

DEED OF SALE

THIS DEED OF SALE made on this the _____ day of _____
2019.

BETWEEN

- (1) **MESSERS MANGLA GAURI CONSULTANTS PRIVATE LIMITED (PAN-AABCM7670E)**, a registered private limited company having its registered office at 46A/33/3, Shibpur Road, Police Station Shibpur, District Howrah, represented by one of its directors **SRI AVIJIT GHOSH (PAN-ADPFG5982D)**, son of Late Gopal Chandra Ghosh, by faith Hindu, by occupation Business residing at 59, Dharmatala Lane, P.O. and Police Station Shibpur and District Howrah-711102, CIN-U74140WB1992PTC056520
- (2) **MESSERS SUMERU SUPPLIERS AND TRADERS PVT. LTD. (PAN-AAICS7025G)** represented by its Director **SRI ATUL CHANDRA GHOSH (PAN-_____)**, son of Late Abhay Charan Ghosh, by faith Hindu, by occupation Business, having its office at 68, Shibpur Road, P.O. and P.S. Shibpur, Dist: Howrah-711102 hereinafter called the LANDLORD/ OWNER (which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators, assigns etc.) of the **FIRST PART**.

AND

..... hereinafter called the PURCHASER (which expression shall unless excluded by or repugnant to the context include his heirs, executors, assigns, administrators, legal representatives etc.) of the **SECOND PART**.

AND

MESSERS MANGLA GAURI CONSULTANTS PRIVATE LIMITED (PAN-AABCM7670E), a registered private limited company having its registered office at 46A/33/3, Shibpur Road, Police Station Shibpur, District Howrah, represented by one of its directors **SRI AVIJIT GHOSH (PAN-ADPFG5982D)**, son of Late Gopal Chandra Ghosh, by faith Hindu, by occupation Business residing at 59, Dharmatala Lane, P.O. and Police Station Shibpur and District Howrah-711102, CIN-U74140WB1992PTC056520

hereinafter called the DEVELOPER/CONFIRMING PARTY (which expression shall unless excluded by or repugnant to the context include its heirs, executors, assigns, administrators, legal representatives etc.) of the **THIRD PART**.

AND WHEREAS at all material point of time one Pulin Bihari Halder, now deceased, was the owner of the mokorari mourashi bastu land with pucca structure standing thereon measuring altogether 24

kathas 6 chittaks comprises within Howrah Municipal Corporation holding no. 37, 37/1, and 37/1/3, **Kshetra Banerjee Lane**, Shibpur, Howrah-2 under ward no. 33 be the same a little more or less within the jurisdiction of District Registry and Sub-registry Howrah.

AND WHEREAS the said Pulin Bihari Halder got the aforesaid properties by virtue of a registered Deed of Partition executed between his other co-sharer, Sri Bankim Chandra Halder.

AND WHEREAS afterwards the said Pulin Bihari Halder sold away the entire property measuring **24 kathas 6 chittaks** by a registered deed of sale dated 11/08/1943 to one Banerjee, Samanta, Mondal & Co. being a partnership firm having their respective shares and interest as mentioned in the said deed of sale.

AND WHEREAS thereafter disputes and differences arose between the partners of the aforesaid partnership firm and in consequence to that one of the partners Birendra Nath Samanta instituted a civil suit before the court of the Learned First Sub-Judge Howrah being T.S. 17 of 1947 against the other partners, namely Monoranjan Bandopadhyay & others and Jugal Kishore Mondal, Kenaram Daw, Smt. Henarani Majhi and Smt. Subhashini Samanta & others. Subsequently the said suit was compromised declaring the respective share of the partners in the aforesaid partners and the said partnership was dissolved by a compromised decree dated 03/02/1956 passed by the learned Court.

AND WHEREAS the said Monoranjan Bandopadhyay & others sold away their allotted share to Sri Hiralal Mondal and Pannalal Mondal by virtue of a registered deed of sale duly registered in Deed No. 5655 dated 26th December, 1956.

AND WHEREAS thereafter the said Smt. Subhashini Samanta and Smt. Henarani Majhi sold away their settled share in the property measuring **1 katha** to Sri Jugal Kishore Mondal and Sri Hiralal Mondal by virtue of a registered Deed of Sale duly registered in Deed No. 2209 dated 18th March, 1968.

AND WHEREAS again the said Subhashini Samanta and Henarani Majhi sold away jointly their respective share in the aforesaid property measuring **8 chittaks** to Sri Pannalal Mondal by virtue of a registered Deed of Sale duly registered in Deed No. 2210 dated 17th March, 1968.

AND WHEREAS again one of the partners Sri Kenaram Daw executed a registered Deed of Gift in respect of his share measuring **13 chittaks** out of the aforesaid property to one Smt. Smritikana Mondal by virtue of a registered Deed of Gift duly registered in Deed No. 4889 dated 17th August, 1967.

AND WHEREAS thereafter one Hiralal Mondal and Pannalal Mondal along with Birendra Nath Samanta now deceased and other co-sharers mutated their names in the record of Howrah Municipal Corporation separately in respect of three separate holdings which is now known

as an individual unit being Holding no. 37, 37/1 and 37/1/3, Kshetra Banerjee Lane, P.S. Shibpur, Dist: Howrah out of which the measurement of holding no. 37 has been shown as **14 kathas 8 chittaks 12 square feet**, measurement of holding no. 37/1 has been shown as **7 kathas 4 chittaks 23 square feet** and measurement of holding no. 37/1/3 has been shown as **3 kathas**.

AND WHEREAS in the mean time a land measuring **9 chittaks 13 square feet** be the same a little more or less out of holding no. 37, Kshetra Banerjee Lane, have been acquired by the H.R.B.C. against L.A. case no. 291 II (II) (12) of 76-77.

AND WHEREAS thereafter the entire measurement of the aforesaid three holdings reduced to **23 kathas 12 chittaks 32 square feet** more or less from **24 kathas 6 chittaks** and the present vendors are now the lawful owners of the aforesaid **property**.

WHEREAS the Vendor No. 1 purchased 5 Cottah 12 Chittaks 18 Sq.ft. of mokorari mourashi bastu land together with erstwhile structure standing thereon comprises within holding No. 37, Kshetra Banerjee Lane, P.O. and P.S. Shibpur, District-Howrah, under Ward No. 33, from the then owners jugal Kishore Mondal and others by virtue of a registered Deed of Sale duly registered in Book No. I, Volume No. 32, pages from 8149 to 8165, Being No. 11169 for the year 2009 dated 06.11.2009 before the Office of the D.S.R. Howrah;

AND WHEREAS the Vendor No. 1 again purchased 5 Cottah 09 Chittaks 22 Sq.ft. of mokorari mourashi bastu land together with erstwhile structure standing thereon comprises within holding No. 37 and 37/1, Kshetra Banerjee Lane, P.O. and P.S. Shibpur, District-Howrah, under Ward No. 33, from the then owners Hiralal Mondal and others by virtue of a registered Deed of Sale duly registered in Book No. I, Volume No. 32, pages from 8166 to 8180, Being No. 11171 for the year 2009 dated 06.11.2009 before the Office of the D.S.R. Howrah;

AND WHEREAS the Vendor No. 1 further purchased 3 Cottah 01 Chittaks 36 Sq.ft. of mokorari mourashi bastu land out of holding No. 37/1 and 3 Cottah of mokorari mourashi bastu land out of holding No. 37/1/3, Kshetra Banerjee Lane, P.O. and P.S. Shibpur, District-Howrah, under Ward No. 33, altogether 6 Cottah 1 Chittak 36 Sq.ft. together with erstwhile structure standing thereon from the then owners Jugal Kishore Mondal and others by virtue of a registered Deed of Sale duly registered in Book No. I, Volume No. 32, pages from 8181 to 8198, Being No. 11172 for the year 2009 dated 06.11.2009 before the Office of the D.S.R. Howrah;

AND WHEREAS due to some financial reasons one Hiralal Mondal and Pannalal Mondal sold away their undivided share wherein Hiralal Mondal owned and possessed **3 kathas 1 chittaks 31 square feet** being the part of his share and Pannalal Mondal owned and possessed **3 kathas 3 chittaks 15 square feet** being the part of his share which

amounts to altogether **6 kathas 5 chittaks 1 square feet** out of premises no. **37, Kshetra Banerjee Lane, P.S. Shibpur, Dist: Howrah along with R.T. Shed structure standing thereon be the same a little more or less** to the Vendor No.2 herein being party of the First Part vide a registered Deed of Sale registered in Book No. I, C.D. Volume No. 32, Pages 8118 to 8132, Being No. 11172 for the year 2009 dated 6th November 2009.

AND WHEREAS thereafter , the Vendor No. 2 herein entered into a registered development agreement with the Developer/ confirming party of the Third Part herein, for developing his property measuring 6 Cottah 5 Chittaks 1 Sq.ft. as he purchased out of holding No. 37, Kshetra Banerjee Lane, P.O. and P.S. Shibpur, District-Howrah-711102, which was registered in Book No. I, Volume No. 13, pages from 3139 to 3158, Being No. 06190 for the year 2013 dated 25.07.2013 before the Office of the A.D.S.R. Howrah. A registered Power of Attorney was also executed by the Vendor No. 2 herein, in favour of the Confirming Party/ developer herein

AND WHEREAS thereafter a Deed of amalgamation was executed and registered in the Office of A.D.S.R. at Howrah and recorded in Book No. I, Volume No. 6, pages from 1 to 20, Being No. 01169 for the year 2010 dated 10.03.2010 wherein the aforesaid property has been described in Schedule D and marked in colour RED in the plan annexed to that Deed and the holding number has been renumbered as amalgamated holding No. 37/1, Kshetra Banerjee Lane, P.O. and P.S. Shibpur, Dist: Howrah-711102, Ward No. 33.

AND WHEREAS the party hereto of the Third Part on the request and approach of the Party of the First Part has agreed to develop the property as per the sanctioned plan which would be sanctioned by the Howrah Municipal Corporation.

AND WHEREAS the owner herein to get more profit from the said property, the owner/ First Party is desirous to construct new masonry building upon the "A" Schedule mentioned property and herein after called the said property , but due to lack of experience in the line of construction the First Party was in search of a good, experienced and financially capable Developer/Confirming party who could do the needful construction on the said property;

AND WHEREAS the party hereto of the third Part on the request and approach of the party of the First Part have agreed to develop the said property as per sanction plan.

AND WHEREAS the party of the First Part and the Party of the Third Part entered into a registered joint venture agreement on the 25.07.2013 for developing the "A" schedule property which was registered in the Office of A.D.S.R. at Howrah and recorded in Book

No. I, Volume No. 13, pages from 3139 to 3158, Being No. 06190 for the year 2013.

AND WHEREAS to specify the power conferred upon the Developer/Confirming party with the right to proceed with the construction and to sell the said flats to the intending buyers with rights to accept advances from them in connection with the sales, the said Owner has executed, registered and granted one instrument of Power of Attorney in favour of the Developer/Confirming party above named appointing him the Constituted Attorney on 25.07.2013 which was registered in the Office of A.D.S.R. at Howrah and recorded in Book No. I, Volume No. 13, pages from 3174 to 3193, Being No. 06191 for the year 2013.

AND WHEREAS on the basis of such Power conferred upon the Third Part, the Developer/Confirming party proceeded with said construction work and on preparation of a building plan, which was duly sanctioned by the Howrah Municipal Corporation vide **B.R. No. BRC-35/14-15 of Borough- 11/ dated 02.07.2014, Ward No. 33** and the construction work is proceeding as per the said plan.

AND WHEREAS the proposed building is to be constructed as per the strict pursuance of the said plan sanctioned by the Howrah Municipal Corporation but the Developer reserves his right to make such changes in the design and specifications of the proposed building and in its total lay out as may be found beneficial and necessary for which no prior approval of the Purchaser or the vendor remains necessary.

AND WHEREAS the Purchasers mentioned herein approached the Developer with a view to purchasing a flat/apartment in the said building and the Purchasers have also inspected the instruments and other documents of the title of the said Owner in the said property and that of the propriety of the Developer to develop the said "**A**" **Schedule** property and have satisfied themselves after perusing the documents and making proper enquiries at the relevant places as to the free and clear title of the said Owners in and that of the absolute and lawful propriety of the Developer to develop the said "**A**" **schedule** property.

AND WHEREAS the Purchasers have also inspected the Sanctioned Plan and the specifications of the said building, as kept in the office of the Developer and is totally

satisfied as to the same and is also aware of the Developer's intention to construct further floors on the proposed building, in due course of time and the intentions to develop the other areas in the said premises and to which the Purchasers have no objection.

AND WHEREAS the Developer has also informed the Purchasers that in fulfilling the conditions set forth in the present agreement the Developer and the Owners shall be ready to register necessary Deed(s) of Conveyance in favour of the Purchasers subject to their making payment of all costs and Duties and Fees in that connection.

AND WHEREAS it has also been made clear by the Confirming Party that he shall continue to be at liberty to sell, lease out, transfer in any manner at his own discretion the other flats/apartments and other portions of the said building under construction which comes under his allocation in terms of the said agreement and which is not agreed to be sold by virtue of this agreement, without any objection whatsoever from the part of the Purchasers.

AND WHEREAS the Purchasers being interested to acquire a residential flat in that building entered into an Agreement for Sale with the Vendor and Confirming Party on 29.11.2019 to purchase a **flat being Flat No.** measuring an area of **square feet** including super built up area, described in the "**B**" **Schedule** below, on the **floor** (..... **side**) of the said building already been constructed by the Confirming Party and described in the "**A**" **Schedule** below, along with rights to common areas, spaces, passages, services, advantages, easements appurtenant to the said flat, having been fully described in the "**C**" **Schedule** below for a total consideration of **Rs.**=00 (**Rupees**) **only** to be paid to the Confirming Party.

NOW THIS INDENTURE WITNESSETH that in pursuance of that agreement and in consideration of **Rs.**=00 (**Rupees**) **only** to be paid to the Confirming Party paid by the Purchasers (the receipt of which the Confirming Party hereby acknowledges) as per the **Memo of Consideration** below the Vendor and Confirming Party do hereby sell, grant, transfer, convey, assign and transfer by way of sale, unto the

Purchasers forever **ALL THAT** the said flat on the floor (..... side) of the property at 37/1, Kshetra Banerjee Lane, Police Station Shibpur, District Howrah described in the "A" Schedule below, measuring square feet along with super built up area described in the "B" Schedule below and shown fully in the plan annexed, being delineated in colour **RED** therein, **TOGETHER WITH** proportionate undivided interest in the other common facilities appurtenant to the said flat and common areas e.g. staircase, roof, landing, entrance and passage for the beneficial use of the said flat including uninterrupted and free access to and from the main municipal road **AND** facilities of the said piece of land and the proportionate undivided share in the land below the building described in the "A" Schedule and proportionate undivided interest in the limited common areas and facilities as defined by the statute prevailing as on this date, and as listed in the "C" Schedule below.

AND TOGETHER with all appurtenances belonging to or in any way appertaining to or with the same or any part thereof usually held, occupied, enjoyed or reputed or known as part or member thereof or be appurtenant thereto along with proportionate undivided share in land (and the said flat and other common areas, facilities and amenities etc. are hereinafter referred to as the said flat) and all the estate, right, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever of the Vendor into and out of and upon the said flat or any part thereof **TO HAVE AND TO HOLD** the said flat hereby granted, conveyed, transferred, assigned and sold or intended so to be with their and every of their right, members and appurtenances unto and to the use and benefit of the Purchasers for ever to be held as heritable, transferable and immovable property within the meaning of the law in force for the time being subject to the rules, regulations and bye laws of the Condominium/Association of the flat owners in the whole building and also subject to the payments of all rents, taxes, easements, rates, dues and duties now chargeable upon the same which hereafter become payable in respect thereof to the Government of West Bengal or Howrah Municipal Corporation or any other concerned authorities **AND** subject to the condition that the said flat or apartment will be used only for residential purpose **AND** free from all encumbrances, charges, liens, lis pendences, attachments, acquisitions and requisitions by the Government

or any Government agency or others and all other liabilities whatsoever **SUBJECT NEVERTHELESS** to the easements and quasi easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat and excepting and reserving unto the Vendor and the other flat owners and occupiers in the said building such easements or quasi easements and other rights and privileges as are mentioned hereunder written also subject to the Purchasers' covenant to bear and pay their proportionate share of common expenses to the Association/Society/Company formed by the owners/occupiers of the flats of the said building for maintenance of the said building.

AND the Vendor and the Confirming Party do hereby covenant with the Purchasers as follows:

1) THAT the Vendor and the Confirming Party have in themselves good right, full power and absolute authority to grant and sell the said flat hereby granted and sold or intended so to be unto and to the use of the Purchasers in the aforesaid manner.

2) AND THAT the Purchasers shall and may at all times hereafter peaceably and quietly enter into, hold, occupy, possess and enjoy exclusively the said appurtenances and receive the rents, issues, incomes and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction, interruption and claim and demand whatsoever from or by the Vendor or Confirming Party or any person or persons claiming under them or in trust for them or lawfully claiming any estate, right or interest whatsoever at law in the said flat hereby granted, sold or expressed so to be.

3) AND THAT the property sold by virtue of this Deed is free and clear and freely and clearly and absolutely and forever released and discharged or otherwise by the Vendor and Confirming Party and well and sufficiently saved, kept harmless and indemnified from or against all former and other estates, titles, charges and encumbrances whatsoever had made, executed, occasioned or suffered by the Vendor or the Confirming Party or any other persons lawfully claiming or claiming under or in trust for the Vendor or Confirming Party.

4) AND THAT the Vendor and the Confirming Party shall from time to time and at all times hereafter, at the request and costs of the Purchasers, do and execute all such further and other lawful acts, deeds, things, matters, conveyances,

assurances in law whatsoever for the better, further and more perfectly and absolutely granting the said flat hereby granted and sold unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers shall be reasonably required.

5) AND THAT the Vendor and the Confirming Party are bound jointly and severally by the covenants made by them in this Deed.

AND the Purchasers do hereby covenant with the Vendor, Confirming Party and/or the owners of the other flats in the said building as follows:

1) THAT the Purchasers shall abide by the bye laws, regulations etc. of the Association of the flat owners in the said building and shall bear and pay all the common expenses, such as, proportionate share of tax till the flat is separately assessed, proportionate cost of maintenance, repair, replacement of the common areas of the building, e.g. outer wall, stair case, lobby, entrance, terrace, landing, structure, rain water pipes, water tank and reservoir, plumbing, electrical wirings, drainage, common parts of the fixtures, cleaning expenses, security expenses, service charges etc.

2) AND THAT the Purchasers shall use the flat for residential purpose only.

3) AND THAT the Purchasers shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or cause disturbance and annoyance to the other flat owners.

4) AND THAT the Purchasers shall not add or demolish any material structure or excavate any additional basement and for doing such things the unanimous consent of the other flat owners in the building should be obtained first.

5) AND THAT the Purchasers shall not do or cause any act that may result into the slightest damage of the building.

6) AND THAT the Purchasers shall use the common areas, spaces, services, and facilities as described in the **Schedule C** below without causing any disturbance or hindrance to the other flat owners.

7) AND THAT the Purchasers shall not cause or allow to be caused the common areas and spaces to become dirty and shall not accumulate or throw dirt, refuse, garbage, and rubbish in the said flat or in the common areas or spaces.

8) AND THAT the proportionate undivided interest of the Purchasers to the land shall remain undivided at all times

with the other co owners who may here before or hereafter have got right, title and interest in the other flats and it is declared that the interest in land shall remain impartible.

9) AND THAT the Purchasers shall have no claim and/or right of any nature or kind over and in respect of the terrace and roof of the said building and the Vendor and the Confirming Party shall have the right to make additional stories or put additional structures on the roof and/or terrace as may be permitted by the Howrah Municipal Corporation or any other competent authority and such properties shall be the properties of the Vendor and the Confirming Party hereto who will be entitled to determine the use thereof and also be entitled to dispose it of in any manner they like **AND THAT** the Purchasers shall not be entitled to raise any objection or to put up any claim of any nature or obstruction thereto and towards that the Purchasers hereby accord their irrevocable consent.

AND the Vendor and the **Confirming Party** do hereby covenant with the **Purchasers** that the Vendor unless prevented by fire or some other inevitable accident from time to time and at all times here after upon every reasonable request and cost of the Purchasers produce or cause to be produced to the Purchasers or to the Advocate of the Purchasers the Deeds and writings in respect of the title of the property described in **Schedule A** hereunder and the flat described in the **Schedule B** hereunder **AND IT IS ALSO DECLARED** the Purchasers shall get supply of water from the overhead tank wherein water will be lifted from the common under-ground reservoir by joint electric pump and install the electric meters at the place reserved for installing all the electric meters in the whole premises **AND** the Purchasers shall have right to use and enjoy all the common areas, spaces, amenities, conveniences and services etc. as described in the **Schedule C** below, equally with the other flat owners **AND** the Purchasers shall use the roof of the building for fixing television antenna and other connected purpose **AND** the Purchasers shall be entitled to sell, give by way of gift, mortgage and/or otherwise transfer the said flat to any person they may think fit and for that the Vendor, the Confirming Party or any other flat owner will not have any right to raise any objection.

AND the Purchasers, by virtue of this Deed, shall have their name mutated in the records of the Howrah Municipal Corporation and as long as the said flat is not separately

assessed for the purpose of ascertaining the municipal tax, the Purchasers shall pay the taxes along with other flat owners in the building in proportion to their area of occupation in the whole building.

That due to mistake of the developers he is unable to collect the Aadhaar Cards from the said land owners for the purpose of execute registered Deed of Conveyance.

That the developer undertakes for the purpose of executing Deed of Conveyances in favour of the intended purchasers without the Aadhaar Cards of the land owners at the offices of D.S.R. at Howrah and A.D.S.R. at Howrah.

That the Developer submits to the Learned register of the said office allow me to execute Deed of Conveyance without Aadhaar Numbers of the land owners and the developer undertake that if any dispute arise in future in this regard the Developer shall be responsible for that.

That the Developer have no malafide intention to suppress any truth or fact to misguide any authority.

SCHEDULE "A" ABOVE REFERRED TO

(Description of the entire property)

ALL THAT the piece and parcel of mokorari mourashi homestead land measuring about **24 Kathas 4 chittaks 24 square feet** as per Municipal record and 23 Cottah 12Ch. 32 Sq.ft. as per amalgamation deed along with present structure (G+5) situated at Howrah Municipal Corporation Ward No. 33, holding no. **37/1, Kshetra Banerjee Lane**, P.O. and P.S. Shibpur, Howrah-711102 corresponding to Dag no. 351, 347 and 40 under Khatian no. 201 and 289 within Sheet no. 98 and 97 of Mouza Shibpur as shown in colour **RED** in the plan annexed out of which undivided **1 chittak** of land is being exchanged with the property as described in **Schedule C** being butted and bounded by:-

- On The North** : 31, 32 and 36 Kshetra Banerjee Lane and then H.R.B.C. approach Road.
- On The South** : 37/1, Kshetra Banerjee Lane.
- On The East** : Kshetra Banerjee Lane.
- On The West** : 37/1/2 and 39, Kshetra Banerjee Lane.

SCHEDULE B

(Description of the flat/apartment proposed to be sold to the Purchaser)

ALL THAT the Flat on the floor (..... side) of the building as described in the "A" Schedule property at **37/1, Kshetra Banerjee Lane, Shibpur, Howrah-2 under Howrah Municipal Corporation Ward No. 33**, having an area measuring more or less square feet

(including 25% super built up area) consisting of 3 bed rooms, open kitchen-living, dining and 2 toilets, balcony, lobby, being Flat No. along with proportionate share of land underneath the building, with all common spaces, areas, services, amenities and privileges etc as shown in colour **RED** in the **PLAN** annexed herewith.

There is provision for lift in the building.

The Flat is butted and bounded as follows :-

On The North :

On The South :

On The East :

On The West :

SCHEDULE C

(Common areas and facilities appurtenant to the flat described in **Schedule B** above:)

- (a) The parcel of land described in **Schedule 'A'** above in proportionate indivisible share.
- (b) The staircase leading up to the roof from the ground floor.
- (c) The entrance, passage and lobby giving access to the flat and to the staircase, excepting the car/scooter parking space allotted to the specific persons.
- (d) The overhead tank located at the roof.
- (e) The Municipal water supply connection, under ground water reservoir and the electric pump.
- (f) The right to use the roof.
- (g) The main plumbing network throughout the building, except those situated inside the individual flats.
- (h) The electric wiring network in the building except those situated inside the individual flats.
- (i) The natural light and air and the common passages and easements appurtenant to the property described in **Schedule A**.
- (j) The foundations and the main walls, columns, beams, roofs and the open side spaces of the building, as described in **Schedule 'A'** above, as shown in the sanctioned plan of the building.
- (k) The general apparatus and installations existing for common use.
- (l) Lift facility.

SCHEDULE D
(Easements and quasi easements)

a) The Purchasers shall be entitled to all rights and privileges including the right of vertical and lateral support 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 held, used, occupied or enjoyed or reputed or known as part parcel or member thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Vendor and other co-owners and occupiers of the other flats of the building the rights, easements, quasi easements, privileges and appurtenances hereinafter more particularly set forth in the **Schedule 'E'** below.

b) The right of access in common with other flat owners and the Vendor at all times and for all normal purpose connected with the use and enjoyment of the entrance, staircase and other common parts of the building.

c) The right of way in common as aforesaid at all times and for all normal purpose connected with the reasonable use and enjoyment of the said premises and the properties appurtenant thereto and the common parts with or without vehicles over and along the passages and pathways comprised within the building and the appurtenant land PROVIDED ALWAYS and it is declared that nothing herein contained shall permit the Purchasers or any person deriving title from the Purchasers or their servants, men, agents etc. to obstruct in any way by vehicle, deposit of materials, rubbish and otherwise the free passage of the Vendor or the other flat owners and occupiers in the building, entitled to such rights of way over the passages, pathways or parts as aforesaid.

d) The right of protection of the said flat 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 the properties appurtenant thereto from the other part or parts of the said building.

e) The right of passage in common as aforesaid of electricity, gas, water, telephone, soil pipes from and to the said flat and the properties appurtenant thereto through

pipes, drains, wires, conduits etc. lying or being in under through or over any part or parts of the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purposes whatsoever.

f) The right with or without workmen and necessary materials for the Purchasers, to enter from time to time during the day time into the other parts of the building for the purpose of repairing the pipes, drains, wires, conduits as stated earlier and for repairing, rebuilding, repainting, cleaning of any part of the building and the properties appurtenant thereto in so far as such repairing, rebuilding, repainting, cleaning can not be carried out without entering into such spaces by giving at least twenty four hours' prior notice, in writing, except in case of emergencies, to the persons entitled to the same.

SCHEDULE E

(Exceptions and reservations)

The under mentioned rights, easements, quasi easements, privileges and appurtenances shall be expected and be reserved unto the Vendor and/or other owners and occupiers of other flats of the said building entitled to the same and/or serving rights title under them other than the Purchasers in respect of the said premises:

a) The right of way in common with the Purchasers, the Vendor and other co owners or occupiers of other flats of the said building entitled as aforesaid for the enjoyment and use of common parts or passages of the said building including its installation, staircases, entrance and other parts or passages and/or for the purpose connected therewith including ingress to and egress from the said building.

b) The rights of passage in common as aforesaid of electricity, gas water, telephone, soil pipes from and to the said flat and the properties appurtenant thereto through pipes, drains, wires, conduits etc. lying or being in under through or over any part or parts of the said flat and the said premises so far as be reasonably necessary for the beneficial occupation and enjoyment of the other portion or portions of the said building for all lawful purpose whatsoever.

c) The rights of protection of other portion or portions of the said building from or by all parts of the said premises and properties appurtenant thereto in any manner not to demolish the support at present enjoyed by the other portion or portions of the building from the said floor and the properties appurtenant thereto.

SCHEDULE F
(Common expenses)

The said Society, Association or Company formed by the owners/occupiers of the flats of the building shall manage, maintain and control the following expenses:

a) The expenses of maintaining, repairing, replacing, redecorating, etc. of the main structure and in particular the cutters and rain water pipes of the building, water pipes, sewer lines and electric wires in, under or upon the building and enjoyed or used by the Purchasers in common with the Vendor and other occupiers of other flats and main entrance, passages, landing and staircases, roof of the building as enjoyed by the Purchasers or used by them in common as aforesaid and the boundary walls of the building and compound etc.

b) The cost of the cleaning and lighting the passage, landing, staircases and other parts of the building enjoyed or used by the Purchasers in common as aforesaid.

c) The cost of maintaining and decorating the exterior of the building.

d) The cost and expenses for running operations and maintaining water pump, electric motor etc.

e) The salaries of the employees employed for the maintenance of the building by the said Society, Association or Company.

f) The cost of working and maintenance of other lights and service charges.

g) The cost of instituting and defending any litigation or other legal proceedings in order to safeguard the interest of all the flat owners.

h) The proportionate rates and taxes and other outgoings in respect of the said flat which is otherwise to be borne and paid by its owner.

i) The maintenance of regular water supplies to the flats.

j) The cost of installation and maintenance of generator, if any.

Insurance premiums to be paid for getting the building insured.

K) proportionate cost for maintenance of lift.

MEMO

Received a sum of Rs.=00 (Rupees
..... only) from the Purchaser in the manner as
follows :-

Date	Cheque No.	Drawn on	Amount
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Total			Rs.
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/-

IN WITNESS WHEREOF the parties to this Deed of Agreement have put their respective signatures on this Deed on the date, month and year first written above.

Signed and delivered in presence of the following
Witnesses:

Signature of the Owner

Signature of the Purchaser

*Signature of the Confirming
Party*

Drafted by me.

Advocate.

Typed and printed by: