

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE FOR SALE is made on this the ----- day -----
--, Two Thousand and -----.

CHATTERJEE CONSTRUCTION, a Proprietary Concern, having its place of Business and office at Natunpally Middle Road, P.O. & P.S. – Sonarpur, Kolkata – 700150, represented by its Sole Proprietor **SRI ANUP CHATTERJEE**, Son of Late Kalipada Chatterjee, **PAN – ACBPC4410H**, by faith – Hindu, by Nationality – Indian, by occupation – Business, Residing at Natunpally Middle Road, P.O. & P.S. – Sonarpur, Kolkata – 700150, hereinafter called and referred to as the **VENDOR/OWNER HEREIN** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Successors-in-office, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

SRI/SRIMATI -----, **PAN –** -----, **AADHAAR NO.** -----, Son of -----, by faith – -----, by Nationality – -----, by occupation – -----, Residing at -----, West Bengal hereinafter called and referred to as the **“PURCHASER/PURCHASERS”** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS one Biseswar Chattopadhyaya was the original R.S. recorded owner of ALL THAT piece and parcel 42 decimal of land along with other land at R.S. Dag No. 1692 under R.S. Khatian No. 460, in Mouza – Sonarpur, J.L. No. 39, P.S. – Sonarpur, District – 24 Parganas South.

AND WHEREAS said Biseswar Chattopadhyaya during his life time sold, transferred and conveyed ALL THAT piece and parcel of land in favour of one Aparna Roychowdhury vide registered deed dated 29/08/1961 at R.S.Dag No. 1692 under R.S. Khatian No. 460, at Mouza – Sonarpur, J.L. No. 39, P.S. – Sonarpur, District – 24 Parganas (South) and delivered khas possession to said purchaser.

AND WHEREAS Srimati Aparna Roychowdhury being owner and possessor sold, transferred and conveyed 2 Cottah 1 Chittak 13 Sq. fit. of land in favour of one Santi Sarkar vide registered deed No. 3006 which got registered in Baruipur Registry Office on 26/08/1972 and got recorded herein its Book No. 1, Volume No. -39, Pages from 270 to 275 and on the same date said Aparna Roychowdhury sold transferred and conveyed 2 Cottah 1 Chittak 13 Sq. fit. land in favour of one Asha Majumder vide a registered sale deed which got registered in Baruipur Sub-Registry Office and got recorded therein its Book No. 1, Volume No. -39, Pages from 256 to 260, being No. 3003 and Aparna Roychowdhury delivered unencumbered possession to both of the above mentioned purchasers. Thus Santi Sarkar and Asha Majumder jointly became

owners and possessors of all that 4 Cottah 2 Chittak 26 Sq. Fit. of land in Mouza-Sonarpur, J.L. No. 39, R.S. Dag No. 1692 under R.S. Khatian No. 460, P.S. – Sonarpur, District – 24 Parganas (South).

AND WHEREAS during their life time said Santi Sarkar and Asha Majumder jointly sold, transferred, conveyed 2 Cottah of land in favour of Mihir Kumar Majumder and his father Bipin Behari Majumder on 27/07/1994 vide a registered sale deed which got registered in Sonarpur Sub-Registry Office and got recorded therein its Book No. -1, Volume No. - 66, Pages from 135 to 140, Being No. 4520 for the year 1994 and delivered unencumbered possession to them.

AND WHEREAS said Bipin Behari Majumder died intestate leaving behind Mihir Kumar Majumder(only Son), Naniprava Majumder(widow), and three daughters Dulali Majumder, Jayanti Rani Das & Nilima Das as his legal heirs.

AND WHEREAS said Naniprava Majumder, Dulali Majumder, Jayanti Rani Das & Nilima Das later jointly sold, transferred their 4/5th share of 1 Cottah of land i.e. 12 Chittak 36 Sq. fit. which they got as legal heir of Late Bipin Behari Majumder to other legal heir of Late Bipin Behari Majumder i.e. in favour of Mihir Kumar Majumder vide a registered deed of sale which got registered in Sonarpur Sub-Registry Office on 24/06/1997 and registered in its Book No. -1, Volume No.- 83 and pages from 291 to 296, Being No. 5354. Thus Mihir Kumar Majumder became absolute owner of 2 Cottah of land (1 Cottah vide Deed No. 4520, 12 Chittak 36 Sq, Fit. vide Deed No. 5354 and 3 Chittak 9 Sq. Fit. as legal heir of Late Bipin Behari Majumder) in R.S. Dag No. 1692 under R.S. Khatian No.-460 in Mouza – Sonarpur, J.L. no.- 39, P.S. & A.D.S.R. Office at Sonarpur, Ward No. – 12 under Rajpur Sonarpur Municipality, District – 24 Parganas (South).

AND WHEREAS said Mihir Kumar Majumder also got his name mutated with Rajpur Sonarpur Municipality under Holding No. – 260 Natunpally (Paschim).

AND WHEREAS said Mihir Kumar Majumder also constructed three brick built shop on his said 2 Cottah of land and possessed the same and for his urgent need of money said Mihir Kumar Majumder vide registered deed No. 11861 sold, transferred and conveyed all that a 105 Sq. Fit. shop room in favour of one Mousumi Nag and said sale deed got registered on 11/10/2010 in Sonarpur Sub-Registry Office and recorded therein its Book No.-1, C.D. Volume No-29, Pages from 3014 to 3039. Said Mousumi Nag also got her name mutated under Holding No. 463, Ward No. -12 , Rajpur Sonarpur Municipality . Said Mihir Kumar Majumder again sold, transferred and conveyed one

112 Sq. fit. Shop room to one Sambo Mridha vide sale deed No. 1000 which got registered in Sonarpur Sub-Registry Office on 17/03/2017 and recorded therein its Book No. -1, C.D. Volume No. 1608, pages from 21283 to 21301.

Said Mihir Kumar Majumder again sold, transferred and conveyed to one Dhani Rani Dhali all that a 109 sq. fit. shop room vide registered sale deed No. 6144 of 2005 which got registered in Sonarpur Sub-Registry Office on 22/08/2005 and got recorded therein its Book No. -1, Volume No. 117 pages from 137 to 144. Said Dhani Rani Dhali also mutated her name under Holding No. 433 Natunpally (paschim), Ward No. -12, under Rajpur Sonarpur Municipality. During her possession as 109 sq. fit. shop room owner, said Dhani Rani Dhali died intestate leaving behind Hari pada Dhali(widower) Pritish Kanti Dhali(Son), Pijus Kanti Dhali(Son) as her legal heirs, Thus all the above mentioned three persons became the joint owner of 109 sq. fit. shop room of Late Dhani Rani Dhali.

AND WHEREAS for urgent need of money said Mihir Kumar Majumder (Owner of 2 Cottah land), Mousumi Nag (Owner of 105 sq. fit. Shop Room), Sambo Mridha (Ownerr of 112 sq. fit. Shop Room), and Haripada Dhali, Pritish Kanti Dhali, Pijus Kanti Dhali(all joint owner of 109 Sq. fit. Shop Room) sold, transferred and conveyed all that 1 Cottah 8 chittak 34 sq. fit. open land along with three afore mentioned shop rooms measuring 326 sq. fit. and their 326 sq. fit. roof there upon and land beneath the 326 sq. fit. shop rooms in favour of CHATTERJEE CONSTRUCTION a proprietorship firm represented by Shri Anup Chatterjee vide registered sale deed No. 1309 of 2020 registered at Sonarpur Sub-Registry Office on 11/03/2020 and recorded therein Book No. – 1, C.D. Volume No. – 1608, pages from 34861 to 34899 and Chatterjee Construction got unencumbered possession there upon.

AND WHEREAS One Archana Basu wife of Mahendra Narayan Basu vide registered deed No.-3001 purchased all that piece and parcel of 4 Cottah 8 Chattak of land at R.S. Dag No. 1692 under R.S. Khatian No. 460 along with other land in Mouza- Sonarpur, J.L. No. – 39, P.S.- Sonarpur, District – 24 Parganas (South) registered on 26/08/1972 in Sonarpur Sub- Registry Office and said deed got recorded therein its Book No. 1, Volume No. 32 Pages from 248 to 251 and got unencumbered possession there upon.

AND WHEREAS during the lifetime of said Archana Basu she, for her legitimate requirement of money, sold, transferred and conveyed aforementioned 4 Cottah 8 Chittak, land in R.S. Dag No. 1692 in favour of one Kalipada Paul vide registered deed No. 1376 which got registered in Sonarpur Sub-Registry Office on 05/07/1977 and got

recorded therein its Book No. 1, Volume No. 24, Pages from 82 to 85 and said purchaser Kalipada Paul got absolute possession over the said land.

AND WHEREAS said Kalipada Paul died intestate leaving behind Jharna Paul(widow), Ruma Roy (daughter), Jhuma Roy (daughter), Sampa Bhowmik (daughter) and Debasish Paul (only son) as his legal heir.

AND WHEREAS Leaving land for road/common passage during their joint possession of 3 Cottah 14 Chittak of land out of 4 Cottah 8 Chittak of land. Said Jharna Paul, Ruma Roy , Jhuma Roy & Sampa Bhowmik vide a registered Gift Deed No. 4193 for the year 2021 transferred their 4/5th share i.e. 3 Cottah 1 Chittak 27 sq. fit. of land in favour of their son and brother Debasish Paul. Said Debasish Paul already possessed as legal heir of said Late Kalipada Paul 12 Chittak 18 sq.fit. of undivided land. Thus vide Gift Deed No. 4193 which was registered on 07/04/2011 registered in Sonarpur Sub-Registry Office on 7/04/2011 and recorded in its Book No. 1, C.D. Volume No. 9, Pages from 6016 to 6041 and also as legal heir of Late Kalipada Paul said Debasish paul became absolute owner of total 3 Cottah 14 Chittak of land.

AND WHEREAS During his possession as absolute owner said Debasish Paul again transferred 3 Cottah of land out of his 3 Cottah 14 Chittak in favour of his mother Jharna Paul vide a registered Deed of Gift which got registered in Sonarpur Sub-Registry Office on 26/05/2011 and recorded therein its Book No. 1, C.D. Volume No. 14, Pages from 1409 to 1419, being No. 6055 for the year 2011.

AND WHEREAS one Paresh Chandra Paul of Nautnpally Sonarpur vide a registered sale deed purchased 4 Cottah 8 Chittak of land in same Dag i.e. in R.S. Dag No. 1692, which was more fully described in Schedule A herein from then owner and possessor Haridas Majumder of K.P.Roy Road, Haltu and said sale deed got registered in Sonarpur Sub-Registry Office on 05/07/1977 and recorded therein its Book No. 1, Volume No. 25, Pages from 52 to 55, Being No. 1375 for the year 1977.

AND WHEREAS During his absolute ownership and possession said Paresh Chandra Paul vide a registered sale deed sold, transferred and conveyed said 4 cottah 8 Chittak of land in favour of Jharna Paul which was registered in Sub-Registry Office, Sonarpur and recorded therein its Book No. 1, Volume No. 39, Pages from 160 to 166, Being No. 3029 for the year 1988.

AND WHEREAS After said purchase Jharna Paul constructing a building upon said land morefully described in Schedule A herein below and residing there in enjoyed the said property as absolute owner and possessor. During her possession said Jharna

Paul vide Gift Deed No. 4155 transferred said 4 Cottah 8 Chittak of land and building there upon in favour of her son Debasish Paul and said Deed of Gift got registered in Sonarpur Sub-Registry Office on 06/08/2011 and recorded therein its Book No. 1, C.D. Volume No. 9 pages from 4618 to 4630, Being No. 4155 for the year 2011 and said donor also delivered possession to the donee.

AND WHEREAS As in said Gift Deed No. 4155 of 2011 some mistakes crept in vide Declaration Deed No. 2555 for the year 2013 registered on 29/08/2013 in Sonarpur Sub-Registered Office and recorded in its Book No. 4, C.D. Volume No. 4, Pages from 4799 to 4806 said Debasish Paul corrected the error.

AND WHEREAS during their possession said Jharna Paul and Debasish Paul for urgent need of money jointly sold, transferred and conveyed 4 Cottah 8 Chittak land (Jharna Paul 3 Cottah of Land which she got vide Gift Deed No. 6055 of 2011 & Debasish Paul 1 Cottah 8 Chittak of land out of which 10 Chittak from Gift Deed No. 4151 for the year 2011 and balance 14 Chittak as remaining land from his 3 Cottah 14 Chittak land from which he earlier gifted 3 Cottah land to Jharna Paul vide Gift Deed No. 6055 for the year 2011) in favour of CHATTERJEE CONSTRUCTION vide a registered Deed of sale which was executed on 11/03/2020 and registered on 12/03/2020 in Sub-Registry Office Sonarpur and got registered in its Book No. 1, Volume No. 1608, Pages from 35726 to 35754, Being No. 1329 for the year 2020 and also delivered possession to the purchaser CHATTERJEE CONSTRUCTION.

Thus vide purchase deed No. 1309 for the year 2020 and purchase deed No. 1329 for the year 2020 CHATTERJEE CONSTRUCTION the Vendor herein became absolute owner and possessor of all that a piece and parcel of 6 Cottah 8 Chittak of land in Mouza- Sonarpur, J.L. No. 39, C.S. Dag No. 1695, R.S. Dag No. 1692 under C.S. Khatian No. 586, R.S. Khatian No. 460, Ward No. – 12 under Rajpur Sonarpur Municipality, A.D.S.R. Office and P.S.- Sonarpur, District 24 Parganas South.

AND WHEREAS after purchase said CHATTERJEE CONSTRUCTION amalgamated all holdings of the said land which is morefully described in SCHEDULE – A herein below, into a single holding being its No. 260 Natunpally (Paschim), Ward No.- 12, Rajpur Soanrpur Municipality and also converted said land measuring 6 Cottah 8 Chittak into Bastu and complying all statutory rules and regulations of Rajpur Sonarpur Municipality submitted and obtained Sanction Plan No. 123/CB/12/06/20-21 dated 22/12/2020 and started construction of a G+III storied building and/or almost completed said Residential-cum-Commercial Building which is known as “ NAMITA APPARTMENT”

AND WHEREAS The said Chatterjee Construction (Vendor/Developer, herein) has started/ completed the process of construction of the said G+III Storied Commercial–Cum-Residential Building within the said Holding No. 260, Nutanpally Paschim, P.O. & P.S. Sonarpur, under Ward No. 12, under Rajpur–Sonarpur Municipality, in accordance with sanctioned building plan, Building Rules and other provisions of Rajpur Sonarpur Municipality.

AND WHEREAS CHATTERJEE CONSTRUCCION the Vendor herein with the intention to construct a G+III storied Residential cum Commercial Building upon the land morefully described in the **FIRST SCHEDULE** herein submitted a Building Plan to the concerned Rajpur Sonarpur Municipality and said Building Plan got Sanctioned on 22.12.2020 vide Building Plan No. 123/CB/12/06/20-21.

AND WHEREAS Purchaser/Purchasers have inspected the construction of the said building thoroughly and examined and checked the title of the Vendor and also the sanctioned plan and have become satisfied fully about the marketable right of the Vendor in respect of all that piece and parcel of a self contained residential Flat No. ---- measuring carpet area --- sq. fit. built-up area ----- sq. fit. **Super Built-up area -----sq. fit.** be the same a little more or less situated on the -----side of the -----Floor of the said G+III storied building, hereinafter referred to as the “**said Flat**” morefully and particularly described in the **SECOND SCHEDULE** hereunder written lying and situated on the land which is fully described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the Vendor has assured and informed the Purchaser/Purchasers that their title in respect of the said property is free from all encumbrances, charges, demands, disputes, lispendences, acquisition and requisition, whatsoever.

AND WHEREAS by virtue of an agreement for sale dated ----- made between the Purchaser/Purchasers herein and the Vendor herein, the Purchaser/Purchasers herein agreed to purchase said Flat No. ----- measuring more or less carpet area --- sq. fit. built-up area ----- sq. fit. **Super Built-up area -----sq. fit.** situated at ----- side on the -----Floor more fully and particularly mentioned in the **SECOND SCHEDULE** hereunder written together with undivided proportionate indivisible and impartible share of the land morefully and particularly mentioned in the **FIRST SCHEDULE** hereunder written together with the right to use the other common areas and facilities attached to the said property, free from all encumbrances, charges, demands, disputes, lispendences, acquisition and requisition whatsoever, but subject to observance of the terms and conditions and covenant hereunder written for and at a consideration price of Rs. ----- (Rupees-----) only and the Vendor agreed to such proposal being satisfied as the same was the highest market price.

AND WHEREAS in terms of the said agreement, the Vendor herein have agreed to sell and transfer one self contained Flat no. ----- situated at the -----side on the ----- Floor, which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written and delineated in the Map or Plan annexed hereto bordered with **RED** colour, of the said building at a total agreed consideration of Rs. ----- (Rupees-----) only together with proportionate share of land soil underneath and for whereupon the said building has been erected or constructed together with the right of common space, passages, paths, water and water courses, drainages, sewerages, stair case, landing, boundary wall and other open spaces, common path of the properties necessary and convenient of its exit and entrance, maintenance for common use, motor pump, septic tank, water reservoir and tank, W.B.S.E.D.C.L. electricity connection and the description of common facilities and common enjoyment and common parts and areas and rights, which has been mentioned more fully and particularly in the **THIRD SCHEDULE** hereunder written with lawful aforesaid consideration price, and also undertake to pay all the common charges, fees, duties, levies, rents, impositions, outgoings etc. as may be required for the purpose of the said flat and also for purposes of the said building with other owners, occupiers of the building or flat/apartment holders thereto as more fully and particularly described in the **FOURTH SCHEDULE** hereunder written.

NOW THIS INDENTURE WITNESSETH that In pursuance of the said agreement and in consideration of the said sum of Rs.----- (Rupees-----) only trust paid by the purchaser to the Vendor in the manner stated in the memo of consideration hereunder written, the receipt whereof the Vendor hereby admits and acknowledges and from the payment of the same and every part thereof for ever acquit, release, exonerate and discharge the purchaser as well as the said flat along with the proportionate undivided un-demarcated share and right, title and interest over the said land and premises with the facilities in common with other owner/owners or occupiers thereto. The Vendor/Developer do hereby grant, sell, transfer, convey, assign and assure unto the Purchaser ALL THAT one self contained Flat No.----- containing a carpet area --- sq. fit. built-up area ----- sq. fit. **Super Built-up area -----sq. fit** situated at ----- side, on the -----Floor, of the said G+III storied building of Holding No. 260, Natunpally, Ward No. 12 of Rajpur Sonarpur Municipality, P.S.- Sonarpur, District-South 24 Parganas which is morefully and particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the said flat together with the undivided proportionae share of the land underneath together with easements, rights thereto and other rights, privileges, benefits, advantages, liabilities, liberties, duties in common with other having covenants conditions and stipulations etc. to enjoy and possess all

common roads, passages, advantages thereto or reputed to belong to the estate, right, title, interest, claim and demand of the Vendor upto and upon the said land proportionately incurring proportionate expenses for the said common portion out of cost and expenses of the Purchaser/Purchasers and the other co-owners **TO HAVE AND TO HOLD** the same absolutely and forever in the manner aforesaid free from all encumbrances, charges, trusts, claims, demands over the said **Flat No. ----** situated at - ---- side, on the -----Floor, of the said G+III storied building(NAMITA APPARTMENT) having right to use, occupy, own possess the said flat as mentioned in the **SECOND SCHEDULE** hereunder written exclusively with co-owners or occupiers of the building subject to the purchaser/purchasers paying and discharging taxes and impositions or outgoing for the same and common expenses as per imposed or levied for the said flat and other outgoings so long separate assessment is not made for the said flat in the name of the purchaser/purchasers.

The Vendor/Developer do hereby covenant with the purchaser/purchasers as follows:-

1. **NOTWITHSTANDING**, anything hereinbefore done or suffered to the contrary. the Vendor/Developer have good and absolute right, title and authority to grant, convey, transfer, assign and assure the said all that piece and parcel of flat mentioned in the **SECOND SCHEDULE** hereunder written along with common area with facilities as described hereunder and all the rights, privileges and appurtenances thereto belonging and hereby sold, conveyed and transferred to the purchasers in the manner aforesaid and that the Vendor/Developer has not done or suffered knowingly from anything whereby the said flat may be encumbered, affected or impeached in estate, title or otherwise.
2. That there is no encumbrances, charges, trust, liens, attachments, claim or demand whatsoever now subsisting etc. or proceeding and has not been offered as security or otherwise to any court or revenue authority.
3. That the purchaser shall henceforth peaceably and quietly hold, possess and enjoy the right, title and interest or profits derivable from any out of the said flat without any hindrance, interruption, claim, disturbances or demand from or by the Vendor or any person or persons claiming through or under or in trust for the Vendor without any lawful eviction, hindrance, interruption or disturbances by any person or persons whatsoever.
4. All the taxes, land revenue and other impositions payable in respect of the said flat up to the date of handing over the possession of the same to the purchasers, shall be paid by the Vendor/Developer and if any portion of any tax, impositions etc. be found to have remained nonpaid for the period as mentioned above,

liability shall be recoverable from the date to delivery of possessions unto the purchasers and the purchasers shall pay the entire taxes and outgoings in respect of the said flat.

5. The Vendor/Developer shall at all times do and execute all such acts, deeds, things and assurances as may be reasonably required by the purchasers for better or further effectuating and assuring the conveyance hereby made or the title of the purchasers to the property hereby sold and conveyed or any mistake or deficiency in the extent of description or other particulars of the said property.
6. The Purchaser, and his heirs, executors and assigns shall have good right, title and full power and absolute authority to grant, transfer, mortgage, sell, convey and assign the said flat.
7. The Purchaser shall not cause any obstruction to the others in any manner in the entrance or exit or any common space in the premises, keep any dirt/rubbish/refuse etc. save and except the place reserved for the said purpose.
8. The Purchaser/Purchasers shall pay the proportionate share of tax of the premises with other co-owners until or unless their taxes are separately assessed by the Rajpur Sonarpur Municipality.
9. That the Purchaser shall not store any inflammable article, fireworks install any machineries, electrical motor and/or start any Commercial business in the said flat which may cause sound pollution /air pollution, smoke etc. to the occupant of the other flat in the building.
10. That the Purchaser shall pay the proportionate share of premium of the Insurance for the said building if any.
11. The Purchaser shall also bear all other cost and expenses proportionately for the building or any common part or space thereof with the other flat owners herein including proportionate share of the assessed amount by the Rajpur Sonarpur Municipality and Land revenue.
12. The Purchaser have declared that they have no claim in respect of the other constructed area or other saleable spaces in the premises, save and except the flat hereby conveyed and common area and common facilities specified by the Vendor/Developer herein.
13. The Purchaser also declares that the exclusive right of the Vendor shall remain for any addition or modification or commercial exploitation to construct the said building with prior permission of the Rajpur Sonarpur Municipality except the flat hereby conveyed.

THE FIRST SCHEDULE ABOVE REFFERED TO :

(Description of the said Land \ Entire Property)

ALL THAT a piece and parcel 6 Cottah 8 Chittak of land in Mouza – Sonarpur, J.L. No. – 39, C.S. Khatian No. 586, R.S. Khatian No. 460, C.S. Dag No. 1695, R.S. Dag No. 1692, Holding No. – 260 (Natunpally, Paschim), Ward No. – 12 under Rajpur Sonarpur Municipality, P.S. and A.D.S.R. Office – Sonarpur, District 24 Parganas (South).

THE PROPERTY IS BUTTED AND BOUNDED BY:

ON THE NORTH: 10' Common Passage.

ON THE SOUTH: 8' Common Passage.

ON THE EAST: Natunpally Central Road.

ON THE WEST: Property of Ranjit Dey and Debasish Paul

THE SECOND SCHEDULE ABOVE RFFERED TO

(Description of the Flat agreed to be sold)

ALL THAT a self contained Flat being **Flat No ----- on ---- Floor in ----- side**, measuring -----Sq. Fit Carpet Area, ----- Sq. Fit. Built –Up Area, -----**Sq. Fit. Super Built-up Area** more or less consisted of -----Bed Rooms, Dining Room, one Kitchen, Two Toilets and a Balcony in the said new G+IV storied building constructed upon the land more fully described in the FIRST SCHEDULE herein above **TOGETHER WITH** the undivided proportionate impartibly share in land and right of easement on the common passage and right of common areas & facilities of the said building **NAMITA APARTMENT, which is morefully described in THIRD SCHEDULE herein under.**

ON THE NORTH: -----

ON THE SOUTH: -----

ON THE EAST: -----

ON THE WEST: -----

---: **THE THIRD SCHEDULE ABOVE REFFERED TO: ---**

PART – I

(Common Parts and portions)

- a) Staircase from ground Floor to top floor, ultimate roof of the building.
- b) Landing/hand railing and other fixture installed in the staircase.
- c) Common passage for ingress and egress from main Municipal Road to the building.

- d) Sewerage, septic tank, drainage, electric connections, connected installations in the building.
- e) Overhead and underground Reservoirs, Motor Pump, Water Supply, Water eviction pipes, fittings save and except the installations made inside the said flat.
- f) Foundations, columns and outside walls of the building including the boundary walls of the entire premises.
- g) All electrical installations, common Electric Meter Space, fixture, fittings in respect of the entire building as would be specified by the Developer/Vendor. Such other equipments, installations, fixtures and fittings in respect of entire building/premises as would be specified by the Vendor from time to time.

PART – II

(The Easements)

- 1) Rights of vertical and lateral supports;
- 2) Rights of using the common passage and utility of the common installations, e.g. water, electricity etc.
- 3) Rights of passage of electrical, water, telephone and other cables and pipes through every part of the Building including all the units therein.
- 4) Rights of entry with reasonable notice for the Purpose of repair and maintenance of any unit in the building provided in emergent circumstances such rights can be enjoyed without any notice.
- 5) Rights of entry and do the necessary works for repainting, repairs, renovation of every part of the Building over each of the Unit therein.
- 6) Rights of common enjoyment of all common paths, and common portions in the premises and in the building including the right to go the terrace for the purpose of maintaining and managing the common parts.
- 7) None of the parties will be entitled to block any passage or to alter any common passages, which includes the Vendors, other flat owners, including the purchaser herein in the said building at the said premises.

----: THE FOURTH SCHEDULE REFERRED TO ABOVE : -----

(The Common expenses and maintenance of the building)

- a) The Expenses for maintenance, operating, re-white washing, re-painting, redecorating and lighting the common portions including the outer walls of the building and boundary walls, water pump with motor etc.
- b) The salaries and other expenses for all persons employed for the common purpose.

- c) All charges and deposits for supplies of common utilities;
- d) Municipal and other rates, taxes and levies and all other outgoing save those separately assessed or incurred in respect of the Unit/Flat.
- e) Cost of establishment and operations of the Association relating to the Common Purpose.
- f) Litigation expenses incurred for the common purposes.
- g) Office administrative over-head expenses incurred for maintaining the officer for Insurance of the Building.
- h) The Purchaser at his/her own costs and expenses will make emergency repair if it relates to his Unit/Flat and bear proportionate costs and expenses if it relates to the common areas and facilities to prevent any damage of the Building.

AND the other expenses and outgoings as deemed by the Vendors or by the Association upon its formation and taking over maintenance and management of the building as necessary or incidental for the common purpose including for creating a fund for replacement, renovation, repainting and/ or periodic repainting of the common portion or areas. The Purchaser shall have to bear proportionate maintenance cost even if he rents or remains absent from the flat.

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

SIGNED, SEALED AND DELIVERED

By the VENDOR/DEVELOPER above named

In the presence of:-

1.

SIGNATURE OF THE VENDOR/DEVELOPER

2.

SIGNATURE OF THE PURCHASER

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. -----(----- **only**) out of total consideration of Rs. ----- for sale of the said ----- on ----- Floor in ----- side, at the said Holding as per Memo below:

MEMO OF CONSIDERATION

Date	Mode	Amount
-------------	-------------	---------------

(Rupees ----- only)

Witnesses:

1

SIGNATURE OF VENDOR/DEVELOPER

2.