Flat**, more fully and particularly described in the **Second Schedule** hereunder written Together With proportionate undivided, impartible share or interest in the land at the said Premises described in the **First Schedule** hereunder written as per the terms conditions mutually agreed.

**O.** The **Purchaser/s** asked the **Vendors** and the **Developer** to execute the Deed of Conveyance in respect of the **Said Flat**, more fully and particularly described in the **Second Schedule** hereunder written Together With proportionate undivided,

impartible share or interest in the land at the said Premises described in the **First Schedule** hereunder written.

**NOW THIS INDENTURE WITNESSETH** as follows:

In pursuance of the said Agreement for Sale dated ..... and in terms of the conditions mutually agreed upon and in total consideration of payment of the said sum of **Rs. ..../- ( Rupees .....)** only and sum of Rs. ..../- (Rupees .....) as the applicable Tax and sum of Rs. ..../- (Rupees .....) only as the extra cost, the lawful money of the Union of India truly paid by the Purchaser/s to the Developer on or before the execution of these presents (the receipt whereof the do hereby admit and acknowledge and/or from the same and every part thereof doth hereby acquit and forever discharge to the Purchaser/s, the Developer deliver and the Purchaser/s hereby taken the vacant peaceful possession of the **Said Flat** more fully and particularly described in the **Second Schedule** hereunder written and the said **Vendors** and the **Developer** do hereby indefeasible grant, sell, convey, transfer and assure and assign free from all encumbrances, attachments liens, charges etc. unto and in favour of the Purchaser/s **All That the Said Flat i.e Residential Flat being No. .... containing Carpet Area of \_\_\_\_\_ Sq. Ft., Balcony Area \_\_\_\_\_ Sq. Ft.,** (corresponding to covered area of ..... Sq. Ft.), on the ..... **Floor** along with One Covered/Open Car Parking space **being No. ....** measuring about ..... **Sq. Ft.** on the Ground Floor of the building namely "**Shivoham Niwas**" at the said Premises more fully and particularly described in the **Second Schedule** hereunder written together with common parts and portions, area and facilities and amenities provided thereon together with proportionate share in the land of the said Premises described in the **First Schedule** hereunder written, Together With right to common with other Purchasers or Owners so acquiring similar right to enjoy and posses all common passages roof open spaces stairs case landing lobbies drains water courses, easement advantages liberties rights and privileges in anywise appertaining thereto or reputed to belong to the estate right title interest claim and demand of the **Vendors** and the **Developer** into and upon the said Flat and said Premises, The specific purchased **Said Flat** of the Purchaser/s specifically described in the **Second Schedule** written hereunder, free from all encumbrances charges trust, liens, claims or demand whatsoever. The Purchaser/s shall has/have full easement right over the **Said Flat** and the common parts in common with the co-owners, Purchasers and occupiers of the said building such common being described in the **Third Schedule** hereunder written subject to be governed by such rights and obligations as set forth in the **Fourth Schedule** hereunder written and also subject to the Purchaser/s paying and discharging terms and impositions on the **Said Flat** of the building and the common expenses as mentioned in the **Fifth Schedule** outgoings in connection with the **Said Flat** and the said building proportionately also such other expenses as may be included in the said common expenses **TO ENTER INTO AND TO HAVE AND TO HOLD OWN POSSESS AND ENJOY** the **Said Flat** of the building constructed on the basis of the sanctioned plan, hereby granted transferred assured and conveyed to the Purchaser/s absolutely and forever and the **Vendors** and the

**Developer** do hereby covenant and agree with the Purchaser/s **THAT NOTWITHSTANDING** any act deed or things whatsoever and amenities by the Vendors and the Developer or by any of their ancestors or predecessors in title done or executed or knowingly suffered to the contrary the Vendors and the Developer now have good right full power and absolutely authority and indefeasible title to grant sell convey and transfer the **Said Flat** of the said building and also the common areas, facilities, purchaser's obligation, common expenses and Tax imposition as described in the **Third Schedule, Fourth Schedule, Fifth Schedule and Sixth Schedule** herein below respectively hereby grant convey sold and transferred or expressed or intended so to be unto and to the use and benefit of the Purchaser/s his/her/ their, heirs, legal representative, executors administrators, representatives, free from attachments, charges, liens, and lis pendents and that the Purchaser/s his/her/ their, heirs, legal representative, executors, administrators, representatives and assigns shall and may at all times hereinafter peaceably and quietly posses and enjoy the **Said Flat** of the said building and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors and the Developer or any person or persons claiming or having any lawful authority to claim as aforesaid **AND FURTHER THAT** the Vendors and the Developer and all person having lawfully claiming any estate or interest whatsoever in the **Said Flat** of the said building or in the said common areas and facilities and also on the land underneath or any part thereof from under entrust for the Vendors and the Developer from or under any of their predecessors or successors, in title shall and will from time to time and at all times hereafter at the request and cost of the Purchaser/s, his/her/their heirs, executors, administrators representatives and assigns do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further and more perfectly conveying and assuring the **Said Flat** of the said building together with common areas and facilities and the land underneath and other parts thereof unto and to the use of the Purchaser/s and his/her/their heirs, executors, administrators representatives and assigns as may be reasonable required and that the Purchaser/s, his/her/their heirs executors, administrators representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the **Said Flat** of the said building or every part thereof without any lawful eviction hindrance and interruption disturbance claim or demand whatsoever from or by the Vendors and the Developer or any person or persons or any other flat or apartment owners of the building at the Said Premises.

The Purchaser/s has/have examined the plan and the title of the Vendors and the Developer to the Said Premises and the common part and common portion and the facilities and amenities provided in the said building including the **Said Flat** or unit and being fully satisfied himself/themselves with regard to the title of the Vendors and the Developer and nature of the construction provided to them and shall not make any claim or demand whatsoever against the Vendors and the Developer in these respect in future.

The Vendors and the Developer shall always reserve their right over the common passage on the main road and shall be entitled to make further construction over the adjacent plot/plots of land which it may require and in such event the Purchaser of flats/units in the new building /buildings shall also have equal right over the said common passage.

**THE VENDORS** and the **DEVELOPER** doth hereby covenant with the **PURCHASERS** as follows:-

- (a) **THAT NOTWITHSTANDING** anything hereto before done or suffered to the contrary the Vendors and the Developer have good and perfect right title and interest to convey, the **Said Flat** and the undivided proportionate share in the said Premises described in the First Schedule and all the rights privileges and appurtenances thereunto belonging and hereby sold conveyed and transferred to the Purchaser/s in the manner aforesaid and that Vendors and the Developer have not done or knowingly suffered anything whereby the Said Premises and the Said Flat may be encumbered effected or imposed in estate title or interest or otherwise.
- (b) There are no encumbrances charges trusts, liens, attachments claims or demands whatsoever now subsisting on the Said Flat and Said Premises and that the **Said Flat** and Said Premises is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any court or Revenue Authority.
- (c) The Purchaser/s shall henceforth peacefully and quietly hold possess and enjoy the rents and profits derivable from and out of the **Said Flat** without any claims or demands hindrance interruption or disturbance from or by the Vendors and the Developer or any person or persons claiming through or under or interest for the Vendors and the Developer and without any lawful hindrance interruption or disturbance by any other person or persons whomsoever.
- (d) The Vendors and the Developer shall at all times do and execute at the request and expenses of the Purchaser/s all such further lawful acts, deeds and things and assurances as may be reasonably required by the Purchaser/s for better and/or further effectuating and assuring the conveyance hereby made or the title of the Purchaser/s to the property made or the Purchaser/s to the Said Flat hereby sold and conveyed.

**FIRST SCHEDULE ABOVE REFERRED TO**  
**(THE SAID PREMISES)**

**All That** the piece and parcel of **Bastu Land** measuring about **4.49 Cottahs** be the same little more or less situated in **Plot No. CE/1/B/18**, in Block No. CE, Premises



No. 17-0212, Land-CE/1, Action Area-1C, New Town, Police Station Rajarhat, District North 24 Parganas, Pin - 700 156, Assessee No. 017-0212-e-00-00002-12, within the local limits of Mahishbathan Gram Panchayet **Together With** all kinds of easement and appurtenances thereto and all kinds of rights of usages over the entire land and common paths and passages. It is butted and bounded by

**On the North :-** By 12 Mt. wide Road;  
**On the South :-** By Plot No. CE/1/B/17;  
**On the East :-** By 12 Mt. wide Road;  
**On the West :-** By Plot No. CE/1/A/1(Pt) & Plot No. CE/1/A/2 (Pt);

**SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE SAID FLAT TO BE SOLD)**

**All That** a self contained residential **Flat being No. ....** containing **Carpet Area of \_\_\_\_\_ Sq. Ft., Balcony Area \_\_\_\_\_ Sq. Ft.**, (corresponding to covered area of ..... Sq. Ft.), on the ..... **Floor**, of the building namely “**Shivoham Niwas**” lying and situate at the Said Premises, **Together With** common area, facilities, appurtenant thereto situated upon the land of the Said Premises as mentioned in the **First Schedule** herein above attributable to the said Flat and the Flat is delineated in **RED** border on the plan annexed hereto.

**AND**

**All That** piece or parcel of One Covered/Open car parking space measuring ..... **Sq. Ft.** more or less in the Ground Floor, of the said building on the said premises described under the **First Schedule** hereinabove written along with all easement right and delineated in **GREEN** border on the plan annexed hereto.

**THIRD SCHEDULE ABOVE REFERRED TO**  
**(COMMON AREA)**

1. Common roof, pathways, stair, lobby, over head water tank.
2. Round the clock security.
3. Elevator / Lift.
4. One common toilet on ground floor.
5. CC TV installation.
6. Intercom Facilities
8. Common Electrical Meter
9. Ultimate roof of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(RIGHTS & OBLIGATION OF THE PURCHASERS)**

1. That the Purchaser/s shall own and enjoy the Said Flat of the said building at the Said Premises along with undivided proportionate share in the Said Premises together with right in common with all other persons lawfully entitled hereto all sewers, drains, water courses, and all proportionate right in respect of all the common areas mentioned in the Third Schedule Above written.
2. That Purchaser/s shall become and remain Member of the Society or Association to be formed by and consisting of the Owners of the flat of the buildings namely "Shivoham Niwas" constructed in the Said Premises written for the purpose of attending to safe guarding maintaining all matters and common interest like repairs white washing of the building and common colour washing or painting of the common parts of the building and repairing common passage, staircase, compound walls and all other common amenities, lifts.
3. That the Purchaser/s shall observe and perform the terms and conditions and bylaws the rules and regulations of the said Society or Association.
4. That the Purchaser/s shall not at any time carry on or suffered to carry on the flat hereby sold and conveyed or any part thereof or the Said Flat any trade or business whatsoever. Pursuant where of is may be or become any way, nuisance annoyance or danger to the Vendors and the Developer or their successors in office or to the owners and/or the occupiers of the other flat owners or of the owners or occupiers of any neighboring property or which may tend to depreciate the value of the Said Flat or any part thereof as a residential property or permit the same to be used (except as aforesaid) for any other purpose.
5. That the Purchaser/s shall give the owner of the other flats the necessary technical support for their flat and also a right to any way over all common roads, staircase, passages etc and shall and will be entitled to similar rights from and other owners of the said building.
6. The Purchaser/s shall has/have the right to enter into any other flats in the said building for the purpose of affecting repair of service pipes line and portions of their flat as may be reasonably necessitate such entry with 48 hours advance intimation of their such intended entry to the owners concerned and shall and will allow owners of other flats such entry into their flat areas under similar circumstances and upon having similar prior Notice in writing.
7. The Purchaser/s shall be liable to pay directly to NKDA/municipality and/or other appropriate authorities or contribute in proportion to the floor area of the Said Flat towards in the account of payment of taxes and other outgoings

payable in respect of the said plot of land and/or the premises and in cases where the said payment shall not be made directly to the NKDA/municipality and/or statutory authorities as aforesaid same shall be made by the Purchasers to the Developer so long the Vendors and the Developer retains such authority and upon its formation to the Associations or Society of the Purchasers of the undivided proportionate share in the said Premises and thus becoming owners of the several flats in the building and in defaults shall be liable for payment thereof with costs of litigation being sued by the Vendors and the Developer or the Association or Society as the case may be. The Purchaser/s shall mutate his/her/their name in the records of local NKDA authority in respect of his/her/their flat and proportionate share of land.

8. The Association of the flat owner shall be formed by the Purchaser/s herein, with other flat owners in the building and submit the building to the provision of West Bengal Apartment Ownership Act 1972 and that the Purchaser/s shall and will sign and execute all respective forms returns declarations and documents as may be from time to time become necessary.
9. The Purchaser/s shall has/have the full proprietary rights on the Said Flat more fully described in the **Second Schedule** herein above written together with undivided proportionate share of land, the Purchasers shall be entitled to sell mortgage, let out lease out or transfer in any way permitted by laws without requiring to have or seek any consent for the purpose from the Vendors and Developer or any other owners or owners of the flat areas other then their own contained in the said Building.
10. The Purchaser/s undivided interest in the said soil or land described in the First Schedule above written and shall remain joint forever with the owners of other flat owners of the said building and it being hereby further declare that the interest in the said soil or the said Premises is impartible.
11. The Purchaser/s shall not in any case damage the main structural wall of the said building which may be prejudicial to the interest of the other flat owners.
12. The Purchaser/s shall not decorate the exterior portion of the said flat otherwise than in the manner in writing by the committee.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON EXPENSES)**

1. **MAINTENANCE** : All costs for maintaining, operating, replacing, repairing, whitewashing, painting, decorating, re-decorating, re-building, re-constructing lighting and renovating the Common Portions, including, the exterior or interior (but not inside any Flat) walls of the Said Building.

2. **OPERATIONAL:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, transformers, generators, pumps, and other Portions, including, the exterior or interior (but not inside any Flat) walls of the Said Building and other common installations including, their license fees, taxes and other levies (if any) and the lights of the Common Portions.
3. **STAFF :** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz, manager, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the Association, including, its formation, office and miscellaneous expenses and also similar expenses of the Owners until handing over to the Association.
5. **COMMON UTILITIES:** All charges and deposits for supplies of common utilities to the Co-Owners, in common.
6. **ELECTRICITY:** All charges for the electrical energy consumed for the operation of the common machinery and equipment.
7. **LITIGATION :** All litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Portions.
8. **RATES AND TAXES:** Municipal Tax, Multistoried Building Tax, Water Tax and other levies in respect of the Premises and the Said Complex SAVE those separately assessed on the Purchasers,
9. **RESERVES:** Creation of fund for replacement, renovation and other periodic expenses.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(TAXES AND IMPOSITION)**

1. Until such time as the Said Flat comprised in the said building is separately assessed and/or mutated in respect of the taxes or impositions, the Purchaser from the date of registration of the sale deed or occupation of the Said Flat whichever is earlier, shall have to bear and pay such proportion of such municipal taxes and rates or impositions to the Vendors and the Developer as may be deemed reasonable from time to time by the Vendors and the Developer for depositing to the authority concern.
2. Apart from the amount of such taxes and impositions the Purchasers shall also bear and pay other taxes and impositions including multi storied building tax,

Urban land tax if any when necessary in respect of the Said Flat proportionately and the said building wholly.

- 3. All proportionate cost of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating, re-decorating including the outer walls of the said building.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and seals on the day month and year first above written.

**EXECUTED AND DELIVERED** by the **VENDORS** hereto at Kolkata in the presence of:

Witness:

1.

2.

**EXECUTED AND DELIVERED** by the **DEVELOPER** hereto at Kolkata in the presence of:

Witness:

1.

2.

**EXECUTED AND DELIVERED** by the **PURCHASER/S** hereto at Kolkata in the presence of:

Witness:

1.

2.

**MEMO OF CONSIDERATION**

**RECEIVED** on and from the within named Purchaser/s the within mentioned the sum of **Rs. ..../- ( Rupees .....)** only {for flat Rs.

...../- and car parking Rs. ..../-} and sum of Rs. ..../-  
(Rupees .....) as the applicable Tax and sum of Rs. ..../-  
(Rupees .....) only as maintenance deposit, being the full and final payment  
towards Sale of the Said Flat:-

<b>Dated</b>	<b>Cheque No.</b>	<b>Bank</b>	<b>Amount (Rs.)</b>
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T.D.S. @1% of Rs. ..../-

**WITNESS:**

1.

2.

**DEVELOPER**

Drafted by me,  
**Mr. Sanjay Mondal, Advocate, High Court at Calcutta;**  
**(Enrolment No. F-315/2002);**  
8, Old Post Office Street,  
2<sup>nd</sup> Floor, Kolkata 700 001.  
Email: [nishantsaraf1976@gmail.com](mailto:nishantsaraf1976@gmail.com)  
Phone No. 9830235574 / (033) 226233.

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DATED THIS      DAY OF ..... **2023**  
\*\*\*\*\*

15

**BETWEEN**

**MR. KAMAL KUMAR GOENKA HUF & OTHER.....OWNERS  
AND**

**M/S SHIVOHAM BUILDERS.....DEVELOPER**

**AND**

**..... & ANR. .... PURCHASERS**

**CONVEYANCE  
(FLAT NO. ....)**

**SANJAY MONDAL, ADVOCATE**  
8, Old Post Office Street,  
2<sup>nd</sup> Floor, Kolkata 700 001.  
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