

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE IS MADE ON THIS THE .....DAY OF  
.....TWO THOUSAND AND TWENTY FIVE (2025)**

**BETWEEN**

**M/S. VINIMAY PVT. LTD. (PAN: AAXXXXXX7K)**, a company incorporated under the Indian Companies Act, 1956 and 2013, having its registered Office at 15B, Kalakar Street, P.O. Kalakar Street, P.S. Posta, Kolkata - 700007, represented by its Director, **SRI SUNIL KUMAR AGARWAL (PAN: AD XXXXXX0C, AADHAR No. 5721 XXXX 6402)**, s/o Late Ram Pratap Agarwal of 55, Bangur Avenue, Block - D, P.O. Bangur Avenue, P.S. Lake Tovin, Kolkata - 700055, District - 24 Parganas (North), hereinafter referred and called to as the **“OWNER/VENDOR”** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, legal representatives, administrators and/or assigns) of the **FIRST PART**. The Owners of the First Part are represented by their constituted Attorney **M/S. SK KARMA CONSTRUCTION PVT. LTD., (PAN: AB XXXXXX88)**, a Private Limited Company, represented by its Directors, **1. SRI KOUSICK GUPATA (PAN AL XXXXXX3A, AADHAR No. 7471 XXXX 0857, Mob. No. 9836993859)**, s/o Sri Arjun Gupta and **2. SMT. SUSAMA GUPTA (PAN AD XXXXXX8C, AADHAR No. 2178 XXXX 8005, Mob. No. 8777079816)**, w/o Sri Arjun Gupta, having its registered office at 68/C, Narkeldanga Main Road, P.O. Kankurgachi, P.S. Phoolbagan, Kolkata - 700054, by virtue of Development Power of Attorney was registered at the office of the Additional District Sub Registrar Sealdah and recorded in Book No. I, Volume No. 1606-2020, Pages from 70600 to 70621, Being No. 160601535 for the year 2020 and thereafter a Supplementary Power of Attorney in favour of the Developer vide Power of Attorney dated 28<sup>th</sup> June, 2024, registered at the office of Additional District Sub Registrar Sealdah, recorded in Book No. I, Volume No. 1606-2024, Pages from 79011 to 79033, Being Deed No. 160602585 for the year 2024.

### **A N D**

**M/S. SK KARMA CONSTRUCTION PVT. LTD., (PAN: AB XXXXXX88)**, a Private Limited Company, represented by its Directors, **1. SRI KOUSICK GUPATA (PAN AL XXXXXX3A, AADHAR No. 7471 XXXX 0857, Mob. No. 9836993859)**, s/o Sri Arjun Gupta and **2. SMT. SUSAMA GUPTA (PAN AD XXXXXX8C, AADHAR No. 2178 XXXX 8005, Mob. No. 8777079816)**, w/o Sri Arjun Gupta, having its registered office at 68/C, Narkeldanga Main Road, P.O. Kankurgachi, P.S. Phoolbagan, Kolkata - 700054, hereinafter called and referred to as **“DEVELOPER/PROMOTER”** (which expression shall unless repugnant to the

context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees), of the **OTHER PART.**

**A N D**

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and

include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless

repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

*[Please insert details of other allottee(s), in case of more than one allottee]*

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

## **WHEREAS**

- 1. ORIGIN OF OWNERSHIP :** One Jaharlal Pal alongwith Dipika Pal, widow of Motilal Pal and two sons of Motilal Pal namely Sudip Kumar Pal and Tridib Kumar Pal conjointly by executing and registering a Deed of Sale on 07.05.2003 had transferred by way of sale the land with one storied structure at premises no. 8/5, Suren Sarkar Road and 8/4B, Suren Sarkar Road, in favour of Todays Abasan Pvt. Ltd., represented by Siddhartha Nag and the said concern on the strength of the Deed of Sale, registered at the office of Additional District Sub Registrar, Sealdah, South 24 Parganas, recorded in Book No. I, Volume: 45, Page: 163 – 174, being Deed No. 0776, for the year 2006 became the sole owner of the aforesaid land and structure of the aforesaid two premises.

**2. CREATION OF MORTGAGE, LOAN DEFAULT, AND AUCTION :** The said Siddhartha Nag subsequently became the Proprietor of M/s. Landmark Construction Ltd. upon dissolution of his previous firm namely Today's Abasan Pvt. Ltd. had intended to avail financial assistance from the Central Bank of India and upon negotiation, the said bank had sanctioned loan of good amount of money in favour of said firm M/s. Landmark Construction Ltd., represented by Mr. Siddhartha Nag but the said concerned. to say the Proprietor of the said firm upon availing of loan of good amount of money did not repay the amount of loan with interest to the said bank and accordingly the said bank did not find any option before them but to initiate one proceeding under the Surfact Act and U/s 12 and 13 of the said Act acquired the aforesaid two premises. Thereupon the Proprietor of M/s Landmark Construction Ltd. Mr. Siddhartha Nag challenged the said order of acquisition before the Debt Recovery Tribunal-1 at Calcutta being SA No.64 of 2011. The said case ultimately was dismissed by the Debt Recovery Tribunal and at the time of passing order of dismissal in the said case, the Judges of the said Tribunal had afforded opportunity to Siddhartha Nag for payment of the total amount as was lying due upto the date of passing of the said order alongwith interest within a specified time but the Proprietor of the said concern Siddhartha Nag did not comply with the said order and accordingly the said two premises were put into auction sale by the Central Bank of India, a Body Corporate doing banking business and constituted under the Banking Company (Acquisition & Transfer Undertaking Act 1970) having his Head Office at Chandar Mukhi Nirman Point, Mumbai-400021 and having its Zonal Office at 33, Netaji Subhas Road, Kolkata and when the said Bank had put the said two premises into auction sale under and by virtue of the said auction sale one M/s. Sajili Vinimay Pvt. Ltd. represented by its Director Sri Sunil Kumar Agarwal became the highest bidder and thereby his offer was accepted by the said Bank Authority and thereby in the auction sale, said bank by execution and registration of a Sale Certificate on 25.01.2017 had transferred the aforesaid two premises in favour of M/s. Sajili Vinimay Pvt. Ltd.. The aforesaid two premises are premises no.8/5, Suren Sarkar Road and 8/4B, Suren Sarkar Road, Kolkata-700010 and simultaneously with the execution and registration of the said

Sale Certificates had effect delivery of possession of the aforesaid two premises in favour of said Sajili Vinimay Pvt. Ltd.

3. **ACQUISITION AND OWNERSHIP OF THE PROPERTY BY M/S. SAJILI VINIMAY PVT. LTD. :** The said Sajili Vinimay Pvt. Ltd. thereby has become the sole and absolute owner of the aforesaid two premises being premises no. 8/5, and 8/4B, Suren Sarkar Road, having total land area **08 cottahs 09 chittaks 19 sq. ft.** with one storied structure measuring about 3000 sq. ft. in the aforesaid two premises.
4. **Development Agreement :** said M/S VINIMAY PVT. LT. the land owner entered into a Development Agreement with the Developer dated 15<sup>TH</sup> July 2020, registered at the office of the Additional District Sub Registrar Sealdah, recorded in Book No.I, Volume No.1606-2020, at Pages from 69235 to 69264, Being No.160601534 of 2020, over and in respect of Premises No. 8/5 and 8/4B, Suren Sarkar Road, Kolkata 700 010, under Police Station Beliaghata, under Ward No. 33, within the ambit of Kolkata Municipal Corporation District South 24 Parganas for construction of a new building containing residential flats and commercial units over and in respect of the morefully and particularly described in the **FIRST SCHEDULE**, written hereunder on certain terms and conditions mentioned therein.
5. **Development Power :** The said Owner under Development Power of Attorney dated 15.07.2020, was registered at the office of the Additional District Sub Registrar Sealdah and recorded in Book No. I, Volume No. 1606-2020, Pages from 70600 to 70621, Being No. 160601535 for the year 2020, empowered the Developer to do all necessary acts and deeds including sanction of building plan in order to develop the **SAID PROPERTY**, morefully and particularly described in the **FIRST SCHEDULE**, written hereunder and to sell, transfer and convey the respective units from the Developer's Allocation.
6. **Amalgamation :** By virtue of amalgamation, the aforesaid Premises No. 8/5 and 8/4B, Suren Sarkar Road, Kolkata 700 010, has been amalgamated and now known and numbered as Premises No. 8/4B, Suren Sarkar Road, Kolkata 700 010, being the new Assessee No. 110332200069, within the ambit of Kolkata Municipal Corporation

District South 24 Parganas, and measure about **ALL THAT** piece and parcel of land admeasuring an area about **08 Cottah 09 Chittack 19 Sq. Ft (more or less)**, more or less, lying and situated at Premises No. 8/4B, Suren Sarkar Road, Kolkata 700 010, under Police Station Beliaghata, Kolkata 700 010, under Ward No. 33, within the ambit of Kolkata Municipal Corporation District South 24 Parganas, hereinafter referred to as the **SAID PROPERTY**, morefully and particularly described in the **FIRST SCHEDULE**, written hereunder.

**7. Supplementary Development Agreement :** The said *M/s. Sajili Vinimay Pvt. Ltd.*, being the Owner, and the *Developer* herein, for the purpose of modification and revision of certain terms and conditions contained in the original Development Agreement dated 15th July, 2020, have mutually executed a Supplementary Development Agreement on the 28.06.2024, which was duly registered at the Office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 1606-2024, at Pages from 78028 to 78077, being Deed No. 160602565 for the year 2024.

By virtue of the said Supplementary Development Agreement, the *Owner* and the *Developer* have duly recorded and confirmed the amalgamation of the said two premises, being Premises No. 8/5 and 8/4B, Suren Sarkar Road, Kolkata-700010, into one composite premises now known and numbered as Premises No. 8/4B, Suren Sarkar Road, Kolkata-700010, within Ward No. 33 of Kolkata Municipal Corporation. Under the said agreement, necessary modifications were made in respect of the description of the amalgamated property, the allocation of built-up area, construction obligations, and other related matters, while all other terms and conditions of the original Development Agreement dated 15th July, 2020 remained unaltered and continued to be binding upon both the parties.

**8. Power of Attorney :** The said Owner executed Supplementary Power of Attorney in favour of the Developer vide Power of Attorney dated 28<sup>th</sup> June, 2024, registered at the office of Additional District Sub Registrar Sealdah,

recorded in Book No. I, Volume No. 1606-2024, Pages from 79011 to 79033, Being Deed No. 160602585 for the year 2024.

9. In pursuance of the aforesaid Development Agreements dated the said Developer has completed the construction of the **G+IV storied building** in accordance with the sanctioned building plan being No. 2024030054 dated 16.01.2025 and the Said building has been named “ **KAVSH HEIGHTS**”.
2. The Project has been registered under the Provisions of the Real Estate Regulation Act vide Registration No. \_\_\_\_\_ .
3. The Developer intends to sell **ALL THAT** the \_\_\_\_ **BHK Residential Flat No.** \_\_\_\_\_ , **on** the \_\_\_\_ **Floor**, \_\_\_\_\_ **Side, from Developer’s Allocation**, measuring \_\_\_\_\_ **square feet carpet area corresponding to** \_\_\_\_\_ **Sq. Ft. Covered Area** and pro rata share in the “common areas” working out to a Super Built-up Area of \_\_\_\_\_ Square Feet, (Balcony \_\_\_\_\_ Sq. Ft.) (if applicable), \_\_\_\_\_ **Flooring** consisting of \_\_\_\_ (\_\_\_\_) Bed Room, Open Kitchen cum Drawing, \_\_\_\_ (\_\_\_\_) Toilet, of the building named “**KAVSH HEIGHTS**” on the FIRST SCHEDULE land and together with proportionate undivided interest or share in common areas and facilities and amenities attached to the said flat, hereinafter called and referred to as the “**SAID FLAT**” more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written at or for the total price and/or consideration of **Rs.** \_\_\_\_\_ **/- (Rupees** \_\_\_\_\_ **only)** and the parties entered into an **Agreement for Sale dated** \_\_\_\_\_ .
4. The Owners/Vendors and the Developer herein doth hereby declare and covenant with the Purchaser that the said premises and /or the said Flat is free from all encumbrances of any nature whatsoever and that the Owners/Vendors and the Developer herein have full right, title and interest in the said premises and /or the said Flat and have full right and authority to assign and transfer all their right, title and interest therein and the Owners/Vendors and the Developer herein further declares that there is a clear title to the Flat and its appurtenances belongs to the



Owners/Vendors and the Developer herein absolutely and that neither the Owners/Vendors and the Developer herein or any other person or persons have created any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said flat and that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owners/Vendors and the Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owners/Vendors and the Developer herein have themselves full right, power and absolute authority to sell or transfer to the Purchaser the said Flat and their right, title and interest therein and that the Owners/Vendors and the Developer herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the said Flat by the Purchaser may be rendered illegal and/or unauthorized for any reason or on any account.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-**

In pursuance to the Agreement for Sale dated \_\_\_\_\_, and in consideration of the payment of sum of **Rs.** \_\_\_\_\_ **/- (Rupees \_\_\_\_\_ only)** as the total Consideration paid by the Purchaser to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser) paid on or before the execution of these presents, the Owners /Vendors and the Developer doth hereby sell, transfer and convey unto and in favour of the Purchaser herein **ALL THAT** the \_\_\_\_\_ **BHK Residential Flat No.** \_\_\_\_\_, **on** the \_\_\_\_\_ **Floor**, \_\_\_\_\_ **Side, from Developer's Allocation**, measuring \_\_\_\_\_ **square feet carpet area corresponding to \_\_\_\_\_ Sq. Ft. Covered Area** and pro rata share in the "common areas" working out to a Super Built-up Area of \_\_\_\_\_ Square Feet, (Balcony \_\_\_\_\_ Sq. Ft.) (if applicable), \_\_\_\_\_ **Flooring** consisting of \_\_\_\_\_ (\_\_\_\_) Bed Room, Open Kitchen cum Drawing, \_\_\_\_\_ (\_\_\_\_) Toilet, of the building named **"KAVSH HEIGHTS"** on the FIRST SCHEDULE land and together with proportionate undivided interest or share in common areas and facilities and amenities attached to the said flat more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written

and/or given **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder written and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto & **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners/Vendors and the Developer herein to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owners /Vendors herein doth hereby covenants with the Purchaser that:-

1. The Owners/Vendors herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the proportionate share of the land and land underneath of the said premises hereby conveyed or intended so to be unto and to the use of the Purchaser/s in the manner aforesaid and put the Purchaser/s in vacant, peaceful and unencumbered possession.
2. The Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with its appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the Owners/Vendors and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
3. The Purchaser/s shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners /Vendors and well and sufficiently saved, defended kept harmless and indemnified of and

from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners/Vendors and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.

4. The Purchaser/s shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder written.
5. The Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintain, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written.
6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the Agreement for Sale.
7. The Purchaser/s and other co owner shall abide by the Rules and regulations and common obligations along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder written.
8. The Purchaser/s shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **SIXTH SCHEDULE** hereunder written.
9. The Purchaser/s shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners /Vendors or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser/s under the terms of this conveyance.
10. The Purchaser/s undivided proportionate interest is impartible in perpetuity.

11. The Owners/Vendors and the Developer doth hereby further covenant with the Purchaser/s that the Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and premises hereby conveyed with its appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the Owners /Vendors or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for them or anyone of them.
  
12. The Owners/Vendors and/or any person/s having or claiming any estate, right, title or interest in the said Flat hereby conveyed or any part thereof by, from under or in trust for the Owners /Vendors or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/s do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser/s in manner aforesaid as by the Purchaser/s, their heirs, executors or administrators and assigns shall be reasonably required.
  
13. The Purchaser/s shall mutate the Said Flat in their own names and shall pay all such Municipal taxes and other impositions that may be charged from time to time, directly to the concern authority.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(THE SAID PREMISES)**

**ALL THAT** piece and parcel of land admeasuring an area about **08 Cottah 09 Chittack 19 Sq.Ft (more or less)**, more or less, under the name and style **“KAVSH HEIGHTS”**, lying and situated at Premises No. 8/4B, Suren Sarkar Road, Kolkata 700 010, under Police Station Beliaghata, Kolkata 700 010, under Ward No. 33, within the ambit of Kolkata Municipal Corporation Assessee No. 110332200069, District South 24 Parganas, togetherwith proportionate share of

land and land underneath, together with easement right common right, landing, common space which includes the area of the Flat and the common area in the aforesaid building and butted and bounded by:-

**On the North:** By premises no 8/4 Suren Sarkar Road;

**On the South:** By Suren Sarkar Road;

**On the East:** By Premise Nos. 8/7 and 8/8, Suren Sarkar Road;

**On the West:** By 6' Common Passage;

**ZONE:**

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE SAID FLAT)**

**ALL THAT** the \_\_\_\_ **BHK Residential Flat No.** \_\_\_\_ , **on the** \_\_\_\_ **Floor,** \_\_\_\_\_ **Side, from Developer's Allocation,** measuring \_\_\_\_\_ **square feet carpet area corresponding to** \_\_\_\_\_ **Sq. Ft. Covered Area** and pro rata share in the "common areas" working out to a Super Built-up Area of \_\_\_\_\_ Square Feet, (Balcony \_\_\_\_\_ Sq. Ft.) (if applicable), \_\_\_\_\_ **Flooring** consisting of \_\_\_\_ (\_\_\_\_) Bed Room, Open Kitchen cum Drawing, \_\_\_\_ (\_\_\_\_) Toilet, of the building under the name and style of "**KAVSH HEIGHTS**" on the FIRST SCHEDULE land. The site Plan is annexed herewith which is part of this Deed of Conveyance.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(COMMON AREA AND FACILITIES)**

1. Stair case of all floors.
2. Stair case landing on all floors.
3. Lift, Lift room, Lift passage on all floors.
4. Common passage except car parking passage.
5. Water pump, water tank, all water pipes and other plumbing installations.
6. Electrical wiring and meters room.

7. Drainage and Sewers.

Such other common parts area equipment installations fixtures, fittings and spaces in or about the said proposed/building as are necessary for passage, user and occupation of the flats in common as are specified expressly to be the common parts of the proposed building.

8. Ultimate roof.

**THE FOURTH SCHEDULE ABOVE REFERRED**

**TO: (COMMON EXPENSES)**

1. All costs of maintenance operating, replacing, white washing, painting, re-building, re-constructing, decorating, re-decorating and light the common area and also the walls, other walls on the building.
2. All charges and deposit for suppliers of common facilities and utilities.
3. The salaries of all the person employed the said purpose.
4. Insurance premium for insurance of the building against earthquake, fire, lighting, mob, violence, civil commodities damage, etc.
5. Municipal taxes, common electric charges and other outgoings those separately assessed on the respective flat/Unit.
6. Cost and charges of establishment for maintenance of the building and for watch and guard stuff.
7. All litigation expenses for protecting the title of the land with building.
8. The cost towards for maintaining the signage and display name of the building.
9. The expenses incurred for maintenance the office for common expenses.
10. All expenses mentioned as above shall be proportionate borne by the co-purchaser on and from date of taking charges and occupation of their respective flats.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(COMMON OBLIGATIONS & RULES AND REGULATIONS)**

1. The share or interest in the land underneath is impartible and the Purchaser/s shall not claim partition of the undivided proportionate share in the land and/or the common parts of the Building and/or in respect of the common service and utilities.
2. The Purchaser/s shall apply for mutation of the Second Schedule property in his own name and apply for and has the said separately

assessed for the purpose of Municipal rates and taxes,.

3. The purchaser herein shall pay the maintenance charges based on the Chargeable Area of the Purchaser's respective unit to the firm Namely "Safe Key" it is the mandatory part of the purchaser that the purchaser shall not fail in making payment of maintenance charges in due time at a minimum rate of Rs. 5/- per Sq. ft. This minimum rate shall be subject to revision from time to time as deemed fit and proper by the Affiliated Company namely "Safe Key" at its sole and absolute discretion, considering the general escalation in market rates for such services.
4. The common maintenance charges shall be applicable on the sold units and the developer shall not be required to pay any maintenance charges on the unsold units till the same are sold to intending Purchaser/s.
5. The Purchaser/s shall use the said Flat and all common portions peacefully with the other co owner.
6. The Purchaser/s shall not do any of the following acts, deeds and things :
  - a) Violate any of the rules and/or regulations laid down for the common purpose and of the users of the common portions.
  - b) Injure, harm or damage the common portions of any other Unit in the Building by making any alternative or withdrawing any support or otherwise.
  - c) Carry out repairs in a manner so as to affect the structural stability of the building.
  - d) Keep or store any offensive, combustible, obnoxious, dangerous or hazardous article in the said Flat.
  - e) Affix or drew any cable, wire, pipe line from and through any common portions or outside wall of the Building or other Units.
  - f) Keep any heavy articles on the floor or operate any machine other than the usual home appliance.
  - g) Change the colour scheme of the windows, grill and the main door of the said Flat other than according to the specification or upon formation of the Association in writing.
  - h) Cover the balcony and or change the elevation of the building by installing Split ac units and/or any other equipment.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(EASEMENTS AND QUASI-EASEMENTS)**

1. The Purchaser/s shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant or otherwise thereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number or appertaining hereto which are thereafter more fully specified Excepting and Reserving unto the Owners/Vendors and the Developer and other Co-Owners and occupiers of other flats of the building the rights, easements, quasi-easements, privileges.
2. The right of access in common with other owners or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
3. The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land provided always and it is declared that therein contained shall permit the Purchaser/s or any person deserving title under the Purchaser/s and/or his servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors' and other co-owners or occupiers of other flats of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
4. The right of protection of the said floor and the properties appurtenant hereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant hereto from the other part or parts of the said building.
5. The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said flat and the properties appurtenant hereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant hereto for all lawful purpose whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser/s to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant hereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.



**IN WITNESS WHEREOF the** Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by the  
**OWNERS/ VENDORS** in the presence of:

1.

2.

**SIGNATURE OF THE OWNERS/  
VENDORS**

**SIGNED SEALED AND DELIVERED** by the  
**DEVELOPER** in the presence of:

1.

2.

**SIGNATURE OF THE DEVELOPER**

**SIGNED SEALED AND DELIVERED**  
by the **PURCHASER** in the presence of:

1.

2.

**SIGNATURE OF THE PURCHASER**

**Drafted By,**

**Advocate**

**MEMO OF CONSIDERATION**

**RECEIVED** from the within named Purchaser the within mentioned sum of

**Rs. \_\_\_\_\_ / - (Rupees \_\_\_\_\_ only).**

| <b>Date</b> | <b>Cheque<br/>/D.D</b> | <b>Bank's Name</b> | <b>Amount (Rs.)</b> |
|-------------|------------------------|--------------------|---------------------|
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|             |                        |                    |                     |
|             |                        |                    |                     |
|             |                        |                    |                     |
|             |                        |                    |                     |
|             |                        | <b>TOTAL</b>       |                     |

**SIGNATURE OF THE WITNESS.**

**1.**

**2.**

**DEVELOPER**