

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ day of _____, Two Thousand Twenty Three (2023) of Christian Era

BETWEEN M/S. J. K. OVERSEAS PVT. LTD. (PAN- AACCCJ3005F)
a company incorporated under the Companies Act, 1956, having its office at 100J, Kari Marx Sarani, Police Station – Watgunj, Kolkata – 700 023, represented by its Director Sri Jitendra Kumar Shaw, **(PAN- ALKPS0419G)**, son of Late Kartik Chandra Shaw, by faith- Hindu, by Occupation - Service, by Nationality- Indian, residing at 23, Bondel Road, Post Office – Karaya, Police Station – Karaya, Kolkata – 700 019, District South 24 Parganas, West Bengal represented by its constituted Attorney **SRI SHIB SHANKAR PASWAN**, son of Late Raghunath Paswan, **(PAN- AIOPP4419N)**, **(Mobile No.9831082751)(Aadhaar No. 667773591610)** by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 139/1, Rajdanga Krishna Garden, P.O.- E.K.T.P. P.S. Kasba, Kolkata – 700 107, District South 24 Parganas, West Bengal carrying out of business as a

M/s. S.S. Enterprise
Shib Shankar Paswan
Proprietor

Proprietor of **M./S. S. S. Enterprises**, a proprietorship firm having its registered office at 71, Rajdanga Main Road, P.S. Kasba, P.O.- E.K.T., Kolkata – 700107, District South 24 Parganas, which document was registered on 14.08.2019 before D.S.R.-III, Alipore, South 24 Parganas, recorded Vide Book No. I, Volume No.1603-2019, Pages from 89358 to 89376, being No.160302786, for the year 2019, hereinafter referred to as the “**VENDOR**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

-**AND**-

(1) **MR.** (**PAN-**), son of
, by faith- Hindu, by Nationality – Indian, by
 Occupation – Service, residing at..... Post
 Office -, Police Station -, Kolkata - , (Mobile
 No.-----) (2) **MR.**
..... (**PAN-**), son of
, by faith – Hindu, by

Nationality – Indian, by Occupation – Retired, residing at
 Post Office -, Police Station -
, Kolkata - , (Mobile No.-----

-) hereinafter jointly referred to as the **“PURCHASERS”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, successors, administrators, legal representatives and/or assigns) of the **SECOND PART.**

AND

M/S. S. S. ENTERPRISE, a proprietorship firm having its registered office at 71, Rajdanga Main Road, P.O.- E.K.T.P, P.S. Kasba, Kolkata – 700 107, District South 24 Parganas, West Bengal, represented through its proprietor namely **SRI SHIB SHANKAR PASWAN**, son of Late Raghunath Paswan, (**PAN- AIOPP4419N**), (**Aadhaar No. 667773591610**), (**Mobile No.9831082751**) by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 139/1, Rajdanga Krishna Garden, P.O.- E.K.T.P. P.S. Kasba, Kolkata – 700 107, District South 24 Parganas, West Bengal hereinafter referred to as the **“DEVELOPER”**(which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its respective heirs, executors, administrators, successors-in- office, legal representatives and assigns) of the **THIRD PART;**

WHEREAS by a registered Deed of Sale dated 13th day of October, 2014, made between Sayazed Hossain, Rabial Hossain and Noor Hossain became the joint owners therein referred to as the Vendors, and the said Vendors sold transferred and conveyed against valuable consideration of **ALL THAT** piece and parcel of Bastu land measuring about 04 (Four) Cottahs 13 (Thirteen) Chittacks 35 (Thirty Five) Sq.ft. more or less with a tile shed kanchha structure

measuring about 100 Sq.ft. standing thereon lying and situate at Mouza- Kasba, J.L. N.13, under R.S. Khatian No. 1946 and 1993, under R.S. Dag No. 3727, Police Station- Kasba, Kolkata – 700 107, District – South 24 Parganas, within the limits of the Kolkata Municipal Corporation being premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, having Assessee No. 31- 107-16-3951-8, under Ward No. 107, District – South 24 Parganas, and the said deed was registered before Additional Registrar of Assurances- I, Kolkata, and recorded in Book No.1, C.D. Volume No. 23, Pages from 3765 to 3789, Being No. 09342, for the year 2014, in favour **M/S. J.K. OVERSEAS PVT. LTD.** Represented by its one of the Director Mr. Jitendra Kumar Shaw became the sole and absolute owner of the scheduled land with structures together with all easement right thereto and enjoyed peaceful possession of the same and absolutely seized and possessed of the same or otherwise became sufficiently entitled to the scheduled property in its entirety;

AND WHEREAS the **M/S. J.K. OVERSEAS PVT. LTD.** herein became the absolute owner of the aforesaid property and while seized and possessed of the same mutated its own name in the record of Kolkata Municipal Corporation which became known and numbered as Premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, having Assessee No. 31-107-16-3951-8, under Ward No. 107, District – South 24 Parganas and mutated its own name in the B.L. & L.R.O. of the said Property in Mouza- Kasba, L.R. Khatian No. 805, under L.R. Dag No. 3727, Police Station – Kasba, Kolkata – 700 107, as morefully described in the First Schedule thereunder and hereunder written and has been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

AND WHEREAS due to various constraint accompanied by lack of fund efforts to carry on such development project out of his own resources as the owner, was in search of a competent person having vast experience in development work including construction of several storied building.

AND WHEREAS after knowing the intention of the aforesaid owner, Second Party/Developer approached to the owner with proposal to construct such several storied building as per sanctioned building plan and after protracted negotiation between the parties, the owner finally announced his approval.

AND WHEREAS the Vendor herein intended to develop the said property at premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, District South 24 Parganas, as mentioned in the First Schedule hereunder written and duly approached to the Developer/ **M/S. S. S. ENTERPRISE**, a proprietorship firm having its registered office at 71, Rajdanga Main Road, P.O.- E.K.T.P, P.S. Kasba, Kolkata – 700 107, District South 24 Parganas, West Bengal, represented through its proprietor namely **SRI SHIB SHANKAR PASWAN**, son of Late Raghunath Paswan, residing at 139/1, Rajdanga Krishna Garden, P.O.- E.K.T.P. P.S. Kasba, Kolkata – 700 107, District South 24 Parganas, West Bengal and the Developer agreed to develop the said property at its own cost and entered into Development Agreement with the Owner executed and /or registered on 14.08.2019 under certain terms and conditions stated therein which document was recorded in the office of the District Sub- Registrar -III Alipore, South 24 Parganas, Vide Book No.1, Volume No. 1603-2019, Pages from 88968 to 89023, Deed No.160302782, for the year 2019.

AND WHEREAS the Vendor herein simultaneously executed a Registered Power of Attorney on 14.08.2019 in favour of the Developer/ **M/S. S. S. ENTERPRISE**, a proprietorship firm having its registered office at 71, Rajdanga Main Road, P.O.- E.K.T.P, P.S. Kasba, Kolkata – 700 107, District South 24 Parganas, West Bengal, represented through its proprietor namely **SRI SHIB SHANKAR PASWAN**, son of Late Raghunath Paswan, residing at 139/1, Rajdanga Krishna Garden, P.O.- E.K.T.P. P.S. Kasba, Kolkata – 700 107, District South 24 Parganas, West Bengal herein which document was registered on 14.08.2019 before D.S.R.-III, Alipore, South 24 Parganas, recorded Vide Book No. I, Volume No.1603-2019, Pages from 89358 to 89376, being No.160302786, for the year 2019.

AND WHEREAS in terms of the said agreement for development the Developer herein gradually raised structures thereon as per the sanctioned (G+IV) storied Building Permit Plan No. 2023120349, dated 30.10.2023, for duly sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS according to the said Development Agreement the Developer have been fully empowered to construct a new building on the said land according to the said sanctioned building plan and shall have right to sell the **Developer's Allocation** of the said building to the Intending Purchasers.

AND WHEREAS thereafter the Developer herein constructed a G+IV storied residential building on the First Schedule property i.e. Kolkata Municipal Corporation being premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, having Assessee

No. 31-107-16-3951-8, under Ward No. 107, District South 24 Parganas, according to the sanctioned building Plan No. 2023120349, dated 30.10.2023 and after the said construction the Developer delivered the Owner's Allocated portion to the owner according to the terms of said Development Agreement dated 14.08.2019 and the Developer desired to sell the remaining portion of the said building to the intending Purchaser or Purchasers as **Developer's Allocation**.

AND WHEREAS the Purchasers herein having inspected the title deeds of the Schedule property and other relevant documents and being satisfied with right title and interest of the Vendor and Developer made a proposal to the Owner/Developer for purchase of **ALL THAT** the 1(one) self contained residential Flat No. on the **..... FLOOR**, **..... Side**, measuring about Sq. ft. be the same little more or less **BUILT UP AREA**, consisting of 3 (Three) Bed Rooms, 1 (one) Drawing - Cum –Dining– cum- Living Room, 1 (one) Kitchen Room, 2(Two) Toilets, 1(one) Verandah, alongwith right to use 1(one) Car parking Space on the **GROUND FLOOR** in the newly constructed building at the Kolkata Municipal Corporation being Premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, District South 24 Parganas, which is morefully described in the **SECOND SCHEDULE** herein below along with undivided proportionate share of land described in the **FIRST SCHEDULE** herein below with common facilities which is described in the **THIRD SCHEDULE** herein below which is common expenses in the **FOURTH SCHEDULE** herein below and with common expenses which is described in the **FIFTH SCHEDULE** herein below which is at or for the total consideration price of **Rs.....(Rupees**

.....) **only** of the above mentioned Flat and Car Parking space.

AND WHEREAS the Owner/Vendor as well as the Developer have agreed to sell and the Purchasers have agreed to purchase of **ALL THAT** the 1(one) self contained residential Flat No. on the **..... FLOOR**, **Side**, measuring about Sq. ft. be the same little more or less **BUILT UP AREA**, consisting of 3 (Three) Bed Rooms, 1 (one) Drawing - Cum – Dining-cum- Living Room, 1 (one) Kitchen Room, 2(Two) Toilets, 1(one) Verandah, alongwith right to use 1(one) Car parking Space on the **GROUND FLOOR** in the newly constructed building at the Kolkata Municipal Corporation being Premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, District South 24 Parganas, which is morefully described in the **SECOND SCHEDULE** herein below along with undivided proportionate share of land described in the **FIRST SCHEDULE** herein below with common facilities which is described in the **THIRD SCHEDULE** herein below which is common expenses in the **FOURTH SCHEDULE** herein below and with common expenses which is described in the **FIFTH SCHEDULE** herein below and hereinafter referred to as the “ said Flat and Car Parking ” at or for the total consideration price of **Rs..... (Rupees****) only** of the above mentioned Flat and parking Space and the Vendor/Developer herein having accepted the proposal of the Purchasers both the parties hereto entered into an Agreement for Sale on_____under terms and conditions stated therein.

AND WHEREAS the Vendor/Developer hereto declare and confirm their respective, right, title and interest in the said property

and record the terms for sale and transfer of the said _____
FLOOR Flat and right to use **PARKING SPACE** to the Purchasers herein, as stated hereunder.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS
FOLLOWS:-**

1. That in pursuant to the said Agreement and in consideration of the said sum of **Rs.----- (Rupees --- -----)** only being paid to the DEVELOPER by the PURCHASERS herein as per the MEMO of agreed consideration mentioned hereunder and the receipt of which being the full payment of consideration money hereby payable to the DEVELOPER and the same is being admitted and acknowledged by the DEVELOPER the Vendor/Developer herein doth hereby sell, transfer, convey, assure and assign unto and in favour of the **ALL THAT** the 1(one) self contained residential Flat No. on the **..... FLOOR**,
..... **Side**, measuring about Sq. ft. be the same little more or less **BUILT UP AREA**, consisting of 3 (Three) Bed Rooms, 1 (one) Drawing - Cum -Dining-cum- Living Room, 1 (one) Kitchen Room, 2(Two) Toilets, 1(one) Verandah, alongwith right to use 1(one) Car parking Space on the **GROUND FLOOR** in the newly constructed building at the Kolkata Municipal Corporation being Premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, District South 24 Parganas, which is morefully described in the **SECOND SCHEDULE** hereunder written and **TOGETHER WITH** proportionate undivided share of the land as defined in the First Schedule hereto of or in the land comprised in the said premises of the **KOLKATA MUNICIPAL CORPORATION**, being premises No. 440, Rajdanga Main Road,

Police Station – Kasba, Kolkata – 700 107, District South 24 Parganas, which is morefully described in the First Schedule here under **TOGETHERWITH** the exclusive right to own, use, occupy and/or to transfer the said flat and/or unit and Car Parking Space being described in the Second Schedule written hereunder AND also the right to use and enjoy all the common parts and/or common spaces in common with the Co - shares and/or occupiers of the building and/or other flat owners and space owners of the building which is morefully described in the Third Schedule, Fourth Schedule and Fifth Schedule written hereunder AND reversion or reversions, remainder or remainders and to receive rents issues and profits arising out of the properties and or the flat and Car Parking Space being hereby conveyed AND **ALL THAT** the 1(one) self contained residential Flat No. on the **..... FLOOR,**

..... **Side,** measuring about Sq. ft. be the same little more or less **BUILT UP AREA,** consisting of 3 (Three) Bed Rooms, 1 (one) Drawing - Cum –Dining–cum- Living Room, 1 (one) Kitchen Room, 2(Two) Toilets, 1(one) Verandah, alongwith right to use 1(one) Car parking Space on the **GROUND FLOOR** in the newly constructed building at the Kolkata Municipal Corporation being Premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, District South 24 Parganas, which is morefully described in the **SECOND SCHEDULE** herein below the estate right title interest property claim and demand whatsoever of VENDOR/DEVELOPER into and upon the proportion hereby conveyed or expressed or intended so to be and every part or parts thereof respectively or arising out there from TOGETHERWITH their and every of their respective rights liberties and appurtenances whatsoever to and unto the use of

the PURCHASERS free and clear and freely and clearly and free from all encumbrances, trust, liens, lispendense, mortgage, attachments, encumbrances of whatsoever (save only those as or are expressly mentioned herein) AND TOGETHERWITH easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said premises and the said flat or unit and Car Parking Space (including the said undivided impartible proportionate share of land in the said premises and or the said interest in respect of the said flat and Car Parking Space) together with common areas and facilities to be enjoyed together with common areas and facilities to be enjoyed by the Co-owners or other flat owners as mentioned in the 3rd Schedule hereunder written. **TO HAVE AND TO HOLD** the undivided impartible proportionate share of land of the said premises in respect of the said flat and Car Parking Space all other benefits and rights and/or the said interest hereby sold and conveyed transferred or expressed or intended so to be and every part or parts thereof respectively or arising out therefrom absolutely and for forever and also subject to the PURCHASERS covenants contained herein and written hereunder and also subject to the Purchasers paying and discharging all taxes maintenance charges and impositions on the said flat or unit and Car Parking Space wholly and the building and particularly the common portions proportionately, as mentioned in the Fourth Schedule hereunder written.

II. **THE VENDOR/DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASERS as follows:-**

- a) The interest which the VENDOR/DEVELOPER doth hereby propose to transfer subsists and the VENDOR have the absolute right and full power and absolute authority to sell and convey unto the PURCHASERS herein the undivided impartible proportionate share of land in respect of the said flat and Car Parking Space being hereby sold and/or conveyed.
- b) It shall be lawful for the PURCHASERS from time to time and at all times hereafter to enter into and upon and to use hold and enjoy the properties hereby conveyed and every part thereof and to receive rents issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the VENDOR or any person or persons claiming through under or interest for the VENDOR unless otherwise expressly mentioned herein and free.
- c) The VENDOR/DEVELOPER shall from time to time and at all times hereafter upon every request and at the cost of the PURCHASERS make to acknowledge execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things of whatsoever manner or nature for further better or more perfectly assuring the properties hereby conveyed unto the PURCHASERS and in the manner aforesaid.
- d) The Vendor unless prevented by fire or some other irresistible forces from time to time and at all times hereafter upon reasonable request and the costs of the PURCHASERS or the their Attorney or Attorneys and/or Agents and/or before or at any trial examination Commission Tribunal Board or

Authority for inspection or otherwise as occasion shall require, shall produce the title deed or deeds (which are in possession of the VENDOR) of the said premises and also at the like request and costs of the PURCHASERS deliver the PURCHASERS such attested or other copies or extracts therefrom as the PURCHASERS may require and shall, in the meantime, unless prevented as aforesaid and keep the same saved unobliterated and un-cancelled.

e) The Vendor/Developer shall not do anything or make any grant or terms whereby the rights of the PURCHASERS hereafter may be prejudicially affected and shall do all acts as may be necessary to ensure the right available to the PURCHASERS as the PURCHASERS and as a Co-owner hereunder.

f) The Vendor/Developer shall pay all Municipal Rate and Taxes and other claims in respect of the said property, Flat and Car Parking Space for the entire period upto the date of handing over the possession.

g) The Developer, at its own cost, shall obtain necessary completion and occupation certificate, as applicable as per K.M.C. Act and Rules from K.M.C. after completion and before handing over the said Flat and Car Parking Space which is morefully described in the First Schedule and Second Schedule hereunder written AND shall also handover the same certificates to the Purchasers upon receipt of full consideration amount as per the Memo of agreed consideration mentioned hereunder.

h) The VENDOR and the Developer shall duly fulfil and perform all their respective obligations and covenants elsewhere herein expressly contained.

III. THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDOR/DEVELOPER as follows :-

a) To observe fulfill and perform the covenants hereunder written including those for the common purpose described in the Third Schedule and Fourth Schedule written hereunder and shall regularly pay and discharge all taxes and impositions on the said flat or unit wholly and the common expenses proportionately and, all other outgoings in connection with the said flat or unit and the Car Parking Space wholly and the building and particularly the common portions proportionately, from the date of handing over the possession of the said flat and car parking Space.

b) Until the said land and the said FLOOR FLAT and right to use Car Parking Space on the GROUND FLOOR alongwith Proportionate share of land in the First Schedule and Second schedule hereunder written are separately assessed by the Kolkata Municipal Corporation, the Purchasers shall regularly and punctually pay his proportionate share of Municipal taxes and shall indemnify and keep indemnified the VENDOR against non-payment thereof.

c) The Purchasers from time to time and at all times agree to the Association (if formed) to pay of Purchasers proportionate share

towards the costs, expenses and outgoings in respect of the matters specified in the **THIRD SCHEDULE** hereunder written.

d) The Purchasers shall have the right to transfer absolutely or by way of Deed of Conveyance mortgage or lease, gift or to induct tenant otherwise the whole or any part of the said _____ **FLOOR** FLAT and right to use Car Parking Space on the **GROUND FLOOR** along with proportionate share of land which is morefully described in the **SECOND SCHEDULE** hereunder written.

e) The Purchasers shall maintain the said common portion and the Flat hereby sold and conveyed in good conditions.

f) The Purchasers shall upkeep the walls of the said flat and partition walls, sewers, drains, pipes and other fittings and fixtures appurtenances thereto belonging in good tenable repaired conditions and in particularly so as to support, shelter and protect the parapets and other portions of the building besides the said flat.

g) The Purchasers shall not at any time demolish or cause to be demolished, damage or cause to be damaged any part thereof which will weaken the main structure or any part thereof the building or do any such things without approval of Flat owners Association/Society (If formed), as well as permission of the Kolkata Municipal Corporation Authority.

h) The Purchasers shall be liable to pay 6(Six) months Second Schedule property maintenance @ Rs.2000/- per month immediately at the time of registration to the Developer and simultaneously after 6

months when the association is formed of the building it is upon the association to decide regarding the maintenance budget.

i) It is hereby further agreed between the parties hereto that the Purchasers shall become member of the Association/ Society of flat Owners of the said building as and when it is formed for the upkeep and maintenance of the said building and common areas mentioned in the schedule hereto and Purchasers shall observe the Rules and Regulations to be formed by the said Society/Association.

j) Upon formation and regulation of the said Society/Association respective obligation and covenants of VENDOR, Developer, Purchasers and other person or persons and parties owning other flats in the said building herein contained shall cease and shall vest in the said society / Association.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of Bastu land measuring about 04 (Four) Cottahs 13 (Thirteen) Chittacks 35 (Thirty Five) Sq.ft. more or less together with Kolkata Municipal Corporation building plan G+IV storied residential Building Permit Plan No. 2023120349, dated 30.10.2023, Borough- XII , lying and situate at Mouza- Kasba, J.L. N.13, under R.S. Khatian No. 1946 and 1993, under R.S. Dag No. 3727, corresponding to L.R. Khatian No. 805, under L.R. Dag No. 3727, Police Station- Kasba, Kolkata – 700 107, District – South 24 Parganas, within the limits of the Kolkata Municipal Corporation being premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, having Assessee No. 31-107-16-3951-8, under

Ward No. 107, District – South 24 Parganas together with all easement right thereto which is butted and bounded that is to say:-

ON THE NORTH : Land of R.S. Dag No. 3727 (Part)
ON THE SOUTH : 40' ft wide K.M.D.A. Road;
ON THE EAST : Land of R.S. Dag No. 3727 (Part)
ON THE WEST : Land of R.S. Dag No. 3726 (Part)

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT the 1(one) self contained residential Flat No. on the **..... FLOOR**, **Side**, measuring about Sq. ft. be the same little more or less **BUILT UP AREA**, consisting of 3 (Three) Bed Rooms, 1 (one) Drawing - Cum –Dining– cum- Living Room, 1 (one) Kitchen Room, 2(Two) Toilets, 1(one) Verandah, alongwith right to use 1(one) Car parking Space on the **GROUND FLOOR** in the newly constructed building at the Kolkata Municipal Corporation being Premises No. 440, Rajdanga Main Road, Police Station – Kasba, Kolkata- 700 107, District South 24 Parganas under Ward No. 107, of the building at the said premises **TOGETHER WITH** proportionate undivided share of the land comprised in the new building together with all easement right thereto. . A copy of the Plan is annexed herewith delineated in “**RED**” Verge.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common areas and facilities)

1. The vacant spaces around the said premises in accordance of sanction plan.
2. The spaces within the building comprised of ingress and egress of the said building, staircase landing lobbies etc.

3. All installation for common service such as drainage of the building and also side walls, Boundary wall and gates, water supply and plumbing arrangement in the premises, electrical connection and other civil amenities, septic tank of the premises.
4. Reservoir in the Ground Floor, reservoir on the roof on the top floor of the building, pump, motor, pipe lines and all other appurtenances and installation in the premises for common use.
5. Septic tanks, soak pits and sewerage which are connected.
6. Security/Guard room, Common toilet/bath room, transformer, electric meter room, electric meter for common areas and facilities, water pump with motor.
7. All other facilities and amenities in the premises which are intended for common use.
8. Common Roof Right.
9. Common Lift Right and stair case.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

1. The Expenses of maintaining, repairing, redecorating etc. of the main structure, rain water pipes etc. of the building, tube-well if any, water pipes, sanitary pipes, gas pipes and electric pipes, wires and installations in under or upon the building as enjoyed or used by the Purchasers in common with the Vendor and the Owner of the other flat and the main staircase, passage, landings and staircase of the floor, cost of employing necessary staffs including darwans, security staffs, jamadars, sweepers, etc.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

(EASEMENTS)

The Co-Owner shall allow to each other and the following rights, easements, quasi-easements, privileges and/or appurtenances.

- i) The right of passage of utilities including connection for Telephone, pipes, cables, etc. through such and every portion of the building including the said unit.
- ii) The right of support, shelter and protection of each portion of the building by other and/or other thereof.
- iii) The absolute unfettered and unencumbered right over the common portions subject to the terms and conditions wherein contained.
- iv) Such rights supports easements and appurtenances as are usually held and occupied or enjoyed as part or parcel of the said undivided share in the said land and/or the said unit or Flat.
- v) The right with or without workmen and necessary material to enter upon the building including the said or any other unit or Flat for the purpose of repairing any of the common portions or any appurtenances to any unit and/or anything comprised in any unit and in all such common area excepting emergency upon giving 48 hours previous notices in writing to the co-Owner affected thereby.
- vi) Not any Co-Owner shall allow any obstruction and/or construction over the said building or the Ground Floor.

IN WITNESS WHEREOF all the parties doth hereto set and subscribe their hands, seals and signature the day, month and year first above written.

SIGNED, SEALED and DELIVERED

by the abovenamed **PARTIES** at Kolkata in the
Presence of :-

1.

(VENDOR)

2.

(PURCHASERS)

M/s. S.S. Enterprise
Shib Shankar Dasgupta
Proprietor

(DEVELOPER)

Drafted by me:-

Advocate
High Court, Calcutta Kolkata –
700 001.

MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed **PURCHASERS** the
 withinnamed a sum of **Rs.**_____ (**Rupees** -----
 -----) **only** as **FULL AND FINAL**
CONSIDERATION MONEY as per memo below :-

Rs.-----

Rs.-----

(**Rupees** -----) **only**

MEMO :		
1.		
2.		
3.		
4.		
5.		

(**Rupees**-----)

only

WITNESSES: 1.

M/s. S.S. Enterprise

Proprietor

2.

 (**DEVELOPER**)