

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this _____ day of _____,
Two Thousand Nineteen (2019)

B E T W E E N

1. **SM. NANDINI MUKHERJEE** daughter of late Ajay Lal Mukherjee
 2. **SM. ILA ROY** wife of Sri Dipankar Roy and daughter of late Ajay Lal Mukherjee
 3. **SRI. KAUSTUBH LAL MUKHERJEE** son of late Ajay Lal Mukherjee
- Nos. 1 to 4 all by faith Hindu by occupation landholders by nationality Indian and all of 184, Shibpur Road, P.S. Shibpur, Howrah-711102 (represented by their constituted attorney Sri Anjani Kumar Mishra son of Late Raj Narayan Mishra a Hindu businessman residing at CG-82, Sector-II, P.S. South Bidhan Nagar, Salt Lake City, Kolkata – 700 091, hereinafter jointly called and referred to as the “**VENDORS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

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PARAMOUNT APPARTMENTS PVT. LTD., a Company incorporated under the Companies Act, 1956 having its Registered Office at 6 Church Lane, 1st floor, Police Station Hare Street, Kolkata - 700001 and

represented by its Director Sri Santosh Kumar Mishra son of Sri Anjani Mishra residing at CG – 82, Sector – V, Salt Lake City, Police Station – Bidhannagar, Kolkata – 700091, hereinafter called and 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, successors-in-office, administrators, legal representatives and assigns) of the **SECOND PART**.

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hereinafter jointly called and referred to as the “**PURCHASER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS the (Owners) is/are the absolute and lawful owner of land totally admeasuring 73 Cottahs 08 Chatacks and 36 Sq. Ft. be the same a little more or less situated at comprised in the amalgamated premises No. 184, Shibpur Road, Howrah formed by amalgamation of premises No’s.185/186, 180/184, 185/186/1, 185/186/2, 185/186/3, 185/186/5, 184, 182/184, Shibpur Road, within the Howrah Municipal Corporation ward No.37, Borough No. IV, P.S. Shibpur, Mouza Shibpur, Registry and Sub-Registry Office Howrah, District Howrah in the state of West Bengal, (“Said Land”) vide heredity succession as detailed below :

AND WHEREAS one Subodh Lal Mukherjee since deceased was absolutely seized and possessed of as the sole and absolute owner, certain properties within the District of Howrah and he died intestate on

December 28, 1979 leaving behind his last will and testament dated October 18, 1966 which was duly probated by Ajoy Lal Mukherjee who was appointed as the sole Executor on June 23, 1988 in probate Case No. 275 of 1980 of the Learned District Delegate at Howrah.

AND WHEREAS in terms of the said duly probated will of Subodh Lal Mukherjee and consequential to the death of his widow, the said Ajoy Lal Mukherjee became the sole owner and exercised all right of sole ownership in respect of, inter alia, several contiguous premises which have subsequently been all amalgamated and made into a single premises and allotted premises No. 184, Shibpur Road, Howrah by the Howrah Municipal Corporation and during his life time the said Ajoy Lal Mukherjee exercised all right of absolute ownership in respect of properties which have now been amalgamated into the said premises No. 184, Shibpur Road, Howrah without any let hindrance claim question or demand being raised by anybody in this behalf.

AND WHEREAS the said Ajoy Lal Mukherjee died intestate on 06.12.2003 leaving behind him surviving the four Vendors herein as his intestate successors who thus became the owners of the said property which is now amalgamated into 184, Shibpur Road, Howrah in its entirety and also jointly stepped into the shoes of the said Ajoy Lal Mukherjee.

AND WHEREAS a terms of settlement was finalized within Vendor's and Developer being A.P. No. 290 of 2007 on or about September 30, 2008 at

Hon'ble High Court, Kolkata and the terms contained in the said terms of settlement enabled the developer to proceed with the development project.

AND WHEREAS the said terms of settlement specifically provided that out of the total constructed area of the presently amalgamated premises No. 184, Shibpur Road, Howrah the Vendors pursuant to their owners' allocation would obtain 40% of the constructed area which has been provided by the Developer firstly in a complete separate independent and fully finished building which was designated as block "A" and secondly the balance area has been provided in Block "G" and some area in Block "F" as shown in the said sanctioned plan and the entire constructed area apart from the owners' allocation as stated therein could be exploited by the developer.

AND WHEREAS the said terms of settlement has not been challenged varied or modified in any manner whatsoever and the same is still in full force and is effective.

AND WHEREAS by virtue of the said Terms of Settlement and power granted by the Owner's in favour of Sri Anjani Kumar Mishra, one of the Director of Developer company, the Developer alone have the sole and exclusive right to sale the Flat/Unit/Car Parking Space/Roof and other Covered Space in the SAID BUILDINGS to be constructed by the Promoter/Developer on the SAID LAND and to enter into Agreement/s

with the intending Purchaser/s of the Flat/Unit/Car Parking Space/ Roof and other Spaces of the SAID BUILDINGS TOGETHER WITH undivided variable impartible indivisible proportionate share or interest in the Land and to receive all the sale price in respect thereof.

AND WHEREAS the said Smt. Ashoka Mukherjee died intestate on 07.07.2019 leaving behind her surviving her only son Sri Kaustubh Lal Mukherjee and two daughters namely Nandini Mukherjee and Smt. Ela Roy as her three intestate successors as per Hindu Succession Act, who jointly stepped into the shoes of the said Ashoka Mukherjee since deceased and now became only three joints owners of the entire property being Premises No. 184, Shibpur Road, Police Station Shibpur, Dist Howrah, Pin -711102.

AND WHEREAS the three owners have now jointly given a Development Power of Attorney to M/S. **PARAMOUNT APARTMENTS PVT. LTD.**, dated 24.07.2019 being No. 4122 represented by its Director Sri Santosh Kumar Mishra son of Sri Anjani Kumar Mishra, to change the nature and character of the said property and to sell the portions of the new constructed building thereupon and for other reason and/or reasons as recited therein in regards to the Premises No. 184, Shibpur Road, Police Station Shibpur, District Howrah, Pin -711102.

AND WHEREAS by virtue of the said Terms of Settlement and Development Power of Attorney granted by the Vendor's in favour of M/S. PARAMOUNT APARTMENTS PRIVATE LIMITED represented its Director SRI SANTOSH KUMAR MISHRA the Developer alone have the sole and exclusive right to sale the Flat/Unit/Car Parking Space/Roof and other Covered Space in the SAID BUILDINGS to be constructed by the Developer on the SAID PREMISES and to enter into Agreement/s with the intending Purchaser/s of the Flat/Unit/Car Parking Space/ Roof and other Spaces of the SAID BUILDINGS TOGETHER WITH undivided variable impartible indivisible proportionate share or interest in the Land and to receive all the sale price in respect thereof.

AND WHEREAS the said land is earmarked for construction of a commercial / residential project, comprising 6 (six) multistoried apartment buildings comprising of one G+7, one G+5, three G+4 and one G+3 structured buildings and the said project shall be known as "City Garden - Mandirtala". Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

AND WFEREAS the Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which Project is to be constructed have been completed.

AND WHEREAS the Howrah Municipal Corporation has granted the commencement certificate to develop the Project vide its approval dated Bearing registration no.;

AND WHEREAS the promoter/developer has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from Howrah Municipal Corporation. The promoter/ developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

AND WHEREAS the Promoter/ Developer has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____ .

AND WHEREAS The Purchaser has applied for an apartment in the Project vide application no. Dated and has been allotted apartment no. Having carpet area of Square feet, type, on Floor in Block no. ("Building") along with garage/covered parking no. admeasuring square feet in the Ground Floor of Block _____ , as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);

AND WHEREAS the Parties have gone through all the terms & conditions set out in Agreement for Sale Dated _____ and understood the mutual rights and obligations detailed herein and also all right title and interest of the Vendor / Developer (including those to be and remain excepted reserved unto the Vendor / Developer). Both the parties has agreed not to raise any objection or dispute whatsoever or howsoever over and in respect thereof in future.

AND WHEREAS the parties do hereby record into writing the terms and conditions applicable to the sale of the Designated Unit and the Appurtenances by the Developer/Vendor to the Purchaser.

AND WHEREAS the Developer has agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase from the Developer and/or Vendor ALL THAT residential Flat/Unit No. ____ containing a super built-up area of _____ Sq.ft. more or less and having a Built-up area of _____ Sq.Ft. more or less, situated on the _____ floor of Block _____ along with garage/covered parking no. admeasuring square feet in the Ground Floor of Block ____ which is constructed at a portion of the Premises No.184, Shibpur Road, Howrah-711102, within the limits of the Howrah Municipal Corporation Ward No. _____more fully described in the Second Schedule hereunder written, at or for a total

consideration of Rs. _____ (Rupees _____)
only free from all encumbrances.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In pursuance to the agreement for Sale dated and in consideration of the payment of sum of **Rs..... (Rupees)** as the total Consideration paid by the Purchaser to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser) paid on or before the execution of these presents, the Vendors and the Developer do hereby sell, transfer and convey unto and in favour of the Purchaser herein **ALL THAT Flat** being no. _____ on the _____ **floor** of the said G + _____ Storied building , measuring an area of _____ **Sq. ft.** be the same a little more or less, morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and/or given **TOGETHER WITH** undivided, impartiable, proportionate, variable and singly not transferable share in the land contained in the Said Premises attributable to the said flat hereinafter collectively referred to as the **SAID FLAT OR HOWSOEVER OTHERWISE** the said flat now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished and **TO HAVE AND TO HOLD** the

said flat hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the purchaser and the Owners/Vendors shall and will from time to time and at all times hereafter at the request and costs of the purchaser made do and execute all such acts, deeds, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assuring and assigning the said flat hereby granted, transferred, sold, conveyed assigned, assured and the Purchaser will and shall pay all rates and taxes and shall hold, possess and enjoy the said flat as an absolute owner thereof and the Purchaser shall be entitled to the rights, benefits and privileges as described in the **THIRD SCHEDULE** hereunder and as attached to the said flat and shall abide by the covenants as described in the **FOURTH SCHEDULE** hereunder.

THE OWNERS/VENDORS COVENANT WITH THE PURCHASER AS FOLLOWS:-

1. The Purchaser may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the Said flat and premises hereby conveyed with its appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners/Vendors and the Developer herein or their successors or any of

them or by any person or persons claiming or to claim, from, under or in trust for him or any of them.

- 2.** The Purchaser shall hold the Said flat freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners/Vendors and the Developer herein and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners/Vendors and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
- 3.** The Purchaser shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners/Vendors or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser under the terms of this conveyance.
- 4.** The Purchaser's undivided proportionate interest is impartible in perpetuity.
- 5.** The Owners/Vendors and the Developer herein and all persons having or claiming any estate, right, title or interest in the Said flat and premises hereby conveyed or any part thereof by, from, under or in trust for the Owners/Vendors or their heirs, executors, administrators or any of them shall and will from time to time and at all times

hereafter at the request and costs of the Purchaser do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser in the manner aforesaid as by the Purchaser, his heirs, executors or administrators and assigns shall be reasonably required.

THE PURCHASER COVENANTS WITH THE OWNERS/VENDORS AS FOLLOWS:-

1. The Purchaser shall not use or permit the use of any part or portion of the said flat for any other purpose other than lawful commercial purpose. However, the Purchaser shall be responsible and liable at all times to run and carry on commercial activities from the said flat after obtaining all necessary and applicable Licenses, Registrations, Clearances etc., as per the existing applicable law. This will however not make the Owners/Vendors and the Developer herein responsible or liable in any manner for any unauthorized / illegal use by any owner / occupier.
2. The Purchaser shall be liable to draw the electric lines / wires from the meter place to the Said flat only through the duct and pipes provided therefore, ensuring that no inconvenience is caused to the other co-owners who shall occupy the Building. The main electric

meter shall be installed only at the common meter place in the ground floor of the Building. The Purchaser shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the Building.

THE VENDOR/DEVELOPER'S EXCLUSIVE AREAS AND ENTITLEMENTS :

1.1 Notwithstanding anything to the contrary elsewhere herein contained, it is expressly agreed and understood by and between the parties hereto as follows:-

1.1.1 The Vendor/Developer shall also be entitled to all existing and future vertical and horizontal exploitation of the Building Blocks at the said premises and to sell transfer or otherwise dispose of the same on such terms and conditions as it may in its absolute discretion think fit and proper.

1.1.2 The Vendor/ Developer shall have the full and free right to make additions, alterations, constructions and/or re-constructions in any open and covered space at the premises not expressed or intended to form part of the Common Areas and Installations and to deal with, use, transfer, convey, let out and/or grant the same (with or

without any construction, addition or alteration) to any person for parking or any other purposes at such consideration and in such manner and on such terms and conditions as the Developer shall, in its absolute discretion, think fit and proper.

1.1.3 The open to sky space on the ultimate Roof of the New Building shall be the property of the Developer for ever and it shall be used as Common Roof (without any right) by the Purchasers and other Co-owners with the consent of the Developer. It is expressly provided by the Vendor/ Developer and acknowledged, agreed and accepted by the Purchaser as follows:-

- (i) The Vendor/ Developer shall be entitled to construct additional storey or stories on the roof of the Designated Block or any part thereof and to deal with, use, let out, convey and/or otherwise transfer the same to any person for such consideration and in such manner and on such terms and conditions as the Vendor/ Developer, in its sole discretion, may think fit and proper. In the event of any such construction, the Vendor/ Developer shall shift the Over-head Water Tank and other common installations to the roof of such construction being the ultimate roof for the time being.
- (ii) In case of the Vendors/ Developer constructing additional one or more additional floor, then the open to sky space on the ultimate roof of the top floor shall be the Common Roof as aforesaid but it should be property of the Developer for ever;

(iii) Any right of user by any Co-owner in respect of Common Roof shall be subject nevertheless to the right title and interest of the Vendors/ Developer reserved and excluded under clause 10 and its sub-clauses below and also the right of the Maintenance In-charge and the other Co-owners to enter upon the same to repair, maintain, clean, paint and/or replace any common area or installation lying or installed thereat or otherwise, insofar as such work cannot be carried out without such entry and in all cases, except emergency, such right shall be exercised upon giving 24 hours prior notice to the Vendor/ Developer and Co-owner/s affected thereby;

1.1.4 In case of any construction or additional construction, there may be a consequential decrease in the said share in the land, but the Purchaser either individually or together with the co-owners shall not be entitled to claim refund or reduction of any consideration or other amounts payable by the Purchaser hereunder nor to claim any amount or refund of consideration from the Vendor/ Developer on account thereof.

1.1.5 The Vendor/ Developer shall also be entitled to put or allow anyone to put neon-sign, hoardings, antennas, towers, communication towers, sign boards or any other installation on the Roof of the Designated Block or any part thereof at such consideration, rent, hiring charges etc., and on such terms and conditions as the

Vendor/ Developer in its sole discretion, may think fit and proper and to appropriate the same to its own benefit exclusively and all such rights shall be excepted and reserved unto the Developer.

1.1.6 For or relating to any such constructions, additions or alterations, the Vendor/ Developer shall, with the approval of the Architect, have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said premises viz. lift, generator, water, electricity, sewerage, drainage etc., thereto as be deemed to be expedient to make such area and constructions tenatable.

1.1.7 The Vendor/ Developer shall be at liberty to cause to be changed the nature of use or occupancy group in respect of any Unit or Units (other than the Designated Unit), Parking Space or other areas/spaces to any user or occupancy group as the Developer may deem fit and proper and to own use enjoy sell and/or transfer the same as such.

1.1.8 The Purchaser doth hereby consent and confirm that the Vendor/ Developer shall be at liberty to have the Building Plan modified and/or altered for construction reconstruction addition and/or alteration of the Building Complex or any part thereto and/or for change of user of any Unit other than the Designated Unit Provided

That in case by such modification, alteration and/or sanction the location or built-up area of the Designated Unit is likely to be affected then the Vendor/ Developer shall take a consent in writing from the Purchaser for such modification, alteration and/or sanction.

- 1.2 The Purchaser doth hereby agree, acknowledge and consent to the rights title and interest excepted and reserved upon the Vendor/ Developer under clause 10.1 and its sub-clauses hereinabove and to all the provisions and stipulations contained therein and also otherwise hereunder and undertakes and covenants not to raise any dispute objection hindrance obstruction or claim with regard to the same or the doing or carrying out of any such act deed or thing in connection therewith by the Vendor/ Developer and/or persons deriving title or authority from the Vendor/ Developer.

THE PURCHASER'S FURTHER ACKNOWLEDGEMENTS, COVENANTS AND ASSURANCES:

- 1.3 Before the date of execution hereof, the Purchaser has independently examined and got himself fully satisfied about the title of the Vendor to the said premises and the Designated Unit and accepted the same and agrees and covenants not to raise any objection with regard thereto or make any requisition in connection

therewith. The Purchaser has also inspected the Building Plan in respect of the New Buildings and the location and area of the Designated Unit and agrees and covenants not to raise any objection with regard thereto. The Purchaser has also examined the workmanship and quality of construction of the Designated Unit and the fittings and fixtures provided therein and also of the Designated Block and the Common Areas and Installations and the fittings and fixtures and facilities provided therein and got himself fully satisfied with regard thereto. The Purchaser has further satisfied itself with regard to the connection of water, electricity, sewerage, drainage, etc. in or for the Designated Unit and the Common Areas and Installations.

- 1.4 It is expressly agreed that with immediately upon the Vendor/ Developer notifying the Purchaser to take possession of the Designated Unit in terms of clause 4.3 above, the Purchaser shall inspect and satisfy himself about the workmanship and completion of the flat in every respect before taking possession. With effect from the expiry of the notice period contemplated in the said clause 4.3 above, it shall be deemed that the Vendor/ Developer has complied with all its obligations hereunder to the full satisfaction of the Purchaser and the Purchaser shall not be entitled to raise any dispute against or claim any amount from the Vendor/ Developer on account of defect in the construction of the Designated Unit or

- the Building or whole Complex in the workmanship or materials used therein or on any other account whatsoever.
- 1.5 The Purchaser shall have no connection whatsoever with the Co-owners of the other Units and there shall be no privities of contract or any agreement arrangement or obligation or interest as amongst the Purchaser and the other Co-owners (either express or implied) and the Purchaser shall be responsible to the Developer for fulfillment of the Purchaser's obligations and the Developer's rights shall in no way be affected or prejudiced thereby.
- 1.6 The Purchaser individually or along with the other Co-owners will not require the Vendor/ Developer to contribute towards proportionate share of the Common Expenses in respect of the Units which are not alienated or agreed to be alienated by the Vendor/ Developer for a period of Three year from the date of completion of the entire Building Complex.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-I

(SAID MOTHER PREMISES)

ALL THAT piece and parcel of land measuring an area of 73 Cottahs 08 Chatacks and 36 Sq. Ft. be the same a little more or less comprised in the amalgamated premises No. 184, Shibpur Road, Howrah formed by amalgamation of premises No's.185/186, 180/184, 185/186/1, 185/186/2, 185/186/3, 185/186/5, 184, 182/184, Shibpur Road, within

the Howrah Municipal Corporation ward No.37, Borough No. IV, P.S. Shibpur, Registry and Sub-Registry Office Howrah, District Howrah in the state of West Bengal hereinafter referred to as mother premises and butted & bounded in the manner following that is to say

ON THE SOUTH :

ON THE EAST : 185/186/4, Shibpur Road,

ON THE NORTH : Shibpur Road,

ON THE WEST : Shibpur Public Library.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was called known numbered described or distinguished.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART-II

(SAID BUILDING BLOCKS)

ALL THAT Building Blocks F & H, situated and constructed on the SAID PROPERTY (Mother Premises) as detailed in Part-1 of FIRST SCHEDULE above.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I

(DESIGNATED UNIT)

1. ALL THAT residential Flat/Unit No. _____ containing a super built-up area of _____ Sq.ft. more or less and having a Built-up area of _____ Sq.Ft. more or less, situated on the _____ floor of Block _____ which is constructed at a portion of the Premises No.184, Shibpur Road, Howrah-2 , as detailed in Part-1 of FIRST SCHEDULE above, shown in the Plan annexed hereto duly bordered thereon in **“RED”**..

PART-II

(APPURTENANCES)

1. **SAID SHARE IN LAND: ALL THAT** the proportionate undivided indivisible share in the land comprised in the plinth of the Designated Block.

2. **PARKING RIGHT : ALL THAT** the right to park _____medium sized motor car at such Covered Space as be expressly specified by the Developers at or before delivery of possession of the Designated Unit.

2. **SCOOTER/MOTOR CYCLE PARKING : ALL THAT** covered/uncovered Motor Bike/ Scooter parking space for parking of _____ Motor Bike/ Scooter. Exact location be fixed and marked out at the discretion of the Developer at delivery of possession of the said unit.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

A. Common Areas & Installations at the Designated Block:

1. Staircases, landings and passage and stair-cover on the ultimate roof.
2. Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lifts of the Designated Block.
3. Lift with machineries accessories and equipments (including the lift machine room) and lift well for installing the same in the Designated Block.
4. Electrical installations with main switch and meter and space required therefor.
5. Ultimate Common Roof of the Designated Block subject to the exceptions, exclusions, terms and conditions contained in this agreement.
6. Over head water tanks with water distribution pipes from such Overhead water tank connecting to the different Units of the Designated Block.
7. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Designated Block.
8. Septic Tank

9. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Designated Block.

B. Common Areas & Installations at the Building Complex:

1. Driveways and paths and passages at the said premises except those reserved by the Developer for exclusive use.
2. Transformer, if any
3. Intercom.
4. Underground water reservoir
5. Municipal Water supply or Deep tube well for water supply.
6. Water waste and sewerage evacuation pipes and drains from the New Buildings to the municipal drains.
7. DG Set, its panels, accessories and wirings and space for installation of the same.
8. Community Hall and/or Gym Club related construction and the constructions, fittings and fixtures with equipments.
9. Boundary wall and gate
10. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of the Building Complex

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE:** All costs and expenses of maintaining repairing redecorating replacing and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas and Installations of the Designated Block and of the Building Complex (including lifts, generators, intercom, water pump with motor, Club related equipments, etc.), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Designated Block and/or the Building Complex and/or the Club and related facilities and/or enjoyed or used by the Purchaser in common with other occupiers or serving more than one Unit/Flat and other saleable space in the Building and at the Premises, main entrance, landings and staircase of the Building enjoyed or used by the Purchaser in common as aforesaid and the boundary walls of the premises, compounds etc. The costs of cleaning and lighting the Common Areas and Installations, the main entrance, passages, driveways, landings, staircases and other parts of the Designated Block and/or the Building Complex so enjoyed or used by the Purchaser in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL :** All expenses for running and operating all machines equipments and installations comprised in the Common Areas and Installations (including lifts, generators, intercom, water

- pump with motor, Club related equipments, etc.) and also the costs of repairing, renovating and replacing the same.
3. **STAFF** : The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
 4. **ASSOCIATION** : Establishment and all other expenses of the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
 5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
 6. **INSURANCE**: Insurance premium for insurance of the Building against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
 7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
 8. **RESERVES** : Creation of funds for replacement, renovation and/or other periodic expenses.
 9. **OTHERS** : All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

PART-I

1. **OUTGOINGS AND TAXES** : The Purchaser binds himself and covenants to bear and pay and discharge the following expenses and outgoings:-
 - (a) Municipal rates and taxes and water tax, if any, assessed on or in respect of the Designated Unit and Appurtenances directly to the Howrah Municipal Corporation Provided That so long as the Designated Unit is not assessed separately for the purpose of such rates and taxes, the Purchaser shall pay to the Maintenance In-charge the proportionate share of all such rates and taxes assessed on the said premises.
 - (b) All other taxes impositions levies cess and outgoings, betterment fees, development charges and/or levies under any statute rules and regulations whether existing or as may be imposed or levied at any time in future on or in respect of the Designated Unit or the Appurtenances or the Building or the said premises and whether demanded from or payable by the Purchaser or the Maintenance In-charge and the same shall be paid by the Purchaser wholly in case the same relates to the Designated Unit and/or the Appurtenances and proportionately in case the same relates to the Building or the said premises or any part thereof.

- (c) Electricity charges for electricity consumed in or relating to the Designated Unit and the Appurtenances (including any applicable minimum charges and proportionate share of transmission loss).
- (d) Charges for water, and other utilities consumed by the Purchaser and/or attributable or relatable to the Designated Unit and the Appurtenances against demands made by the concerned authorities and/or the Maintenance In-charge and in using enjoying and/or availing any other utility or facility, if exclusively in or for the Designated Unit and/or the Appurtenances, wholly and if in common with the other Co-owners, proportionately to the Maintenance In-charge or the appropriate authorities as the case may be.
- (e) Proportionate share of all Common Expenses (including those mentioned in **FOURTH SCHEDULE** hereunder written) to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchaser shall pay to the Maintenance In-charge, maintenance charges calculated @ Re.1 (Rupee One) only per Square foot per month of the super built-up area of the Designated Unit. The said minimum rates shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided.

- (f) Proportionate share of the operation, fuel and maintenance cost of the generator proportionate to the load taken by the Purchaser.
 - (g) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchaser in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be.
2. All payments mentioned in this agreement shall, in case the same be monthly payments, be made to the Maintenance In-charge within the 7th day of each and every month for which the same becomes due and otherwise within 7 days of the Maintenance In-charge leaving its bill for the same at the above address of the Purchaser or in the letter box in the ground floor earmarked for the Designated Unit **Provided That** any amount payable by the Purchaser directly to any authority shall always be paid by the Purchaser within the stipulated due date in respect thereof and the Purchaser shall bear and pay the same accordingly and without any delay, demur or default and indemnify and keep indemnified the Developer and the Maintenance-in-Charge and all other Co-owners for all losses damages costs claims demands and proceedings as may be suffered by them or any of them due to non-payment or delay in payment of all or any of such amounts and outgoings. Any discrepancy or dispute that the Purchaser may have on such bills

shall be sorted out within a reasonable time but payment shall not be with-held by the Purchaser owing thereto.

2.2 The liability of the Purchaser to pay the aforesaid outgoings and impositions shall accrue with effect from the date of delivery of possession of the Designated Unit by the Developer to the Purchaser or the 16th day from the date of the Developer giving the Notice for Possession to the Purchaser in terms of clause 4.3 of Section III hereinabove, whichever be earlier.

2.3 It is expressly agreed and understood that so long as the Developer or its nominee be the Maintenance In-charge, the Purchaser shall not hold it liable or responsible for rendering any accounts or explanation of any expenses incurred.

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

SIGNED SEALED AND DELIVERED by
the above named **PARTIES** at Kolkata in
the presence of:

1.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Drafted by me :

Advocate

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned sum of **Rs..... only** by way of total consideration money as per Memo below:-

M E M O

Date	Cheque No.	Drawn on	Amount (Rs.)

WITNESSES :

1.

SIGNATURE OF THE DEVELOPER

2.