

## DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE** is made this ..... Day of ..... Two Thousand Twenty One (2021)

### **B E T W E E N**

1. **NARGIS MOLLA (PAN : CACPM4769A)**, daughter of Niyamat Molla, by faith Muslim, by nationality Indian, by occupation Medical Practitioner, residing at Babnan, P.O. Babnan, P.S. Dadpur, District- Hooghly, Pin- 712305.
2. **MOHAMMAD YUSUF ALI (PAN : AJNPA4248E)**, son of Hazi Md Hasen Ali, by faith Muslim, by nationality Indian, by occupation Engineer, residing at Mahalandi, P.O. Mahalandi, P.S. Kandi, District – Murshidabad, Pin – 742136,
3. **MIRZA MOHAMMED AMINUR RAHAMAN (PAN : BGKPR8116B)**, son of Mirza Golam Mastafa, by faith Muslim, by nationality Indian, by occupation Service, residing at Shitalpur, P.O. Arandi, P.S. Arambag, District – Hooghly, Pin – 712413,
4. **MD ZEUL KHAN (PAN : ANRPK3630L)**, son of Md. Manjur Khan, by faith Muslim, by nationality Indian, by occupation Business, residing at Village Kalikapur Kabirajpara, P.O. Kaliachak, P.S. Kaliachak, District Malda, Pin 732201,
5. **ABUL FAZAL (PAN : AAMPF9571B)**, son of Md. Abdul Jabbar Shaikh, by faith Muslim, by nationality Indian, by occupation Engineer, residing at Village Lakshminarayanpur, P.O. Jibanti, P.S. Kandi, District – Murshidabad, Pin – 742136,
6. **SAADIA JAMIL IMAM (PAN : AAWPI8758D)**, wife of Md Bahauddin Shaikh, by faith Muslim, by nationality Indian, by occupation Engineer, residing at Merlin Regent, 1st Floor Flat 1A, 9 Shambhu Babu Lane, Post Office- Entally, Police Station- Entally, Dist- Kolkata, Kolkata- 700 014.
7. **MEHERUN NESSA (PAN : BSGPN9524D)**, wife of Md Ahsanullah, by faith Muslim, by nationality Indian, by occupation Civil Engineer, residing at Village- Kharki, Post office – Bohera, Police Station-Duttapukur, Dist- North 24 Parganas, PIN- 743294
8. **SHREYA PAUL SEKH (PAN : DMAPS9416M)**, wife of Md. Giasuddin Sk, by faith Muslim, by nationality Indian, by occupation Government Service, residing at Village Kalikapur Purbapara, P.O. Kalikapur, P.S. Katwa, District – East Burdwan, Pin – 713502,
9. **MOHAMMAD SAH NAWAJ (PAN : ANOPN4072E)**, son of Sekh Sayed Ali, by faith Muslim, by nationality Indian, by occupation Private Service, residing at Village- Rajnagar, Post Office- Maliha, Police Station- English Bazar, Dist- Malda, PIN- 732102,
10. **SAIKH ATAUR RAHAMAN (PAN : APTPR4255G)**, son of Sk Mosiar Rahaman, by faith Muslim, by nationality Indian, by occupation Business, residing at 4th Floor, 171/C/2, Picnic Garden Road, P.O. Tiljala, P.S. Tiljala, District – South 24 Parganas, Kolkata – 700039,
11. **SEIKH RAJIM ALI (PAN : ANHPA2272Q)**, son of Seikh Jamir Ali, by faith Muslim, by nationality Indian, by occupation Computer Engineer, residing at Vill - Pasonda, P.O. Pasonda, P.S. Madhabdihi, District – Burdwan, PIN- 713421
12. **MOHAMMAD SABIR ALI (PAN : CPGPA6200P)**, son of Mohammad Samtul Ali, by faith Muslim, by nationality Indian, by occupation Professor, residing at Village - Sagardighi Blockpara, P.O. Sagardighi, P.S. Sagardighi, District –Murshidabad, Pin 742226,
13. **KAZI IMRAN ALAM (PAN : ATVPA4228L)**, Son of Kazi Gulfam Alam, by faith Muslim, by nationality Indian, by occupation Engineer, residing at Village- Uttar Pirpur, Post Office- Baniban, Police Station- Uluberia, Dist- Howrah, PIN- 711316,
14. **SAIN SHAIKH (PAN : BZWPS9003F)**, son of Akkas Shaikh, by faith Muslim, by nationality Indian, by occupation Professor, residing at Village- Dasher Chak, Post Office- Paikmari, Police Station- Domkal, District- Murshidabad, PIN- 742304,
15. **SARIFUL ISLAM (PAN : ACZPI7904G)**, son of Asrafal Islam, by faith Muslim, by nationality Indian, by occupation Medical Practitioner, residing at Village- Kumarpur, Post Office- Natial, Police Station- Jalangi, Dist- Murshidabad, PIN- 742308,
16. **MAHAMMED YUSUF KHAN (PAN : ATUPK9614K)**, son of Mahammed Manjur Khan, by faith Muslim, by nationality Indian, by occupation Business, residing at Village - Kalikapur, P.O. Kaliachak, P.S. Kaliachak, District – Malda, Pin – 732201,

17. **NASER ALI MALLIK (PAN : AESPN3032M)**, son of Kasem Mallik, by faith Muslim, by nationality Indian, by occupation Government Service, residing Village- Baliarpur, Post Office- Balitha, Police Station- Kotulpur, Dist- Bankura, PIN- 722141,
18. **TUHIN AHMED (PAN : BDUPA4389L)**, son of Abdul Ohab, by faith Muslim, by nationality Indian, by occupation Business, residing at Village - Jagatpur, P.O. Ghona, P.S. Basirhat, District – North 24 Parganas, Pin – 743445,
19. **MAHAMMAD ABDUR RAHAMAN (PAN : BEEPR2854A)**, son of Md. Absar Ali, by faith – Muslim, by nationality – Indian, by occupation – Medical Practitioner, residing at Village Shankarpur, P.O. Rautara, P.S. Sadaipur, District : Birbhum, Pin – 731126
20. **MOHAMMAD GOLAM MURTAZA (PAN : BGZPM0316P)**, son of Md Idris Ali, by faith Muslim, by nationality Indian, by occupation Private Service, residing at Mongaljan Village, Post Office- Ghorasala, Police Station- English Bazar, Dist- Malda, PIN- 732102

***represented by its Constituted Attorney* PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED (PAN – AAKCP6564F)**, a private limited company, having it's registered office at 299/38, Hatiara Sheriff, P.O. – Hatiara, P.S. – Newtown, Kolkata – 700157, District – North 24 Parganas, represented by its director **MOHAMAD MOKIM SARDAR (PAN - AXHPS1295H)**, son of Late Haji Mohammad Majid Sardar, residing at Hatiara Sheriff, P.O. – Hatiara, P.S. – Newtown, Kolkata – 700157, District - North 24 Parganas, both are by faith – Islam, by Nationality – Indian, by Occupation – Business vide power of attorney dated ..... Volume No: ....., Page No: ..... to .....being Deed No: ..... registered before the ....., hereinafter referred to as "the **OWNERS**" (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**

**PROMISED LAND INFRADEVELOPERS PRIVATE LIMITED (PAN – AAKCP6564F)**, a private limited company, having it's registered office at 299/38, Hatiara Sheriff, P.O. – Hatiara, P.S. – Newtown, Kolkata – 700157, District – North 24 Parganas, represented by its director **MOHAMAD MOKIM SARDAR (PAN - AXHPS1295H)**, son of Late Haji Mohammad Majid Sardar, residing at Hatiara Sheriff, P.O. – Hatiara, P.S. – Newtown, Kolkata – 700157, District - North 24 Parganas, both are by faith – Islam, by Nationality – Indian, by Occupation – Business 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:.....**), .....of ....., by faith- Hindu, by occupation- ....., by nationality- Indian, residing at ..... Post Office-....., Police Station – ....., Pin -....., hereinafter called and referred to as the '**PURCHASER/ALLOTTEE**' (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. History of Title**

- a. By a Bengali Deed of Sale dated 14<sup>th</sup> December, 2018 Sujit Mondal , son of Lakshmi Kanta Mondal alias Kanta Mondal and Gour Hari Mondal, son of Late Kamal Mondal sold, transferred and conveyed land measuring 49.5 Decimal comprised in Mouza Kalikapur, L.R. Plot No. 466, previous Owners' L.R. Khatian Nos. 1139 and 1140, District- North 24 Parganas, Police Station- Rajarhat, within Patharghata Gram Panchayat, Pin-700135 unto and in favour

of the Landowners abovenamed and another (the remaining owner herein after referred to as the Co – owner wherever the context so requires). The said Deed of Conveyance was duly registered before Additional District Sub Registrar, Rajarhat and recorded in Book No.I, Volume No.1523-2018, Pages from 469628 to 469681, Being No.152314294 for the year 2018.

- b. Ownership of Property:** In the abovementioned circumstances, (1) Nargis Molla (2) Md. Yusuf Ali (3) Mirza Md. Aminur Rahaman (4) Md. Zeaul Khan (5) Abul Fajal (6) Saadia Jamil Imam (7) Meherun Nesa (8) Shreya Paul Sk (9) Md. Sah Nawaj (10) Saikh Ataur Rahaman (11) Sk Rajim Ali (12) Md. Sabir Ali (13) Kazi Imran Alam (14) Sain Shaikh (15) Sariful Islam (16) Md. Yusuf Khan (17) Naser Ali Mallik (18) Tuhin Ahmed (19) Md. Abdur Rahaman and the co –owners have become the joint owners of the Property.

**B. Development Agreement & Power of Attorney:**

- a. **Development Agreement** with the Owners dated ..... is respect of the Land measuring about **ALL THAT** the piece and parcel of land measuring 49.5 decimals out of 50.0 Decimal comprised in Mouza Kalikapur, L.R. Plot No. 466, previous Owners' L.R. Khatian Nos. 1139 and 1140, Present Owners' Khatian Nos.3290, 3291, 3292, 3293, 3294, 3295, 3296, 3297, 3298, 3299, 3300, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, District- North 24 Parganas, Police Station- Rajarhat, within Patharghata Gram Panchayat, Pin-700135, West Bengal (hereinafter referred to as "Said Land"). being Development Agreement dated ..... registered with the office of ..... and recorded in Book No. I, Volume no. ...., Pages ..... to ....., Being no.....for the year ..... and Power of Attorney dated ..... registered with the office of .....and recorded in Book No. ...., Volume no. ...., Pages ..... to ....., Being no..... for the year .....and Development Agreement dated ..... registered with the office of ..... and recorded in Book No. I, Volume no. ...., Pages ..... to ....., Being no.....for the year ..... and Power of Attorney dated ..... registered with the office of .....and recorded in Book No. ...., Volume no. ...., Pages ..... to ....., Being no..... for the year .....

**C. Sanction of Building Plan:**

- a. The ..... Municipality has granted the Commencement Certificate to develop the project vide approval dated ..... bearing registration no/Plan no.....
- b. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ..... under registration no. ....

**D. Completion of Building:**

- i. **As** per terms and conditions of the said agreement and as per sanctioned plan the Developer has completed the construction work of the multi storied building consisting of several flats and parking spaces etc. in the Complex being known as "**INVICTA**" (**Said Complex**) Apartment and In due course of time the said Developer completed the construction and the Developer and the Owner/Vendor mutually settled their respective allocations with the Owner/Vendors.

**E. Subject matter of Sale and representations (Said Flat and Parking Space):**

- i. The Developer, intended to sell, transfer and convey one self **contained** flat out of its allocation being **ALL THAT** the Apartment No. .... with

Carpet Area of ..... **square feet** approx consisting of ..... **Bed Rooms, One Living cum Dining Room, ..... Kitchen, ..... Toilets and ..... Balconies** ( balcony, area ..... **square feet** approx excluded from Carpet Area) constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the ..... **Floor, Block No.....** of "INVICTA" and **That One ..... Parking Space measuring ..... Sq.ft. being the right to park One Car (Said Complex)** constructed at or upon the land described in the (morefully and particularly described in the **SECOND SCHEDULE** written hereunder and hereinafter referred to as the **SAID FLAT** ) unto and in favour of the Purchasers herein at and for the agreed consideration of **Rs. ....../-** (**Rupees .....**) **only** and the Parties entered into an Agreement for Sale amongst themselves .

- ii. The Said Flat is now since completed and the Purchaser has duly satisfied herself as to the constructions, measurements, materials used, workmanship, the scheme of the Said Complex and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in her favour.
- iii. The Owner and the Developer herein have specifically represented to the Purchaser that The SAID FLAT is free of encumbrances, charges, liens, lispensens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and further without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner and that the Owner and the Developer has full right, title and interest in The SAID FLAT and has full right and authority to assign and transfer all his right, title and interest therein and the Owner and the Developer herein further declare that the clear title to The SAID FLAT and its appurtenances belongs to the Owner and the Developer herein absolutely and that no other person or persons have any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in The SAID FLAT and that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owner and the Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owner and the Developer herein have themselves full right, power and absolute authority to sell or transfer to the Purchasers herein The SAID FLAT and his right, title and interest in the said property and that the Owner and the Developer herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the SAID FLAT by the Purchasers herein may be rendered illegal and/or unauthorized for any reason or on any account

**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 Purchasers /s) the Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser /s herein The SAID FLAT purchase **ALL THAT** the Apartment No. .... with Carpet Area of ..... **square feet** approx consisting of ..... **Bed Rooms, One Living cum Dining Room, ..... Kitchen, ..... Toilets and ..... Balconies** ( balcony, area ..... **square feet** approx excluded from Carpet Area) constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the ..... **Floor, Block No.....** of "INVICTA" and **That One ..... Parking Space measuring ..... Sq.ft. being the right to park One Car** (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** other common facilities and amenities and the right in common over the common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers /s absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owner and/or Developer assure that The Purchasers 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 Parts of the Building** as described in **the THIRD SCHEDULE** for the use occupation and enjoyment of The SAID FLAT as detailed in the hereunder written and/or described and the Purchasers s shall be entitled to the **Rights and Obligations** are as detailed in the **FOURTH SCHEDULE** hereunder written and/or described and the Purchasers s shall bear the **Common expenses** as detailed in the **FIFTH SCHEDULE** hereunder written and /or described and the Purchaser shall abide by the **Mutual Covenants** as are described in the **SIXTH SCHEDULE** hereunder written.

The Purchaser agrees and covenants:

- i. **Obligations of the Buyer:** On and from the Date Of Possession, the Buyer shall:
  - (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Complex and the Said Premises by the Association.
  - (b) **Observing Rules:** observe the rules framed from time to time by the Developer/ Association for the beneficial common enjoyment of the Said Complex and the Said Premises.
  - (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to The SAID FLAT And Appurtenances and the Common Portions.
  - (d) **Meter and Cabling:** be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to The SAID FLAT only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Sellers or to the other Intending Buyer. The main electric meter shall be installed only at the common meter space in the Said Premises. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Said Premises and outside walls of the Said Complex save in the manner indicated by the Developer or the Association (upon formation).
  - (e) **Residential Use:** use The SAID FLAT for residential purpose only. Under no circumstances shall the Buyer use or allow The SAID FLAT to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use The SAID FLAT as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.
  - (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows and the main door of the SAID FLAT , without the permission in writing of the Developer or the Association (upon formation). In the event the Buyer makes the said alterations/changes, the Buyer shall compensate the Developer/Association (as the case may be) as estimated by the Developer/Association.

(g) **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in The SAID FLAT And Appurtenances or the Common Portions of the Said Block.

(h) **No Sub-Division:** not sub-divide The SAID FLAT And Appurtenances and the Common Portions, under any circumstances.

(i) **No Changing Name:** not change/alter/modify the name of the Said Complex or the Said Complex from that mentioned in this Agreement.

(j) **No Nuisance and Disturbance:** not use The SAID FLAT , if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.

(k) **No Storage in Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.

(l) **No Obstruction to Developer/Association:** not obstruct the Developer/Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said Complex and selling and granting rights to any person on any part of the Said Block/Said Premises (excepting The SAID FLAT And Appurtenances).

(m) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from The SAID FLAT , if any.

(n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Association for the use of the Common Portions

(o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.

(p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the SAID FLAT , or the Common Portions.

(q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in The SAID FLAT .

(r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the SAID FLAT /Said Building **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the SAID FLAT .

(s) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.

(t) **No Installing Generator:** not install or keep or run any generator in The SAID FLAT .

(u) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.

(v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the SAID FLAT .

(w) **Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.

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

**ALL THAT** the piece and parcel of land measuring 49.5 decimals out of 50.0 Decimal comprised in Mouza Kalikapur, L.R. Plot No. 466, previous Owners' L.R. Khatian Nos. 1139 and 1140, Present Owners' Khatian Nos. 3290, 3291, 3292, 3293, 3294, 3295, 3296, 3297, 3298, 3299, 3300, 3301, 3302, 3303, 3304, 3305, 3306, 3307, 3308, 3309, District- North 24 Parganas, Police Station- Rajarhat, within Patharghata Gram Panchayat, Pin-700135, West Bengal This is butted and bounded by:

**ON THE NORTH :**  
**ON THE SOUTH :**  
**ON THE EAST :**  
**ON THE WEST :**

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**THE SAID FLAT**

**ALL THAT** the Apartment No. .... with Carpet Area of ..... **square feet** approx consisting of ..... **Bed Rooms, One Living cum Dining Room, ..... Kitchen, ..... Toilets and ..... Balconies** ( balcony, area ..... **square feet** approx excluded from Carpet Area) constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the ..... **Floor, Block No..... of "INVICTA" and That One ..... Parking Space measuring ..... Sq.ft. being the right to park One Car** together with Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises as is attributable to the Said Flat and Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Complex as is attributable to the Said Flat.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Common Parts & Portions)**

**PART I**

A. COMMON PARTS and PORTIONS in the BUILDING.

1. Lift in each block
2. CCTV surveillance in lobby.
3. Intercom in each flat connected to the main security desk.

**PART-II**

B. AMENITIES in the COMPLEX.

1. Prayer Hall
2. Entrance Lobby
3. Indoor Games Room
4. Community Hall
5. Toddlers Zone
6. Gymnasium
7. Badminton Court

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Rights and Obligations)**

1. As from the date of possession of the flat, the Purchasers :
  - a) Shall have right of access in common with all the other Owners or Occupiers of the Flats for the time being, and at all times for all normal purposes connected with the quiet and peaceful use and occupation and enjoyment of the Flat, Common Areas and Common Parts of the of the Building.
  - b) Shall have right of way in common with all the Owners of Flats at all times for all purposes connected with reasonable use or enjoyment of the SAID FLAT .
  - c) Shall have right of support and protect from the other Flats as the case may be by all parts sold to other Owners of Flats so far as they now support and protect the same.
  - d) Shall have right to the passage of electricity, water etc. to and from The SAID FLAT through the pipes drains and wires lying below or above or around all other flats for the common usage by all the Owners of Flats in the Building.
  - e) Shall have right with or without workmen and necessary materials to enter from time to time upon adjoining Flats for the purpose of repairing so far as may be necessary of pipes drains wires and conduits aforesaid and for the purpose of repairing or repainting any parts of the flat or for the purposes of cleaning the windows thereof in so far as such repairs repainting or cleaning as aforesaid cannot reasonably be carried out without such entry as is by this paragraph referred to and in all cases upon giving reasonable notice of the intention so to enter to the Owner or Occupier for the time being of the other Flats.
  - f) Any easement or other right which may now or hereinafter be granted for the benefit of the Flat Owners or others for access to or use of the general common elements.
  - g) All other facilities or elements of any improvements within the Building necessary or convenient to the management, co-operation maintenance and safety of the building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
(Common Expenses)**

1. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment of the Said Complex.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.



5. **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 Flat) walls of the Said Complex].
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lift, diesel generator set, changeover switch, pump 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 Common Portions.
7. **Rates and Taxes:** KMC Tax, surcharge, Water Tax and other levies in respect of the Said Complex **save** those separately assessed on the Buyer.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc. including their perquisites, bonus and other emoluments and benefits.

### **THE SIXTH SCHEDULE ABOVE REFERRED TO**

#### (MUTUAL COVENANTS)

1. **Parking Space Allotment:** The mutual agreement and acceptance by and between the Parties that (1) the covered Parking Space (if any) has been agreed to be taken by the Buyer) shall be allotted to the Buyer on execution of this present within the said Complex not restricted to individual blocks at the ground level of the Said Complex, (2) the Parking Space can only be used for parking of a medium sized motor car/two wheeler /four wheeler of the Buyer and not for any other purposes and (3) the Buyer will have only right to park in the Parking Space so allocated.
2. **Commencement of Outgoings:** From the quarter of Date of Possession, all outgoings in respect of the Said Flat And Appurtenances, including Corporation tax, surcharge, land revenue, levies, cess, etc. (collectively Rates & Taxes) and Common Expenses/Maintenance Charges as be tentatively decided by the Developer, shall become payable by the Buyer. It is clarified that the Common Expenses/Maintenance Charges do not include the Rates & Taxes.
3. **Management** of Common Portions: The Association (upon formation) shall maintain and manage all Common Portions of the Said Complex/s. In this regard, it is clarified that (1) the Association shall operate, manage and render specified day to day services with regard to the Common Portion (2) the Association shall levy and collect the Common Expenses/Maintenance Charges (3) the Buyer shall be bound to pay the Common Expenses/Maintenance Charges to the Association (4) the Association will not be required to render any accounts to the Buyer and (5) the ownership of the Common Portions (subject to the terms of this Agreement) shall vest in all the co-owner of the Said Complex through the Association. The Developer will maintain and manage all Common Portion of the Said Complex/s as stated in this paragraph until the Association is formed.
4. **No Obstruction by Buyer to Further Construction: No Rights of or Obstruction by Buyer:** All covered in the ground floor areas in the Said Premises proposed to be used for car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Developer shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
5. **Variable Nature of Land Share and Share In Common Portions:** The Buyer fully comprehends and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Flat bears to the area of the Said Complex (2) the Land Share and the Share In Common Portions are not divisible and

partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Developer, in its absolute discretion.

- 6. Buyer to Participate in Formation of Association: The Buyer admits and accepts that the Buyer and other Intending Buyers of Flats in the Said Complex shall form the Association and the Buyer shall become a member thereof. The Buyer shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the Advance Common Expenses/Maintenance Charges and the Common Expenses/Maintenance Deposit paid by the Buyer (after adjustment of all amounts then remaining due and payable) shall be transferred by the Developer to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer. The Association shall look after the maintenance of the Common Portions of the Said Complex and the Said Premises.
  
- 7. **Notification Regarding Letting:** If the Buyer lets out or sells the Said Flat And Appurtenances, the Buyer shall immediately notify the Developer or the Association (upon formation) of the tenant's/transferee's address and telephone number.
  
- 8. **Roof Rights:** A demarcated portion of the top roof of the Said Complex shall remain common to all co-owner of the Said Complex (**Common Roof**) and all common installations such as water tank and lift machine room as well as fire evacuation area shall be situated in the Common Roof and the balance of the top roof of the Said Complex shall belong exclusively to the Developer with right of exclusive transfer and the Buyer specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Complex as aforesaid, the Developer shall always have the right of further construction on the entirety of the top roof (by taking permission from the concerned authorities) and the Buyer specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all co-owner of the Said Complex.

**In Witness Whereof** the Parties have executed and delivered this Deed of Conveyance on the date mentioned above.

**Witnesses:**

1.

\_\_\_\_\_  
**OWNER/VENDOR represented by**

2.

\_\_\_\_\_  
**[Developer]**

\_\_\_\_\_  
**[Buyer]**

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

**MEMO OF CONSIDERATION**

<b>Cheque Date</b>	<b>Cash/ Cheque No.</b>	<b>Bank &amp; Branch Name</b>	<b>Amount (in Rs)</b>
			<b>Rs.</b> ...../-

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