

## DEED OF CONVEYANCE

THIS INSTRUMENT is made this day of ..... in the year of Two Thousand and ... .. (201.....).

### B E T W E E N

- (1) SMT.MAYA RANI GHOSH, W/O Sri Paresh Chandra Ghosh, by faith hindu, by occupation Business, by Nationality Indian, residing at Kumorpara Manasatala Lane, P.O: Kanchrapara, P.S: Bizpur; Dist: 24 Pgs(N), pin-743145(PAN-ADNPG3883F), (2) Smt. Monty Ghosh, wife of Sri Anup Ghosh, by faith hindu, by occupation Business, by Nationality Indian, residing at Kumorpara Manasatala Lane, P.O: Kanchrapara, P.S: Bizpur, Dist: 24 Pgs(N); pin-743145(PAN-AKVP0246H) herein after jointly referred to as the "VENDORS" and the vendors are represented by their Constituted Attorney SMT. MAYA RANI GHOSH, the proprietress of PM Enterprise having its registered office at B-12/23(S), Kalyani; Nadia; Pin-741235, vide Development Agreement and General Power of Attorney duly recorded before the ADSR, Kalyani, registered in Book-1, CD Volume No. 1303, pages from 21244 to 21258, being no. 1221 for the year 2017, (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and assigns)
- FIRST PART

AND

(PAN NO. \_\_\_\_\_), (Phone No. \_\_\_\_\_), a Company incorporated under the Companies Act, 1956, having its registered office at \_\_\_\_\_, Police Station - \_\_\_\_\_, Post Office - \_\_\_\_\_, duly represented by its Authorised \_\_\_\_\_ (PAN : \_\_\_\_\_), (AADHAR No. \_\_\_\_\_), (Phone No. \_\_\_\_\_), son of Hem Kumar Jain, residing at \_\_\_\_\_, Post Office - \_\_\_\_\_ and Police Station - \_\_\_\_\_, hereinafter referred to as the DEVELOPER (Which term or expression Shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, successor-in-office andf or successors-in-office and its assignees) of the SECOND PART

AND

“PM ENTERPRISE”, a proprietorship firm, having represented by its proprietress SMT. MAYA RANI GHOSH(PAN-ADNPG3883F), wife of Sri Paresh Chandra Ghosh, by faith hindu, by occupation Business, by Ntionality Indian, residing at Kumorpara Manasatala Lane, P.O: Kanchrapara, P.S: Bizpur; Dist: 24 Pgs(N), pin-743145, hereinafter called and referred to as the DEVELOPER / CONFIRMING PARTY(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors -in -office, administrators and assigns) of the THIRD PART.

(1) \_\_\_\_\_ (PAN \_\_\_\_\_), (Phone to. \_\_\_\_\_)  
 ... (PAN \_\_\_\_\_)

WHEREAS SRI PRADIP KUMAR MUKHOPADHYAY was owner of all that piece and parcel of land measuring 21 decimal situated in dag no. c.s, r.s and l.r 225 khatian no 215/3 at mouza 57 no. kanchrapara and Sri Pranab Kumar Mukhopadhyay was the recorded owner of all that piece and parcel of land measuring 26 decimel situated in dag no. c.s,r.s and l.r 225, khatian no. 637, at mouza 57 no. kanchrapara and Sri Prabir Kumar Mukhopadhyay was recorded owner of all that piece and parcel of land measuring 26 decimel situated in dag no. c.s,r.s and l.r 225, khatian no. 637, at mouza 57 no. kanchrapara and as per the L.R settlement record the aforesaid Mukhopadhyay brothers became the absolute owners of total area of land measuring 67 decimel, under police station Kalyani, within the jurisdiction of A.D.S.R., Kalyani; Nadia.

2) Again on 15/03/201 \_\_\_\_\_ Purchased all that piece and parcel of agricultural Land (Recorded as Sali) measuring about \_\_\_\_\_ Sat Decimals comprised in R,S. and L.R. Dag No. \_\_\_\_\_ appertaining to R.S.

Khatian No. L.R. Khatian No. , in Mouza J.L. No. ,  
 A.D S R Office , under police Station  
 at present within the limits of  
 together with elf sons of easement right over the  
 passages Road and other benifits, facilities and advantages attaGhed therein  
 from by a registered Deed of conveyance 15' March  
 , registered before the A.D,S.R. duly  
 recorded in Book No. CD Volume No. Pages . being No.  
 for thG year 201

- 3) Thereafter on 29/09/2t11 - purchased all that piece  
 and parcel of agricultural Lund (Recorded as Sali) measuring about  
 Satak/ Decimals out of Decimals comprised in R.S. and L.R. Dag No.  
 appertaining to R.S. Khatian No. L.R. Khatian No. , in Mouza  
 Sukpukuria , J.L. to. , A.D.S.R. Office , under police Station  
 at present  
 within the limits of together with all sons of  
 easement right over the passage/ Road and other benifits, facilities and  
 advantages attached therein from 1)  
 by n registered Deed Of Conveyance dated 29/09/201 registered  
 before the A.D.S.R. , duly recorded in Book No.  
 ,t\_D Volume No. , Pages to , Being no. For the year ,
- 4) Thus the said became the owner of decimal  
 of Lund Comprised in R.S. and L.R. Dag No. Monza Sukpukuria, J.L.  
 No. A.D.S.R. Office , under Police Station  
 at present within the  
 limits of alld applied before the concern B.L. &  
 L.R.O. and not its name mutated and obtained Present L.R. Khatian No.  
 against the Decimal
- 5) Thereafter the said . applied before the A.D.M. &  
 D.L.R.O, for conversion of the said Decimal ol into  
 and such conversion was duly allowed by the competent authority.
- 6) The said (the Seller) seized and possessed of or  
 otherwise well and sufficiently entitled to All That the piece and parcel of land  
 containing an area Of decimals, be the same or little more or less  
 lying and situated at J.L. NO. , Re. Sa. No. , Touzi No.  
 , comprises in R.S. & L.R. Dag No. and L.R. Khatian No, within the  
 local limits of K.L. s ithin the  
 jurisdiction of Additional District Sub Registrar,  
 morefully and particularly described in the FIRST SCHEDULE  
 hereunder written (hereinafter referred to as the Said Premises)

- 7) For the purpose of undertaking the development of the said Premises, a Development Agreement dated 27<sup>th</sup> November, 201 was entered into between the Seller, the Developer and one being the confirming Party therein which has been registered Development Agreement dated 29.11.201 registered before the A.D.S.R. and duly recorded in Book No. Volume No. Pages to being to. for the year 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.
- 8) The Vendor and the Developer constructed building known as "....." consisting of several Flats/Shops and spaces in the Said Premises in accordance with the plan sanctioned by the Authority concerned.
- 9) The Vendor and the Developer agree to sell and the Purchasers agree to purchase the Flat being Flat No. .... situated on the Floor measuring a Carpet area . . . . Sq. Ft. more or less, and one covered car parking space measuring ..... Sq. Ft. on the Ground floor of the said building more fully and particularly described in the Second Schedule hereunder written together with proportionate share or interest in the land described in the First Schedule at or for the total consideration of Rs. .... /- (Rupees ..... only) consideration of the Flat Rs. .... /- and consideration of the car parking space Rs. ....

AND WHEREAS the Purchasers entered into registered Agreement for Sale dated ..... Registered before the ....., and duly recorded in Book No. I, Volume No. . . ., Pages ..... to ..... Being No. ...., for the year .. . ., with the Owner/Vendor and the Developer to purchase one flat being Flat No. ...., situated on the ....., Floor measuring carpet area ..... Sq. Ft. more or less and one covered car parking space measuring ..... Sq. Ft. on the Ground floor of the said building more fully and particularly described in the Second Schedule hereunder written, together with proportionate share of land and interest described in the First Schedule hereunder written as per the terms conditions mentioned therein.

AND WHEREAS the Purchasers asked the Diner/Vendor and the Developer to execute the deed of conveyance in respect of the Said Flat being Flat No. ...., situated on the ....., Floor measuring carpet area ..... Sq. Ft. more or less, and one covered car parking space measuring ..... Sq. Ft. on the Ground floor of the said building more fully and particularly described in the Second Schedule hereunder written, together with proportionate share of land and interest described in the First Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH as follows:

In pursuance of the said registered Agreement dated ..... and in terms of the conditions mutually agreed upon and in total consideration of payment of the said sum of Rs. ... .. /- (Rupees.. . . , . . . . .) only includes 1 axes (consisting of tax paid or payable by the Developer by way of G. S. T. AND Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the promoter, by whatever name called) the lawful money of the Union of India truly paid by the Purchasers 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 do hereby acquit and forever discharge to the Purchasers, the Developer deliver and the Purchasers hereby take the vacant peaceful possession of the Flat No. ...., situated on the floor, measuring Carpet area of . . . . . Sq. Ft. more or less. and one covered car parking space measuring . . . . . Sq. Ft. on the Ground floor of the said building known as ..... " and together with all facilities and other amenities and the said Vendor and the Developer do hereby indefeasibly grant, convey, transfer and assure and assign free from all encumbrances, attachments, liens, charges etc. unto and in favour of the Purchasers All That the piece and parcel of land containing an area of Decimals, be the same or little more or less lying and situated at Mouza- 1.L. No. Re. Sa. No. , Touzi No. , comprises in R.S, & L.R. Dag No. and L.R. Khatian No. within the local limits of Gram Panchayat, Police Station , within the jurisdiction of Additional District Sub Registrar, District more fully and particularly described in the Second Schedule hereunder written together with common parts and portions and facilities and amenities provided thereon together with proportionate share of land described in the First Schedule hereunder written and the said Flat No. .... situated on the . . . . floor, of the said building having carpet area of..... Square Feet more or less and one covered car parking space measuring.....Sq. Ft, on the Ground floor of the building hereinafter referred to as the Said Flat together with right to common with other Purchasers or Owner so acquiring similar right to enjoy and possess all common passages roof open spaces stairs case landing lobbies drains water courses, easement advantages liberties lights and privileges in an estate appertaining thereto or reputed to belong to the estate right title interest claim demand and of the Vendor and the Developer into and upon the said property, The specific purchased portion of the said Flat of the Purchasers as specifically described in the Second Schedule and written hereunder free from all encumbrances charges trust, liens, claims or demand whatsoever. The Purchasers shall have full and complete right over the Said Flat of the said building and the common parts in common with the co-Owner, Purchasers and occupiers of the said building such common being described in the Fourth Schedule hereunder written subject to be governed by such rights and obligations as set forth in the Fifth Schedule hereunder written and also subject to the Purchasers paying and discharging terms and impositions on the Said Flat of the building and the common expenses as mentioned in the Schedule outgoing 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 said building constructed on the basis of the sanctioned plan, hereby conveyed to the Purchasers absolutely and forever and the Owner/Vendor and the Developer to hereby *covenant* and agree with the Purchasers THAT NOTWITHSTANDING any act deed or things whatsoever and amenities by the Owner/Vendor and the Developer or by any of their ancestors or predecessors in title done or executed Or knowingly suffered to the contrary the Owner/Vendor and the Developer now has 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, expenses and obligations as described in the Second Schedule, Third Schedule, Fourth Schedule, Fifth Schedule and Sixth Schedule herein below respectively hereby grain convey sold and transferred or expressed or intended so to be unto and to the use of the Purchasers their heirs, executors administrators, representatives attachments charges liens, and lispendens and that the Purchasers their heirs, executors administrators representatives and assigns shall and may at all times hereinafter peaceably and quietly possess and enjoy the Said Flat of the said building receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Owner/Vendor old the Developer or any person or persons claiming or having any lawful authority to claim as aforesaid AND FURTHER THAT the Vendor 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 Owner/Vendor and the Developer from time to time 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 Purchasers, 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 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 Purchasers and their heirs, executors, administrators representatives and assigns as may be reasonable required and that the Purchasers, 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 Vendor and the Developer or any person or persons or any other flat or apartment Owner in the Said Premises.

The Purchasers have examined the plan and the title of the Vendor 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 themselves with regard to the title of the Vendor and the Developer and nature of the construction provided to them and shall not make any claim or demand whatsoever against the Vendor and the Developer in these respect in future.

The Vendor and the Developer shall always reserve their right over the common passage leading from 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 Purchasers of flats/units in the new building /buildings shall also have equal right over the said common passage.

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

- (a) THAT NOTWITHSTANDING anything hereto before done or suffered to the contrary the Vendor and the Developer have good and perfect right title and interest to convey, the flat and the undivided proportionate share in the said piece or parcel of land described in the First Schedule and all the rights privileges and appurtenances thereunto belonging and hereby sold conveyed and transferred to the Purchasers in the manner aforesaid and that Vendor and the Developer have not done or knowingly suffered anything whereby the Said Premises 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 Premises and that the same 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 Purchasers shall henceforth peacefully and quietly hold possess and enjoy the rents and profits derivable from and out of the Said Flat without any hindrance interruption or disturbance from or by the Vendor and the Developer or any person or persons claiming through or under or interest for the Vendor and the Developer and without any lawful hindrance interruption or disturbance by any other person or persons *whomsoever*.
- (d) The Vendor and the Developer may construct any shop rooms or commercial units in the building the Purchasers and/or occupiers of Flat of the building shall have no objection.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

##### SAID PREMISES

All That piece and parcel of Bastu hand here ditamenw admeasuring an area Of Decimals, be the same or little more or less lying and situated at Mouza J.L. No. , Re. Sa. No. , Touzi No. , comprises in R.S. & L.R. Dag No. and L.R. Khatian No. within the local limits of Beonta No. Gram Panchayet, Police Station : , within the jurisdiction of Additional District Sub Registrar, District

On the North : R. S. & L. R. Dag No.

On the South : R. S. & L, R. Dag No.

On the East : R. S. & L. R. Dag No.

On the West : R. S. & L. R. Dag No.

THE SECOND SCHEDULE ABOVE REFERRED TO

fThe Flats

FIRSTLY ALL THAT the Flat NO. . . . . on the ..... floor of the said Building Tower No. ' . . . ." at the said premises admeasuring a carpet area of .. . . , sq. ft., built up area whereof being ....., ..... sq. ft .super built-up area whereof being . . . . . , sq. fi. (more or less) AND SECONDLY ALL THAT the exclusive right over and in respect Of ALL THAT the ... . . . . . number of opemCovered car parking space in the ground floor/number of covered car parking space in the ground floor/number of covered Car parking •FaCe in the basement to be allotted to the Purchaser TOGETHER WITH ALL THAT the undivided propooionate impauble indivisible share in all Common Pans Portions and Facilities to be comprised in the said Building attributable and/or allocable to the said Flat AND TOGETHER WITH ALL THAT the undivided propooionate impartible indivisible share of the land in the said Premises attributable and/or allocable to the said flat.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PARTS AND POR TIONS UTILITIES AN D AAJENITIES )

1. The Land and all other areas of the properties and all apparatus, systems, equipment and installations now or hereafter existing in the building or on the Project (but not part of any Flat), for the common use of all Flats or by all Flats Owner necessary or convenient *Not* the existence, maintenance or use of the progeny as a whole.
2. All foundations, columns, girders, beams and suppons, including load bearing walls but excludiilg those which are specifically designated elsewhere
3. All structural floor assemblies including the underside Of such assembly ceiling
- 4, All exterior walls of the building including the exterior limestone facade of the building and the structural masonry calls
3. All windows, window frames, casements and mullions
6. AU central and appuneiiant installatiOns for services such as electricity, generator (with spnce required for instdllation Of the same), telephone, television, gas, sewer, waste, hot and cold writer (including all pipes, ducts, wires, chutes, cables and conduits located in Common Elements or in Flats) md all other mechanical equipment spoces (except those which are contained in my Flats) which serve or benefit all Owner or other general common elements
7. Staircase on all the floors lobbies corridOrs.

8. Staircase landings and lift landings on all floors.
9. Lift wall with lift machine room.
10. Lift plant/car installation.
11. Ultimate Roof and Boundary Walls
12. Overhead water tank (domestic fire fighting) underground water reservoir water pipes and other common plumbing installation.
13. Electrical wiring meters and fittings in the common areas.
14. Drainage and sewerage.
15. Fire Fighting system installation and allied equipment.
16. Passage pathways driveways and entrance.
17. AU shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all Flats of the Flat Owner

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

1. That the Purchasers shall own and enjoy the Said Flat of the building at the Said Premises described in the First Schedule thereof the Said Flat along with undivided proportionate share of land has been purchased by the Purchasers as per the said building plan approved and sanctioned by the Authority concern 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.
2. That Purchasers shall become and remain Member of the Society, Company or Association to be formed by and consisting of the Owner of the flat of the buildings namely ..... 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 road, staircase, compound walls and all other common amenities.
3. That the Purchasers shall observe and perform the terms and conditions and bylaws the rules and regulations of the said Society, Company or Association.
4. That the Purchasers shall not at any time carry on or suffered to carry on in the flat hereby sold and conveyed or any part thereof or the Said Flat any trade or business whatsoever. Pursuant whereof it may be or become any way, nuisance annoyance or danger to the Vendor and the Developer or its successors in office or to the Owner and/or the occupiers of the other flat Owner or of the Owner 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 purpose.

5. That the Purchasers shall give the owner of the other flats the necessary vertical and horizontal and lateral support for their flat and arise a right to any way over all common made, staircase, passages etc and shall and will be entitled to similar rights from and other Owner of the said building.
6. The Purchasers shall 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 Owner concerned and shall and will allow Owner of other flats such entry into their flat areas under similar circumstances and upon having similar prior Notice in writing.
7. The Purchasers shall be liable to pay directly to Corporation, municipality, Gram Panchayat and/or other appropriate authorities or contribute in proportion to the floor area of the Said Flat towards in the account of payment of *Corporation or* municipality or Panchayat 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 Corporation or municipality or Panchayat and/or statutory authorities as aforesaid same shall be made by the Purchasers to the Developer so long the Vendor and the Developer retains such authority and upon its formation to the Association or Society of the Purchasers of the undivided proportionate share in the said land and thus becoming Owner of the said flats in the building and in defaults shall be liable for payment thereof with costs of litigation being sued by the Vendor and the Developer or the Association or Society as the case may be. The Purchasers shall mutate their name in the records of local authority in respect of their flat and proportionate share of land.
8. The Association of the flat owner shall be formed by the Purchasers herein, with other flat Owner in the building and submit the building to the provision of West Bengal Apartment Ownership Act 1972 and that the Purchasers shall and will sign and execute all forms returns declarations and documents as may be from time to time become necessary.
9. The Purchasers shall have the full proprietary rights on the Said flat together with undivided proportionate share of land, the Purchasers shall be entitled to sell mortgage, let out lease out of transfer in any way permitted by laws without requiring to have or seek any consent for the purpose from the Vendor and Developer or any other Owner or Owner of the flat areas other than their own contained in the said Building.
10. The Purchasers undivided interest in the said soil or land described in the First Schedule hereunder written and shall remain joint forever with the Owner of

other flat, Owner of the said building and it being hereby further declare that tire interest in the said soil or the said Premises is impartible.

11. The Purchasers 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 Owner.
12. The Purchasers 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. REPAIRING rebuilding repainting improving or other treatment as may be necessary for keeping the said Housing Complex and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof including the Common Areas Parts And Portions And Facilities.
2. PAINTING with quality paint as often as may (in the opinion of the Association/Holding Organisation) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Housing Complex and the external surfaces of all exterior doors of the Buildings and decorating and colouring all such parts of the Housing Complex as usually are or ought to be.
3. KEEPING the gardens and grounds of the Entire property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. KEEPING the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. PAYING a fair proportion of the cost of clearing repairing installing any drains and sewers forming part of the Entire property.
6. PAYING such workers as may be necessary in connection with the upkeep of the Entire project.
7. INSURING any risks.
8. CLEANING as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts pathways passages landing and stair cases and all other common parts of the building.
9. CLEANING as necessary of the areas forming parts of the Entire property.
10. OPERATING maintaining and (if necessary) renewing the lighting apparatus and other Common Areas Parts And Portions And Facilities from time to time of the Entire property and providing such additional lighting apparatus
11. MAINTAINING and operating the lifts, generator and other Common Areas Parts And Portions And Facilities.
12. PROVIDING and arranging for the emptying receptacles for rubbish.
13. PAYING all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in

respect of the Buildings or any part thereof excepting in so far as the same are the responsibility of the individual Owner/occupiers of any Flat.

14. ABATING any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development of any part thereof so far as the same is not the liability of any individual lessee of any Flat.

15. GENERALLY managing and administering the development and protecting the Common Areas Parts And Portions And Facilities in the Buildings and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Flat.

16. EMPLOYING various staff for managing the maintenance either by the FMC/Developer or by the Association

17. EMPLOYING qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.

18. COMPLYING with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye laws made thereunder relating to the building excepting those which are the responsibility of the Developer/occupier of any Flat.

19. THE Purchase maintenance renewal and insurance of equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.

20. ADMINISTERING the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

21. THE provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Holding Organisation it is reasonable to provide.

22. SUCH time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this schedule to be or expected to be incurred at any time.

**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 municipal taxes or impositions, the Purchasers from the date of their purchase or occupation of the Said Flat whichever is earlier, shall have to bear and pay such proportion of such Corporation or municipal or Panchayat taxes and rates or impositions to the Vendor and the Developer as may be deemed reasonable from time to time by the Vendor and the Developer.

2. From the date of receiving possession of the said Flat, apart from the amount of such Corporation or municipal or Panchayat 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 propouionately and the said building wholly.

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

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

EXECUTED AND DELIVERED by  
the \fiNDOf t hereto at Kolkata in the  
presence of:

1.

EXECUTED AND DELIVERED 1>;  
the IIEVELOPER hereto at Kolkata in  
the presence of:

EXECUTED ANI3 DEL11 ERED b  
thc P URCH ASERS hereto at Kolkata in  
toe presence ot:

1.

**MEMO OF CONSIDERATION**

RKC ELVED on and from the within namcd l'urchasers the 'ithin mentioned thc sum of Rs. ....../- (Rupees.. . . . .) only includes Taxes (consisting of tax paid or payable by the Developer by way of G. S. T. AND Cess or an; other similar taxcs v hich may be k:vied , in connection ›sith the construction of thc prc>jcct payable by *thc promoter*, by *wherever* name callcd) -

<b>Dated</b>	Cheque No.	Bank	Amount (As.)
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**WITNESS**

**DEVELOPER**

\*\*\*\*\*  
 DA' 1EDTH1S                    DAYOF' .''''':.:.: 20''.  
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BETWEEN

SWAPNABHUMI REACTORS LIMITED.....VENDOR  
AND  
 xoniesiNFRnsTRUCTUREPRIVATELIMITED..... DEVELOPER  
AND  
 ..... & ANR..... PURCHASERS

CONVEYANCE  
 (Flat No. ,,,.)