

## DEED OF CONVEYANCE

**THIS DEED OF CONVEYANCE** is made on this the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and Nineteen (2019) A.D.

### **B E T W E E N**

**H.R. INFRACON LIMITED** (PAN-AACCH1838E) (formerly known as H.R. Global & Finance Ltd.), a Company incorporated within the meaning of the Companies Act, 1956, having its registered Office at 216, M.G. Road, P.O. & P.S. Burrabazar, Kolkata-700007, being represented by its Constituted Attorney **SRI SWAPAN KUMAR BAKSHI**, (PAN-ADTPB5718N), Son of Late Nani Gopal Bakshi, residing at 11, Baedan Roy Lane, P.O. Beliaghata, P.S. Beliaghata, Kolkata- 700010, having its Director, hereinafter referred to as the **OWNER/VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest and/or assigns) of the **ONE PART**.

### AND

**SRI XXXXX** (PAN- XXX) son of XXXX, by faith- Hindu, by occupation-Business, residing at XXXX, hereinafter collectively called and referred to as "**THE Purchaser**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its director(s), his legal representative(s), its/his successor(s)/successors in interest, its administrators and assigns) of the **OTHER PART**.

### W H E R E A S

**A.** One High Powered Committee Meeting was held 16<sup>th</sup> May 2003 in respect of **M/S. NICCO CORPORATION LTD.** vide Ref No. 3375 (5)/1 (1)- IR dated 12<sup>th</sup> June 2003 and in the said High Powered Committee Meeting, it was decided that the disposal of 31,984 sq. mtr. of NCL surplus Land at their Shyamnagar Cable Division may be considered by the State Govt. in the event of outright sale to unblock the idle land assets and general resources for investments in the rehabilitation effort.

**B.** Subsequently, The Industrial Reconstruction Department, Govt. of West Bengal, through its Letter vide no. 4838-IR dated 08.10.2004, gave Order and permitted to sell of surplus land of Cable Division of **M/S. NICCO CORPORATION LTD.** located at Shyamnagar in the District of North 24 Parganas.

**C.** Afterwards, through a letter dated 05.12.2007 vide Letter No. 2597/O/1L-16/97, the Urban Land Ceiling Branch of Urban Land Development of Govt. of West Bengal also permitted **M/S. NICCO CORPORATION LTD.** to sell, convey and/or transfer 31,983 Sq. mtrs. of excess Vacant land in the Cable Division of **M/S. NICCO COPORATION LTD.** out of which 18,223.05 Sq. Mtrs would be transferred to **M/S. H. R. GLOBAL FINANCE LIMITED.**

**D.** By a registered Deed of Indenture dated 23<sup>rd</sup> April, 2009 executed by and between **M/S. NICCO CORPORATION LTD.** therein mentioned as Vendor and the **M/S. H.R. GLOBAL FINANCE LTD.** therein mentioned as Purchaser, the said **M/S. NICCO CORPORATION LTD.** sold, transferred and/or disposed of the land with structures measuring 18,223.05 Sq. Mtrs. equivalent to 4.503 acres more or less situated at 71, New Cord Road, Shyamnagar within Bhatpara Municipality, District 24-Parganas (North) in Mouza Mulajore, P. S. Jaggatdal together with structures standing thereon, hereinafter referred to as the said premises and more fully described in First Schedule hereto. The said sale was finalized by the Asset Sales Committee appointed by Industrial Reconstruction Department, Government of West Bengal and the Government by Order No. 3375 (5)-IN RESPECT OF dated 12<sup>th</sup> June, 2003 has permitted the Vendor to sell the said premises.

**E.** By an order dated 18<sup>th</sup> August, 2009 passed by the Hon'ble High Court at Calcutta in Company Petition No. 133 of 2009 connected with Company Application No. 164 of 2009 (Adhunik Navnirman (P) Ltd. and H.R. Global Finance Ltd.) the said two companies, were amalgamated with Messrs. H.R. Infracon Ltd., transferred to and vested in the said Messrs. H.R. Infracon Ltd., absolutely and forever.

**F.** The then OWNER/VENDOR, **M/S. H.R. INFRACON LIMITED**, thereafter, mutated their names in the record of Bhatpara Municipality and obtained a sanctioned building plan for construction of **(G+4) storied** building in several blocks being Building Sanction Plan No.S-241.

**G.** Thereafter the then OWNER, **M/S. H.R. INFRACON LIMITED** has made construction of additional five floors over the existing G+4 Storied Building in Block-1 (situated in Old Block-2) after getting a Sanctioned provisional building Plan vide Sanction No.PWD/RB/615/18-19 dated 27.07.2018 passed by the Chairman-in-Council, Bhatpara Municipality.

**H.** The name of the Building is “**SHYAM RESIDENCY**” and such name shall not be changed at any time.

**I.** After said Deed Of Purchase of the aforesaid property morefully described in the **SECOND SCHEDULE** herein below, the total First Schedule mentioned property has been newly sanctioned and has been allotted with holding no 71/A, New Chord Road, vide sanction no. PWD/ RB/ 617/18-19 dated 27.07.18 and 71/B New Chord Road, vide sanction no PWD/RB/615/18-19 dated 27.07.18 and also 71/C, New Cord Road vide sanction Plan No. PWD/RB/616/18-19 dated 27.07.18.

**J.** According to new sanction by the Chairman-in-Council, Bhatpara Municipality. The Block nos. have been changed and the previous Block. no of the Second Schedule mentioned property now renumbered as Block. no-1 in place of Block. no-2.

**K.** The **OWNER/VENDOR** is in peaceful possession of the said premises and the said premises are free from all encumbrances.

**L.** The **PURCHASER** herein has verified and accepted the title of the Vendor and being satisfied with the same he has interested to purchase ALL THAT piece and parcel of Shop being the **XXXXX** on **XXXfloor** of **Block- X** at the said premises containing a super built up area of **1599 sq. ft.** more or less and in the building consisting of several block A N D also the proportionate share in the Common Parts and Portions therein morefully and particularly described in the **Second Schedule** hereunder written TOGETHER WITH proportionate undivided variable share in the land underneath the building more fully described in the First Schedule hereunder written TOGETHER WITH proportionate undivided variable share in the common parts and common all rights of the apartments of the building more fully described in the **FIFTH SCHEDULE** hereunder written and also rights of easement and appurtenant thereto at a total consideration price of **Rs.72,96,653/- (Rupees Seventy two Lac Ninety six Thousand Six Hundred fifty three only) ;**

**M.** the **PURCHASER** herein coming to know the said desire of the **OWNER/VENDOR** proposed to purchase the said Shop for the price of **Rs.72,96,653/- (Rupees Seventy two Lac Ninety six Thousand Six Hundred fifty three only)** which is morefully and particularly mentioned and described in the **Second Schedule** hereunder written and both the parties herein entered into an Agreement for Sale dated 22.02.2016 and the **PURCHASER** herein paid an

advance money and as per the terms of the said Agreement for Sale the PURCHASER herein ultimately has paid the balance consideration money to the Vendor herein and the Vendor herein wish to execute Deed of Sale in respect of the **SECOND SCHEDULE** mentioned Property in favour of the PURCHASER herein and hence this Deed.

**N. NOW THESE INDENTURE WITNESSETH** that in pursuance of the said Agreement and in consideration of **Rs.XXXX** paid by the PURCHASER to the Vendor (the receipt of which the Vendor hereby acknowledges) as per the **Memo of Consideration** below the Vendor doth hereby sell, grant, transfer, convey, assign and transfer by way of sell, unto the PURCHASER forever **ALL THAT** piece and parcel of Shop being the **XXXXXX** on **XX floor** of **Block- 1** at the said premises containing a super built up area of **1599 sq. ft.** more or less along with undivided proportionate share of land comprised only in the building consisting of seven block (each block consisting of **G+9** floor) **A N D** also the proportionate share in the Common Parts and Portions therein morefully and particularly described in the **Second Schedule** hereunder written **TOGETHER WITH** proportionate undivided variable share in the land underneath the building more fully described in the First Schedule hereunder written **ALSO TOGETHER WITH** proportionate undivided variable share in the common parts and common all rights of the apartment of the building more fully described in the Fifth Schedule hereunder written and also rights of easement and appurtenant thereto described in the Third SCHEDULE and proportionate undivided interest in the limited common areas and facilities as defined by the statute prevailing as on this date, and as listed in the schedule below **AND ALSO TOGETHER WITH** all appurtenances belonging to or in any way appertaining to or with the same or any part thereof usually held, occupied, enjoyed or reputed or known as part or member thereof or be appurtenant thereto alongwith proportionate undivided share in land (and the said Shop and other common areas, facilities and amenities etc. are hereinafter referred to as the Said Shop all the estate, right, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever of the vendor into and out of and upon the said Shop or any part thereof **TO HAVE AND TO HOLD** the said Shop from hereby granted and sold or intended so to be with it and every of its right, members and appurtenances unto and to the use and benefit of the PURCHASER forever to be held as heritable, transferable and immovable property within the meaning of the law in force for the time being subject to the rules, regulations and bye laws of the condominium/Association of the Shop Owners in the whole building and also subject to the payments of all rents, taxes, easements, rates, dues and duties now chargeable upon the same which

hereafter become payable in respect thereof to the Government of West Bengal or any other concerned Authority or any other concerned Authorities **AND** subject to the condition that the said Shop will be used only for **residential purpose** AND free from all encumbrances, charges, liens, lispensens, attachments, acquisitions and requisitions by the Government or any Government Agency or others and all other liabilities whatsoever **SUBJECT NEVERTHELESS** to the easements and quasi easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said Shop and excepting and reserving unto the Vendor and the other Shop owners and occupiers and in the said building such easements or quasi easements and other rights and privileges also subject to the Purchaser covenant to bear and pay his proportionate share of common expenses to the Association/Society/Company formed by the owners/occupiers of the Shops of the said building for maintenance of the said building shall cover the interests, easements, quasi easements, exceptions, reservations and privileges of the Shop owners/occupiers only.

**AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:**

1. THAT the Vendor has in itself good right full power and absolute authority to grant, convey, transfer, assign and assure the said Shop hereby sold, granted, conveyed, transferred, assigned, assured and expressed so to be unto and to the use of the PURCHASER absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever;

2. AND THAT the PURCHASER shall and may at all times hereafter peaceably and quietly enter into, hold, occupy, possess and enjoy exclusively the said appurtenances and receive the rents, issues, incomes and profits thereof and every part thereof for his own use and benefits without any suit, lawful eviction, interruption and claims and demands whatsoever from or by the Vendor or any person or persons claiming under it or in trust for it or lawfully claiming any estate, right or interest whatsoever at law in the said Shop hereby granted, sold or expressed so to be freely and clearly and absolutely and forever released and discharged or otherwise by the Vendor and well and sufficiently saved, kept harmless and indemnified from or against all former and other estates, titles, charges and encumbrances whatsoever had made, executed, occasioned or suffered by the Vendor or any other persons lawfully claiming or claiming under or in trust for the Vendor;

3. AND THAT the Vendor shall from time to time and at all times hereafter, at the request and cost of the PURCHASER, do and execute all such further and other lawful acts, deeds, things, matters, conveyances, assurances in law whatsoever for the better, further and more perfectly and absolutely granting the said Shop granted and sold unto and to the use of the PURCHASER in the manner aforesaid as by the PURCHASER shall be reasonably required.

4. AND THAT the said land (as described in the First and Second Schedule below) are not attached to any proceedings connected with the Department of Income Tax, Wealth Tax, Gift Tax or otherwise and no certificate has been filed in the Office of the Certificate Officer under the provisions of the execution of any Certificate at Public Demand Recovery Act and no steps has been taken in execution of any Certificate at the instance of the said Departments.

5. AND THAT the PURCHASER shall be entitled to sell, gift, transfer, mortgage, lease, rent, assign or otherwise deal with the said Shop alongwith the undivided proportionate share of land and right of common passages and spaces and portions and amenities etc. hereby acquired in the manner as the PURCHASER shall think fit and proper subject to the terms and conditions laid down herein without any consent or objection of the other Shop owners or the Vendor, who has acquired right, title and interest similar to that of PURCHASER or who might acquire the same in future.

6. AND THAT each Shop constitutes a single residential unit transferable and heritable as such, but shall not be partitioned or divided as such.

7. AND THAT the percentage of the proportionate undivided interest shall remain unaltered at all points of time and the same shall always remain impartible and indivisible and the Shop owners shall be entitled to that as per the provisions of the West Bengal Apartment Ownership Act, 1972;

8. AND THAT the Vendor hereby declares that the building situated on the property described in the First Schedule has been constructed as per the provisions of the West Bengal Apartment Ownership Act, 1972, as amended upto date.

9. AND that the Vendor hereby declares that the building situated on the property described in the First Schedule has been constructed as per the provisions of the West Bengal Apartment Ownership Act, 1972, as amended upto date and in due compliance of the Building Rules, 1991 of concerned Authority and it also duly followed the provisions therein in the matter of compliance and delivery of possession of the Shop.

10. That the Vendor doth hereby affirm and declare that it duly observed and strictly complied with all statutory rules and regulations of the West Bengal Apartment Ownership Act, 1972, building rules and all statutory provisions so far as applicable for the development, construction and delivery of possession to the PURCHASER.

**AND THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR, AND/OR THE OWNERS OF THE OTHER SHOPS IN THE SAID BUILDING AS FOLLOWS:**

1. THAT the PURCHASER shall abide by the bye laws, regulations etc. of the Association of the Shop owners in the said building and shall bear and pay all the common expenses, such as proportionate share of tax till the Shop are separately assessed, proportionate cost of maintenance, repair, replacement of the common areas of the building, e.g. outer walls, stair case, lobby, entrance, terrace, landing, structure, rain water pipes, water tank and reservoir, plumbing, electrical wirings, drainage, common parts of the fixtures, cleaning expenses, security expenses, service charges etc.

2. AND THAT the PURCHASER shall use the Shop for residential purpose only.

3. AND THAT the right of the PURCHASER shall remain restricted to the said Shop and undivided proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and the common spaces/ parts/ portions/ amenities/ conveniences.

4. AND THAT the cost of maintaining, replacing, repairing, white washing, painting and decorating the main structure and particularly the common portions of the roof terrace and structure of the building, rainwater pipes, water tanks, motor pumps, tube well, gas pipes, electrical wires, sewerages, drains, transformers and all other common parts of the fixtures, fittings and equipment in, under or upon the building enjoyed or used in common by the PURCHASER and the occupiers thereof, shall be borne by the said Society, Association or Company.

5. AND THAT the PURCHASER shall get supply of water from the joint overhead tank.

6. AND THAT the PURCHASER shall be liable and agrees to make payment of the proportionate share of maintenance and Service charges regularly and

punctually to the said Society, Association or Company on and from the date of taking possession of the property.

7. AND THAT if the PURCHASER fail to pay the service charges or the charges for consumption of electricity regularly to the said Society, Association or Company, the electric and/or water supply connection to his Shop may be disconnected.

8. AND THAT as long as the separate electric meter of the PURCHASER is not installed he shall consume electricity from the joint meter and shall pay the charges including meter rent and other allied charges on the basis of reading from a sub-meter installed at her cost.

9. AND THAT in the event of any capital expenditure for repair, maintenance etc. for common purpose of the PURCHASER shall be liable to make payment of his proportionate share as shall be determined by the said Society, Association or Company.

10. AND THAT the PURCHASER shall be liable to pay the Municipal Taxes, Rates and other outgoing of the like nature in respect of his Shop in full.

11. AND THAT the PURCHASER shall have the absolute right to mutate his name in the records of Bhatpara Municipality and the concerned Settlement Office and shall pay the taxes in respect of his Shop to be separately assessed by the Authorities. So long as the Shops of the building are not separately assessed for the tax purpose, the PURCHASER shall pay to the Vendor a proportionate share of the said taxes in respect of his Shop in the said building. Such apportionment shall be made by the Vendor in consultation with the PURCHASER on the basis of the area purchased by the PURCHASER.

12. AND THAT the Vendor shall appoint a Caretaker to look after the building and its common parts till the said Society, Association or Company takes charge of the building. Till that point of time, the Shop owners will pay an amount fixed by mutual arrangement to the Vendor for looking after the building and its common parts, if necessary.

13. AND THAT the PURCHASER shall permit the Vendor or its authorized agent with or without workmen, to enter into the Shop at all reasonable time on notice to check view or examine the state or condition thereof and also for cleaning/ repairing and/or maintenance of the sewers, drain pipes, rain water pipes, electric cables etc.



14. AND THAT the PURCHASER shall not cause or to be caused the common areas and spaces to become dirty and shall not accumulate or throw dirt, refuse, garbage, rubbish in the said Shop or in the common areas or spaces.

15. AND THAT the PURCHASER shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or cause disturbance and annoyance to the other Shop owners;

16. AND THAT the PURCHASER shall not add or demolish any material structure or excavate any additional basement and for doing such things the unanimous consent of the other Shop owners in the building should be obtained first;

17. AND THAT the PURCHASER shall not display any hoardings, placards or signboards on the terrace of the said unit or anywhere else in the said premises. It is also made expressly clear her by that in no event the PURCHASER shall be entitled to put any permanent apparatus or thing protruding outside the outermost wall of the said building.

18. AND THAT the PURCHASER shall keep the internal portions of the said Shop in good and sound conditions so as to support and protect the other parts of the building.

19. AND THAT the PURCHASER shall not use stove or "chulas" in the stairs or in the common parts and shall not allow smoke to spread in the other parts.

20. AND THAT the PURCHASER shall not be permitted to fix, install or run any plant and machinery in anywhere in the said Shop save and except air-conditioner or other electrical appliances for domestic use.

21. AND THAT the PURCHASER shall have right to use and enjoy all the common areas, spaces, amenities, convenience and services etc. as described in the **FIFTH SCHEDULE** below, equally with the other Shop owners.

22. AND THAT the PURCHASER shall have his name mutated in the records of the concerned Authority and that of the Settlement in respect of the Shop on the force of the Deed.

23. AND THAT the PURCHASER shall have no claim and or right of any nature or kind over in respect of the terrace and the roof of the said building and the

vendor shall have the right to make additional stories or put additional structures on the roof and or terrace as may be permitted by the concerned Authority or any other competent Authority and such properties shall be the properties of the vendor hereto which will entitle to determine the use thereof and also be entitle to dispose it of in any manner they like and that the PURCHASER shall not be entitled to raise any objection or put up any claim of any nature or obstruction thereto and towards that PURCHASER hereby accords her irrevocable consent;

24. The PURCHASER hereby confirm, assure and affirm that he will not put any obstruction of any nature whatsoever or howsoever on the construction that may be made by the Vendor in case of further sanction is given by the Bhatpara Municipality on the said Premises and selling the space to any party on construction or otherwise the PURCHASER is neither entitled to nor eligible in any manner whatsoever to any right or interest in or on any subsequent sanction that may be given by the Bhatpara Municipality or construction made on the basis of the said sanction on the said premises the Vendor shall have the exclusive right over all future construction on the basis on any future sanction by the Bhatpara Municipality.

25. The PURCHASER shall also not object to the gifting of a part of the road side portion of the said premises (16 meters to 25 meters) by the Vendor to the Public Works Department, Government of West Bengal for widening the road and the PURCHASER hereby confirm, assure and affirm that she has consented to such gifting to Public Works Department, Government of West Bengal as shown in the Sanctioned building Plan no. S-241 dated 25/7/2013 and also in the sanctioned Building plan PWD/RB/617/18-19, PWD/RB/615/18-19 and PWD/ RB/ 616/ 18-19 dated 27.07.18.

26. Notwithstanding what has been stated elsewhere in this Deed of Conveyance it is made abundantly clear that the right title and interest of the PURCHASER is confined only to the said Unit and for the specific car/two wheelers parking space if the same is allotted to the PURCHASER and the Vendor is entitled to sale and/or dispose of all other portions of the said premises to any third party at its sole discretion and to which the PURCHASER under no circumstances shall be entitled to raise any objection therefor.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(The entire property)**

**ALL THAT** piece and parcel of land measuring about 4.503 Acres more or less situated previously at 71, New Cord Road, and presently within Holding No. 71/A, New Cord Road, 71/B, New Cord Road & 71/C, New Cord Road, Shyamnagar within Bhatpara Municipality, Ward No. - 22, District-24-Parganas (North) in Mouza-Mulajore, P.O.-Athpur, P.S. Jagaddal Pin-743128 TOGETHER WITH structures standing thereon under the following Dag Numbers and Khatian Numbers:

Dag Nos.		Khatian No.	Area of whole Dag	Area purchased by H.R. Infracon
C.S.	R.S.			
72	72	364	1.63 Acres	1.63 Acres
73	73	1603	0.37 Acres	0.37 Acres
93	93	204	0.49 Acres	0.043 Acres
94	94	54	0.22 Acres	0.16 Acres
2410	94/2410	54	0.06 Acres	0.06 Acres
95	95	1580	0.07 Acres	0.04 Acres
96	96	204	0.08 Acres	0.03 Acres
97	97	335	0.15 Acres	0.07 Acres
98	98	335	1.71 Acres	1.71 Acres
99	99	335	0.03 Acres	0.03 Acres
2402	81/2402	1605	0.04 Acres	0.01 Acres
2403	81/2403	1775	0.05 Acres	0.02 Acres
2034	209/2034	306	0.02 Acres	0.02 Acres
2411	95/2411	1579	0.21 Acres	0.21 Acres
2406	73/2406	779	0.08 Acres	0.08 Acres
1107	17/1107	1602	0.02 Acres	0.02 Acres

**The property is butted and bounded as follows:**

**ON THE NORTH** : Part of Nicco Cable Factory;  
**ON THE SOUTH** : New Chord Road;  
**ON THE EAST** : New Chord Road;  
**ON THE WEST** : Uttarpara Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(The Shop hereby sold)**

**ALL THAT** one self contained residential XXXX on XXXX floor of **Block- 1** at the said premises containing a super built up area of **1599 sq. ft.** more or less along with undivided proportionate share of land comprised only in the building

consisting of seven block (each block consisting of **G+9** floor) situated at 71/B, New Cord Road, Shyamnagar as mentioned in the **“FIRST SCHEDULE” AND** also the proportionate share in the Common Parts and Portions therein **TOGETHER WITH** proportionate undivided variable share in the land underneath the building more fully described in the First Schedule hereunder written **TOGETHER WITH ALSO** proportionate undivided variable share in the common parts and common all rights of the apartment of the building more fully described in the Third Schedule. The Plan annexed herewith is the part of this Deed. The Shop is hereby sold is butted and bounded as follows:-

**ON THE NORTH** :  
**ON THE SOUTH** :  
**ON THE EAST** :  
**ON THE WEST** :

**THE THIRD SCHEDULE AS REFERRED ABOVE**

**(Exception and Reservations)**

The under mentioned rights, easements, quasi-easements, privileges and appurtenances shall be excepted and be reserved unto the Vendor and/or other owners and occupiers of other Shops of the said building entitled to the same and/or serving rights under them other than the PURCHASER in respect of the said premises.

1. The right of way in common with the PURCHASER, the Vendor and other co-owners or occupiers of other Shops of the said building entitled as aforesaid for the enjoyment and use of common parts or passages of the said building including its installations, stair cases, entrance and other parts or passages and/or for the purpose connected therewith including ingress to and egress from the said building.
2. The rights of passages in common as aforesaid of electricity, gas water, telephone, soil pipes from and to the said Shop and the properties appurtenant thereto through pipes, drain wires, conduits etc. lying or being in under through or over any part or parts of the said Shop and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the other portion or portions of the said building for all lawful purpose whatsoever.
3. The rights of protection of other portion or portions of the said building from or by all parts of the said premises and properties appurtenant thereto in any manner not to 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 FOURTH SCHEDULE AS REFERRED ABOVE**

**(Easements and Quasi Easement)**

1. The PURCHASER shall be entitled to all rights and privileges including the right of vertical and lateral support easements, quasi easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said Shop 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 of member thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto-the Vendor and other co-owners and occupiers of the other Shops of the building the rights, easements, quasi-easements, privileges and appurtenances hereinafter more particularly set forth in the above mentioned **THIRD SCHEDULE**.

2. The right of access in common with other Shop owners and the Vendor at all times and for all normal purpose connected with the use and enjoyment of the entrance, staircase and other common parts of the building.

3. The right of way in common as aforesaid at all times and for all normal purpose connected with the reasonable use and enjoyment of the said premises and the properties appurtenant thereto and the common parts with or without vehicles over and along the passages and pathways comprised within the building and the appurtenant land PROVIDED ALWAYS and it is declared that nothing herein contained shall permit the PURCHASER or any person deriving title from the PURCHASER or his representatives, men, agents etc. to obstruct in any way by vehicle deposit of materials, rubbish and otherwise the free passage of the Vendor or the other Shop owners and occupiers in the building, entitled to such rights of way over the passage, pathways or parts as aforesaid.

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

5. The rights of passages in common as aforesaid of electricity, gas, water, telephone, soil pipes from and to the said Shop and the properties appurtenant thereto through pipes, drains, wires, conduits etc. lying or being in under through or over any part or parts of the said Shop and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the

said Shop and the properties appurtenant thereto for all lawful purposes whatsoever.

6. The right with or without workmen and necessary materials for the PURCHASER to enter from time to time during the day time into the other parts of the building for the purpose of repairing the pipes, drains, wires, conduits as stated earlier and for repairing, rebuilding, repainting, cleaning of any part of the building and the properties appurtenant thereto so far as such repairing, rebuilding, repainting, cleaning cannot be carried out without entering into such spaces by giving at least twenty four hours' prior notice, in writing, except in case of emergencies, to the persons entitled to the same.

**THE FIFTH SCHEDULE AS REFERRED ABOVE**

**(Common parts/ portions/ amenities/ conveniences)**

1. Staircase, lobby and landings of white cement terrazzo mosaic natural stone flooring having windows with standard section of Aluminium/Steel and glass panes with stair cover on the ultimate roof.
2. Electrical wearing on copper conductors and the fittings and fixtures for lighting the staircase lobby and landing and operating lift and other electrical installation.
3. 1 or 2 numbers 5 passengers lift of reputed make in each Block as per requirement.
4. Overhead tank with distribution pipes therefrom connecting to different units and from the underground water reservoir to the overhead tank.
5. Water waste and sewerage evacuation pipes from the units to drains and sewers common to the Housing Complex.
6. Ultimate roof of each block for use by the occupants of the Housing Complex subject to the further construction if any.

**Part- II**

1. Paths, passages and driveways in the Housing Complex other than those reserved for parking of motor car/two wheelers or marked by the VENDOR exclusive to any unit or co-owner.
2. Transformer, electrical sub-station and other accessories and distribution cables, provided for supply of electricity in the Housing Complex and room, if any, in the Ground Floor.
3. Electrical installations with main switch and meter room, if any required.
4. Drains and sewers from the Housing Complex to the Municipality drains.
5. Standby diesel generator set, its panel and the accessories and rooms, if any, for installing the same.

6. Water pump with motor and the underground water reservoir in the premises with water distribution pipes to the overhead tank of each block & room, if any, installing the water pump & motor.
7. Tube well with pumps for water supply through underground and overhead tank.
8. Provisions for cable T.V. connection.
9. Boundary walls and main gate to the Housing complex.
10. Sufficient and the adequate fire fittings arrangements in each Block.
11. Drivers' rest room/s.
12. Servants' toilet/s.
13. Administrative cum caretakers' room.
14. CCTV for security.

**THE SIXTH SCHEDULE AS REFERRED ABOVE**

**(Common Expenses)**

1. MAINTENANCE: The cost and expenses of maintaining, repairing, redecorating and renewing etc. of the main structure and in particular the roof to the extent of the leakage and drainage to the upper roofs, gutters and water pipes for all purposes, drains, electric cables and wires in under or upon the said Housing Complex, main entrance, landings and staircases of the said buildings, boundary walls of the Premises and compound etc. enjoyed or used by the PURCHASER in common with other occupiers. The cost of cleaning and lighting the main entrance, passages, driveways, landings, staircases and other parts of the Housing Complex so enjoyed or used by the PURCHASER in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. OPERATIONAL: All expenses for running and operating all machines equipments and installations comprised in the common parts and common portions including generator, lift, water pump with motor, cable T.V. connection and also the costs of repairing renovating and replacing the same.
3. STAFF: The salaries of and all other expenses of the staff to be employed for the common purposes namely security, electrician, maintenance person, caretaker, plumber, administration persons, accountant, clerk, gardens, sweepers, liftmen etc., including his bonus and other emoluments and benefits.

4. ASSOCIATION: Establishment and all other expenses of the Association or any agency looking after the common purposes until handing over the same to the Association.

5. RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.

6. FACILITIES: All costs and expenses incurred for the installation, maintenance, upkeep and running the facilities as morefully described in Part-II of the Third Schedule.

7. OTHERS: All other expenses and/or outgoings as may be determined by the Vendor and are incurred by the Association for the Common Purposes.



**IN WITNESS WHEREOF** the parties hereby hereto put their respective signature and seal on this Presents on the day, month and year first above written in presence of

**WITNESSES**

1.

2.

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**SIGNATURE OF THE OWNER/VENDOR**

**SIGNATURE OF THE PURCHASER**

Drafted by me

Advocate  
High Court, Calcutta

**MEMO OF CONSIDERATION**

**RECEIVED Rs. XXXX)** towards total consideration from the **PURCHASER**  
in the manner as follows:

**MODE OF PAYMENT**

<b>Date</b>	<b>Bank</b>	<b>Cheque / D.D. No.</b>	<b>Amount (Rs.)</b>
		<b>TOTAL :</b>	XXXX

**(Rupees XXXX only)**

**WITNESSES**

1.

2.

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**SIGNATURE OF THE OWNER/VENDOR**