

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made this the      day of

Two Thousand ..... (201    )

**BETWEEN**

(1) **SRI SURAJIT DEBNATH**, (PAN – **AFCPD7020E**), son of Late Gopal Debnath, by occupation - Service and (3) **SMT. NANDINI CHAKRABORTY**, (PAN – **ADQPC8512L**), daughter of Dr. P.K. Chakraborty, by occupation – Housewife, both by faith – Hindu, by Nationality – Indian, both residing at 2B, Ramani Chatterjee Road, P.S. Gariahat, Kolkata – 700 029 being represented by their Constituted Attorney “**M/S. RAJWADA GROUP**”, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata - 700084, duly represented by its authorized signatory **SRI BIKASH AGARWAL**, son of Late RajendraKumar Agarwal, by faith- Hindu, by Nationality- Indian, by occupation-Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, by virtue of a Development Power of Attorney which was registered on 01/09/2016 before the office of the A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2016, pages 63413 to 63429, **Being no. 162902978**, for the year **2016**, hereinafter collectively referred to as the “**OWNERS/VENDORS**” (which terms and expression shall unless excluded by or repugnant to the subject and context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns ) of the **FIRST PART**.

**A N D**

**MR. ....** (PAN: .....), son of Mr. ....  
 ....., by Nationality- ....., by religion - ....., by Occupation-  
 ....., residing at ....., hereinafter called and referred to as the  
 “**PURCHASER**” (which expression shall unless excluded by or repugnant  
 to the subject or context be deemed to mean and include his/her/their  
 heirs, executors, legal representatives and assign) of the **SECOND PART**.

**A N D**

**M/S RAJWADA GROUP**, (PAN: **AALFR5460J**) a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office- Garia, Police Station- Sonarpur, Kolkata-700 084, represented by

one of its partners and Constituted Attorney by virtue of registered General Power of Attorney dated 29.01.2015, registered at the Office of the Additional District Sub Registrar at Garia and recorded in Book No. IV, CD. Volume No. 1, Pages from 207 to 216, Being No. 00021 for the year 2015 namely, **SRI BIKASH AGARWAL, (PAN: AHAPA8484B)** son of Late Rajendra Kumar Agarwal, by religion- Hindu, by- Nationality- Indian, by occupation- Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office- Garia, Police Station- Sonarpur, Kolkata-700 084 hereinafter called and referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives, successors-in-interest and assigns) of the **THIRD PART**.

**WHEREAS** one Smt. Chumki Debnath wife of Sri Gopal Debnath purchased **ALL THAT** piece and parcel of Bastu land measuring more or less 03 Cottah together with a structure standing thereon lying and situate at Mouza – Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740, P.S. Sonarpur, District – South 24 Parganas from the then lawful owner Smt. Swapna Chowdhury wife of Sri. Deb Kumar Chowdhury by virtue of a Bengali Kobala duly registered on 11/05/1987 before the office of the District Sub-Registrar at Alipore and recorded in its Book No. I, Volume No. 138, Pages from 283 to 292, **Being No. 7320** for the year **1987**.

**AND WHEREAS** said Chumki Debnath after purchasing aforesaid plot of land became the sole and absolute owner of 03 Cottah of land together with structure standing thereon lying and situate at Mouza – Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740, P.S. Sonarpur, District – South 24 Parganas and while possessing and enjoying the same, said Chumki Debnath died intestate on 11/04/2011 leaving behind her only son Sri Surajit Debnath, Owner No. 1 herein as a sole legal heir and successor.

**AND WHEREAS** by virtue of inheritance said Surajit Debnath, the Owner No. 1 herein became the sole and absolute owner of the land measuring more or less 03 Cottah together with structure standing thereon lying and situate at Mouza – Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740, P.S. Sonarpur, District – South 24 Parganas.

**AND WHEREAS** Smt. Nandini Chakraborty, Owner No. 2 herein purchased **ALL THAT** piece and parcel of Bastu land measuring more or less 04 Cottah together with a structure standing thereon lying and situate at Mouza – Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740, P.S. Sonarpur, District – South 24 Parganas from the then lawful owner Smt. Swapna Chowdhury wife of Sri. Deb Kumar Chowdhury by virtue of a Bengali Kobala duly registered on 11/05/1987 before the office of the District Sub-Registrar at Alipore and recorded in its Book No. I, Volume No. 127, Pages from 416 to 426, **Being No. 7319** for the year **1987**.

**AND WHEREAS** said Smt. Nandini Chakraborty after purchasing the aforesaid property became the sole and absolute owner of the aforesaid area of land measuring more or less 04 Cottah together with structure standing thereon lying and situate at Mouza – Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740, P.S. Sonarpur, District – South 24 Parganas.

**AND WHEREAS** said Sri Surajit Debnath and Smt. Nandini Chakraborty jointly mutated their names before the Rajpur-Sonarpur Municipality vide Holding No. 352, Dakshin Kumrakhali, with respect to land measuring more or less 07 Cottah together with structure standing thereon lying and situate at Mouza – Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740, P.S. Sonarpur, District – South 24 Parganas (hereinafter referred to as **“Said Property”**) morefully described and delineated in the First Schedule hereunder written and jointly enjoying the same free from all

encumbrances by paying rents and taxes to the authority concerned regularly without any interruption, claim or demand whatsoever.

**AND WHEREAS** said Surajit Debnath, Owner No. 1 herein appointed Sri Manoj Kumar Sarkar son of late Bibuti Bhusan Sarkar as his lawful and Constituted Attorney and to act on his behalf with respect to land measuring more or less 03 Cottah together with structure standing thereon lying and situate at Mouza – Kumrakhali, J.L. No. 48, comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740, P.S. Sonarpur, District – South 24 Parganas and said power was given by virtue of General Power of Attorney duly registered in the office of A.R.A. – III, Kolkata and recorded in Book No. IV, CD Volume No. 10, Pages from 3175 to 3186 and **Being No. 6531** for the year **2012**.

**AND WHEREAS** the Owners/Vendors herein desire to construct residential-cum-commercial building/buildings, comprising of several self contained flats, shops, car parking spaces and other spaces on the entire land and property described in the **FIRST SCHEDULE** hereunder written, but due to paucity of fund, the said **SRI SURAJIT DEBNATH** through his Constituted Attorney **Mr. Manoj Kumar Sarkar** and **SMT NANDINI CHAKRABORTY**, the Owners/Vendors herein, entered into an Agreement for development with **M/S. RAJWADA GROUP**, the Developer herein, to construct the same and the said Development Agreement was duly executed on 18-05-2015 and notarized before the Notary Public at Alipore.

**AND WHEREAS** due to certain personal reasons, said Sri Surajit Debnath revoked, cancelled and rescinded the General Power of Attorney bearing Power No. 6531 for the year 2012 by virtue of Revocation of General Power of Attorney duly registered on A.D.S.R. – Garia and recorded in Book No. IV, Volume No. 1629-2016, Pages from 10866 to 10873 bearing **Deed No. 162900938** for the year **2016**.

**AND WHEREAS** after the revocation of said General Power of Attorney bearing Power No. 6531 for the year 2012, said **SRI SURAJIT DEBNATH** and **SMT NANDINI CHAKRABORTY**, the Owners/Vendors herein, entered into a fresh Agreement for development with **M/S. RAJWADA GROUP**, the Developer herein, to construct the same and the

said Development Agreement was duly registered on 01-10-2016 before the office of the A.D.S.R. at Garia and recorded in Book No. I, CD Volume No. 1629-2016, pages from 63317 to 63346, **Being no. 162902974**, for the year **2016**.

**AND WHEREAS** said **SRI SURAJIT DEBNATH and SMT NANDINI CHAKRABORTY**, the Owners/Vendors herein also executed and registered a Development Power unto and in favour of "**M/S. RAJWADA GROUP**", a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, duly represented by its authorised signatory **SRI BIKASH AGARWAL**, son of Late Rajendra Kumar Agarwal, by faith- Hindu, by Nationality- Indian, by occupation-Business, residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700 084, and also of other two Partners of the said firm **M/S. RAJWADA GROUP**, the Developer herein, and the said Development Power was duly registered on 01-10-2016, before the office of the A.D.S.R. at Garia and recorded in Book No. I, Volume No. 1629-2016, pages 63413 to 63429, **Being no. 162902978**, for the year **2016**.

**AND WHEREAS** as per the said Development Agreement and General Power of Attorney the said Developer on behalf of the Owners/Vendors duly sanctioned a building plan vide **Plan No. 313/CB/27/31 dated 31/03/2017** for construction of G+IV storied building for Residential and commercial purposes at the said property at the cost of the Developer and also the Developer has started the construction of the said building as per sanctioned building plan and also declares for absolute sale of those flats and car parking space.

**AND WHEREAS** in terms of the said Agreement and Development Power the Developer have right / authority to enter into any agreement for sale of the flats/car parking spaces with the intending Purchaser or purchasers and receive advance/earnest money therefrom.

**AND WHEREAS** being aware of the Declaration of the Owners/Vendor, the Purchaser herein with a view to acquire a Flat in the said building complex, have taken inspection of the title deeds, and all

other relevant papers and documents of the said landed property as mentioned in the First Schedule hereunder written and being satisfied with the same.

**AND WHEREAS** being so authorized as stated above the Developer has expressed to desire to sell a Flat out of the Developer's allocation and coming to know of that and having a requirement of the self same flat in the like area, the Purchaser offered to purchase the same which the Developer has accepted and entered into an Agreement for sale with the purchaser herein on ....., on terms and conditions therein mentioned.

**AND WHEREAS** the Developer herein has started the construction work of the said G+IV storied building consisting of several independent residential flats/car parking spaces and other spaces etc. hereinafter referred to as the "**Said Building Project**" christened as "**RAJWADA RADIANCE**" as per sanction plan duly sanctioned by Rajpur-Sonarpur Municipality at the said Property.

**AND WHEREAS** the Promoter/Developer has registered the project under the provisions of the act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_;

**AND WHEREAS** by virtue of a registered agreement for sale dated ..... registered in the office of the \_\_\_\_\_ and recorded in its Book. No. \_\_\_\_\_, Volume No. \_\_\_\_\_, pages from \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year \_\_\_\_\_ made between the Purchaser herein and the Vendors/Owners herein and the Developer herein, the Purchaser herein agreed to purchase one self-contained flat being **Flat No. ....** having a carpet area of ..... **sq. ft.** situated on the ..... **Floor** on the ..... side together with **one ..... car parking space** measuring more or less **120 sq. ft.** in the Ground Floor of the said G+IV (**Ground plus Four**) storied building of the Said Building Project christened as "**RAJWADA RADIANCE**", being erected at the Said Property being Municipal Holding No. 352, Uttar Kumrakhali, Mouza- Kumrakhali, Police Station-

Sonarpur, Post Office - Narendrapur, within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 27, Kolkata- 700 103, District South 24-Parganas, together with undivided and indivisible proportionate share in the land underneath together with common rights, facilities and amenities and common service and expenses mentioned therein for and at a total price of **Rs. ....../- (Rupees ..... only)**, hereinafter referred to as the **“said Flat and Car Parking Space”**, more fully and particularly described in the **SECOND SCHEDULE** hereunder written.

**AND WHEREAS** in terms of the said agreement, the Owners/ Vendors and the Developer herein have agreed to sell and transfer one self contained **Flat** being **No. ....** measuring more or less **..... sq. ft.** carpet area situated at the **.....** side on the **..... Floor** more fully delineated in the map or plan annexed hereto hatched in colour RED together with **one ..... car parking space** measuring more or less 120 sq. ft. in the **Ground Floor** of the said G+IV storied building of the Said Building Project christened as **“RAJWADA RADIANCE”**, being erected at the Said Property being Municipal Holding No. 352, Uttar Kumrakhali, Mouza- Kumrakhali, Police Station- Sonarpur, Post Office - Narendrapur, within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 27, Kolkata- 700 103, District South 24-Parganas, at or for a valuable consideration of **Rs. ....../- (Rupees ..... only)** and the same is more fully and particularly described in the **SECOND SCHEDULE** hereunder written together with undivided, indivisible proportionate share in the land describe in the First Schedule hereto alongwith proportionate share in the common spaces, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other open spaces, common path of the properties necessary and convenient to its ingress to and egress from, maintenance for common use, motor, pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection etc. which has been mentioned more fully and particularly in the **Third Schedule** hereunder written with lawful aforesaid consideration subject to the purchaser’s undertaking to pay proportionally all the common charges, fees, duties, levies, taxes, rents,



impositions, outgoings etc. which are required for the purpose of the said premises and also for the purposes of the said building along with other owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the **Fourth Schedule** hereunder written.

**AND WHEREAS** the Purchaser having agreed to purchase the said Flat and the ..... Car parking space stated above and having paid the entire consideration money to the Developer herein, now call upon them to execute and register a proper Deed of Conveyance thereby selling, conveying and transferring the said Flat and the Covered Car parking space unto and in favour of the Purchaser absolutely and forever, and the Developer doth hereby comply with the said requisition of the Purchaser.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said agreement dated ..... and in consideration of the said sum of **Rs. ..../- (Rupees ..... only)** truly paid by the Purchaser to the Owners/Vendors herein through the Developer/Confirming Party herein in the manner stated in the memo of consideration hereunder written, the receipt whereof the Owners/Vendors and the Confirming Party as Developer hereby do and each of them doth hereby admit, acknowledge and received from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the Purchaser as well as the said Flat And Car Parking Space along with the undivided, indivisible and proportionate share and right, title and interest into the said land and premises with the facilities in common with other flat owner/s or occupiers thereto. The Owners/Vendors and the Developer /Confirming Party do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser **ALL THAT** one self contained flat being **Flat No. ....** containing a carpet area of ..... **Sq. ft.** situated at the ..... side on the ..... **floor** together with **one ..... Car parking space** measuring **more or less 120 sq. ft.** in the ground floor of the said G+IV storied building of the Said Building Project, being erected at the Said Property being Premises/Holding No. 352, Uttar Kumrakhali, Mouza-

Kumrakhali, Police Station- Sonarpur, Post Office - Narendrapur, within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 27, Kolkata-700 103, District South 24-Parganas, Police Station and A.D.S.R. at Sonarpur, which is more fully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the “**said Flat and Car Parking Space**” together with the undivided proportionate indivisible share in the land described in the **First Schedule** hereto together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other owners/occupiers having covenants conditions and stipulations etc. to enjoy and to have the right of user in common of all the roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Owners/Vendors into or upon the said land proportionately agreeing to pay proportionate expenses for maintenance of the said common portion and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said flat on the ..... **Floor** and the said car parking space at the Ground Floor of the said building having right to use, occupy, own possess the said flat and car parking space as mentioned in **SECOND SCHEDULE** hereunder written exclusively, subject to the Purchaser’s paying and discharging taxes and impositions or outgoings for the same and common expenses as per imposed or levied for the said Flat and Car Parking Space and other outgoings so long separate assessment is not made for the said **Flat and Car Parking Space** in the name of the Purchaser.

**The Vendors and the Developer do hereby covenant with the Purchaser as follows :-**

1. **NOTWITHSTANDING** anything hereinbefore done or suffered to the contrary, the owners/Vendors have good and absolute right, title and authority to grant, convey, transfer, assign and assure all that the said Flat and Car Parking Space mentioned in the **SECOND SCHEDULE** hereunder written along with common area with amenities and facilities

provided thereat and described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred unto the Purchaser in the manner aforesaid and that the owners/Vendors and the Developer/confirming party have not done or suffered knowingly from anything whereby the said flat and car parking space may be encumbered, affected or impeached in respect of the estate, title or otherwise.

**2.** That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding pending and have not been offered as security or otherwise to any authority whatsoever or howsoever.

**3.** That the Purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from and out of the said flat and car parking space without any let or hindrance, interruption, claim, disturbances or demand from or by the owners/Vendors or the Developer/confirming party or any person or persons claiming through or under or in trust for the owners/Vendors without any lawful eviction, let, hindrance, interruption or disturbances by any person or persons whatsoever.

**4.** All the taxes, land revenue and other impositions payable in respect of the said flat and car parking space up to the date of handing over the possession of the same to the Purchaser, shall be paid by the Owners/Vendors and if any portion of any tax, impositions etc. be found to have remained unpaid for the period as mentioned above, liability shall be of the owners/Vendors to pay the same and if the same is paid by the Purchaser then it will be recoverable from Owners/Vendors prior to the date of delivery of possession of the said Flat and the Covered Car parking space unto and in favour of the Purchaser and the Purchaser shall pay the entire taxes and outgoings in respect of the said flat and car parking space after the instant Deed of Conveyance is registered, possession given subject to the formation of the Association as mentioned here to when the Purchaser shall pay the Government Rent and Municipal taxes and other

outgoings exclusively for the said Flat and the Covered Car parking space and shall pay for all the common portions proportionately to the said Association as would be so directed .

**5.** The owners/Vendors shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the Purchaser for better or further effectuating and assuring the conveyance hereby made or the title of the Purchaser to the property hereby sold and conveyed or any mistake or deficiency to the extent of description or other particulars of the said property.

**6.** The Purchaser, his heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, sell, convey and assign the said flat and car parking space.

**7.** The Purchaser shall not cause any obstruction to the others in any manner in the entrance or exit or to user of any common space in the premises, keep any dirt/rubbish/refuse etc. save and expect the place is reserved for the said purpose.

**8.** The Purchaser shall pay the proportionate share of tax of the premises with other co-owners until or unless their names are separately assessed by the Rajpur-Sonarapur Municipality.

**9.** That the Purchaser shall not store any inflammable article, fireworks install any machinery, electrical motor and/or start any hotel business in the said flat and car parking space which may cause sound pollution/air pollution, smoke etc to the occupant of the other flats in the building.

**10.** That the Purchaser shall pay the proportionate share of premium of the Insurance for the said building if any.

**11.** The Purchaser shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners inclusive of the owners/Vendors (or previous land lord) herein.

**12.** Indemnification by the Vendor about the correctness of the Vendors' title and authority to sell and this Conveyance is being accepted by the Purchaser on such express indemnification by the Owners/Vendors about the correctness of the owners/Vendors' title, which if found defective or untrue at any time, the owners/Vendor, shall forthwith, take all necessary steps to remove and/or rectify the same.

**THE FIRST SCHEDULE REFERRED TO ABOVE**

**(Description of the land and Premises)**

**ALL THAT** piece and parcel of Bastu land measuring more or less 7 Cottah together with 200 Sq. Ft. tin shed structure standing thereon comprised in R.S. Dag No. 1543 appertaining to R.S. Khatian No. 738 & 740 of Mouza – Kumrakhali, J.L. No. 48, Touzi No. 260, R.S. No. 131, Pargana – Medanmolla, Ward No. 27, Holding No. 352, Dakshin Kumrakhali, under Rajpur-Sonarpur Municipality, Police Station and A.D.S.R. at Sonarpur, District – South 24 Parganas, Kolkata- 700 103.

**Butted and bounded**

On the North	:-	Part of R.S. Dag No. 1543
On the South	:-	8 ft. wide common passage,
On the East	:-	40 ft. wide main road
On the West	:-	R.S. Dag No. 1538

The name of the said proposed building project above is known, called and named **“RAJWADA RADIANCE”**.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of the Flat and Car Parking Space)**

**ALL THAT** Flat No. .... admeasuring ..... **sq. ft.** carpet area on the ..... **Floor** on the ..... side consisting of ... Bed rooms, ... Dining / Drawing room, ... Kitchen, ... Toilet, ... W.C., ... Verandah together with **one ..... car parking space in the ground floor** measuring 120 sq. ft. more or less of the said G+IV storied building together with

proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the **Third Schedule** hereunder written and the Flat is being erected as per aforesaid sanctioned Building Plan being Building **Plan No. 313/CB/27/31** dated **31.03.2017** , sanctioned by Rajpur-Sonarpur Municipality, Ward No. 27, Holding No. 352, Dakshin Kumrakhali, Kolkata- 700 103, as described in the First Schedule herein above.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(Common Rights And Services)**

1. All left open land pathway, drive way etc.
2. The space within the building comprised of the entrance, stair-case, stair-head room, landing lobbies roof.
3. The foundation columns, girders, beams, supports, main wall, the main gate and passage leading to the building and stair-case.
4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.
5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
6. Common sewerage lines.
7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
8. Water pump with motor and water distribution pipes (save those inside the flat).
9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.
10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Vacant roof, land open space in the Ground floor excluding garage space, electrical common fittings and fixtures wiring electric motor and pump, water pipe lines, stair, Lift, main gate and entrance, boundary

walls, electric meter space, common electric meter, water reservoir, overhead water tank, Generator and Power backup, CCTV, Water Filtration Plant and intercom facility in common areas etc. of the said Premises.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common expenses)**

- 1. MAINTENANCE:** All expenses for cleaning sweeping maintaining white washing, painting, repairing, renovating and replacing the including sanitary and plumbing.
- 2. OPERATION:** All expenses for running and operating all machineries equipments and installation in common parts, water pump with motor and lighting the common areas generator if any include the costs of repairing renovating and replacing the same.
- 3. INSURANCE:** Insurance premium against fire, riot, stick, malicious damage, earthquake etc. risks covering the said flat and the said building.
- 4. MUNICIPAL LAND REVENUE AND OTHER TAXES :** Municipal Land Revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water and water charges.
- 5. STAFF:** The Salaries or all other expenses for the staff employee or to be employed for common purpose including their bonus. If any and other emoluments benefits.
- 6. FLAT OWNERS ASSOCIATION:** Establishment and all other expenses of the Association including its formation establishment and miscellaneous expenses of the building or any agency of them looking after common purpose until handing over the same to the Association upon completion of sale and registration at all the flats in the said building to the respective purchaser and others.
- 7. RESERVE:** Creation of funds for replacement renovation and/or periodic expenses.

**8. OTHER:** All other expenses and/or outgoing expenses as may be incurred by the builder and/or the Association for common purpose.

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

**SIGNED, SEALED & DELIVERED**

At Kolkata

**WITNESSES :**

1.

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**SIGNATURE OF THE VENDORS**

2.

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**SIGNATURE OF THE PURCHASER**

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**SIGNATURE OF THE DEVELOPER**

**Drafted by :**

**Advocate**



**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchaser the within mentioned sum of **Rs. ..../- (Rupees ..... Only)** towards the full and final consideration price of the within mentioned flat and covered car parking space of the building Premise/Holding No. 27, Dakshin Kumrakhali, Kolkata - 700103 together with undivided proportionate share or interest in the land underneath as per memo below:-

<b><u>Srl. No.</u></b>	<b><u>Cheque No.</u></b>	<b><u>Date</u></b>	<b><u>Bank</u></b>	<b><u>Flat &amp; Car Parking Amount</u></b>	<b><u>S. Tax/GS T</u></b>	<b><u>Chq. Amount</u></b>

**Rs. ..../- (Rupees ..... Only)**

**SIGNED, SEALED & DELIVERED**

in presence of the following

**WITNESSES :**

1.

2.

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**SIGNATURE OF THE DEVELOPER**