

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of , 2024 [Two
Thousand Twenty Four]

BETWEEN

Hiran Construction
Susmita Paul. 
Proprietor

SRI. PRANAB SARKAR [PAN-GWSPS5569E] son of late Prakash Sarkar @ Prakash Chandra Sarkar by Nationality- Indian, by faith- Hindu, by occupation- Service, residing at 32, 4th Street, Sen Bagan, , P.O. Agarpara, P.S. Khardah, District North 24 Parganas, Kolkata- 700109 hereinafter referred to and called as the **OWNER** represented by their constituted attorney **SMT. SUSMITA PAUL [PAN-GOTPP5245D]** daughter of Sri Sukamal Paul , by Nationality- Indian, by faith- Hindu, by occupation- Business, residing at 32, 4th Street, Sen Bagan, , P.O. Agarpara, P.S. Khardah, District North 24 Parganas, Kolkata- 700109 , by way of a registered development power of attorney after registration of development agreement being No. 152401325 dated 08.02.2022 registered at A.D.S.R-Sodepur , North 24 Parganas, Barasat and the said duly copied in Book No. I, Volume No. 1524-2022, Pages from 64637 to 64658 for the year 2022 which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include their respective heirs, executors, administrators, legal representatives and assigns] of the **FIRST PART**;

AND

M/S. HIRAN CONSTRUCTION residing at 32, 4th Street, Sen Bagan, , P.O. Agarpara, P.S. Khardah, District North 24 Parganas, Kolkata- 700109 represented by its Proprietor **SMT. SUSMITA PAUL [PAN-GOTPP5245D]** daughter of Sri Sukamal Paul , by Nationality- Indian, by faith- Hindu, by occupation- Business, residing at 32, 4th Street, Sen Bagan, , P.O. Agarpara, P.S. Khardah, District North 24 Parganas, Kolkata- 700109 , hereinafter referred to and called as the **DEVELOPER** [which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives successors in office and assigns] of the **SECOND PART**

AND

.....[PAN-.....] [AADHAAR NO.] son of, by Nationality- Indian, by faith-, by occupation-, residing at, P.O., P.S., District, Pin-, hereinafter referred to and called as the **PURCHASER** [which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives successors in office and assigns] of the **THIRD PART**

HISTORY OF THE TITLE:

WHEREAS By and through a vendors Sri Bidhu Bhusan Ghosh , Sri Purnendu Bhusan Ghosh @, Sri Arun Kumar Ghosh & Sri Ananda Bhusan Ghosh (vendors) have agreed to sell and Smt. Biva Rani Sarkar has agreed to purchase the **ALL THAT** a piece or parcel of "BASTU" land measuring an area of 04 (Four) Cottahs 2 (Two) chittacks 38 (Thirty Eight) sq. ft be the same a little more or less together with multi storied building comprised in R.S & L.R. Dag No. 562 under L.R Khatian No. 1068 within Mouza- Tarapukuria, J.L No. 12, R.S. No. 27, Touzi No. 178, P.O. Agarpara, P.S. Khardah, District of North 24 Parganas, Kolkata- 700109, within the local limits of Panihati Municipality , ward no-9, Being Premises No32, 4th Street, Sen Bagan , DSR- North 24 Parganas, A.D.S.R.-Sodepur. The Deed of sale registered in the Office of the SR- Barrackpore, North 24 Parganas , and recorded in Book No. 1, , Volume no. 14, pages 264 to 268 being Deed No. 1244 for the year 1962.

AND WHEREAS thereafter, Said, Smt. Biva Rani Sarkar absolute owners **ALL THAT** a piece or parcel of "BASTU" land measuring an area of 04 (Four) Cottahs 2 (Two) chittacks 38 (Thirty Eight) sq. ft be the same a little more or less together with multi storied building comprised in R.S & L.R. Dag No. 562 under L.R Khatian No. 1068 within Mouza- Tarapukuria, J.L No. 12, R.S. No. 27, Touzi No. 178, P.O. Agarpara, P.S. Khardah, District of North 24 Parganas, Kolkata- 700109, within the local limits of Panihati Municipality , ward no-9, Being Premises No32, 4th Street, Sen Bagan , DSR-

North 24 Parganas, A.D.S.R.-Sodepur, while seized and possessed of and/or otherwise well sufficiently entitled to the said properties and duly mutated her name in the records of the concerned authorities and paid taxes thereon.

AND WHEREAS Smt. Biva Rani Sarkar died intestate on 23.08.2014 leaving behind surviving only son namely **SRI. PRANAB SARKAR**, as the only legal heirs and successors to inherit the undivided share over the aforesaid property left by said Smt. Biva Rani Sarkar , since deceased

AND WHEREAS thereafter, Said, **SRI. PRANAB SARKAR** ,absolute owner **ALL THAT** a piece or parcel of "BASTU" land measuring an area of 04 (Four) Cottahs 2 (Two) chittacks 38 (Thirty Eight) sq. ft be the same a little more or less together with multi storied building comprised in R.S & L.R. Dag No. 562 under L.R Khatian No. 1068 within Mouza- Tarapukuria, J.L No. 12, R.S. No. 27, Touzi No. 178, P.O. Agarpara, P.S. Khardah, District of North 24 Parganas, Kolkata- 700109, within the local limits of Panihati Municipality , ward no-9, Being Premises No32, 4th Street, Sen Bagan , DSR- North 24 Parganas, A.D.S.R.-Sodepur, while seized and possessed of and/or otherwise well sufficiently entitled to the said properties and duly mutated her name in the records of the concerned authorities and paid taxes thereon

AND WHEREAS the land owner/vendor (, **SRI. PRANAB SARKAR**),herein with a view to developing the said land by way of raising certain construction chalked out the project inviting attention to the developer to develop the said plot of land by raising a multi storied building thereon and as such the land owner/vendor herein entered into a registered development agreement with the **SMT. SUSMITA PAUL**

[PAN-GOTPP5245D] daughter of Sri Sukamal Paul , by Nationality- Indian, by faith- Hindu, by occupation- Business, residing at 32, 4th Street, Sen Bagan, , P.O. Agarpara, P.S. Khardah, District North 24 Parganas, Kolkata- 700109 , the developer herein being No. 152401322 dated 08.02.2022 registered at A.D.S.R-Sodepur , North 24 Parganas, Barasat and the said duly copied in Book No. I, Volume No. 1524-2022, Pages from 65168 to 65208 for the year 2022 with certain terms, conditions and stipulations therein mentioned.

AND WHEREAS the land owner/vendor for the purpose of completion of the said building also executed a registered power of attorney being No. 152401325 dated 08.02.2022 registered at A.D.S.R-Sodepur , North 24 Parganas, Barasat and the said duly copied in Book No. I, Volume No. 1524-2022, Pages from 64637 to 64658 for the year 2022 in favour of **SMT. SUSMITA PAUL [PAN-GOTPP5245D]** daughter of Sri Sukamal Paul , by Nationality- Indian, by faith- Hindu, by occupation- Business, residing at 32, 4th Street, Sen Bagan, , P.O. Agarpara, P.S. Khardah, District North 24 Parganas, Kolkata- 700109 to construct, conduct and perform all the necessary works at Municipal office, all Govt. or Semi-Govt. Offices etc. and also have right to entered into agreement to sell with the intending purchaser/s and to receive advance money/full consideration money of developer allocation.

AND WHEREAS the said OWNERS/VENDORS and DEVELOPER have undertaken the construction of the building on the Said land particulars of which are described in **SECOND SCHEDULE** hereunder written and has obtained a building plan duly sanctioned from Panihati Municipality granted sanctioned Building Plan No. Dated and the VENDORS and DEVELOPER have

completed the construction of the said building and the certificate of completion has been obtained from the Panihati Municipality.

AND WHEREAS after completing the construction, the Land Owner and the Developer got their respective allocations as per the said development agreement that flat is Developer allocation.

AND WHEREAS That, by an agreement the Developer along with the Landowner/Vendor herein have agreed to sell and the Purchasers agreed to purchase **ALL THAT** Self Contained Residential Flat **Being No. ""** on the "**..... FLOOR**" admeasuring carpet area of (.....) sq. ft. having super built up area of (.....) Sq. ft. be the same a little more or less comprising ofbed rooms, dining, kitchen, toilets,..... balcony situated at comprised in R.S & L.R. Dag No. 562 under L.R Khatian No. 1068 within Mouza- Tarapukuria, J.L No. 12, R.S. No. 27, Touzi No. 178, P.O. Agarpara, P.S. Khardah, District of North 24 Parganas, Kolkata-700109, within the local limits of Panihati Municipality , ward no-9, Being Premises No32, 4th Street, Sen Bagan , DSR- North 24 Parganas, A.D.S.R.-Sodepur, more or less together with the undivided un-demarcated proportionate share in the said plot of land specifically and particularly described in the Second Schedule written hereunder together with all amenities, facilities, restrictions and common expenses provided thereto as specifically and particularly described in the Third, Fourth, Fifth and Sixth Schedules respectively written hereunder along with the intent and object that the Purchasers shall be entitled to hold the said FLAT by way of exploiting in lawful residential purposes at and for consolidated consideration of **Rs..... (Rupees) only** which has been paid by the Purchasers to the Developer on or before execution of these presents as detailed below in the memo of consideration and **agreement for sale dated**

NOW THIS INDENTURE WITNESSETH by and between the parties hereto as follows:

- A. In pursuance of the said agreement and in consideration of the said sum **Rs..... (Rupees)** only of the lawful money of the Union of India and truly paid by the Purchasers herein to the Landowner/Vendor and Developer [receipt whereof the Landowner /Vendor and Developer doth hereby as also by the memo of consideration written herein below admit and acknowledge and of and from the same and every part thereof hereby acquit, release and forever discharge and deliver up the possession of the Flat, the Purchasers and the Property hereby sold and transferred the Landowner/Vendor and Developer herein collectively doth hereby sell, grant, transfer, convey assign and assure unto the Purchasers **ALL THAT** Self Contained Residential Flat **Being No. "....."** on the "**..... FLOOR**" admeasuring carpet area of (.....) sq. ft. having super built up area of (.....) Sq. ft. be the same a little more or less comprising ofbed rooms, dining, kitchen, toilets,..... balcony situated at comprised in R.S & L.R. Dag No. 562 under L.R Khatian No. 1068 within Mouza- Tarapukuria, J.L No. 12, R.S. No. 27, Touzi No. 178, P.O. Agarpara, P.S. Khardah, District of North 24 Parganas, Kolkata- 700109, within the local limits of Panihati Municipality , ward no-9, Being Premises No32, 4th Street, Sen Bagan , DSR- North 24 Parganas, A.D.S.R.-Sodepur, specifically and particularly mentioned in the **SECOND SCHEDULE** hereunder written together with the undivided proportionate share in the land where the Flat is lying and situated at the said plot of land which specifically and particularly mentioned in the **FIRST SCHEDULE** written hereunder and **ALSO** undivided share of the common passage in the building in common with the other occupiers of the building for the purpose of the beneficial use and enjoyment of the said **FLAT** including the uninterrupted and free access to and from the main Municipal Road **AND** other common areas, portions, amenities restrictions and common expenses specifically and particularly described in the Third, Fourth, Fifth and Sixth

Schedules respectively written hereunder, hereinafter collectively referred to as the said FLAT OR HOWEVER OTHERWISE THE SAID FLAT now is or at any time or time hereto before was situated, butted, bounded, called, known, described and distinguished together with all fixtures walls, sewers, drains, passage, water sources in the BUILDING and all manner of former or other rights, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever to the said FLAT or any part thereof usually occupied or enjoyed or reputed to belonging or be appurtenant therein AND the reversion or reversions, remainder or reminders and the rents issues and profits thereof and every part thereof and all the estate rights, title, interest, claim, use inheritance, trust, property or deemed whatsoever of the Landowner/Vendor doth at law or in equity into and upon the said FLAT or any or any part thereof TO HAVE AND TO HOLD the said FLAT hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof together with his and every of his respective rights member and appurtenances whatsoever unto the Purchasers absolutely and forever free from all encumbrances, trusts, liens and attachments whatsoever SUBJECT NEVERTHELESS to the easements or quasi easements and other stipulations or provisions in connections with the beneficial use and enjoyment of the said FLAT as mentioned in the FOURTH SCHEDULE hereunder written and excepting the receiving unto the Landowner/Vendor and Developer and the other Owners and occupiers of the other Flats in the said building such easements or quasi easements and other rights and privileges as are mentioned in the FIFTH SCHEDULE hereunder written and also subject to the Purchasers covenant to bear and pay its proportionate share of common expenses for the maintenance of the said building as mentioned in the SIXTH SCHEDULE written hereunder.

B. THE LANDOWNER/VENDOR AND DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASERS as follows:-

- a) That notwithstanding any act deed matter or thing by the Landowner/Vendor and Developer or by any of his ancestors or predecessors in title done executed or knowingly suffered or permitted or suffered to the contrary Landowner/Vendor and Developer are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Flat together with the sanctioned plan hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed matter or thing whatsoever as aforesaid the Landowner/Vendor and Developer have now good right full power and lawful and absolute authority to sell, grant, convey, transfer, assign, and assure or express so to be unto and to the use of the Purchasers absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.
- b) That notwithstanding any act, deed or thing whatsoever be done committed or knowingly suffered by the Landowner/Vendor and Developer to the contrary the Landowner/Vendor and Developer has good right full power absolute authority and indefeasible title and/or otherwise well and sufficiently entitled to sell, grant, transfer, convey, assign, assure the said Flat unto the Purchasers in the manner aforesaid.
- c) That it shall be lawful for the Purchasers at all times hereafter to peacefully and quietly to enter into and upon and hold, occupy and enjoy the said Flat and receive the rents, issues profits thereof without any lawful eviction, interruption, hindrance, disturbance, claim or demand whatsoever from or by the Landowner/Vendor and Developer or any person or persons having or lawfully or equitably claiming any estate right, title and interest whatsoever in the said Flat from under through or in trust for the Landowner/Vendor and Developer and free and clear and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise and by and at the cost of the

Landowner/Vendor and Developer well and sufficiently saved, harmless and indemnified of from and against all charges liens attachments and encumbrances whatsoever made, done, executed or occasioned by the Landowner/ Vendor or any person or persons lawfully or equitably claiming as aforesaid.

- d) That the Landowner/Vendor and Developer and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said Flat from through under or in trust for the Landowner/ Vendor and Developer shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers do make acknowledged and execute or cause to be done made acknowledge and executed all such further and other acts, deeds, things and assurances whatsoever for further, better and more perfectly, assuring the said Flat sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.

C. THE PURCHASERS HEREBY AGREED AND COVENANT WITH THE LANDOWNER/VENDOR AND DEVELOPER as follows:-

- a) That the right of the Purchasers shall remain restricted to the said Flat and the properties appurtenant thereto and the Purchasers and/or any persons claiming through them, shall not be entitled to claim any right over and in respect of the remaining portions of the said building save and except the use of common area.
- b) That the Purchasers only for the lawful purpose shall always use the said Flat only.

- c) That the Purchasers shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually within seven days from the days of the submissions of the bills.
- d) That in the event of any capital expenditure for repairs maintenance etc. for common purpose the Purchasers shall be liable to make payment of the proportionate share as shall be determined.
- e) That the Purchasers shall be liable to make payment of the Municipal rates, taxes and outgoing in respect of the said Flat in full and of the common parts on the basis of prorate until unless said Flat separately assessed.
- f) That the Purchasers shall become a member of the Association to be formed which will comprise with all the Purchasers/occupiers of the space or spaces of the said building along with the Landowner /Vendor for maintenance of the common parts.
- g) That the Purchasers shall permit the Landowner/Vendor, Developer and their agent with or without workmen at all reasonable time on notice [save and except in case of emergency] to enter into space of the Purchasers to check, view and examine to state and condition of the said space and their convenience and for purpose of cleaning, repairing and keeping in order the sewers, drain, pipes, rain water pipes, electric cables and conditions.
- h) That the Purchasers shall not deposit throw accumulate any rubbish water dirt rage or other refuse in the common parts of the building or premises or permit the same.
- i) That the Purchasers shall not display any hoarding, sign boards or placards on the terrace of the said unit or any share else in the said premises. It is hereby made expressly not to put anything outside the wall of the said building.

- j) That the Purchasers shall keep the internal portion of the said Flat and every part thereof in good conditions so as to support and protect other supporting parts of the building.
- k) That the Purchasers shall not make any addition and alteration in structural work of the said Flat except with the prior approval and sanction of the appropriate authority.
- l) That the Purchasers shall not use stove or Chula in the open space and other common portions and/or allow smoke to spread and go in common portions.
- m) That the Purchasers shall not do any act, good or thing whereby the Landowner/Vendor is prevented from selling assigning or disposing off any other portion or portions in the said building.
- n) That the Purchasers shall use in common with other occupiers and Landowner/Vendor the common areas and facilities and in the passage of entrance from the main road to the premises and the corridors of the building.
- o) To maintain at their own costs and expenses the said Flat and every part thereof and all fixtures and fittings therein or exclusively in the Flat comprised therein properly painted and in good repairs and in the best and clean conditions and as a decent and respectable place for residential purposes.
- p) To use the said flat and all common parts and common portions carefully and peaceably and equitably and in the manner reasonably required and indicated herein or in the rules and regulations framed or as may be framed by the co-owners or the use thereof.

- q) To use all the paths, passages those reserved only for the purpose called egress and ingress and for no other purpose whatsoever unless permitted by the association upon its formation.
- r) That the Purchasers shall not alter any other portion or elevation or color schemes of the said unit of the said building.
- s) That the Purchasers shall not throw or accumulate or caused to be thrown or accumulate any dirt, rubbish, or other refuses within the said units or in the places indicated thereof.
- t) That the Purchasers shall not place or caused to be placed any article or object in the common parts or common portions save as permitted by the association.
- u) That the Purchasers shall not carry on or caused to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal, criminal or any other activities in the said unit anywhere else within the housing complex.
- v) That the Purchasers shall not do or permit to be done which is likely to cause nuisance or annoyance to the occupiers of the other units in the said building.
- w) That the Purchasers shall not keep or store any offensive, combustible, obnoxious, hazardous, or dangerous articles in the said units or in the common parts, or in the common portions, and also shall not keep or store any heavy articles or things as are likely to damage the floor or floors and/or to operate any machines save that for usual purely domestic purposes.
- x) That the Purchasers shall not keep any domestic animal or pets save in the manner permitted by the association.

y) The association upon its formation shall manage, maintain, control the said multi-storied building common parts, common portions and common purposes, property, fairly and reasonably and in accordance with the provision contained in the rules and regulations or by laws and shall deal with the Landowner/Vendor or occupiers of the other portions in the said building reasonably and shall in particular look after common interest and interest causing annoyance and disturbances quickly.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of land and property)

ALL THAT a piece or parcel of "BASTU" land measuring an area of 04 (Four) Cottahs 2 (Two) chittacks 38 (Thirty Eight) sq. ft be the same a little more or less together with multi storied building comprised in R.S & L.R. Dag No. 562 under L.R Khatian No. 1068 within Mouza- Tarapukuria, J.L No. 12, R.S. No. 27, Touzi No. 178, P.O. Agarpara, P.S. Khardah, District of North 24 Parganas, Kolkata- 700109, within the local limits of Panihati Municipality , ward no-9, Being Premises No32, 4th Street, Sen Bagan , DSR- North 24 Parganas, A.D.S.R.-Sodepur.

BUTTED AND BOUNDED BY

ON THE NORTH : By 10 feet wide Road

ON THE SOUTH : By Property of Anil Ghosh

ON THE EAST : By 16 feet wide Sen Bagan Municipal Road

ON THE WEST : By Property of Rajib Guha

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of Flat)

ALL THAT Self Contained Residential Flat **Being No.** "....." on the "..... **FLOOR**" admeasuring carpet area of (.....)

sq. ft. having super built up area of (.....) Sq. ft. be the same a little more or less comprising ofbed rooms, dining, kitchen, toilets,..... balcony (**Marble Floor with Lift Facility**) situated at comprised in R.S & L.R. Dag No. 562 under L.R Khatian No. 1068 within Mouza-Tarapukuria, J.L No. 12, R.S. No. 27, Touzi No. 178, P.O. Agarpara, P.S. Khardah, District of North 24 Parganas, Kolkata- 700109, within the local limits of Panihati Municipality , ward no-9, Being Premises No32, 4th Street, Sen Bagan , DSR- North 24 Parganas, A.D.S.R.-Sodepur. with an structure standing thereon along with multi storied building over the some under the name and style of **JAYA APARTMENT**" "Building together with the undivided proportionate share of land in the Said Premises along with the common parts and/or general common areas, amenities and facilities

BUTTED AND BOUNDED BY

ON THE NORTH : By

ON THE SOUTH : By

ON THE EAST : By

ON THE WEST : By

THE THIRD SCHEDULE ABOVE REFERRED TO

[COMMON AREA]

1. The Land on which the Building is located and all easements, rights and appurtenances belongings to the land and the building;
2. The foundation, columns, girders, beams, supports etc.
3. Space for installation of pumps, motors and distribution pipes;
4. Space for installation of common and individual electric meter;
5. Water pump, water tank, water pipes and other common plumbing installation;
6. Top of the roof, stair, staircase, well, room, machine and accessories corridors, lobbies, landings, entrance and exits in the ground Floor of the building;

7. Space for installation of main and individual meter, space for installation of transformer, electrical wiring, motor and fittings;
8. Water and sewerage, evacuation pipes to the drains and sewerage;

THE FOURTH SCHEDULE ABOVE REFERRED TO
[EASEMENT AND QUASI EASEMENTS]

The Purchasers shall be entitled to all rights, privileges including the right of vertical and lateral supports easements, quasi easement, appendages and appurtenances whatsoever belonging or in any way appertaining to the said Flat and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or member thereof or appertaining thereto which are hereinafter specifically specified EXCEPTING AND RESERVING unto the Landowner/Vendor and Developer and other co-owners and occupiers of the building, the rights, easements, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the fifth schedule hereto.

The right of access in common with the Landowner/Vendor and Developer and other owners and the occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance, stairs, landing, corridors, roof and other common parts of the building.

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 premises and common part with or without vehicles over and along the passages path ways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that nothing herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or their servants, agents and employees, invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the owners and other co-owners or occupiers properly entitled to such passage or pathways or common parts as aforesaid.

The right of protection of the building and the properties appurtenant thereto 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 properties appurtenant thereto from the other part or parts of the said building.

The rights of passage in common as aforesaid of electricity, gas, water, telephones and soil pipes from and to the said Flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said Flat and the properties appurtenant thereto for all lawful purposes whatsoever.

The right with or without workman and necessary materials for the Purchasers 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, wires and conduits aforesaid and for the purpose of rebuilding, repairing or cleaning any part or parts of the said premises and the properties appurtenant thereto in so far as such repairing, repainting or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting emergent situation upon giving twenty four hours previous notices in writing of their intention so to be enter to the owners and other co-owners or occupiers property entitled to the same.

THE FIFTH SCHEDULE ABOVE REFERRED TO
[EXCEPTIONS AND RESERVATION]

The under mentioned rights, easements, quasi-easement, privileges and appurtenances shall be excepted and be reserved unto the Owners and/or other Owners and occupiers entitled to the same and/or deriving rights title under them other then the Purchasers in respect of the said premises.

1. The right of way in common with the Purchasers, the Owners and Developer and the other co-owners and occupiers entitled as aforesaid for the enjoyment and use of common parts or passages of the said building including its installations, stair case, entrance and other parts or passage and/or for the purpose connected therewith including ingress to and egress from the said building.
2. The rights of passage in common as aforesaid of electricity, gas, water and soil from and to part or parts [other than the said floor and the properties appurtenant thereto] of the said building through pipes, drains, wires, conduits lying or being in under through or over the said premises and the properties appurtenant thereto as far as may be reasonably necessary for the beneficial use an occupation of the other portion or portions of the said building for all lawful purpose whatsoever.
3. The rights of protection of the other portions of the said building from or by all parts of the said premises and the properties appurtenant thereto in any manner not demolish the support at present enjoyed by the other portion or portions of the building from the said floor and the properties appurtenant thereto.

THE SIXTH SCHEDULE ABOVE REFERRED TO
[COMMON EXPENSES]

1. The proportionate expenses of maintaining, repairing, replacing, redecorating etc. of the main structures as well as building and in particular the gutters, rain water pipes of the building, water pipes, sewer line and electric wires in under or upon the building and enjoyed or used by the Purchasers in common with the Landowner/Vendor and other occupiers of other Flat, Shop and Covered Garage Owners and main entrances, passages, stair, staircase, well, room, machine and accessories, landing of the said premises as enjoyed by the Purchasers or used by their in common as aforesaid and the boundary walls of the building and compound etc.

2. The costs of cleaning and lighting of passage, landing and staircase and other parts of the building enjoyed or used by the Purchasers in common as aforesaid.
3. The costs of the maintaining and decorating the exterior of the building.
4. The cost and expenses for running operations and maintaining water pump electric motors etc.
5. The cost of the clerks, chowkidars, sweepers, mistry and caretakers etc.
6. The cost of working and maintenance's of other lights and service charges etc.
7. The proportionate rates, taxes and outgoing in respect of the said Flat which is otherwise to be borne and paid by the Purchasers.
8. Maintenance of regular water supplies to the said Flat.

IN WITNESSES HEREOF the **LANDOWNER/VENDOR**, the **DEVELOPER** and the **PURCHASERS** have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

SIGNED, SEALED and DELIVERED at KOLKATA
in the presence of:

- 1.

As Constituted Attorney

**SIGNATURE OF LANDOWNER
/VENDOR**

2.

SIGNATURE OF DEVELOPER

Drafted and prepared in my office:

SIGNATURE OF PURCHASER

Advocate

RECEIPT

Received a sum of **Rs..... (Rupees)** only from the herein above named Purchasers according to memo of consideration stated herein below:

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of **Rs..... (Rupees)** only being total consideration money as per detail below :-

<i>D.D/Cheque No. / Online/Cash</i>	<i>Date</i>	<i>Bank / Branch Name</i>	<i>Amount (Rs.)</i>
Total =			Rs...../-

(Rupees.....) only

Witnesses

1.

Hiran Construction
 Susmita Paul. 
 Proprietor

SIGNATURE OF DEVELOPER

2.