

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the _____ Day of _____,
Two Thousand and Twenty – Five (2025).

BETWEEN

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, AADHAAR NO.– 7517 2545 8850** 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/DEVELOPER**” 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

(1) SRI/SMT. (PAN No. _____) (Aadhaar No. _____), Son/Daughter of _____, W/o – _____, by faith – _____, by Nationality – _____, by Occupation– _____, hereinafter referred to as the “**PURCHASERS**” (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART.**

TITLE OF THE LAND : -

TITLE (PART- I) : -

WHEREAS Anil Ranjan Nath, Monoranjan Nath and Santosh Ranjan Nath, all sons of Late Nabadwip Chandra Nath jointly purchased 3Cottahs 8Chittaks land in C.S. Dag No. 1529/2047, Corresponding R.S. and L.R. Dag No. 1535, under C.S. Khatian No. 404, R.S. Khatian No. 415, at Mouza- Sonarpur, J. L. No. 39, P.S. & A.D.S.R.O.- Sonarpur, presently under Ward No. 12, Rajpur-Sonarpur Municipality, by way of a registered Deed of Sale which was registered on 13.07.1979 at Sonarpur Sub Registry Office, Being Deed No. 2521, for the year 1979.

WHEREAS Anil Ranjan Nath, Monoranjan Nath and Santosh Ranjan Nath also purchased 7.75 Decimals land in C.S. Dag No. 1529/2047, R.S. and L.R. Dag No. 1535, under C.S. Khatian No. 404, R.S. Khatian No. 415, at Mouza- Sonarpur, J.L. No. 39, P.S. & A.D.S.R.O. Sonarpur, presently under Ward No. 12, Rajpur - Sonarpur Municipality, by way of a registered Deed of Sale, which was registered on 13.06.1978 at Sonarpur Sub Registry Officer being Deed No. 1423, for the year 1978.

AND WHEREAS Nabadwip Chandra Nath father of Anil Ranjan Nath, Monoranjan Nath and Santosh Ranjan Nath herein became the absolute owner of 7.75 decimals of land in C.S. Dag No.- 1529/2047, R.S. and L.R. Dag No. 1535, under C.S. Khatian No. 404, R.S. Khatian No.- 415, at Mouza- Sonarpur, J.L. No.- 39, P.S. & A.D.S.R.O.- Sonarpur, presently under Ward No.- 12, Rajpur-Sonarpur Municipality, by way of a registered Deed of Gift, which was registered in the year 1971 at Sonarpur Sub Registry Office, being Deed No. 2384, for the year 1971.

AND WHEREAS after the demise of said Nabadwip Chandra Nath, Santosh Ranjan Nath(Son), Sabitriprava Debi(Widow), Tulshi Rani Chowdhuri (Daughter), Monoranjan Nath (Son) and Anil Ranjan Nath (Son) became the legal heirs or successors of said Nabadwip Chandra Nath and all of them jointly possessed the land retained by said Nabadwip Chandra Nath in the then Holding No. 90, A.P. Nagar (Paschim), Ward No. 12 under Rajpur-Sonarpur Municipality. During their jointly possession out of 11 Chittaks 17.5 Sq. Ft. of land said Santosh Ranjan Nath, Monoranjan Nath, Tulshi Rani Chowdhuri and Sabitri Prava Debi gifted their 4/5th share of land (along with structure therein upon) i.e. 9 Chittaks 5 Sq. Ft. land in favour of Anil Ranjan Nath vide a registered Deed of Gift registered at A.D.S.R.O. Sonarpur and recorded therein as being No. 4142 of 2005. Anil Ranjan Nath being the legal of Late Nabadwip Chandra Nath got his 1/5th share and thus became the absolute owner of 11 Chittaks 17.5 Sq.Ft. of land.

As stated above in terms of purchased Deed No. 2521 of 1979 and purchase Deed No. 1423 of 1978 Anil Ranjan Nath, through Amicable Partition, became the absolute owner and possessor of 3 Cottahs of land under the then Holding No. 87 A.P. Nagar (Paschim).

AND WHEREAS said Monoranjan Nath on 08.07.2024 vide registered Deed of Sale registered at A.D.S.R.O. Sonarpur and recorded therein as Book No. 1, C.D. Volume No. 1608, Pages 107720 to 107736, Being No. 5763 sold out to Anil Ranjan Nath 6 Chittaks 26 Sq. Ft. of land in R.S. and L.R. Dag No. 1535 under R.S. Khatian No. 415, L.R. Khatian No. 7020, at Mouza- Sonarpur, J.L. No. 39, the then Holding No. 88/1, A.P. Nagar (Paschim), Ward No. 12, under Rajpur-Sonarpur Municipality.

Be it mentioned herein that Sri Anil Ranjan Nath also executed and registered a Boundary Declaration dated 08/07/2024 which got registered in A.D.S.R. Sonarpur and recorded therein its Book No.- 1, C.D. Volume No.- 1608, Pages from 108451 to 108464, Being No.- 5784 for the year 2024.

As it appears in the recital that said Anil Ranjan Nath, Santosh Ranjan Nath and Monoranjan Nath vide Amicable Partition to the satisfaction of all allotted in favour of said Anil Ranjan Nath 3Cottah of Land under the then Holding No.- 87. **In the Said Declaration bearing its No.- 5784 for the year 2024, Monoranjan Nath and Santosh Ranjan Nath put their respective signatures as Witness No. “3” & “4” in order to re-establish their “No-Objection” as regard amicable partition and possession as per Annexed Map/ Site Plan for the allotment of 3Cottahs of Land under the then Holding No.- 87, A.P. Nagar(Paschim), Ward No.- 12, Rajpur-Sonarpur Municipality in favour of “Anil Ranjan Nath”.**

THUS Anil Ranjan Nath got 3 Cottahs land allotted in his name under the then Holding No. 87, A. P. Nagar (Paschim) shown in the annexed map as Block C/1, in terms of purchased land vide registered Deed No. 2521, of 1979 and Deed No. 1423 of 1978. Anil Ranjan Nath got 11 Chittaks 17.5 Sq.Ft. of land from the then Holding No. 90, A.P. Nagar (Paschim) shown In annexed map herein as Block C/2 vide Gift Deed No. 4142 of 2005 and including his share in said 11 Chittaks 17.5 Sq. Ft. land. Anil Ranjan Nath also got 6 Chittaks 26 Sq.Ft. land from the then Holding No. 88/1, A.P. Nagar (Paschim), shown in the annexed map as Block C/3 vide his purchased Deed No. 5763 of 2024 and became the owner and possessor of 4Cottahs 1Chittaks 43.5Sq.Ft. of land in R.S. Dag No. 1535, under R.S. Khatian No. 415 of Mouza- Sonarpur, J.L. No.- 39, P.S.- Sonarpur, Ward No.- 12, Rajpur-Sonarpur Municipality **which is morefully described in Annexed Map No.- 1 herein.**

AND WHEREAS During his absolute possession over said 4Kh-1Ch.-43.5Sq.Ft. Land, Anil Ranjan Nath sold, transferred and conveyed in favour of Chatterjee Construction represented by its Sole Proprietor Sri Anup Chatterjee vide a registered Deed of Conveyance which got registered in A.D.S.R. Sonarpur on 30/09/2024 and got recorded therein Book No.- I, Volume No.- 1608, Pages from 162107 to 162124, Being No.- 8206 for the year 2024.

AND WHEREAS after Purchase vide Deed of Conveyance, Being No.- 8206 for the year 2024, said Chatterjee Construction also executed & registered a Deed of Boundary Declaration, Being No.- 1218 for the year 2025, registered at Sonarpur Sub Registry Office at 17/02/2025 & recorded therein its Book No.- 1, Volume No.- 1608, Pages from 23307 to 23321.

TITLE (PART- II) : -

AND WHEREAS by way of Registered Deed No.- 1423 for the year 1978 & Deed No.- 2521 for the year 1979 as stated above, Santosh Ranjan Nath, Monoranjan Nath & Sri Anil Ranjan Nath became the absolute owner of 4Cottah 11Chittak (i.e. 7.75 Decimal) land + 3Cottah 8Chittak land, i.e., in total more or less 8Cottah 3Chittak Land.

AND WHEREAS Santosh Ranjan Nath, Monoranjan Nath & Sri Anil Ranjan Nath, amicably partitioned their 8Cottah 3Chittak Land & with the satisfaction of all, said Santosh Ranjan Nath accepted the allotment of 2Cottah-5Chittak land in his favour and also mutated his name with Rajpur-Sonarpur Municipality bearing the then Holding No.- 89, A.P. Nagar(Paschim), Ward No.- 12.

TITLE (PART- III) : -

AND WHEREAS Sri Anil Chandra Ghosh, Sri Krishna Chandra Ghosh and Sunil Kumar Ghosh was the recorded owner of the said land and others land as per Revisional Settlement Record and while in peaceful possession said Krishna Chandra Ghosh sold, conveyed and transferred 15.5

Decimals land in favour of Bisakha Sundari Bhowmick and Hem Prava Bhowmick by a registered Deed of Sale, which was registered on 22.01.1960 at Baruipur Sub Registry Office and recorded in its Book No. 1, Volume No. 32, Pages 122 to 124, Being Deed No. 438, for the year 1960.

AND WHEREAS by the way of purchase said Bisakha Sundari Bhowmick and Hem Prava Bhowmick became the absolute owner of the said land and mutually demarcated their share of land and while in peaceful possession said Bisakha Sundari Bhowmick gifted her 7.75 Decimals of land in favour of Sri Nabadwip Chandra Nath by a registered Deed of Gift, which was registered on 28.07.1971 at Sonarpur Sub Registry Office and recorded therein its Book No. 1, Volume No. 32, Pages 122 to 124, Being Deed No. 2384, for the year 1971.

AND WHEREAS by the way of said Deed of Gift said Sri Nabadwip Chandra Nath became the absolute owner of the said land and while in peaceful possession said Sri Nabadwip Chandra Nath gifted 12 Chittaks land with structure in favour of Sri Bidyut Baran Nath by a Registered Deed of Gift, which was registered on 08.09.2000 at Sonarpur Sub Registry Office, being Deed No. 7703, for the year 2000.

AND WHEREAS Sri Bidyut Baran Nath also mutated his name with Rajpur-Sonarpur Municipality bearing Holding No.- 227, A.P. Nagar(Paschim), Ward No.- 12.

AND WHEREAS During their peaceful possession, said Santosh Ranjan Nath (S/o- Late Nabadwip Chandra Nath) & Bidyut Baran Nath (S/o- Santosh Ranjan Nath) jointly sold, transferred & conveyed in favour of Chatterjee Construction, all that piece & parcel of 2Cottah-5Chittak land (Old Holding No.- 89) & 12Chittak land (Old Holding No.- 227), i.e. in total 3Cottah-1Chittak of land. Said Deed of Conveyance was executed & registered on 30.09.2024 in A.D.S.R.- Sonarpur & recorded therein its Book No.- 1, Volume No.- 1608, Pages from 162125 to 162142, Being No.- 8207 for the year 2024.

AND WHEREAS By way of Purchase Deed No.- 8206 for the year 2024 & Purchase Deed No.- 8207 for the year 2024, said Chatterjee Construction represented by its Sole Proprietor Anup Chatterjee (S/o- Late Kalipada Chatterjee) became the absolute owner & possessor of all that piece & parcel of land measuring 7Cottah-2Chittak-43.5Sq.Ft. in Mouza- Sonarpur lying & situated at R.S. & L.R. Dag No.- 1535 under Ward No.- 12, Rajpur-Sonarpur Municipality, District- 24 Parganas (South).

AND WHEREAS after said Purchases, Chatterjee Construction mutated its name in relevant L.R Record of Rights under L.R Khatian Nos.- 7471, 7472 and also mutated its name with Rajpur-Sonarpur Municipality under Amalgamated Holding No.- 227 [Holding No.- 89(2Cottah-5Chittak), Holding No.- 90(4Cottah-1Chittak-43.5Sq.Ft.), Holding No.- 227(12Chittak)], A.P. Nagar(Paschim), Ward No.- 12, Rajpur-Sonarpur Municipality.

AND WHEREAS said Chatterjee Construction after following all statutory rules vide **Conversion Case No.- “CN/2024/1615/7989” dated 24/02/2025 and Conversion Case No.- “CN/2024/1615/8425” dated 04/03/2025**, converted said **7Cottah-2Chittak-43.5Sq.Ft. of Land from Sali to Bastu** passed by the competent statutory Land Authority “Office of the Block Land & Land Reforms Office” for the purpose of construction of Three(III)-Storied Residential Building there upon the said 7Cottah-2Chittak-43.5Sq.Ft. of land situates at Mouza- Sonarpur, J.L No.- 39, under L.R Khatian Nos.- 7471 and 7472 corresponding to R.S and L.R Dag No.- 1535, which is morefully described in the **SCHEDULE – ‘A’** below.

AND WHEREAS said Chatterjee Construction herein after complying all statutory rules and regulations of Rajpur-Sonarpur Municipality obtained necessary Building Plan bearing **Sanction Building Plan No.- “SWS-OBPAS/2207/2025/1729”, dated 21/07/2025**, for the construction of a Three(III)-Storied Residential Building upon the said 7Cottah-2Chittak-43.5Sq.Ft. of Bastu land which is known under the name and style “**SANDHA APARTMENT PHASE-II**” more-fully described in the **SCHEDULE – ‘A’** below.

AND WHEREAS said Chatterjee Construction(Land Lord/Vendor/Developer) herein has started/completed the process of construction of the said Three(III)-Storied Residential Building within the said Holding No.- 227, A.P. Nagar (Paschim), P.O. & P.S.- Sonarpur, Ward No.- 12, Under Rajpur-Sonarpur Municipality, in accordance with sanctioned Building plan, Building Rules and other provisions of Rajpur-Sonarpur Municipality.

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.Ft. Built-up Area ----- Sq.Ft. Super Built-up Area ----- Sq.Ft. be the same a little more or less situated on the -----side of the -----Floor of the said Three(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.Ft. built-up area ----- Sq.Ft. Super Built-up area -----Sq.Ft. 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.Ft. Built-up Area ----- Sq.Ft. Super Built-up Area -----Sq.Ft. situated at ----- side, on the ----- --Floor, of the said III-Storied building under **Holding No.– 227, A.P. Nagar(Paschim), 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 proportionate 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 III-Storeyed Building (**SANDHA APARTMENT PHASE- II**) 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 REFERRED TO:

(Description of the said Land \ Entire Property)

ALL THAT the piece and parcel of presently converted Bastu Land measuring **7Cottah-2Chittak-43.5Sq.Ft.** more or less situates in Mouza– Sonarpur , J.L No.– 39, R.S Khatian No.– 415, L.R Khatian Nos.– 7471 and 7472 corresponding to R.S and L.R Dag No.– 1535(P), Under Holding No.– 227, A.P. Nagar (Paschim), Ward No.–12, Under the jurisdiction of Rajpur– Sonarpur Municipality, P.S and A.D.S.R.O.– Sonarpur, District– 24 Parganas (South).

THE PROPERTY IS BUTTED AND BOUNDED BY:

ON THE NORTH: 6 Feet Wide Common Passage, Land of R.S. Dag No. 1535(P).

ON THE SOUTH: Land of R.S. Dag No. 1535(P) & R.S. Dag No. 1530.

ON THE EAST: Land of R.S. Dag No. 1534 & 21 Feet-16 Feet Wide Public Road.

ON THE WEST: Land of R.S. Dag No. 1535(P), 6 Feet Wide Common Passage.

THE SECOND SCHEDULE ABOVE RFFERRED TO

(Description of the Flat agreed to be sold)

ALL THAT a self-contained 1BHK/2BHK Flat being **Flat No -----** on ----- **Floor in -----** side, measuring -----**Sq.Ft. Carpet Area**, ----- **Sq.Ft. Built –Up Area**, -----**Sq.Ft. Super Built-up Area** more or less consisted of -----Bed Rooms, One Dining-Cum-Kitchen Room, One/Two Toilet and a Balcony in the said New Three(III)-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 “**SANDHA APARTMENT PHASE- II**”, 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 equipment's, 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 PURCHASERS

RECEIVED of and from the within named Purchasers 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 No.- 65 as per
Memo below:

MEMO OF CONSIDERATION

Date	Bank & Branch	Mode	Amount
(Rupees ----- Only)			

Witnesses:

1.

SIGNATURE OF VENDOR/DEVELOPER

2.