

DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE is made, effected, instrumented and/or executed at Kolkata on this _____ day of _____, Two Thousand Twenty (2020) A.D.

BY AND BETWEEN

(1) **SRI NANIGOPAL SAHA (PAN: DCQPS5213G)**, son of Late Hira Lal Saha, by occupation- Business, (2) **SRI MONORANJAN SAHA (PAN:EPHPS5833H)**, son of Late Hira Lal Saha, by occupation- Business, both are by faith- Hindu, by Nationality- Indian, residing at 11A, Anjanharh Colony, P.O.- Ghughudnaga, P.S.- Dum Dum, Kolkata-700030, Dist- 24 Parganas (North), hereinafter "**Jointly**" referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **their** heirs, executors, administrators, legal representatives, successors or successors, nominee or nominees and/or permitted assigns) of the **FIRST PART**.

The owners / Vendors is represented through their Constituted Attorneys **M/S. JAGANNATH CONSTRUCTION (PAN:- AAPFJ1540F)**, a Partnership firm having its registered office at 104, Dum Dum Road, P.O.- Ghughudnaga, P. S. - Dum Dum, Kolkata – 700 030, Dist- 24 Parganas (North), being its represented by its Partner namely (1) **SRI ANANTA BAGUI (PAN:- AHOPB4013D)** son of Late Sudin Kumar Bagui, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 104, Dum Dum Road, P.O.- Ghughudnaga, P. S. - Dum Dum, Kolkata – 700 030, Dist- 24 Parganas (North), (2) **SMT. SUMITRA SAHA (PAN:- KQXPS8394J)** daughter of Sri Bhola Nath Saha, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 11/A, Anjanharh, P.O.- Ghughudnaga, P. S. - Dum Dum, Kolkata – 700 030, Dist- 24 Parganas (North), by dint of a Registered Power of Attorney it was executed before the office of Additional District Sub Registrar at Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2019, Pages – 256097 to 256116, being No.150605249 for the year 2019.

AND

M/S. JAGANNATH CONSTRUCTION (PAN:- AAPFJ1540F), a Partnership firm having its registered office at 104, Dum Dum Road, P.O.- Ghughudnaga, P. S. - Dum Dum, Kolkata – 700 030, Dist- 24 Parganas (North), being its represented by its Partner namely (1) **SRI ANANTA BAGUI (PAN:- AHOPB4013D)** son of Late Sudin Kumar Bagui, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 104, Dum Dum Road, P.O.- Ghughudnaga, P. S. - Dum Dum, Kolkata – 700 030, Dist- 24 Parganas (North), (2) **SMT. SUMITRA SAHA (PAN:- KQXPS8394J)** daughter of Sri Bhola Nath Saha, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 11/A, Anjanharh, P.O.- Ghughudnaga, P. S. - Dum Dum, Kolkata – 700 030, Dist- 24 Parganas (North), herein after Jointly referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **their** successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **SECOND PART**.

AND

SRI _____ (PAN: _____) son of _____, By Occupation - _____, By faith- Hindu, By Nationality- Indian, By Occupation- Retired, Residing at _____, _____, P.O.- & P.S.- _____, Kolkata-700_____, Dist- North 24 Parganas, West Bengal hereinafter referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **his/his/their** successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **THIRD PART**.

The Promoter and Purchaser shall hereinafter collectively be referred to as the Parties" and individually as a "Party"

BACK GROUND:

WHEREAS, after the partition of India in 1947 A.D., a large number of residents of the former East Pakistan (Now Bangladesh) crossed over and came to territory of the state of West Bengal from time to time due to force of circumstances beyond their control and a considerable number of such immigrants were compelled by circumstances to use vacant lands in urban areas surrounding Kolkata for their own homestead purpose.

AND WHEREAS one Makhani Bala Saha, wife of Late Hira Lal Saha Now deceased occupied a piece of or parcel vacant land admeasuring 2 (Two) Cottaha 10 (Ten) Chittacks sq. ft. be the same a little more or less, lying and situated at Mouza – Kalidaha, Parts of E.P. No. 19, S.P. No. 24, C.S. Plot No. 19 (P), J. L. No. 23, P.S.- Dum Dum, within the Jurisdiction of the Sub-Registration Office of Cossipore Dum Dum, District North 24 Parganas, (morefully described in Schedule hereunder written) and built a house or hutment, out of their own money, in or over the said land and, such land with house or hutment built thereon was then known as "Kunja Mallick Bag Colony" within the jurisdiction of the South Dum Dum Municipality.

AND WHEREAS, the Government of West Bengal, approached by several such refugees from the said former East Pakistan formulated a scheme for re-settlement and rehabilitation of such refugees on the respective piece of urban vacant land, occupied and used for homestead purposes by each of such displaced persons and, in implementation of such scheme, the State Government of West Bengal acquired lands for distribution amongst such occupiers.

AND WHEREAS, in pursuance of the said scheme, the Deputy Director, Development, Refugee Relief and Rehabilitation Directorate, Government of West Bengal, acting under authority of the Governor of the State of West Bengal, executed on the 28th day of September, 1988 A.D. by dint of a DEED OF GIFT, registered in Book No.1, Volume No. 51, Pages 101 to 104, Being No. 4301 for the year 1988, at the Office of Additional District Registrar Barasat, North 24 Parganas, in favour of the Makhani Bala Saha by way of absolute Gift-gave, granted and transferred unto them all that piece or parcel of land measuring 2 (Two) Cottaha 10 (Ten) Chittacks sq. ft. be the same a little more or less, lying and situated at Mouza – Kalidaha, Parts of E.P. No. 19, S.P. No. 24, C.S. Plot No. 19 (P), J. L. No. 23, P.S.- Dum Dum, within the Jurisdiction of the Sub-Registration Office of Cossipore Dum Dum, District North 24 Parganas, to have and to hold the said piece and parcel of land as homestead land or howsoever otherwise the said land, hereditaments and premises being butted and bounded as described therein the said 'Deed of Gift' together with all ways paths, passages, easements, appurtenants, privileges and appendages thereto, to the use of the said Makhani Bala Saha forever with covenants that they may and shall at all times peaceably and quietly possess and enjoy the said land subject to the condition that they will not have the right to double transfer or alienate the said land and without obtaining prior written permission within a period of 10 (ten) years from the date of the said Deed of Gift.

AND WHEREAS the said Makhani Bala Saha died on 29th day of July, 1996 intestate leaving behind her three sons namely Sri Himangshu Saha, Sri Nani Gopal Saha, Sri Monoranjan Saha and Five daughters namely Sefali Saha, Kamala Saha and Anjana Saha, Jaya Saha and Rani Saha as her legal heirs and successors as per Hindu Succession Act- 1956 and said Sri Himangshu Saha, Sri Nani Gopal Saha, Sri Monoranjan Saha, Sefali Saha, Kamala Saha and Anjan Saha, Jaya Saha and Rani Saha became the owners of undivided 1/8th Share each of entire property left by Makhani Bala Saha.

AND WHEREAS the said one son of Makhani Bala Saha namely Himangshu Saha died on 15th day of June, 1979 intestate leaving behind her widow namely Bedana Saha, two sons namely Bablu Saha, Sujan Saha, and three daughter namely Binu Saha, Rina Saha and Biva Mondal as his legal heirs and successors as per Hindu Succession Act- 1956, thereafter Bablu Saha, Sujan Saha, Binu Saha, Rina Saha and Biva Mondal Saha became the owners of undivided 1/48th Share each of entire property morefully and particularly mentioned first schedule mentioned property.

AND WHEREAS the said one daughter of Makhani Bala Saha namely Kamala Saha died on 25th day of May, 2016, intestate leaving behind her two sons namely Sambhu Saha, Bholaram Saha and two daughters namely Alo Rani Saha, Doli Dutta, as her legal heirs and successors as per Hindu Succession Act- 1956, thereafter Sambhu Saha, Bholaram Saha, Alo Rani Saha, Doli Dutta, became the owners of undivided 1/32th Share each, entire property morefully and particularly mentioned first schedule mentioned property.

AND WHEREAS the said one daughter of Makhani Bala Saha namely Rani Saha died on 30th day of March, 1989, intestate leaving behind her three sons namely Nibasis Saha, Debasis Saha, Jhantu Saha and one daughter namely Shila Kar, as her legal heirs and successors as per Hindu Succession Act- 1956, thereafter Nibasis Saha, Debasis Saha, Jhantu Saha, Shila Kar, became the owners of undivided 1/32th Share each, entire property morefully and particularly mentioned first schedule mentioned property.

AND WHEREAS thereafter Bedana Saha, Bablu Saha, Sujan Saha, Binu Saha, Rina, Biva Mondal, Sri Nani Gopal Saha, Sri Monoranjan Saha, Sefali Saha, Sambhu Saha, Bholaram Saha, Alo Rani Saha, Dali Dutta, Anjan Majumder, Jaya Basak, Nibasis Saha, Debasis Saha, Jhantu Saha, Shila Kar, became the owners of the undivided share of land morefully and particularly mentioned in the first schedule herein below.

AND WHEREAS the legal heirs of the this property filled a title suit before Ld. Civil Judge (Senior Division) at sealdha being case No. 22/2002 and thereafter they mutually settle the matter and the will agreed to fill a solenama before the above court for dispose the same.

AND WHEREAS there after said owners namely Bedana Saha, Bablu Saha, Sujan Saha, Binu Saha, Rina Saha, Biva Mondal, Sefali Saha, Sambhu Saha, Bholaram Saha, Alo Rani Saha, Dali Dutta, Anjan Majumder, Jaya Basak, Nibasis Saha, Debasis Saha, Jhantu Saha, Shila Kar transferred their undivided share in respect of land **ALL THAT** piece or parcel of land admeasuring 2 (Two) Cottaha 10 (Ten) Chittacks sq. ft. be the same a little more or less along with Kancha Structure measuring 500 (Five hundred) Sq. ft. more or less, lying and situated at Mouza – Kalidaha, comprise in Parts of E.P. No. 19, S.P. No. 24, C.S. Plot No. 19 (P), J. L. No. 23, Holding No. 24, Kunja Mallick Bag Colony, Kolkata- 700030, within the local limits of South Dum Dum Municipality, ward No. 16, Police Station - Dum Dum, within

the Jurisdiction of the Sub-Registration Office of Cossipore Dum Dum, District North 24 Parganas, by dint of a Deed of Gift in favour of Sri Nani Gopal Saha, Sri Monoranjan Saha, which is morefully particularly described and mentioned in the **FIRST SCHEDULE** hereunder written (hereinafter called as the "**SAID PROPERTY**"), which Gift Deed duly registered at office of the A.D.S. R. Cossipore Dum Dum and recorded in book No. 1, Volume No. 1506-2019, Being No. 150605230 for the year 2019.

ANDWHEREAS there after Sri Nani Gopal Saha, Sri Monoranjan Saha is became the absolute owners of the property which is morefully particularly described and mentioned in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS thereafter by the said indenture Sri Nani Gopal Saha, Sri Monoranjan Saha are became the absolute owners and exclusive possessor in respect of the aforesaid property and muted their names in the concern South Dum Dum Municipality and getting Municipal Holding No. _____, Kunja Mallick Bag Colony, Kolkata- 700030 and paying tax regularly and absolutely seized and possessed of the same free from all sorts of encumbrances together with right to develop the same and to sell, convey and/or transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Vendors shall think fit and proper.

AND WHEREAS the owners herein approached to the Developer with a proposal for construction of a Multi Storied building consisting of flats and garages/Unit on the said land to which the Developer is agreed with such proposal on the terms and conditions appearing in the Development agreement dated _____, which is duly registered at office of the A.D.S.R. Cossipore Dum Dum, 24 Parganas (North), and recorded in book No. 1, Volume No. 1506-2019, Pages from 256097 to 256116, Being No. 150605249 for the year 2019.

AND WHEREAS the Developer is constructing the building on the said property consisting of several flats / Garage/Unit spaces according to the sanctioned plan sanctioned by the South Dum Dum Municipality vide plan No. 614 dated 18th day of August, 2020, which is now going on progress.

AND WHEREAS the Owners/Vendors being the party of the first part and Developer party of the second part as Developer, Confirming Party and attorney agree to sell from their **DEVELOPER ALLOCATION** and the Purchasers agree to purchase Residential Flat being Flat No "_____" on the _____ Floor, _____ (_____) Side, measuring _____ (_____) Sq. ft. more or less including super built up area of the said building at the below schedule mentioned property, more fully and particularly described in the Second Schedule hereunder written and together with proportionate share and interest on the land described in the first schedule at or for the consideration of **Rs.** _____/- [Rupees _____] only @ _____/- (Rs. _____) per sq. Ft.

Vendors/Owners and the Purchasers entered into an Agreement for Sale :: In terms and conditions of the above Agreement for Sale dated made between the Vendors/Owners herein as the First Part and the Developer herein as the Second Part and the Purchasers herein as the Third Part, the Vendors/Owners and The Developer have agreed to sell and the Purchasers has agreed to purchase the ALL THAT one self contain Flat in being Flat Vide No. **1-A**, on the **South-East** Side of the **First Floor**, measuring a super built up area of **1080** Sq.Ft. more or less of the said building including undivided impartible proportionate share or interest in the land or ground together with undivided common rights on the terrace and parapet walls, all common amenities and facilities appended thereto the said building, more fully mentioned and described in the **SECOND SCHEDULE** hereunder in the said for the total price of consideration of **Rs.** _____/- [Rupees _____] only free from all encumbrances and liabilities whatsoever.

On the request of the Purchasers, the Vendors/Owners/Developer have agreed to execute and register a Deed of Conveyance in favour of the Purchasers in respect of the said Flat mentioned herein below, of the said building including undivided impartible proportionate share or interest in land, together with undivided common rights on the terrace and parapet walls with all common amenities and facilities appended thereto the said building and premises more fully mentioned and described in the **SECOND SCHEDULE** hereunder written at or for the price or consideration money free from all encumbrances and liabilities whatsoever absolutely and forever.

TOGETHER WITH the land, whereupon or on part whereof, the same is erected and built and premises, that are part and parcel thereof, together with all rights, liberties, privileges, easements, profits and appendages, right of ingress and egress and right of air and light, that are belonging thereunto and/or reputed so to belong and all muniments of title documentation, that are in the custody, power and possession of the Vendors/Owners, relating to the demised premises and all rents, issues, profits and usufructs there from, for the Purchasers TO HAVE AND TO HOLD, the same for an indefeasible title, in fee simple, free from all encumbrances whatsoever, absolutely and forever, doth hereby covenants, with the Purchasers, that notwithstanding, any act, deed or thing done by them, or their predecessor-in-interest, they the Vendors/Owners, have in their good, rightful, power and absolute authority, to grant, sell, convey, transfer, assign and assure, the demised premises, unto the Purchasers, as is being done by this instrument and that there is no latent or

patent defect of title of the Vendors/Owners in the same, or any latent or patent defect of title of the Purchasers i.e. being obtained through this instrument and further that there is no clog on the title of the Vendors/Owners and further there is no impediment, or bar for the Vendors/Owners to absolutely sell the demised premises as Vendors/Owners thereof, either under any law, or statute, or under any order of Court, or any other statutory forum, or Municipality or under any contract and the Vendors/Owners, hereby further covenant with the Purchasers, that the demised premises and every part thereof, is totally free from all encumbrances whatsoever and the Vendors/Owners hereby keeps the Purchasers sufficiently harmless and indemnified against the same and the Vendors/Owners hereby further covenant with the Purchasers, that all municipal taxes, electric bills, maintenance charges and all other outgoings, in respect of the demised premises, shall be borne by the Vendors/Owners till the month, date or quarter in which this conveyance is being executed or vacant and peaceful possession is taken, whichever is earlier, as shall be applicable and thereafter the same shall be paid by the Purchasers and the Vendors/Owners hereby further mutually covenant with the Purchasers, that the Purchasers shall be free to use, occupy, enjoy, possess and absolutely own the same, without any let or hindrance, claim, question or demand, being raised by the Vendors/Owners or any one claiming through or under them, or in trust or in equity and the Vendors/Owners further covenant with the Purchasers, that on request of the Purchasers, they will be bound to do, all and every act and to sign, execute and register if necessary, all deeds, documents, applications and papers, for more perfectly assuring the title, of and in the demised premises AND the parties doth hereby mutually covenant with one another, that all of them shall at all times in future, duly comply with all the terms and conditions contained in this conveyance.

THE VENDORS / OWNERS AND DEVELOPER DOTH HEREBY FURTHER COVENANT WITH THE PURCHASERS AS FOLLOWS: -

1. The interest which the Vendors professed to transfer, subsist and the Vendors have good, rightful power and absolute authority and indivisible title to grant, convey, transfer, assign and assure unto the Purchasers and every part or parts thereof respectively unto the Purchasers and the Vendors/Owners have not at any time hereto before done, omitted, committed, suffered or been party or privy to any act, deed or thing whereby they may be prevented from granting conveying transferring assigning or assuring the said demised premises which is morefully and specifically mentioned and/or described in the Schedule.
2. It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon the said demised premises which is morefully and specifically described in First Schedule hereunder and thus the demised premises is hereby sold, conveyed and transferred unto the Purchasers and every part thereof and to enjoy the said demised premises which is morefully and specifically described in Schedule hereunder, without any interruption claim or demand whatsoever by the Vendors/Owners or any person or persons claiming through under or in trust for the Vendors.
3. The said demised premises which is morefully and specifically described in Second Schedule is hereby sold conveyed and transferred unto the Purchasers and freed and discharged from or otherwise by the Vendors/Owners sufficiently indemnified against all and all manner of encumbrances claims and demands whatsoever caused, created, occasioned and / or made by the Vendors/Owners or any person or persons claiming or to claim through under or in trust for the Vendors/Owners.
4. The Vendors/Owners or every person or persons under or representing them, lawfully claiming any estate, right, title or interest into or upon the said demised premises which is more fully and specifically described in the Schedule hereunder, hereby sold conveyed and transferred unto the Purchasers or any part thereof through under or in trust for the Vendors/Owners shall and will at all times hereafter upon every reasonable request and at the cost of the Purchasers make, do, acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, assurances, matters and things whatsoever for the further better and more perfectly assuring the said premises unto the Purchasers or shall or may be reasonably required.
5. The Vendors/Owners promise, declare, undertake and covenant with and to the Purchasers that they shall attend and/or present themselves before any Forum and/or Court and/or Govt. Authority and/or Organization and/or statutory body including South Dum Dum Municipality, CESE for and/or on behalf of and at the request of the Purchasers in order to answer, clarify, if any question, query and / or dispute is raised by the above authorities i.e. to corroborate, pass on and/or transfer better title to, for and in favour of the Purchasers the Vendors/Owners shall attend to any authority at any time at the request of the Purchasers.
6. That the Vendors/Owners hereby undertake and indemnify to pay all dues and/or arrears till the date of execution of these presents to and for the Purchasers or vacant and peaceful possession is taken, whichever is earlier, on account of municipal taxes, levies, electricity bills etc.

7. That the Vendors/Owners are the joint, exclusive and absolute Vendors/Owners of the property and/or otherwise well and sufficiently entitled to the said property (which is morefully and specifically mentioned and/or described in the Schedule).

8. That the Vendors/Owners hereby declares, that the properties appurtenant thereto is free from all encumbrances, mortgages (including mortgage by deposit of title deeds or anomalous mortgage under the Transfer or property Act), charges, liens, lispensens, annuity, right of residence or maintenance under any testamentary disposition, settlement or other documents or under any law, debutters, wakf, trusts, benami transactions, adverse possession, attachments, decree or order including any injunction or prohibitory order, acquisition, requisition, vesting, alignment, claims, demands and liabilities of whatsoever or howsoever nature and that the Vendors/Owners have and hold clear, undisputed, undisturbed, marketable and authentic title to the same.

9. The Vendors/Owners have actual, undisturbed, undisputed, exclusive, and absolute Ownership and khas physical possession of the said premises (which is morefully and specifically mentioned and/or described in the Schedule).

10. The Vendors/Owners also declare that the entire First Scheduled property is neither affected by and/or included under any law suit and/or proceedings nor affected by and under the (Urban Land Ceiling Regulation) Act., and/or scheme related to such Act or any other Law in force for the time being.

11. The Vendors/Owners have not entered into any Agreement for Sale, Lease, License, Tenancy and or any sort of Agreement and/or Contract with any body, person and/or organization in respect of and/or regarding the Scheduled property other than the abovementioned Purchasers.

12. The Vendors/Owners have not mortgaged this Scheduled property to any person and/or organization and/or body Corporate and/or bank etc.

13. The Vendors/Owners declare that there is no Title Suit pending and/or active in any Court and/or Tribunal etc. in respect of and regarding this scheduled property.

14. The Vendors/Owners neither have received any notice for Acquisition and/or Requisition, nor any process and/or proceeding for Acquisition and/or Requisition under any law or laws for the time being in force, is active and /or pending and /or under process and/or in motion in any Court, Tribunal and/or Administrative office and offices in respect of and with regard to the Scheduled property and the area appurtenant thereto or any part or portions thereof.

15. That it is hereby further agreed that the Purchasers hereto as the absolute owners of the said flat shall have all right to sell, gift, transferred and assign the said flat in any manner and the Developer/vendors or any co-owners shall have no objection to any such transferred.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece or parcel of land admeasuring 2 (Two) Cottaha 10 (Ten) Chittacks sq. ft. be the same a little more or less along with Kancha Structure measuring 500 (Five hundred) Sq. ft. more or less, lying and situated at Mouza – Kalidaha, comprise in Parts of E.P. No. 19, S.P. No. 24, C.S. Plot No. 19 (P), J. L. No. 23,, Holding No. 24, Kunja Mallick Bag Colony, Kolkata- 700030, within the local limits of South Dum Dum Municipality, ward No. 16, Police Station - Dum Dum, within the Jurisdiction of the Sub-Registration Office of Cossipore Dum Dum, District North 24 Parganas, which is butted and bounded by :

ON THE NORTH :	Premises No. 12 Anjanganh
ON THE SOUTH :	Basanti Apartment
ON THE EAST :	12 ft wide Road
ON THE WEST :	Property of Lok Nath Saha

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of Flat)

ALL THAT piece and parcel of a Covered Garage being No. “C” on the **Ground Floor**, West **Side**, measuring super built up total area of **180** (One hundred Eighty) Sq. ft. more or less, consisting of **1** [One] Covered Room (on the basis of actual measurement) of the said building namely, on the first schedule mentioned property, along with undivided proportionate share of land and including rights of users of the common areas in the building namely **JAGANNATH CONSTRUCTION..**

THE THIRD SCHEDULE ABOVE REFERRED TO
[Common Parts and Portions]

1. The foundation columns, girds, beams, supports, main walls, corridors, lobbies, stairs, roof, stairways entrance to and exist from the building intended for common use.

2. Common rights on the passages and lobbies on the Ground Floor excepting for other saleable spaces.
3. Water pump and electrical panels, wirings, switches and all electrical installations in common portions.
4. Overhead water tank, water pipes and other common plumbing installations and pump appended therein.
5. Windows, doors, grills and other fittings of the common areas of the said premises and/or the said building.
6. Electrical machine parts, electrical wiring, motors and fittings excluding those as are installed for any particular flat or unit in the said building.
7. All drains, sewers, drainage rain water pipes, septic tank, under ground deep tube well with boring therein,
8. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said premises and/or building as are necessary for passage to or user and occupancy of the said unit or flat in common and expressly to be the common parts of the building and premises.
9. Outside Paved periphery of the building stair. Lobby, Landing, entrance can't be used for parking of Motorcycle, cycle.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Expenses]

- i.** All costs of maintenance, replacing, repairing, white washing, painting, re-building, reconstructing, decorating, re-decorating and lighting the common parts and the portions and the common areas and also the outer walls of the said building and parking spaces.
- ii.** The costs of cleaning and lighting the passage, landings, staircase and all other parts of the building including the open compound.
- iii.** Insurance premium for insuring the said building against earthquake fire, lightening, mob-damages, civil commotion etc.
- iv.** The salaries of clerks, Caretaker, sweepers, electricians, plumbers and all other persons employed for the same purpose.
- v.** All charges and deposits for supplies of common utilities to the co-owners in common.
- vi.** Municipal Taxes and other outgoing expenses those as are separately assessed on the respective flat or unit.
- vii.** Cost and charges of establishment for maintenance of the said building and for watch and ward staff.
- viii.** All litigation expenses for protecting the title of the said land and building.
- ix.** The office expenses incurred for maintenance of the office for common purpose.
- x.** Costs of establishment and operation of the Association upon its formation relating to common purposes.
- xi.** All such other expenses and outgoings as are deemed by the Vendors/Owners and/or of the Association to be necessary for or incidental thereto.
- xii.** All expenses referred to above shall be borne and paid proportionately by the co-Purchasers on and from the date of taking over the Possession of their respective flats or units but the Vendors/Owners shall be liable to bear such charges in respect of flats or units not taken by any Purchasers.

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

SIGNED, SEALED AND DELIVERED

In presence of the following

Witnesses:

1.

SIGNATURE OF TH VENDORS/OWNERS/DEVELOPER

2.

SIGNATURE OF THE PURCHASERS

MEMO OF CONSIDERATION

Received a sum of Rs. _____ /- [Rupees _____] only as full and final consideration as follows:- .

<u>DATE</u>	<u>BANK</u>	<u>BRANCH</u>	<u>CHEQUE</u>	<u>AMOUNT (Rs)</u>
TOTAL AMOUNT (Rs)				_____ /-

(_____ Only)

IN THE PRESENCE OF :

1

SIGNATURE OF THE DEVELOPER