

THIS DEED OF CONVEYANCE made this ___ day of _____ **2004** BETWEEN _____ a private limited Company incorporated under the Companies Act, 1956, having its registered office at 12C, Chakraberia Road (North), Kolkata – 700 020, hereinafter referred to as **THE VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office and assigns) of the **First Part**

AND

_____ private limited Companies / Company incorporated under the Companies Act, 1956, having their respective registered offices at 12C, Chakraberia Road (North), Kolkata – 700 020, hereinafter jointly referred to as **THE CONFIRMING PARTIES** (which term or expression shall unless excluded by or repugnant to the subject of context be deemed to mean and include their respective successor and/or successors in office and/or assigns) of the **Second Part**

AND

_____ s/w/d/o _____ residing at _____ hereinafter called **THE PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, legal representatives, executors, administrators and/or assigns) of the **Third Part**.

WHEREAS:

History of property

- ❖ By an agreement dated _____, entered into between _____, therein referred to as the Confirming Parties of the Second Part and _____ therein referred to as the Purchasers of the Third Part, the _____ agreed to sell and transfer the entirety of the said premises unto and in favour of the said Purchasers for the consideration and on the terms and conditions contained and recorded in the said Agreement.
- ❖ Subsequently by a registered Deed of Conveyance dated _____ registered at the office of the District Sub-Registrar Alipore, 24 Parganas (South) in Book No. ____, Being No. __ for the year ____ made between _____, therein described as the Vendors of the First Part and _____ therein described as the Executrices of the Second Part and _____ therein described as the Purchasers of the Third Part, the said Vendors sold, transferred, conveyed, assigned and assured unto and in favour of the said Purchasers ALL THAT the said **Premises No.** _____ at and for the consideration and on the terms and conditions more fully recorded therein.
- ❖ By virtue of the aforesaid part recited Deed of Conveyance the said _____ hereinafter collectively referred to as the **said Owners** became absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the said premises free from all encumbrances charges liens lispensens attachments trusts whatsoever or howsoever.

- ❖ The said Owners registered themselves under the West Bengal Act XX of 1993 and were granted permission towards construction of a new building at the said premises.
- ❖ The said Owners duly applied for and obtained sanction of a building plan from The Kolkata Municipal Corporation (hereinafter referred to as **KMC**) being Sanctioned **Plan No. _____ dated _____** for construction of a **ground plus ____ (G+__)** storeyed building consisting of several self-contained units/flats for residential purposes.
- ❖ In pursuance of an Agreement dated _____, the said Owners duly identified and demarcated the constructed areas of the proposed new building comprising of their respective units amongst themselves and agreed to sell and transfer the same in favour of prospective purchasers and appropriate the sale proceeds in respect thereof on the terms and conditions as recorded in the said Agreement.
- ❖ In pursuance of an Agreement the Vendor with the consent of the Confirming Parties has agreed to sell and transfer and the Purchaser has agreed to purchase and acquire and/or own on ownership basis ALL THAT **Unit No. **** containing by admeasurement an area of **\$\$\$\$ sq.ft.** built-up area facing _____ situated in the **&&&&& floor** of the said building now in the course of construction together with **### covered/open car parking space** in the ground floor of the building together with the undivided proportionate share in the land comprised in the said **Premises No. _____**, attributable thereto more fully and particularly described in the **Second Schedule** hereunder written hereinafter collectively referred to as the **said Unit** and together with the proportionate share in the common areas, common parts and portions in the said building, for a total consideration of **Rs. _____** and on the terms and conditions contained and recorded in the said Agreement hereinafter referred to as the **said Sale Agreement**).
- ❖ The said Unit has been partly constructed and the Purchaser has approached the Vendor and the Confirming Parties to execute the Deed of Conveyance in respect of the said Unit which the Vendor and the Confirming Parties have agreed to do provided however the Purchaser shall not be entitled to deliver possession of the said Unit until and unless the full consideration amount and all other amounts as stated in the said Sale Agreement have been paid by the Purchaser.
- ❖ The Vendor and the Confirming Parties agree to complete the construction of the said Unit in all respects as per the specifications mentioned in the Sale Agreement and in accordance with the provisions of all laws and rules as framed and amended from time to time by The KMC and other statutory bodies.
- ❖ At or before the execution of this Indenture, the Purchaser has satisfied himself/herself/itself about the title of the Vendor and the Confirming Parties and also the said sanctioned plan and the said construction work carried out and has agreed not to raise any objection in respect thereof.

- ❖ IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO that the Purchaser has agreed to purchase and acquire the said Unit in an incomplete condition and/or in as-is-where-is condition EXCEPTING THAT the Vendor and Confirming Parties shall cause the remaining works (hereinafter referred to as the **said remaining works**) to be completed and shall continue to remain in possession of the said Unit until such time the said remaining works are completed and the entire amount of consideration agreed to be paid by the Purchaser to the Vendor in paid.

NOW THIS INDENTURE WITNESSETH as follows:

1. That in pursuance of the said Sale Agreement and in consideration of a sum of **Rs. _____/- (Rupees _____ only)**, paid by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby and also by the receipt hereunder written admits and acknowledges to have been received and of and from the same and every part acquits, releases and discharges the said Purchaser and the said Unit hereby intended to be sold transferred and conveyed), and in further consideration of the balance sum of **Rs. _____ (Rupees _____ only)** promised to be paid in installments in terms of the said Sale Agreement in the manner stated in **Part II** of the **Second Schedule** hereunder written by the Purchaser to the Vendor aggregating to a total sum of **Rs. _____ (Rupees _____ only)**, the Vendor with the consent and concurrence of the confirming parties doth hereby sell transfer convey assure and assign unto and in favour of the Purchaser ALL THAT the partly constructed **Unit No. **** measuring an area of **\$\$\$ sq.ft.** built-up area situated in the **&&&&& floor** together with **### covered/open car parking space(s)** in the ground floor of the building together the undivided impartible proportionate share in the land comprised in the said **Premises No. _____**, attributable thereto hereinafter collectively referred to as the **said Unit** and more fully and particularly described in the **Second Schedule** hereunder written and together with the undivided proportionate share in the common areas, common parts and portions in the said building more fully and particularly described in the **Third Schedule** hereunder written And the confirming parties and each one of them do hereby transfer assure assign convey and grant all their right title interest into or upon the said Unit unto and in favour of the Purchaser herein OR HOWSOEVER OTHERWISE the said premises now are or is or at any time or times heretofore were or was situate butted and bounded called known numbered described and distinguished TOGETHER WITH all boundary walls areas sewers drains ditches paths passages water, water courses and all manner of ancient and other lights rights liberties easements privileges emoluments advantages appendages and appurtenances whatsoever standing and being into or upon or belonging thereto or any part thereof with which the same now are or is or at any time or times heretofore were or was usually held used occupied enjoyed accepted reputed deemed taken or known as part parcel or member thereof or appurtenant thereto AND the reversion or reversions remainder or remainders and together with the right to receive realise and collect the rent issues and profits arising therefrom AND all the estate right title interest use property possession claim and demand whatsoever both

at law and in equity of the Vendor and the confirming parties into and upon the said Unit hereby sold granted transferred conveyed assigned or assured or otherwise expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever free from all mortgages charges trusts liens lispendens attachments and encumbrances whatsoever SUBJECT NEVERTHELESS to the easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit as set out in the **Fourth Schedule** hereunder written EXCEPTING AND RESERVING unto the Vendor and the Confirming Parties and other owners and occupiers of the remaining units of the said new building such easements or quasi-easements and other rights and privileges as mentioned in the **Fifth Schedule** hereunder written subject to the restrictions mentioned in the **Sixth Schedule** hereunder written and subject to the Purchaser's covenant to bear and pay the proportionate share of all common expenses for the maintenance of the said building as mentioned in the **Seventh Schedule** hereunder written.

2. **THE VENDOR DOETH HEREBY COVENANTS WITH THE PURCHASER** as follows :

- a) That notwithstanding any act deed matter or thing done or committed by the Vendor or any of its predecessors-in-title, the Vendor has good right full power and absolute authority to grant convey transfer by way of sale assign and assure the said Unit hereby conveyed or intended so to be unto and to the use of the Purchaser in the manner aforesaid.
- b) AND THAT the Purchaser shall and may at all times hereafter peaceably and quietly enter upon occupy or possess and enjoy the same and receive the rents issues and profits thereof and every part thereof without any suit lawful eviction or interruption claim and demand whatsoever from or by the Vendor or any person or persons having or lawfully claiming or to claim from under or in trust from the Vendor or any of its predecessors-in-title.
- c) AND THAT the Purchaser shall hold the said Unit free and clear and freely and clearly and absolutely exonerated and forever released and discharged or otherwise by the Vendor and well and sufficiently saved and defended kept harmless and indemnified of from and against all former and other estates title charges and encumbrances whatsoever and made executed occasioned and suffered by the Vendor or any of its predecessors-in-title or any person or persons having or lawfully claiming as aforesaid.
- d) AND THAT the Vendor doeth hereby covenants and assures the Purchaser that it has not encumbered the said Unit in anyway and has full power and absolute authority to sell the same in the manner aforesaid.

- e) AND FURTHER THAT the Vendor and all persons having or lawfully claiming any estate right title or interest in the said Unit or any part thereof from under or in trust for the Vendor of any of its predecessors-in-title shall and will at all times hereafter at the request and at the cost of the Purchaser do and execute and cause to be done and/or executed all such further and other acts deeds matters and things, conveyances and assurances whatsoever for further better and more perfectly and absolutely granting the said Unit and every part thereof unto and to the use of the Purchaser as may be reasonably required.
- f) AND FURTHER THAT the Vendor shall and will unless prevented by fire or other inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser or any person or persons lawfully or equitably claiming through the Purchaser any estate or interest in the said Unit or any part thereof produce or cause to be produced to the Purchaser or its Attorneys or agents or before any court tribunal authority or firm for inspection or otherwise as the occasion shall require the title deeds in connection with the said entire premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other copies of or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and documents safe whole unobliterated and uncanceled.
3. **AND THE CONFIRMING PARTIES** do hereby covenant with the Purchaser that they have not encumbered the said Unit in any way and do hereby release relinquish and disclaim all their respective right title interest claim or demand whatsoever or howsoever into or upon the said Unit.
4. **AND THE PURCHASER DO TH HEREBY COVENANTS WITH THE VENDOR AND THE CONFIRMING PARTIES** as follows:
- a) The Purchaser so as to bind the Owner for the time being of the said Unit and so that this covenant be for the benefit of the said building and other units therein and every part thereof hereby covenants with the Vendor/Confirming Parties and owners of other units comprised in the said building that the Purchaser and all other persons deriving title from the Purchaser shall at all times hereafter observe the restrictions set forth in the **Sixth Schedule** hereto.
- b) Within 6 (six) months from the date of notice the Purchaser shall at its own costs apply to KMC and other authorities for separation and mutation of the said Unit and until such time the said Unit is mutated in the name of the Purchaser, the Purchaser shall at all material times regularly and punctually make payment of all corporation taxes rates impositions levies multi-storeyed building tax and all other taxes presently payable or which may hereafter become payable or be imposed in respect of the said Unit and until such time the said Unit is not separately assessed the Purchaser hereby agrees to make payment of all proportionate share of such taxes impositions levies and outgoings to the Vendor or to the Confirming Parties or to the Holding Organization or Society formed for the maintenance of the said building in respect of the said Unit or the said premises regularly and punctually.

- c) To keep the said Unit and other party walls sewers drain pipes cable wires and in particular (without prejudice to the generality of the foregoing) so as to shelter support and protect the parts of the building other than the said Unit.
- d) To make payment and contribute towards the proportionate part of expenses and outgoings mentioned in the **Seventh Schedule** hereto.
- e) Permit the Vendor, Confirming Parties and their survivors or agents with or without workmen and others at all reasonable items on 48 (forty eight) hours notice to enter into and upon the said Unit or any part thereof for the purpose of repairing any part of the said building and for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good conditions sewers drains cables water courses gutter wires partly structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down reinstating preparing testing drainage gas and water and electric wires and cable and for similar purpose.
- f) To keep the said Unit in good and substantial repair and (without prejudice to the generality of the foregoing) as part of this sub- clause to keep the said Unit in good repair as necessary to from such support and protection to the other parts of the said building as they now enjoy.
- g) To regularly and punctually without any deduction or abatement to make payment of the proportionate shares towards maintenance expenses in advance every month such share to be determined as stated in Part II of the **Seventh Schedule** hereto by the Vendor or Confirming Parties and upon formation of the Holding Organization and/or the Society formed for rendition of common services (hereinafter referred to as the **Holding Organization**) by such holding organization. For the purposes of determining of such proportionate maintenance charges the total super built-up area comprised in the said Unit shall be the basis and such maintenance charges shall be paid by the Purchaser within a week from the date of receipt of the bill from the Vendor or Confirming Parties or the holding organization as the case may be and in the event of default on the part of the Purchaser the Purchaser shall be liable to pay interest at the rate of 18% per annum for the delayed payment.
- h) To keep the said Unit and other party walls sewers drains pipes and entrances and main entrances exclusively serving the said Unit in good condition.
- i) To comply with and fulfill all regulations and rules of the directorate of electricity for the lift license.
- j) To observe and submit to all rules and regulations which may be required by the West Bengal fire services in respect of a multi- storeyed building under KMC Act and other laws and bye-laws and rules which may be in force or be enacted.
- k) To keep the said building and every part thereof insured at all times hereafter.

5. **IT IS HEREBY FURTHER AGREED BETWEEN THE VENDOR, CONFIRMING PARTIES AND THE PURCHASER** as follows:
- a) That the Vendor, Confirming Parties and the Purchaser do hereby agree and covenant with each other to observe perform and abide by the terms conditions and obligations as recorded in the said Sale Agreement, except those which have been observed fulfilled and performed.
6. **IT HAS BEEN FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO** as follows :
- a) The Purchaser shall not call upon the Vendor to take over possession of the said Unit until full payment of the entire amount of consideration is made and/or paid.
- b) The said balance amount shall be paid by the Purchaser to the Vendor and/or the Purchaser has promised to make payment of the said balance amount on or before _____, **2003** and time in this regard shall be the essence of the contract and until such time full payment of the entire amount of consideration is made and/or paid the said Unit shall continue to remain in exclusive possession of the Vendor.
- c) The said remaining works shall be completed by the Vendor as a Licencee of the Purchaser with such materials and/or specifications as shall be recommended by the Architect of the said building and in no event the Purchaser shall be entitled to raise any objection whatsoever or howsoever nor shall do any act deed or thing whereby the Vendor and/or the Confirming Party and/or any person(s) authorized by them is prevented from completing the said remaining works and/or the said building.
- d) AND the Purchaser also agrees not to withhold payment of the said balance amount for any reasons whatsoever or howsoever and agrees not to claim any abatement and/or deduction on any account whatsoever or howsoever.
- e) At or before taking over possession of the said Unit the Purchaser shall also make payment of the various amounts as expressly stipulated in the said agreement appearing in **Part II** of the **Seventh Schedule** hereunder written and without making payment of the said amount the Purchaser shall not be entitled to claim or shall obtain possession of the said Unit.
- f) Until such time the full payment is made the Purchaser shall not sell transfer alienate encumber or create any right of a third party into or upon the said Unit without the consent in writing of the Vendor.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE PREMISES)

ALL THAT the piece and parcel of land containing by estimation an area of **__ bigha __ cottahs __ chittacks __ sq.ft.** (more or less) situate lying at and being **Premises No.** _____, Police Station - ____ within the limits of The Kolkata Municipal Corporation together with all rights of easements on and over the said property and butted and bounded in the manner :

ON THE NORTH - By

ON THE SOUTH - By

ON THE EAST - By

ON THE WEST - By

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID UNIT - PART I)

ALL THAT the **Unit No. **** containing by admeasurement an area of **\$\$\$\$ sq.ft.** (more or less) built-up area situated in the **&&&&& floor** of the building constructed at the said premises together with **### covered/open car parking space(s)** in the ground floor therein TOGETHER WITH the undivided proportionate share in the land comprised in the said premises more fully and particularly mentioned and described in the **First Schedule** hereinbefore attributable thereto.

SCHEDULE OF BALANCE INSTALLMENTS
PART - II

1. Rs. _____/- on or before _____
2. Rs. _____/- on or before _____
3. Rs. _____/- on or before _____
4. Rs. _____/- on or before _____
5. Rs. _____/- on or before _____

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON PARTS & AREAS)

1. Lift(s).
2. Staircase and staircase landings on all the floors of the said building.
3. Common passage including the main entrance on the floor landing to the roof i.e. the top most floor is common to all the unit purchasers in the said building.
4. Water pump and water tank, underground reservoir, overhead tank and water supply line.
5. Electric service line and electric main line wiring, electric for pump installed in the building and in the meter room.
6. Meter room, community hall and servants dormitory.
7. Drainage and sewers.
8. Boundary walls and main gates.
9. Such common parts areas equipments installations fixtures fittings and spares in or about the said building as are necessary for common use.
10. The ultimate roof of the newly constructed building as per the sanctioned plan of KMC shall be jointly used by all the unit purchasers.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Rights & Easements granted to the Purchaser)

1. The Purchaser shall be entitled to all rights, privileges, vertical and lateral supports, quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Unit together with usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified accepting and reserving unto and for the Vendor/Confirming Parties the rights easements quasi-easements privileges and appurtenances herein-after more particularly set forth in the **Fifth Schedule** hereto.
2. The right of access in common with the Vendor/Confirming Parties and/or other occupiers at the said building at all times and for all normal purposes connected with the use and enjoyment of the staircase, tubewell, if any, and electrical installations.

3. 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 Unit without vehicles over and along the driveways and pathways comprised in the said building PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser and/or the Purchaser's servants agents and/or invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of other person or persons including the Vendor / Confirming Parties entitled to such right of way as aforesaid along with such driveways and pathways as aforesaid.
4. The right of protecting the said Unit by and from all parts of the said building so far as they now protect the same.
5. The right of passage in common as aforesaid of electricity, water and soil from and to the said Unit through pipes drains wires and conduits lying at or being in under or over the said building and premises so far as may be reasonable and necessary for the beneficial occupation of the said Unit for all purposes whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other common parts of the said building and premises for the purpose of repairing so far as may be necessary the pipes drains wires and conduits aforesaid and for the purpose of rebuilding repairing repainting or cleaning any part of the said in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving 48 (forty eight) hours previous notice in writing of his/her/its intention so to enter to the Vendor/Confirming Parties and/or other persons properly entitled to the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(The undermentioned rights, easements, quasi-easements, privileges and appurtenances shall be excepted out of the sale and reserved for the Vendor / Confirming Parties).

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the said building including its 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 Unit) or the other part or parts of the said building through pipes wires conduits lying or being under, through or over the said Unit as far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all purposes whatsoever.
3. The right of protection of other portion or portions of the said building by all parts of the said Unit so far as they now protect the same.
4. The right as might otherwise become vested in the Purchaser by means of structural alterations to the said Unit otherwise in any manner tolerant or diminish to support at present enjoyed by other part or parts of the said building.
5. The right by the Vendor and/or occupier or occupiers of other part or parts of the said building for the purpose of ingress and egress to and from such other part or parts of the said building, the front entrances, staircase, electrical installations open and covered space and other passages or paths of the said building.
6. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of repairing so far as may be necessary such pipes wires and conduits as aforesaid provided always the Vendor / Confirming Parties and other person or persons shall give to the Purchaser a prior 48 (forty eight) hours written notice of its intent on for such entry aforesaid.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Restrictions and obligations imposed in respect of the said Unit)

1. As soon as possible after the completion of the said building in all respects the Vendor shall assist the unit purchasers for formation of an Association of all the unit purchasers under the West Bengal Apartments Ownership Act, 1972.
2. Until the formation of such Association or Maintenance Society of Private Limited company, the Vendor shall manage and maintain the said complex and common parts thereof and the Purchasers shall pay the maintenance charges and other outgoings in respect of the said Unit. The Vendor is also empowered by the Purchasers to form an 'Ad Hoc' committee until formation of a Maintenance Society/Association.
3. On and from the date of possession of the said Unit, the Purchaser agrees and covenants as follows:
 - a) To co-operate with the Vendor/Confirming Parties in the management and maintenance of the said building.
 - b) To observe the rules framed from time to time by the Vendor/Confirming Parties and upon formation of the Association or Maintenance society for quiet and peaceful enjoyment of the said complex as a decent residential building.
 - c) To allow the Vendor/Confirming Parties or the representative of the Maintenance Society or ad hoc body as the case may be with or without workmen to enter into the said Unit for the purpose of maintenance and repairs.
 - d) To pay the common expenses and other outgoings since the date of completion of the complex or date of possession whichever is earlier and also the rates and taxes for and/or in respect of the said complex including those mentioned in **Seventh Schedule** hereunder written proportionately for the complex and/or common parts/areas and wholly for the said Unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Vendor/Confirming Parties and upon formation of Association or completion or date of possession whichever is earlier whether actual possession of the said Unit has been taken or not by the Purchasers.
 - e) To deposit the amounts reasonably required with the Vendor/ Confirming Parties and upon formation with the Association or Maintenance society as the case may be towards the liability for the rates and taxes which shall be calculated at the rate as may be thought fit by the Vendor/Confirming Parties.

- f) To pay charges for electricity and other utilities consumed in or relating to the said Unit and proportionately in relation to the common parts.
- g) Not to sub-divide the said Unit, servant quarter and/or parking space, if allocated, or any portion thereof.
- h) Not to do any act, deed or thing to obstruct the construction and completion of the new building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchasers' enjoyment of the said Unit.
- i) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said Unit or compound or any portion of the complex except in the garbage bin to be provided on the ground floor of the said building.
- j) Not to do or cause anything to be done in or around the said Unit which may cause or tend to cause or affect any damage in any floorings or ceiling of the said Unit or any other portion over or below the said Unit or adjacent thereto or in any manner interfere with the use, rights and enjoyment thereof or of any open space, passage or amenities available for common use.
- k) Not to damage or demolish or cause to be damaged or demolished the said residential Unit or any part thereof or the fittings and fixtures affixed thereto at any time.
- l) Not to close or permit the closing of verandah, lounges, balconies, lobbies and common parts and also not to allow or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandah, lounge or any external walls or both the faces of external doors and windows including grill of the said Unit which in the opinion of the Vendor/Confirming Parties may affect the elevation or colour scheme in respect of the exterior walls of the building.
- m) 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 Unit or any part of the building or cause increased premium to be payable in respect thereof if the building is insured.
- n) Not to make in the said residential Unit any structural addition and/or alteration such as in beams, columns, partition walls, etc. or improvements of a permanent nature except with the prior approval in writing of the Owner and with the sanction of The Kolkata Municipal Corporation and/or any concerned authority.

- o) The Purchaser shall not fix or install any antenna on the roof / terrace of the said building nor shall fix any window antenna excepting that the Purchaser shall be entitled to avail of the Central Antenna facilities to be provided by the Vendor/Confirming Parties to the Purchaser and also to the owners of the other units in the said Premises subject to the payment of proportionate charges thereof, if any, paid/incurred by the Vendor/Confirming Parties.
- p) Not to use the said Unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause a nuisance or annoyance to occupiers of the other portions of the building and occupiers of the neighbouring Premises or for illegal or immoral purposes or as a boarding house, guest house, club house, nursing home, amusement or entertainment center, eating or catering place, dispensary or a meeting place or for any commercial or industrial activity whatsoever and similarly shall not keep in the parking space any thing other than private motor car or motor cycle and shall not raise or put up any temporary or permanent constructions thereon or part thereof and shall keep it always open as before and the dwelling or the staying of the person or the blocking by putting any article shall not be allowed in the car parking space.
- q) Not to use the allotted car parking space or permit the same to be used for any purpose whatsoever other than parking of a car and not to permit the same to be used by anybody excepting with the consent in writing of the Vendor/Confirming Parties which consent shall not be unreasonably withheld.
- r) Not to park personal vehicle in other parking or open spaces of the building or any other place except in own allotted space and shall use the pathway as would be done by the holders of other units or as would be decided by the Vendor/Confirming Parties.
- s) Not to put or display any hoarding by neon sign or display any name or otherwise outside the said residential Unit or the building without the written consent of the Vendor.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

PART - I

1. The expenses for maintaining, repairing, redecorating etc. of the building and in particular the roof, water tanks, gutters and rain water pipes of the building, water pipes and electric wires in, under or upon the building and enjoyed or used by the Purchaser in common with the other occupiers of other units and parking spaces and the main entrance, passages, landings, staircases and the boundary walls of the building compounds, terraces, community hall and maintenance of roof and lawn on the ground floor.
2. The cost of clearing and lighting the passage, landings, staircase and other parts of the building so enjoyed or used by the Purchaser as aforesaid.
3. The cost of working and maintenance of water connection, lights, lifts, pump and other services.
4. The salaries and other expenses incurred for and payable to any persons employed for common purpose including security, electrician, maintenance, plumber, administration of the building, accountant, clerks, gardener, sweeper, liftman etc. as per the provisions of Section 12 of the West Bengal Act XX, 1993.
5. Municipal and other taxes.
6. In case the building has to be insured in that event the Purchasers shall pay the proportionate charges of the premium with regard to the said Premises.
7. Such other expenses as are necessary or incidental for the maintenance and upkeep of the Building.

PART - II

(Additional Deposits & Expenses)

1. Rs. 20/- per sq.ft. towards the Purchasers' proportionate share of expenses and outgoings as deposit, which shall be refunded to the Purchasers on the formation of the Holding Organisation.
2. Rs. 5,000/- towards share money application/ entrance fee and the Purchasers' share of expenses in connection with the formation of the Holding Organisation.

3. Actual amount calculated on the basis of bills produced by the Vendor/Confirming Parties before the Purchasers towards electric deposit on per sq.ft. basis. Payment of deposit money to CESC Ltd. or any other amount which may be determined by the Vendor (to be calculated) after ascertaining the actual sums to be deposited and the Purchasers hereby agree to make an additional payment on account of electric transformer, electric sub-station, H.T. Line, cost of construction made for the same and for any payments to be made for this purpose and other additional facilities which may be available and the proportionate amount which may become payable in that regard shall be determined by the Vendor, it being expressly agreed and understood that without payment of the said charges the Vendor shall be under no obligation to deliver possession of the said Unit to the Purchasers.
4. Rs. 7/- per sq.ft on account of legal documentation fees shall be paid by the Purchasers to the Vendor for making the necessary documents such as agreements and conveyance.
5. Actual amount to be determined/calculated at the rate prevailing on the date of execution on account of stamp fee, registration and other legal expenses before taking the possession.
6. Rs. 12/- per sq.ft. towards the proportionate share of expenses for the maintenance of the building for one year and on actuals and the balance if any shall be refunded to the Purchasers at the time of handing over the maintenance of the building by the Vendor to the Association or if extra amount has been incurred the same will be charged proportionately.
7. Rs. 12/- per sq.ft. towards CMC tax.
8. The aforesaid amounts of deposit shall not carry any interest and will remain with the Vendor / Confirming Parties until the conveyance deed in respect of the land is executed in favour of the Purchasers, Association or the Holding Organisation and shall be made over to the Association of Unit owners deducting therefrom the actual expenses incurred, an account of which shall be submitted by the Vendor / Confirming Parties to the Association of Unit owners and the account as submitted by the Vendor/Confirming Parties shall be final, conclusive and binding on the Purchasers and the Purchasers shall not be entitled to dispute the same.
9. Sinking fund as shall be determined by the Vendor / Confirming Parties before handing over possession of the said Unit to the Purchasers.

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

SIGNED, SEALED AND DELIVERED BY
the **VENDOR** at Kolkata in the presence of:

SIGNED, SEALED AND DELIVERED BY
the **CONFIRMING PARTIES** at Kolkata
in the presence of :

SIGNED, SEALED AND DELIVERED BY
the **PURCHASER** at Kolkata in the presence of:

MEMO OF CONSIDERATION

RECEIVED on and from the within mentioned Purchaser the within mentioned consideration money of **Rs. _____/- (Rupees _____ only)** vide several cheques.

VENDOR / OWNER

WITNESSES :

1.

2.

DATED THIS _____ DAY OF _____ 2003.

BETWEEN

..... the **Vendor**

AND

..... the **Confirming Parties**

AND

..... the **Purchaser**

CONVEYANCE

Unit No. **