### DEED OF CONVEYANCE

THIS INDENTURE 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
OM BISWAKARMA EVENTS [PAN: AAFFO9439C] a partnership firm having its registered office at 385 Dum Dum Cossipore
Road, P.S. Dum Dum, P.O. Motijheel, District North 24-Parganas, Kolkata-700074, REPRESENTED BY IT'S PARTNERS (1) SRI
RANADHIR SAHA, (PAN: AYZPS9689J), son of Sri Benimadhab Saha, by faith Hindu, by Nationality-Indian, by Occupation-
Engineer, residing at 174, Purba Sinthee Bye Lane, P.S. Dum Dum, P.O. Ghugudanga, DistNorth 24-Parganas, Kolkata-
700030, West Bengal, (2) SRI BASUDEV SAHA (PAN: ALUPS4587P), son of Sri Ruhidas Saha, by faith Hindu, by Nationality-
Indian, by Occupation-Business, residing at 385 Dum Dum Road, P.S. Dum Dum, P.O. Motijheel, DistNorth 24-Parganas,
Kolkata-700074, West Bengal, (3) SRI TANMOY GHOSH (PAN: ADTPG7125J), son of Late Sukumar Ghosh, by faith Hindu, by
Nationality-Indian, by Occupation- Business, Resding at 6B, New Road, P.SBaguiati, Post: Deshbandhunagar, DistNorth 24-
Parganas, Kolkata-700059, West Bengal, (4) SRI ASHOK SAHA (PAN: AMAPS7160F), son of Sri Gopinath Saha, by faith Hindu,
by Nationality- Indian, by Occupation-Business, residing at 37, Sukumar Ghosh Road, P.SBelghoria, P.O. Nandannagar, Dist
North 24-Parganas, Kolkata-700083, West Bengal, hereinafter referred to and called as the "OWNERS" (which term or
expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his legal
heirs, executors, administrators, authorized representatives, nominees and assigns) of the <b>FIRST PART</b> .
<u>A N D</u>

OM BISWAKARMA EVENTS [PAN: AAFF09439C] a partnership firm having its registered office at 385 Dum Dum Cossipore Road, P.S. Dum Dum, P.O. Motijheel, District North 24-Parganas, Kolkata-700074, REPRESENTED BY IT'S PARTNERS (1) SRI RANADHIR SAHA, (PAN: AYZPS9689J), son of Sri Benimadhab Saha, by faith Hindu, by Nationality-Indian, by Occupation-Engineer, residing at 174, Purba Sinthee Bye Lane, P.S. Dum Dum, P.O. Ghugudanga, Dist. –North 24-Parganas, Kolkata-700030, West Bengal, (2) SRI BASUDEV SAHA (PAN: ALUPS4587P), son of Sri Ruhidas Saha, by faith Hindu, by Nationality-Indian, by Occupation-Business, residing at 385 Dum Dum Road, P.S. Dum Dum, P.O. Motijheel, Dist.-North 24-Parganas, Kolkata-700074, West Bengal, (3) SRI TANMOY GHOSH (PAN: ADTPG7125J), son of Late Sukumar Ghosh, by faith Hindu, by Nationality-Indian, by Occupation- Business, Resding at 6B, New Road, P.S.-Baguiati, Post: Deshbandhunagar, Dist.-North 24-Parganas, Kolkata-700059, West Bengal, (4) SRI ASHOK SAHA (PAN: AMAPS7160F), son of Sri Gopinath Saha, by faith Hindu, by Nationality- Indian, by Occupation-Business, residing at 37, Sukumar Ghosh Road, P.S. –Belghoria, P.O. Nandannagar, Dist.-North 24-Parganas, Kolkata-700083, West Bengal,, herein after Jointly referred to as the DEVELOPER / PROMOTER (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their successor or successors, successors in office, successors in interest, and/or permitted assigns) of the SECOND PART.

# AND (PAN: AVIPD9814E) wife of Dilip Dome, by occupation – Service, by faith- Hindu, by Nationality -Indian, residing at \_\_\_\_\_\_, P.O.-\_\_\_\_\_ & P.S.-\_\_\_\_\_, Dist- 24 Parganas (North), Kolkata- 700035, West Bengal, hereinafter referred to as the "PURCHASER (S) / ALLOTEE" (which expression shall unless excluded by or repugnant to

the context be deemed to mean and include **his / her / their** successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **THIRD PART**.

WHEREAS Sri Desh Ranjan Kundu, Sri Chitta Ranjan Kundu, their legitimate elder brother Monoranjan Kundu since deceased and their mother Smt. Radha Rani Kundu, jointly as Eight part of partition Deed got All that a piece and parcel of land measuring 7-12-12 Seven Cottahs Twelve Chlittacks Twelve square feet more or less unde Dag No. 386 and adjacent to that land measuring 9-5-19 Nine Cottahs Five Chittacks Nineteen square feet more or less Doba land under Dag no. 387 and All that a Piece parcel of land measuring 1-13-39 One cottah Thirteen Chittacks Thirtynine square feet in the southern side of that Doba well seized and possessed of totaling an area of 18-15-25 Eighteen Cottahs Fifteen Chittacks Twenty Five square feet marked lot "E" by virtue of a Deed of patition registered at Sub-Registrar cossipore Dum Dum on 23/03/1951 and copied in Book No. 1, Volume No. 46, Pages 227 to 242, Being No. 3515 lying and situated at Mouza Dum Dum House, J.L. No. 19, R.S. No. 237, Touzi No. 1070/2834, comprised in Khatian No. 88, within the limits of South Dum Dum Municipality, in the District of North 24-Parganas along with their others seven other part Sri Rakhal Raj Kundu, Sri Patit Paban Kundu, Prabhat Kundu and others.

AND WHEREAS Smt. Radha Rani Kundu While enjoying the same jointly made a Registered Deed of Gift of her undivided 1/4<sup>th</sup> share of the total property measuring 4-11-40 Four cottahs Eleven chittacks Forty square feet in favour of her three sons namely Sri Desh Ranjan Kundu, Sri Chitta Ranjan Kundu and Monoranjan Kundu since deceased by a registered Deed of Gift on 07/12/1959 registered at Sub Registrar Cossipore Dum Dum and copied in Book No. 1, Volume No. 116, Pages 233 to 235, Bing No. 8212 for the year 1959.

AND WHEREAS Sri Desh Ranjan Kundu, Sri Chitta Ranjan Kundu and Monortnjan Kundu since deceased jointly became the absolute owners of the total property measuring an area of 18-15-80 Eighteen Cottahs Fifteen Chittacks Twenty Five square feet marked lot "E" therein by virtue of the said Deed of Gift executed by their mothe Smt. Radha Rani Kundu and also by virtue of partion and while enjoying the same said Monoranjan Kundu died intestate leaving behing his surviving wife smt Avarani Kundu, two sons namely Sri somenath kundu, Sri Sunil Kumar Kundu and one daughter Alo Rani Kundu as his legal heirs and successors and the undivided 1/3rd share of the total property left by Monoranjan Kundu were jointly inherited by his wife smt. Avarani Kundu, two sons namely Sri Somenath Kundu, Sri Sunil Kumar Kundu and one daughter Alo Rani Kundu by virtue of inheritance of their husband, sons and daughter respectively.

**AND WHEREAS** Sri Desh Ranjan Kundu, Sri Chitta Ranjan Kundu, Smt. Avarani Kundu, Sri Somenath Kundu, Sri Sunil Kumar Kundu, Alo Rani Kundu while jointly seizing, possessing and enjoying the same sold out some portion of land and the rest of the portion of land was in their khass possession.

AND WHEREAS Sri Desh Ranjan Kundu, Sri Chitta Ranjan Kundu, Smt. Avarani Kundu, Sri Somenath Kundu, Sri Sunil Kumar Kundu, Alo Rani Kundu the vendors therein jointly decided to sell all that a piece and parcel of land measuring an area of 3-11-40 Three Cottahs Eleven Chittacks Forty square feet comprised in Dag No. 386 under khatian no 88 and Sri Ratan Lal Bhuiya the purchaser thlerein and vendor herein purchased the same by a registered Deed of Sale on 16/01/1976 registered at Sub Registrar Cossipore Dum Dum and copied in Book No. 1, volume No. 13, pages 70 to 76, Being No. 220 for the year 1976 from Sri Desh Ranjan Kundu, Sri Chitta Ranjan Kundu, Smt. Avarani Kundu, Sri Somenath Kundu, Sri Sunil Kumar Kundu, Alo Rani Kundu.

<u>AND WHEREAS</u> The said Sri Ratan Lal Bhuiya the vendor therein became the absolute owner of the said property by virtue of purchase and mutated his name in the records of South Dum Dum Municipality by paying rates and taxes therefore having Holding No. 338 R.N. Guha Road, under ward No 8 and enjoying the same free from all encumbrances and while enjoying the same Sri Ratan Lal Bhuiya sold **ALL THAT** a piece and parcel of land measuring and area of 3-11-40 Three Cottahs Eleven Chittacs Forty

square feet more or less together with 100 sft. R.T. Shed structure thereon to **SRI KANTI PODDER** the purchaser therein and vendor herein by a registered Deed of Sale on 12/09/2018 registered at Additional District Sub Registrar Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2018, Pages from 369411 to 369431, Deed No. 150608207, for the year 2018 from said Sri Ratan Lal Bhuiya.

AND WHEREAS said Sri Kanti Podder the vendor therein became the absolute owner of ALL THAT a piece and parcel of land measuring an area of 3-11-40 Three Cottahs Eleven Chittacks Forty square feet more or less together with 100 sft R.T Shed structure thereon by virtue of purchase and recorded his name in the records of L.R. Khatian No. 2560, comprised in L.R. Dag No. 1010 and thereafter to construct Five storied building thereon Sri Kanti Podder the Vendor herein obtained Building sanction plan from the South Dum Dum Municipality vide sanction Plan serial No. 603/2018-2019 Dated 13/12/2018 but due to lack of finance the vendor herein was unable to proceed with the construction work and the vendor herein enjoying the same free all encumbrances by mutated his name in the records of South Dum Dum Municipality by paying rates and taxes therefore having Holding No. 338 R.N. Guha Raod, Kolkata- 700074, under ward No.8 and the vendor herein has got every right to transfer the same to anybody by anyway.

<u>AND WHEREAS</u> said Sri Kanti Podder the Vendor therein for urgent need of money announced to sell out **ALL THAT** a piece and parcel of Basut land measuring an area of **3-11-40** Three Cottahs Eleven Chittacks Forty square feet mor or less together with **100 sft R.T Shed** structure thereon.

<u>AND WHEREAS</u> there after <u>OM BISWAKARMA EVENTS</u> is became the absolute owners of the property which is morefully particularly described and mentioned in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS thereafter by the said indenture OM BISWAKARMA EVENTS is became the absolute owners and exclusive possessor in respect of the aforesaid property and muted their names in the concern South Dum Dum Municipality and getting Municipal Holding No. 338, R.N. Guha Road, P.O. – Motijheel, Kolkata – 700074, under South Dum Dum Municipality, Ward No. 11, and paying tax regularly and absolutely seized and possessed of the same free from all sorts of encumbrances together with right to develop the same and to sell, convey and/or transfer the same to any intending buyer or buyers at any consideration or under any terms and conditions as the Vendor shall think fit and proper.

**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. **542** dated 24<sup>th</sup> day of February, 2020, which is now going on progress.

AND WHEREAS the Owners/\	Vendors being the p	party of the firs	t part and D	evelope	r party of	f the secor	nd pa	rt as
Developer, Confirming Party ar	nd attorney agree to	sell from their	DEVELOPE	R ALLO	CATION	l and the F	Purcha	asers
agree to purchase Residential I	Flat being Flat No "_	" on the _		Floor,		(		)
Side, measuring	_ () Sc	q. ft. more or les	s including s	uper buil	t up area	of the said	buildi	ng at
the below schedule mentioned p	property, more fully a	and particularly o	described in t	he Seco	nd Sched	lule hereun	der w	ritten
and together with proportionate	share and interest o	on the land desc	ribed in the fi	irst sche	dule at or	for the cor	nsider	ation
of <b>Rs.</b> /-	- [Rupees		]	only	@ _		_/-	(Rs.
	) per sq. Ft.							

<u>Vendors/Owners and the Purchasers entered into an Agreement for Sale</u>: 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 <u>ALL_TH</u>	<u>IAT</u> one self contain Flat	t in being Flat Vide	∍ No, or	n the
Side of the	Floor, measuring a	super built up area of	Sq. Ft. more	or less of the	said
building including undivided impa	artible proportionate sha	are or interest in the lan	d or ground togeth	ner with undiv	∕ided
common rights on the terrace and	parapet walls, all comm	on amenities and facilitie	s appended thereto	the said build	ding,
more fully mentioned and desc	ribed in the SECOND	SCHEDULE hereunde	r in the said for	the total pric	e of
consideration of Rs.	/- [Rupees	] only free	from all encumbra	nces and liabi	ilities
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, lispendens, 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)

<u>ALL THAT</u> piece or parcel of land admeasuring 3 (Three) Cottaha 11 (Eleven) Chittacks 40 (Forty) sq. ft. be the same a little more or less, lying and situated at Mouza – Dum Dum House, J.L. No. 19, R.S. No. 237, Touzi No. 1070/2834, under C.S. Khatian No. 88 Corresponding to R.S/ L.R. Khatian No. 2560, Corresponding to L.R. Khatina No. 2560, Comprise to C.S. Dag No. 386, under R.S. Dag No. 386/1622 corresponding to L.R. Dag No. 1010, under P.S. – Dum Dum, under South Dum Dum Municipality, Ward No. 08, being Municipal Holding No. 338, R.N. Guha Road, P.O. – Motijheel, Kolkata – 700074, within the Jurisdicion of A.D.S.R. Cossipore Dum Dum, in the District of North 24 Parganas butted and bound by:

ON THE NORTH : 12 ft wide common Passage

ON THE SOUTH : Land of Anju Rani Saha and pabitra bala Saha and 5 ft wide passage.

ON THE EAST : 12 ft wide common Passage

ON THE WEST : Property of Nripendra Nath Majumder.

#### 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]	Covered
Room (on the basis of actual measurement) of the said building namely, on the first schedule mentioned proper	ty, along
with undivided proportionate share of land and including rights of users of the common areas in the building	namely
BALAJI BHABAN.	

#### 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.

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.

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.

<u>IN WITNESS WHEREOF</u> 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 THE DEVELOPER

SIGNATURE OF THE PURCHASERS

2.

#### **MEMO OF CONSIDERATION**

Received a su consideration a	m of <b>Rs.</b>	/- [Rupe	ees	] only as	full and final
<u>DATE</u>	<u>BANK</u>	BRANCH	CHEQUE	AMOUNT (Rs)	
		TO.	TAL AMOUNT (Rs)		
(		Oı	nly)		I
IN THE PRESE	ENCE OF :				
1.					
2.					

SIGNATURE OF THE DEVELOPER