

**DEED OF CONVEYANCE**

**THIS INDENTURE** is made this            day of ..... in the year of Two  
Thousand and ..... (201....).

**BETWEEN**

**SWAPNABHUMI REALTORS LIMITED (PAN NO. AAOCS447IJ)** (Phone No. ....) a Company incorporated under the Companies Act, 1956, having its registered office at Vill. - Chariswar, Post Office -Paikan, Police Station - K.L.C., District 24 Parganas (South), Kolkata – 700135, duly represented by its Managing Director **MR. BIDYUT KUMAR BAYEN (PAN-AJWPB0045K)**, (Phone No. ....) , son of Rabindra Nath Bayen, residing at Vill. - Krolberia, P.O. - Beonta, P.S. - K. L. C. Dist. - South 24 Parganas, PIN-743502, hereinafter referred to as the **OWNER/VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, successor-in-office and/or successors-in-office and/or assigns) of the **FIRST PART**

**AND**

**MORIAS INFRASTRUCTURE PRIVATE LIMITED (PAN NO. AAACP1548H)**, (Phone No. ....), a Company incorporated under the Companies Act, 1956, having its registered office at Suit: 511, 5<sup>th</sup> Floor, PS IXL Building, Near Chinar Park, 24 Parganas (North), Kolkata – 700136, Police Station - Rajarhat, Post Office – Rajarhat Gopalpur, duly represented by its Authorised Signatory **MR. SHARAD JAIN (PAN : ACTPJ8327N)**, (AADHAR No. 8003 3490 1748), (Phone No. ....), son of Hem Kumar Jain, residing at Hazaribagh Road, , Ranchi – 834009, Post Office - Bariatu and Police Station - Sadar, hereinafter 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, administrators, successor-in-office and/ or successors-in-office and its assignees] of the **SECOND PART**

**AND**

- (1) ..... (PAN \_\_\_\_\_) (AADHAR No. \_\_\_\_\_), (Phone No. ....), son of \_\_\_\_\_,
- (2) ..... (PAN \_\_\_\_\_) (AADHAR No. \_\_\_\_\_)

\_\_\_\_\_), (Phone No. \_\_\_\_\_), son of \_\_\_\_\_, both by Faith Hindu, by Nationality Indian, by occupation- \_\_\_\_\_ & \_\_\_\_\_ respectively, both residing at \_\_\_\_\_ Police Station- \_\_\_\_\_, Post Office- \_\_\_\_\_, Kolkata - \_\_\_\_\_ hereinafter referred to as the **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and permitted assigns) of the **THIRD PART.**

#### **WHEREAS**

- 1) On 23/02/2011 M/S Swapnabhumi Realtors Ltd. Purchased all that piece and parcel of agricultural Land (recorded as Sali) measuring about 11 Satak/ Decimals out of 23.25 Decimals comprised in R.S. and L.R. Dag No. 132 appertaining to R.S. Khatian No. 58, L.R. Khatian No. 13, in Mouza - Sukpukuria, J.L. No. 30, ADSR Office Bhangore, under police Station Bhangore now Kolkata Leather Complex District 24 Parganas South at present within the limits of Beonta 1 No. Gram Panchayet togetherwith all sorts of easement right over the passage/ Road and other benifits, facilities and advantages attached therein from one Astopada Naskar by a registered Deed of conveyance, dated 23<sup>rd</sup> February 2011, registered before the ADSR Bhangore South 24 Parganas duly recorded in Book No. I, CD Volume No. 3, Pages 2592 to 2603, being no. 868 for the year 2011,
- 2) Again on 15/03/2011 Swapnabhumi Realtors Ltd. Purchased all that piece and parcel of agricultural Land (Recorded as Sali) measuring about 46.50 Satak/ Decimals comprised in R.S. and L.R. Dag No. 132 appertaining to R.S. Khatian No. 58 L.R. Khatian No. 260, in Mouza Shukpukuria, J.L. No. 30, A.D.S.R Office Bhangore, under police Station Bhangore now Kolkata Leather Complex District 24 Parganas South at present within the limits of

Beonta 1 No. Gram Panchayet together with all sorts of easement right over the passage/ Road and other benefits, facilities and advantages attached therein from one Mullukchand Naskar by a registered Deed of conveyance 15<sup>th</sup> March 2011, registered before the A.D.S.R. Bhangore South 24 Parganas duly recorded in Book No. 1, CD Volume No. 4, Pages 2426 to 2442, being No. 1219 for the year 2011,

- 3) Thereafter on 29/09/2011 Swapnabhumi Realtors Ltd. purchased all that piece and parcel of agricultural Land (Recorded as Sali) measuring about 11.62 Satak/ Decimals out of 93 Decimals comprised in R.S. and L.R. Dag No. 132 appertaining to R.S. Khatian No. 58 L.R. Khatian No. 371, in Mouza Sukpukuria, J.L. No. 30, A.D.S.R. Office Bhangore, under police Station Bhangore now Kolkata Leather Complex District 24 Parganas South at present within the limits of Beonta 1 No. Gram Panchayet together with all sorts of easement right over the passage/ Road and other benefits, facilities and advantages attached therein from 1) Sushil Naskar @ Sushil Kumar Naskar 2) Bhim Naskar @ Bhim Chandra Naskar, 3) Mihir Naskar @ Mihir Kumar Naskar by a registered Deed of Conveyance dated 29/09/2011, registered before the A.D.S.R. Bhangore, South 24 Parganas, duly recorded in Book No. 1, CD Volume No. 11, Pages 2582 to 2600, Being no. 3633 for the year 2011,
- 4) Thus the said Swapnabhumi Realtors Ltd. became the owner of 69.12 decimal of Land Comprised in R.S. and L.R. Dag No. 132, Mouza Sukpukuria, J.L. No. 30, A.D.S.R. Office Bhangore, under Police Station Bhangore now Kolkata Leather Complex, District 24 Parganas South at present within the limits of Beonta 1 No. Gram Panchayet and applied before the concern B.L. & L.R.O. and got its name mutated and obtained Present L.R. Khatian No. 480, against the 70 Decimal Sali Land.
- 5) Thereafter the said Swapnabhumi Realtors Ltd. applied before the A.D.M. & D.L.R.O. for conversion of the said 70 Decimal of Sali land into Bastu Land and such conversion was duly allowed by the competent authority.

- 6) The said Swapnabhumi Realtors Ltd. (the Seller) seized and possessed of or otherwise well and sufficiently entitled to **All That** the piece and parcel of land containing an area of 70 (Seventy) Decimals, be the same or little more or less lying and situated at Mouza-Sukpukuria, J.L. No. 30, Re. Sa. No. 223, Touzi No. 147, comprises in R.S. & L.R. Dag No. 132 and L.R. Khatian No. 480 within the local limits of Beonta -1 No. Gram Panchayet, Police Station K.L.C., within the jurisdiction of Additional District Sub Registrar, Bhangore, District South 24 Parganas, morefully and particularly described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the **Said Premises**)
- 7) For the purpose of undertaking the development of the **said Premises**, a Development Agreement dated 27<sup>th</sup> November, 2017 was entered into between the Seller, the Developer and one **Bayen Enterprise** being the confirming Party therein which has been registered Development Agreement dated 29.11.2017, registered before the A.D.S.R. Bhangar, and duly recorded in Book No. I, Volume No. 1621-2017, Pages 148508 to 148570, being No. 162106354 for the year 2017, here in after referred to as the **said Development Agreement**, whereby and where under it has been agreed that the Developer would undertake the development of the **said Premises** for mutual benefit and for the consideration therein mentioned and subject to the terms and conditions contained and recorded in the said Development Agreement.

8. The **Vendor** and the **Developer** constructed building known as "....." consisting of several Flats/Shops and spaces in the Said Premises in accordance with the plan sanctioned by the Authority concern.

9. The **Vendor** and the **Developer** agree to sell and the Purchasers agree to purchase the Flat being **Flat No. ....** situated on the ..... Floor measuring a Carpet area ..... **Sq. Ft.** more or less, and one covered car parking space admeasuring ..... **Sq. Ft.** on the Ground floor of the said building more fully and particularly described in the **Second Schedule** hereunder written together with proportionate share or interest in the land described in the **First Schedule** at or for the total consideration of **Rs. ..../-** (Rupees.....) only ( consideration of the Flat **Rs. .... /-** and consideration of the car parking space **Rs. ..../-**);

**KK. AND WHEREAS** the Purchasers entered into registered Agreement for Sale dated ..... Registered before the ....., and duly recorded in Book No. I, Volume No. ...., Pages ..... to ..... Being No. .... for the year ....., with the **Owner/Vendor** and the **Developer** to purchase one flat being **Flat No.** ....., situated on the ..... Floor measuring carpet area ..... **Sq. Ft.** more or less and one covered car parking space admeasuring ..... **Sq. Ft.** on the Ground floor of the said building more fully and particularly described in the **Second Schedule** hereunder written, together with proportionate share of land and interest described in the **First Schedule** hereunder written as per the terms conditions mentioned therein.

**LL. AND WHEREAS** the Purchasers asked the **Owner/Vendor** and the **Developer** to execute the deed of conveyance in respect of the Said Flat being **Flat No.** ....., situated on the ..... Floor measuring carpet area ..... **Sq. Ft.** more or less, and one covered car parking space admeasuring ..... **Sq. Ft.** on the Ground floor of the said building more fully and particularly described in the **Second Schedule** hereunder written, together with proportionate share of land and interest described in the **First Schedule** hereunder written.

**NOW THIS INDENTURE WITNESSETH** as follows:

In pursuance of the said registered Agreement dated ..... and in terms of the conditions mutually agreed upon and in total consideration of payment of the said sum of **Rs.** ...../- (Rupees.....) only includes Taxes (consisting of tax paid or payable by the Developer by way of G. S. T. AND Cess or any other similar taxes which may be levied , in connection with the construction of the project payable by the promoter, by whatever name called) the lawful money of the Union of India truly paid by the Purchasers to the Developer on or before the execution of these presents (the receipt whereof the do hereby admit and acknowledge and/or from the same and every part thereof doth hereby acquit and forever discharge to the Purchasers, the Developer deliver and the Purchasers hereby taken the vacant peaceful possession of the **Flat No.** ....., situated on the .... floor, measuring Carpet area of ..... **Sq. Ft.** more or less, and one covered car parking space admeasuring ..... **Sq. Ft.** on the Ground floor of the said building known as "....." and together with all facilities and other amenities and the said **Vendor** and the **Developer** do hereby indefeasible grant convey, transfer and assure and assign free from all encumbrances, attachments liens, charges etc. unto and in favour of the Purchasers **All That** the piece and parcel of land containing an area of 70 (Seventy) Decimals, be the same or little more or less lying and situated at Mouza-Sukpukuria, J.L. No. 30, Re. Sa. No. 223, Touzi No. 147, comprises in R.S. & L.R. Dag No. 132 and L.R. Khatian No. 480 within the local limits of Beonta -1 No. Gram Panchayet, Police Station K.L.C., within the jurisdiction of Additional District Sub Registrar, Bhangore, District South 24 Parganas more fully and particularly described in the **Second Schedule** hereunder written together with common parts and portions and facilities and amenities provided thereon together with proportionate share of land described in the **First Schedule** hereunder written and the Said Flat No. ....

situated on the ..... floor, of the said building having carpet area of ..... Square Feet more or less and one covered car parking space admeasuring ..... Sq. Ft. on the Ground floor of the building hereinafter referred to as the **Said Flat** together with right to common with other Purchasers or Owner so acquiring similar right to enjoy and posses all common passages roof open spaces stairs case landing lobbies drains water courses, easement advantages liberties rights and privileges in anywise appertaining thereto or reputed to belong to the estate right title interest claim demand and of the **Vendor** and the **Developer** into and upon the said property, The specific purchased portion of the said Flat of the Purchasers pacifically described in the **Second Schedule** and written hereunder free from all encumbrances charges trust, liens, claims or demand whatsoever. The Purchasers shall have full easement right over the Said Flat of the said building and the common parts in common with the co-Owner, Purchasers and occupiers of the said building such common being described in the Fourth Schedule hereunder written subject to be governed by such rights and obligations as set forth in the Fifth Schedule hereunder written and also subject to the Purchasers paying and discharging terms and impositions on the Said Flat of the building and the common expenses as mentioned in the Schedule outgoings in connection with Said Flat and the said building proportionately also such other expenses as may be included in the said common expenses **TO ENTER INTO AND TO HAVE AND TO HOLD OWN POSSESS AND ENJOY** the Said Flat of the said building constructed on the basis of the sanctioned plan, hereby conveyed to the Purchasers absolutely and forever and the **Owner/Vendor** and the **Developer** to hereby covenant and agree with the Purchasers **THAT NOTWITHSTANDING** any act deed or things whatsoever and amenities by the Owner/Vendor and the Developer or by any of their ancestors or predecessors in title done or executed or knowingly suffered to the contrary the Owner/Vendor and the Developer now has good right full power and absolutely authority and indefeasible title to grant sell convey and transfer the Said Flat of the said building and also the common areas, facilities, expenses and obligations as described in the Second Schedule, Third Schedule, Fourth Schedule, Fifth Schedule and Sixth Schedule herein below respectively hereby grant convey sold and transferred or expressed or intended so to be unto and to the use of the Purchasers their heirs, executors administrators, representatives attachments charges liens, and lispendens and that the Purchasers their heirs, executors administrators representatives and assigns shall and may at all times hereinafter peaceably and quietly posses and enjoy the Said Flat of the said building receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Owner/Vendor and the Developer or any person or persons claiming or having any lawful authority to claim as aforesaid **AND FURTHER THAT** the Vendor and the Developer and all person having lawfully claiming any estate or interest whatsoever in the Said Flat of the said building or in the said common areas and facilities and also on the land underneath or any part thereof from under entrust for the Owner/Vendor and the Developer from or under any of their predecessors or successors, in title shall and will from time to time and at all times hereafter at the request and cost of the Purchasers, their heirs, executors, administrators representatives and assigns do and execute or cause to be done and executed all such

acts, deeds and things whatsoever for further and more perfectly assuring the Said Flat of the said building together with common areas and facilities and the land underneath and other parts thereof unto and to the use of the Purchasers and their heirs, executors, administrators representatives and assigns as may be reasonable required and that the Purchasers, their heirs executors, administrators representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold possess and enjoy the Said Flat of the said building or every part thereof without any lawful eviction hindrance and interruption disturbance claim or demand whatsoever from or by the Vendor and the Developer or any person or persons or any other flat or apartment Owner in the Said Premises.

The Purchasers have examined the plan and the title of the Vendor and the Developer to the Said Premises and the common part and common portion and the facilities and amenities provided in the said building including the Said Flat or unit and being fully satisfied themselves with regard to the title of the Vendor and the Developer and nature of the construction provided to them and shall not make any claim or demand whatsoever against the Vendor and the Developer in these respect in future.

The Vendor and the Developer shall always reserve their right over the common passage leading from the main road and shall be entitled to make further construction over the adjacent plot/plots of land which it may require and in such event the Purchasers of flats/units in the new building /buildings shall also have equal right over the said common passage.

**THE VENDOR and DEVELOPER** doth hereby covenant with the **PURCHASERS** as follows:-

- (a) **THAT NOTWITHSTANDING** anything hereto before done or suffered to the contrary the Vendor and the Developer have good and perfect right title and interest to convey, the flat and the undivided proportionate share in the said piece or parcel of land described in the First Schedule and all the rights privileges and appurtenances thereunto belonging and hereby sold conveyed and transferred to the Purchasers in the manner aforesaid and that Vendor and the Developer have not done or knowingly suffered anything whereby the Said Premises may be encumbered effected or imposed in estate title or interest or otherwise.
- (b) There are no encumbrances charges trusts, liens, attachments claims or demands whatsoever now subsisting on the Said Premises and that the same is not the subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any court or Revenue Authority.
- (c) The Purchasers shall henceforth peacefully and quietly hold possess and enjoy the rents and profits derivable from and out of the Said Flat without any hindrance interruption or disturbance from or by the Vendor and the



Developer or any person or persons claiming through or under or interest for the Vendor and the Developer and without any lawful hindrance interruption or disturbance by any other person or persons whomsoever.

- (d) The Vendor and the Developer may construct any shop rooms or commercial units in the building the Purchasers and/or occupiers of Flat of the building shall have no objection.

**THE FIRST SCHEDULE ABOVE REFERRED TO  
SAID PREMISES**

**All That** piece and parcel of Bastu land here ditaments admeasuring an area of 70 (Seventy) Decimals, be the same or little more or less lying and situated at Mouza Sukpukur, J.L. No. 30, Re. Sa. No. 223, Touzi No. 147, comprises in R.S. & L.R. Dag No. 132 and L.R. Khatian No. 480 within the local limits of Beonta -I No. Gram Panchayet, Police Station : Kolkata Leather Complex (K.L.C.), within the jurisdiction of Additional District Sub Registrar, Bhangore, District South 24 Parganas.

**On the North** : R. S. & L. R. Dag No.

**On the South** : R. S. & L. R. Dag No.

**On the East** : R. S. & L. R. Dag No.

**On the West** : R. S. & L. R. Dag No.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**FIRSTLY ALL THAT** the Flat No. .... on the ..... floor of the said Building Tower No. '.....' at the said premises admeasuring a carpet area of ..... sq. ft., built up area whereof being ..... sq. ft .super built-up area whereof being ..... sq. ft. (more or less] **AND SECONDLY ALL THAT** the exclusive right over and in respect of **ALL THAT** the ..... number of open/Covered car parking space in the ground floor/number of covered car parking space in the ground floor/number of covered car parking space in the basement to be allotted to the Purchaser **TOGETHER WITH ALL THAT** the undivided proportionate impartible indivisible share in all Common Parts Portions and Facilities to be comprised in the said Building attributable and/or allocable to the said Flat **AND**

**TOGETHER WITH ALL THAT** the undivided proportionate impartible indivisible share of the land in the said Premises attributable and/or allocable to the said Flat.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(COMMON PARTS AND PORTIONS UTILITIES AND AMENITIES)**

1. The Land and all other areas of the properties and all apparatus, systems, equipment and installations now or hereafter existing in the building or on the Project (but not part of any Flat), for the common use of all Flats or by all Flats owners necessary or convenient for the existence, maintenance or use of the property as a whole.
2. All foundations, columns, girders, beams and supports, including load bearing walls but excluding those which are specifically designated elsewhere
3. All structural floor assemblies including the underside of such assembly ceiling
4. All exterior walls of the building including the exterior limestone facade of the building and the structural masonry walls
5. All windows, window frames, casements and mullions
6. All central and appurtenant installations for services such as electricity, generator (with space required for installation of the same), telephone, television, gas, sewer, waste, hot and cold water (including all pipes, ducts, wires, chutes, cables and conduits located in Common Elements or in Flats) and all other mechanical equipment spaces (except those which are contained in any Flats) which serve or benefit all owners or other general common elements
7. Staircase on all the floors lobbies corridors.
8. Staircase landings and lift landings on all floors.
9. Lift wall with lift machine room.
10. Lift plant/car installation.
11. Ultimate Roof and Boundary Walls
12. Overhead water tank (domestic fire fighting) underground water reservoir water pipes and other common plumbing installation.
13. Electrical wiring meters and fittings in the common areas.

14. Drainage and sewerage.
15. Fire Fighting system installation and allied equipment.
16. Passage pathways driveways and entrance.
17. All shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all Flats or all Flat owners

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
(RIGHTS & OBLIGATION OF THE PURCHASERS)**

1. That the Purchasers shall own and enjoy the Said Flat of the building at the Said Premises described in the **First Schedule** thereof the Said Flat along with undivided proportionate share of land has been purchased by the Purchasers as per the said building plan approved and sanctioned by the Authority concern together with right in common with all other persons lawfully entitled hereto all sewers, drains, water courses, and all proportionate right in respect of all the common areas mentioned in the Third Schedule Above written.
2. That Purchasers shall become and remain Member of the Society, Company or Association to be formed by and consisting of the Owner of the flat of the buildings namely ..... constructed in the Said Premises written for the purpose of attending to safe guarding maintaining all matters and common interest like repairs white washing of the building and common colour washing or painting of the common parts of the building and repairing road, staircase, compound walls and all other common amenities lifts.
3. That the Purchasers shall observe and perform the terms and conditions and bylaws the rules and regulations of the said Society, Company or Association.
4. That the Purchasers shall not at any time carry on or suffered to carry on the flat hereby sold and conveyed or any part thereof or the Said Flat any trade or business whatsoever. Pursuant where of is may be or become any way, nuisance annoyance or danger to the Vendor and the Developer or its successors in office or to the Owner and/or the occupiers of the other flat Owner or of the Owner or occupiers of any neighboring property or which may tend to depreciate the value of the Said Flat or any part thereof as a residential property or permit the same to be used (except as aforesaid) for any purpose.
5. That the Purchasers shall give the owner of the other flats the necessary vertical and horizontal and lateral support for their flat and also a right to any way over all common roads, staircase, passages etc and shall and will be entitled to similar rights from and other Owner of the said building.

6. The Purchasers shall have the right to enter into any other flats in the said building for the purpose of affecting repair of service pipes line and portions of their flat as may be reasonably necessitate such entry with 48 hours advance intimation of their such intended entry to the Owner concerned and shall and will allow Owner of other flats such entry into their flat areas under similar circumstances and upon having similar prior Notice in writing.
7. The Purchasers shall be liable to pay directly to Corporation, municipality, Gram Panchayet and/or other appropriate authorities or contribute in proportion to the floor area of the Said Flat towards in the account of payment of Corporation or municipality or Panchayet taxes and other outgoings payable in respect of the said plot of land and/or the premises and in cases where the said payment shall not be made directly to the Corporation or municipality or Panchayet and/or statutory authorities as aforesaid same shall be made by the Purchasers to the Developer so long the Vendor and the Developer retains such authority and upon its formation to the Associations or Society of the Purchasers of the undivided proportionate share in the said land and thus becoming Owner of the several flats in the building and in defaults shall be liable for payment thereof with costs of litigation being sued by the Vendor and the Developer or the Association or Society as the case may be. The Purchasers shall mutate their name in the records of local authority in respect of their flat and proportionate share of land.
8. The Association of the flat owner shall be formed by the Purchasers herein, with other flat Owner in the building and submit the building to the provision of West Bengal Apartment Ownership Act 1972 and that the Purchasers shall and will sign and execute all forms returns declarations and documents as may be from time to time become necessary.
9. The Purchasers shall have the full proprietary rights on the Said Flat together with undivided proportionate share of land, the Purchasers shall be entitled to sell mortgage, let out lease out or transfer in any way permitted by laws without requiring to have or seek any consent for the purpose from the Vendor and Developer or any other Owner or Owner of the flat areas other then their own contained in the said Building.
10. The Purchasers undivided interest in the said soil or land described in the First Schedule hereunder written and shall remain joint forever with the Owner of other flat, Owner of the said building and it being hereby further declare that the interest in the said soil or the said Premises is impartible.
11. The Purchasers shall not in any case damage the main structural wall of the said building which may be prejudicial to the interest of the other flat Owner.

12. The Purchasers shall not decorate the exterior portion of the said flat otherwise than in the manner in writing by the committee.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
(COMMON EXPENSES)**

1. REPAIRING rebuilding repainting improving or other treatment as may be necessary for keeping the said Housing Complex and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof including the Common Areas Parts And Portions And Facilities.
2. PAINTING with quality paint as often as may (in the opinion of the Association/Holding Organisation] be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Housing Complex and the external surfaces of all exterior doors of the Buildings and decorating and colouring all such parts of the Housing Complex as usually are or ought to be.
3. KEEPING the gardens and grounds of the Entire property generally in a neat and tidy condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. KEEPING the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. PAYING a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the Entire property.
6. PAYING such workers as may be necessary in connection with the upkeep of the Entire project.
7. INSURING any risks.
8. CLEANING as necessary the external walls and windows (not forming part of any Unit) in the property as may be necessary keeping cleaned the common parts pathways passages landing and stair cases and all other common parts of the building.
9. CLEANING as necessary of the areas forming parts of the Entire property.

10. OPERATING maintaining and (if necessary) renewing the lighting apparatus and other Common Areas Parts And Portions And Facilities from time to time of the Entire property and providing such additional lighting apparatus
11. MAINTAINING and operating the lifts, generator and other Common Areas Parts And Portions And Facilities.
12. PROVIDING and arranging for the emptying receptacles for rubbish.
13. PAYING all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the Buildings or any part thereof excepting in so far as the same are the responsibility of the individual Owner/occupiers of any Flat.
14. ABATING any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of any individual lessee of any Flat.
15. GENERALLY managing and administering the development and protecting the Common Areas Parts And Portions And Facilities in the Buildings and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Flat.
16. EMPLOYING various staff for managing the maintenance either by the FMC/Developer or by the Association
17. EMPLOYING qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
18. COMPLYING with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye laws made thereunder relating to the building excepting those which are the responsibility of the Developer/occupier of any Flat.
19. THE Purchase maintenance renewal and insurance of equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.

20. ADMINISTERING the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.

21. THE provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Holding Organisation it is reasonable to provide.

22. SUCH time to be fixed annually as shall be estimated by the Holding Organisation (whose decision shall be final) to provide a reserve fund for items of expenditure referred to in this schedule to be or expected to be incurred at any time.

**THE SIXTH SCHEDULE ABOVE REFERRED TO  
(TAXES AND IMPOSITION)**

1. Until such time as the Said Flat comprised in the said building is separately assessed and/or mutated in respect of the municipal taxes or impositions, the Purchasers from the date of their purchase or occupation of the Said Flat whichever is earlier, shall have to bear and pay such proportion of such Corporation or municipal or Panchayat taxes and rates or impositions to the Vendor and the Developer as may be deemed reasonable from time to time by the Vendor and the Developer.
2. From the date of receiving possession of the said Flat, apart from the amount of such Corporation or municipal or Panchayat taxes and impositions the Purchasers shall also bear and pay other taxes and impositions including multi storied building tax, Urban land tax if any when necessary in respect of the Said Flat proportionately and the said building wholly.
3. All proportionate cost of maintenance, operating replacing white washing, painting, rebuilding, reconstructing, decorating, redecorating including the outer walls of the said building.

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

**EXECUTED AND DELIVERED** by  
the **VENDOR** hereto at Kolkata in the  
presence of:

1.

2.

**EXECUTED AND DELIVERED** by  
the **DEVELOPER** hereto at Kolkata in  
the presence of:

1.

2.

**EXECUTED AND DELIVERED** by  
the **PURCHASERS** hereto at Kolkata in  
the presence of:

1.

2.

Drafted by me,

**Mr. Nishant Kr. Saraf, Advocate (Enrollment No. F-314/2002)**

**Nishant Kr. Saraf Advocates**

8, Old Post Office Street,

2<sup>nd</sup> Floor, Kolkata 700 001.

Email: [nishantsaraf1976@gmail.com](mailto:nishantsaraf1976@gmail.com)



**MEMO OF CONSIDERATION**

**RECEIVED** on and from the within named Purchasers the within mentioned the sum of **Rs. ....**/- (Rupees.....) only includes Taxes (consisting of tax paid or payable by the Developer by way of G. S. T. AND Cess or any other similar taxes which may be levied , in connection with the construction of the project payable by the promoter, by whatever name called) :-

<b>Dated</b>	<b>Cheque No.</b>	<b>Bank</b>	<b>Amount (Rs.)</b>
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**WITNESS**

1.

2.

**DEVELOPER**

\*\*\*\*\*  
DATED THIS                      DAY OF ..... 201...  
\*\*\*\*\*

BETWEEN

SWAPNABHUMI REALTORS LIMITED ..... VENDOR  
AND  
MORIAS INFRASTRUCTURE PRIVATE LIMITED ..... DEVELOPER  
AND  
..... & ANR. .... PURCHASERS

CONVEYANCE  
(Flat No. ....)

**NISHANT KR. SARAF ADVOCATES**  
8, OLD POST OFFICE STREET,  
2<sup>ND</sup> FLOOR, KOLKATA 700 001.  
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Email: nishantsaraf1976@gmail.com