

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE IS MADE ON THIS THE .....DAY  
OF .....TWO THOUSAND AND TWENTY THREE (2023)**

**BETWEEN**

**M/S. SKKARMA CONSTRUCTION PRIVATE LIMITED (PAN: ABACS3128B)** represented by its directors **(1) SMT SUSAMA GUPTA (PAN: ADXXXXXX8C, AADHAAR NO. XXXX XXXX 8005)** wife of Sri Arjun Gupta, by faith – Hindu by occupation – Business by Nationality – Indian **(2) SRI ARJUN GUPTA (PAN : ADXXXXXX4R, AADHAAR NO. XXXX XXXX 2410)** s/o late Ram Swarup Gupta, by faith – Hindu, by occupation- Business Nationality – Indian **(3) SRI KOUSICK GUPTA (PAN: ALXXXXXX3A, AADHAAR NO. XXXX XXXX 0857)**, s/o Sri Arjun Gupta by faith Hindu, by occupation – Business, by Nationality – Indian, having registered office at 68C Narkeldanga Main Road , P.O Kankurgachi, P.S Phoolbagan, Kolkata 700 054 District 24 Parganas (South), hereinafter called the "**OWNER/DEVELOPER**", (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest/office) of the **ONE PART**

### **A N D**

[If the Allottee is a company]

\_\_\_\_\_, (CIN no.\_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

*[OR]*

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs,

executors, administrators, successors-in-interest and permitted assignees).

*[Please insert details of other allottee(s), in case of more than one allottee]*

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS :**

- A. One Akshoy Chandra Bose of premises no.28, Nayan Chand Dutta Street, Calcutta since deceased, who was during his life time and until his death a Hindu governed by Dayabhaga School of Hindu Law, was solely and absolutely seized and possessed of and otherwise lawfully well and sufficiently entitled to **ALL THAT** a piece or parcel of plot of land measuring an area of **15 Kottahas** more or less together with dilapidated brick built structure situate at and on premises no.3 Shib Kristo Daw lane, P.S Phulbagan, Calcutta - 700054, Sub Registry office Sealdah, within the Calcutta Municipal Corporation.
- B. The said Akshoy Chandra Bose died on or about 4<sup>th</sup> December, 1952 leaving behind him his last will and Testament dated 4<sup>th</sup> November 1952 whereby he bequeathed interalia the said land and building to Shri Ranjit Kumar Ghosh and Shri Sanjit Kumar Ghosh in equal shares absolutely and forever.
- C. By the said last will and Testament the said Akshoy Chandra Bose appointed said Shri Ranjit Kumar Ghosh and Shri Sanjit Kumar Ghosh as joint executors.
- D. The probate of the said will was granted to said Shri Ranjit Kumar Ghosh and Shri Sanjit Kumar Ghosh on or about 22<sup>nd</sup> May, 1956 by the Sub – Ordinate Judge, Second Court, Alipore and confirmed by

the Hon'ble High Court at Calcutta in Appeal No. 343 of 1956 vide order dated 5<sup>th</sup> August 1960.

E. Upon such grant of probate of the said dated 04.11.1962, said Shri Ranjit Kumar Ghosh and Shri Ranjit Kumar Ghosh mutually partitioned the said land in two lots being Lots- A and Lots-B equals shares. Each lots comprised of 7 Cottahs and 8 Chittaks, The area of 7 Cottahs and 8 Chittaks being Lots – A situated on the back portion of the said land with structure was allotted to Shri Ranjit kumar Ghosh and Lots – B being the front portion of the said land and building measuring 7 cottahs 8 chittaks was allotted with dilapidated structure to said Shri Ranjit Kumar Ghosh.

F. Both said Shri Ranjit Kumar Ghosh and Shri Sanjit Kumar Ghosh assented the legacy interalia in respect of the said lots mutually divided as aforesaid and allotted to each of them separately as aforesaid.

G. Said Shri Ranjit kumar Ghosh thus absolutely seized and possessed of with full right, title and interest and power of disposal or otherwise well entitled to deal with the said Lots- A property together with dilapidated brick built structure standing thereon measuring an area of 7 cottahs 8 Chittaks of land of the said premises no. 3, Shib Krishna Daw Lane, Calcutta- 700054 free from all encumbrances.

H. By execution and registration of a Deed of conveyance dated 12.12.1986 made between Shri Ranjit Kumar Ghosh mentioned therein as vendor and Smt. Rita Das therein mentioned as the purchaser and the said Deed was registered in the Sub –Registration office at Alipur and has been recorded in Book No. I Volume No. 397 at Pages 71 to 82, Being No. 19683 for the year 1986. Through the said Deed Of sale, said Shri Ranjit Kumar Ghosh transferred by way of sale land measuring about 7 cottahs 8 chittaks with structure at the then premises no.3, Shib Krishna Daw Lane, P.O. Kankurgachi, P.S. Phoolbagan, Kolkata-700054, District – South 24parganas at present premises no.3A, Shib Krishna Daw Lane, P.O. Kankurgachi,

P.S. Phoolbagan, Kolkata-700054 in favour of said Rita Das and on the very date of execution and registration of the aforesaid Deed of sale, said Shri Ranjit Kumar Ghosh had effected delivery of the aforesaid property in favour of Smt. Rita Das at premises no. 3A, Shib Krishna Daw Lane, Kolkata-700054.

- I. Said Rita Das on the basis of the said registered Deed of sale had acquired indefeasible title in the aforesaid property and she was in possession of the aforesaid property by exercising all her right of ownership.
- J. While said Rita Das was in exclusive possession of the aforesaid property as its sole owner, said Rita Das by executing and registering one Deed of sale 04.01.1996, sold and transferred the entire landed property in favour of Sri Vinod Kumar Gupta and Sri Binay Kumar Gupta of 59, Vijay Kumar Mukherjee Road
- K. The said Sri Vinod Kumar Gupta and Sri Binay Kumar Gupta having faced inconvenience in joint possession of the aforesaid property and on other reasons decided to transfer the aforesaid property as a whole in favour of any intending buyer.
- L. One Sri Avishek Kundu having come to know of such desire of Sri Vinod Kumar Gupta and Sri Binay Kumar Gupta had agreed to purchase the aforesaid property and thereupon said Sri Vinod Kumar Gupta and Sri Binay Kumar Gupta had transferred the aforesaid property in favour of the said Avishek Kundu by execution and registration of a deed of Sale on 30.05.2004 and effected delivery of possession of the aforesaid property simultaneously with the execution and registration of the aforesaid Deed. The said deed has been registered in the office of the Addl. District Registered, Sealdah and recorded in Book No 1 Volume No. 23 at pages 29 to 48 Being No 378 for the year 2006.
- M. The said Avishek Kundu being the absolute owner and well seized and possessed and sufficiently entitled to **ALL THAT** a piece or parcel of land measuring about **07 (Seven) cottahs 07 (Seven)**

**chitaks** together with dilapidated 70 years old brick built tin shed structure with cemented floor standing thereon measuring about 600 sq. ft. lying at and being **Premises no. 3A, Shib Krishna Daw Lane**, P.O. Kankurgachi, P.S. Phoolbagan, Kolkata-700054, Dist. — 24-Parganas (South), Ward No. 31, within the local limits of Kolkata Municipal Corporation, Asseessee No. 110311301925, hereinafter referred to as the SAID PROPERTY, morefully described in the **FIRST SCHEDELE** hereunder written, sold transferred and conveyed unto and in favour of M/S. SKKARMA CONSTRUCTION PRIVATE LIMITED, represented by its Directors Smt Susama Gupta, Sri Arjun Gupta, Sri Kousick Gupta, the OWNER/PROMOTER, herein, by dint of a Deed of Conveyance dated 21<sup>st</sup> September, 2023, registered at the office of Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 1606-2023, Page from 101768 to 101799, being No. 160603715 for the year 2023.

N. In pursuance of the aforesaid Development Agreements dated the said Promoter has completed the construction of the **Straight Three storied building** in accordance with the sanctioned building plan being No. 2025030027 dated 08.07.2025 and the Said building has been named "**KARMA RESIDENCE**".

A. The Project has been registered under the Provisions of the Real Estate Regulation Act vide Registration No.

\_\_\_\_\_.

B. The Owner/Promoter intends to sell **ALL THAT** the \_\_\_\_\_ Residential **Flat No.** \_\_\_\_\_ **on** the \_\_\_\_\_ **Floor**, \_\_\_\_\_ **Side**, measuring \_\_\_\_\_ **Square Feet Carpet Area**, **corresponding to** \_\_\_\_\_ **Square Feet Super Built area (including Balcony area \_\_\_\_\_ Square Feet)**, **Marble Flooring** consisting of \_\_\_\_\_ (\_\_\_\_\_) Bed Rooms, \_\_\_\_\_ (\_\_\_\_\_) Drawing Cum Dinning Room, \_\_\_\_\_ (\_\_\_\_\_) Kitchen, \_\_\_\_\_ (\_\_\_\_\_) Toilets, \_\_\_\_\_ (\_\_\_\_\_)

) Balcony, together with proportionate undivided share and interest in land mentioned in the First Schedule whereupon the building named "**KARMA RESIDENCE**" is erected above and together with proportionate undivided interest or share in common areas and facilities and amenities attached to the said flat, hereinafter called and referred to as the "**SAID FLAT**" more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written at or for the total price and / or consideration of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Lakhs) only** and the parties entered into an **Agreement for Sale dated \_\_\_\_\_**, \_\_\_\_\_.

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

and/or occupation of the said Flat by the Purchaser/s may be rendered illegal and/or unauthorized for any reason or on any account.

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

In pursuance to the Agreement for Sale dated \_\_\_\_\_, and in consideration of the payment of sum of **Rs. \_\_\_\_\_ /-** **(Rupees \_\_\_\_\_ Lakhs) only** as the total Consideration paid by the Purchaser/s to the Promoter herein (receipt whereof the Promoter hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchaser/s) paid on or before the execution of these presents, the Owner/Promoter doth hereby sell, transfer and convey unto and in favour of the Purchaser/s herein **ALL THAT** the \_\_\_\_\_ Residential **Flat No. \_\_\_\_\_** on the \_\_\_\_\_ **Floor**, \_\_\_\_\_ **Side**, measuring \_\_\_\_\_ **Square Feet Carpet Area, corresponding to \_\_\_\_\_ Square Feet Super Built area (including Balcony area \_\_\_\_\_ Square Feet), Marble Flooring** consisting of \_\_\_\_\_ (\_\_\_\_\_) Bed Rooms, \_\_\_\_\_ (\_\_\_\_\_) Drawing Cum Dinning Room, \_\_\_\_\_ (\_\_\_\_\_) Kitchen, \_\_\_\_\_ (\_\_\_\_\_) Toilets, \_\_\_\_\_ (\_\_\_\_\_) Balcony, together with proportionate undivided share and interest in land mentioned in the First Schedule whereupon the building named **“KARMA RESIDENCE”** is erected above and together with proportionate undivided interest or share in common areas and facilities and amenities attached to the said flat more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written and/or given **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder written and **TOGETHER WITH** other common facilities and amenities and the

right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner/Promoter herein to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchaser/s absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof **AND** the Owner/Promoter herein doth hereby covenants with the Purchaser/s that:-

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

herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.

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

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

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

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

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(THE SAID PREMISES)**

**ALL THAT** the piece or parcel of land measuring about **7 cottahs 7 chitaks** be the same or little more or less, togetherwith **Straight Three** Storied Building under the name and style "**KARMA RESIDENCE**", lying at the being premises no 3A Shib Krishna Daw Lane, P.O Kankurgachi, P.S Phoolbagan, Kolkata 700054 District 24 Parganas (South) Ward No 31 within the local limits of Kolkata Municipal Corporation, Assessee No. 11031130195, togetherwith proportionate share of land and land underneath, together with easement right common right, landing, common

space which includes the area of the Flat and the common area in the aforesaid building and butted and bounded by:-

**On the North:** By premises no 5 Shib Kristo Daw Lane

**On the South:** By Kolkata Municipal Corporation Drain;

**On the East:** By the boundary wall of M/s Calcutta Jute Mill co Ltd

**On the West:** By partly by premises no. 15, Shib Krishna Daw Lane Calcutta and 10' ft common passage leading to and from the said premises.

**Zone:**

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE SAID FLAT)**

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

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(COMMON AREA AND FACILITIES)**

1. Stair case of all floors.
2. Stair case landing on all floors.

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

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

**THE FOURTH SCHEDEULE ABOVE**  
**REFERRED TO : (COMMON EXPENSES)**

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

co-purchasers on and from date of taking charges and occupation of their respective flats.

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

1. The share or interest in the land underneath is imitable and the Purchaser/s shall not claim partition of the undivided proportionate share in the land and/or the common parts of the Building and/or in respect of the common service and utilities.
2. The Purchaser/s shall apply for mutation of the Second Schedule property in his own name and apply for and has the said separately assessed for the purpose of Municipal rates and taxes,.
3. The common maintenance charges shall be applicable on the sold units and the Promoter shall not be required to pay any maintenance charges on the unsold units till the same are sold to intending Purchaser/s.
4. The Purchaser/s shall use the said Flat and all common portions peacefully with the other co owner.
5. The Purchaser/s shall not do any of the following acts, deeds and things :
  - a) Violate any of the rules and/or regulations laid down for the common purpose and of the users of the common portions.
  - b) Injure, harm or damage the common portions of any other Unit in the Building by making any alternative or withdrawing any support or otherwise.
  - c) Carry out repairs in a manner so as to affect the structural stability of the building.

- d) Keep or store any offensive, combustible, obnoxious, dangerous or hazardous article in the said Flat.
- e) Affix or drew any cable, wire, pipe line from and through any common portions or outside wall of the Building or other Units.
- f) Keep any heavy articles on the floor or operate any machine other than the usual home appliance.
- g) Change the colour scheme of the windows, grill and the main door of the said Flat other than according to the specification or upon formation of the Association in writing.
- h) Cover the balcony and or change the elevation of the building by installing Split ac units and/or any other equipment.

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

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

connected with the use and enjoyment of the entrance staircase, landing and other common parts of the building.

3. The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land provided always and it is declared that therein contained shall permit the Purchaser/s or any person deserving title under the Purchaser/s and/or his servants agents and employees invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Vendors' and other co-owners or occupiers of other flats of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
4. The right of protection of the said floor and the properties appurtenant hereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and the properties appurtenant hereto from the other part or parts of the said building.
5. The right of passage in common as aforesaid of electricity, gas, water, telephone and soil pipes and to the said flat and the properties appurtenant hereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant hereto for all lawful purpose whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser/s to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant hereto to so far as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their

respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by the  
**OWNER/ PROMOTER** in the presence of:

**1.**

**2.**

**SIGNATURE OF THE  
OWNER/PROMOTER**

**SIGNED SEALED AND DELIVERED**

by the **PURCHASER/S** in the presence of:

**1.**

**2.**

**SIGNATURE OF THE  
PURCHASER/S**

Drafted by me,

Advocate

**MEMO OF CONSIDERATION**

**RECEIVED** from the within named Purchaser/s the within mentioned sum of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Lakhs) only .**

<b>DATE</b>	<b>Cheque / DD No./RTG S</b>	<b>Drawn on</b>	<b>Amount ( in Rs.)</b>
		<b>TOTAL</b>	

**(Rupees \_\_\_\_\_ Lakhs) only**

**SIGNATURE OF THE WITNESS.**

1.

2.

**PROMOTER**