

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made this the \_\_\_\_\_ day of July, Two Thousand Twenty (2020)

**B E T W E E N**

**M/S BGA REALTORS**, a registered Partnership Firm, having its Principle Office at No. P-399, Hemanta Mukhopadhyay Sarani, Police Station Lake, Kolkata - 700029, being represented by its authorized Partner SHRI RAJIB GHOSE, PAN No. AAHFB6714F, son of Late Bimalendu Ghose, by faith Hindu, by Occupation - Business, residing at No. P-399, Hemanta Mukhopadhyay Sarani, Police Station Lake, Kolkata - 700029, hereinafter referred to as the **VENDOR/ SELLER** (which expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to include its successor or successors - in - interest nominee or nominees and assign or assigns) the party of the **ONE PART**.

**AND**

\_\_\_\_\_ by faith  
 \_\_\_\_\_, by Nationality Indian, by Occupation \_\_\_\_\_, residing at  
 \_\_\_\_\_ having Pan  
 No. \_\_\_\_\_ herein after referred to as the  
**PURCHASER/S** (which expression shall unless excluded by or repugnant to  
 the subject, context or meaning thereof be deemed to include his/her/their  
 heirs, legal representatives, nominee or nominees and assign or assigns) the  
 party of the **OTHER PART**.

**WHEREAS:-**

1. One Smt. Jamuna Mondal, purchased the Sali land measuring more or less 60.1/2 decimal in C. S. Dag Nos. 64 and 65 corresponding to R. S. Dag Nos. 78 and 79, appertaining to C. S. Khatian No. 249, corresponding to R. S. Khatian No. 115, of Mouza Natagachi, J. L. No. 97, Police Station Sonarpur, District South 24-Parganas, from the Owner Anar Ali Gazi of Kandarpapur, Police Station Sonarpur, District South 24-Parganas by and under a Deed of Sale (Bengali Kobala) which was registered on 20.04.1990 before the office of the Addl. District Sub-Registrar at Sonarpur and recorded in Book No. 1, Volume No. 50, Pages from 71 to 76, Being No.2563 for the year 1990. The title of the property was morefully described in the said Deed of Conveyance.
2. Smt. Jamuna Mondal, after purchasing the aforesaid property became the sole and absolute owner of the aforesaid area of land measuring more or less 60.1/2 decimals in C.S. Dag Nos. 64 and 65 corresponding to R.S. Dag Nos. 78 and 79 appertaining to C.S. Khatian No. 249 corresponding to R.S. Khatian No. 115 of Mouza - Natagachi, J.L. No. 97, P.S. Sonarpur, District South 24 Parganas and while being enjoying the same the said Smt. Jamuna Mondal recorded her name in the L.R. Settlement Records of Rights vide L. R. Khatian No. 961, land measuring 30 decimals in L.R. Dag No. 80 and land measuring 31 decimals in L.R. Dag No. 81 and having every right title and interest over the aforesaid property and enjoying the same by paying the rents regularly to the authority concerned.
3. Santu Sardar purchased a portion of sali land measuring more or less 16 & 1/2 decimals in C.S. Dag Nos. 64 and 65 corresponding to R.S. Dag

Nos. 78 and 79 appertaining to C.S. Khatian No. 249 corresponding to R.S. Khatian No. 115 within *Mouza - Natagachi*, J.L. NO. 97, P.S. Sonarpur, District South 24-Parganas from the then owner Anar Ali Gazi of Kandarpapur, P.S. Sonarpur, District South 24-Parganas by and under a Deed of Sale (Bengali Kobala), which was registered on 20.04.1990 before the Office of the Addl. District Sub-Registrar at Sonarpur and recorded in Book No. 1, Volume no. 50, pages from 77 to 81, Being No. 2564 for the year 1990. The title of the property was more fully described in the said Deed of Conveyance.

4. The said Sri Santu Sardar after purchasing the aforesaid property became the sole and absolute owner of the aforesaid area of land measuring more or less 16.1/2 decimals in C.S. Nos. 64 and 65 corresponding to R.S. Dag Nos. 78 and 79 appertaining to C.S. Khatian No. 249 corresponding to R.S. Khatian no. 115 of *Mouza-Natagachi*, J.L. No. 97, P.S. Sonarpur, District. South 24-Parganas and being enjoying the same the said Sri Santu Sardar Mutated his name in B.L. & L.R. Office and enjoying every right title and interest over the aforesaid property by paying the rents regularly to the authority concerned.
5. The said Smt. Jamuna Mondal and Sri Santu Sardar, while enjoying their property, due to urgent need of money, jointly sold their aforesaid purchased land measuring more or less 77 decimals (i.e. land measuring more or less 60.1/2 decimals of Smt. Jamuna Mondal, and land measuring more or less 16.1/2 decimals of Sri Santu Sardar) in C.S. Dag Nos. 64 and 65 corresponding to R.S. Dag Nos. 78 and 79, L.R. Dag Nos. 80 and 81 appertaining to C.S. Khatian No. 249 corresponding to R.S. Khatian No. 115, L.R. Khatian No. 961 and 1127 respectively, of *Mouza-Natagachi*, J.L. No. 97, now within the local limits of Kalikapur No. 1 Gram Panchayet, Police Station Sonarpur, District South 24-Parganas more fully described in the Schedule hereunder written in favour of Mr. Vishal Dugar herein by way of a registered Deed of Conveyance being No. 00331 of 2010 executed and presented for registration on 15<sup>th</sup> January, 2010 under Section 52 & Rule 22A(3) 46(1) West Bengal Registration Rules, 1962 and the said execution was admitted under Section 58 of West Bengal Registration Rules, 1962 and registered on 15.1.2010 in the Office of A.D.S.R. Sonarpur. The said Deed of Conveyance was recorded

in the Book No. 1, C.D. volume No. 1 pages 4468 to 4479 for the year 2010.

6. The said Vishal Dugar duly mutated the said land measuring about more or less 77 decimal ( 37 decimal in Dag No. 80 & 40 decimal in Dag No 81) in his name with B.L.& L.R.O under his personal Khatian No. 1564, J. L. 97, Mouza Natagachi, Police Station Sonarpur and enjoying the same upon payment of tax and land revenue.
7. Due to the personal necessity, Vishal Dugar sold transfer and conveyed the said total area of land measuring about 77 decimal as morefully and particularly described in the schedule hereunder written in favour of BGA REALTORS the said deed of conveyance was recorded in the Book No. 1, CD Volume No. 13 Pages from 1579 to 1597 being No.06536 for the year 2013 and registered in the office of ARA-1, Kolkata.
8. After purchase of the said property the present owner i.e, **M/S BGA REALTORS** of the schedule mentioned property mutated the said land with BL & LRO and obtained New L.R. Khatian No. 1605 under L.R. Dag No. 80 and 81, land measuring about 37 decimal and 40 decimal in J.L. No. 97 Mouza Natagachi, Kalikapur Grampanchayat No.1, 24 Parganas South in its favour and holding the same free from all encumbrances, charges and lien.
8. For the purpose of construction of Housing Project, the character of the said property duly converted from Shali to Housing (Abason) and the order of Conversion of Sub-Divisional Land Reforms Officer Baruipur, South 24parganas communicated to the Land owner vide Memo No. 2/1058(1-3)/SDL-BRP/P/14 dated 23.07.2014.
9. And for the purpose of better accommodation the Seller started the process of construction of the buildings within land as mentioned in the **SCHEDULE A PROPERTY "Amrita Awas"** having several flats at its own cost or at the costs of its customers/clients or Purchaser/s of Flats in conformity with the plan sanctioned by the South 24 Pgs. Zilla Parishad and Kalikapur No. 1 Grampanchayat, P.S. Sonarpur.

10. The **Purchaser** intends to acquire on ownership basis a Flat with proportionate impartible undivided share of land in the proposed building to be constructed on the said premises.
11. The **Purchaser** after satisfying with the title of the land workmanship, construction of project, visited/inspected the site and agreed to purchase of a **Flat on .... Floor** at a consideration of **Rs. 0000000000/- (Rupees 0000000000) only** as mentioned in the **SCHEDULE B** and the **Purchasers** paid full consideration as mentioned in the said agreement and requested the Vendors to execute the Deed of Conveyance in respect of the said flat in favour of the **Purchasers**.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the aforementioned agreement and in consideration of **Rs. /- (Rupees ) only** paid by the **Purchasers** to the Vendors for the Flat together with undivided proportionate variable share in the land and structure standing thereon along with all other rights over common areas and facilities easements and appurtenances attached to the said premises (save and except which has specifically reserved by the Vendors for the other **Purchasers**) before execution of these presents the receipt whereof the Vendors do hereby admit and acknowledge and of and from the same and every part thereof do hereby acquit, release and discharge the **Purchasers** and also the said Flat intended to be sold, transferred and conveyed, and the Vendors herein doth hereby grant, sell, convey, transfer, assign and assure unto and in favour of the **Purchasers** **ALL THAT** the said flat described in the Schedule- "B" hereinafter written referred to as the said flat at .....**Floor**, measuring about .....**Square Feet Carpet area** of the said building more fully and particularly described in the **Schedule- "B"** hereunder written **TOGETHER WITH** undivided variable proportionate share in the land more fully and particularly described in the **Schedule - "A"** hereunder written save and except which has specifically reserved by the Vendors for the other **Purchasers** **TOGETHER WITH** the exclusive right in favour of the **Purchasers** to use and occupy the said flat **TOGETHER WITH** the common areas in common with other flat Owner/Owners on the said building and said block **AND ALSO** all rights, benefits, advantages, claims and demands thereof **TO HOLD AND ENJOY** the said flat by the **Purchaser** for residential purpose **AND ALSO** all rights in common areas the details of which are given in the Part - I of the Schedule -

"C" hereunder written for the beneficial use and enjoyment of the said flat **TOGETHER WITH** Proportionate share and other easement rights and reversion/reversions, remainder/ remainders and the rents, issues and profits of and in connection with the said flat and **ALL THAT** estate right, title, interest property, claim and demand whatsoever of the Vendors into or upon the said flat and the said proportionate share and all other share and all other rights and properties hereby granted, transferred, sold, conveyed, assigned and assured and/or intended to be sold and every part or parts thereof respectively **TOGETHER WITH** every of their rights liberties and appurtenances whatsoever to and unto the **Purchasers** free from all encumbrances (**but subject to mortgaged with the Financial Institutions, if, any**) trusts liens and attachments whatsoever **AND ALSO TOGETHER WITH** easement or quasi easement and other stipulations and provision in connection with the beneficial use and enjoyment of the said flat and/or the said proportionate share as mentioned in Part – II of the Schedule - "C" hereunder written **TO HAVE AND TO HOLD** the said flat and the proportionate share of the structure and all other properties and rights hereby granted transferred conveyed assigned and assured and every parts thereof respectively absolutely and **EXCEPTING AND RESERVING** unto the other Owner/Owners of the said building with in Schedule – ‘A’ hereunder written and also such easements or quasi easement rights and privileges as are mentioned in the Schedule - "D" hereunder and subject to the **Purchasers** paying and discharging taxes and impositions on the said flat wholly and common expenses as are mentioned in the Schedule - "E" hereunder written proportionately and all other outgoing in connection with the said flat wholly and the said building proportionately.

**II. THE VENDORS DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:**

- i) The interest which the Vendors doth hereby possess to transfer subsists and being the Owners have the full right and power and absolute authority to grant, sell, transfer, convey, assign and to give it on rent and assure unto the **Purchasers** the said flat and the said proportionate share together with the above mentioned rights in the manner aforesaid.
- ii) It shall be lawful for the **Purchasers** from time to time and at all times hereafter to enter into and upon and to hold and enjoy the said flat and the said proportionate share and every part thereof and to receive rents issues and profits thereof without interruption disturbance claim or demand whatsoever

from or by the Vendors and freed and cleared from and against all manner of encumbrances, trust, liens and attachments whatsoever save only those as are herein expressly contained and/or are specified in the said Agreement.

iii) The Vendors shall from time to time and at all times hereafter upon every reasonable request and at the cost of the **Purchasers** make to do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better or more perfectly assuring the said flat and the said proportionate share together with the rights hereby granted unto the **Purchasers** and in the manner aforesaid.

iv) The said flat and the said proportionate share and all other properties and rights hereby transferred are free from all encumbrances (save which has already stated hereinbefore), attachments, liens, lispens, whatsoever made or suffered by the Vendors or its predecessors in title or any person or persons lawfully and equitably claiming as aforesaid.

v) The Vendors shall unless prevented by fire or other irresistible force for the time and from time to time and all times hereafter upon every reasonable request and costs of the **Purchasers** produce and cause to be produced to the **Purchasers** or **their** attorneys or agents or before or in any Court, Tribunal, Board of authority or firm for inspection or otherwise as occasion shall require the title deeds in connection with the premises and also shall at the request and costs of the **Purchasers** deliver to the **Purchasers** such attested or other copies of or extracts from the same or any of them as the **Purchasers** may require.

vi) The Vendors shall not do anything or make any grant whereby the rights of the **Purchasers** hereunder may be prejudicially affected and shall do all acts as may be necessary to ensure the rights available to the **Purchasers** as a **Purchasers** and as a co-owner hereunder from the other co-owners.

vii) The Vendors shall duly fulfill and perform all their obligations and covenants elsewhere herein expressly contained.

### **III. THE PURCHASERS DOTH HEREBY DECLARE AND COVENANT WITH THE VENDORS AS FOLLOWS:**

a) The **Purchasers** will observe fulfill and perform the covenants hereunder written and shall regularly pay and discharge all taxes and impositions for the

said flat wholly and common expenses proportionately and all other outgoings in connection with the said flat wholly and the said building proportionately.

b) The **Purchasers** doth hereby covenant with the Vendors that **They** will be entitled to reserve upon **themselves** or other person or persons deriving title under **their** the easements quasi-easement and privileges as are set out in the Schedule - "D" hereunder written.

c) The **Purchasers** shall not for any reason whatsoever obstruct the other flat Owner/Owners of the building transferring the proportionate share of land or part thereof or any other flat/flat or flats or other portions of the said building to any person or persons. The **Purchasers** will not raise any objection and or claim towards sale of any flat, land or building over the First Schedule mentioned property.

#### IV. **THE PURCHASERS AGREE AND UNDERTAKE:**

a) To Co-operate with the management for maintenance of the common parts of the said building and formation of an Association of the flat owners for the said purpose.

b) To observe the rules framed by the Owners Association of the Flats in the building for quite peaceful and beneficial enjoyment of the said flat and/or the common parts.

c) To pay proportionate share of the common expenses including those set out in the Schedule - "F" regularly and punctually.

d) To pay regularly and punctually all outgoings and the rates and taxes for and/or in respect of the said building proportionately and for the said flat wholly.

**THE SCHEDULE 'A' PROPERTY REFERRED HEREIN ABOVE**  
**AMRITA AWAS**  
**1<sup>st</sup> Schedule**  
**(Said Premises)**

All part and parcel of the land measuring about 77decimal, character Housing (Abasan), Single multistoried building to be constructed thereon L.R. Khatian No. 1605 under L.R. Dag No. 80 and 81, land measuring about 37 decimal and 40 decimal in J. L. No. 97 Mouza - Natagachi, Kalikapur Grampanchayat No.1, Dist. - 24 Parganas (South) and demarcated in colour "**Red**" in plan annexed



herewith, together with common passages butted and bounded in the manner following that is to say:

ON THE NORTH : Land of R.S. Dag No. 63  
 ON THE SOUTH : Land of R.S. Dag No. 66  
 ON THE EAST : Land of R.S. Dag No. 78 & 79  
 ON THE WEST : 20 Feet wide Canal Road and Land in R.S. Dag No. 80.

**2<sup>nd</sup> Schedule**

**Part-I**

**(Said Flat/Unit)**

**Unit/Space** No. “.....” consisting of ..... Bed Room, ..... Living/Dining Room, ..... Kitchen, ..... Toilet and Balcony Type ..... on the ..... floor, having Carpet area of approximately ..... sq. ft. at Block demarcated in colour **Green** in the plan attached hereto together with covered CP\_\_\_\_\_/SP\_\_\_\_\_ measuring about 135/28 Sq. Ft. demarcated in colour “**Violet**” in the plan annex herewith in the 1<sup>st</sup> Schedule property. The Land Share, being undivided, impartible, proportionate and variable share and/or interest in the land comprised in the respective Block only of the Said Premises described in the **1<sup>st</sup> Schedule** above, as is attributable to the Said Unit. The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3<sup>rd</sup> Schedule** below, as is attributable to the Said Unit.

**THE SCHEDULE ‘C’ ABOVE REFERRED TO**

**P A R T – I**

**(Common Portions and Chargeable portion)**

- Driveways (excluding the driveway in the front portion)
- Lift machine room, chute and lift well.
- Overhead water tank, water pipes, sewerage pipes of the Said Building (save those inside any Unit or attributable thereto)
- Drains, sewerage pits and pipes within the Said Building (save those inside any Unit or attributable thereto)

- Electrical installations relating to sub-station and common transformer and wiring and accessories (save those inside any Unit or attributable thereto) for receiving electricity from Electricity Supply Agency to all the Units and Common Portions
- Generator(s), wiring and accessories for providing standby power to all the Units and Common Portions
- Lift and lift machinery
- Firefighting equipment and accessories as directed by the Director of West Bengal Fire Services
- Boundary wall around the periphery of the Said Premises and decorative gates for ingress and egress to and from the Said Premises
- Lighting arrangement at the entrance gate and passages within the Said Premises
- **Subject to payment of membership fees and acceptance thereof by the maintenance authority of the project the members may be inducted for the Club, Swimming pool and 'B. Ghose Memorial AC Community Hall' without any objection from the unit holders.**

**(Common Expenses/Maintenance Charge)**

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** All litigation expenses incurred for common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** Maintenance charges shall meant for minor outside wall repair and renovation, cleaning outside and inside passages and staircase, boundary wall, path ways, and swage line drain, septic tank, reservoir, overhead tank, electricity connection up to common meter box, security guards salary, pump

house and motors, common electricity bill, parapet wall and roof. Save and except the damages if any due to unforeseen incidence which are beyond control of the Vendor/ Maintenance Agency.

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, generator, changeover switches, CCTV (if any), pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions.
7. **Rates and Taxes:** Panchayat Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Said Building save those separately assessed on the Buyers.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

## **P A R T - II**

1. The **Purchasers** shall be entitled to all privileges and variable rights including right of vertical and lateral supports easements quasi-easement, appendages and appurtenances whatsoever belonging to or in any way appertaining to the said flat or otherwise intended to be hold, used or appertaining thereto and hereinafter morefully specified except and reserving unto the Vendors and/or any other persons deriving title from them the rights, easements, quasi-easements, privileges and appurtenances.
2. The **Purchasers** or any person or representing **their** shall not deposit any materials or rubbish outside of any flat and/or anywhere within the building and/or the said premises save and except specifically reserved portion for accumulation of garbage in the said premises.
3. **The Purchasers shall have:**

- a) The right of protection of the said flat by or from all parts of the said building and premises so far as may be necessary, including right of support both vertical as well as lateral.
- b) The right of passage is common as aforesaid for electricity, telephone water and soil from and to the said flat through pipes, drains, wires and conduits or being in under through or over the said building or any part thereof so far as may be reasonably necessary for the beneficial occupation and enjoyment of said flat for all lawful purposes whatsoever.
- c) The right with or without workmen and necessary materials to enter from time to time within the common area of the said building for the purpose of repairing so far as may be necessary, the pipes, drains, wires and conduits aforesaid and for the purpose of rebuilding, repairing, repainting or clearing any part or parts of the said flat in so far as such repairing or cleaning cannot be reasonably carried out without such entry and in all such events upon giving 2 (Two) days prior notice in writing of **their** intention so to enter, to the Vendors and/or other person or persons lawfully entitled to the same.

#### **THE SCHEDULE "D" ABOVE REFERRED TO**

The under mentioned rights, easements, quasi-easements privileges and appurtenances shall remain reserved unto the Vendors and/or any other persons entitled to the same and /or deriving title under or from the Vendors :

1. The right in common with the **Purchasers** and/or such person or persons entitled to the other part or parts of the said building for the ownership and use of common parts including staircases, water, electric, pipe lines, drains, wires sewers, conduits, entrance and other parts or passages and for other purposes connected therewith including ingress and egress of the said other part or parts.
2. The right with or without workmen and necessary materials to enter from time to time upon the said building and/or on the other floor but without causing any inconvenience to the **Purchasers** for laying pipes, drains, wires and conduits as aforesaid and for the purpose of inspection and/or repairs if necessary, of the same or any of them **PROVIDED ALWAYS** that the Vendors and/or other person or persons deriving title from or under them shall give to the **Purchasers** 2 days prior written notice of their intention for such entry.

#### **SCHEDULE "E" REFERRED TO ABOVE**

1. **TRANSFER AND DISMEMBERMENT:**

The **Purchasers** shall not at any time claim partition of the said undivided proportionate share in the land and/or in the common parts and/or in any of the common areas, utilities and facilities in the land and the said building in which the **Purchasers** have any right in common with co-owners.

## 2. **MUTATION:**

- a) The **Purchasers** shall apply for and have the said flat separately assessed for the purpose of assessment of **Panchayat** rates and taxes.
- b) In case the **Purchasers** do not apply for the mutation despite being called upon to do so by the Vendors then and in such event the Vendors shall be at liberty to have the same effected at the cost and expenses of the **Purchasers**.

## 3. **TAXES AND IMPOSITIONS:**

- a) Till the **Purchasers'** flat is separately assessed and/or mutated in respect of any tax or imposition the **Purchasers** shall bear and pay proportionate share of rates and taxes.
- b) Upto possession and separate assessment of the said flat the **Purchasers** shall pay wholly all taxes and impositions in respect of the said flat and proportionately in respect of the common portions.
- c) The terms taxes and Imposition referred to hereinabove shall include the land revenue, rates and taxes, **Panchayat** surcharge, multi-storied building tax, urban land tax betterment fees and water tax etc. and/or taxes of similar nature and/or any other new taxes may come to be imposed in future from time to time.

## 4. **MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:**

- a) The Vendors and upon formation of the Association of the flat owners shall manage, maintain and control the common portions and pay all common expenses and do all acts, deeds and things as may be necessary or expedient relating to common purposes.
- b) The Association of Flat Owners when to be formed shall frame such rules regulations and bye laws for the common purposes as it may consider reasonable and beneficial for the flat owners taking care to see that any of the rules and regulations be not inconsistent with the provisions herein.

5. **TITLE DEEDS:**

The Vendors shall keep the title deeds in respect of the land as are now in their possession or in the custody or any person or persons as the Vendors shall remain bound to allow the **Purchasers** to inspect the same and to take copies thereof and and/or extracts there from as may be required and to all the purchasers to have the original deeds and documents at their costs, produced before such authorities as may be reasonably required.

6. **ADDITION, ALTERATION AND PAYMENT OF BETTERMENT FEES:**

The **Purchasers** shall at **their** own cost wholly in case it relates to **their** flat or any part thereof and proportionately in case it related to all the flats in the said building and/or common portions, make all alterations and/or additions as may be required to be made by any statutory body and similarly pay all betterment fees and other levies and all other fees and/or penalties required to be paid in respect thereof.

7. **PAYMENT OF COMMON EXPENSES:**

The **Purchasers** shall regularly and punctually pay the proportionate share of the common expenses as per the terms and conditions as stipulated in the Agreement for Sale.

**SCHEDULE "F" ABOVE REFERRED TO**  
**PART -I**

Maintenance shall meant for cleaning outside and inside passages and staircase, boundary wall, path ways, and swage line drain, septic tank, reservoir, overhead tank, electricity connection up to common meter box, security guards salary, pump house and motors, common electricity bill and roof for Two years. Save and except the damages if any due to unforeseen incidence which are beyond control of the Vendor/ Developer. The maintenance will be covered by the stipulations as mentioned in the agreement for sale by and between the parties. The Vendors/Developer may assign the rights of maintenance to any agency as per their own choice.

**PART- II**

**(AFTER EXPIRY OF THE PERIOD AND / OR RELINQUISHMENT OF RESPONSIBILITY OF MAINTENANCE WHICHEVER IS EARLIER).**

1. All costs of maintenances, operating, replacing, repairing, white washing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions and the common areas of the said building, including the outer walls.
2. The salary of all persons employed for the common purposes including Durwans, security, personnel sweepers, plumbers, electricians etc.
3. Insurance premium for insuring the building, if any.
4. All charges and deposits for supplies of common utilities to the building and/or the premises.
5. Tax, Multi-storied tax, water tax and other levies in respect of the land and the said building save those separately assessed on the **Purchasers'** flat.
6. Cost of formation and operation of Association among the Flat Owners (to be paid by the **Purchasers**).
7. Cost of running, maintenance, repairs and replacement of transformers, pumps and other common installations including their license fees, taxes and other levies if any.
8. Cost of running maintenance, repairs or generator if separately installed for common use of the flat owners.
9. Electricity charges for the electrical energy consumed for the operation of the common services.
10. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portion.
11. Office expenses incurred for maintaining an office for the common purposes.
12. All other expenses, taxes, rates and other levies etc. as may be necessary of incidental or liable to be paid by the flat/flat Owners in common, including such amount as may be fixed for creating a fund for replacement renovation, painting and/or periodic repairing of the common portion.

**IN WITNESS WHEREOF** the Parties hereto have affixed hereunto their respective signatures and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

in the presence of :

Witness:

1)

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2)

(SIGNATURE OF THE VENDORS)

Drafted by me.

**TRIPTIMOY TALUKDER**

Advocate

High Court Calcutta,  
12, Old Post Office Street,  
Kolkata- 700 001

Typed by

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(SIGNATURE OF THE PURCHASER)

12/2, Old Post Office Street  
Kolkata – 700 001

**MEMO OF CONSIDERATION**



