

**THIS INDENTURE OF CONVEYANCE** made this \_\_\_\_ day of \_\_\_\_\_ **2004** BETWEEN \_\_\_\_\_ presently residing at \_\_\_\_\_ hereinafter collectively called **THE VENDORS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and/or assigns) of the **First Part**

\_\_\_\_\_ 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/or assigns) of the **Second Part**

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

**WHEREAS:**

A. History

- \* Thus the said \_\_\_\_\_ (hereinafter referred to as '**the Owner(s)**') became absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said **Premises No.** \_\_\_\_\_ free from all encumbrances, charges, liens, lispensens, trusts, whatsoever or howsoever.
- \* By an Agreement for Development dated \_\_\_\_\_ entered into between the said Owners and the Developer, the said Owners granted the exclusive right of development in respect of the said premises unto and in favour of the Developer herein for the consideration and on the terms and conditions more fully recorded in the said agreement (hereinafter referred to as the said **Development Agreement**).
- \* The said Owners caused a map or plan to be sanctioned by The Kolkata Municipal Corporation being **BS No.** \_\_\_\_\_ **dated** \_\_\_\_\_ for construction of a new building at the said premises comprising of several units/flats capable of being enjoyed and transferred independently of each other.
- \* In pursuance to the said Development Agreement, the Developer commenced construction of the new building in accordance with the said land and the respective allocations of the Owners and the Developer were earmarked and identified.
- \* For the purpose of dealing with the Developer's Allocation, and/or sale and transfer thereof, with the intent and object that the intending purchaser(s) shall be entitled to hold such units/flats and/or constructed portions on ownership basis, the Developer formulated the following scheme :-
  - i. Any person desirous of owning or holding any particular unit/flat in the said new building shall enter into an agreement with the Developer, whereby the Developer shall nominate such intending purchaser(s) for the purpose of acquiring the impartible, undivided, proportionate share in the land, comprised in the said premises, attributable to the particular unit/flat intended to be ultimately owned by the intending purchaser(s) (hereinafter called the **undivided share**) for such consideration and on such terms and conditions as shall be mutually agreed upon between the Developer and the intending purchaser(s) and the Developer as the common Contractor shall undertake the construction, erection and completion of a particular unit/flat together with the proportionate share in the common portions and facilities and together with car parking space(s) in the ground floor of the said building (hereinafter called the **said Unit**) for and on behalf of and on account of the intending purchaser(s) for such consideration (hereinafter called the **construction cost**) and on such terms and conditions as shall be mutually agreed upon between the Developer and the intending purchaser(s).
  - ii. Subject to the intending purchaser(s) regularly and punctually making payment of the amounts agreed to be paid under such agreement, it shall be the obligation of the Developer to cause the Deed of Conveyance to be executed directly by the Owners in respect of the said undivided share in favour of the intending purchaser(s).
- \* In pursuance of the said scheme the Purchasers herein by an agreement dated \_\_\_\_\_ entered into with the Developer herein agreed to purchase and acquire ALL THAT undivided variable, impartible, proportionate share in the land beneath the building constructed at the said premises (hereinafter referred to as the UNDIVIDED SHARE and attributable to **Unit No. \*\*** on the **&&&&& floor** containing by admeasurement an area of **\$\$\$\$ sq.ft.** (more or less) of super built-up area together with **### covered car parking space(s)** in the ground floor of the said **Premises No.** \_\_\_\_\_ (more fully and particularly described in the **Second Schedule** hereunder written and hereinafter referred to as the **said Unit**) TOGETHER WITH the proportionate share in the common parts, portions and facilities (more fully and particularly described in the **Third Schedule** hereunder written) at and for a consideration of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)** (hereinafter called the '**sale price**') and by the same agreement the Purchasers have agreed to get the said Unit and common parts, portions constructed and completed through the Developer for a separate consideration (hereinafter called the '**construction cost**') and on the terms and conditions more fully recorded in the said agreement.
- \* By virtue of the said agreement, the said Unit has been constructed, erected and completed for and on behalf of and on account of the Purchasers herein by the said Developer and the entirety of the construction costs, having already been paid by the Purchasers to the Developer, the right in respect of the said Unit has vested and continues to remain vested in the Purchasers.
- \* The Purchasers have made full payment of the sale price and the construction costs to the Developer, agreed to be paid under the said agreement and has already been put in possession of the said Unit.

- \* Inasmuch as the property in the said Unit having remained vested in the Purchasers, the Purchasers have now requested the Vendor(s) and the Developer to execute the deed of conveyance in respect of the undivided proportionate share in the land, comprised in the said premises and attributable to the said Unit for beneficial enjoyment of the said Unit in terms of the said agreement in favour of the Purchasers.
- \* The Vendor(s) and the Developer have no right title, interest, claim and demand whatsoever or howsoever into or upon the said Unit and in any event the Vendor(s) and the Developer do and each of them doth hereby release, relinquish, disclaim, transfer and assign all their respective title interest claim or demand whatsoever or howsoever over and in respect of the said Unit unto and in favour of the Purchasers herein.
- \* The Vendor(s) being entitled to an undivided \_\_\_\_ share into or upon the entirety of the said premises agree to execute the deed of conveyance in respect of the undivided proportionate share in the land comprised in the said premises and attributable to the said Unit to the extent of the undivided \_\_\_\_ share in favour of the Purchasers herein.

**NOW THIS INDENTURE WITNESSETH** as follows:

1. In pursuance of the said Sale Agreement dated \_\_\_\_\_, and in consideration of the said sum of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)** for acquiring the said undivided, proportionate, impartible share in land underneath the said building and comprised in the said premises, and attributable to the said Unit paid by the Purchasers to the Vendor(s) through the Developer, in terms of the Development Agreement (the receipt whereof the Vendor(s) doth hereby as also by the receipt hereunder written admits and acknowledges and of and from the same and every part thereof, the said Vendor(s) and the Developer do hereby forever acquit, release and discharge the said Purchasers and the said undivided, impartible, proportionate share or interest in the land comprised in the said premises and attributable to the said Unit hereby intended to be sold transferred and conveyed) the said Vendor(s) doth hereby grants conveys transfers assigns and assures and the said Developer doth hereby confirms disclaims and disowns its respective rights UNTO AND IN FAVOUR OF THE SAID PURCHASERS ALL THAT the undivided \_\_\_\_ share or the entirety of the Vendor(s) right, title, interest into or upon ALL THAT undivided, impartible, proportionate share or interest in the and underneath the building comprised in the said premises (more fully described in the **First Schedule** hereunder written and hereinbefore and hereinafter referred to as the said undivided share) and attributable and/or allocable to the said Unit more fully described in the **Second Schedule** hereunder written and the said Developer doth hereby grants, transfers, releases and assures and the said Vendor(s) doth hereby transfers, confirms, releases disclaims and disown all rights UNTO AND IN FAVOUR OF THE SAID PURCHASERS in respect of ALL THAT the said Unit hereinbefore and hereinafter called the SAID UNIT unto and in favour of the Purchasers herein TOGETHER WITH sewers, drains, water courses, passages, rights, lights, liberties, privileges, easements, appendages whatsoever thereto belonging or in any way appertaining thereto or with the same or any part thereof usually held, used, enjoyed or accepted or reputed or known to be a part or parcel or member or members thereof or appurtenant thereto and all the estate right title interest property claim and demand whatsoever or howsoever of the Vendor(s) and the Developer into or upon or in respect of the said undivided share and the said Unit and the reversion or reversions remainder or remainders and rents issues and profits thereof TO HAVE AND TO HOLD the said undivided proportionate share in the land and the said Unit and every part thereof and all other properties and rights hereby sold, granted, conveyed, transferred, assigned and assured or expressed intended so to be unto and in favour of the Purchasers herein absolutely and forever free from all encumbrances, charges, liens, lispens and attachments of whatsoever or howsoever nature TOGETHER WITH the right of use of the common areas, portions and common parts comprised in the said building/block and also the right of free ingress to and egress out from the said Unit SUBJECT HOWEVER to the Purchasers making payment of the proportionate share of maintenance and other charges and expenses to be paid by the Purchasers in respect of the maintenance and management of the common services (more fully and particularly mentioned and described in the **Fourth Schedule** hereunder written) SUBJECT NEVERTHELESS to the Purchasers' covenants and observance fulfillment and performance of all the restrictions terms and conditions covenants and obligations herein stated AND TOGETHER WITH all the easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said undivided share and the said Unit belonging to the Purchasers (more fully and particularly described and mentioned in the **Fifth Schedule** hereunder written) EXCEPTING AND RESERVING unto the Vendor(s) / Developer and all the other persons deriving title under the Vendor(s) / Developer all the easements or quasi-easements and other rights and privileges (more fully and particularly mentioned and described in the **Sixth Schedule** hereunder written) BUT OTHERWISE free from all encumbrances and charge and as transferable estate of inheritance absolutely and forever according to the nature of the said undivided share in the said Unit.

2. **THE VENDOR DOTH HEREBY COVENANTS WITH THE PURCHASERS** as follow:

- a) That notwithstanding any act deed matter or thing by the Vendor(s) done or executed or knowingly suffered in the contrary, the Vendor(s) is/are now lawfully, rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said premises and every part or portion thereof and also entitled to the said undivided share hereby granted sold conveyed transferred assigned and assured unto and to the use of the Purchasers herein in the manner as aforesaid for a perfect and indefeasible and transferable estate of inheritance without any manner or condition or other things whatsoever or howsoever to alter defeat encumber or make void the same.
- b) AND notwithstanding any act deed or thing whatsoever or howsoever done as aforesaid the Vendor(s) has now full right power and absolute authority to grant sell convey transfer assign and assure the said undivided share and all other benefits and rights hereby granted sold conveyed transferred assigned and assured unto and to the use of the Purchasers herein in the manner as aforesaid according to the true intent and meaning of these presents.
- c) AND THAT the Purchasers shall and may from time to time and at all material times hereafter peaceably and quietly hold possess use and enjoy the said undivided share and all other benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and receive all the rents issues and profits thereof without any lawful hindrance eviction interruption disturbance claim and demand whatsoever or howsoever from or by the Vendor(s) or any person or persons having lawfully or equitably claiming from under or in trust for the Vendor(s).
- d) AND THAT the said undivided share and all other rights and benefits hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and each and every part thereof are now free from all claims demands encumbrances liens lispendens attachments uses debutters or trusts made treated or suffered by the Vendor(s) or any person or persons having or lawfully claiming state or interest therein from under or in trust for the Vendor(s).
- e) AND THAT the Vendor(s) shall indemnify and keep the Purchasers fully discharged saved harmless and kept indemnified against encumbrances, liens, attachments, lispendens, uses, debutters, trusts, claims and demands whatsoever or howsoever created, suffered, occasioned or made by the Vendor(s) or any person or persons lawfully or equitably or rightfully claiming as aforesaid from the Vendor(s).
- f) AND FURTHER THAT the Vendor(s) and all persons having or lawfully or rightfully claiming any estate or interest in the said undivided share or any part thereof from under or in trust for the Vendor(s) shall and will from time to time and at all material times hereafter at the like request and at the cost of the Purchasers make, do and execute or cause to be done, made and executed all such further and lawful acts, deeds, matters and things whatsoever for further better and more perfectly assuring the said undivided share and all other benefits and rights and every part thereof hereby granted, sold, conveyed, transferred, assigned and assured unto and to the use of the Purchasers herein in the manner as aforesaid as shall or may be reasonably required by the Purchasers.
- g) AND ALSO THAT the Vendor(s) has not at any time done or executed or knowingly suffered or been a party to any act deed matter or thing whereby and whereunder the said undivided share and all other equities benefits and rights hereby granted sold conveyed transferred assigned and assure or expressed or intended so to be and every part thereof can or may be impeached encumbered or affected in title.
- h) AND ALSO THAT the Vendor(s) shall unless prevented by fire or some other irresistible force or accident from time to time and at all material times hereafter upon every reasonable request and at the costs of the Purchasers make do produce or cause to be made executed and produced to the Purchasers or the Purchasers' Attornies or Agents at or before or in any Court of Law Tribunal Board of Authority or otherwise as the occasion shall require all the deeds, pattahs, muniments, documents, writings and evidences of title exclusively relating to the said premises in the custody control and power of the Vendor(s) and shall also at the like request and cost of the Purchasers deliver to the Purchasers or the Purchasers' successors in title such attested or other true copies or extracts from the said deeds pattahs muniments documents writings and evidences of title or any of them as the Purchasers shall and may require and the Vendor(s) shall in the meantime unless prevented as aforesaid keep the said deeds pattahs muniments documents writings and evidences of title safe unobliterated and uncanceled.
- i) AND THAT the Vendor(s) shall and will from time to time and at all material times hereafter sign and execute any application form for mutation of the names of the Purchasers in the records of The Kolkata Municipal Corporation and/or other authority or authorities as the occasion shall require.

3. **THE PURCHASERS DO TH HEREBY COVENANT WITH THE VENDOR AND DEVELOPER** as follows :-
- a) The Purchasers and all other person or persons deriving title from under and in trust for the Vendor(s) shall at all material times hereafter observe and perform the restrictions more fully and particularly mentioned elsewhere in these presents.
  - b) The Purchasers shall at all material times hereafter regularly and punctually make payment of all the corporation rates and taxes and proportionately the other statutory taxes cesses and impositions and expenses attributable to and/or relating to the said undivided share and/or the said Unit relating to the maintenance of the said premises in which the said Unit is situated on the said premises from the date the Purchasers have taken possession of the said Unit.
4. **FROM THE DATE OF TAKING POSSESSION OF THE SAID UNIT THE PURCHASERS AGREE AND COVENANT** as follows :
- a) To co-operate with the Vendor(s) and Developer in the management and maintenance of the said building.
  - b) To observe the rules framed from time to time by the Vendor(s) and/or the Developer and upon formation of the Association for the maintenance of the said building to observe and perform the rules framed by the said Association for quiet and peaceful enjoyment of the said Unit along with the respective holders of the respective units and portions in the said building.
  - c) To allow the Developer (or the Management Association / Society / Company as the case may be) with or without workmen to enter into the said Unit for the purpose of maintenance and repairs and also to view the state and condition of the said Unit and to leave and serve notice on the Purchasers.
  - d) To pay and bear the common expenses and other outgoings since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **Fourth Schedule** hereunder written proportionately for the building and/or common parts/areas and wholly for the said residential Unit and/or to make deposits of all amounts therefor in the manner mentioned hereunder to or with the Developer or with Association or Co-operative Society or Private Limited Company as the case may be upon formation thereof. Such amount shall be deemed to be due and payable on and from the date of possession whether physical possession of the said Unit has been taken or not by the Purchasers.
  - e) To deposit the amounts reasonably required with the Developer or with the Association or Co-operative Society or Private Limited Co. as the case may be upon formation thereof towards the liability for the rates taxes and other outgoings.
  - f) To pay costs for consumption of electricity and other utilities consumed in or relating to the said residential Unit and proportionately in relation to the common parts.
  - g) No to partition the said Unit and/or parking space(s) or any portion thereof.
  - h) No to do any act, deed or thing to obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding the Purchasers' actual possession and enjoyment of the said residential Unit.
  - i) Not to throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said residential Unit or in the compound or any portion of the building except the garbage disposal at the space(s) provided on the ground floor of the said building.
  - j) No 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(s) passage or amenities available for common use.
  - k) No 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) No 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(s)/Developer 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) No 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 Vendor(s)/Developer and with the sanction of The Kolkata Municipal Corporation and/or any concerned authority.
- o) The Purchasers shall not fix or install any antenna on the roof/terrace of the said building nor shall fix any window antenna excepting that the Purchasers shall be entitled to avail of the Central Antenna facilities to be provided by the Developer to the Purchasers 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 Developer.
- p) No 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 centre 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(s) 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(s).
- q) Not to use the allotted car parking space(s) or permit the same to be used for any purpose whatsoever other than parking of car and not to permit the same to be used by anybody excepting with the consent in writing of the Vendor(s) / Developer 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(s) and shall use the pathway as would be done by the holders of other units or as would be decided by the Vendor(s)/Developer.
- s) No 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(s) / Developer.

5. **IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR AND THE PURCHASERS** as follows:

- a) That the right of the Purchasers herein shall always remain restricted only to the said Unit described in the **Second Schedule** hereunder written and the undivided proportionate share or interest in the land comprised in the said premises described in the **First Schedule** hereunder written and the Purchasers shall not claim any right title interest and claim in the other parts or portions of the said premises and the other constructions at the said premises including the roof/ terrace other car parking spaces and any other open and/or covered spaces of the said building and/or any other buildings that may be constructed in future except the common areas and facilities and benefits of all the covenants and easements appertaining to the said Unit and the said undivided proportionate share or interest in the land comprised in the said premises.
- b) The Vendor(s)/Developer shall always have the sole and exclusive right over and in respect of the roof/terrace of the building constructed at the said premises and the Vendor(s)/Developer shall be entitled to lawfully make further or additional constructions on the roof/terrace and can sell transfer convey and/or in any other way dispose off the same to such person or persons on such terms and conditions as the Developer in its absolute discretion may deem fit and proper and the Purchasers hereby consent to such construction being made by the Vendor(s)/Developer on the roof and the terrace.

6. **IT IS HEREBY FURTHER AGREED AND DECLARED BETWEEN THE PARTIES HERETO** as follows :

- a) That every internal wall separating the Unit from an adjoining Unit shall be partly wall served medially.
- b) The Purchasers hereby agree and undertake to be members of the Association/ Society of all the unit owners in the building and all car parking spaces owners of the entire complete to be formed by the Vendor(s) and/or Developer and/or the Owners of all units and car parking spaces and saleable spaces and also from time to time always sign and execute the application form and papers for and in respect of the formation incorporation registration and continuance etc. of membership of Association/Society including the bye-laws thereof and fill in sign and return the same to the Vendor(s)/Developer without any further delay.
- c) The Purchasers agree to execute and make over from time to time all papers and documents and to do all other acts deeds and things in such a way as to safeguard the interest of the Vendor/s and the Developer and also the other purchasers and/or owners and/or holders and/or occupiers of the other units and car parking spaces in the said building blocks.
- d) The Purchasers hereby authorise empower and constitute the Vendor(s) and all such persons as the Vendor(s) will from time to time nominate for doing and executing all such acts matters deeds things and documents as are herein mentioned, or as shall be necessary in the interest and for the benefit of the said Unit and/or complex, or any of the other units and car parking spaces and other owners and/or occupiers and/or holders in the said building.
- e) If and when the said units and car parking spaces and other spaces shall be separately assessed then the respective owners of the respective units and car parking spaces shall bear and pay the taxes levies and outgoing in connection with their respective units regularly and punctually to the association of the said building.

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

**ALL THAT** the piece and parcel of land containing by admeasurement an area of \_\_\_ bighas \_\_\_ cottahs \_\_\_ chittacks \_\_\_ sq.ft. (more or less) together with all structures and/or building and/or construction thereon situate lying at and being Premises No. \_\_\_\_\_, butted and bounded as follows :-

**NORTH** - By  
**SOUTH** - By  
**EAST** - By  
**WEST** - By

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE UNIT)**

**ALL THAT** the **Unit No. \*\*** containing by admeasurement an area of **\$\$\$\$ sq.ft.** of super built-up area (more or less) 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.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(COMMON PARTS & PORTIONS)**

1. The foundations, columns, beams, supports, corridors, lobbies, lift/s stairs, stairways, landings and entrances.
2. Drains and sewers from the premises to the municipal duct.
3. Water sewers and drainage evacuation pipes from the Unit to drains and sewers common to the premises.
4. Toilets and bathrooms in the ground floor of the premises for use of durwans of the premises and/or servants.
5. The durwan's quarters with electrical wiring.
6. Boundary walls of the premises including outer side of the walls of the said building and main gates.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(COSTS & EXPENSES)**

1. All costs of maintenance, operations, repairs, replacements, services and white washing, painting, rebuilding, reconstructing, decorating, redecorating of all the common areas/parts. The fixtures, fittings, electrical wiring and equipments in under or upon the building enjoyed by or used in common by the occupiers of the building.
2. The salaries and other expenses incurred for and 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 said building and every part thereof against earthquake damage by fire lightning mob violation civil commotion etc. if insured.
4. Expenses for supplying common utilities including electricity, water charges etc. payable to the concerned authorities and/or organisation and payment of all charges including incidental charges thereto.
5. Municipal and all other taxes and levies and all other outgoings save those which could be separately assessed or incurred in respect of any unit or portion of land.
6. Costs of establishment and operational charges of the Developer of the Association or the Co-operative Society or Private Limited Company relating to common expenses.
7. All such other expenses and outgoings as are deemed by the Developer and/or the Association or Co-operative Society or Private Limited Company to be necessary or incidental to for replacement, renovation, painting and/or repainting of the common parts/areas and outer walls of the building.
8. Electricity expenses for lighting all the common areas and other walls of the building parking spaces and/or operation of all the common parts/facilities.
9. Operational cost of the central antenna.
10. Expenses for running and maintaining intercom, water filtration plant and all other common amenities or facilities provided in the complex.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(Easements granted to the Purchasers)**

1. The Purchasers shall be entitled to all rights privileges vertical and lateral supports quasi-easements appendages and appurtenances whatsoever belonging or in any way appertaining to the said premises and the common area of the said building or therewith 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(s)/ Developer and/or other co-purchasers the right, easements, quasi-easements, privileges and appurtenances hereinafter more particularly set forth in the **Sixth Schedule** hereunder written.
2. The right of access in common with the Vendor(s)/Developer and/or other occupiers at the said building at all times and for all normal domestic purposes connected with the enjoyment of the common parts of the said building.
3. The right of way in common as aforesaid into and upon the common passages driveways and entrances at all times and for all purposes connected with the reasonable use and enjoyment of the said Unit with or without vehicle over and along with driveways and pathways comprised in the said building PROVIDED ALWAYS AND IT IS HEREBY DECLARED that nothing herein contained shall permit the Purchasers or any person deriving title under the Purchasers and/or the Purchasers' servants agents employees and/or invitees to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or person including the Vendor(s)/ Developer entitled to such right of way as aforesaid along with such common passages driveways and entrances as aforesaid.
4. The right of protection of the said Unit by and from all other parts of the said building so far as they now protect the same.
5. The right of flow in common as aforesaid of electricity and water from and/or to the said Unit through pipes wires and conduits lying at or being in under or over the other parts of the said building and the premises so far as may be reasonably necessary for the beneficial use occupation and enjoyment of the said Unit.

6. The right of the Purchasers with or without workmen and necessary materials to enter from time to time upon the other parts of the said building for the purpose of rebuilding, repairing, replacing or cleaning so far as may be necessary each pipe wire and conduit aforesaid and also for the purpose of rebuilding repairing replacing or cleaning any part or parts of the said building and the common parts in so far as such rebuilding, repairing, replacing or cleaning as aforesaid cannot be reasonably carried out without such entrance and in all such cases excepting the emergent situation upon giving 48 (forty eight) hours previous notice in writing of the Purchasers' intention to enter to the Developer or to the co-owner affected thereby.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(Easements reserved for the Vendor(s) / Developer) the under mentioned rights, easements, quasi-easements and privileges appertaining to the said premises shall be excepted and reserved for the Vendor(s)/Developer and other co-purchasers and/or occupiers of the other part or parts of the said premises).**

1. The right in common with the Purchasers 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 and facilities.
2. The right of flow in common with the Purchasers and other person or persons as aforesaid of electricity and water from and to any part (other than the said Unit) or the other part or parts of the said building through pipes, wires and conduits lying or being in, under, through or over the said Unit as far as may be reasonably necessary for the beneficial use occupation and enjoyment of the other part or parts of the said premises.
3. The right of protection of other part or parts of the said building by all parts of the said Unit as the same can or does normally protect.
4. The right as would otherwise become vested in the Purchasers by means of any of the structural alterations or otherwise in any manner to lessen or diminish the normal enjoyment by other part or parts of the said premises.
5. The right with or without workmen and necessary materials to enter from time to time upon the said Unit for the purpose of rebuilding repairing replacing or cleaning so far as may be necessary such pipes wires and conduits as aforesaid PROVIDED ALWAYS and save in case of emergency the Vendor(s)/Developer and occupiers of other part or parts of the said building shall give to the Purchasers a prior 48 (forty eight) hours written notice of its or their intention for such entry as aforesaid.

**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  
**OWNER(S)** at Kolkata in the presence of :

Signed and Delivered by the  
**DEVELOPER** at Kolkata in the presence of:

Signed and Delivered by the  
**PURCHASERS** at Kolkata in the presence of :

**MEMO OF CONSIDERATION**

Received from the within mentioned Purchasers the within mentioned sum of **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_ **only**) vide several cheques being the total consideration by adjustment and apportionment out of the amount incurred by the Developer and subsequently realised from the Purchasers in terms of the Development Agreement and Sale Agreement in respect of the said Unit.

**DEVELOPER**

**WITNESSES:**

- 1.
- 2.