

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and Eighteen (2018)

**BETWEEN**

**M/S. BALLYGANJ ESTATES PRIVATE LIMITED (I.T. PAN NO. AABCB 0804B)**, an existing private limited company (CIN No. \_\_\_\_\_) incorporated within the meaning of the Companies Act, 1956 having its registered office at Premises No. 220A, Rash Behari Avenue, P.S. Gariahat, P.O. Ballygunge, Kolkata 700 019, Ward No. 068, represented by one of its Directors duly authorized by virtue of a Board Resolution dated 15.02.2017, Shri Debsankar Sinha (**I.T. PAN NO. ALJPS 7014A and Aadhar No.** \_\_\_\_\_), s/o Late Parthosarathi Sinha, by faith Hindu, by occupation Businessman, by nationality Indian, residing at Premises No. 10, Nandi Street, Police Station Gariahat, P.O. Sarat Bose Road, Kolkata – 700 029, Ward No. 68, hereinafter called and referred to as the **“VENDOR/OWNER”**(which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors-in-interest, nominee(s) and/or assigns) of the **FIRST PART.**

**AND**

**MESSRS. KANISHK NIRMAN PVT. LTD. (I. T. PAN NO. AADCK 6557G)**, a Company (CIN No. \_\_\_\_\_) within the meaning of the Companies Act, 1956 having its registered office at Premises No. 5A, Earle Street, P.S. Ballygunge, P.O. Kalighat, Kolkata 700 026, represented by one of its Directors duly authorized by virtue of a Board Resolution dated 15.02.2017 Shri Vikram Sikaria (**I.T. PAN NO. ALLPS 1646L and Aadhar No.**

\_\_\_\_\_), son of Mahavir Prasad Sikaria, by faith Hindu, by occupation businessman, by nationality Indian, residing at “SILVER SPRING” 5, J.B.S. Haldane Avenue, Block 1, Flat No. 16C, P.S. Pragati Maidan, P.O. Dhapa, Kolkata 700 105, hereinafter called and referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors-in-interest, nominee(s) and assigns) of the **SECOND PART.**

**AND**

**MESSRS.** \_\_\_\_\_ **PVT. LTD (I.T. PAN NO. \_\_\_\_\_)**, a Company within the meaning of the Companies Act, 1956, having its registered office at Premises No. \_\_\_\_\_, P.S. \_\_\_\_\_, P.O. \_\_\_\_\_, Kolkata 700 \_\_\_\_\_, represented by one its Directors Shri \_\_\_\_\_ (I.T. PAN NO. \_\_\_\_\_), son of \_\_\_\_\_, by faith Hindu, by occupation \_\_\_\_\_, by nationality Indian, residing at \_\_\_\_\_, P.S. \_\_\_\_\_, P.O. \_\_\_\_\_, Kolkata 700 \_\_\_\_\_, hereinafter referred to as the **“PURCHASER(S)”** (which term or expression shall, unless excluded by or repugnant to the subject or context, include its successor and successor(s)-in-interest) of the **THIRD PART.**

**OR**

\_\_\_\_\_ (I.T. PAN NO. \_\_\_\_\_), son/wife/daughter of \_\_\_\_\_, by faith \_\_\_\_\_, by Occupation \_\_\_\_\_

\_\_\_\_\_, by nationality \_\_\_\_\_, residing at \_\_\_\_\_, P.S. \_\_\_\_\_, P.O. \_\_\_\_\_, Kolkata 700 \_\_\_\_\_, hereinafter called and referred to as the “**PURCHASER(S)**” (which term or expression shall, unless excluded by or repugnant to the subject or context, include his/her/their heirs, executors, administrators and legal representatives) of the **THIRD PART.**

**A. WHEREAS** by an Indenture duly registered in the office of the District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 06, Pages 286 to 297 and being No. 0036 for the year 1934 and made between one Doya Chand Parruck and others, therein called and referred to as the Vendors of the One Part and the Owner/Vendor herein namely Ballyganj Estates Pvt. Ltd., therein called and referred to as the Purchaser of the Other Part, the said Vendors for the consideration therein mentioned sold transferred and conveyed **ALL THAT** piece or parcel of revenue free land being part of Plot No. 5 measuring an area of about 14 Chittacks 30 Sq. Ft. a little more or less, lying at and being portion of the Municipal Premises No. 2, Fern Road, in Ballygunge, in the Suburbs of the town of Calcutta, comprised in Holding No. 30 (Old Nos. 4 and 5) and 28 (Old No. 7), in Sub-Division K, Division V, Dihi Panchanangram, Thana Ballygunge, unto and in favour of the said Purchaser.

**B. AND WHEREAS** by an Indenture duly registered in the office of the District Sub-Registrar, Alipore and recorded in Book No. I, Volume No. 45, Pages 167 to 182 and being No. 1886 for the year 1934 and made between one Doya Chand Parruck and others, therein called and referred to as the Vendors of the One Part and the Owner/Vendor

herein namely Ballyganj Estates Pvt. Ltd., therein called and referred to as the Purchaser of the Other Part, the said Vendors for the consideration therein mentioned sold transferred and conveyed **ALL THAT** piece or parcel of revenue free land being other part of Plot No. 5 measuring an area of about 10 Cottahs 05 Chittacks 02 Sq. Ft. a little more or less, lying at and being portion of the Municipal Premises No. 2, Fern Road, in Ballygunge, in the Suburbs of the town of Calcutta, comprised in Holding No. 30 (Old Nos. 4 and 5) and 28 (Old No. 7), in Sub-Division K, Division V, Dihi Panchanangram, Thana Ballygunge, unto and in favour of the said Purchaser.

- C. AND WHEREAS** the Owner/Vendor herein became the sole and absolute owner in respect of **ALL THAT** piece or parcel of revenue free land being Plot No. 5 measuring an area of 11 Cottahs 03 Chittacks and 32 Sq. Ft. a little more or less lying at and being portion of the Municipal Premises No. 2, Fern Road, in Ballygunge, in the Suburbs of the town of Calcutta, comprised in Holding No. 30 (Old Nos. 4 and 5) and 28 (Old No. 7), in Sub-Division K, Division V, Dihi Panchanangram, Thana Ballygunge, within the local limits of the Calcutta Municipal Corporation, District 24 Parganas (South) and presently within the local limits of the Kolkata Municipal Corporation and now known and renumbered as Premises No. 220A, Rash Behari Avenue, P.S. Gariahat, Kolkata 700 019, Ward No. 068, District 24 Parganas (South), Assessee No. 110682200431, more fully and particularly described in the **First Schedule** hereunder written and hereinafter referred to as the **Said Land and Premises**, free from all encumbrances, liens, charges, attachments, trusts and lispendences whatsoever and howsoever and got its names mutated and/or recorded in the records of the Kolkata Municipal Corporation in respect of the Said Land and Premises. The said Land and Premises is

earmarked for the purpose of building a Commercial project comprising of several offices **and the said Project shall be Known as “ \_\_\_\_\_ ”**.

- D. AND WHEREAS** the Developer on behalf of the Owner has obtained the final lay out plan approvals and got a plan sanctioned being Sanction Plan No. 2018080032 dated 26.07.2018 for construction of a G+III Commercial Storied building, hereinafter referred to as the SAID BUILDING, at the SAID LAND AND PREMISES.
- E. AND WHEREAS** the Vendor has entered into a Development Agreement dated 23<sup>rd</sup> October, 2018 and duly registered in the office of the Additional Registrar of Assurances I, Kolkata and recorded in Book No. I, Volume No. 1901-2018, Pages 330809 to 330857 and Being No. 190108010 for the year 2018 with M/s. Kanishk Nirman Private Limited, the Developer herein, for development of the Said Land and Premises on the terms and conditions contained therein.
- F. AND WHEREAS** the Kolkata Municipal Corporation has granted the **commencement certificate** to develop the said Project vide approval dated \_\_\_\_\_ being Registration No. \_\_\_\_\_.
- G. AND WHEREAS** the Owner/Vendor and/or the Developer has duly constructed the said buildings comprising of several office, Car Parking Spaces and Other Spaces at the ‘Said Land and Premises’ according to the said sanctioned building plan and has completed the construction and has duly obtained Completion Certificate from the appropriate authority.
- H. AND WHEREAS** the Purchaser(s) have/has taken thorough inspection of all papers and documents referred to hereinabove and have/has

made necessary searches and after having been fully satisfied in all respect including all the right title and interest of the Vendor/Owner and/or the Developer, the Purchaser(s) have/has agreed to purchase and/or acquire **ALL THAT** one Office Unit being No. \_\_\_\_ on the \_\_\_\_\_ Floor by ad-measurement containing an area of \_\_\_\_ Sq. Ft. Carpet Area and/or \_\_\_\_ Sq. Ft. Built Up Area and/or \_\_\_\_ Super Built Up Area together with right/amenities to use \_\_\_\_ covered/open car parking space on the ground floor of the Said Building for parking \_\_\_\_ medium sized car at Premises No. 220A, Rash Behari Avenue, P.S. Gariahat, Kolkata 700 019, Ward No. 068, District 24 Parganas (South), more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the **SAID PROPERTY/UNIT** for and at a total consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** and the right to use the common parts, portions, areas, facilities and amenities as fully described in the **THIRD SCHEDULE** hereunder written but subject to observing and performing the terms conditions covenants and restrictions as contained in the **FOURTH SCHEDULE** hereunder written and also subject to making payment of proportionate costs charges and expenses as mentioned in the **FIFTH SCHEDULE** hereunder written for the common repairs, maintenance and services, facilities and amenities in the said building to the Owner/Vendor and after handing over maintenance by a written agreement to the Association/Society, to the Association/Society of the Buyers/Owners of different units in the said building, to be formed by the Owner/Vendor.

- I. AND WHEREAS** any terms or conditions, contrary to this Deed of Conveyance, agreed or offered orally and /or in writing or through

brochure/media in between or among the parties hereto shall be deemed to have been waived, modified, rectified and/or amended.

**NOW THIS INDENTURE WITNESSETH** that in pursuance to the aforesaid Agreement and in consideration of the said sum of **Rs.** \_\_\_\_\_/- **(Rupees \_\_\_\_\_ only)** paid by the Purchaser(s) to the Owner/Vendor and/or the Developer herein, the receipt whereof the Owner/Vendor and/or the Developer herein doth hereby and also by the receipt hereunder written admit and acknowledge to have received and of and from the same and every part thereof the Owner/Vendor and/or the Developer herein doth hereby release acquit exonerate and discharge the Purchaser(s) and the Said Property hereby conveyed and the Owner/Vendor and/or the Developer herein, doth hereby grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser(s) **ALL THAT** Unit No. \_\_\_ on the \_\_\_ floor measuring about \_\_\_\_\_ Sq. Ft. Built up area and/or \_\_\_\_\_ Carpet Area and/or \_\_\_\_\_ Sq. Ft. Super built up area and right/amenities to use \_\_\_\_\_ open/covered car parking space on the ground floor for parking of \_\_\_\_\_ medium sized car at Premises No. 220A, Rash Behari Avenue, P.S. Gariahat, Kolkata 700 019, Ward No. 068, District 24 Parganas (South), more fully and particularly described in the **SECOND SCHEDULE** hereunder written and together with right to use the common parts, portions, areas and facilities as mentioned in the **THIRD SCHEDULE** hereunder written but subject to observing and performing the terms,



conditions, covenants and restrictions as contained in the **FOURTH SCHEDULE** hereunder written and also subject to making payment of proportionate cost charges and expenses as mentioned in the **FIFTH SCHEDULE** hereunder written and all rights, lights, liberties, easements, privileges, appendages, paths, passages, drains, sewers, water courses, structures, fixtures, tenements, premises and hereditaments belongings to or in any way appertaining to the Said Property and every part thereof or usually held or enjoyed therewith unto and to the use of the Purchaser(s) herein absolutely and forever and the reversion or reversions, remainder or remainders and the rents issues and profits of and in connection with the Said Property and the Owner/Vendor and/or the Developer doth hereby deliver possession of the said property unto the Purchaser(s) and the Owner/Vendor and/or the Developer doth hereby covenant with the Purchaser(s) that **NOTWITHSTANDING** any act, deed, matter or thing by the Owner/Vendor and/or the Developer and/or their/its predecessor-in-interest done, omitted, executed or knowingly or willingly permitted or suffered or has been party to any act or contract to the contrary, the Owner/Vendor and/or the Developer hath good right, full power and absolute authority and indefeasible right, title and interest to grant, sell, transfer, convey, assign and assure the Said Property and every part thereof unto and to the use of the Purchaser(s) absolutely and forever.

**THAT** the Owner/Vendor and/or the Developer doth hereby further covenant with the Purchaser(s) that the Said Property hereby granted, sold, transferred, conveyed, assigned or expressed or intended so to be and every part thereof is free from all encumbrances, attachments, liens, charges, lispendences and trusts whatsoever and howsoever without any manner or condition, use trust encumbrance or other things whatsoever to alter defeat encumber or make void the same and the Purchaser(s) shall and will at all times hereafter possess and enjoy the Said Property and shall be entitled to claim, demand and shall receive all rents issues and profits thereof and there from without any lawful eviction, interruption or interference claims, demands whatsoever or howsoever from or by the Owner/Vendor and/or the Developer or any other person or persons lawfully or equitably claiming through under or in trust for the Owner/Vendor and/or the Developer and further that the Owner/Vendor and/or the Developer shall and will at all times and from time to time hereafter at the request and costs of the Purchasers make, do, acknowledge, execute and register or cause to be made, done, acknowledged, executed and registered all such other and further acts deeds matters and things for further better and more perfectly assuring the Said Property and every part thereof unto and to the use of the Purchasers and the Owner/Vendor and/or the Developer shall and will at all times hereafter indemnify save and keep the Purchasers indemnified against all actions, losses, claims, demands, liens, charges, lispendences,

attachments, whatsoever or howsoever in respect of the Said Property in these presents.

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

**ALL THAT** piece or parcel of revenue free land being Plot No. 5 measuring an area of 11 Cottahs 03 Chittaks and 32 Sq. Ft. a little more or less lying at and being portion of the Municipal Premises No. 2, Fern Road, in Ballygunge, in the Suburbs of the town of Calcutta, comprised in Holding No. 30 (Old Nos. 4 and 5) and 28 (Old No. 7), in Sub-Division K, Division V, Dihi Panchanangram, Thana Ballygunge, within the local limits of the Calcutta Municipal Corporation, District 24 Parganas (South) and presently within the local limits of the Kolkata Municipal Corporation and now known and renumbered as Premises No. 220A, Rash Behari Avenue, P.S. Gariahat, Kolkata 700 019, Ward No. 068, District 24 Parganas (South), Assessee No. 110682200431 and butted and bounded in the following manner:-

- On The North** : **Partly by Premises No. 220B, R. B. Avenue, Kolkata and Partly 103 Ft. wide K.M.C. Road**
- On The South** : **Partly by Premises No. 1/4, Fern Road and Partly by Fern Road, Kolkata**
- On The East** : **Partly by Premises No. 222/1, R.B. Avenue and partly by 1/3, Fern Road, Kolkata**
- On The West** : **Partly by Premises No. 220B and 220C, R. B. Avenue and partly by 1/4, Fern Road, Kolkata**

**THE SECOND SCHEDULE ABOVE REFERRED TO  
(THE SAID PROPERTY)**

**ALL THAT** piece and parcel of Unit No. \_\_\_\_\_ measuring an area of \_\_\_\_\_ Sq. Ft. Carpet Area and/or \_\_\_\_ Sq. Ft. Built Up Area and/or \_\_\_\_\_

Sq. Ft. super Built up area on the \_\_\_\_\_ Floor of the said building lying and situate at Premises No. 220A, Rash Behari Avenue, P.S. Gariahat, Kolkata 700 019, Ward No. 068, District 24 Parganas (South), together with right to use common parts, portions, areas and facilities and right/amenities to use \_\_\_\_\_ open/covered car parking space on the ground floor of the said building. The said unit and car parking space has been shown and delineated in the map or plan annexed hereto and bordered "RED" thereon.

**THE THIRD SCHEDULE ABOVE REFERRED TO  
(COMMON PARTS AND FACILITIES)**

1. The Entrance Lobby and the Lobbies on each floor and the staircases from ground floor upto the top floor.
2. Overhead and Underground Water Reservoirs, Water Pump and the Distribution Pipes.
3. The Lift and the equipments and the Lift Machine Room.
4. Electrical wirings and fittings and fixtures for lighting the staircases, lobbies and other common portions and for operating the lift and pump and other equipments meant for common use.
5. The outer walls of the building including all projections and elevation. The boundary walls and the main gates.
6. The driveways on the ground floor excluding the side spaces to be allotted for parking of cars and for other specified purposes. The common spaces on the ground floor has been shown and delineated in the map or plan annexed hereto and bordered "GREEN" thereon.

7. Electric meter room, security guard's room, notice board and places for other facilities and purposes as may be provided by the Owner/Vendor for common use.
8. Such other equipments, machineries and facilities as may be provided by the Owner/Vendor for common use.

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(PURCHASER'S COVENANTS CONDITIONS  
STIPULATIONS AND RESTRICTIONS)**

1. That the purchaser shall not cause any obstruction or interruption in the construction of the Said Building or any part of the Said Building or any other parts of the Said Land nor shall claim any right whatsoever on or over the neighboring or adjacent flat/unit/ or any other area in the said building and/or the said land.
2. That simultaneously with the delivery of possession, the Purchaser has satisfied himself/themselves in all respect and all the liabilities of any nature whatsoever of the Owner/Vendor for any defect in any work of construction of the said unit or the building or relating to quality, quantity and materials used for construction shall stand ceased. If any addition or alteration or changes is required to be done relating to the said building at the instance of the Government, Municipality or any other public or statutory authority or the architect

or the company and/or holding organization and/or society the same shall be carried out by the purchaser at his/her/its own cost in co operation with the other occupiers. The purchaser shall at his/her/its own cost, maintain the said unit in good condition, state and order and shall abide by all rules and regulations and bye-laws of the Government, Municipality and/or other authorities and local bodies including those as may be framed by the Owner/Vendor and/or the Holding Organization and/or Society.

3. That the purchaser shall neither be entitled to dispute in any way nor claim any amount on account of any bad workmanship or inferior quality of the materials used in the said building nor on account of any constructional defects in the said building or in the said unit.
4. That the Purchaser shall observe all rules regulations bye Laws framed from time to time by the Owner/Vendor and/or the Developer and/or Holding Organization for common purposes.
5. That the Purchaser shall pay all costs incurred by the Association/ Owner/Vendor for complying with the statutory requirements in respect of the said building and all other statutory dues payable in respect of the said building and the land and all litigation expenses incurred for the common purposes.

6. That the Purchaser shall make all deposits and shall pay all expenses incurred for electricity and other utilities consumed at the said unit.
7. That the Purchaser shall make the said payments and/or deposits within 7<sup>th</sup> day of each month for which the same shall become due in case of monthly payment and otherwise within 7 days of the Owner/Vendor's and/or the Holding Organization's demand.
8. That from here onwards, month by month and every month, the Purchaser shall pay to the Owner/Vendor, proportionate amount of costs, charges and expenses as mentioned in the FIFTH SCHEDULE hereunder written for the maintenance of the common portions and facilities, irrespective of the fact as to whether the common portions or facilities have been used by the Purchaser(s) or not. All maintenance related common letters/notices shall be affixed on the notice board and the same shall be deemed to be a good service upon the purchaser.
9. That all rates and taxes of whatsoever nature levied on the said unit shall be borne, paid and discharged by the purchaser and until the said unit is separately assessed, the purchaser shall pay the proportionate rates and taxes of whatsoever nature under any Act to the Owner/Vendor who shall pay the same to the concerned authorities.

10. That the Purchaser shall at all times permit the Owner/Vendor and/or the Association with or without its engineer and workmen during reasonable hours to enter into upon the said unit and all other portions of the building for the purpose of making, repairing rebuilding and for any other purpose as may be deemed necessary by the Owner/Vendor.
11. Any indulgence given or shown by the Developer/Association in enforcing the terms for payment of maintenance charges or any forbearance or giving any time shall not be construed as a waiver on the part of the Developer or Association of any breach or non-compliance thereof by the purchaser nor the same shall in any manner be prejudicial to the rights of the Developer/Association and in the event of non-payment of maintenance charges or other deposits or dues, the Developer/Association reserves the right to withhold or disconnect utilities example water, drainage, use of lift etc and the same shall be reconnected upon payment of entire dues.
12. The Owners/Vendors and/or the Developer shall be entitled to make any additional or further construction on the roof or any other portion of the Land and Premises (excluding the area of the unit hereby sold) irrespective of the fact that during such construction there may be some inconvenience and disruption of the common services and may



sell assign transfer or deal with the same as they may deem fit and proper and realise and appropriate the sale proceeds or other consideration therefor and the Purchaser shall not be entitled to raise any objection and doth hereby give consent for the same.

- 13.** In case by the time the said unit is separately mutated in the name of the purchaser, the Owners/Vendors and/or the Developer shall not be obliged to take further consent for such additional construction and/or sanction and/or regularization.
- 14.** In the event of any additional construction is made as aforesaid, the undivided variable impartible proportionate share in the land of the Purchaser shall stand varied and reduced to such extent but the Purchaser shall not be entitled to claim any damages, consideration, compensation or any amount for such reduction in undivided proportionate share in land.
- 15.** The Owner/Occupier/Purchaser of the said additional constructed area shall be entitled to become the member of the Association upon its formation and enjoy all existing common facilities and services as will be enjoyed by all other purchasers of the building and similarly shall be liable to pay proportionate maintenance charges to the Vendor/Developer and/or the Association.

**16.** That the Purchaser shall not:

- i) Change the nature and character of the said unit by shifting or demolishing the interior walls, kitchen bath and privy.
- ii) Use the said unit in such manner or commit any act which may in any manner cause nuisance or annoyance to the other Buyers and/or owners and/or occupiers of the units in the said building and/or the neighboring properties.
- iii) Use the said unit or permit the same to be used for any purpose other than for residential purpose for which the same is meant and has been sanctioned by the Corporation and/or other authorities.
- iv) Allow the storage of any goods, articles or things in the staircase lobbies or other common parts of the said building or any portion thereof
- v) Shift or cause to be shifted any window and shall not open any new/additional windows without the consent in writing of the Owner/Vendor.
- vi) Bring or keep or store any inflammable or combustible goods, articles and things in or upon the said unit, except as may be required for domestic purposes.

- vii) Decorate the exterior of the said unit otherwise than in the manner the said unit will be delivered.
- viii) Display or put up any neon sign or other sign board on the outer walls of the said unit or any part of the said building without the consent of the Owner/Vendor / Association in writing.
- ix) Prevent or obstruct the Owner/Vendor / Association from erecting hoarding or other boards on the outer walls or roof of the said building.
- x) Throw or accumulate or permit the throwing or accumulating of any dirt rubbish or other refuses in the said unit or in any portion of the said building.
- xi) Claim partition or sub-division of the said land or the common parts of the said premises and/or the said building.
- xii) Carry on any obnoxious, nuisance, offensive, illegal or immoral trade or activities in the said unit or in any portion of the said building including the common parts.
- xiii) Use and permit the said unit to be used for any Hotel, Nursing Home, Brothel, Manufacturing or Processing Work, Hobby Center or Guest House or coaching centre.

- xiv) Paint on the outer grills, windows, doors and verandah with any other color except the color as recommended by the Owner/Vendor to have a better look in the entire building and premises.
- xv) Change the design or look of grills and windows in the said unit.
- xvi) Change name of the building, under any circumstances, even after handing over of the building in all respect including the maintenance thereof to the Owners/Purchasers/Occupiers/Association.
- xvii) In case the purchaser agrees to acquire the right/amenities to use car parking space, the purchaser doth hereby agrees and covenants as follows:
  - a) That the purchaser shall not be entitled to make any construction of any nature whatsoever in and around the said car parking space.
  - b) That the said car parking space shall always be used only for the purpose of parking cars of the purchaser and his staff alone and not for any other purposes whatsoever.
  - c) That the purchaser shall not be entitled to cover and/or make any boundary wall around the said car parking spaces and the purchaser shall have to allow free ingress and egress to the

persons who have been allotted and/or given car parking spaces around the said car parking spaces.

- d) That the purchaser shall not be entitled to let out or transfer the said car parking spaces to any outsider except to the Unit holder of the same building. And once the Association of the Flat Owner is formed, only with the written consent of the Flat Owners Association.
- e) That the specific car parking spaces for the purchaser has been identified and earmarked.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**COMMON EXPENSES:**

1. The expenses for maintenance, operating, white washing, painting, repairing, changing or replacing or shifting, redecorating, cleaning and lighting all the common portions including lift, generator, if any, common bath rooms, the outer walls of the building, parking spaces, boundary walls, stair case, roof, main gate and all other spaces for common use.
2. The expenses for maintenance, cleaning, changing replacing and/or shifting all types of pipes connections and other services under the building to be used for common purposes.
3. The expenses for supplying, providing purchasing, maintaining, renewing, replacing, repairing and keeping in good and serviceable order and condition all appurtenances fixtures and fittings, bins,

receptacles, tools, appliances, materials and other things which the Association may deem desirable or necessary for the maintenance upkeep or cleanliness of the building.

4. The cost of running generator, if any, and its repairing and replacement of the parts or complete replacement as may be required from time to time.
5. The cost of periodically inspecting, servicing, maintaining and insuring (save in so far as insured under other provisions hereto) the lift, lift shaft, stand by generator, if any, electrical and mechanical equipments and other apparatus, plants and machinery in the building.
6. The cost of supply of electricity, oil and/or fuels for all purposes in connection with the common parts and the provisions of services referred to herein.
7. The cost of employing such staff as durwans, sweepers and other staffs on pay roll or on contract basis as the Association may in its absolute discretion deem necessary for the performance of the duties and services in and about the building. The said duties and services and all other incidental expenditure in relation to such employment (including but without limiting the generality of such provisions), the payment of the statutory and such other insurance health pension welfare and other payments contribution taxes and premiums and the

cost of entering into any contract for carrying out of all or any of the said duties and services that the Owner/Vendor /Association may at its absolute discretion deem desirable or necessary and the provisions of uniform working clothes tools appliances cleaning and other materials and equipments for the proper performance of their duties and for the general management security maintenance and cleanliness of the building and all parts thereof.

- 8.** The cost of maintaining corridors, common lights and its electricity consumption charges.
- 9.** All rates, charges, assessments, impositions and other outgoings payable by the Association in respect of all parts of the building not exclusively or ordinarily occupied by the Purchaser or any person claiming through including residential accommodation for caretakers, engineers and other staff employed in connection with the building and any water rates and taxes paid by the Association in respect of the said building.
- 10.** All costs incurred by the Owner/Vendor /Association for complying with the statutory requirements in respect of the building and all other statutory dues payable in respect of the said building and the land and all litigation expenses incurred for the common purposes.
- 11.** All or any other expenses incurred by the Association and/or the Owner/Vendor for services provided by the Association and/or the

Owner/Vendor from time to time and at all times for common purposes and not expressly mentioned herein.

12. All other expenses for maintaining, repairing, changing, replacing, shifting redecorating cleaning etc. as may be incurred by the Association for common parts portions and facilities.
13. All premium/charges and expenses for insurance of land, building and other common parts and equipments including generator etc. (if any).

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

**SIGNED SEALED AND DELIVERED BY  
THE OWNER/VENDOR ABOVE NAMED  
AT KOLKATA IN THE PRESENCE OF:-  
WITNESSES:-**

1)

\_\_\_\_\_  
**(OWNER/ VENDOR)**

2)

**SIGNED SEALED AND DELIVERED BY  
THE DEVELOPER ABOVE NAMED AT  
KOLKATA IN THE PRESENCE OF:-  
WITNESSES:-**

1)



\_\_\_\_\_  
(DEVELOPER)

2.

**SIGNED SEALED AND DELIVERED BY  
THE PURCHASER ABOVE NAMED AT  
KOLKATA IN THE PRESENCE OF:-**

**WITNESSES:-**

1)

\_\_\_\_\_  
(PURCHASER)

2)

**MEMO OF CONSIDERATION**

**RECEIVED** from the within mentioned Purchaser the within mentioned sum of  
**Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only** being the entire consideration  
money as per memo below:-

<b>BANK NAME</b>	<b>CHEQUE NO./ PAY ORDER</b>	<b>DATE</b>	<b>FAVOURING</b>	<b>AMOUNT</b>
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**WITNESSES:**

1.

2.

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**OWNER/DEVELOPER**