

DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE IS MADE ON THIS THEDAY
OFTWO THOUSAND AND TWENTY THREE (2023)**

BETWEEN

1. **SRI PRANKRISHNA SARKAR (PAN DXRPS6543F), (AADHAAR NO. 7263 1939 2221)** son of Late Umesh Chandra Sarkar, alias Umesh Sarkar, by faith Hindu, by Nationality Indian, by occupation Service, residing at Premises No. 29/4A Barwaritala Road, Beliaghata, Kolkata 700 010, Police Station Beliaghata, Post Office Beliaghata
2. **SRI SUJIT SARKAR (PAN ARKPS6544G), (AADHAAR NO. 3353 1544 8398)** son of late Gopal Chandra Sarkar, by faith Hindu, by Nationality Indian, by occupation Business, residing at Premises No. 16/2A, Beliaghata Main Road, presently known as Dr. Suresh Chandra Banerjee Road, Kolkata 700 010, Post Office and Police Station Beliaghata
3. **SRI AMAL KRISHNA SARKAR (PAN KJVPS0629M) (Aadhar No. 804477611992),** son of Late Ashwini Kumar Sarkar, by faith Hindu, by occupation Service, residing at Premises No. 29/4A, Barwaritala Road, Beliaghata, Kolkata 700 010, Police Station Beliaghata, Post Office Beliaghata
4. **SRI SUMIT SARKAR (PAN DDFPS4225A) (Aadhar No. 943615860097),** son of Late Anadi Prasad Sarkar, by faith Hindu, by occupation Service, residing at Premises No. 29/4A, Barwaritala Road, Beliaghata, Kolkata 700 010, Police Station Beliaghata, Post Office Beliaghata
5. **SMT. SRABONI ACHARYA alias SRABANI ACHARYA alias SRABANI SARKAR (PAN EASPS4549J), (AADHAAR NO. 6951 4365 7766)** daughter of Late Anadi Prasad Sarkar, by faith Hindu, by occupation Housewife, residing at Premises No. 12A/H/13, Kalitara Bose Lane, Kolkata 700 010, Police Station Beliaghata, Post Office Beliaghata
6. **SRI KHAGENDRA NATH SARKAR (PAN AKWPS4853K) (Aadhaar No. 405560429355)** son of Late Sashi Mohan Sarkar, by faith Hindu, by occupation Retired, residing at Premises No. 1/1B/28, Ram Krishna Naskar Lane, Kolkata- 700 010, Police Station Beliaghata, Post Office Beliaghata
7. **SRI SUDHIR CHANDRA SARKAR (PAN ALRPS8848L) (Aadhaar No. 303673571821)** son of Late Sashi Mohan Sarkar, by faith Hindu, by occupation Retired, residing at Flat No. 3B, Block 1, Raghunathpur (Dakshinpara) 25 Rajarhat, North 24 Parganas 700 059, Police Station Baguiati, Post Office Raghunathpur,
8. **SRI DILIP KUMAR SARKAR (PAN ALAPS1585P), (Aadhaar No. 921772537700)** son of Late Sashi Mohan Sarkar, by faith Hindu, by occupation Retired, residing at Premises No. 108/1D/1G, Dr. Sursh Chandra Banerjee Road, Kolkata 700 010, Police Station Beliaghata, Post Office Beliaghata.
9. **SMT. NIYATI CHOWDHURI, (PAN AOEPC7826C),** wife of Sri Dilip Chowdhury, daughter of Late Sashi Mohan Sarkar, by faith Hindu, by occupation Housewife, residing at Premises No. 1/66, Azadgarh Colony (Minapara Road), Jadavpur, Kolkata 700 040, Police Station Jadavpur, Post Office Regent Park, hereinafter called the “**OWNERS**”, (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest/office) of the **ONE PART**

A N D

AJMIR TOWER PRIVATE LIMITED, (PAN: AAICA6902G), (CIN NO. U70102WB2010PTC142724), a Private Limited Company incorporated in accordance with the provisions of the Companies Act 1956, having its Registered Office at Premises No. 1C, East Coolia Road, Kolkata 700 010, Post Office Beliaghata, Police Station Beliaghata, previously at the Premises No. B/153/1/H/1, Beliaghata Main Road, Post Office and Police Station-Beliaghata, Kolkata-700 010, represented by one of its Director **SRI RAJU NASKAR, (PAN : ADSPN9015D) (ADHAR No. 6827 1577 2633) (Mobile No. 9831550566)** son of Sri Gobinda Naskar, by Faith-Hindu, by Occupation-Business, by Nationality-Indian, residing at Premises No. 150, Raja Rajendra Lal Mitra Road, Post Office and Police Station-Beliaghata, Kolkata-700 010, hereinafter called and referred to as the **“DEVELOPER”** (which expression shall unless repugnant to the context or otherwise be deemed to mean include its Director or Directors, successor-in-interest, successor in office, legal representatives and/or assigns) of the **OTHER PART**.

A N D

_____, son of _____, by faith Hindu, by Nationality Indian, by occupation _____, residing at _____, hereinafter called and referred to as the **“ALLOTTEES/ PURCHASERS”** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, successors, representatives and assigns) of the **THIRD PART**

WHEREAS :

1. The Owners No. 1, 2, 3 and 4, by way of inheritance and the Owners No. 5, 6, 7, 8 and 9, by way of inheritance and by virtue of several Deeds of Gift, mentioned in detail written below, became the absolute owners, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land area measuring about 4 Cottah 6 Chittack be the same little bit more or less, together with

structure measuring about 550 Square Feet, comprised in Holding No. 66 & 66A, Division 3, Sub Division 15, Dihi Panchannagram, lying and situated at Premises No. 29D, Barwaritala Road, Kolkata 700 010, Police Station Beliaghata, District 24 Parganas South, now within the ambit of Kolkata Municipal Corporation. Under Ward No. 34, under Assessee No. 110340400550, hereinafter referred to as **FIRST LAND**.

Dated	Gift Deed Number
11 th December, 2021	160600340/2022
9 th December, 2021	160600344/2022
11 th December, 2021	160600338/2022
9 th December, 2021	160600417/2022
9 th December, 2021	160600349/2022
11 th December, 2021	160600343/2022
9 th December, 2021	160600346/2022
2 nd May, 2022	160602218/2022
2 nd May, 2022	160602214/2022
6 th June, 2022	160602790/2022
11 th December, 2021	160600415/2022
4 th March, 2022	160601173/2022

2. It is pertinent to mention herein that **First Land** actually measure about 4 Cottah 4 Chittack 5 Square Feet, but the Deed of Gift has been executed on the basis of land area measuring about **ALL THAT** piece and parcel of land area measuring about 4 Cottah 6 Chittack be the same little bit more or less, together with structure measuring about 550 Square Feet, since the Original Title Deed was not traced out primarily and therefore Deed of Gift was executed on the basis of physical measurement of the **FIRST LAND** which is 4 Cottah 6 Chittack.

3. The Owners No. 1, 2, 3 and 4, by way of inheritance and the Owners No. 5, 6, 7, 8 and 9, by way of inheritance and by virtue of several Deeds of Gift, mentioned in detail written below, became the absolute owners, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land area measuring about 5 Cottah be the same little bit more or less, together with structure measuring about 720 Square Feet, comprised in Holding No. 68 & 68B, Division 3, Sub Division 15, Dihi Panchannagram, lying and situated at Premises No. 29/4A, Barwaritala Road, Kolkata 700 010, Police Station Beliaghata, District 24 Parganas South, now within the ambit of Kolkata Municipal Corporation. Under Ward No. 34, hereinafter referred to as the **SECOND LAND**.

Dated	ft Deed Number
11 th December, 2021	160600341/2022
9 th December, 2021	160600345/2022
11 th December, 2021	160600339/2022
9 th December, 2021	160600348/2022
9 th December, 2021	160600350/2022
11 th December, 2021	160600342/2022
9 th December, 2021	160600347/2022
2 nd May, 2022	160602217/2022
2 nd May, 2022	160602214/2022
6 th June, 2022	160602789/2022
11 th December, 2021	160600416/2021
4 th March, 2022	160601176/2022

4. The First Land and Second Land have been mutated in the name of the **Owners** and the First Land and Second Land have been amalgamated and presently the **First Land and Second Land** jointly accumulate and aggregate after amalgamation being **ALL THAT** piece and parcel of land measuring about **9 Cottah 4 Chittack 5 Square Feet**, lying and situated at Premises No. 29D, Barwaritala Road, Kolkata 700 010, Police Station Beliaghata, District 24

Parganas South, now within the ambit of Kolkata Municipal Corporation, under Ward No. 34, hereinafter referred to as the **SAID PROPERTY** morefully and particularly described in the **SCHEDULE A**, written hereunder.

5. By virtue of Development Agreement dated 10th August, 2022, registered at the office of the Additional District Sub Registrar Sealdah, recorded in Book No. I, Being No. 160604132 for the year 2022, the Owners herein appointed the Developer to construct and develop the **SAID PROPERTY**, morefully and particularly described in the **SCHEDULE A**, written hereunder.
6. The said Owners under Development Power of Attorney dated 22nd August, 2022 was registered at the office of the Additional District Sub Registrar Sealdah and recorded in Book No. I, Volume No. 1606-2022, Pages from 132137 to 132167, Being No. 160604173 for the year 2022, empowered the Developer to do all necessary acts and deeds including sanction of building plan in order to develop the **SAID PROPERTY**, morefully and particularly described in the **SCHEDULE A**, written hereunder and to sell, transfer and convey the respective units from the Developer's Allocation.
7. The Promoter has applied for Sanction Plan before the said Kolkata Municipal Corporation and obtained sanction building plan being Permit No. 2023030047 dated 09.10.2023 by payment of necessary fees and charges and started construction by demolishing the existing structure thereon.
8. The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from Kolkata Municipal Corporation (Please insert the name of the concerned competent authority). The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
9. Said Amal Krishna Sarkar died on 18th June, 2023, leaving behind his wife Snehalata Sarkar and his two sons Shamik Sarkar and Suvam Sarkar as his only legal heir and successor, who became entitled to the share as left by Amal Krishna Sarkar since deceased as per the provisions of the Hindu Succession Act, 1956 and became the Co-Sharer with the other Owners. Upon amalgamation the

Owners namely **SRI PRANKRISHNA SARKAR, SRI SUJIT SARKAR, SMT. SNEHALATA SARKAR, SRI SHAMIK SARKAR, SRI SUVAM SARKAR, SRI SUMIT SARKAR, SMT. SRABONI ACHARYA alias SRABANI ACHARYA alias SRABANI SARKAR, SRI KHAGENDRA NATH SARKAR, SRI SUDHIR CHANDRA SARKAR, SRI DILIP KUMAR SARKAR, SMT. NIYATI CHOWDHURI**, herein are the joint owners of the **SAID PROPERTY**, morefully and particularly described in the **SCHEDULE A**, written hereunder.

10. For which a Supplementary Development Power of Attorney has been executed dated 17th July, 2023, at the office of Additional District Sub Registrar Sealdah, recorded in Book No. I, Volume No. 1606-2023, page from 72810 to 72841 being Deed No. 160602705 for the year 2023.
11. In pursuance of the aforesaid Development Agreements dated the said Developer has completed the construction of the **G+4 storied building** in accordance with the sanctioned building plan being No. 2023030047 dated 09.10.2023 and the Said building has been named “**AJMIR ORCHID**”.
- A. The Project has been registered under the Provisions of the Real Estate Regulation Act vide Registration No. _____.
- B. The Developer intends to sell **ALL THAT** the _____ Residential **Flat No.** _____ **on the** _____ **Floor,** _____ **Side,** measuring _____ **Square Feet Carpet Area,** **corresponding to** _____ **Square Feet Super Built area (including Balcony area _____ Square Feet), Marble Flooring** consisting of ____ (____) Bed Rooms, ____ (____) Drawing Cum Dinning Room, ____ (____) Kitchen, ____ (____) Toilets, ____ (____) Balcony, together with proportionate undivided share and interest in land mentioned in the First Schedule whereupon the building named “**AJMIR ORCHID**” is erected above and together with proportionate undivided interest or share in common areas and facilities and amenities attached to the said flat, hereinafter called and referred to as the “**SAID FLAT**” more fully and particularly

mentioned and described in the **SECOND SCHEDULE** hereunder written at or for the total price and / or consideration of **Rs.** _____ **/- (Rupees _____ Lakhs) only** and the parties entered into an **Agreement for Sale dated _____**, _____.

- C. The Owners/Vendors and the Developer herein doth hereby declare and covenant with the Purchasers that the said premises and /or the said Flat is free from all encumbrances of any nature whatsoever and that the Owners/Vendors and the Developer herein have full right, title and interest in the said premises and /or the said Flat and have full right and authority to assign and transfer all their right, title and interest therein and the Owners/Vendors and the Developer herein further declares that there is a clear title to the Flat and its appurtenances belongs to the Owners/Vendors and the Developer herein absolutely and that neither the Owners/Vendors and the Developer herein or any other person or persons have created any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said flat and that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owners/Vendors and the Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owners/Vendors and the Developer herein have themselves full right, power and absolute authority to sell or transfer to the Purchasers the said Flat and their right, title and interest therein and that the Owners/Vendors and the Developer herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the said Flat by the Purchasers may be rendered illegal and/or unauthorized for any reason or on any account.

NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-

In pursuance to the Agreement for Sale dated _____, and in consideration of the payment of sum of **Rs.** _____ /- (**Rupees _____ Lakhs**) only as the total Consideration paid by the Purchasers to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser) paid on or before the execution of these presents, the Owners /Vendors and the Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein **ALL THAT** the _____ Residential **Flat No.** _____ **on** the _____ **Floor,** _____ **Side,** measuring _____ **Square Feet Carpet Area, corresponding to _____ Square Feet Super Built area (including Balcony area _____ Square Feet), Marble Flooring** consisting of ____ (____) Bed Rooms, ____ (____) Drawing Cum Dinning Room, ____ (____) Kitchen, ____ (____) Toilets, ____ (____) Balcony, together with proportionate undivided share and interest in land mentioned in the First Schedule whereupon the building named "**AJMIR ORCHID**" is erected above and together with proportionate undivided interest or share in common areas and facilities and amenities attached to the said flat more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and/or given **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder written and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land

and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners/Vendors and the Developer herein to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owners /Vendors herein doth hereby covenants with the Purchasers that:-

1. The Owners/Vendors herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the Purchaser/s in the manner aforesaid and put the Purchaser/s in vacant, peaceful and unencumbered possession.
2. The Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and premises hereby conveyed with its appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the Owners/Vendors and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.

3. The Purchaser/s shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners /Vendors and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners/Vendors and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.
4. The Purchaser/s shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder written.
5. The Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written.
6. The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the Agreement for Sale.
7. The Purchaser/s and other co owner shall abide by the Rules and regulations and common obligations along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder written.

8. The Purchaser/s shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **SIXTH SCHEDULE** hereunder written.
9. The Purchaser/s shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners /Vendors or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchaser/s under the terms of this conveyance.
10. The Purchaser/s undivided proportionate interest is impartible in perpetuity.
11. The Owners/Vendors and the Developer doth hereby further covenant with the Purchaser/s that the Purchaser/s may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Flat and premises hereby conveyed with its appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by them the Owners /Vendors or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for them or anyone of them.
12. The Owner/Vendor and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owner /Vendor or their heirs, executors, administrators

or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchaser/s do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchaser/s in manner aforesaid as by the Purchaser/s, their heirs, executors or administrators and assigns shall be reasonably required.

13. The Purchaser/s shall mutate the Said Flat in their own names and shall pay all such Municipal taxes and other impositions that may be charged from time to time, directly to the concern authority.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE SAID PREMISES)

ALL THAT piece and parcel of land measuring about **9 Cottah 4 Chittack 5 Square Feet**, togetherwith G+4 Storied Building under the name and style “ **AJMIR ORCHID**” lying and situated at Premises No. 29D, Barwaritala Road, Kolkata 700 010, Police Station Beliaghata, District 24 Parganas South, now within the ambit of Kolkata Municipal Corporation, under Ward No. 34, butted and bounded by:-

On The North: By

On The South: By

On The East: By

On The West: By

Zone:

THE SECOND SCHEDULE ABOVE

REFERRED TO

(THE SAID FLAT)

ALL THAT the _____ Residential Flat No. _____ on the _____ Floor, _____ Side, measuring _____ Square Feet Carpet Area, corresponding to _____ Square Feet Super Built area (including Balcony area _____ Square Feet), Marble Flooring consisting of ____ (____) Bed Rooms, ____ (____) Drawing Cum Dining Room, ____ (____) Kitchen, ____ (____) Toilets, ____ (____) Balcony, together with proportionate undivided share and interest in land mentioned in the First Schedule whereupon the building named “**AJMIR ORCHID**” is erected above and together with proportionate undivided interest or share in common areas and facilities and amenities attached to the said flat. The site Plan is annexed herewith which is part of this Deed of Conveyance.

THE THIRD SCHEDULE ABOVE

REFERRED TO:

(COMMON AREA AND FACILITIES)

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

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

be the common parts of the proposed building.

8. Ultimate roof of the Building.

THE FOURTH SCHEDULE ABOVE
REFERRED TO : (COMMON EXPENSES)

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

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON OBLIGATIONS & RULES AND REGULATIONS)

1. The share or interest in the land underneath is impartible and the Purchaser/s shall not claim partition of the undivided

proportionate share in the land and/or the common parts of the Building and/or in respect of the common service and utilities.

2. The Purchaser/s shall apply for mutation of the Second Schedule property in his own name and apply for and has the said separately assessed for the purpose of Municipal rates and taxes,.
3. The common maintenance charges shall be applicable on the sold units and the developer shall not be required to pay any maintenance charges on the unsold units till the same are sold to intending Purchaser/s.
4. The Purchaser/s shall use the said Flat and all common portions peacefully with the other co-owner.
5. The Purchaser/s shall not do any of the following acts, deeds and things :
 - a) Violate any of the rules and/or regulations laid down for the common purpose and of the users of the common portions.
 - b) Injure, harm or damage the common portions of any other Unit in the Building by making any alternative or withdrawing any support or otherwise.
 - c) Carry out repairs in a manner so as to affect the structural stability of the building.
 - d) Keep or store any offensive, combustible, obnoxious, dangerous or hazardous article in the said Flat.
 - e) Affix or drew any cable, wire, pipe line from and through any common portions or outside wall of the Building or other Units.
 - f) Keep any heavy articles on the floor or operate any machine other than the usual home appliance.

- g) Change the colour scheme of the windows, grill and the main door of the said Flat other than according to the specification or upon formation of the Association in writing.
- h) Cover the balcony and or change the elevation of the building by installing Split ac units and/or any other equipment.

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

1. The Purchaser/s shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenant or otherwise thereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number or appertaining hereto which are thereafter more fully specified Excepting and Reserving unto the Owners/Vendors and the Developer and other Co-Owners and occupiers of other flats of the building the rights, easements, quasi-easements, privileges.
2. The right of access in common with other owners or occupiers of the flats of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.
3. The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant and common

parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land provided always and it is declared that therein contained shall permit the Purchaser/s or any person deserving title under the Purchaser/s and/or his servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors' and other co-owners or occupiers of other flats of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.

4. The right of protection of the said floor and the properties appurtenant hereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant hereto from the other part or parts of the said building.
5. The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said flat and the properties appurtenant hereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant hereto for all lawful purpose whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser/s to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant hereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

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

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

1.

2.

SIGNATURE OF THE OWNERS/ VENDORS

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

1.

2.

SIGNATURE OF THE DEVELOPER

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

1.

2.

SIGNATURE OF THE PURCHASERS

MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the within mentioned sum of **Rs.** _____ **/- (Rupees** _____ **Lakhs) only.**

DEVELOPER

SIGNATURE OF THE WITNESS.

- 1.
- 2.