

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this \_\_\_\_\_ (Date) day  
of \_\_\_\_\_, 2018,

**BY AND BETWEEN**

1. **MAHAMAYATALLA RESIDENCY LLP**, a limited liability partnership firm established under the Limited Liability Partnership Act, 2008 having its Registered place of business at 74, Lenin Sarani, Post Office - Taltala, Police Station - Taltala, Kolkata-700 013, District - Kolkata, having PAN NO. AATFM7256P, represented by its Authorized Signatory **SHRI ARPAN DUTTA**, son of Shri Sambhu Nath Dutta, by Nationality: Indian, by faith: Hindu, by occupation: service and residing at Village Kamarpole (R.K. Polly), P.O. Sarisha, P.S. Diamond Harbour, District 24 Parganas (South), Pin 743 368, having his PAN No. ARQPD3478A, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context shall mean and include its Successors/Successors-in-interest, office administrators, representatives and assigns) as the Party of the **FIRST PART**.

**AND**

**1.**

- a. **M/S. MEGHNA TRADECOM PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 74, Lenin Sarani, Post Office - Taltala, Police Station Taltala, District - Kolkata, Kolkata-700 013, having PAN No. AAFCM0390P.
- b. **M/S. MEGHNA PROJECTS PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at Nicco House, 2, Hare Street, Post Office - Here Street, Police Station- Here Street, District - Kolkata, Kolkata-700001, having PAN No. AAGCM7997P.
- c. **M/S. ADYA TOWNSHIP PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 74, Lenin Sarani, Post Office - Taltala, Police Station Taltala, District - Kolkata, Kolkata-700 013, having PAN No. AAICA6900E.
- d. **M/S. ADYA DEVCON PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 74, Lenin Sarani, Post Office - Taltala, Police Station Taltala, District - Kolkata, Kolkata - 700 013, having PAN No. AAICA6901F.

- e. **M/S. SAMMAN REALTORS PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 14F, Swinhoe Street, Post Office - Ballygunge, Police Station Gariahat, District - South 24 Parganas, Kolkata-700 019, having PAN No. AAOCS7936G.
- f. **M/S. DEVANSHI INFRA PROJECTS PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 14F, Swinhoe Street, Post Office - Ballygunge, Police Station Gariahat, District - South 24 Parganas, Kolkata-700 013, having PAN No. AADCD6226F.
- g. **M/S. PADMA COMPLEX PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 2, Rowland Road, Post Office - Elgin Road, Police Station Ballygunge, District - South 24 Parganas, Kolkata-700 020, having PAN No. AAFCP6881Q.
- h. **M/S. SHIVANGI INFRA REALTY PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at 2, Rowland Road, Post Office - Elgin Road, Police Station Ballygunge, District - South 24 Parganas, Kolkata-700 020, having PAN No. AAOCS9844H.

All are represented by their Authorized Signatory **SHRI ARPAN DUTTA**, son of Shri Sambhu Nath Dutta, by Nationality: Indian, by faith: Hindu, by occupation: service and residing at Village Kamarpole (R.K. Polly), P.O. Sarisha, P.S. Diamond Harbour, District 24 Parganas (South), Pin 743 368, having his PAN No. ARQPD3478A, hereinafter collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context shall mean and include its Successors/Successors-in-interest, office administrators, representatives and assigns) as the Party of the **SECOND PART**.

The Parties of the First and Second Part shall jointly be referred to the "Promoters".

**AND**

**3.**

A) MR. \_\_\_\_\_, son/wife/daughter of \_\_\_\_\_, by nationality Indian, by faith Hindu, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, Post Office - \_\_\_\_\_, Police Station - \_\_\_\_\_, District - \_\_\_\_\_, Kolkata - \_\_\_\_\_, having PAN No. \_\_\_\_\_, and Aadhaar No. \_\_\_\_\_

B) MRS. \_\_\_\_\_, son/wife/daughter of \_\_\_\_\_, by nationality Indian, by faith Hindu, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, Post Office - \_\_\_\_\_, Police Station - \_\_\_\_\_, District - \_\_\_\_\_, Kolkata - \_\_\_\_\_, having PAN No. \_\_\_\_\_, and Aadhaar No. \_\_\_\_\_, hereinafter called the "Allottees" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) as the Party of the **THIRD PART.**

Hereinafter referred to as the **PURCHASER / ALLOTTEE** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, representatives, agent and assigns) as the party of the **THIRD PART.**

#### **WHEREAS**

1. By virtue of a registered deed of conveyance dated 10th August, 1999 Debasis Ghosh, son of Nityananda Ghosh, Nityananda Ghosh, son of Late Bhusan Chandra Ghosh, Anima Ghosh, wife of Nityananda Ghosh, Mallika Ghosh, wife of Debasish Ghosh, Sudipta Ghosh, son of Nityananda Ghosh, Biplab Ray, son of Late Jatindra Mohan Ray, Nilima Ray, wife of Biplab Ray, Shankar Ray, son of Late Jatindra Mohan Ray, Tapasi Saha, wife of Alope Saha and Nibedita Saha, wife of Ajoy Saha being the purchasers purchased 90.5 decimal land which was registered in the office of A.D.S.R. Sonarpur, South 24 Parganas and recorded in Book No. 1, Volume No. 35, pages 137 to 149, being no. 1987 for the year 2003 comprised in Dag No. 21, 19, 3, 4, 5, 8, and 9 . in Mouza - Kumrakhall, J. L. No. 48, Police Station - Sonarpur, District - South 24 Parganas, hereinafter referred to as the Said Land, more fully described in First Schedule "1" herein.
2. Shri Nityananda Ghosh died intestate living behind his wife, Mrs. Anima Ghosh, 3 (three Sons) namely Mr. Debasis Ghosh, Mr. Sudipta Ghosh, Mr. Jayanta Ghosh, and 4(Four) daughters namely, Mrs. Srabani Ghosh, Mrs. Banani Mukherjee nee Ghosh, Mrs. Indrani

Mukherjee nee Ghosh, Mrs. Sampa Bhattachrya nee Ghosh, as his only legal heirs, who became entitled to his share in the Said Land.

3. Thus Debasish Ghosh, Anima Ghosh, Mallika Ghosh, Sudipta Ghosh, Jayanta Ghosh, Srabani Ghosh, Banani Mukherjee, Sampa Bhattacharyya, Indrani Ghosal, Biplab Ray, Nilima Ray, Sankar ray, Tapasi Saha, Nibedita Saha became the absolute owner of the Said Land admeasuring 90.5 decimals, comprised in Dag No. 21, 19, 3, 4, 5, 8, and 9 . in Mouza – Kumrakhali, J. L. No. 48, Police Station – Sonarpur, District – South 24 Parganas, hereinafter referred to as the Said Land, more fully described in Schedule "1" herein.
4. **SUBSEQUENTLY THEREAFTER** said Debasish Ghosh, Anima Ghosh, Mallika Ghosh, Sudipta Ghosh, Jayanta Ghosh, Srabani Ghosh, Banani Mukherjee, Sampa Bhattacharyya, Indrani Ghosal, Biplab Ray, Nilima Ray, Sankar Ray, Tapasi Saha, Nibedita Saha sold the out the said property by executing a Deed of Conveyance on 22<sup>nd</sup> December 2010, registered in the Office of the Additional District Sub Registrar at Sonarpur, South 24 Parganas, recorded in Book No. 1, CD Volume No. 34, Pages from 3641 to 3672, being No. 14250 for the year 2010 to 8 different Companies herein referred to as the "Owners", mentioned as follows :
  - A. **MEGHNA TRADECOM PRIVATE LIMITED** a company incorporated under the provision of Companies Act, 1956 having its registered office at 2nd Floor, 9 Ramsevak Mullick Lane, Police Station – Barabazar, Kolkata – 700007, represented by Piyush Agarwal, son of Suresh Kumar Agarwal of 2nd Floor, 9 Ramsevak Mullick Lane, Kolkata – 700007
  - B. **MEGHNA PROJECTS PRIVATE LIMITED** a company incorporated under the provision of Companies Act, 1956 having its registered office at 2<sup>nd</sup> Floor, 9 Ramsevak Mullick Lane, Police Station – Barabazar, Kolkata – 700007, represented by Piyush Agarwal, son of Suresh Kumar Agarwal of 2<sup>nd</sup> Floor, 9 Ramsevak Mullick Lane, Kolkata – 700007
  - C. **ADYA TOWNSHIP PRIVATE LIMITED** a company incorporated under the provision of Companies Act, 1956 having its registered office at 74 Lenin Sarani, Police Station – Taltala, Kolkata – 700013, represented by Naresh Chandra Agarwalla, son of Late Krishna Chandra Agarwalla of 74 Lenin Sarani, Police Station – Taltala, Kolkata – 700013;
  - D. **ADYA DEVCON PRIVATE LIMITED** a company incorporated under the provision of Companies Act, 1956 having its registered office at 74 Lenin Sarani,

Police Station – Taltala, Kolkata – 700013, represented by Naresh Chandra Agarwalla, son of Late Krishna Chandra Agarwalla of 74 Lenin Sarani, Police Station – Taltala, Kolkata – 700013;

- E. **SAMMAN REALTORS PRIVATE LIMITED**, a company incorporated under the provision of Companies Act, 1956 having its registered office at 14 F, Swinho Street, Police Station – Gariahat, Kolkata – 700013, represented by Anant Nathani, son of Rajesh Nathani of 14 F, Swinho Street, Police Station – Gariahat, Kolkata – 700013;
- F. **DEVANSHI INFRA PROJECTS PRIVATE LIMITED**, a company incorporated under the provision of Companies Act, 1956 having its registered office at 14 F, Swinho Street, Police Station – Gariahat, Kolkata – 700013, represented by Anant Nathani, son of Rajesh Nathani of 14 F, Swinho Street, Police Station – Gariahat, Kolkata – 700013;
- G. **PADMA COMPLEX PRIVATE LIMITED**, a company incorporated under the provision of Companies Act, 1956 having its registered office at 2, Rowland Road, Police Station – Bullygunge, Kolkata – 700020, represented by Sanjiv Kumar Dabriwal, son of Dwarka Prasad Dabriwal, of 2, Rowland Road, Police Station – Bullygunge, Kolkata – 700020;
- H. **SHIVANGI INFRA REALTY PRIVATE LIMITED**, a company incorporated under the provision of Companies Act, 1956 having its registered office at 2, Rowland Road, Police Station – Bullygunge, Kolkata – 700020, represented by Sanjiv Kumar Dabriwal, son of Dwarka Prasad Dabriwal, of 2, Rowland Road, Police Station – Bullygunge, Kolkata – 700020;
5. By the said Deed of Conveyance said 8 companies become the joint owner of the land being 90.5 Decimal equivalent to 2 Bigha 14 Cottah 12 Chittak 1.8 Sq. Ft. All in Mouza – Kumrakhal, J. L. No. 48, Police Station – Sonarpur, District – South 24 Parganas, hereinafter referred to as the "Said Property/ Land", comprised in L. R. Dag No: 3, 4, 5, 8, 9, 19, 21, in L. R. Khatian No. 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2016, 2507 and 2508.
6. The Owners herein entered into a Development Agreement with the Developer on the 10<sup>th</sup> day of January, 2015 wherein the owners granted the right of development on the Said Premises to the Developer along with such other terms and conditions as mentioned therein.

7. The Promoter is fully competent to enter into this Deed and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
8. The Promoter is now carrying on construction, development and/or constructed the Said Premises in accordance with the Sanction Plan, sanctioned by Rajpur- Sonarpur Municipality, being Plan No: 2137/CB/27/15 dated 10<sup>th</sup> April, 2014.
9. The Allottee had applied for allotment of an Unit in the Said project developed by the Promoter and in furtherance thereof have been allotted Unit bearing No \_\_\_\_ situated on the \_\_\_\_ floor of \_\_\_\_\_, vide allotment letter dated \_\_\_\_\_, herein after referred to as the Said Apartment.
10. Subsequently and Agreement for Sale has been executed by and between the Parties on the \_\_\_\_ day of \_\_\_\_\_, 2018, detailing the terms and condition of the Sale of the Apartment / Unit bearing No. \_\_\_\_\_, having Carpet Area of \_\_\_\_\_ Sq. Ft. , equivalent to \_\_\_\_\_ Sq. Ft. Built-Up Area and \_\_\_\_\_ Sq. Ft of Super Built Up Area, on \_\_\_\_ floor in "FOUNTAIN EXOTICA" and undivided proportionate share, right, title and interest in the Premises No. 432, Mahamayatala, Kolkata - 700 084, within Ward No. 27 of the Rajpur Sonarpur Municipality (more fully and particularly described in the SCHEDULE "2" hereunder written), for such consideration amount as mentioned therein.
11. In consonance with the said Agreement to Sale the Allottee / Purchaser has made payments to the Promoters thereof and the Parties are now desirous of executing this Deed for affecting the sale of the Said Apartment in favour of the Allottee.

**NOW THIS DEED WITNESSETH** that, In consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) paid by the Purchaser to the Vendors hereto on or before the execution of these presents, the receipt whereof the Vendors do hereby admit and acknowledge, the details of which are more fully described in Memo of consideration mentioned herein, and from the same and every part thereof acquit, release and forever discharge the Purchasers and the Said Apartment, the Promoter / Vendors hereto sell, transfer, convey, assign and assure unto and in favour of the Purchasers **ALL THAT** one Residential Apartment bearing No. \_\_\_\_\_ ad-measuring about \_\_\_\_\_ Sq. Ft. Carpet Area equivalent to

\_\_\_\_\_ Sq. Ft. Built-Up Area and \_\_\_\_\_ Sq. Ft of Super Built- Up Area, on \_\_\_\_\_ floor fully described in **SECOND SCHEDULE** as shown on the Plan of the said \_\_\_\_\_ Floor bordered **RED** thereon , together with the right to use \_\_\_\_\_ Car Parking Space at the Ground Floor at the building constructed at the Said Premises and undivided proportionate share, right, title and interest written hereunder with proportionate shares in the common areas and facilities, fixtures and fittings together with undivided, impartible proportionate share of the said premises thereunto mentioned in the **FIRST SCHEDULE** written hereunder free from all encumbrances and attachments **TOGETHER WITH** the reversion or reversions, remainder or remainders and the rent issues and profits of and in connection with the said undivided share **AND** all the estate right title interest property claim and demand whatsoever of the Vendor into out of or upon the said undivided share in relation to the Said Apartment **AND ALSO** the proportionate share or interest in the staircase corridors, roof common parts passages and paths fittings, fixtures and equipment and other common parts, area and portions appertaining to the said building more fully and particularly described in the **THIRD SCHEDULE** written hereunder **TO HAVE AND TO HOLD** the said undivided proportionate share of land in respect of the Said Apartment **TOGETHER WITH** its rights interests and appurtenances whatsoever unto the Purchasers absolutely and forever free from all encumbrances, charges, liens and attachments whatsoever **SUBJECT NEVERTHELESS** to the easements or quasi easements and other stipulations or provisions connected with the beneficial use and enjoyment of the said undivided share more fully and particularly described in the **FOURTH SCHEDULE, BUT TOGETHER WITH** the right to use the staircases electrical installations corridors entrances lobby and other common parts and passages, in common with other lawful occupiers and/or co/purchasers of the said multistoried building and/or parts thereof for the purpose of an uninterrupted access to and from the main Municipal road or otherwise. **TO HAVE AND TO HOLD** the Said Apartment hereby granted, sold , conveyed and transferred or expressed and intended so to be unto to the use of the Purchaser, his executors, co-partners, representatives and assigns and forever free from all encumbrances **AND** the Vendors do hereby covenant with the Purchasers that notwithstanding any act, deed of things whatsoever by the Vendor any of his predecessors - in - title or executed or knowingly referred to the contrary, the Vendor has good right, full power and absolute authority regarding the said residential unit and indefeasible title to grant, sell transfer or expressed or intended to do so unto and to the use of the Purchasers, his heirs, executors, administrators, representatives and assigns shall from this day and may at all times



hereafter peaceably, quietly and suitably possess and enjoy the said flat and receive the rents, issues, profits thereof without any lawful eviction, hindrance, interruption, claim or demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming from under or in trust from or under any title **AND THAT** the purchasers will and sufficiently secured of from and against all and all manner of claim, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the Vendors or any or their predecessor-in-title or any person or persons lawfully or equitably claiming as aforesaid and **FURTHER** that the Vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said flat or any part thereof from under or in trust for them the Vendors or any of his Predecessor- in-title shall be from time to time and at all times hereafter at the request and cost of the Purchasers, his heirs, executors, administrators, representatives and assigns do or caused to be done and executed all such acts deeds and things whatsoever for further better and more perfectly assigning the said flat and every part thereof unto and to the use of the **PURCHASERS**, his administrators, representatives and assigns in manner aforesaid as shall or may be reasonably required.

The Vendors also conveyed the proportionate common portions in the said building more fully and particularly described in the **THIRD SCHEDULE** written hereunder to the Purchasers herein for its/ their common enjoyment of the same along with the other occupiers as well as Purchaser/s of the Unit/s in the Said building. The Vendors also covenants; with the Purchasers, that the Purchasers shall have proportionate, undivided and impartible share in the Common Areas and facilities as described in the **THIRD SCHEDULE** below. The Purchaser covenants and agrees that the Promoters shall have exclusive right to give permissions to park the vehicle at the designated identified areas in the Project. The Promoter at its own discretion shall provide the necessary permissions for parking the vehicles at the designated parking areas. The Purchasers agrees and undertakes not to object to the same and allow the persons to whom such permission has been granted to use the said parking spaces as provide by the promoters. The Purchasers further undertakes to become the member of and/or be associated with the organization formed, if any, with respect to the management of the Building of any form or nature as may be deemed fit by the Vendor and/or the occupiers of the Building. The Purchasers also agrees to bear the proportionate common expenses relating to enjoyment and management of the common portions of

the Buildings, the details whereof are more fully described in the **FIFTH SCHEDULE** written hereunder.

The Purchasers covenant with the Vendors to avail the common facilities provided in the Building and undertakes and use and avail the same and as per rules and regulations framed by Organization so formed, if any. **PROVIDED ALWAYS** that the Purchasers shall abide by the terms and conditions of the user and management and maintenance etc. and shall bear common expenses, which shall include the expenses more fully described in the **FIFTH SCHEDULE**.

**AND THAT** the Purchasers covenants that they shall at all times hereafter regularly and punctually make payment of all the municipal taxes and other outgoings including cesses, multi-storied Building tax, Urban land Tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the Said Apartment as a whole and proportionately for the common parts and portions **AND THAT** the registration charges, stamp duty and all other legal and incidental expenses with relation to this Conveyance shall be payable by the Purchasers.

**AND** it is hereby confirmed recorded and declared that the Purchasers have been put in vacant possession of the Said Apartment with the execution of the Conveyance Deed.

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

All that piece and parcel of the Land admeasuring about 90.5 decimal, more or less, (on physical verification the quantum of Land is 71 decimals) comprised in and being a part of R.S & L.R. Dag No. 3, 4, 5, 8, 9, 19, 21 recorded in R.S. & L.R. Khatian Nos. 2499, 2500, 2501, 2502, 2503, 2504, 2506, 2507 and 2508, subsequently and presently recorded in R.S. & L.R. Khatian No. 2549, 2550, 2551, 2552, 2553, 2554, 2255, 2556 in Mouza Kumrakhall, J.L. No. 48, Police Station Sonarpur, District South 24 Parganas, Holding No. 432, Mahamayatala, Kolkata - 700 084, within Ward No. 27 of the Rajpur Sonarpur Municipality and butted and bounded as follows:

**On the North** : By R.S. Dag No. 3(P), R.S.Dag No. 4(P), R. S. Dag No. 8(P) and R. S. Dag No. 9(P)

**On the East** : By N.S.C. Bose Road (60' )

**On the South** :By R.S. Dag No. 23, R.S. Dag No. 20, R.S. Dag No. 19(P) and R.S. Dag No. 9(P)

**On the West** :By R.S. Dag No. 2 and R.S. Dag No. 1

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE SAID RESIDENTIAL UNIT)**

Residential unit bearing No. \_\_\_\_\_ ad-measuring about \_\_\_\_\_ Sq. Ft. Carpet Area equivalent to \_\_\_\_\_ Sq. Ft. Built-Up Area and \_\_\_\_\_ Sq. Ft of Super Built- Up Area, on \_\_\_\_ floor "**FOUNTAIN EXOTICA**", together along with the right to use \_\_\_\_\_ Car Park admeasuring \_\_\_\_\_ Sq. Ft. more or less together with undivided proportionate share, right, title and interest in the Said Premises.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATION & COMMON FACILITIES)**

<b>STRUCTURE</b>	RCC foundation as per GEO Technical engineer's recommendation.
<b>WALL FINISH</b>	Conventional Brickwork, 8" External Wall, 5"/3" Internal Walls
<b>FLOORING</b>	Vitrified Tiles in bedroom living room, dining room
<b>KITCHEN</b>	Granite Platform with Stainless Steel Sink
<b>TOILETS</b>	Modern Sanitary ware of Reputed Brands
<b>WINDOWS</b>	Sliding aluminum windows with clear glass panels
<b>DOORS</b>	Good Quality Flush Doors
<b>PLUMBING</b>	Concealed Pipeline using standard materials

<b>ELECTRICALS</b>	Concealed copper wiring of ISI brand switches of reputed brands, 15 amp. Power Point, adequate electrical points.
<b>SECURITY</b>	24 hrs security
<b>ELEVATOR</b>	Modern elevator
<b>COMMON FACILITIES</b>	Community Hall, 24 hrs drinking water, Games Room, Power back-up, Fire safety equipments

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(Easements Or Quasi-Easements)**

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces In ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said Apartment) of the other part or parts of the Building through pipes, drains, wires, conduits lying or being under through or over the Said Residential Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
3. The right by the Vendor and/or occupier or occupiers of other part or parts of the Building for the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(Common expenses for maintenance of common portions)**

1. All costs of maintenance, operation, repairs, replacement services and white washing painting, rebuilding, reconstructing, decorating, redecorating, advertising, marketing, of all other common areas/parts its fixtures, fittings, electrical wiring and equipment in under or upon the building enjoyment or used common by the occupiers of the building.

2. The salaries and other expenses incurred for and payable to any person employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardeners, sweepers, lift man etc.
3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightening, mob - violence, civil commotion etc. if insured.
4. Expenses for supplies of common utilities electricity water charges etc. payable to any concerned authorities and/or organization and payment of all charges incidental thereto.
5. Sinking fund and other contributions.
6. Municipal and other rates and taxes and all other outgoings including save those which would be separately assessed and/or incurred in respect of any apartment.
7. Electricity expenses for lighting all the common parts outer walls of the building, car parking space and for operation of all the common areas.
8. Operational cost of the Intercom, EPAX, Close Circuit TV, Fire Fighting Equipments.
9. Costs of establishment and operations of the Flat Owners' Association relating to the common purposes.
10. All litigation expenses incurred for the common purposes.
11. All official and administrative or overhead expenses incurred for the common purposes.
12. All other expenses and outgoing as are deemed necessary by the said Association as necessary or incidental for the common purposes including for creating a fund for replacement, renovation, repair, painting and/or periodic repainting of the common portions including all sorts of capital expenditures for the common purposes of upkeep of the building.

**RECEIPT AND MEMO OF CONSIDERATION**

**RECEIVED** from the within mentioned Purchasers a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only towards full and final payment of the consideration for Sale of the Property Appurtenances thereto above, as per memo below:

<b>SL. NO.</b>	<b>Date</b>	<b>Cheque No.</b>	<b>Bank Name</b>	<b>Amount (Rs.)</b>

**Witnesses:**

1.

2.

\_\_\_\_\_  
**Signature of Developer**

**IN WITNESS WHEREOF** the Parties have hereunto set and subscribe their respective hands on the date month and year first above written.

**SIGNED and DELIVERED** by the

**DEVELOPER** at Kolkata

in the presence of:

1

2

**SIGNED and DELIVERED** by the

**OWNER** at Kolkata

in the presence of:

1

2

**SIGNED and DELIVERED** by the

**ALLOTEES/PURCHASERS**, at Kolkata

in the presence of:

1

2

Drafted and Prepared by:

**S.K. Singhi & Co.,**

Advocates

Raja Chambers

4 Kiran Shankar Roy Road, 1<sup>st</sup> floor

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