

THIS INDENTURE OF CONVEYANCE made this the ___ day of _____, **2004** BETWEEN _____ son/wife/daughter of _____, permanently residing at No. _____ and presently residing at No. _____, hereinafter collectively referred to as **THE VENDOR/OWNER** (which term of expression unless repugnant to the subject or context be deemed to mean and include his/her respective heirs, legal representatives administrators executors and assigns) of the **FIRST PART**

and _____, all permanently residing at _____ and presently residing at _____, hereinafter collectively referred to as **THE CONFIRMING PARTIES** (which term of expression unless repugnant to the subject or context be deemed to mean and include their respective heirs legal representatives administrators executors and assigns) of the **SECOND PART** and _____ a private limited company within the meaning of the Companies Act, 1956, having its registered office at _____, hereinafter called **THE DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject of context be deemed to mean and include its Director or Directors their successors in office and assigns) hereinafter referred to as the **THIRD PART** and _____ son/wife/daughter of _____, hereinafter referred to as **THE PURCHASER** (which term or expression unless repugnant to the subject or context be deemed to mean and include his heirs legal representatives administrators executors and assigns of the **FOURTH PART**).

WHEREAS:-

In this Deed certain expressions have been assigned meanings as would appear from the **FIRST SCHEDULE** hereunder written.

History

- By an Agreement dated _____ entered into between _____ therein jointly referred to as '**the Owners**' of the One Part and _____ (the Developer herein) therein also referred to as the Developer of the Other Part the Owner had granted the exclusive right of Development in respect of the said premises unto and in favour of the Developer herein whereby and whereunder the Developer in the names of the Owner became entitled to cause a map or plan to be sanctioned by the Kolkata Municipal Corporation and it was further agreed that the Developer would construct a New building consisting of **basement ground plus seven (G+___)** upper floors (hereinafter called the '**new building**') at the said premises in accordance with the map or plan to be sanctioned by the Kolkata Municipal Corporation comprising of several flats / apartments / units / car parking spaces / constructed spaces etc. to be ultimately held or owned by the various intending persons to acquire the same on ownership basis at and for the consideration and on the terms and conditions contained and recorded in the said Agreement (hereinafter called the '**Development Agreement**').
- The said Development Agreement inter alia provides as follows:-

"In consideration of the Owners having agreed to grant exclusive right of commercial exploitation of the said premises by causing the new building to be constructed at the said premises at the Developer's cost, the Developer shall allocate free of cost ___% of the total super built-up area to comprise in the said new building/s being the **OWNERS' ALLOCATION** (as hereinafter stated) and the Owner shall be liable to sell transfer convey assure and assign the undivided proportionate share or interest in the land comprised in the said premises attributable to the remaining ___% of the total super built-up area to comprise in the said new building being the **DEVELOPER'S ALLOCATION** (as hereinafter stated) and shall execute the Deed of Conveyance or Conveyances in respect of the undivided proportionate share or interest in the land comprised in the said premises and attributable to the remaining ___% of the total super built-up area to comprise the said new building/s being the **DEVELOPER'S ALLOCATION** in the manner and in such part or parts as may be desired by the Developer in its own name or in the names of its nominee or nominees without any further consideration being paid to the Owner for such Conveyances".
- For the purpose of constructing erecting and completing the said new building at the

said premises and also to enable the various intending purchaser(s) to own and/or hold their respective Flats / Units / Car Parking Spaces / Constructed Spaces on ownership basis capable of being held used and/or enjoyed independently of each other the Developer has formulated the following scheme:-

- i. The Developer shall construct erect and complete the said new building at the said premises consisting of various self-contained Flats/Units/Car Parking Space / Constructed spaces capable of being held used and/or enjoyed and/or owned independently by the various intending purchaser(s).
 - ii. To enable the various intending purchaser(s) to own and/or hold the intended Flats / Car parking Spaces / Constructed Spaces on ownership basis, the Developer as a common Contractor for such intending purchaser(s) shall construct erect and complete the Intended Flats / Car Parking Spaces / Constructed Spaces ultimately to be owned by the various intending purchaser(s) for and on their behalf and on their account and shall recover and realise from such intending purchaser(s) the cost of construction (hereinafter called the 'construction costs') as shall or may be mutually agreed upon between the Developer and the intending purchaser(s).
 - iii. For the purpose of beneficial use and enjoyment of such Intended Flats / Car Parking Spaces / Constructed Spaces the Developer shall also nominate such intending purchaser(s) for acquiring the undivided variable proportionate share or interest in the land comprised in the said premises and attributable and/or allocable to such Intended Flats / Units / Car Parking Spaces / Constructed Spaces (forming part of the Developer's Allocation) at and for such consideration (hereinafter called the '**sale price**') on such terms and conditions as may be mutually agreed upon between the Developer and the said intending purchaser(s).
 - iv. The intending purchaser(s) shall cause the said Intended Flats / Car Parking Spaces / Constructed Spaces to be constructed erected and completed only through the Developer and through no one else.
- In pursuance to the said Development Agreement the Developer in the names of the Owners caused a map or plan to be sanctioned by the Kolkata Municipal Corporation being **B.S. No.** _____ (hereinafter called the '**said plan**') and commenced construction of the new building at the said premises in accordance with the said Plan and since constructed erected and completed the new building comprising of various flats / car parking spaces / constructed spaces and also all the common parts portions area facilities and/or amenities comprised therein.
 - In terms of the said Development Agreement and upon construction erection and completion of the said new building at the said premises the Developer in discharge of its obligation under the said Development Agreement was obliged to deliver possession of the Owners' Allocation to the said Vendors herein in terms of the said Development Agreement.
 - In consideration of the Developer having agreed to incur the costs charges and expenses towards the costs of construction erection and completion of the Owners' Allocation in terms of the said Development Agreement, it was expressly agreed by and between the Vendors and the Developer that the Vendors upon receiving possession of the Owners' Allocation shall execute and register the Deeds of Conveyances or Conveyances in respect of the undivided proportionate share or interest in the land comprised in the said premises attributable to various Flats / Units / Car Parking spaces / Constructed spaces comprising and forming part of the Developer's Allocation unto and in favour of the Developer herein or its nominee or nominees.
 - The said Owners' Allocation has since been earmarked and/or identified and possession thereof has already been delivered by the Developer to the Vendors herein and the obligations and other terms and conditions to be fulfilled by the Vendors and the Developer respectively in terms of the said Development Agreement have been duly fulfilled and complied with by each of them respectively. Out of the said Owners' Allocation the Vendor herein has agreed to sell the flat herein mentioned duly allocated to him forming part of the Owners' Allocation and the Purchaser herein has agreed to purchase the undivided proportionate ____ share in the said flat on the terms and conditions as appearing herein below.
- L. In pursuance to the said scheme one _____ being desirous of owing on ownership basis undivided proportionate ____ share in Flat No. ** in the building at the said premises entered into an **Agreement dated** _____ with the Owner therein, the Vendor/Owner herein, and agreed to cause to be constructed erected and completed through the Developer herein ALL THAT Flat **No. **** measuring about **\$\$\$ sq.ft.** of super built-up area (more or less) situated on the **&&&&& floor** in the said new building then in course of construction at the said premises TOGETHER WITH **### covered car parking space** in the ground floor / basement level of the said premises forming part of the Owners' Allocation (more fully and particularly mentioned

and described in the **Second & Third Schedules** hereunder written) AND the Owner therein, the Vendor/Owner herein FURTHER agreed to nominate the said Purchaser therein to acquire the proportionate ____ share or interest in the land comprised in the said premises and attributable to the said Flat intended to be acquired from the Owner therein, the Vendor/Owner herein (more fully and particularly mentioned and described in the **First Schedule** hereunder written) TOGETHER WITH the proportionate share in the common parts portions and common areas and/or facilities and/or amenities comprised in the said building at the said premises and also the right of free ingress in and egress out from the said Flat without any obstruction whatsoever or howsoever at and for the consideration and on the terms and conditions mentioned and recorded therein (hereinafter referred to as the said **SALE AGREEMENT**).

- M. In pursuance to the said Sale Agreement the Developer has since constructed erected and completed the said Flat for and on behalf of and on account of the Purchaser therein and the right of ownership in respect of the said Flat has vested and continues to remain vested unto and in favour of the Purchaser herein.
- N. The Purchaser therein from time to time made payment of the entirety of the consideration amount payable under the said Sale Agreement to the Owner therein, the Vendor/Owner herein and in part performance thereof and was put in possession of the said Flat and also paid full payment with regard to the construction of the said Flat.
- O. By an Agreement for Nomination dated _____ entered into between the said _____ the Transferor therein and _____ the Transferee therein, the Purchaser herein (hereinafter referred to as the **Nomination Agreement**), the said Transferor therein agreed to sell and transfer and the Transferee therein, the Purchaser herein, agreed to purchase All That the undivided proportionate ____ share the said **Flat No. **** measuring **\$\$\$\$ sq.ft.** of super built-up area (more or less) situated in the **&&&&& floor** at the said premises together with **### covered car parking space** in the ground floor/basement therein at and for the consideration mentioned therein and on the terms and conditions as appearing in the said Nomination Agreement forming part of the Owners' Allocation (more fully and particularly mentioned and described in the **Third Schedule** hereunder written).
- P. At or before the execution of these presents the Purchaser herein has fully satisfied himself/herself/itself.
- i. As to the title of the Ownership of the Vendor/Owner.
 - ii. Map / Plan duly sanctioned by The Kolkata Municipal Corporation.
 - iii. Of the area to comprise in the said Flat and also of the common parts portions areas facilities and/or amenities comprised in the said new building at the said premises and as to the specifications quality workmanship structural stability of the new building constructed at the said premises.
 - iv. Structural stability of the building.

AND have agreed not to raise any objection of whatsoever nature.

- P. The Purchaser herein has now approached the Vendor/Owner herein to cause to execute and register the Deed of Conveyance in respect of ALL THAT the undivided proportionate ____ share or interest in the land comprised in the said premises (more fully and particularly mentioned and described in the **Second Schedule** hereunder written) and attributable to ALL THAT the said **Flat No. **** containing by admeasurement an area of **\$\$\$\$ sq.ft.** of super built-up area (more or less) situated on the **&&&&& floor** of the new building at the said premises forming part of the **VENDOR'S / OWNER'S ALLOCATION** together with **### covered car parking space** in the ground floor / basement level therein (more fully and particularly mentioned and described in the **Third Schedule** hereunder written) and also TOGETHER WITH the proportionate share or interest in the common parts portions areas and/or facilities and/or amenities comprised in the said new building constructed at the said premises at and for the consideration of **Rs. _____/- (Rupees _____ only)** being the sale price for acquiring the undivided proportionate share or interest in the land comprised in the said premises and attributable to the said Flat free from all encumbrances charges liens lispendens attachments acquisitions or requisitions whatsoever or howsoever.
- Q. The Vendor/Owner herein has agreed to execute and register the Deed of Conveyance in favour of the Purchaser herein in respect of the said undivided proportionate ____ share attributable to the said Flat and has agreed to sell transfer and convey the same

at and for the said consideration and on the terms and conditions hereinafter appearing.

- R. The Vendor/Owner and the Developer herein respectively hereby confirm that they have released relinquished and/or disclaimed and disowned all their respective right title and interest whatsoever or howsoever in respect of the said undivided proportionate share in the land attributable to the said Flat taking into account the total super built-up area of the building so constructed.

NOW THIS INDENTURE WITNESSETH as follows:

1. That in pursuance of the said Nomination Agreement dated **29.7.2002** and in consideration of the said sum of **Rs. _____/- (Rupees _____ only)** of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendor/Owner herein (which amount the Vendor/Owner admits and acknowledges to have been received) at or before the execution hereof (the receipt whereof the Vendor/Owner with the consent and concurrence of the Developer doth hereby and also by the separate receipt hereunder written admits and acknowledges to have been received and of and from the payment of the same and every part thereof AND in further consideration of the Purchaser agreeing to pay the Municipal and all other rates and taxes maintenance and service charges and all other amounts payable by the Purchaser herein as mentioned in the presents, the Vendor/Owner with the consent and concurrence of the Developer doth hereby grants assures and conveys unto and in favour of the Purchaser **ALL THAT Flat No. ** measuring \$\$\$\$ sq.ft.** of super built-up area (more or less) situated on the **&&&& Floor** of the Building situated at **Premises No. _____ TOGETHER WITH ### covered car parking space** in the ground floor / basement level therein more fully and particularly mentioned and described in the **Third Schedule** hereunder written and of and from the payment of the same and every part thereof sell transfer assure and convey unto and in favour of the Purchaser All That the undivided proportionate share in the land underneath the said Building attributable to the said Flat TOGETHER WITH the proportionate share in the common parts and portions more fully and particularly described in the **Fourth Schedule** hereunder written TO HAVE AND TO HOLD the said Flat and all other benefits and rights hereby granted sold conveyed transferred assigned and assured and every part or portion thereof absolutely and forever TOGETHER WITH the proportionate share or interest in the common parts portions areas facilities and/or amenities comprised in the said Building at the said premises SUBJECT NEVERTHELESS to the easement reserved to the Purchaser more fully and particularly described in the **Fifth Schedule** AND ALSO SUBJECT to the easements reserved for the Vendor/Owner and the Developer more fully described in the **Sixth Schedule** hereunder written to the Purchaser observing the House Rules and Restrictions (more fully and particularly mentioned and described in the **&&&&& Schedule** hereunder written) in connection with the beneficial use and enjoyment of the said Flat SUBJECT TO the Purchaser's covenants to bear and pay the proportionate share of the maintenance charges for the said Flat and proportionately for the building/s at the said premises (more fully and particularly mentioned and described in the **Eighth Schedule** hereunder written).

II. AND THE VENDOR/OWNER AND THE DEVELOPER AND EACH OF THEM DOTH HEREBY COVENANTS WITH THE PURCHASER as follows :-

- a) That notwithstanding any act deed matter or thing whatsoever by the Vendor/Owner done or executed or knowingly suffered to the contrary the Vendor/ Owner herein is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Flat and the Rights and Properties Appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
- b) THAT notwithstanding any act deed or thing whatsoever done as aforesaid the Developer and the Vendor/Owner respectively now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Flat And The Rights and Properties Appurtenant thereto hereby conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.
- c) THAT the said Flat and The Rights and Properties Appurtenant thereto hereby granted sold and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments leases lispensens debutters or trust made

or suffered by the Vendor/Owner or any person or persons having or lawfully or equitably claiming any estate or interest therein through under or in trust for the Vendor/Owner.

- d) THAT the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Flat And the Rights and Properties Appurtenant thereto and receive all the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever by the Vendor/Owner or the Developer or any person or persons having or lawfully or equitably claiming as aforesaid.
- e) THAT the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispens debutters or trust or claims and demands whatsoever created occasioned or made by the Vendor/Owner or any person or persons lawfully or equitably claiming as aforesaid.
- f) AND FURTHER THAT THE Vendor/Owner and all persons having or lawfully or equitably claiming any estate or interest in the said Flat And The Rights and Properties Appurtenant thereto or any part thereof through under or in trust for the Vendor/ Owner and shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Flat And The Rights and Properties Appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.
- g) THAT the Vendor/Owner has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and whereunder the said Flat And the Rights And Properties Appurtenant thereto hereby granted sold transferred and conveyed or expressed so to be or any part thereof is can or may be impeached encumbered or affected in title or otherwise.
- h) THAT the Vendor/Owner respectively doth hereby further covenants with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser to produce or cause to be produced to the Purchaser or to his/her/its Attorneys or Agents at or before any trial examination or commission for inspection or otherwise as the occasion shall require the title deeds in connection with the said premises and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncanceled.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(DEFINITIONS)**

- 1.1 **BUILDING** - shall mean the new building/s constructed on the said premises in accordance with the Plan already sanctioned by The Kolkata Municipal Corporation with such variations as has been / may be permitted by The Kolkata Municipal Corporation.
- 1.2 **CAR PARKING SPACES** - shall mean ALL THAT the Car Parking Spaces in the ground floor / basement sanctioned by The Kolkata Municipal Corporation and shall also include the open spaces which may be permitted by the Developer for parking of cars.
- 1.3 **COMMON PURPOSES** - shall mean and include the purpose of maintaining the said premises and the said Building/s and in particular the common parts and meeting of the common expenses and matters relating to mutual rights and obligations of the owners of various flats and common use and enjoyment thereof.
- 1.4 **COMMON EXPENSES** - shall mean the common expenses to be paid borne and contributed by all the purchasers in proportion to the area of their respective flats for rendition of common services.
- 1.5 **COMMON PARTS AND PORTIONS** - shall mean all those parts and portions fully and particularly mentioned and described in the **Fourth Schedule** hereunder written) and other facilities and/or amenities whatsoever required for maintenance and/or management of the building/s to be determined by the Vendor/Owner and/or Developer in his/her/its absolute discretion at the time of making over of the possession of the said Flat **including the Roof/ Terrace** but excluding the spaces reserved for car parking which shall remain the exclusive property of the Developer with sole and absolute right to use and to deal with the same (more
- 1.6 **HOLDING ORGANISATION** - will be a Service Company or such Body either a Committee or Syndicate or a Society which may be formed or incorporated by the Developer for maintenance of the common parts and the rendition of common

services with such rules and regulations as shall be framed by the Vendor/Owner.

- 1.7 **DEVELOPER** - shall mean _____ and its successor and/or successors in interest and assigns.
- 1.8 **VENDOR/OWNER** - shall mean _____ and his respective heirs legal representatives administrators executors and assigns.
- 1.9 **CONFIRMING PARTIES** shall mean _____ and their respective heirs legal representatives administrators executors and assigns.
- 1.10 **PREMISES** - shall mean ALL THAT the **Premises No.** _____ (more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written).
- 1.11 **PURCHASER** - shall mean the said _____ and his/her heirs legal representatives executors administrators and assigns.
- 1.12 **RESTRICTIONS/HOUSE RULES** - shall mean various restrictions regarding the user/holder of the said Flat as hereinafter stated.
- 1.13 **SINKING FUND / DEVELOPMENT FUND** - shall mean the fund to be paid and/or contributed by each flat owner including the Purchaser herein towards sinking/reserve fund which amount alongwith accumulated interest herein shall be held by the Developer on account of Capital Expenses and upon formation of a Society/ Association/Service Company the said amount on account of the Sinking Fund shall be transferred to such Association/Society/ Service Company.
- 1.14 **SAID FLAT** - shall mean ALL THAT **Flat No. **** containing by admeasurement an area of **\$\$\$\$ sq.ft.** of built-up area (more or less) situated on the **&&&&& Floor** of the said building/s constructed on the said premises TOGETHER WITH **### covered car parking space** in the ground floor / basement level (more fully and particularly mentioned and described in the **Third Schedule** hereunder written) TOGETHER WITH the undivided, impartible, proportionate ____ share or interest in the land comprised in the said premises and attributable and/or allocable to the said Flat and also TOGETHER WITH the proportionate share or interest in the common parts and portions capable of being used and enjoyed independently.
- 1.15 **SERVICE CHARGES** - shall mean the service/maintenance charges for the common parts and facilities as may be incurred by the Seller and/or the Service Company/ Holding Organisation for providing services making such provisions or recurring expenses in respect of future provisions of the services as the Developer/Service Company/Holding Organization/Society may in its absolute discretion consider fit and proper. The proportionate amount agreed to be paid by the Purchaser on account of the service and maintenance charges shall be determined by the Developer and upon formation of Holding Organization/Service Company in its absolute discretion.
- 1.16 **UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE IN THE LAND** - shall mean the undivided impartible indivisible proportionate ____ share in the land comprised in the said premises described in the **Second Schedule** hereto and attributable and/or appurtenant to the said Flat and inter alia agreed to be sold to the Purchaser herein which shall always be impartible and shall be proportionate to the built-up area of the said Flat but shall expressly exclude the open spaces reserved for car parking and any open space rear lawn transferred to any other purchaser of the other flats or reserved as appurtenant for a particular Flat.
- 1.17 **SINGULAR NUMBER** - shall include plural number as well.
- 1.18 **MASCULINE GENDER** - shall include feminine and neutral genders as well.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)

ALL THOSE constructions building and structures together with ALL THAT the piece or parcel of revenue free land containing by admeasurement an area of 27 Cottahs 0 Chittacks 44 sq.ft. (be the same a little more or less) formed out of and being the portion of former Municipal Premises No. _____ within Police Station - _____ and within the limits of The Kolkata Municipal Corporation and butted and bounded as follows, that is to say :-

ON THE NORTH -

ON THE EAST -

ON THE SOUTH -

ON THE WEST -

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT)

ALL THAT undivided proportionate ____ share or interest in the land comprised in the said premises and attributable and/or allocable to the said **Flat No. **** containing by admeasurement an area of **\$\$\$\$ sq.ft.** of super built-up area (more or less) situated on the **&&&&& floor** of the building at the said premises together with **### covered car parking space** in the ground floor / basement level of the said building therein.

THE FOURTH SCHEDULE ABOVE REFERRED TO

1. Staircase on all the floors lobbies corridors.
2. Staircase landings and lift landings on all floors.
3. Lift well.
4. Lift plant installation.
5. Lift room.
6. Common passage and lobby on the ground floor excepting car parking areas and other open and covered spaces.
7. Tubewell water pump overhead water tank underground water reservoir water pipes and other common plumbing installation.
8. Electrical wiring meters and fittings in the common areas.
9. Drainage and sewerage.
10. Fire Fighting equipment.
11. Passage pathways driveways and entrance.
12. The front portion of the roof ground floor service areas electrical rooms car parking spaces (if any allotted) and such open spaces which shall be the property of the Developer who may use or permit to be used for car parking and all other open and covered spaces at the said premises the Developer shall have absolute right to deal with or dispose of the same to any other persons interest which the Purchaser herein hereby consents to the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(Easements, Rights and Privileges granted to the Purchaser)

1. The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the said Flat or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto.
2. The right of access and passage in common with the Vendor/Owner, Developer and other co-occupiers of the aforesaid Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tubewell, lifts and electrical installations and all other common areas installations and facilities in the New Building and in the said premises.
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 Flat with or without vehicles over and along the driveways and pathways comprised in the said premises PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials, rubbish or otherwise the free passage of or other person or persons including the Vendor/Owner, Developer and/or the Association along such driveway and pathways as aforesaid.
4. The right of support shelter and protection of the said Flat by or from all parts of the New Building so far they now support, shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the said Flat through pipes drains wires and conduits lying or being in under through or over the New Building and the said premises so far as may be reasonably necessary for the beneficial occupation of the said Flat and 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 parts of the New Building and the said 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 parts of the said Flat 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 24 hours previous notice in writing of its intention so to enter to the owners and occupiers of the other flats and portions of the Building.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(The undermentioned rights, easements and quasi-easements, privileges and appurtenances reserved for the Vendor/Owner, Developer and the Association)

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the said premises as aforesaid for the use of the common parts of the new building including its installations, staircases, open spaces in the ground floor, covered spaces, electric installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity, water and soil from and to any part (other than the said Flat) of the other part or parts of the new building through or over the said Flat so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the new building for all purposes whatsoever.
3. The right of protection for other portion or portions of the new building by all parts of the said Flat as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the said Flat or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the new building.
4. The right by the Vendor/Owner, Developer and/or Association and/or occupier or occupiers of other part or parts of the new building for the purpose of ingress and egress to and from such other part or parts of the new building the front entrance staircase electrical installation open and covered space and other common passages or paths of the new building.
5. The right of the Vendor/Owner, Developer and/or Association with or without workmen and necessary materials to enter from time to time upon the said Flat for the purpose of repairing so far as may be necessary such pipes drains wires and conduits as aforesaid PROVIDED ALWAYS the Vendor/Owner, Developer and other person or persons shall give to the Purchasers 24 hours prior notice in writing of their intention of such entry as aforesaid.

THE &&&& SCHEDULE ABOVE REFERRED TO
(RESTRICTIONS / HOUSE RULES)

1. No name writing drawing sign-board plate or placard of any kind shall be put on in any window on the exterior of the said Flat so as to be visible from outside the said Flat.
2. No clothes or other articles shall be hung or exposed outside the said Flat nor shall there be any exhibition of ugly or objectionable articles that might be visible from outside. No such animal which may cause annoyance to any owner/occupier of the other flats in the new building shall be kept in the said Flat.
- 3(a) To co-operate with the other co-purchasers and the Vendor/Owner, Developer and/or Association in the management and maintenance of the new building.
- (b) To observe the rules framed from time to time by the Developer and/or Association upon formation.
- (c) To use the said Flat for residential purposes and for no other purpose whatsoever without the consent in writing of the Developer.
- (d) To allow the Developer upon 48 hours previous notice in writing with or without workmen to enter into the said Flat for the purpose of maintenance and repairs.
- (e) To pay and bear proportionate share of the common expenses and other outgoings and expenses for the building and premises from the date of possession and also the rates and taxes proportionately for the buildings and/or common parts/areas and wholly for the said Flat from the date of handing over the possession and/or to make deposits on account thereof in the manner mentioned hereunder to the Developer and/or Association upon formation. Such amount shall be deemed to be due and payable on and from the date of physical possession of the said Flat has been taken by the Purchaser. The said amounts shall be paid by the Purchaser without raising any objections thereto regularly and punctually within 72 hours of the Developer / Association demanding the same and by the said Association upon formation.
- (f) To deposit the amounts reasonably required by the Developer and/or the said Association towards the liability for the rates and taxes and other outgoings.
- (g) To pay the charges for electricity in or relating to the said Flat wholly and proportionately relating to common parts.
- (h) Not to sub-divide the said Flat and/or the parking space (if allotted to the Purchasers) or any portion thereof.
- (i) To maintain or remain responsible for the structural stability of the said Flat and not to do anything which has the effect of affecting the structural stability of the building.
- (j) Not to throw dirt rubbish or other refuse or permit the same to be thrown or accumulated in the said Flat or in the compound or any portion of the new building except in the space for garbage to be earmarked on the ground floor of the new building.
- (k) Not to store or bring and allow to be stored and brought into the said Flat any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows doors floors etc. in any manner.
- (l) Not to hang or attach to the beam or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
- (m) Not to fix or install air-conditioners in the said Flat save and except at the places which have been specified in the said Flat for such installation.
- (n) Not to do or cause any thing to be done in or around the said Flat which may cause or tend to cause or tantamount to cause or effect any damage to any flooring ceiling of the said Flat or adjacent to the said Flat.
- (o) Not to damage or demolish or cause to be damaged or demolished the said Flat or any part thereof or the fittings affixed thereto.

- (p) Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of verandahs lounges or any external walls or the fences of external doors and windows including grills of the said Flat which in the opinion of the Developer differ from the colour scheme of the building or which in the opinion of the Developer may affect the elevation in respect of the exterior walls of the said building.
 - (q) Not to install grills the design of which have not been suggested and approved by the Architect.
 - (r) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
 - (s) Not to make in the said Flat any structural additions and/or alterations such as beams columns partition walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and with the sanction of The Kolkata Municipal Corporation and/or any concerned authority as and when required.
 - (t) The Purchaser shall not fix or install an antenna on the front portion of the roof or 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 Developer to the Purchaser and also to the other owners of other flats in the said building at the said premises at the cost of the Purchaser.
 - (u) Not to use the said Flat 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 nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighbouring premises or for any illegal or immoral purpose or as a boarding house club-house nursing home amusement or entertainment centre eating or catering place dispensary or a meeting place or for any commercial industrial activities whatsoever.
 - (v) Not to hang or put any clothes in or upon the windows, balconies and other portions which may be exposed in a manner or be visible to the outsiders.
 - (w) To abide by such building rules and regulations as may be made applicable by the Vendor/Owner, Developer and/or Association.
- 4.1 The Association upon formation and/or the Developer shall manage and maintain the said building and the common parts thereof.
- 4.2 It is further agreed and declared by and between the parties hereto that the Developer shall be entitled to construct erect and make alterations in the said building, particularly ground floor of the said building at the said premises, without any interference or obstruction from the Purchaser or any person or persons claiming through them and the Purchaser hereby consents to the same. The Developer shall be further entitled to use the flats/constructed space(s) at the ground floor of the said building for any commercial activities whatsoever subject to necessary permission and/or approval from the concerned authorities viz. Commercial Office, Showroom, Clinic Polyclinic, Diagnostic Centre, Medical Store, Dispensary, Guest House, Day Care Centre with night stay Boarding, House Club, House or any other lawful purposes and the Developer shall be further entitled to sell transfer assign let out grant lease and/or in any way deal with the said flats/constructed spaces at ground floor of the said buildings and the Purchaser shall not raise any objection whatsoever and the Purchaser hereby consents to the same and the Developer shall be entitled to display/affix sign board/name plate for its commercial activities.

(PART II - RESTRICTIONS FOR CAR PARKING)

- a) The said parking space, if any, shall be used only for the purpose of parking of ### medium size car the size not exceeding that of the Indian made Car.
- b) That the Purchaser shall not permit anybody to reside in the said parking space or use the same for any purposes other than parking of car.
- c) That the Purchaser shall not park nor shall permit anybody to park the car in the said parking space in a manner which may obstruct the movement of other cars.
- d) Not to wash any car or vehicle in or upon the said parking space.

- e) In the event of the Purchaser washing his/her car or permitting anybody to wash the same in the said parking space then and in that event it will be obligatory on the part of the Purchaser to clean upon the entire space.
- f) The Purchaser shall not be entitled to cover up and/or make any construction of whatsoever nature on the said parking space.
- g) Not to store nor permit anybody to store any articles or things into or upon the said parking space.
- h) To regularly and punctually make payment of the proportionate share of the maintenance charges payable in respect of the said parking space along with the maintenance charges payable in respect of the said Flat.
- i) Not to let-out, grant, lease, sell or transfer or deal with or in any way encumber or charge or part with the possession of the said parking space independently of the said Flat.
- j) To abide by all the rules and regulations as may be made applicable for the use of the parking space from time to time.

THE EIGHTH SCHEDULE ABOVE REFERRED TO
(MAINTENANCE EXPENSES / COMMON EXPENSES)

1. Costs of maintenance operations repairs replacement services and white-washing painting rebuilding reconstructing decorating re-decorating of all common areas/parts its fixtures fittings electrical wiring and equipment in under or upon the building enjoyed or used in common by the occupiers of the building.
2. The salaries and other expenses incurred for any payable to any person employed for common purposes including security electrician maintenance plumber administration of the building accountant clerks gardeners sweepers liftmen etc.
3. Insurance premium for insuring the building and every part thereof with a reinstatement clause against earthquake damage fire lighting mob violence civil commotion etc.
4. Expenses for supplies of electricity water charges etc. for common utilities payable to any concerned authorities and/or organization and payment of all charges incidental thereto.
5. Contributions for sinking fund and other like funds.
6. Municipal and other rates taxes and levies and all other outgoings save those which would be separately assessed and/or incurred in respect of any unit or portion of the building or the premises.
7. Establishment charges of the Association or Holding Organisation or the Co-operative Society or Private Limited Company or Service Company relating to common purposes.
8. All such other expenses and outgoings as are deemed by the Developer / Association upon formation to be necessary for or incidental thereto.
9. Electricity expenses for lighting all the common parts outer walls of the building parking spaces and for operation of all the common areas.
10. Operational costs of the Central Antenna and other common facilities as may be provided for to all the flat owners of the building.
11. Operational cost maintenance replacement of the lift.
12. Capital expenses and costs for replacement of any common equipment or facilities.

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

SIGNED AND DELIVERED by the
VENDOR/OWNER at Kolkata in the presence of :

SIGNED AND DELIVERED by the
CONFIRMING PARTIES at Kolkata in the presence of:-

SIGNED AND DELIVERED By the
DEVELOPER at Kolkata in the presence of :

SIGNED 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.