

Draft Copy

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made, effected, instrumented and/or executed at Kolkata on this _____ day of _____, Two Thousand Twenty One (2021) A.D.

BY AND BETWEEN

[1] **SRI TAPAN DAS, PAN – ADOPD1108M** son of Late Sudhir Chandra Das, sole proprietor of M/s. T.Das & Associates, having it office at 436, Purba Sinthee Road, Madhugarh, Post – Ghughudanga, P.S Dum Dum, Kolkata – 700030, (2) **SMT. RINA PAUL PAN CLYPP8387G**, wife Late Dilip Paul, by occupation – Housewife, (3) **SMT. JHUMUR PAUL, PAN – CLYPP8343N** wife of Sri Soudip Paul and daughter of Late Dilip Paul, by Occupation – Housewife (4) **SRI DIPANKAR PAUL, PAN – CGIPP5355F** son of Late Dilip Paul by occupation – Business, (5) **SRI ASHOKE KUMAR PAUL, PAN – CTPPP7983D** son of Late Gopal Chandra Paul by Occupation – Business, (6) **SRI BISWAJIT PAUL, PAN – BJCPP9357H** son of Late Gopal Chandra Paul by occupation – Business, (7) **SRI SATYAJIT PAUL, PAN – ALLPP8563A** son of Late Gopal Chandra Paul by occupation – Business, owners No.2 to 7 all are residing 35, Purba Sinthee Bye Lane, Maidanpally, Post : Ghughudanga, P.S Dum Dum, Kolkata – 700 030 all by faith – Hindu, all by Nationality – Indian, hereinafter “**Jointly**” referred to as the “**OWNERS**”(which expression shall unless excluded by or repugnant to the context be deemed to mean and include **their** heirs, executors, administrators, legal representatives, successors or successors, nominee or nominees and/or permitted assigns) of the **FIRST PART.**

The owners / Vendors are represented through their Constituted Attorneys **M/S. T. DAS & ASSOCIATES**, a proprietorship concern having it office at 436, Purba Sinthee Road, Madhugarh, Post – Ghughudanga, P.S Dum Dum, Kolkata – 700030, being represented by its sole proprietor **SRI TAPAN DAS, PAN ADOPD1108M** son of Late Sudhir Chandra Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 436, Purba Sinthee Road, Madhugarh, P.S Dum Dum, Kolkata – 700 030, by dint of a Registered Power of Attorney on 5th day of February, 2018, which was executed before the office of Additional District Sub Registrar at Cossipore Dum Dum, and recorded in recorded in book No I, C.D. Volume No. 15062017, being No. 15060873 for the year 2018.

AND

M/S. T. DAS & ASSOCIATES, a proprietorship concern having it office at 436, Purba Sinthee Road, Madhugarh, Post – Ghughudanga, P.S Dum Dum, Kolkata – 700030, being represented by its sole proprietor **SRI TAPAN DAS, PAN ADOPD1108M** son of Late Sudhir Chandra Das, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 436, Purba Sinthee Road, Madhugarh,

P.S Dum Dum, Kolkata – 700 030, herein after referred to as the **DEVELOPER/ PROMOTER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **his** successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **SECOND PART.**

AND

SRI _____ (**PAN:** _____) son of _____, By Occupation - _____, By faith- Hindu, By Nationality- Indian, By Occupation- Retired, Residing at _____, _____, _____, P.O.- & P.S.- _____, Kolkata-700_____, Dist- North 24 Parganas, West Bengal hereinafter referred to as the **"PURCHASER (S)"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **his/his/their** successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **THIRD PART.**

BACK GROUND:

A) **WHEREAS** one Gopal Chandra Paul since deceased was the sole and absolute owner of a plot of land measuring about 03 Cottahs 01 Sq.ft more or less situated under Mouja Purba Sinthee, J.L. No 22, Touji No 1298/2833, Comprised in C.S Dag No 113 (Pro) and C.S Dag no. 134, under P.S Dum Dum within the Municipal Limits of South Dum Dum Municipality which he acquired by way of a Register Deed of Sale duly executed and registered on 20.03.1956 and the said Deed was registered with the Office of the Sub-Registrar Cossipore Dum Dum and recorded in Book No 1, Volume No 53, Pages 120 to 125, being no. 3245 for the year 1956.

B) **AND WHEREAS** by virtue of the said Deed of Sale being No. 3245 dated 20.03.1956 the said Gopal Chandra Paul became the owner of his purchased property and mutated his name in the Govt. Serestha as well as in the local Municipality and well seized and possessed of and/or well and sufficiently entitled to the said property constructed a two storied building thereon and being well seized and possessed of and/or otherwise well and sufficiently entitled to his said land with two storied structure died intestate on 30.12.1992 leaving behind his 5 sons viz. (i) Braja Dulal Paul, since deceased (ii) Dilip Paul, since deceased, (iii) Sri Ashoke kumar Paul, (iv) Sri Biswajit Paul, and (v) Sri Satyajit Paul, two daughters viz, Smt. Amita Paul & Smt. Namita Paul as his legal heirs and successors.

C) **AND WHEREAS** by operation of Hindu Succession Act, the legal heirs of the deceased Gopal Chandra Paul became the joint owner of the said land with two storied building in respect of their each equal undivided 1/7th share, be it recorded that the wife of the deceased Gopal Chandra Paul was also deceased.

D) **AND WHEREAS** while enjoying the said property, one of the undivided share holder Dilip Paul died intestate on 19.11.2004 leaving behind his widow Smt. Rina Paul, the vendor No 2 herein, one son Sri

Dipankar Paul the vendor No.4 herein, and one daughter Smt. Jhumur Paul, the vendor o 3 herein as his legal heirs and successors and by operation of Hindu Succession Act, they became the joint owner in respect of their each equal undivided 1/3rd share in the undivided 1/7th share left by the deceased Dilip Paul.

E) **AND WHEREAS** while enjoying the said property by the undivided share holder, the two daughters of the deceased Gopal Chandra Paul viz, Smt. Amita Paul & Smt. Namita Paul gifted away their undivided 2/7th share in the said plot of land with two storied building in favour of their brothers viz, Sri Ashoke Kumar Paul, Sri Biswajit Paul & Sri Satyajit Paul, and legal heirs of the deceased Dilip Paul viz, Smt. Rina Paul, Sri Dipankar Paul and Smt. Jhumar Paul by way of a registered deed of gift on 31.12.2013 which was registered with the Additional District Sub-Registrar, Cossipore Dum Dum on 12.01.2016 which was recorded in Book No 1, Volume No. 1506-2016, pages 23575 to 23617, being No. 150600449 for the year 2016.

F) **AND WHEREAS** Braja Dulal Paul, his wife Smt. Anita Paul, his only son Rajat Paul died intestate at a time in a Railway accident on the same day on 19.07.2012 leaving their only legal heirs S.t. Priyanka Paul and by operation of Hindu Succession Act, the said Smt. Priyanka Paul became the sole and absolute owner of undivided 1/7 share in the said plot of land with two storied building left by her father-in-law Braja Dulal Paul.

G) **AND WHEREAS** thereafter while enjoying the said property by the said Smt. Priyanka Paul well seized and possessed of and/or otherwise well and sufficiently entitled to her undivided 1/7th share in the said property sold, conveyed and transferred her undivided 1/7th share the said property to the developer herein Sri Tapan Das by way of registered Deed of Sale which was registered with the Office of the Additional District Sub-Registrar Cossipore Dum Dum on 29.05.2017 and recorded in Book No 1, Volume No 1506-2017, Pages 119788 to 119810, being no. 150603742 for the year 2017.

H) **AND WHEREAS** the said Tapan Das by the strength of the said Deed of Sale vide No 150603742 became the joint owner of undivided 1/7th share in the said pot of land with two storied building and started to enjoy his undivided 1/7th share in the said property.

I) **AND WHEREAS** thus the vendor No. 1 herein became the joint owner of his purchased undivided 1/7th share and the vendors No. 2 to 4 became the joint owner of undivided 1/7th share and vendor No. 5,6, & 7 became the joint owner of undivided 5/7th share in the said property which they have inherited from their predecessors and ultimately the vendors herein became the joint owner of the said entire joint property measuring about 03 Cottahs 01 sq.ft more or less situated under Mouja Purba Sinthee, J.L. No. 22, Touji No 1298/2833, comprised in Khatian No 168 & 613, Proja Khatian No 169, 632, dag no. 113 & 134 under P.S Dum Dum within the Municipal Limits of South Dum Dum Municipality, and mutated their name in the records of the South Dum Dum Municipality and the municipal holding

Number has been renumbered as 50, Purba Sinthee Bye Lane under ward No 12, in the District of North 24 Parganas together with a two storied cement flooring dwelling house measuring about 1400 sq.ft i.e. 700 sq.ft. more or less in each floor. For the sake of brevity the plot of land with dwelling house herein after referred to as the “**SAID PROPERTY**”.

J) **AND WHEREAS** the owners herein due to inconvenience in enjoyment of their respective share in the said property desired to construct a multistoried building at their undivided properties and knowing decision of the owners herein the developer herein being one of the co-sharer requested desire to construct a multistoried building at their said property mentioned in the schedule “A” here under written.

K) **AND WHEREAS** the developer hereto is a well established and reputed building contractor having practical knowledge and experience of construction of multistoried building, and sound financial position to built multi storied building having self sufficient and/or self contained residential flats/ apartments.

L) **AND WHEREAS** the owners No 2 to 7 were not getting any time as well as having their personal problems to build up the multistoried building over the property stated in the schedule hereunder given and as such the owners and the developer hereto have been mutually settled to build a multistoried building over the schedule mentioned property of this agreement.

M) **AND WHEREAS** the owners herein and the developer herein duly entered into an agreement for development for construction of a multi storied building on 05.02.2018 which was registered with the Additional District Sub-Registrar, Cossipore Dum Dum and same was recorded in Book No. I, C.D Volume No 1506-2018 , being No 15060857 for the year 2018. For the sake of brevity the said development agreement herein after referred to as the “**DEVELOPMENT AGREEMENT**”.

N) **AND WHEREAS** accordingly the owners No 2 to 7 herein appointed / nominated the SRI TAPAN DAS son of Late Sudhir Chandra Das, sale proprietor of M/s. S.T Das & Associates, having it office at 436, Purba Sinthee Road, Madhugarh, Post – Ghughudanga, P.S Dum Dum, Kolkata – 700030, as their constituted attorney by a Registered Development Power of Attorney which was registered with the Additional District Sub Registrar of Cossipore Dum Dum and recorded in book No I, C.D. Volume No. 15062017, being No. 15060873 dated 05.02.2018 and empowered the proprietor of the developer firm Sri Tapan Das to do all acts, deeds and things in the name and on behalf of the owners herein in respect of their said property.

O) **AND WHEREAS** by dint of the said registered general power of attorney as well by the strength of the above registered development agreement, the developer herein amalgamated the said property of the owners herein in to one holding and the holding number has been fixed as 50, Raj Rajeswari Road, Kolkata – 700 030 and the developer herein duly completed all the municipal work in respect of the said

property and a building plan has been sanctioned by the South Dum Dum Municipality on2019 vide plan no. 182 and the developer has started construction on the "A" schedule property.

P) **AND WHEREAS** the developer herein started the construction of a multistoried building at the said property lying & situated at being municipal holding No. 50, Purba Sinthee Bye Lane, Kolkata – 700 030.

AND WHEREAS the Developer is constructing the building on the said property consisting of several flats / Garage/Unit spaces according to the sanctioned plan sanctioned by the South Dum Dum Municipality vide plan No. _____ dated _____ day of _____, _____, which is now completed as inhabitable conditions.

AND WHEREAS the Owners/Vendors being the party of the first part and Developer party of the second part as Developer, Confirming Party and attorney agree to sell from their **DEVELOPER ALLOCATION** and the Purchasers agree to purchase Residential Flat being Flat No "_____" on the _____ Floor, _____ (_____) Side, measuring _____ (_____) Sq. ft. more or less including super built up area of the said building at the below schedule mentioned property, more fully and particularly described in the Second Schedule hereunder written and together with proportionate share and interest on the land described in the first schedule at or for the consideration of Rs. _____/- [Rupees _____] only @ _____/- (Rs. _____) per sq. Ft.

Vendors/Owners and the Purchasers entered into an Agreement for Sale :: In terms and conditions of the above Agreement for Sale dated made between the Vendors/Owners herein as the First Part and the Developer herein as the Second Part and the Purchasers herein as the Third Part, the Vendors/Owners and The Developer have agreed to sell and the Purchasers has agreed to purchase the **ALL THAT** one self contain Flat in being Flat Vide No. _____, on the _____ Side of the _____ Floor, measuring a super built up area of _____ Sq.Ft. more or less of the said building including undivided impartible proportionate share or interest in the land or ground together with undivided common rights on the terrace and parapet walls, all common amenities and facilities appended thereto the said building, more fully mentioned and described in the **SECOND SCHEDULE** hereunder in the said for the total price of consideration of Rs. _____/- [Rupees _____] only free from all encumbrances and liabilities whatsoever.

On the request of the Purchasers, the Vendors/Owners/Developer have agreed to execute and register a Deed of Conveyance in favour of the Purchasers in respect of the said Flat mentioned herein below, of the said building including undivided impartible proportionate share or interest in land, together with undivided common rights on the terrace and parapet walls with all common amenities and facilities appended thereto the said building and premises more fully mentioned and described in the **SECOND**

SCHEDULE hereunder written at or for the price or consideration money free from all encumbrances and liabilities whatsoever absolutely and forever.

TOGETHER WITH the land, whereupon or on part whereof, the same is erected and built and premises, that are part and parcel thereof, together with all rights, liberties, privileges, easements, profits and appendages, right of ingress and egress and right of air and light, that are belonging thereunto and/or reputed so to belong and all muniments of title documentation, that are in the custody, power and possession of the Vendors/Owners, relating to the demised premises and all rents, issues, profits and usufructs there from, for the Purchasers TO HAVE AND TO HOLD, the same for an indefeasible title, in fee simple, free from all encumbrances whatsoever, absolutely and forever, doth hereby covenants, with the Purchasers, that notwithstanding, any act, deed or thing done by them, or their predecessor-in-interest, they the Vendors/Owners, have in their good, rightful, power and absolute authority, to grant, sell, convey, transfer, assign and assure, the demised premises, unto the Purchasers, as is being done by this instrument and that there is no latent or patent defect of title of the Vendors/Owners in the same, or any latent or patent defect of title of the Purchasers i.e. being obtained through this instrument and further that there is no clog on the title of the Vendors/Owners and further there is no impediment, or bar for the Vendors/Owners to absolutely sell the demised premises as Vendors/Owners thereof, either under any law, or statute, or under any order of Court, or any other statutory forum, or Municipality or under any contract and the Vendors/Owners, hereby further covenant with the Purchasers, that the demised premises and every part thereof, is totally free from all encumbrances whatsoever and the Vendors/Owners hereby keeps the Purchasers sufficiently harmless and indemnified against the same and the Vendors/Owners hereby further covenant with the Purchasers, that all municipal taxes, electric bills, maintenance charges and all other outgoings, in respect of the demised premises, shall be borne by the Vendors/Owners till the month, date or quarter in which this conveyance is being executed or vacant and peaceful possession is taken, whichever is earlier, as shall be applicable and thereafter the same shall be paid by the Purchasers and the Vendors/Owners hereby further mutually covenant with the Purchasers, that the Purchasers shall be free to use, occupy, enjoy, possess and absolutely own the same, without any let or hindrance, claim, question or demand, being raised by the Vendors/Owners or any one claiming through or under them, or in trust or in equity and the Vendors/Owners further covenant with the Purchasers, that on request of the Purchasers, they will be bound to do, all and every act and to sign, execute and register if necessary, all deeds, documents, applications and papers, for more perfectly assuring the title, of and in the demised premises AND the parties doth hereby mutually covenant with one another, that all of them shall at all times in future, duly comply with all the terms and conditions contained in this conveyance.

THE VENDORS / OWNERS AND DEVELOPER DOTH HEREBY FURTHER COVENANT WITH THE PURCHASERS AS FOLLOWS: -

1. The interest which the Vendors professed to transfer, subsist and the Vendors have good, rightful power and absolute authority and indivisible title to grant, convey, transfer, assign and assure unto the Purchasers and every part or parts thereof respectively unto the Purchasers and the Vendors/Owners have not at any time hereto before done, omitted, committed, suffered or been party or privy to any act, deed or thing whereby they may be prevented from granting conveying transferring assigning or assuring the said demised premises which is morefully and specifically mentioned and/or described in the Schedule.
2. It shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and upon the said demised premises which is morefully and specifically described in First Schedule hereunder and thus the demised premises is hereby sold, conveyed and transferred unto the Purchasers and every part thereof and to enjoy the said demised premises which is morefully and specifically described in Schedule hereunder, without any interruption claim or demand whatsoever by the Vendors/Owners or any person or persons claiming through under or in trust for the Vendors.
3. The said demised premises which is morefully and specifically described in Second Schedule is hereby sold conveyed and transferred unto the Purchasers and freed and discharged from or otherwise by the Vendors/Owners sufficiently indemnified against all and all manner of encumbrances claims and demands whatsoever caused, created, occasioned and / or made by the Vendors/Owners or any person or persons claiming or to claim through under or in trust for the Vendors/Owners.
4. The Vendors/Owners or every person or persons under or representing them, lawfully claiming any estate, right, title or interest into or upon the said demised premises which is more fully and specifically described in the Schedule hereunder, hereby sold conveyed and transferred unto the Purchasers or any part thereof through under or in trust for the Vendors/Owners shall and will at all times hereafter upon every reasonable request and at the cost of the Purchasers make, do, acknowledge, execute and perfect all such further and other lawful and reasonable acts, deeds, assurances, matters and things whatsoever for the further better and more perfectly assuring the said premises unto the Purchasers or shall or may be reasonably required.
5. The Vendors/Owners promise, declare, undertake and covenant with and to the Purchasers that they shall attend and/or present themselves before any Forum and/or Court and/or Govt. Authority and/or Organization and/or statutory body including South Dum Dum Municipality, CESE for and/or on behalf of and at the request of the Purchasers in order to answer, clarify, if any question, query and / or dispute is raised by the above authorities i.e. to corroborate, pass on and/or transfer better title to, for

and in favour of the Purchasers the Vendors/Owners shall attend to any authority at any time at the request of the Purchasers.

6. That the Vendors/Owners hereby undertake and indemnify to pay all dues and/or arrears till the date of execution of these presents to and for the Purchasers or vacant and peaceful possession is taken, whichever is earlier, on account of municipal taxes, levies, electricity bills etc.

7. That the Vendors/Owners are the joint, exclusive and absolute Vendors/Owners of the property and/or otherwise well and sufficiently entitled to the said property (which is morefully and specifically mentioned and/or described in the Schedule).

8. That the Vendors/Owners hereby declares, that the properties appurtenant thereto is free from all encumbrances, mortgages (including mortgage by deposit of title deeds or anomalous mortgage under the Transfer or property Act), charges, liens, lispens, annuity, right of residence or maintenance under any testamentary disposition, settlement or other documents or under any law, debutters, wakf, trusts, benami transactions, adverse possession, attachments, decree or order including any injunction or prohibitory order, acquisition, requisition, vesting, alignment, claims, demands and liabilities of whatsoever or howsoever nature and that the Vendors/Owners have and hold clear, undisputed, undisturbed, marketable and authentic title to the same.

9. The Vendors/Owners have actual, undisturbed, undisputed, exclusive, and absolute Ownership and khas physical possession of the said premises (which is morefully and specifically mentioned and/or described in the Schedule).

10. The Vendors/Owners also declare that the entire First Scheduled property is neither affected by and/or included under any law suit and/or proceedings nor affected by and under the (Urban Land Ceiling Regulation) Act., and/or scheme related to such Act or any other Law in force for the time being.

11. The Vendors/Owners have not entered into any Agreement for Sale, Lease, License, Tenancy and or any sort of Agreement and/or Contract with any body, person and/or organization in respect of and/or regarding the Scheduled property other than the abovementioned Purchasers.

12. The Vendors/Owners have not mortgaged this Scheduled property to any person and/or organization and/or body Corporate and/or bank etc.

13. The Vendors/Owners declare that there is no Title Suit pending and/or active in any Court and/or Tribunal etc. in respect of and regarding this scheduled property.

14. The Vendors/Owners neither have received any notice for Acquisition and/or Requisition, nor any process and/or proceeding for Acquisition and/or Requisition under any law or laws for the time being in force, is active and /or pending and /or under process and/or in motion in any Court, Tribunal and/or Administrative office and offices in respect of and with regard to the Scheduled property and the area appurtenant thereto or any part or portions thereof.

15. That it is hereby further agreed that the Purchasers hereto as the absolute owners of the said flat shall have all right to sell, gift, transferred and assign the said flat in any manner and the Developer/vendors or any co-owners shall have no objection to any such transferred.

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT price and parcel of Rayati Dakhali Satya Bisista bastu land measuring about 03 Cottahs 00 Chittaks 01 sq.ft. more or less, under Mouza Purba Sinthee, J.L. No. 22, Touji No. 1298/2833, Re : Sa No. 8, comprised in Dag No. 113 & 134, Praja Khatian No 169 & 632, under Khatian No. 168 & 631 under P.S Dum Dum within Sub Registry Office, Cossipore Dum Dum in the District of 24-Parganas (North) under Ward No 12 within South Dum Dum Municipality being Municipal Holding No. 50(New) Purba Sinthee Bye Lane, Kolkata – 700030 being butted and bounded as:

ON THE NORTH, Land under Plot No 12,

ON THE SOUTH : Land under Plot No 8,

ON THE EAST : 12' wide P.S Bye Lane,

ON THE WEST : Land under Dag No. 110 & 114.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of Flat)

ALL THAT piece and parcel of a Self contained Flat being No. “ _____ ” on the _____ Floor, _____ Side, measuring super built up total area of _____ (_____) Sq. ft. more or less, consisting of 1 (One) Bed Room, 1 (one) dining cum Drawing, 1 (One) Toilet, 1 (one) balcony and 1(One) Open kitchen of the said building namely, on the first schedule mentioned property, along with undivided proportionate share of land and including rights of users of the common areas in the building namely _____..

THE THIRD SCHEDULE ABOVE REFERRED TO

[Common Parts and Portions]

1. The foundation columns, girds, beams, supports, main walls, corridors, lobbies, stairs, roof, stairways entrance to and exist from the building intended for common use.
2. Common rights on the passages and lobbies on the Ground Floor excepting for other saleable spaces.
3. Water pump and electrical panels, wirings, switches and all electrical installations in common portions.
4. Overhead water tank, water pipes and other common plumbing installations and pump appended therein.

5. Windows, doors, grills and other fittings of the common areas of the said premises and/or the said building.
6. Electrical machine parts, electrical wiring, motors and fittings excluding those as are installed for any particular flat or unit in the said building.
7. All drains, sewers, drainage rain water pipes, septic tank, under ground deep tube well with boring therein,
8. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the said premises and/or building as are necessary for passage to or user and occupancy of the said unit or flat in common and expressly to be the common parts of the building and premises.
9. Outside Paved periphery of the building stair. Lobby, Landing, entrance can't be used for parking of Motorcycle, cycle.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Expenses]

- i.** All costs of maintenance, replacing, repairing, white washing, painting, re-building, reconstructing, decorating, re-decorating and lighting the common parts and the portions and the common areas and also the outer walls of the said building and parking spaces.
- ii.** The costs of cleaning and lighting the passage, landings, staircase and all other parts of the building including the open compound.
- iii.** Insurance premium for insuring the said building against earthquake fire, lightening, mob-damages, civil commotion etc.
- iv.** The salaries of clerks, Caretaker, sweepers, electricians, plumbers and all other persons employed for the same purpose.
- v.** All charges and deposits for supplies of common utilities to the co-owners in common.
- vi.** Municipal Taxes and other outgoing expenses those as are separately assessed on the respective flat or unit.
- vii.** Cost and charges of establishment for maintenance of the said building and for watch and ward staff.
- viii.** All litigation expenses for protecting the title of the said land and building.
- ix.** The office expenses incurred for maintenance of the office for common purpose.
- x.** Costs of establishment and operation of the Association upon its formation relating to common purposes.
- xi.** All such other expenses and outgoings as are deemed by the Vendors/Owners and/or of the Association to be necessary for or incidental thereto.

xii. All expenses referred to above shall be borne and paid proportionately by the co-Purchasers on and from the date of taking over the Possession of their respective flats or units but the Vendors/Owners shall be liable to bear such charges in respect of flats or units not taken by any Purchasers.

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

SIGNED, SEALED AND DELIVERED

In presence of the following

Witnesses:

1.

SIGNATURE OF TH VENDORS/OWNERS

SIGNATURE OF TH VENDORS/OWNERS/DEVELOPER

2.

SIGNATURE OF THE PURCHASERS

MEMO OF CONSIDERATION

Received a sum of **Rs.** _____ /- [Rupees _____] only as full and final consideration as follows:- .

<u>DATE</u>	<u>BANK</u>	<u>BRANCH</u>	<u>CHEQUE</u>	<u>AMOUNT (Rs)</u>
TOTAL AMOUNT (Rs)				_____ /-

(_____ Only)

IN THE PRESENCE OF :

1.

2.

SIGNATURE OF THE DEVELOPER