

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of ,
Two Thousand Twenty Five (2025)

BETWEEN

ARCHANA SAHA [PAN – AMAPS2222E, AADHAAR - 773728868964], wife of Bholanath Saha, by faith – Hindu, by Nationality Indian, residing at 19A, Lotus Park, P.O. Naktala, P.S. Netaji Nagar, Kolkata – 700047, hereinafter jointly called the “OWNERS” (which term or expression shall, unless excluded by or repugnant to the context be deemed to mean and include her respective heirs, executors, administrators, representatives and assigns) of the ONE PART represented by the Constituted Attorney SUNITA BARDHAN [PAN – BKAPB5052], AADHAAR – 330492020502], by faith – Hindu, by Nationality Indian, residing at 84B, Baghajatin Place, P.O. Baghajatin, P.S. Patuli, Kolkata - 700086 appointed by the Registered Development Power of Attorney by virtue of Development Register Power of Attorney on 04.02.2025, which was registered at the office of District Sub-Registrar-I at Alipore and entered in Book No. I, Volume No. 1601-2025, Pages from 9290 to 9310, Being No. 160100217, for the year 2025.

AND

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 hereinafter called the “ALLOTTEE” (which term or expression shall, unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the SECOND PART;

AND

SUNITA BARDHAN [PAN – BKAPB5052], AADHAAR – 330492020502], by faith – Hindu, by Nationality Indian, residing at 84B, Baghajatin Place, P.O. Baghajatin, P.S. Patuli, Kolkata – 700086, hereinafter called the “PROMOTER/DEVELOPER” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her successors, successors-in-office, executors, administrators and

assigns) and both the OWNERS and the PROMOTER/DEVELOPER are hereinafter jointly referred to as the “VENDORS/PARTIES” of the THIRD PART.

INTERPRETATIONS / DEFINITIONS :

For the purpose of this Deed of Conveyance, unless the context otherwise requires :-

- a) “Act” Means the Real Estate (Regulation and Development) Act,2016 made under the RERA.
- b) “Rules” means the Real Estate (Regulation and Development) Act,2016 made under the RERA.
- c) “Regulation” means the Regulations made under the Real Estate (Regulation and Development) Act,2016.
- d) “Section” means a section of the Act.

WHEREAS one Swarnamayee Bewar was recorded owner of all that piece or parcel of land measuring 8.68 satak more or less at Mouza – Raipur, J.L. No. 33, Touzi No. 56, R.S. No. 39, Khatian No. 283, under P.S. Netaji Nagar, in the District of South 24-Parganas which is now under Ward No. 98 within K.M.C.

AND WHEREAS Swarnamayee Bewar sold conveyed and transferred all that piece and parcel of land measuring 72 satak more or less at Mouza – Raipur, J.L. No. 33, Touzi No. 56, R.S. No. 39, Khatian No. 283, Dag No. 776, 782 under P.S. Netaji Nagar in the District of South 24-Parganas which is now under Ward No. 98 with KMC to Khelaram Naskar by virtue of registered sale deed on 04.02.1932 which was registered in the office of Sub-Registrar at Behala and entered in Book No. I, Vol. No. 10, pages from 256 to 261, being no. 725 in the year 1932.

AND WHEREAS while thus in peaceful possession of the said property, the said Kehlaram Naskar sold conveyed and transferred all that piece and parcel of land measuring 09 cottahs 14 chittacks more or less at Mouza – Raipur, J.L. No. 33, Touzi No. 56, R.S. No. 39, Khatian No. 283, Dag No. 776, 782 under P.S. Netaji Nagar in the

District of South 24-Parganas is now under Ward No. 98 within KMC to Radhika Ranjan Debnath by virtue of registered sale deed on 01.02.1956.

AND WHEREAS while thus in peaceful possession of the said property Radhika Ranjan Debnath died intestate leaving behind his legal heirs Narayan Chandra Debnath, Sudhir Ranjan Debnath, Sunil Ranjan Debnath, Parul Bala Devi, Kunjamayee Devi, Sailabala Devi became owner of all that piece and parcel of land measuring 09 cottahs 14 chittacks more or less at Mouza – Raipur, J.L. No. 33, Touzi No. 56, R.S. No. 39, Khatian No. 283, Dag No. 776, 782 under P.S. Netaji Nagar in the District of South 24-Parganas is now under Ward No. 98 within KMC.

AND WHEREAS while thus in peaceful possession of the said property Narayan Chandra Debnath, Sudhir Ranjan Debnath, Sunil Ranjan Debnath, Parul Bala Devi, Kunjamayee Devi, Sailabala Devi sold, conveyed and transferred all that piece and parcel of land measuring 02 cottahs 12 chittacks 09 sq.ft. more or less at Mouza – Raipur, J.L. No. 33, Touzi No. 56, R.S. No. 39, Khatian No. 283, Dag No. 776, 782 under P.S. Netaji Nagar in the District of South 24-Parganas is now under Ward No. 98 within KMC to Mrityunjay Roy, by virtue of registered sale deed on 20.04.1964 which was registered in the Office of Sub-Registrar at Alipore and entered in Book No. I, Vol. No. 61, pages from 137 to 145, being no. 2914, in the year 1964.

AND WHEREAS Sankari Roy purchased all that piece and parcel of land measuring 01 cottah 08 chittacks more or less at Mouza – Raipur, J.L. No. 33, Touzi No. 56, R.S. No. 39, Khatian No. 283, Dag No. 776, 782 under P.S. Netaji Nagar in the District of South 24-Parganas is now under Ward No. 98 within KMC from Nalini Kisore Roy Chowdhury by virtue of registered sale deed on 12.12.1972 which was registered in the Office of Sub-Registrar at Alipore and entered in Book No. I, Vol. No. 111, pages from 88 to 93, being no. 5028, in the year 1972.

AND WHEREAS Mrityunjay Roy and Sankari Roy became joint owner of all that piece and parcel of land measuring 03 cottah 02 chittacks 42 sq.ft. more or less at Mouza – Raipur, J.L. No. 33, Touzi No. 56, R.S. No. 39, Khatian No. 283, Dag No. 776, 782 under P.S. Netaji Nagar in the District of South 24-Parganas is now under Ward No. 98 within KMC which is now known as Premises No. 64/1A, Raipur Road and postal address 19A, Lotus Park, P.O. Naktala, P.S. Netaji Nagar, Kolkata – 700047 and paying tax regularly vide Assessee No. 21-098-08-0219-0.

AND WHEREAS Mrityunjay Roy and Sankar Roy sold, conveyed and transferred land measuring 03 cottah 02 chittacks 42 sq.ft. more or less at Mouza – Raipur, J.L. No. 33, Touzi No. 56, R.S. No. 39, Khatian No. 283, Dag No. 776, 782 under P.S. Netaji Nagar in the District of South 24-Parganas is now under Ward No. 98 within KMC which is now known as Premises No. 64/1A, Raipur Road and postal address 19A, Lotus Park, P.O. Naktala, P.S. Netaji Nagar, Kolkata – 700047 and paying tax regularly vide Assessee No. 21-098-08-0219-0 to Archana Saha by virtue of registered sale deed on 20.09.2010 which was registered in the Office of District : Sub-Registrar-1, Alipore and entered in Book No. I, CD Vol. No. 15, pages from 4294 to 4310, being No. 02964, in the year 2010 and mutated her name in the record of KMC and paying tax regularly vide Assessee No. 21-098-08-0219-0.

AND WHEREAS the Land Owners now to intend to develop the property which has come in our possession and since owners' have no idea of construction of building for development of our property owner's have decided to engaged and appointed a developer who has knowledge and experience for the aforesaid works after making necessary enquiry and being satisfied with the works all ready done by the person whom owner's want to entrust work of development of property to SUNITA BARDHAN [PAN – BKAPB5052], AADHAAR – 330492020502], by faith – Hindu, by Nationality Indian, residing at 84B, Baghajatin Place, P.O. Baghajatin, P.S. Patuli, Kolkata – 700086.

AND WHEREAS the owner entered into a registered development agreement with the Promoter/Developer on D.S.R.-I Alipore in Book No. I, Volume No. 1601-2025, Pages from 9247 to 9289 Being No. 160100215 for the year 2025 and also by virtue of Development Register Power of Attorney on 04.02.2025, which was registered at the office of District Sub-Registrar-I at Alipore and entered in Book No. I, Volume No. 1601-2025, Pages from 9290 to 9310, Being No. 160100217, for the year 2025 for construction of a Ground plus Three storied residential building stipulating the owners' allocation/share and Promoter/ Developer's allocation /share in the said building as described in the Second Schedule and Third Schedule of the said registered development agreement with the right of the Promoter/Developer for alienation and/or transfer of Promoter/Developer's allocation to the intending Purchasers/Allottees by entering into agreements for sale and finally by registering the deed of conveyances in favour of the allottees/purchasers.

B. The said land is earmarked for the purpose of building of straight three storied building and the said project shall be known as Project

C. The Promoter is fully competent to enter into the Agreement for Sale dated, with the Allottees/Purchasers and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which Project is to be constructed, have been completed.

D. The Real Estate (Regulation and development) Act 2016 has granted the commencement certificate to develop the Project vide its approval dated

E. The promoter has obtained the final layout plan, sanctioned plan, bearing plan no. 2025100005, dated 08.04.2025, approved by the Kolkata Municipal Corporation specification and approvals for the project and also for the apartment, plot or building, as the case may be from Kolkata Municipal Corporation. The promoter agreed and

undertook that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

F. The Promoter has registered the project under the provisions of the Act with the Real Estate (Regulation and Development) Act 2016 at _____ on _____ under registration no. _____.

G. The Allottees/Purchasers had applied for an apartment in the Project dated _____ and have been allotted apartment no. _____, having carpet area of _____ Square feet (Super built-up area of _____), on _____ Floor along with covered parking no. _____ admeasuring square feet in the ground floor as permissible under the applicable law and of prorata share in the common areas as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan of the apartment is annexed hereto and marked as Schedule-B.

H. The Vendors/Parties and the Allottees/Purchasers have gone through all the terms & conditions set out in the Agreement for Sale dated and understood the mutual rights and obligations detailed herein.

I. In terms of the registered development agreement dated, it was agreed inter-alia that :

(a) The PROMOTER/DEVELOPER shall have the exclusive right to construct, erect and complete the construction of a straight three storied residential building at the said plot at its own cost in accordance with the sanctioned building plan of the Kolkata Municipal Corporation.

(b) The constructed areas would be shared in terms of owners' allocation and PROMOTER/DEVELOPER's allocation as expressly stated therein.

(c) The PROMOTER/DEVELOPER Shall mean 50% constructed area the remaining constructed area in the building to constructed on the said premises. And he has the liberty to sell or transfer at his own choice (excluding owner's share comprised in flats, as described to preceding owner's share) and all other areas including open and covered areas of the building including proportionate share of the common areas and common facilities and amenities of the building on the said plot of land.

(d) The PROMOTER/DEVELOPER shall also be entitled to enter into any agreement for sale with intending purchaser in respect of Apartments and car parking spaces under the PROMOTER/DEVELOPER's allocation and to receive advances or earnest money or entire consideration whatsoever from such intending purchaser/allottee(s) or purchasers/allottee(s)'. The owners shall effectively execute and register conveyances in favour of the PROMOTER/DEVELOPER's nominated intending Allottees/Purchasers in respect of flats/apartments and/or car parking spaces in PROMOTER / DEVELOPER's allocation jointly with the PROMOTER/DEVELOPER on receipt of full consideration of the flat/apartment.

(e) The said Conveyance containing different covenants to be observed by the Allottees/Purchasers and the other co-owners shall be drafted and prepared by the PROMOTER/DEVELOPER's Advocate and all Stamp Duties, Registration charges and other expenses relating to the Registration of the said Deed of conveyance including the Advocate's fees and all miscellaneous expenses shall be paid and borne by the Allottee/Purchaser and all such amounts shall be deposited by the Allottee/Purchaser in the office of the PROMOTER/DEVELOPER at least 7 days before the date fixed for registration of the Deed of Conveyance. After obtaining the e-assessment slip from the office of the concerned registrar, the allottee shall make online payment of the stamp duties and registration fees in respect of the said e-assessment slip (Query No.) and in case of his/her inability, the allottee may make such payment with the help of the PROMOTER/DEVELOPER's Advocate. The PROMOTER/DEVELOPER's Advocate

shall act in the matter of drafting, preparation of the Deed of conveyance and registration of the Deed of conveyance in respect of the said apartment.

J. The Vendors/Parties and the Allottees/Purchasers confirmed that they were signing the Agreement for Sale dated, with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

K. The Vendors/Parties and the Allottees/Purchasers relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in the said Agreement for Sale, dated and all applicable laws, entered into the said Agreement for sale on , on the terms and conditions appearing thereunder;

L. In terms of the registered development agreement dated 20.08.2018, Registered Development Power of Attorney dated 04.02.2025 and in terms of the conditions of the Agreement for Sale, dated, the "PROMOTER/DEVELOPER" has completed construction of the straight three storied residential building at 03 cottah 02 chittacks 42 sq.ft. more or less at Mouza – Raipur, J.L. No. 33, Touzi No. 56, R.S. No. 39, Khatian No. 283, Dag No. 776, 782 under P.S. Netaji Nagar in the District of South 24-Parganas is now under Ward No. 98 within KMC which is now known as Premises No. 64/1A, Raipur Road and postal address 19A, Lotus Park, P.O. Naktala, P.S. Netaji Nagar, Kolkata – 700047, morefully mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the "SAID PREMISES" and the developer is entitled to Flats/Apartments comprising of 50% share of the first floor, 50% share of the second floor of the said building TOGETHERWITH indivisible proportionate share or interest in the common areas and facilities of the said building appurtenant to developer's allocation and TOGETHERWITH indivisible proportionate share of land of the said premises appurtenant to developer's allocation.

M. The developer has constructed the proposed building in accordance with the approved sanctioned plan of the Kolkata Municipal Corporation , in terms of the said registered Development Agreement dated 04.02.2025 and Registered Development Power of Attorney dated 04.02.2025. .

N. Though the “PROMOTER/DEVELOPER” has constructed the proposed building and has completed in particular the allotted Apartment no. having carpet area of sq. ft. (Super built up area of sq. ft.) on the 2nd floor along with covered parking no. P4 admeasuring square feet in the ground floor of the straight three storied residential building, but since the Agreement for Sale, dated , contains the obtaining of occupancy certificate is a pre-condition before delivery of possession of the said apartment and since it will take considerable time, so upon request of the Allottees/Purchasers, the Promoter/Developer has delivered possession of the said apartment to the Allottees/Purchasers in terms of their request, according to the satisfaction of the Allottees/Purchasers.

O. In terms of the said Agreement for Sale dated , the Developer on receipt of the balance consideration of Rs (Rupees) only out of the total consideration of Rs. (Rupees) only and thereby receiving the entire consideration of the said apartment as per memo of consideration hereunder, has delivered possession of the said apartment to the Allottees/Purchasers simultaneously.

P. In pursuance of the aforesaid, the vendors are now completing the sale of the said apartment in favour of the Allottees/Purchasers by these presents on the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale dated and in consideration of the said sum of Rs. (Rupees)only excluding all kinds of Taxes, paid by the Allottees/Purchasers to the “VENDORS/PARTIES” through the “PROMOTER/DEVELOPER” on or before the

execution of these presents (the receipt whereof the "VENDORS/PARTIES" through the "PROMOTER/DEVELOPER" do hereby as well as by the receipt hereunder written, admit and acknowledge and of and from the payment of the same forever acquit, release and discharge the Allottees/Purchasers as well as the indivisible proportionate share of land, the said Apartment no. having super built up area of sq. ft. on the floor along with covered parking no. admeasuring square feet in the ground floor of the straight three storied residential building and the indivisible proportionate share of the common areas) the 'VENDORS/PARTIES' do hereby grant, sell, convey, transfer, assign and assure unto the Allottees/Purchasers ALL THAT an indivisible proportionate share of land comprised in the premises appurtenant to the 'said Apartment' described in the FIRST SCHEDULE hereunder written TOGETHERWITH the 'said Apartment' described in the SECOND SCHEDULE hereunder written out of the promoter's/developer's allocation AND TOGETHERWITH an indivisible proportionate share or interest in the common areas and facilities described in the FOURTH SCHEDULE hereunder written AND TOGETHER FURTHER WITH the right to use the common areas and facilities in common with the other owners and/or occupiers of the building AND reversion or reversions, remainder or remainders and the rents, issues and profits of and in connection with the 'said Apartment' AND ALL the estate, right, title, interest, property, claim and demand whatsoever of the vendors respectively into or upon the 'said Apartment' and all other benefits and rights herein comprised and hereby granted, conveyed or expressed or intended so to be and every part or parts thereof respectively TOGETHERWITH their and every of their respective rights, liberties and appurtenances whatsoever to and unto the Allottees/Purchasers, free from all encumbrances, trust, liens and attachments whatsoever (save only those as are expressly mentioned herein) AND TOGETHERWITH easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the 'said Apartment' and common areas and other apartments by the co-owners TO HAVE AND TO HOLD OWN POSSESS AND ENJOY the 'said Apartment' and all other benefits and rights hereby conveyed and every part or parts thereof respectively, absolutely and forever

SUBJECT TO the Allottees/Purchasers' covenants contained in the FIFTH SCHEDULE hereunder written AND ALSO SUBJECT TO the Allottees/Purchasers' paying and discharging all taxes and impositions on the 'said Apartment' wholly and common expenses (described in the FIFTH SCHEDULE) proportionately and all other outgoings in connection with the 'said Apartment' wholly and the said building and in particular the common areas proportionately.

THE "VENDORS / PARTIES" DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE "ALLOTTEES / PURCHASERS" as follows :

The interest which the "VENDORS / PARTIES" do hereby profess to transfer subsists and that the "VENDORS / PARTIES" have the right, full power and absolute authority to sell and convey unto the "ALLOTTEES / PURCHASERS", the properties hereby sold and conveyed.

It shall be lawful for the "ALLOTTEES / PURCHASERS" from time to time and at all times hereafter, to enter into and upon and to hold, possess and enjoy the 'said Apartment' TOGETHERWITH the right to use and enjoy the common areas and every part thereof with right to alienate or transfer by way of sale, gift or otherwise and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the "VENDORS / PARTIES" or any of them or any person or persons claiming through, under or in trust for them or any of them, unless otherwise expressly mentioned herein AND freed and cleared from and against all manner of encumbrances, trusts, liens and attachments, lispence whatsoever save only those as are mentioned herein;

The "VENDORS / PARTIES" shall, from time to time and at all times hereafter, upon every reasonable request and at the cost of the "ALLOTTEES / PURCHASERS" make, do, acknowledge, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more

perfectly assuring the 'said Apartment' TOGETHERWITH indivisible proportionate share or interest of common areas and the benefits and rights hereby granted unto the "ALLOTTEES / PURCHASERS" in the manner aforesaid.

The Owner and/or the Promoter / Developer shall, unless prevented by fire or some other irresistible force, from time to time and at all times hereafter, upon every reasonable request and at the costs of the "ALLOTTEES / PURCHASERS", produce or cause to be produced to the "ALLOTTEES / PURCHASERS" or to their Attorneys or agents before or at any trial, examination or commission for inspection or otherwise as occasion shall require, the title deeds of the premises/holdings in connection with the 'said Apartment' and also shall at the like request and costs of the "ALLOTTEES / PURCHASERS", deliver to the "ALLOTTEES / PURCHASERS" such attested or other copies or extracts therefrom, as the "ALLOTTEES / PURCHASERS" may require and will in the meantime unless prevented as aforesaid, keep the same safe, un-obliterated and un-cancelled.

The "VENDORS / PARTIES" shall not do anything or make any grant or term whereby the rights of the "ALLOTTEES / PURCHASERS" hereunder, may be prejudicially affected and shall do all acts as be necessary to ensure the rights available to the "ALLOTTEES / PURCHASERS" as Purchasers and as a co-owner hereunder from the other co-owners.

THE "ALLOTTEES / PURCHASERS" DO HEREBY COVENANT WITH THE VENDORS / PARTIES and each of them that the "ALLOTTEES / PURCHASERS" shall observe, fulfill and perform the covenants hereunder written including those described in the FIFTH SCHEDULE hereunder written and shall regularly pay and discharge all taxes and impositions on the 'said Apartment' wholly and the common expenses (described in FIFTH SCHEDULE) proportionately and bear all expenses in connection with the 'said Apartment' wholly and the building and in particular the common areas and facilities proportionately.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the said premises)

ALL THAT piece or parcel of land of 03 cottah 02 chittacks 42 sq.ft. more or less at Mouza – Raipur, J.L. No. 33, Touzi No. 56, R.S. No. 39, Khatian No. 283, Dag No. 776, 782 under P.S. Netaji Nagar in the District of South 24-Parganas is now under Ward No. 98 within KMC, being K.M.C. Premises No. 64/1A/1, Raipur Road, Kolkata – 700047, Ward No. 098, P.S. Netaji Nagar, Dist. 24-Parganas, being Assessee No. 210980802190, Sub-Registry Office at A.D.S.R. Alipore, District South 24-Parganas.

ON THE NORTH	:	64/2, Raipur Road
ON THE SOUTH	:	64/1, Raipur Road
ON THE EAST	:	House of Mahadev Ghosh & Prabir Paul
ON THE WEST	:	3.600 M(Min), wide KMC Black Top Road

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Apartment)

ALL THAT the self contained marble flooring residential Apartment being Apartment No. on the floor, side measuring sq. ft. super built-up area be the same a little more or less, consisting of bed rooms, drawing cum dining space, kitchen, toilet, one and one balcony along with covered parking no. admeasuring square feet in the ground floor TOGETHER WITH indivisible proportionate share of land comprised in the premises mentioned in the FIRST SCHEDULE hereinabove appurtenant to the 'said Apartment' TOGETHER FURTHERWITH indivisible proportionate share or interest in common areas and facilities of the straight three storied residential building including all easements and privileges attached thereto as well as right of user and enjoyment of all common areas and facilities morefully mentioned and described in the THIRD SCHEDULE hereunder and the 'said Apartment' is morefully shown and delineated in RED border on the map or plan annexed hereto.

THE THIRD SCHEDULE ABOVE REFERRED TO
(description of the common areas and facilities)

1. The land and open spaces comprised in the premises.
2. The foundations, columns, girders, beams, supports, main walls, outer walls, boundary walls and gates to the premises.
3. Staircase and landing on all the floors.
4. Water supply system, water pump, pump room or space, underground water reservoir, overhead water tank and distribution pipes from overhead water tank to different Apartments and from underground reservoir to the overhead tank.
6. Rain water, waste water and sewage evacuation pipes till the same joins the Municipality drains and pipes.
7. Electrical room/space on the ground floor, electrical wirings and fittings and fixtures for lighting the staircase, landing, entry passage, outside of the building within the premises and other common areas and the main distribution cables from ground floor to the Apartments respectively, main switch and meter.
8. Drains and sewers from the building to the Municipality duct.
9. Ultimate roof of the building.
10. The W.C. and the caretaker room including the entry passage on the ground floor.
11. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the Said Premises and Said building as are necessary for free ingress and egress and user of the co-owners of the Apartments in common by the co-owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Description of the common expenses)

1. The expenses for maintenance, operating, white washing, painting, repairing, replacing, redecorating and lighting the common areas including the outer walls of the building and boundary walls.
2. The expenses for maintenance of and operating the water pump, common water supply system, lift and lighting the staircase, entry passage and outside of the building and other common areas including those for renovating, repairing and/or replacing the same.
3. The salaries and other expenses for all persons employed for the common purposes i.e. Caretaker, Sweepers, Plumbers, Electricians etc. including their perquisites, bonus and other employment benefits.
4. Expenses and deposits for supplies of common utilities to the co-owners.
5. All expenses referred to above shall be proportionately borne by the co-owners on and from the date of purchase or possession of their respective Apartments.
6. All expenses for establishment of the association including its formation, office and miscellaneous expenses for such purposes.
7. All expenses for insuring the new building and/or the common areas, inter alias, against earthquake, fire, mob violence, damages, civil commotion etc.
8. Costs of installing and operating the fire-fighting equipments and personnel, if any.
9. All litigation, costs and expenses incurred for the common purposes and relating to common use and enjoyment of the common areas.
10. Creation of reserve fund for replacement, renovation and other periodic expenses.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Covenants regarding Construction, Management and Maintenance
of the common areas and the common expenses)

1. CONSTRUCTION :

The “ALLOTTEES / PURCHASERS” have examined the building plan, title of the “VENDORS / PARTIES” of the said premises, facilities, fittings and fixtures provided in the building including the said Apartment and have fully satisfied themselves with regard to the same.

2. TRANSFER AND DISMEMBERMENT :

i) Subject to the provisions contained in this Deed or subject to the provisions of the law for the time being in force, the “ALLOTTEES / PURCHASERS” shall be entitled to exclusive ownership, possession and enjoyment of the ‘Said Apartment’ TOGETHERWITH all the benefits, rights and facilities as herein specifically provided and the said rights shall be heritable and transferable like other immovable properties save and subject to the conditions elsewhere and/or herein expressly contained.

ii) In case of any transfer, if the “ALLOTTEES / PURCHASERS” divest themselves of their ownership of the ‘said Apartment’, then such transfer shall be accompanied by the transfer of all shares or interest, the “ALLOTTEES / PURCHASERS” may have in the building, the said land, the common areas and such transfer, shall be subject to the condition that the transferee shall become entitle to all the said shares and/or interest in one lot in complete substitution of the “ALLOTTEES/PURCHASERS” TOGETHERWITH all the rights and subject to all the terms herein contained and/or as shall be applicable to the “ALLOTTEES / PURCHASERS”. All the covenants herein shall run with the land.

iii) Internal modification within the said Apartment without creating any effect on the structure of the building or on the common areas can be made by the “ALLOTTEES / PURCHASERS” subject to compliance of Municipality Building Rules.

iv) The co-owners shall be absolutely responsible for maintenance and repairs of the building and for management of the common areas and facilities, payment of outgoings, municipal taxes, provision of supply of water, essential services etc. once the association of the “ALLOTTEES / PURCHASERS” for maintenance of the common areas and facilities of the building and the said premises is formed and the “PROMOTER/DEVELOPER” shall not interfere in the functioning of the co-owners.

DISCLAIMER : The parties have also agreed to the following additional terms and conditions for the purpose of clarifying the terms above. Such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the Real Estate Regulation Act and the Rules and Regulations made thereunder.

3. MUTATION, TAXES AND IMPOSITION :

The “ALLOTTEES / PURCHASERS” shall apply for mutation and have the ‘said Apartment’ separately assessed for the purpose of assessment of Municipal and all other rates and taxes.

Until such separate assessment and/or mutation, the purchasers shall bear and pay proportionately the Municipal rates and taxes.

Upon the said separation and/or mutation of the said Apartment, the “ALLOTTEES / PURCHASERS” shall pay wholly such tax or imposition in respect of the ‘said Apartment’ and proportionately in respect of the common areas.

The “ALLOTTEES / PURCHASERS” shall, from the date of one month after taking possession of the said Apartment and at all times thereafter make payment of proportionate share of Service Charges for the maintenance and management of the

common areas and facilities in the building to be determined by the “PROMOTER/DEVELOPER” and shall pay such Service Charges month by month regularly until an association of apartment of “ALLOTTEES / PURCHASERS” is formed and the management and maintenance of the common areas and facilities of the building including the said premises is not handed over to such association by the “PROMOTER/DEVELOPER”.

The “ALLOTTEES / PURCHASERS” shall also pay all Municipal taxes and other rates, taxes, impositions and outgoings arising from the date of taking over possession of the Apartment of the “ALLOTTEES/PURCHASERS” that may be imposed hereafter from time to time or become payable in respect of the said Apartment and shall pay and discharge the same wholly in case the same relates exclusively to the said Apartment and proportionately in case the same relates to the common areas and facilities of the said Premises and the said building.

4. USER OF THE SAID APARTMENT & COMMON AREAS :

The ground floor and service areas, if any, as located within the premises shall be earmarked for purposes such as parking spaces and services including but not limited to generator rooms/space, underground water tanks, pump rooms, maintenance and service rooms, etc. and other permitted uses as per sanctioned plan. The “ALLOTTEES / PURCHASERS” shall not be permitted to use the service areas and the ground floor in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the “PROMOTER / DEVELOPER” so long the association of “ALLOTTEES / PURCHASERS”, for rendering maintenance services, is not formed and thereafter by the association of the “ALLOTTEES/PURCHASERS”.

The “ALLOTTEES / PURCHASERS” shall, after taking possession, be solely responsible to maintain the inside of the said Apartment at their costs, in good repair and condition and shall not do or suffer to be done anything in or to the said building, or the staircases, lifts, common passages, corridors, circulation areas, atrium or

compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

All charges for the electricity consumed in the 'said Apartment' shall be borne and paid by the "ALLOTTEES / PURCHASERS".

The "ALLOTTEES / PURCHASERS" shall pay from time to time proportionate share of the common expenses to be incurred in respect of the common areas and facilities of the building and the premises.

The "ALLOTTEES / PURCHASERS" shall use the 'said Apartment' and all the common areas and facilities carefully, peaceably, quietly and in particular the paths, passages, staircase, landing and the entry passage only for the purpose of egress and ingress and for no other purposes.

The "ALLOTTEES / PURCHASERS" further undertake, assure and grant that they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the building or in the common areas. The "ALLOTTEES / PURCHASERS" also shall not change the colour scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.

The "ALLOTTEES / PURCHASERS" shall neither keep nor store, any hazardous or combustible goods, in the apartment or place any heavy materials in the common areas particularly in the common passages or stair case of the building nor shall use or permit to use of the 'said Apartment' or any portion of the building for carrying any obnoxious or injurious activity, which may create a nuisance or hazard to the other occupiers of the building.

For the purpose of user of the common areas and for the purpose of repairing, rebuilding, cleaning, lighting and keeping in good condition, any common areas and/or for any purpose of similar nature, the "ALLOTTEES/PURCHASERS" shall permit the "PROMOTER /DEVELOPER" or the association of "ALLOTTEES / PURCHASERS", rights of unrestricted access with or without workman at all reasonable times to enter into "ALLOTTEES / PURCHASERS' Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, for inspection or for execution of the required work.

The "ALLOTTEES / PURCHASERS" shall be entitled to draw cable line or telephone line to their said Apartment through the common areas if such drawing of the aforesaid lines do not make any hindrance to the free ingress and egress of the co-owners.

The "ALLOTTEES / PURCHASERS" shall plan and distribute its electric load in conformity with the electric systems installed by the "PROMOTER / DEVELOPER" and thereafter the association of "ALLOTTEES / PURCHASERS" and/or maintenance agency appointed by the association of "ALLOTTEES / PURCHASERS". The "ALLOTTEES /PURCHASERS" shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

IN WITNESS WHEREOF the “VENDORS / PARTIES” and the “ALLOTTEES/PURCHASERS” have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED AND DELIVERED
by the OWNERS in the presence of

WITNESSES :

1.

2.

SIGNATURE OF THE OWNER

SIGNED, SEALED AND DELIVERED
by the “PROMOTER / DEVELOPER” in
the presence of

WITNESSES :

1.

2.

SIGNATURE OF THE
“ALLOTTEES / PURCHASERS”

SIGNED AND DELIVERED
by the “ALLOTTEES / PURCHASERS”
in the presence of

WITNESSES :

1.

2.

SIGNATURE OF THE
“PROMOTER / DEVELOPER”

RECEIVED from the within named “ALLOTTEES / PURCHASERS”, the within mentioned sum of Rs. (Rupees) by the VENDORS / PARTIES through the “PROMOTER/DEVELOPER”.

MEMO OF CONSIDERATION

Sl. No.	Date	Cash	Cheque No.	Drawn On	Amount [Rs.]
1.					
2.					
3.					
				TOTAL	

WITNESSES :

1.

2.

SIGNATURE OF THE
PRMOTER / DEVELOPER

Drafted & printed in my office