

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this ____ day of
_____, in the year Two Thousand and Twenty _____ (20____)

BETWEEN

SRI RAJIB GON alias Rajib Kumar Gon (PAN AHXPG3726B, Aadhaar No. 457229683717, D.O.B. 24.07.1974), son of Bankim Chandra Gon, by faith - Hindu, by Nationality Indian, by Occupation Business, residing at 66, R.N Guha Road, PO & PS Dum Dum, Kolkata 700028, Dist. North 24-Parganas, West Bengal, by nationality - Indian, hereinafter referred called the **LAND OWNER / VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART.**

The Vendor is represented by their Constituted Attorney : M/S. VERMA ENTERPRISE (PAN-AIAPV5125B), a Proprietorship firm, having its office at 9. Lalji Saha Street. PO & P.S. Dum Dum, Kolkata 700 028, Dist North 24-Parganas, being represented by its sole Proprietor SRI RAJESH KUMAR VERMA (PAN AIAPV5125B Aadhaar No. 998859871124), son of Late Prabhunath Verma, by faith - Hindu, by Nationality - Indian by Occupation - Business, residing at 9, Lalji Saha Street, PO & PS Dum Dum, Kolkata 700 028, Dist. North 24-Parganas, West Bengal, India, by way of a Registered Power of Attorney, vide No. I-04172, dated : 24/04/2024, which was registered at A.D.S.R. Cossipur DumDum, duly copied in Book No. - I, Volume No. 1506-2024, Pages from 127551 to 127578, for the year 2024.

AND

M/S. VERMA ENTERPRISE (PAN-AIAPV5125B), a Proprietorship firm, having its office at 9. Lalji Saha Street. PO & P.S. Dum Dum, Kolkata 700 028, Dist North 24-Parganas, being represented by its sole Proprietor SRI

RAJESH KUMAR VERMA (PAN AIAPV5125B Aadhaar No. 998859871124), son of Late Prabhunath Verma, by faith - Hindu, by Nationality - Indian by Occupation - Business, residing at 9, Lalji Saha Street, PO & PS Dum Dum, Kolkata 700 028, Dist. North 24-Parganas, West Bengal, India, hereinafter referred to and called as the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the context mean and exclude his heirs successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

_____, (PAN - _____), Aadhaar Card No. _____, W/O - _____, residing at _____, by faith - _____, by occupation - _____, by nationality - Indian, hereinafter called the **PURCHASER** (which terms or expression shall unless excluded by or repugnant to the context mean and exclude her heirs successors, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS one Smt. Haridashi Das, wife of Late Debendra Chandra Das purchased of ALL THAT piece or parcel of a plot of land measuring an area of 3 Cottahs 2 Chittacks 27 Sq.ft. be the same a little more or less being Plot No. 17, lying and situated at Mouza- Dum Dum House, JL No 19, RS No 237, Touzi No. 1070/2834, comprised in R.S Dag No. 201 & 208, under R.S Khatian No. 167 & 168, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, in the District of

North 24-Parganas from Rajbala Bandyopadhyay and Champa Rani Bandyopadhyay, by virtue of one registered Bengali Saf Bikray Kobala, duly registered before the Sub- Registrar at Cossipore Dum Dum and recorded in Book No. 1, Being No 6758 for the year 1955.

AND WHEREAS thereafter some mistake of the said registration Bengali Saf Bikray Kobala and the said Rajbala Bandyopadhyay and Champa Rani Bandyopadhyay executed one Nadabi Patra executed on 21.03.1956 unto and in favour of said Smt. Haridashi Das, which was duly registered before the Sub-Registrar at Cossipore Dum Dum and recorded in Book No I, Being No. 2829 for the year 1956.

AND WHEREAS thereafter the said Rajbala Bandyopadhyay and Champa Rani Bandyopadhyay jointly executed one fresh Bengali Saf Bikray Kobala dated 11 12.1959, unto and in favour of Smt. Haridashi Das, which was duly registered before the Sub- Registrar at Cossipore Dum Dum and recorded in Book No. I. Volume No. 123, Pages 1 to 6. Being No. 8328 for the year 1959

AND WHEREAS by virtue of the aforesaid Bengali Saf Bikray Kobala, the said Smt. Haridashi Das became the absolute Owner of ALL THAT piece or parcel of a plot of land measuring an area of 3 Cottahs 2 Chittacks 27 Sq.ft be the same a little more or less being Plot No. 17, lying and situated at Mouza - Dum Dum House, J.L. No. 19. RS No. 237, Touzi No. 1070/2834, comprised in R.S. Dag No. 201 & 208, under R S Khatian No. 167 & 168, within the jurisdiction of Dum Durn Police Station, within the local limits of South Dum Dum Municipality, in the District of North 24-Parganas and mutated her name

to the concerned authority and paid relevant taxes thereon and also constructed structure thereon at her own costs and expenses.

AND WHEREAS while enjoying the same, the said Smt. Haridashi Das sold, conveyed and transferred of ALL THAT piece or parcel of a plot of land measuring an area of 3 Cottahs 2 Chittacks 27 Sq.ft. be the same a little more or less being Plot No. 17, lying and situated at Mouza - Dum Dum House, J.L. No. 19, R.S. No 237, Touzi No. 1070/2834, comprised in R.S. Dag No. 201 (land measuring 1 Cottah 12 Chittacks 27 Sq.ft.) and R.S Dag No. 208 (land measuring 1 Cottah 6 Chittacks 0 Sq.ft.), under R.S Khatian No. 167 & 168, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, in the District of North 24-Parganas unto and in favour of Sri Ranjit Kumar Gon and Sri Rajib Gon, alias Rajib Kumar Gon Owner herein, by virtue of one Bengali Saf Bikray Kobala dated 03.03.1983, duly registered before the Sub-Registrar at Cossipore Dum Dum and recorded in Book No. 1. Volume No. 58. Pages 202 to 210. Being No. 2111 for the year 1983, against valuable consideration mentioned thereon

AND WHEREAS after purchase the said property, the said Sri Ranjit Kumar Gon and Sri Rajib Gon, alias Rajib Kumar Gon jointly mutated their names to the concerned South Dum Dum Municipality and obtained a Holding No. 129. R. N. Guha Road under Ward No 8 and also recorded their names to the concerned BL & LR Office under LR Khatian No. 1553 in the name of Sri Ranjit Kumar Gon and L.R Khatian No 1616 in the name of Sri Rajib Kumar Gon, alias Rajib Gon comprised in LR Dag Nos 308 and 309 and paid relevant municipal tax and Govt rents in their names and also constructed a Tile Shed

structure thereon measuring 200 Sq ft. more or less at their own costs and expenses

AND WHEREAS while enjoying the same, the said Sn Ranjit Kumar Gon gifted and transferred of his undivided 1/2 share or interest of ALL THAT undivided half share or interest of a plot of bastu land measuring an area of 1 (One) Cottah 9 (Nine) Chittacks 13.5 (Thirteen Point Five) Sq.ft. more or less together with undivided half share or interest of tile shed structure thereon measuring 100 Sq.ft. more or less out of total land measuring 3 Cottahs 2 Chittacks 27 Sq ft be the same a little more or less together with 200 Sq.ft. Tile Shed structure thereon, being Plot No. 17, lying and situated at Mouza Dum Dum House, J.L. No. 19. R.S. No 237, Touzi No. 1070/2834, comprised in RS. Dag No. 201 Comprising to L.R Dag No 308 (land measuring 1 Cottah 12 Chittacks 27 Sq.ft.) and RS. Dag No. 208 Comprising to L.R Dag No. 309 (land measuring 1 Cottah 6 Chittacks 0 Sq.ft), under R. S. Khatian No 167 & 168, corresponding to under LR Khatian Nos. 1553 and 1616, being Municipal Holding No. 129, R.N Guha Road, Kolkata 700 028, within the jurisdiction of Dum Dum Police Station, within the local limits of South Dum Dum Municipality, Ward No. 8, under Additional District Sub-Registration Office at Cossipore Dum Dum, in the District of North 24-Parganas unto and in favour of Sn Rajib Kumar Gon. alias Rajib Gon by virtue of one registered Deed of Gift dated 16.04.2024, duly registered before the Additional District Sub-Registrar at Cossipore Dum Dum and recorded in Book No 1. Volume No. 1506-2024, Pages 116338 to 116356, Being No 03801 for the year 2024.

AND WHEREAS since then the vendor herein became the absolute Owner of **FIRST SCHEDULE** property hereunder written and are now seized and

possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to gift and / or transfer or Development Agreement the same to any person or persons as she will think fit and proper.

AND WHEREAS the said Land Owner entered into a Registered Development Agreement with Development Power of Attorney, vide No. I-04172, dated : 24/04/2024, which was registered at A.D.S.R. Cossipur DumDum, duly copied in Book No. - I, Volume No. 1506-2024, Pages from 127551 to 127578, for the year 2024 with M/S. VERMA ENTERPRISE (PAN-AIAPV5125B), a Proprietorship firm, having its office at 9. Lalji Saha Street. PO & P.S. Dum Dum, Kolkata 700 028, Dist North 24-Parganas, being represented by its sole Proprietor SRI RAJESH KUMAR VERMA (PAN AIAPV5125B Aadhaar No. 998859871124), son of Late Prabhunath Verma, by faith - Hindu, by Nationality - Indian by Occupation - Business, residing at 9, Lalji Saha Street, PO & PS Dum Dum, Kolkata 700 028, Dist. North 24-Parganas, West Bengal, India, for construction of new building and the said Attorney Holder/ Developer SRI RAJESH KUMAR VERMA, under certain terms and conditions mentioned therein and he has every right to sell and transfer the Developer's Allocation mentioned thereon by any means.

AND WHEREAS the Attorney Holder/Developer alongwith Vendor have decided to sell the Flat for residential purpose on Ownership basis at the said premises and after knowing the intention of the Attorney Holder/Developer, the present PURCHASER proposed to purchase of **ALL THAT one self**

contained residential FLAT on the _____ Floor, measuring an area _____ Sq.ft. including Super built up area more or less which is specifically and particularly described in the **Second Schedule** written hereunder together with all amenities facilities, restrictions and common expenses provided thereto as specifically and particularly described in the Third & Fourth Schedule respectively written hereunder and specification of the said Flat at a consideration price of **Rs. _____/- (Rupees _____) only.**

NOW THIS INDENTURE WITNESSETH BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

In pursuance of the said agreement in consideration of the said sum of **Rs. _____/- (Rupees _____) only** to the lawful money of the Union of India and truly paid by the PURCHASER herein to the Vendor and Developer (receipt whereof the Attorney Holder/Developer doth hereby as also by the memo of consideration written herein below admit and acknowledge and of and from the same and every part thereof) hereby acquit release and forever discharge the PURCHASER and the property hereby sold and transferred) and Govt. Assessed value of **Rs. _____/- (Rupees _____) only** the Vendor and Attorney Holder herein collectively doth hereby sell, grant, transfer, convey, assign and assure unto **ALL THAT one self contained residential FLAT on the _____ Floor, measuring an area _____ Sq.ft. including Super built up area more or less** which is specifically and particularly mentioned in the **Second Schedule** hereunder written together with the undivided d proportionate share of interest in the land where the flat in being lying and particularly mentioned in the First

Schedule written hereunder and also undivided share of the common passage in the building in common with the other occupiers of the building for the purpose of the beneficial use and enjoyment of the said flat including the uninterrupted and free access to and from the main Municipal Road and other common areas portions amenities restrictions & common expenses specifically and particularly described in the Third, Fourth, Fifth & Sixth Schedule respectively written hereunder hereinafter collectively referred to as the said Flat OR HOWEVER OTHERWISE THE SAID FLAT now is or at any time or time hereto before was situated butted, bounded, called, known, described and distinguished together with all fixtures walls, sewers, drains, passage water courses in the building and all manner of former or other rights, liberties, easements, privileges, advances, appendages and appurtenances whatsoever to the said flat or any part thereof usually occupied or enjoyed or reputed to belonging or be appurtenant therein AND the reversion or reversions, remainder or remainders and the rents issues and profits thereof and every part thereof and all the estate, right, title, interest claim, use inheritances, trust, property or deemed whatsoever of the Vendor doth at law or in equity into and upon the said flat or any part thereof TO HAVE AND TO HOLD the said flat hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof together with their and every of their respective rights member and appurtenances whatsoever unto the PURCHASER NEVERTHELESS to the easements or quasi easements and/or otherwise stipulations or provisions in connections with the beneficial use and enjoyment of the said flat as mentioned in the Fourth Schedule hereunder written and excepting the receiving unto the Vendor and Developer and the other owners and occupiers of the other flats, shops and Garages in the said building such easements or quasi easements and

other right and privileges as are mentioned in the Fifth Schedule hereunder written and also subject to the PURCHASER covenant to bear and pay its proportionate share of common expenses for the maintenance of the said building as mentioned in the Sixth Schedule written hereunder.

1. THE VENDOR AND DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS

- A) That notwithstanding any act deed matter or thing by the Vendor and Developer or any of their ancestors or predecessors in title done execute or knowingly suffered or permitted or suffered to the contrary Vendor and Developer in lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat together with the sanctioned plan hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or condition use truly or other thing whatsoever to alter defend encumber or make void the said Flat in favour of PURCHASER AND THAT NOTWITHSTANDING any such act deed matter or thing whatsoever as aforesaid the Vendor and Developer have good right full power and law and absolute authority to sell, grant, transferred, assigned and assured or expressed so to be unto and to the use of the PURCHASER absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.
- B) That notwithstanding any Act, deed or thing whatsoever heretofore done committed or knowingly suffered by the Vendor and Developer to the contrary the Vendor and Developer have good right, full power absolute authority and indefeasible title and/or otherwise well and sufficiently entitled to sell grant,

transfer, convey, assigns and assure the said flat unto the PURCHASER in the manner aforesaid.

- C) That it shall be lawful for the PURCHASER at all times hereafter to peaceably and quietly to enter into and upon and hold, occupy and enjoy the said flat and receive the rents, issues profits thereof without any, lawful eviction, interruption, hindrance, disturbance claim or demand whatsoever from or by Vendor and Developer or any person or persons having or lawfully or equitably claiming any estate, right, tide and interest whatsoever in the said flat form under through or in trust for the Vendor and Developer and free from all clear and freely and clearly and absolutely, acquitted, exonerated and forever discharged or otherwise and by and at the cost of the Vendor and indemnified of from and against all charges liens, attachments and encumbrances whatsoever made, done executed or occasioned by the Vendor or any person or persons lawfully or equitably claiming as aforesaid.
- D) That the Vendor and Developer and all person or persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said flat from through under or in trust for the Vendor and Developer shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of the PURCHASER do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts, deeds and assurances whatsoever for further better and more perfectly assuring the said flat sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the PURCHASER as will or may be reasonably required.

2. **THE PURCHASER HEREBY AGREED AND COVENANT WITH THE VENDOR AND DEVELOPER AS FOLLOWS :-**

- A) That the right of the PURCHASER shall remain restricted to the said flat and the properties appurtenant thereto and the PURCHASER and/or any person or persons claiming through them shall not be entitled to claim any right over and in respect of the remaining portions of the said building and/or the open spaces, side spaces and back spaces in the said premises and the same shall absolutely belong to the Vendor and Developer and/or any person or persons and Apartment Owner's Association authorized by the Vendor and Developer in trust regard.
- B) That the Vendor and Developer and/or any person authorized by the Vendor and Developer shall be entitled to hold the said open space, back spaces and the said spaces at the said premises and to sell transfer alienate and/or to construct thereon and the PURCHASER hereby agrees and consent the same.
- C) That the PURCHASER for the lawful purpose shall always use the said flat and the properties appurtenant thereto and has the right to ingress and egress to the Flat.
- D) That the PURCHASER shall be liable and agrees to make payment of the proportionate share of maintenance and service charges regularly and punctually within seven days from the days of the submissions of the bills by the Apartment Owner's Association.
- E) That in the event of any capital expenditure for repairs maintenances etc. common purpose the PURCHASER shall liable to make payment of the proportionate share as shall be determined.
- F) That the PURCHASER shall be liable to make payment of the Municipal rates, taxes and outgoing in respect of the said flat in full and of the common parts on the basis of proportionate rate until unless said flat separately assessed.

- G) That the PURCHASER shall become a member of the association to be formed which will comprise with all the PURCHASER/Occupiers of the space or spaces of the said building along with the Vendor for maintenance of the common parts and shall be bound by its decisions.
- H) That the PURCHASER shall permit the Vendor or Developer and their agent with or without workmen at all reasonable time on notice (save and except in case of emergency) to enter into space of the PURCHASER to check, view and examine to state and conditions of the said space and their conveniences and for purpose of claiming repairing and keeping in order the sewers, drains, pipes, rain water pipes, electric cables and conditions.
- I) That the PURCHASER shall not deposit through accumulate any rubbish water dirt rage or other refuse in the common passage of the building or premises or permit the same.
- J) That the PURCHASER shall not display any hoarding sign board or play card on the terrace of the said unit or any share else in the said premises. It is hereby made expressly not to put anything outside the wall of the said building.
- K) That the PURCHASER shall keep the internal portion of the said flat and every part thereof in good conditions so as to support and protect other supporting parts of the building.
- L) That the PURCHASER shall not make any addition and alteration in structural work of the said flat except with the prior approval and sanction of the Kolkata Municipal Corporation and/or appropriate authority.

- M) That the PURCHASER shall not use stove or chula in the open space said other common portions and/or allow smoke to spread and go in common portions
- N) That the PURCHASER shall not to do any act, good or thing whereby the Vendor are prevented from selling assigning or disposing offs any other portion or portions in said building.
- O) That the PURCHASER shall use in common with other occupiers and owners the common areas and facilities and in the passage of entrance from the main road to the premises and the corridors, staircase and roof of the building.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE TOTAL LAND)

ALL THAT piece or parcel of land measuring an area of 3 Cottahs 2 Chittacks 27 Sq ft be the same a little more or less being Plot No. 17, lying and situated at Mouza Dum Dum House, JL No. 19. R.S No 237, Touzi No 1070/2834, comprised in RS. Dag No 201 Comprising to L.R Dag No 308 (land measuring 1 Cottah 12 Chittacks 27 Sq.ft.) and R.S. Dag No. 208 Comprising to LR Dag No. 309 (land measuring 1 Cottah 6 Chittacks 0 Sq ft.), under R.S. Khatian No. 167 & 168, corresponding to under L.R Khatian Nos. 1553 and 1616. being Municipal Holding No 129, R.N. Guha Road, Kolkata 700 028, within the jurisdiction of Dum Dum Police, A.D.S.R.O. - the then Cossipore, , in the District of North 24 Parganas., which is butted and bounded as follows :-

ON THE NORTH BY :- 16.6' Ft. wide road
ON THE SOUTH BY :- House of Mr. Gopal.
ON THE EAST BY :- House of Sri Digendra Nath Ghosh.
ON THE WEST BY :- Property of Sri Bankim Chandra Gon

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE FLAT)

ALL THAT one self contained residential _____ Finished FLAT with lift facility on the _____ Floor _____ side, measuring an area _____ Sq.ft. Super built up area more or less, consisting of _____ Bed Rooms, _____ Kitchen, _____ Bathroom, lying and situated at Mouza - Sultanpur, J.L No. - 10, Touzi No. 173, Re.Sa. No. - 148, comprising in R.S. Dag No. 92, corresponding to R.S. Khatian No. 480, within local limits of North Dum Dum Municipality, Ward No. 21, Holding No. 32(211) Durganagar Station Road, under P.S. the then Dum Dum, now Nimta, A.D.S.R.O. - the then Cossipore, Dum Dum now Belgharia, in the District of North 24 Parganas., W.B. **TOGETHER WITH** the proportionate share at common area in the said building **TOGETHER WITH** proportionate, undivided and impartible share or interest in the land described in the **FIRST SCHEDULE** hereinabove.

-THE THIRD SCHEDULE ABOVE REFERRED TO: -

(COMMON AREA)

- [1] The land on which the building is located and all easements, rights and appurtenances belonging to the land and the building.
- [2] The foundations, columns, girders, beams, supports etc.
- [3] Space for one pump with motor and distribution pipes.
- [4] Water pumps, water tank, water pipes and other common plumbing installation.
- [5] Corridors, lobbies, landings, Roof, stair and staircase, entrance and exits in the Ground Floor of the building.
- [6] Electric wiring, motor and fittings.
- [7] Water and -sewerage, evacuation pipes to the drains and sewerage.

THE FOURTH SCHEDULE ABOVE REFERRED TO: -

(EASEMENT & QUASI-EASEMENT)

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

- [2] The right of access in common with the Vendor and Developer and other owners and the occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance stair landing corridors roof and other common parts of the building.
- [3] The right of way in common as aforesaid at the time and for all purposes connected with the reasonable use and enjoyment of the said premises and common part with or without vehicles over and along with passages path ways comprised within the said building and the appurtenant land provided always and it is declared that nothing contained shall permit the PURCHASER or any persons describing title under the PURCHASER and/or their servants, agents and employees, invites to obstruct in any way by vehicles, deposit of materials rubbish or otherwise the free passages of the Vendor and other co-owners or occupiers properly entitled to such passage or pathways or common parts as aforesaid.
- [4] The right of protection of the building and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and properties appurtenant thereto from the other parts of the said building.
- [5] The right of passage in common as aforesaid of Electricity, Gas, Water, Telephone and soil pipes from and to the said Flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said premises so fare as be reasonably necessary for the beneficial occupation and enjoyment of the said Flat and the properties appurtenances thereto for all lawful purposes whatsoever.

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

THE FIFTH SCHEDULE ABOVE REFERRED TO: -

(EXCEPTIONS & RESERVATION)

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

- [1] The right of way in common with the PURCHASER, the Vendor and Developer and the other co-owners and occupiers entitled as aforesaid for the enjoyment and use of common parts or passages of the said building including its installation staircase, entrance and other parts or passages and/or for the purpose connected therewith including ingress to and egress from the said building.

- [2] The right of passage in common as aforesaid of Electricity, Gas, Water and soil from the part or parts (other than the said floor and the properties appurtenant thereto) of the said building through pipes, drains, wires, conduits, lying or being in under through or over the said premises and the properties appurtenant thereto as far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all lawful purpose whatsoever.
- [3] The rights of protection of the other portions of the said building from or by all parts of the said premises and the properties appurtenant thereto in any manner not demolish the support at present enjoyed by the other portion or portions of the building from the said floor and the properties appurtenant thereto.

THE SIXTH SCHEDULE ABOVE REFERRED TO: -

(COMMON EXPENSES)

- [1] The proportionate expenses of maintaining, repairing, replacing, redecorating etc. of the main structures and in particular the gutters rain water pipes of the building, water pipes, water line and electric wires in under or under the building and enjoyed or under by the PURCHASER in common with the Vendor and other occupiers of the other Flat owners and shop and car parking space, owners and main entrance, passages, staircase, Landing of the said premises as enjoyed by the PURCHASER or used by them in common as aforesaid and the boundary walls of the building and compound etc.

- [2] The costs of cleaning and lighting the passages, landing and staircase and other parts of the building enjoyed or used by the PURCHASER in common as aforesaid.
- [3] The cost of maintaining and decorating the exterior of the building.
- [4] The cost and expenses for running operations and maintaining water pump Electric Motors etc.
- [5] The costs of the clerks, chowkidars, sweepers, mistry and caretakers etc.
- [6] The cost of work and maintenances of other lights and service charges.
- [7] The proportionate rates, taxes and outgoing in respect of the said Flat which is other to be borne and paid by the PURCHASER.
- [8] Maintenance of regular water supplies to the said Flat.
- [9] Electrical maintenance of the staircase & lobby in front of the each flat.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the ____, _____ and ____ first above written.

SIGNED AND DELIVERED

In the presence of

WITNESSES :

1.

As the Constituted Attorney of

SIGNATURE OF THE LAND
OWNERS / VENDOR

2.

This Deed of Conveyance is drafted
and prepared by me at my office :
Bijoy Sarkar (Advocate)
Barasat District Judge's Court

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Memo of Consideration

Received from the within named Purchasers a sum of **Rs. _____** /-
(Rupees _____) only being the entire consideration of the Flat in
the following manner: -

<u>Cheque / Cash</u>	<u>Date</u>	<u>Bank / Branch</u>	<u>Amount (Rs.)</u>
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			<u>Total Rs. _____</u> /-
			<u>(Rupees _____) only</u>

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER