

DEED OF CONVEYANCE

THIS INDENTURE is made on this the day of , Two
Thousand Twenty AMONGST

“SHUSHOMA REALTY PRIVATE LIMITED”, (PAN- ABICS1877P), (CIN- U70109WB2022PTC252758), a private limited company incorporated in accordance with the provisions of The Companies Act., 2013, having its registered office at 48/E, B. T. Road, P.O. & Police Station - Sinthi, Kolkata - 700 050, represented by its authorized Signatory SRI AVIJIT SAHA, (PAN- AKOPS7243R), (Aadhaar No.6807 9496 8123), son of late Narayan Chandra Saha, residing at Beside Jatindra Lodge, College Street, Krishnagar -1, District Nadia, West Bengal P.O. Krishnagar , Police Station Kotwali, Pin code – 741 101, hereinafter referred to as “OWNER / VENDOR / PROMOTER” (which term or expression shall unless excluded by of repugnant to the context or subject be deemed to mean and include its successors in interest, successor-in-office, future directors, representatives and / or permitted assigns) of the ONE PART.

A N D

_____, (PAN- _____), (Aadhaar No. _____), (Ph- _____), son / daughter/ wife of _____, by faith Hindu, by occupation _____, by nationality Indian, residing at _____, P. O. _____ & Police Station _____, Kolkata / Pin code – _____, hereinafter jointly / collectively called and referred to as the “**ALLOTTEE/S**” (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his / her / their respective legal heirs, executors, successors, legal representatives, administrators and assigns) of the **OTHER PART**.

The Allottee/s and the Owners / Vendors / Promoter shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

A 1. One Amritesh Nitai Das purchased all that agricultural land measuring 129 Decimal lying and situate in Mouza Bamunpukur, R.S.Khatian Nos.2215, 1199, 1210, 1190, 920, 819, 1211, L.R. Khatian No.699, R.S. & L.R. Dag No.1373, J.L. No.09, Pargana Bagoan, Touzi No.08, under Police Station Nabadwip, District Nadia along with some other properties from Liakat Ali by virtue of a deed of sale, registered on 17/07/2006 before the D.S.R. Nadia in Book No.I, Being No.4222 for the year 2006. After the said purchase said Amritesh Nitai Das got the said property recorded in his name in the L.R. Record of Right under L.R. Khatian No.3343.

2. Said Amritesh Nitai Das thereafter sold and conveyed a portion of the said land measuring 33 Decimal [i.e. 20 (twenty) Cottahs more or less] lying and situate in Mouza Bamunpukur, R.S. Khatian Nos.2215, 1199, 1210, 1190, 920, 819, 1211, L.R. Khatian No.3343, R.S. & L.R. Dag No.1373, J.L. No.09, Pargana Bagoan, Touzi No.08, under Police Station Nabadwip, District Nadia, to one Mrs. Punam Dinesh Kocharekar alias Punam Kocharekar, wife of Mr. Dinesh V Kocharekar by virtue of a deed of sale, registered in the office of A.D.S.R. Nabadwip in Book No.I, Volume No.02, Pages from 177 to 182, Being No.72 for the year 2008 for valuable consideration mentioned therein.

3. After the said purchase said Mrs. Punam Dinesh Kocharekar alias Punam Kocharekar got the said property recorded in her name in the L.R. Record of Right under L.R. Khatian No.4274 and while so seized and possessed of the said property said Mrs. Punam Dinesh Kocharekar alias Punam Kocharekar sold and conveyed the said property to Geminy Sewing Machines Co. Pvt. Ltd., by virtue of a Deed of Conveyance dated 18/04/2019, registered in the office of the D.S.R. Nadia, in Book No.I, Volume No.1301-2019, Page from 95418 to

95445, Being No.5192 for the year 2019 for valuable consideration mentioned therein.

4. Shushoma Realty Pvt. Ltd., the Owner / Vendor / Promoter herein, by virtue of a Deed of Conveyance dated 01/08/2022, registered in the office of the Addl. Registrar of Assurances – I, Kolkata, in Book No.I, Volume No.1901-2022, Page from 321525 to 321550, Being No.190106764 for the year 2022, purchased the said property from the said Geminy Sewing Machines Co. Pvt. Ltd. for valuable consideration mentioned therein and took possession thereof. .

B. The Said Land is earmarked for building / constructing a residential cum Commercial project, comprising of a multistoried building having several flats, car parking spaces, commercial space and units and the said project shall be known as “ **GAURANG SUNDAR BHAVAN** ” (**"Project"**);

C. The Promoter got a G+VII storied building plan of the said property sanctioned from the Nadia Zila Parishad on 11/12/2024 on the basis of **Docket / ID No HS1226M93 dated 27/12/2022** and undertook construction of the said building consisting of several self contained flats, units, car parking spaces / garages, shops and spaces.

D. The Promoter applied for registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on and obtained WBRERA

E. The Allottees applied for an Apartment in the Project and had been allotted Side / facing Apartment / Flat being Flat No.‘.....’ on the Floor, Block – ‘.....’ of the said building, measuring Carpet Area sq. ft., Balcony Area of sq. ft. more or less, corresponding to Super Built Up Area sq. ft. more or less along with one side Covered Car Parking Space bearing No....., admeasuring square feet more or less in the **Ground** floor, Block - of the said building as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as

defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in the Second Schedule and the floor plan of the apartment is annexed hereto at the end of the deed in a separate sheet, to be treated as part of this deed;

AND WHEREAS thus the Promoter / Developer agreed to sell and the the Purchasers / Allottees have agreed to Purchase the said self contained independent Side / facing Apartment / Flat being Flat No.‘.....’ on the Floor, Block – ‘.....’ of the said building, measuring **Carpet Area of** sq. ft., Balcony Area of sq. ft. more or less, corresponding to Super Built Up Area sq. ft. more or less and one side Covered Car Parking Space bearing No....., admeasuring square feet more or less in the **Ground** floor, Block - of the said building Together with undivided proportionate impartible share or interest in the land comprising the said premises including all easement right over all the common parts and common portions in the said premises at and for a total sum of Rs...../- (Rupees only) [i.e. Rs...../- for the said Flat / Apartment and Rs...../- for the said Car Parking Space] and the Allottees / Purchasers herein accepted the said offer i.e. to purchase the aforesaid Flat / Apartment and the Car Parking Space hereinafter collectively called the ‘Said Units’ against the aforesaid consideration and accordingly the parties hereto entered into an Agreement for Sale to that effect on

AND WHEREAS in terms of the said Agreement for Sale the Promoter / Developer has agreed to sell and the Allottees / Purchasers have agreed to purchase forever and absolutely ALL THAT the self contained independent Side / facing Apartment / Flat being Flat No.‘.....’ on the Floor, Block – ‘.....’ of the said building, measuring **Carpet Area of** sq. ft., Balcony Area of sq. ft. more or less, corresponding to Super Built Up Area sq. ft. more or less AND one side Covered Car Parking Space bearing No....., admeasuring **135** square feet more or less in the **Ground** floor, Block - of the said building, fully described in the Second Schedule hereunder written Together with undivided proportionate

impartible share and interest in the land comprising the Said Premises upon which the same has been built as has been described in the First Schedule hereunder written together with undivided proportionate share or interest in all the common areas and common facilities as fully described in the Third Schedule hereunder written free from all sorts of encumbrances against a total consolidated consideration of Rs...../- (Rupees) only, free from all encumbrances.

AND WHEREAS the Allottees / Purchasers have taken inspection of the sanctioned building plan in respect of the said building and all other papers and documents on title to the Said Property and have also made all necessary and relevant investigations, enquiries and searches as to the title thereof and have satisfied themselves and accepted the title of the Owners / Vendors in respect of the Said Property and the right and authority of the Promoter / Developer in the said building as well as in the said Apartment and car parking space and declare not to question the same and / or put any requisition henceforth with regard thereto.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

That in pursuance of the aforesaid agreement and in consideration of the sum of Rs...../- (Rupees only) paid by the Allottees / Purchasers to the Promoter / Developer on or before the execution of these presents (the receipt whereof the Promoter / Developer doth hereby as also by the memo hereunder written admit and acknowledge, the Vendors and the Promoter / Developer do hereby release, discharge and acquit the Allottees / Purchasers from payment of the said amount and every part thereof as also the Said Units hereby sold and transferred), the Vendors as well as the Promoter / Developer do hereby indefeasibly grant, sell, convey, transfer, assign and assure and relinquish their all right, title and interest and deliver possession thereof and the Promoter / Developer confirm the sale and thereby releases and assigns its right and interest unto the Allottees / Purchasers, their heirs, executors, administrators, legal representatives and assigns free from all

encumbrances, attachments and other defects in title ALL THAT the self-contained independent Side / facing Apartment / Flat being Flat No.‘.....’ on the Floor, Block – ‘.....’ of the said building, measuring Carpet Area sq. ft., Balcony Area of sq. ft. more or less, corresponding to Super Built Up Area sq. ft. more or less AND one side Covered Car Parking Space bearing No....., admeasuring **135** square feet more or less in the **Ground** floor, Block - of the said building morefully and particularly described in the Second Schedule hereunder written and demarcated in the annexed plan and therein bordered in red ink Together With lateral, vertical, overhead, underneath support and supporting and inserting beams with half the depth in all joints above between its ceiling above and the floor below and with full ownership of all doors, windows, fittings, fixtures both sanitary and electrical Together Further With undivided proportionate impartiable share or interest in the land comprising the Said Premises TOGETHER WITH undivided proportionate right in the common areas and facilities in the Said Premises marked as common areas in common with the other flat / apartment owners or lawful occupiers of the said building and the said common areas as set out and described in the Third Schedule hereunder written together with absolute transferable and irrevocable right of ownership free from all encumbrances and charges whatsoever and of uninterrupted and peaceful enjoyment and occupation thereof in all and every manner OR HOWSOEVER OTHERWISE the Said Units, hereditaments and premises hereby sold or expressed or intended so to be are or is or at any time hereinbefore were or was situated butted bounded called known numbered described and distinguished TOGETHER WITH all deeds, pattas, muniments of title whatsoever in anywise relating to or concerning the Said Property or any part thereof which now or hereinafter shall or may be in possession or control of the Vendors / Association or any other person or persons from whom they may have procured the same without any action in law or in equity and all rights and advantages of the Vendors by and under the covenant for production of relevant title deeds, relating to the entire property Together with All yards, areas, sewers, drains, water, water courses, paths, passages, rights, lights, liberties, privileges, easements, appendages and appurtenances whatsoever

thereunto belonging or in any wise appertaining thereto or that the same or any part thereof is usually held, used, occupied, enjoyed or accepted or reputed or known as part or parcel or member thereof or appurtenant thereto AND all estate, right, title, interest, property, claim and demand whatsoever of the Vendors into upon or in respect of the Said Units and properties appurtenant thereto including the undivided share of the land AND ALSO TOGETHER WITH the free unfettered transferable and heritable right to own use occupy and enjoy the Said Units as absolute owner thereof AND ALSO TOGETHER with the easements or quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Units hereunder written TO HAVE AND TO HOLD the Said Units hereditaments and every part thereof and all other properties rights and benefits including the right of way etc. as stated above hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Allottees / Purchasers absolutely and forever free from all encumbrances liens lispendens and attachments whatsoever AND the Vendors and the Promoter / Developer do hereby covenant with the Allottees / Purchasers That notwithstanding any act deed matter or thing by the Vendors and the Promoter / Developer or by any of their predecessor-in-interest or any person lawfully or equitably claiming, by, from, through, under or in trust for them made done or executed, committed or omitted or knowingly suffered to the contrary, the Vendors are now lawfully and rightfully seized and possessed of and / or otherwise well and sufficiently entitled to the Said Units and all other benefits and right and each and every part thereof hereby granted, sold, conveyed, transferred, assigned and assured unto and to the Allottees / Purchasers in the manner aforesaid for perfect and indefeasible estate or inheritance without any manner or conditions or other things whatsoever to alter, defect, encumber or make void the same AND that notwithstanding any such act deed or thing whatsoever by the Vendors and Promoter / Developer or by any of their predecessor-in-interest or any person lawfully or equitably claiming, by, form, through, under or in trust for them made, done, committed, omitted or knowingly suffered to the contrary the Vendors and the Promoter / Developer now have in themselves good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure

the Said Units and the undivided proportionate share of the land and all other properties, benefits and rights hereby granted, transferred, conveyed and assured and intended or expressed so to be unto and to the use of the Allottees / Purchasers in the same manner aforesaid according to the true intent and meaning of these presents AND it shall be lawful for the Allottees / Purchasers from time to time and at all times hereafter peaceably and quietly to enter upon, hold, possess, use and enjoy the Said Units and every part thereof including the properties appurtenant thereto including the undivided proportionate share of land and all other properties, benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Allottees / Purchasers in the manner aforesaid described in the SECOND SCHEDULE hereunder written with every right to sell, gift, bequeath or any wise transfer or alienate the Said Units and to receive all rents, issues and profits thereof and of every part thereof to and for **their** use and benefit without any suit, lawful eviction, hindrance, interruption, claim and demand whatsoever for or by the VENDORS or PROMOTER / DEVELOPER or by any person or persons lawfully or equitably claiming or to claim through, by, under or in trust for them AND that free and clear and freely and clearly and absolutely acquitted, exonerated and forever discharged or otherwise by the Vendors and the Promoter / Developer well and sufficiently saved, defended and kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances liens lispendens attachments uses debutters trusts whatsoever, had, made executed, created, occasioned or suffered by the Vendors and the Promoter / Developer or any other person or persons lawfully or equitably claiming or to claim, by, from, under or in trust from them and all claims demand actions and proceedings as may be occasioned by reason thereof AND further that the Vendors and the Promoter / Developer and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the Said Units or any part thereof from under or in trust for the Vendors and the Promoter / Developer shall and from time to time and at all times hereafter at the request of the Allottees / Purchasers, do, make, acknowledge, execute and perform and perfect or cause to be done, executed and performed all such further and other lawful reasonable acts, deeds, things

and assurances in respect of the Said Units whatsoever for the better and more perfectly assuring the Said Units and the undivided proportionate share of the land and every part thereof described in the Second Schedule hereunder written unto and to the Allottees / Purchasers in the manner aforesaid as by the Allottees / Purchasers shall be reasonably required.

IT IS HEREBY COVENANTED AS FOLLOWS:

1. The Allottees / Purchasers, their servants and agents shall not in any way block obstruct or cause to be obstructed the common passages, landings, areas, roof, lift, lobby or staircases of the building / Premises nor store therein any rubbish or other materials, goods or furniture nor shall do or cause to be done or allow any act deed matter or thing whereby the use and enjoyment of the common parts, the common amenities and the common facilities of the said building / Premises be in anyway prejudicially affected or vitiated.
2. The Allottees / Purchasers and **their** employees, the visitors and **their** agents will have the right of ingress in and egress out of the Said Apartment / Flat through the staircase, landings, corridors, lift and passages leading to the main entrance, common spaces and / or the road.
3. The Allottees / Purchasers shall not for any reason whatsoever obstruct the Promoter / Developer and / or the owners in their transferring the other saleable flats and spaces of the said building / Premises to any other person or persons nor do any act, deed or thing whereby the Promoter / Developer / owners are prevented from selling, assigning or disposing of other portion or portions of the said buildings / Premises.
4. The Allottees / Purchasers shall after taking possession of the Said Units not for any reason whatsoever obstruct or withhold or in any way interfere with Promoter / Developer's completion of further construction

of any part of the building notwithstanding any temporary inconvenience caused to the Allottees / Purchasers in enjoyment of the Said Units and the common areas.

5. The Allottees / Purchasers shall not allow any occupier of the Said Units to demolish or remove or cause to be demolished or removed any structure, roof, ceilings, walls etc. in or about the 'Said Units' or of the building nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Said Units or any part thereof or to the building, rather shall keep the common portions, sewers, drains, pipes in the building and appurtenances thereto and the 'Said Units' in good repair condition and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC or other structural members in the Said Units or any portion of the building causing danger to the existing structure of the building whereupon the said Units are situated PROVIDED THAT nothing herein contained shall prevent the Allottees / Purchasers or the occupier thereof to decorate the Said Apartment Flat and Car Parking Space and / or repair and / or replace any fixture and fittings, worn out doors, windows and grills or to fix exhaust fans, ventilator, air conditioning and air cooling machines without causing damage to the walls and the building and to effect such other repairs as may be necessary for the use, occupation and / or enjoyment of the Said Units.
6. The Allottees / Purchasers will at **their** cost maintain and carry out all internal repairs to the Said Apartment / Flat to support and protect other supporting parts of the building and shall abide by all laws, bye-laws, rules and regulations of the Government, and / or any other authorities, association and local bodies and shall attend, answer and be responsible for violations and breach of any conditions or laws or rules and regulations. Allottees / Purchasers shall observe and perform all the terms and conditions herein contained.

7. It is hereby agreed and declared that the interest of the Allottees / Purchasers in the said land and building is impartible and the Allottees / Purchasers shall at no point of time demand partition of his Said Units or interest in the undivided common areas of the building or the land comprising the Said Premises.
8. The Allottees / Purchasers shall not keep nor store in the Said Units or in any portion of the said premises any inflammable or combustible articles, such as explosive, chemicals or any offensive articles such as hides manures or any other article giving an offensive smell or materials which are of hazardous, obnoxious, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building or storing of which is unlawful, nor shall the Allottees / Purchasers do anything which shall be or constitute any nuisance or annoyance to the occupiers of the other flats / units in the said building. In case any damage is caused to the building or the flats situated therein due to negligence or default of the Allottees / Purchasers, the Allottees / Purchasers shall be liable for the consequence of breach of any such default. The Allottees / Purchasers can, however, keep in store kerosene oil, L.P.G. etc. for domestic use.
9. The Allottees / Purchasers shall not throw or accumulate any dirt, rubbish, garbage or permit the same to be thrown or allow the same to be accumulated in the Allottees / Purchasers' Apartment / Flat and Car Parking Space or in the compound or any portion of the building and Premises and shall not light or burn coal, coke or charcoal in the common areas of the Said Premises.
10. Allottees / Purchasers shall not operate any machine save that for usual quiet domestic purposes; Grinding stone or mortar shall not be allowed to be used in the flat or in the building / premises. The Allottees / Purchasers shall not disturb the peaceful and quiet atmosphere of the

domestic living or endanger the common interest, safety and security of the building.

11. That an Association of Flat / Unit Owners would be formed for the management of the said building / Premises and for the common purposes and of which the Allottees / Purchasers shall be member and the Allottees / Purchasers shall co-operate in such formation of the Association and bear and pay the proportionate share of the cost of formation and the expenses for the Association and upon formation of the Association the Allottees / Purchasers shall observe and perform all the rules and regulations of the Association as may be adopted from time to time and all times for protection, maintenance, use and occupation of the said building / Premises.
12. The Allottees / Purchasers shall pay proportionate share towards all outgoing in respect of the Said Units and also the proportionate share of monthly maintenance charges and for service and maintenance of the common parts, the common amenities, the common easements etc. from the date of registration.
13. As long as the Said Units in the said building is not separately assessed for municipal taxes, building taxes, Urban Land taxes and other taxes / charges, which may hereafter be payable, the Allottees / Purchasers shall pay proportionate share of water and electricity charges and municipal taxes and other statutory taxes as assessed on the whole building, to the Developer and on its formation to the Association. Once the Said Units are separately assessed the Allottees / Purchasers shall be liable directly to the authority / department concerned for such payment of the rates and taxes.
14. That the Allottees / Purchasers shall have right to mutate their names as joint Owners of the Said Units in the records of the Baranagar Municipality and elsewhere and / or have the Said Units separately

numbered and assessed for taxes and revenues and the Vendors or Promoter / Developer shall whenever required by the Allottees / Purchasers give their consent or approval in writing for the purpose of such mutation and separate assessment.

15. The Allottees / Purchasers shall use the Said Flat for residential purpose only and in no case shall use the same as nursing home, public guest house, center of public worship or assembly, boarding house or a commercial place or harbour therein any criminal or terrorists.
16. Once registration and possession of the Said Units is handed over by the Developer to the Allottees / Purchasers, the Allottees / Purchasers shall not be entitled to make any objection as regards the quality of workmanship or the materials used for construction of the Said Units and the building or any other matter in connection thereto nor shall **they** make any claim in this behalf.
17. That all the occupiers / owners of the flats in the building shall enjoy the roof in common and have the right to install TV antenna, dry cloths and maintain the overhead water tank and the accessibility of the roof will not be obstructed by the Allottees / Purchasers in any manner whatsoever. Howsoever, the Promoter shall have the right to use the roof of the said premises by installing tower, hoarding etc. and have the monetary benefit therefrom solely and no Allottees / Purchasers or Vendors shall be entitled to raise any objection in this matter in any way, whatsoever nor demand any monetary benefit therefrom. Safety rules and precaution for installation of the same should be complied with.
18. Allottees / Purchasers shall not affix or draw any wires, cables, pipes etc. from and to or through any common parts or common portions or other units save in the manner permitted by the Association.

19. The Allottees / Purchasers shall apply to the C.E.S.C. for **their** separate electric meter and bear the cost thereof i. e. installation cost, security deposit, misc. costs etc. The meter would be installed in the common electric meter space of the building / Premises.
20. The Allottees / Purchasers shall not decorate and / or paint the exterior of the said building / flat, doors and windows, grills etc. otherwise than in a manner agreed by the majority of the flat owners or the Association but can do so in compelling circumstances in a manner as near as may be in which it was previously decorated or painted.
21. The Allottees / Purchasers shall permit the Association and its authorized agent with or without workmen at all reasonable time upon service of notice to enter into the Apartment / Flat of the Allottees / Purchasers to check / view and examine the state and condition of the different service connection and for the purpose of cleaning, repairing and keeping in order the said sewerages, drain pipes, rain water pipes, electric cables, conduits etc.
22. The Allottees / Purchasers will have the right to transfer absolutely by way of sell, mortgage, lease or gift or otherwise the whole of the said Units to others absolutely independently and without any consent of the other flat owners or occupiers.
23. The Allottees / Purchasers shall not keep car in the passage making obstruction / blockage in the free movement of other Co-Purchaser/s and their Cars / Vehicles.
24. The Allottees / Purchasers shall not use or allow to be used the said Car parking Space for any illegal purpose nor store therein any rubbish, obnoxious, hazardous, contraband articles.

25. The Allottees / Purchasers shall not cause any injury to the foundation or column of the building or the floor or the roof of the said Car parking space.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the entire existing property)

ALL THAT piece and parcel of Bastu land measuring 33 Decimal [i.e. 20 (twenty) Cottahs more or less] together with Eight storied building standing thereon, lying and situate Mouza Bamunpukur, R.S. / L.R. Dag No.1373, R.S. Khatian Nos.2215, 1199, 1210, 1190, 920, 819 & 1211, L.R. Khatian No.11192 (earlier L.R. Khatian No.9659 then 4274), J. L. No.09, Pargana Bagoan, Touzi No.08, under Police Station Nabadwip, District Nadia, within the limits of Bamunpukur Gram Panchayet – I, Pin – 741 313, which is buitted and bounded by:

ON THE NORTH : 16' wide Kancha Passage;

ON THE SOUTH : 16' wide Kancha Passage;

ON THE EAST : 16' wide Kancha Passage;

ON THE WEST : 16' wide Kancha Passage.

SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT a self-contained independent side / facing Apartment / Flat being No.‘.....’ on the Floor, Block ‘...’ of the said building measuring **Carpet Area** of square feet (.....) more or less, Balcony Area of sq. ft. more or less, corresponding to sq. ft. more or less (Super Built Up Area), comprising of Bed Rooms, **one** Kitchen, **two** Toilets, **one** Living / Dining Room and **one** Balcony along with right to park one car in the covered independent Car Parking space No.....,

admeasuring square feet more or less on the Ground floor of the said building together with undivided proportionate impartible share and interest in the land comprising the said Premises Together With undivided right in common areas and facilities and the right of support and Together With all easement, quasi-easement rights attached thereto Together with right of access, right of way, right of protection and right of passage in common. The floor plan is appended as Annexure – II.

THIRD SCHEDULE

(Common Areas and Facilities)

- i. Stairs, stair cases, landings, Lift, lobby, corridor, paths, entrance ways, top roof, terrace, parapet walls, corridors, boundary walls, gates etc.
- ii. The main R.C.C. structures and foundations, beams, columns, main walls, girders, supports etc.
- iii. Additional Amenities like INTERCOM FACILITY, 24-HOURS SECURITY, AC COMMUNITY HALL. C.C. T.V Camera, Caretaker's room, Iron Removal Plant.
- iv. Under ground water reservoir, overhead water tank, motor / pump, common electrical installations for lighting the common areas and the common electric meters, side and back spaces, common meter space etc.
- v. Sewerages, plumbing, common water pipes / lines, gutters, drains, septic tanks etc.

FOURTH SCHEDULE

(Common Expenses)

1. MAINTENANCE : All proportionate expenses for maintaining by way of white washing, painting, repairing, repainting, rebuilding, reconstructing, redecorating, renovation and replacement in the common areas and common installations of the said building.
2. OPERATIONAL : All proportionate expenses for running and operating all sorts of machineries, equipments and other common installations including its costs of repairing and replacing.
3. STAFF : The salaries and all other expenses on account of staff employed or to be employed for the common purpose including bonus and other emoluments payable to such staff, workmen and employees and / or labourers.
4. DEPOSITS : Expenses and deposits for supplies of common utilities to the co – owners.
5. ASSOCIATION : Establishment and all other expenses of the association including its formation, office establishment and miscellaneous expenses.
6. INSURANCE : Proportionate share of cost against insuring the said building and / or the common areas and installations thereon.
7. RESERVOIR : creation of fund for the purpose of replacement, renovation and / or similar other purposes.
8. OTHERS : All other expenses and / or outgoings including legal expenses, as may be incurred by the Promoter and / or the Association for common purposes.

FIFTH SCHEDULE

The Allottees / Purchasers and other co-owners and the Vendors (being co-owners) shall allow one another the following rights, easements, quasi-easements, privileges and / or appurtenances:

- i. The right of flat / apartment owners over all the common passages on the ground floor of the said building.
- ii. The right to use all utilities including connections of telephone, cables, conduits etc. through each and every common part of the ground floor including the common portions of the said building.
- iii. Right of support, shelter and protection of each portions of the building by other and / or others thereof so far as they may protect the same.
- iv. The absolute, unfettered and unencumbered rights over the common areas and installations subject to the terms and conditions herein contained.
- v. Such rights, supports, easements and appurtenances as are usually held, occupied or enjoyed as part and parcel of the Said Apartment.

IN WITNESS whereof the parties hereto executed this Deed the day, month and the year first above written.

WITNESSES:

1.

Signature of the Vendors / Promoter

2.

Drafted & prepared by me as per the
instructions given & documents supplied
by the parties and approved by them:

Signature of the Allottees / Purchasers

MEMO OF CONSIDERATION

RECEIVED from the within named Allottees / Purchasers the within mentioned
total consideration of Rs...../- (Rupees) only in the following
manner:

.....

WITNESSES:

1.

2.

Signature of the Vendor / Promoter

