

DEED OF CONVEYANCE

THIS INDENTURE is made this day of _____, in the year **TWO THOUSAND TWENTY FOUR (2024):**

BETWEEN,

- 1. AMRITLAL KARAMCHAND SHAH alias AMRITLAL**, having **PAN-AKFPS0420D**, Son of Late Karamchand Lalchand Shah, by faith- Jain, by occupation- Business, by nationality- Indian, residing at 27, Allenby Road, near Northern Park, P.O.+P.S.- Bhowanipore, Kolkata -700 020, **2. RASIKLAL KARAMCHAND SHAH**, having **PAN- AAHPS2082B**, Son of Late Karamchand Lalchand Shah, by faith- Jain, by occupation- Business, by nationality- Indian, residing at the Imperial, North Tower, 3007, B.B. Nakashe Marg, Near A.C. Market, Tulsiwinti, Mumbai, Maharashtra-400 034, **3. NIRMAL GULABCHAND SHAH**, having **PAN- AAUPS1198K**, Son of Late Gulabchand Karamchand Shah, by faith- Jain, by occupation- Business, by nationality- Indian, residing at 33, Chitrakoot, Altamount Road, Cumballa Hill, Mumbai, Maharashtra – 400 026, all are represented by their constituted attorneys **1. KIWI REALTY PRIVATE LIMITED, PAN-AAJCK4028Q**, a company registered under the Companies Act, 1956, having its Registered Office at HA – 153, Salt Lake City, Sector – III, P.O. – Market, P.S. Bidhannagar South, Kolkata– 700 097 duly represented by **MR. RADHE SHYAM SAINI, PAN- ATAPS2708J**, son of Motilal Saini,

KIWI REALTY PVT. LTD.


Authorized Signatory

by faith Hindu, residing at Ward 1, Chandmari Road, Khetri, Jhunjhunu, Rajasthan 333503, who has been duly authorized by way of resolution of the Board of Directors to represent the Company and **2. ANNPEEY ESTATES PRIVATE LIMITED, PAN – AAECA1318G**, a company registered under the Companies Act, 1956, having its Registered Office at 267 B.B. Ganguly Street, P.O. & P.S.- Bow Bazar, Kolkata – 700 012, represented by one of its director, **ZAFAR AHMED KHAN, PAN- AIHPK8406F**, Son of Nasir Ahmed Khan, by faith - Muslim, by occupation- Business, by nationality - Indian, residing at 33, Belgachia Road, P.O.- Belgachia, P.S.- Tala, Kolkata- 700 037, has been appointed as constituted attorney by registered power of attorney dated 16.10.2023, duly registered in the Office of the Additional Registrar of Assurance – II, Kolkata, in Book No. I, Pages from 524426 to 524453, being No. 190214605 for the year 2023, hereinafter referred to as **“the OWNERS/VENDORS”** (which term or expression shall unless, repugnant to the subject be deemed to mean and include their respective legal heirs, executors, legal representatives, administrators, successors nominees and assigns) of the **FIRST PART:**

AND

1. _____, **PAN-**_____, **(AADHAAR NO.**
- _____), Son of _____, by faith- _____,
 by Occupation- _____, by nationality- _____, residing at
 _____, P.O.- _____, P.S. – _____, District-
 _____, Pin Code – _____, **2.** _____,
PAN- _____, **(AADHAAR NO.- _____),**
 Son/daughter/wife _____, by faith- _____, by
 occupation- _____, by nationality- Indian, both are residing at
 residing at _____, P.O.- _____, P.S. – _____,
 District- _____, Pin Code – _____, residing at
 _____, P.O.- _____, P.S. – _____, District-

_____, Pin Code – _____, residing at _____,
P.O.- _____, P.S. – _____, District- _____, Pin Code
– _____, residing at _____, P.O.- _____, P.S.
– _____, District- _____, Pin Code – _____,
hereinafter collectively referred to as **“the PURCHASERS/SECOND PARTIES”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include each of their respective heirs, heiress, executors, administrators and assigns) of the **SECOND PART:**

AND

1. KIWI REALTY PRIVATE LIMITED, PAN- AAJCK4028Q, a company registered under the Companies Act, 1956, having its Registered Office at HA – 153, Salt Lake City, Sector – III, P.O. – IB Market, P.S. Bidhannagar South, Kolkata – 700 097 duly represented by **MR. RADHE SHYAM SAINI, PAN- ATAPS2708J**, son of Motilal Saini, by faith Hindu, residing at Ward 1, Chandmari Road, Khetri, Jhunjhunu, Rajasthan 333503, who has been duly authorized by way of resolution of the Board of Directors to represent the Company and **2. ANNPEEY ESTATES PRIVATE LIMITED, PAN – AAECA1318G**, a company registered under the Companies Act, 1956, having its Registered Office at 267 B.B. Ganguly Street, P.O. & P.S.- Bow Bazar, Kolkata – 700 012, represented by one of its director, **ZAFAR AHMED KHAN, PAN- AIHPK8406F**, Son of Nasir Ahmed Khan, by faith - Muslim, by occupation- Business, by nationality - Indian, residing at 33, Belgachia Road, P.O.- Belgachia, P.S.- Tala, Kolkata- 700 037, hereinafter jointly 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 legal representatives, executors, administrators, successor and/or successors in office and assigns) of the **THIRD PART:**

WHEREAS by an indenture of conveyance made in the year 1936, registered in the Registrar of Assurances, Calcutta and recorded in Book No.- I, Volume No. 11, pages from 206 to 216, being No. 785 for the year 1936 one Karamchand Lalchand, son of Lalchand purchased from one Mussammat Meher Nigar Banu, wife of Bashir Ahmed ALL THAT piece and parcel of revenue redeem gland containing by estimation an Area of 2 (Two) Bighas and 3 (Three) Cottahs more or less together with partly one and partly two storied brick built messuage hereditaments lying situate at and being Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta, hereinafter referred to as the “said Property” and morefully described in the schedule there under written at or for the consideration mentioned therein paid by the said Karamchand Lalchand from his own funds. In the event of said purchase said Karamchand Lalchand became owner and possessor of the said premises No. 33, Bow Bazar Street together with structure thereon, being the said premises.

AND WHEREAS in the event of thus happened said Karamchand Lalchand while thus seized, possessed and sufficiently entitled to as absolute sole owner in respect of said property, being ALL THAT piece and parcel of revenue redeem gland containing by estimation an Area of 2 (Two) Bighas and 3 (Three) Cottahs more or less together with partly one and partly two storied brick built messuage hereditaments lying situate at and being Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta made an Indenture dated 15.09.1953, duly registered in the Office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 85, Pages from 234 to 239, being No. 3444 for the year 1953, wherein said Karamchand Lalchand was mentioned as Settlor and the Owner/Owner

Nos. 1 and 2 herein alongwith their brother Gulabchand Karamchand were mentioned as Trustees. In the said Indenture dated 15.09.1953 it was mentioned that each of the owner/owner Nos. 1 and 2 along with said Gulabchand Karamchand having a vested right or interest in 1/3rd share in the said property subject to discharging the obligations as regards creating fund to the extent of Rs. 25, 000/- (Rupees Twenty Five Thousands) only for the marriage of the two unmarried daughters of said Karamchand Lanlchand and sisters of owner/owner Nos. 1 and 2 herein and said Gulabchand Karamchand, namely Krishna Kumari and Malati and also divide the residual income in four equal share, in which one share of income would have the wife of said Karamchand Lalchand and mother of the owner/owner Nos. 1 and 2 and said Gulabchand Karamchand namely Gulab Bai for her natural life in lieu of maintenance.

AND WHEREAS as per the said conditions as mentioned in the said Indenture dated 15.09.1953 the owner/vendor Nos. 1 and 2 along with said Gulabchand Karamchand discharged their obligations as regards to create fund for marriage of their two unmarried sisters and their said two sisters had been married long ago. Furthermore their mother namely Gulab Bai alias Gulabbai Karamchand Shah also died on 23.10.1991 and thereupon the conditions of the said Trust had been fulfilled and/or ceased to exist. So the owner Nos. 1 and 2 and their brother Gulabchand Karamchand, since deceased became absolute joint owners of the said property.

AND WHEREAS in the event of charged the obligations as per the indenture dated 15.09.1953 and death of said Gulab Bai alias Gulabbai Karamchand Shah the Amritlal Karamchand, being the Owner No. 1, Rashiklal Karamchad, being the Owner No. 2 and Gulabchand Karamchand, since deceased became absolute owners and persons in possession having each of them 1/3rd share in respect of said Property viz. ALL THAT piece and parcel of revenue redeem gland containing by estimation an Area of 2 (Two)

Bighas and 3 (Three) Cottahs more or less together with partly one and partly two storied brick built messuage hereditaments lying situate at and being Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta. It is clarified that after expiry of death of one of the Freedom Fighter namely Bipin Behari Ganguly the name of the said Bow Bazar Street had been renamed as Bipin Behari Ganguly Street by the then Government. So the name of the premises became 33, B.B. Ganguly Street.

AND WHEREAS in the event of thus happened while said Gulabchand Karamchand seized, possessed and sufficiently entitled to undivided 1/3rd share in the piece and parcel of revenue redeem gland containing an area by estimation an Area of 2 (Two) Bighas and 3 (Three) Cottahs more or less together with partly one and partly two storied brick built messuage hereditaments lying situate at and being Premises No. 33, Bow Bazar Street at present Premises No. 33, B.B. Ganguly Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta, died intestate on 02.06.2020 leaving behind his only son Nirmal Gulabchand Shah, being the Owner No. 3 herein as his sole legal heir and successor, who inherited the share in the said property left behind by said Gulabchand Karamchand Shah. It is mentioned herein that the wife of said Gulabchand Karamchand Shah predeceased (i.e. on 25.10.2013) of her husband namely Gulabchand Karamchand. Thereafter present owners applied for mutation and upon consideration of deed, documents and continuous possession of the owners the concerned authority of the K.M.C. mutated the names of the owners in respect of the said property viz. **ALL THAT** piece and parcel of revenue redeem gland containing an area by estimation an Area of **2 (Two) Bighas and 3 (Three) Cottahs** more or less together with partly one and partly two storied brick built messuage hereditaments lying situate at and being Premises No. 33, Bow Bazar Street

in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta presently K.M.C. at present Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S.- Bow Bazar, Kolkata- 700 012 as owners under Assessee No. 110460400302.

AND WHEREAS in the event of thus happened the Owners herein became absolute joint owners and persons in possession having each of them 1/3rd share in respect of the afore mentioned property **ALL THAT** piece and parcel of revenue redeem gland containing an area by estimation an Area of **2 (Two) Bighas and 3 (Three) Cottahs** more or less together with partly one and partly two storied brick built messuage hereditaments lying situate at and being Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta presently K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S.- Bow Bazar, Kolkata- 700 012 under Assessee No. 110460400302, hereinafter referred to as the “said Property” and morefully described in the “**Schedule**” hereunder Written.

AND WHEREAS by a Development Agreement dated 16.10.2023, duly registered in the office of Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2023, Pages from 524231 to 524282, Being No. 190214596 for the year 2023 the Owners herein jointly have entrusted the developer herein in respect of ALL THAT Bastu Land measuring an area of 2 (Two) Bighas and 3 (Three) Cottahs more or less together with old structure thereon and also path ways, drive way, boundary wall etc. lying at and being formerly Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta at present K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046,

P.S. - Bow Bazar, Kolkata- 700 012 thereby empowering and authorizing the developer to construct a multistoried building thereon in accordance with the sanctioned plan to be sanctioned by the concerned authority of the Kolkata Municipal Corporation and in the said Development Agreement along with other terms and conditions it has been provided that the developer will bear all expenses as would be needed and/or to be incurred for the purpose of sanctioning building plan as also constructing multistoried building in terms and/or in accordance with the sanctioned plan. In view of incurring expenses towards sanctioning fees, as also for bearing the cost of construction the developer would get 80% of the built up area of the proposed building together with proportionate share on the land, common spaces and common amenities relating thereto which is collectively called and referred to as the “Super Built Up Area”, which would be the developer’s allocation and the developer herein would acquire right over the said property in respect of the developer’s allocation. As such the Owner/Vendor also gave registered development Power of Attorney dated 16.10.2023, duly registered in the Office of the Additional Registrar of Assurance – II, Kolkata, in Book No. I, Pages from 524426 to 524453, being No. 190214605 for the year 2023 in favour of the Developer herein for doing needful for the purpose of Development on the land in respect their share including Sale, Assignment, Lease or Transfer right in any form in respect of developer’s allocation.

AND WHEREAS in terms of and/or in compliance of said Development Agreement dated 16.10.2023 in respect of the said **ALL THAT** Bastu Land measuring an area of 2 (Two) Bighas and 3 (Three) Cottahs more or less together with old structure thereon lying at and being formerly Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta at present K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal

Corporation Ward No. 046, P.S. - Bow Bazar, Kolkata- 700 012, the developer herein applied for sanction of Building Plan and thereupon the Building Plan of the proposed building has already been sanctioned by the concerned authority of the Kolkata Municipal Corporation being Building Permit No. _____ dated _____, Borough – ____, of the Kolkata Municipal Corporation and thereupon the construction of the proposed building was started and same has been completed as per sanctioned plan.

AND WHEREAS in the event of payment of the consideration money in terms of the said Development Agreement, the developer herein acquired right over the said property in respect of the developer's allocation and in terms of the said Development Power of Attorney the developer company has been empowered to represent the owners and/or to enter into the Agreement For Sale of the flats in respect of the developer's allocation. It has been decided and/or agreed by and between the parties herein that the area of the proportionate share of the super built up area, staircase and common passage relating to the said unit will be imposed and determined as would be applied and / or applicable in case of other intending purchasers.

AND WHEREAS for avoiding the future completions all the owners of the said premises alongwith the Developer clarified between themselves the respective allocation of Flats/Units and Car Parking Spaces in the said proposed new building and on the basis of the said clarifications the Developer herein have got its demarcated allocations and the instant Flat viz. **ALL THAT** One Residential Flat, being **Flat No.** ____, measuring Covered area of _____ (_____) **Sq. Ft.**, on the _____ **Floor** of the building known as “ _____ ” lying at and being formerly Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta at present K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata

Municipal Corporation Ward No. 046, P.S. - Bow Bazar, Kolkata- 700 012 within the local Limits of Kolkata Municipal, hereinafter referred to as the “said Flat” and morefully described in the Third Schedule hereunder written, which is sold, transferred and conveyed is within the said demarcated allocation of the Developer. Since instant Flat is being sold from the developer’s allocation, so entire consideration money is received and taken by the Developer.

AND WHEREAS the developer herein on the consent and confirmation of the Owners of the said premises making them as parties entered into an Agreement for Sale on _____ with the Purchaser herein in respect of **ALL THAT** One Residential Flat, being **Flat No.** _____, measuring Covered area of _____ (_____) **Sq. Ft.**, on the _____ **Floor** of the building known as “_____” lying at and being formerly Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta at present K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S. - Bow Bazar, Kolkata- 700 012 within the local Limits of Kolkata Municipal, from the developer’s allocation and the developer has received full payment towards consideration of the said Flat from the Purchasers.

AND WHEREAS for the reasons as aforesaid on the request and instance of the developer, the owners of the said premises being agreed to sell, convey and transfer do hereby and hereunder sell, convey and transfer **ALL THAT** One Residential Flat, being **Flat No.** _____, measuring Covered area of _____ (_____) **Sq. Ft.**, on the _____ **Floor** of the building known as “_____” lying at and being formerly Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta at present

K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S. - Bow Bazar, Kolkata- 700 012 within the local Limits of Kolkata Municipal, in favour of the Purchasers and the Purchasers are also agreeable to purchase the said Flat **ALL THAT** One Residential Flat, being **Flat No.** _____, measuring Covered area of _____ (**_____**) **Sq. Ft.**, on the _____ **Floor** of the building known as “_____” lying at and being formerly Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta at present K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S. - Bow Bazar, Kolkata- 700 012 within the local Limits of Kolkata Municipal, morefully described in Third Schedule hereunder written, and the common areas and facilities described in Fourth Schedule hereunder written at a total consideration of **Rs.** _____/- (**Rupees _____**) **only**, excluding G.S.T. amount. It is mentioned herein that the consideration of this Deed is including T.D.S. has been borne by the Developer herein.

AND WHEREAS the owners/vendors and the developer have agreed to sell and transfer and the Purchaser has agreed to purchase and acquire on ownership basis **ALL THAT** One Residential Flat, being **Flat No.** _____, measuring Covered area of _____ (**_____**) **Sq. Ft.**, on the _____ **Floor** of the building known as “_____” lying at and being formerly Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta at present K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S. - Bow Bazar, Kolkata- 700 012 within the local Limits of Kolkata Municipal, also together with the undivided proportionate share or interest in all common parts, portions, areas and facilities/amenities comprised in the said building

and/or the said Premises morefully and particularly mentioned and described in the Fourth Schedule hereunder written and Together With the undivided indivisible proportionate share or interest in the land comprised in the said Premises and attributable thereto but without any right over and in respect of excluded portion at the said Premises hereinafter collectively referred to as the said Flat and the properties appurtenant thereto.

AND WHEREAS The Purchaser having made full payment of the amount of consideration agreed to be paid in terms of the said Sale Agreement in respect of the said Flat and the properties appurtenant hereto has requested the Developer herein to execute the Deed of Conveyance in respect of the said Flat and the properties appurtenant thereto which the Developer has agreed to do so subject to the terms and conditions hereinafter appearing. It is provided here in this Deed certain expressions have been assigned the meaning as would appear from the First Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in the pursuance of the said Agreement and in pursuance of the consideration of a sum of **Rs.** _____ **/- (Rupees _____) only,** of the lawful money of the Union of India well and truly paid by the Purchasers to the developer as per memo below at or before the execution hereof (the receipt whereof the developer do hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchasers and also the said Flat and the Properties Appurtenant thereto hereby intended to be sold and transferred) the owners/vendors with the instance, request consent and concurrence of the Developer, at the request of the Purchasers do hereby sell transfer convey, and or release relinquish and disclaim all its right title interest into or upon the said Flat and Properties Appurtenant thereto unto and in favour of the Purchaser herein absolutely and forever do hereby sell transfer convey assure grant

and assign **ALL THAT** One Residential Flat, being **Flat No.** _____, measuring Covered area of _____ (_____) **Sq. Ft.**, on the _____ **Floor** of the building known as “ _____ ” lying at and being formerly Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta at present K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S. - Bow Bazar, Kolkata- 700 012 within the local Limits of Kolkata Municipal, hereinafter referred to as “the Said Flat” situated whereof is shown and delineated in the map or plan hereto annexed and bordered in RED thereon Also together with the proportionate share or interest in all other common areas, parts and portions facilities and/or amenities comprised in the said building at the said Premises (morefully and particularly mentioned and described in the Fourth Schedule hereunder written) and also the undivided impartible indivisible proportionate share or interest in the land comprised in the said Premises and attributable to the said Flat (hereinafter referred to as the Undivided Share) unto and in favour of the Purchasers and the said Flat and the undivided proportionate share in all common parts portions areas and facilities and the said undivided share are hereinafter collectively referred to as the Said Flat and the Properties Appurtenant thereto together with the right to use the common areas installations and facilities in common with the other Flat Owners/Co-Purchaser and the owners and other lawful occupants of the New Building excepting and reserving but such right easements and quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Flat and the Properties Appurtenant thereto (morefully and particularly mentioned and described in the Sixth Schedule hereunder written) **TO HAVE AND TO HOLD** the said Flat hereby sold transferred and conveyed and every part thereof unto and to the use of the Purchaser subject to the restrictions (morefully and particularly mentioned and described in the Seventh

Schedule hereunder written) And also subject to the Purchasers making payment of the maintenance charges and other charges payable in respect of the said Flat and the Properties Appurtenant thereto (such Maintenance Charges morefully and particularly mentioned and described in the Eighth Schedule hereunder written) to the Society and/or Association Flat Owners' Association.)

II. AND THIS DEED FURTHER WITNESSETH that in consideration of the said Sale Agreement and in pursuance of the obligation of the developer to execute the Deed of Conveyance in respect of the said undivided share and for beneficial use and enjoyment of the said Flat and Properties Appurtenant thereto the owners/vendors do hereby sell transfer convey assure assign release and relinquish unto and in favour of the Purchaser herein All That the undivided impartible indivisible proportionate share or interest in the said land comprised and forming part of the said formerly Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta at present K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S. - Bow Bazar, Kolkata- 700 012 within the local Limits of Kolkata Municipal together with structure thereon, attributable to the said Flat (hereinafter referred to as the Undivided Share) To Have and to Hold the same absolutely and forever unto and to use of the Purchaser.

III. AND THE OWNERS/VENDORS AND DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

(a) That notwithstanding any act deed matter or thing whatsoever by the owners/vendors and/or developer done or expected or knowingly suffered to the contrary the owners/vendors are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Flat and the properties appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof

for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

(b) That notwithstanding any act deed or thing whatsoever done as aforesaid the owners/vendors now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Flat and the properties appurtenant thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

(c) That the said Flat hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands charges encumbrances liens attachments leases lispendens debuttar or trust made or suffered by the owners/vendors or any person or persons having or lawfully or equitably claiming any estate or interest therein under or in trust for the owners/vendors.

(d) That the Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Flat and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the owners/vendors or any person or persons having or lawfully or equitably claiming as aforesaid. Since the Purchaser acquired absolute ownership of the said Flat, by the purchase by registered Deed upon payment of full consideration, so the Purchaser shall have every liberty to mortgage, lien, charges, Gift, sale or any type of Transfer without the consent of the Owners/Vendors as also Developer.

(e) That the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all claims demands charges encumbrances liens attachments leases lispendens debuttar or trust or claims and demands whatsoever created occasioned or made by the Owners/Vendors or any person or persons lawfully or equitably claiming as aforesaid.

(f) AND FURTHER THAT the owners/vendors and all persons having or lawfully or equitably claiming any estate or interest in the said Flat or any part thereof through under or in trust for the owners/vendors and/or the developer shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Flat and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

(g) That the owners/vendors and developer have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said Flat hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

(h) That from the date of getting actual possession of the said Flat as also execution and registration of instant Indenture the Purchaser shall not cause any default in respect of payment of maintenance of the said building to the Developer till the owners' association is formed. After the owners' association is formed the payment of maintenance would be made by the Purchaser as like as other co-owners of the said building month by month to the said owners' association.

(i) That the Developer shall not make any delay in respect of collecting the municipal taxes and to make payment thereof to the KMC till separate assessment is made in favour of the Purchaser herein.

(j) That the owners/vendors shall not make any delay in respect of signing the necessary papers and documents as also in respect of showing, placing and producing the original documents relating to title of the premises and the developer shall not make any delay in handing over sanction building plan, clearance certificate occupancy certificate and other certificates relating thereto and/also to supply the Xerox

copies of the same to the Purchaser as would be necessary for the purpose of separation and mutation, installations of new electric meter in the name of the Purchaser and also formation of owners' association.

(k) AND FURTHER that the owners/vendors and/or the developer shall and will at all times, indemnify and keep harmless the Purchasers her heirs and/or successors and/or assigns from or against all encumbrances, charges, claims and demands whatsoever in respect of the said premises hereby sold or conveyed.

IV. AND THE PURCHASERS SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID FLAT HEREBY CONVEYED AND HEREBY COVENANT WITH THE OWNERS/VENDORS AS FOLLOWS :-

a) That the Purchasers and all other persons deriving title under them shall and will at all times hereafter shall observe the restrictions/house rules regarding the user of the said Flat and also the obligations set forth in the Seventh Schedule hereunder written.

b) That the Purchasers shall at all times from the date of possession regularly and punctually makes payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, water tax, urban land tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the said Flat and proportionately for the new building as a whole and proportionately for the common parts and portions.

c) That the Purchasers shall within 6 months from the date of execution of these presents shall apply for obtaining mutation of her name as the owner of the said Flat from the Kolkata Municipal Corporation and shall also obtain separate assessment of the said Flat and so long the said Flat is not separately assessed the Purchasers shall

pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the new building, as may be determined and fixed by the developer to the developer.

V. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

(a) That the undivided share in the land comprised in the said premises and the proportionate share in common parts and portions hereby sold and transferred and attributable to the said Flat shall always remain indivisible and impartible unless specified.

(b) The right of the Purchasers shall remain restricted to the said Flat and proportionate share or interest in the common parts, portions areas, facilities and/or amenities comprised in the said building and/or the said premises.

(c) That the Unit Owners of the Ground Floor and First Floor would not have any right of using the roof but the ultimate roof of the said building shall remain as part of the common area or portion without any exclusive right for the Purchasers and/or the owners of various residential flats having common utilities situated thereon such as overhead water tank, stair covers etc. and the same shall remain common for use by the Purchaser in common with other co-Purchasers and/or occupants of the residential Flats and the key of the roof Gate would be kept to the developer unless owners' association is formed and after formation of owners' Association the said key would be kept to the said Association.

(d) The said new building shall always be known as “_____”

(e) The owners/vendors have already provided for separate electricity meter for the said Flat in the name of the Purchaser and the Purchaser shall be liable and agree to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.

VI. AND THE PURCHASERS hereby further agrees and covenants with the Owners/Vendors as also the developer as follows:-

I. The Purchasers along with other flat/Flat owners in the building known as “_____” will form a Flat Owners’ Association being a company or society or association to hold the common parts and portions and also to provide maintenance of such common parts and portions and rendition of the common services and the Purchaser shall be liable and has agreed to contribute the proportionate share for common services as well as maintenance charges. Until formation of the said Flat owners’ association said proportionate share for common services as well as maintenance charges shall continue to be paid to the Developers and in no event the Purchaser shall withhold payment of the services and maintenance charges.

II. AND IT IS HEREBY expressly agreed that this Deed of Conveyance shall supersede all previous agreement brochures arrangements representations and writings and the parties hereto shall be governed by the terms and conditions herein contained.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(DEFINITIONS)

- 1.1 Common Purposes shall mean and include the purpose of maintaining the said premises and the said new building and in particular the common parts portions areas and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various Flats and common use and enjoyment thereof.
- 1.2 Common Expenses shall mean the common expenses to be paid borne and contributed by the intending Purchasers(s) in proportion to the area of their respective flat(s)/Flat(s) for

rendition of common services to the said Flat owners' association morefully and particularly mentioned and described in the Eight Schedule hereunder written.

- 1.3 Common Parts and Portions shall mean and include lobbies corridors staircases, hallways, passage-ways, driveways, lifts, lift-shafts, sub-stations, pump rooms, machine room, meter room, maintenance room, transformer room, overhead water tank, underground reservoir, generator, common roof, generator room, common lavatories in the said building, and other facilities and/or spaces comprised in the said new building and particularly mentioned and described in the Fourth Schedule hereunder written.
- 1.4 Common Roof shall mean All that the ultimate roof of the building whereon is situated overhead water tank, lift room, stair cover and other facilities and shall be available for use by the Purchaser in common with co-Purchasers and/or occupants of the said building as mentioned above.
- 1.5 Owners/Vendors shall mean the said **1. AMRITLAL KARAMCHAND SHAH alias AMRITLAL**, Son of Late Karamchand Lalchand Shah, by faith- Jain, by occupation- Business, by nationality- Indian, residing at 27, Allenby Road, near Northern Park, P.O.+P.S.- Bhowanipore, Kolkata -700 020, **2. RASIKLAL KARAMCHAND SHAH**, Son of Late Karamchand Lalchand Shah, by faith- Jain, by occupation- Business, by nationality- Indian, residing at the Imperial, North Tower, 3007, B.B. Nakashe Marg, Near A.C. Market, Tulsiwinti, Mumbai, Maharashtra-400 034, **3. NIRMAL GULABCHAND SHAH**, Son of Late Gulabchand Karamchand Shah, by faith- Jain, by occupation- Business, by nationality- Indian, residing at 33, Chitrakoot, Altamount Road, Cumballa Hill, Mumbai,

Maharashtra – 400 026 and shall include their respective heirs, executors, administrators, legal representatives and assigns.

- 1.6 The Developer shall mean the said **1. KIWI REALTY PRIVATE LIMITED**, a company registered under the Companies Act, 1956, having its Registered Office at HA – 153, Salt Lake City, Sector – III, P.O. – IB Market, P.S. Bidhannagar South, Kolkata – 700 097 duly represented by MR. RADHE SHYAM SAINI, son of Motilal Saini, and **2. ANNPEEY ESTATES PRIVATE LIMITED**, a company registered under the Companies Act, 1956, having its Registered Office at 267 B.B. Ganguly Street, P.O. & P.S.- Bow Bazar, Kolkata – 700 012, represented by one of its director, ZAFAR AHMED KHAN, Son of Nasir Ahmed Khan, and shall include its successor or successors in office/interest and assigns.
- 1.7 Flats/Flats shall mean the various/flats/Flats/apartments/constructed spaces etc. capable of being occupied independently of each other.
- 1.8 Masculine Gender shall include feminine and neutral genders as well.
- 1.9 New Building shall mean the new building has been constructed on the said premises in accordance with the plan already sanctioned by the Kolkata Municipal Corporation with such modification variations permitted by the Kolkata Municipal Corporation.
- 1.10 The Purchasers shall mean the said _____, son/daughter of _____, by faith- _____, by occupation – _____, by nationality - Indian, residing at _____, P.O.- _____, P.S.- _____, Kolkata- _____, and shall include his/her heirs, heiress, representatives, executors, administrators, legal representatives and assigns.

- 1.11 The Premises shall mean All that formerly Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta at present K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S. - Bow Bazar, Kolkata- 700 012 within the local Limits of Kolkata Municipal containing an area of about 2 (Two) Bigha 3 (Three) Cottahs, together with structure thereon, (morefully and particularly mentioned and described in the Second Schedule hereunder written.)
- 1.12 Restriction/House Rules shall mean various restrictions regarding the user/holding of the said Flat as hereinafter stated and morefully and particularly mentioned and described in the Seventh Schedule hereunder written.
- 1.13 Sanctioned Plan shall mean the building plan sanctioned by the Kolkata Municipal Corporation Sanctioned Building Permit No. _____ dated _____, Borough – ____ and shall include such modification or variation as permitted by K.M.C.
- 1.14 The said Flat and the Properties Appurtenant Thereto shall mean **ALL THAT** One Residential Flat, being **Flat No.** _____, measuring Covered area of _____ (_____) **Sq. Ft.**, on the _____ **Floor** of the building known as “ _____ ” lying at and being formerly Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta at present K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S. - Bow Bazar, Kolkata- 700 012 within the local Limits of Kolkata Municipal together with the undivided indivisible impartible proportionate share or interest in the land comprised in the said premises and attributable to the said Flat Together

with the proportionate share in the common parts portions areas facilities and/or amenities comprised in the said building at the said premises (such common parts and portions morefully and particularly mentioned and described in the Fourth Schedule hereunder written) the said Flat capable of being held and/or enjoyed independently (morefully and particularly mentioned and described in the Third Schedule hereunder written.)

- 1.15 Association or Organizations shall mean the Flat Owners Association or a Society or an Association as shall be formed by the flat owners in the said building.
- 1.16 Singular Number shall include plural number as well.
- 1.17 Undivided Impartible Proportionate Share in the Land shall mean the undivided impartible indivisible proportionate share in the land comprised in the said premises described in the Second Schedule hereto, appurtenant to the said Flat and inter alia, agreed is being sold to the Purchaser herein, which shall always be impartible and shall be proportionate to the covered area of the said Flat and shall also include such shares appurtenant to all other Flats comprised in the new building wherever the context so permits.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(The Said Premises)

ALL THAT Bastu Land measuring an area of **2 (Two) Bighas and 3 (Three) Cottahs** more or less together with structure standing thereon, and also path ways, drive way, boundary wall etc. lying at and being formerly Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta at present K.M.C. Premises No. 33, B.B.

Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S. - Bow Bazar, Kolkata- 700 012 (Road Zone: Chitta Ranjan Avenue—Bentink St.) as owners under Assessee No. 110460400302, which is clearly shown in the annexed site plan being delineated by RED colour which site plan is part and parcel of this deed, which is butted and bounded as follows:-

ON THE NORTH BY	B.B. Ganguly Street
ON THE SOUTH BY	Partly by 31, B.B. Ganguly Street and Partly by 54, Metcalfe Street.
ON THE EAST BY	Partly by 34, B.B. Ganguly Street and Partly by 3 Bow Street
ON THE WEST BY	Premises No. 32, B.B. Ganguly Street

THE THIRD SCHEDULE ABOVE REFERRED TO:

(The Said Flat)

ALL THAT One Residential Flat, being **Flat No. _____**, measuring Covered area of _____ (_____) **Sq. Ft.**, on the _____ **Floor**, having Marble Floor of the building known as “ _____ ” lying at and being formerly Premises No. 33, Bow Bazar Street in the Town of Calcutta, being part of Block No. XVI, Holding No. 302 in the South Division of the Town of Calcutta at present K.M.C. Premises No. 33, B.B. Ganguly Street, under Kolkata Municipal Corporation Ward No. 046, P.S. - Bow Bazar, Kolkata- 700 012 within the local Limits of Kolkata Municipal under Assessee No. 110460400302 (Road Zone: Chitta Ranjan Avenue—Bentink St.) together With the undivided impartible proportionate share or interest in the land comprised in the said Premises and attributable/allocable to the said Flat and also together with the proportionate share or interest in the common parts, portions,

areas, facilities and/or amenities comprised in the said building at the said Premises (such common parts and portions morefully and particularly mentioned and described in the Fourth Schedule hereunder written). The said Flat, being Flat No. _____ is clearly shown in the annexed site plan being delineated by **Red Ink** border which site plan is part and parcel of this Deed and the said Flat, being Flat No. 2F which is butted and bounded as follows :-

On the North :
 On the South :
 On the East :
 On the West :

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(The Common Areas, Parts and Portions)

1. The foundation columns girders beams support main walls roofs corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the premises to the municipal duct.
3. Existing vacant spaces around the said premises drawing of the building side walls, water electric connection, sewerage and other civil amenities of the said premises for common use.
4. Common drive ways and lobby on the ground floor save and except the open car parking spaces reserved.
5. Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
6. Office for the Association of the Flat Owners.
7. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.

8. The security & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
9. Boundary walls of the premises including outer side of the walls of the building and main gates and also security check points.
10. Water pump and motor with installations and room thereof and other common plumbing installations.
11. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
12. All electrical installations, electrical sub-stations and all electrical wiring, meters and fittings excluding those as are installed within the exclusive areas of any apartment/flat and/or exclusively intended for its use.
13. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required thereof.
14. Windows/doors/grills and other fittings of the common area of the premises.
15. Generator its installations and its allied accessories and room.
16. Lifts and their accessories installations and spaces required thereof.
17. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said premises and/or the building as are necessary for passage to for use and occupancy of the flats/Flats as are necessary.
18. Fire fighting and lobby in the ground floor excepting open car parking area.
19. Letter boxes with names in the lobby on the ground floor.

20. All other facilities and amenities in the premises which are intended for common use.
21. Such other common parts areas equipments installations fixtures fittings and spaces in or about the said multi storied building as are necessary for the use and occupancy of the flat in common and as are specified by the Owners/Vendors expressly to be common part including the ultimate roof and/or terrace.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Easement or Quasi Easements)

The under mentioned rights easements and quasi-easements privileges and appurtenances shall be reserved for the flat owners.

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the new building as aforesaid for the ownership and use of common part or parts of the new building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the said Flat) of the other part or parts of the new building through pipes, drains, wires, conduits lying or being under through over the said Flat so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the new building for all purposes whatsoever.
3. The right of protection for other portion or portions of the new building by all parts of the said Flat as far as they now protect the same or as may otherwise become vested in the Purchaser

by means of structural alterations to the said Flat as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the said Flat or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the new building.

4. The right of the flat owners and/or occupier or occupiers of other part or parts of the new building for the purpose of ingress and egress to and from such other part or parts of the new building the front entrances staircase, electrical installations open and covered space and other common passages or paths of the new building,
5. The right of the flat owners or its authorized agents with or without workmen and necessary materials to enter from time to time upon the said Flat for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead reservoir, firefighting equipment as aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easement and appurtenances whatsoever belonging to or in any way appertaining to the said Flat or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter morefully specified Excepting And Reserving unto the flat owners' association the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the Fifth Schedule hereto.

1. The right of access and passage in common with the flat owners' association and/or the co-owners and occupiers of the building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tube well, lifts and electrical installations and facilities in the new building and the said premises.
2. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Flat with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and Provided Always and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the co-owners and the flat owners' association along such drive way and path ways as aforesaid.
3. The right of support, shelter and protection of the said Flat or from all parts of the new building so far as they now support shelter or protect the same.
4. The right of passage in common as aforesaid electricity water and soil from and to the said Flat through pipes drains wires and conduits lying or being in under through or over the new building and the said premises so far as may be reasonable necessary for the beneficial occupation of the said Flat and for all purposes whatsoever.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Restrictions/House Rules)

As from the date of possession of the said Flat the Purchaser agrees and covenants.

- a) To co-operate with the other co-Purchasers and/or co-buyers and the Owners/Vendors and/or Developer in the management and maintenance of the said building.
- b) To observe the rules framed from time to time by the Developer and upon formation of the association by the owners of the Flat or co-operative society or private limited company (hereinafter referred to as "the Flat Owners' Association" for quite and peaceful enjoyment of the said building as a decent building.
- c) To allow the Developer and/or their authorized representative and upon formation of the flat owners' association, such flat owners' association, to enter into the said Flat and/or common parts and areas including the Utility Room for the purpose of maintenance and repairs, with prior information/notice.
- d) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the Eight Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Flat and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Developer and upon the formation of the association of co-operative society or private limited company. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Flat has been taken or not by the Purchaser.

- e) To pay charges for electricity proportionately in or relating to the common parts.
- f) Not to throw dirt rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound on any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- g) Not to store or bring and allow to be stored and brought in the said Flat any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc in any manner.
- h) Not to do or cause anything to be done in or around the said Flat which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- i) Not to damage or demolish or cause to be damaged or demolished the said Flat or any part thereof or cause damage to the fittings and fixtures affixed thereto.
- j) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- k) The Purchasers shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, outside walls of the Said Building, the Said Cluster and the Said Property save in the manner indicated by the Developer/the Association (upon formation).
- k) To abide by such building rules and regulations as may be made applicable by the Developer before the formation of the flat owners'

association and after the flat owners' association is incorporated to comply with and/or adhere to the building rules and regulations of the Flat owners' association.

l) Use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes.

m) The Purchasers shall also not use or allow the Said Flat to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

n) The purchasers will not alter, modify or in any manner change the structure or any civil construction in the Said Flat and Appurtenances or the Common Portions or the Said Building.

o) The purchaser not use the Said Flat or the Common Portions or the Specified Facilities or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

l) Not to do or permit to be done any act deed or thing whereby the sentiments of other occupiers are in any way injured or hurt.

THE EIGHT SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. All cost of maintenance, operating, replacing white washing painting rebuilding, reconstructing, decorating, and lighting the common parts and also the outer walls of the building.
2. Paying a fair proportion of the cost of clearing repairing installing any drains and sewers forming part of the property.

3. Cost and charges of establishment of maintenance of the building/premises and for the watch and ward staff, electricity charges for common area.
4. Municipal Taxes, Multi Storied Building Tax if any outgoings save those separately assessed or charged on the respective Units/Flats.
5. All charges and deposits for supplies and maintenance of common facilities and utilities.
6. All other expenses and outgoings as are deemed by the flat owners' association to be necessary or incidental and/or for regulating interest and/or the rights of the flat owners.

IN WITNESS WHEREOF the parties herein put the respective signatures on the day, month and year first above written.

**IN PRESENCE OF
WITNESSES:**

1.

2.

SIGNATURE OF THE OWNERS/VENDORS

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER

