

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, **TWO THOUSAND AND TWENTY-THREE (2023)**.

**-BETWEEN-**

**(1) SRI. SUDHIR KUMAR BISWAS [PAN No. AZGPB9219D] [AADHAAR No. 4100 4752 5532]**, son of Late Kunja Bihari Biswas, by Occupation – Retired, by Religion – Hindu, by Nationality – Indian, residing at Panchanan

Tala Road, Post Office – Khardah, Police Station – Khardah, Kolkata – 700 115, District – North 24 Parganas, West Bengal,

**(2) SMT. ANJU BISWAS [PAN No. BAPPB3617Q] [AADHAAR No. 9387 6081 8752]**, wife of Late Shyamal Biswas, by Occupation – Home Maker, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 51, Panchanan Tala Road, Post Office – Khardah, Police Station – Khardah, Kolkata – 700 115, District – North 24 Parganas, West Bengal, **(3) SRI. SAWTIK BISWAS [PAN No. BQUPB4037K] [AADHAAR No. 6577 3297 6044]**, son of Late Shyamal Biswas, by Occupation – Service, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 51, Panchanan Tala Road, Post Office – Khardah, Police Station – Khardah, Kolkata – 700 115, District – North 24 Parganas, West Bengal, **(4) SRI. SUJIT KUMAR SUR [PAN No. ASJPS0988L] [AADHAAR No. 2416 0454 7635]**, son of Sri. Amar Nath Sur, by Occupation – Service, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 216, Bangali Tola, Post Office – \_\_\_\_\_, Police Station – Chakradharpur, Pincode - \_\_\_\_\_, District – Pashimi Singbhum, Jharkhand and **(5) M/S. SREE MAHABEER CONSTRUCTION [PAN No. ACJFS9498K]**, a partnership firm having its registered office at Premises No. 10/C, Gopal Chandra Chatterjee Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – Kolkata, West Bengal, represented by its partners namely **(1) PRADIP KUMAR YADAV [PAN No. ACIPY7596B] [AADHAAR No. 8803 8835 2467]**, son of Hanuman Prasad Yadav, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 38/A, Gopal Chandra Chatterjee Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal, **(2) DHRUB KUMAR MANJHI [PAN No. APMPM5820R] [AADHAAR No. 4595 4276 7586]**, son of Late Motilal Manjhi, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 22, Gobinda Mondal Lane, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal and **(3) LAKHI PRASAD GUPTA [PAN No. AFFPG2147C] [AADHAAR No. 5503 2576 7885]**, son of Sital

Prasad Gupta, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 29/H/26, Cossipore Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal, hereinafter jointly called and referred to as the “**OWNERS**” (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **FIRST PART**.

The OWNER No. 1 to 4 are represented by their **Constituted Attorney** namely **M/S. SREE MAHABEER CONSTRUCTION [PAN No. ACJFS9498K]**, a partnership firm having its registered office at Premises No. 10/C, Gopal Chandra Chatterjee Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – Kolkata, West Bengal, represented by its partners namely **(1) PRADIP KUMAR YADAV [PAN No. ACIPY7596B] [AADHAAR No. 8803 8835 2467]**, son of Hanuman Prasad Yadav, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 38/A, Gopal Chandra Chatterjee Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal, **(2) DHRUB KUMAR MANJHI [PAN No. APMPM5820R] [AADHAAR No. 4595 4276 7586]**, son of Late Motilal Manjhi, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 22, Gobinda Mondal Lane, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal and **(3) LAKHI PRASAD GUPTA [PAN No. AFFPG2147C] [AADHAAR No. 5503 2576 7885]**, son of Sital Prasad Gupta, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 29/H/26, Cossipore Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal, by Development Power of Attorney (after registered Development Agreement) dated 2<sup>nd</sup> August, 2021, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore, Dumdum

and recorded in Book No. I, Volume No. 1506-2021, Pages from 254010 to 254048, being No. 150605969 for the year 2021.

**AND**

**M/S. SREE MAHABEER CONSTRUCTION [PAN No. ACJFS9498K]**, a partnership firm having its registered office at Premises No. 10/C, Gopal Chandra Chatterjee Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – Kolkata, West Bengal, represented by its partners namely **(1) PRADIP KUMAR YADAV [PAN No. ACIPY7596B] [AADHAAR No. 8803 8835 2467]**, son of Hanuman Prasad Yadav, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 38/A, Gopal Chandra Chatterjee Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal, **(2) DHRUB KUMAR MANJHI [PAN No. APMPM5820R] [AADHAAR No. 4595 4276 7586]**, son of Late Motilal Manjhi, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 22, Gobinda Mondal Lane, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal and **(3) LAKHI PRASAD GUPTA [PAN No. AFFPG2147C] [AADHAAR No. 5503 2576 7885]**, son of Sital Prasad Gupta, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Premises No. 29/H/26, Cossipore Road, Post Office – Cossipore, Police Station – Cossipore, Kolkata – 700 002, District – North 24 Parganas, West Bengal, hereinafter called and referred to as the “**DEVELOPERS**” (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART**.

**AND**

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

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

[OR]

[ If the Allottee is a HUF]

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

**WHEREAS** by virtue of a Deed of Partition registered in the office of Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 22, Pages 142 to 145, being No. 1128 for the year 1933, Atul Krishna Neogy and Kartik Chandra Neogy became the joint and absolute owners of the two premises being Premises No. 38A, B.T. Road, Police Station – Cossipore, Kolkata – 700 002 and Premises No. 2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, Police Station – Cossipore, Kolkata – 700 002, under Division – 01, Sub-Division No. 3, Holding No. 10, within the limitation of Ward No. 01 of Kolkata Municipal Corporation and each entitled to undivided one-half share therein.

**AND WHEREAS** thereafter, Atul Krishna Neogy died intestate on 27<sup>th</sup> December, 1954, leaving behind his wife namely Niva Nani Das (Neogy) and two sons namely Sukumar Neogy and Nirmal Kumar Neogy to inherit their undivided one-third share in Premises No. 38A, B.T. Road, Police Station – Cossipore, Kolkata – 700 002 and Premises No. 2, Gobindo Mondal Lane,

presently known as Gobindo Mondal Road, Police Station – Cossipore, Kolkata – 700 002, under Division – 01, Sub-Division No. 3, Holding No. 10, within the limitation of Ward No. 01 of Kolkata Municipal Corporation.

**AND WHEREAS** a Family Deed of Trust dated 3<sup>rd</sup> May, 1985, registered in the office of District Registrar, Alipore and recorded in Book No. I, Volume No. 100, Pages from 135 to 146, being No. 5834 for the year 1985, was executed jointly by Niva Nani Dasi (Neogy) and Sukumar Neogy as settlors and trustees in respect of their undivided one-third share in Premises No. 38A, B.T. Road, Police Station – Cossipore, Kolkata – 700 002 and Premises No. 2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, Police Station – Cossipore, Kolkata – 700 002, under Division – 01, Sub-Division No. 3, Holding No. 10, within the limitation of Ward No. 01 of Kolkata Municipal Corporation and according to other terms and conditions contained therein.

**AND WHEREAS** Nivanani Dasi (Neogy) died intestate on 15<sup>th</sup> October, 1986, leaving behind her son namely Sukumar Neogy to act as the settlor and trustee in respect of their undivided one-third share in Premises No. 38A, B.T. Road, Police Station – Cossipore, Kolkata – 700 002 and Premises No. 2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, Police Station – Cossipore, Kolkata – 700 002, under Division – 01, Sub-Division No. 3, Holding No. 10, within the limitation of Ward No. 01 of Kolkata Municipal Corporation.

**AND WHEREAS** Sukumar Neogy died intestate 31<sup>st</sup> July, 1989, as a bachelor.

**AND WHEREAS** according to the said Family Deed of Trust dated 3<sup>rd</sup> May, 1985, being No. 5834 for the year 1985, after the demise of Niva Nani Dasi (Neogy) and Sukumar Neogy, Smt. Durga Neogy shall become the sole trustee in respect of the land measuring 3 cottah comprised in in Premises

No. 38A, B.T. Road, Police Station – Cossipore, Kolkata – 700 002 and 8 cottah comprised in Premises No. 2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, Police Station – Cossipore, Kolkata – 700 002, under Division – 01, Sub-Division No. 3, Holding No. 10, within the limitation of Ward No. 01 of Kolkata Municipal Corporation.

**AND WHEREAS** Durga Neogy died on 12<sup>th</sup> June, 2013.

**AND WHEREAS** according to the said Family Deed of Trust dated 3<sup>rd</sup> May, 1985, being No. 5834 for the year 1985, after the demise of Smt. Durga Neogy, Shyamal Kumar Biswas, Sudhir Kumar Biswas, Golok Ghosh and Sujit Sur jointly became the ultimate beneficiaries in respect of the land measuring 3 cottah comprised in in Premises No. 38A, B.T. Road, Police Station – Cossipore, Kolkata – 700 002 and 8 cottah comprised in Premises No. 2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, Police Station – Cossipore, Kolkata – 700 002, under Division – 01, Sub-Division No. 3, Holding No. 10, within the limitation of Ward No. 01 of Kolkata Municipal Corporation.

**AND WHEREAS** Golok Ghosh died intestate on 30<sup>th</sup> April, 2016, leaving behind his wife namely Archana Ghosh as his only legal heir and successor. Be it mentioned herein that Renuka Ghosh, mother of Late Golok Ghosh pre-deceased him on 9<sup>th</sup> November, 2001.

**AND WHEREAS** Nirmal Kumar Neogy was the owner of the undivided one-third share in the undivided one-half share of Late Atul Krishna Neogy in Premises No. 38A, B.T. Road, Police Station – Cossipore, Kolkata – 700 002 and Premises No. 2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, Police Station – Cossipore, Kolkata – 700 002, under Division – 01, Sub-Division No. 3, Holding No. 10, within the limitation of Ward No. 01 of Kolkata Municipal Corporation.



**AND WHEREAS** a Partition Suit being Title Suit No. 189 of 1984 (Nirmal Kumar Kumar Neogy vs Sudhir Kumar Biswas & 4 others) was instituted before the 1<sup>st</sup> Learned Civil Judge (Senior Division) at Alipore, by Nirmal Kumar Neogy against Sudhir Kumar Biswas, Shyamal Kumar Biswas, Golok Ghosh (substituted by his wife Smt. Archana Ghosh after his demise) and Sujit Sur.

**AND WHEREAS** a Preliminary Decree was passed on 31<sup>st</sup> March, 2014 by the Learned Court in the Title Suit No. 189 of 1984 (Nirmal Kumar Kumar Neogy vs Sudhir Kumar Biswas & 4 others), declaring Nirmal Neogy was entitled to one-third share and the ultimate beneficiaries namely Shyamal Kumar Biswas, Sudhir Kumar Biswas, Golok Ghosh (substituted by Smt. Archana Ghosh) and Sujit Sur were allotted two-third share therein.

**AND WHEREAS** the said preliminary decree dated 31<sup>st</sup> March, 2014 passed by the Learned 1<sup>st</sup> Civil Judge (Senior Division) at Alipore in the Title Suit No. 189 of 1984 (Nirmal Kumar Kumar Neogy vs Sudhir Kumar Biswas & 4 others) was confirmed by a Final Decree dated 19<sup>th</sup> June, 2019 passed by the Learned Judge Smt. Ishani Chakraborty Banerjee by accpetong the report of the Commissioner alongwith map (made a part of the final decree).

**AND WHEREAS** Himadri Choudhury, the Advocate Commissioner submitted the Final Report alongwith the map in Title Suit No. 189 of 1984 (Nirmal Kumar Kumar Neogy vs Sudhir Kumar Biswas & 4 others) before the Learned 1<sup>st</sup> Civil Judge (Senior Division) at Alipore in the following manner inter alia:-

“..... All the parties in suit identified the suit property mentioned in Schedule A in respect of the land and with one storied building standing thereon lying at Premises No. 38A, B.T. Road, Kolkata – 700 002 within Police Station - Cossipore land measuring 3 cottahs more or less and another suit property mentioned in Schedule B in respect of land at

Premises No. 2, Gobindo Mondal Lane Now Road, Kolkata – 700 002 within Police Station – Cossipore, land measuring more or less 8 ½ cottahs.

Both the suit properties is standing on 14'ft. wide road namely Gobinda Mondal Lane now Road on the southern side of the suit property running east to west leading from B.T. Road on the eastern side. I verified the said road physically and ascertained south-eastern and south-western corner of the suit property as per identification relating those points I surveyed and measured Schedule A and Schedule B property with the help of metallic tape which duly checked before smarting of work.

According to filed book, I draw a partition plan to a scale 20'ft, 1".

I dealt with classification and allotment of the property. Perused the preliminary Decree Ld. Court that the plaintiff has got right title interest to the extent of 1/3rd share in schedule 'A' and 'B' and the defendant no. 2(f) Durga Neogi, sole Trustee has got right title interest to the extent of 2/3rd share in the suit property till her death and ultimately beneficiaries, Shyamal Kr. Biswas, Sudhir Kr. Biswas, Golok Ghosh now deceased substituted to his wife Archana Ghosh and Sujit Sur.

After surveyed and measured I got schedule "A" property consist of land with one storied building measuring 3 cottah more or less and Schedule "B" consist of vacant land measuring 8 ½ cottah more or less. At the time of investigation I found plaintiff is in possession in the existing building lying 38A, B.T. Road, Kolkata-2 described in Schedule "A" of the Decree.

I allotted to the plaintiff to the extent of entire share in respect of land with building measuring 3 cottah more or less which within Schedule "A" and also contiguous side land measuring 322 sft. which within "B" delineated in Red border in the partition plan allotted defendant no.2 in the Instant suit adjacent to plaintiff's allotment in respect of vacant land measuring 2 cottahs more or less out of 2/3rd share marked as Plot 1. Thereafter adjacent west of Plot No. 1 allotted to defendant No.4 in respect of 2 cottahs (more or less) marked as Plot No.2, thereafter adjacent west Plot No.2, I allotted to defendant No. 1 marked as Plot No.3 in respect of 2 cottah

(more or less) and thereafter extreme west marked as Plot No.4 measuring 2 cottahs (more or less) allotted to defendant No.3, I delineated in Green Border of total area of Plot Nos. 1 to 4 in the partition Plan. I made the allotment as far as practicable in possession of the parties .....

**AND WHEREAS** it appears from the Learned Partition Commissioner's report that the entire land, measuring 3 Cottahs more or less and also contiguous side land, measuring about 322 Square feet allotted in favour of the Plaintiff named Nirmal Kumar Neogy and 8 Cottahs Land allotted in favour of the Defendant No.1 to 4 namely (1) Sudhir Kumar Biswas (2) Sri Shyamal Kumar Biswas, (3) Sri Golak Kumar Ghosh (substituted by his wife Smt. Archana Ghosh) and (4) Sri Sujit Sur. Every Defendants got 2 Cottahs (2 Cottahs each to the Defendants) of land and demarcated their shares as Plot No. 1, 2, 3 & 4 in the map or plan annexed with the final Report of the Learned Partition Commissioner. The Learned Partition Commissioner tried his best for better effectiveness of partition and made allotment as far as practicable in possession of the parties.

**AND WHEREAS** it is also appears from the Learned Partition Commissioner's report as well as the final Decree, passed by the Learned 1<sup>st</sup> Civil Judge (Sr. Div) at Alipore in Title Suit No.189 of 1984 (Nirmal Kumar Neogy-Vs-Sri Sudhir Kumar Biswas and 4 others) Partition, Division and allotment was made as far as practicable in possession of the parties, but not executed and registered the Deed of Partition in between the parties of the Suit. As such no proper Stamp Duty was paid in respect of the Partitioned Property/Land. So the Land, measuring about 8 Cottahs of premises No.2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, P.S-Cossipore, Kolkata- 700002, under Division No. 1, Sub-Division No.3, Holding No. 10, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation remains joined /undivided in the name of the Defendants of the Suit in question.

**AND WHEREAS** it may be mentioned herein that one of the co- sharer and Defendant No. 2 namely Shyamal Kumar Biswas died intestate on 21<sup>st</sup> June, 2019, leaving behind his wife namely Anju Biswas and one son namely Sawtik Biswas as his legal representatives & successors according to the Hindu Succession Act, 1956. And as such the undivided share of the Land, measuring about 2 Cottahs, contained in premises No. 2, Gobindo Mondal Lane, presently known as Gobindo Mondal Road, P.S- Cossipore, Kolkata-700002, under Division No.1, Sub-Division No.3, Holding No.10, within the Limitation of Ward No.01 of the Kolkata Corporation devolved upon Anju Biswas & Sawtik Biswas.

**AND WHEREAS** the Smt. Archana Ghosh, wife of Late Golak Ghosh (died intestate on 30.04.2016) already substituted as defendant No. 3 in Title Suit No. 189 of 1984 (Nirmal Kumar Neogy-Vs-Sri Sudhir Kumar Biswas and 4 others) who is one of an undivided share holder of homestead land, measuring of an area more or less 2 (Two) Cottahs, contained in Premises No. 2, Gobindo Mondal Road, presently known and recorded as 2/1, Gobindo Mondal Road, P.S-Cossipore, Kolkata-700002, under Division No. 1, Sub-Division No. 3, Holding No. No. 10, within the Limitation of Ward No. 01 of the Kolkata Corporation and within the jurisdiction of A.D.S.R. Cossipore Dum Dum, D.R.- Barasat in the District of North 24 Parganas, free from all encumbrances, charges, liens, claims and demands whatsoever.

**AND WHEREAS** after the death of Golak Ghosh & Shyamal Kuntar Biswas, (1) Sudhir Kumar Biswas (2) Sri Sujit Sur, (3) Anju Biswas, (4) Sawtik Biswas and (5) Archana Ghosh became the joint owners of the entire Land, measuring about 8 Cottahs, contained in Premises No. 2, Gobindo Mondal Road, presently known and recorded as 2/1, Gobindo Mondal Road, P.S-Cossipore, Kolkata- 700002, under Division No. 1, Sub-Division No. 3, Holding No. 10, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation.

**AND WHEREAS** it may be mentioned here that the said Nirmal Kumar Neogy, the sole Plaintiff of the suit, being Title Suit No. 189 of 1984 (Nirmal Kumar Neogy-Vs-Sri Sudhir Kumar Biswas and 4 others) before the Learned 1<sup>st</sup> Civil Judge (Sr. Div) at Alipore mutated his name in respect of the land measuring about 3 Cottahs along with the building of Premises No. 38A, B.T. Road, P.S. Cossipore, Kolkata - 700002 and also the contiguous side land measuring 322 Square feet of Premises No. 2, Gobindo Mondal Road, P.S. Cossipore, Kolkata - 700002 in the Assessment Book Copy of the Kolkata Municipal Corporation and after mutation of his name of the contiguous side land measuring 322 Square feet of Premises No. 2, Gobindo Mondal Road, P.S. Cossipore, Kolkata - 700002 remains in same premises but the land measuring about 8 Cottahs contained in Premises No. 2, Gobindo Mondal Road, changed and became as Premises No. 2/1, Gobindo Mondal Road, P.S. Cossipore, Kolkata - 700002, under Division No. 1, Sub-Division No. 3, Holding No. 10, within the Limitation of Ward No. 01 of the Kolkata Municipal Corporation.

**AND WHEREAS** therefore the said (1) Sudhir Kumar Biswas (2) Anju Biswas, (3) Sawtik Biswas, (4) Archana Ghosh and (5) Sujit Kumar Sur mutated their names against the land measuring about 8 Cottahs contained in Premises No. 2/1, Gobindo Mondal Road, P.S. Cossipore, Kolkata-700002, under Division No. 1. Sub-Division No. 3, Holding No. 10, within the Limitation of Ward No. 01 of the Kolkata Municipal Corporation.

**AND WHEREAS** during the peaceful possession and jointly enjoyment of 8 cottahs land contained in Premises No. 2/1, Gobindo Mondal Road, P.S. Cossipore, Kolkata-700002, the said Archana Ghosh, wife of Late Golok Ghosh sold, conveyed and transferred her undivided share of homestead land measuring an area more or less 2 (Two) Cottahs along with R. T. Shed structure contained in Premises No. 2/1, Gobindo Mondal Road (previously known and recorded as 2, Gobindo Mondal Road), P.S. Cossipore, Kolkata-

700002, under Division No. 1, Sub-Division No. 3, Holding No. 10, within the Limitation of Ward No. 01 of the Kolkata Corporation in favour of M/S. SREE MAHABEER CONSTRUCTION, by virtue of a Deed of Sale dated 20.04.2021, registered before the ADSR-Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2021, Pages from 181189 to 181232, being No.150604273 for the year of 2021.

**AND WHEREAS** now the said the said (1) Sudhir Kumar Biswas (2) Anju Biswas, (3) Sawtik Biswas, (4) Sujit Kumar Sur and (5) M/S. SREE MAHABEER CONSTRUCTION became the joint Owners of the land measuring about 8 Cottahs contained in Premises No. 2/1, Gobindo Mondal Road, P.S. Cossipore, Kolkata- 700002, under Division No. 1, Sub-Division No. 3, Holding No. 10, within the Limitation of Ward No. 01 of the Kolkata Municipal Corporation mutated their names with the Assessment Book Copy of the Kolkata Municipal Corporation being Assesse No. 110010401227.

**AND WHEREAS** the Owners herein are the joint owners of **ALL THAT** the piece and parcel of homestead land measuring of an area 8 Cottahs more or less together with R.T. shed structure measuring an area of 400 sq. ft., being one year old and cemented flooring standing thereon, situated at Premises No. 2/1, Gobindo Mondal Road, Police Station - Cossipore, Kolkata - 700002, Assesse No. 110010401227, Borough - 01, within Ward No. 1 of the Kolkata Municipal Corporation and within the Jurisdiction of A.D.S.R. Cossipore Dum Dum, District - North 24 Parganas, hereinafter referred to as the said **Premises** and morefully described in the **First Schedule** hereunder written.

**AND WHEREAS** the Owner Nos. 1 to 4 and the Developer herein have entered into Joint Venture Agreement dated 2<sup>nd</sup> August, 2021, registered in the office of the Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Pages from 252897 to

252960, being No. 150605945 for the year 2021, for the purpose of construction of multi-storied building on the said premises and according to other terms and conditions as contained therein.

**AND WHEREAS**Development Power of Attorney (after registered Development Agreement) dated 2<sup>nd</sup> August, 2021, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore, Dumdum and recorded in Book No. I, Volume No. 1506-2021, Pages from 254010 to 254048, being No. 150605969 for the year 2021, was executed by the Owner Nos. 1 to 4 herein in favour of the Developer herein, as per the terms and conditions contained therein.

**AND WHEREAS**the Owners and the Developer pursuant to the Agreement for Development duly commenced the construction of multi-storied buildings consisting of several commercial apartments, in accordance with the sanction building plan vide **Building Permit No. 2022010149, dated 28/12/2023.**, duly issued by Kolkata Municipal Corporation, in respect of the project known as '**MAHABEER CONSTRUCTION**'.

**AND WHEREAS**the Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at **KOLKATA** on \_\_\_\_\_ under registration no. \_\_\_\_\_.

**AND WHEREAS**while in the course of construction the Developer invited offers for purchase of self-contained units/apartments and the Purchasers herein offered to purchase **ALL THAT** the **APARTMENT NO.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor** of the building being **Block-**\_\_\_\_\_, containing by estimation an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Carpet Area**) excluding balcony area of \_\_\_\_\_

( \_\_\_\_\_ ) **Square Feet** more or less appertaining to \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Super Built Up Area**), flooring \_\_\_\_\_, consisting of \_\_\_\_ ( \_\_\_\_\_ ) **Bed Rooms**, \_\_\_\_ ( \_\_\_\_\_ ) **Living/Dining Room**, \_\_\_\_ ( \_\_\_\_\_ ) **Kitchen**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Toilets**, \_\_\_\_ ( \_\_\_\_\_ ) **Balconies**, along with One \_\_\_\_\_ **Car Parking space** being **Car Parking No. ....**, situate at the \_\_\_\_\_ of the building, containing by estimation an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet(Super Built Up Area)**more or less, flooring \_\_\_\_\_, at the Project known as '**MAHABEER CONSTRUCTION**', hereinafter referred to as the said "**FLAT AND/OR UNIT**" more particularly described in the **SECOND SCHEDULE** hereunder written, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building at and for a total consideration of the said unit sum of **Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_)only.**

**AND WHEREAS**the said Flat along with the Covered Car Parking Space and/or Unit is now since completed and the Purchasers have duly satisfied themselves as to the constructions, measurements, materials used, workmanship, the scheme of the Project and upon such satisfaction have now proceeded to have the Deed of Conveyance executed in their favour.

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

In total consideration of the sum of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) only**paid by the Purchasers herein to the Developer (receipt whereof the Developer hereby by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the Purchasers) the Owners and Owner and/or Developer doth hereby sell, transfer and convey unto and in favour of the Purchasers herein the said Unitpurchased**ALL THAT** the **APARTMENT NO.**



\_\_\_\_\_, on the \_\_\_\_\_ **Floor** of the building being **Block-**\_\_\_\_\_, containing by estimation an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Carpet Area**) excluding balcony area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less appertaining to \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Super Built Up Area**), flooring \_\_\_\_\_, consisting of \_\_\_\_ ( \_\_\_\_\_ ) **Bed Rooms**, \_\_\_\_ ( \_\_\_\_\_ ) **Living/Dining Room**, \_\_\_\_ ( \_\_\_\_\_ ) **Kitchen**, \_\_\_\_ ( \_\_\_\_\_ ) **Toilets**, \_\_\_\_ ( \_\_\_\_\_ ) **Balconies**, along with One \_\_\_\_\_ **Car Parking space** being **Car Parking No. ....**, situate at the \_\_\_\_\_ of the building, containing by estimation an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet(Super Built Up Area)**more or less, flooring \_\_\_\_\_, at the Project as '**MAHABEER CONSTRUCTION**',constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building (morefully and more particularly described in the **SECOND SCHEDULE**) lying and situated at and upon the Premises described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto And ALL the estate, right, title, Interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners and/or Developer to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the Purchasers absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter In respect of the same to the Government or any other public body or local authority in respect thereof and the Owners and/or Developer assure that The Purchasers shall be entitled to the rights,

benefits and privileges attached to the said unit and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common areas (excluding the roof/terrace) and common facilities in the building for the use occupation and enjoyment of the said unit as detailed in **THIRD SCHEDULE** hereunder written and/or describe and the Purchaser/s shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder written AND FURTHER that The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Unit and/or Unit are as detailed in the **FIFTH SCHEDULE** hereunder written and/or described.

**THE OWNERS and/or DEVELOPER COVENANT WITH THE PURCHASERS AS FOLLOWS:-**

1. The Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own uses and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from the Owners and/or Developer herein or their successors or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
2. The Purchasers shall hold the said Unit and/or Unit free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners and/or Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners and/or Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them.

3. The Purchasers shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to anyone without the consent of the Owners and/or Developer or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the Purchasers under the terms of this conveyance.
4. The Owners and/or Developer doth hereby further covenant with the Purchasers that the Purchasers may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said Unit and/or Unit and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for their own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Owners and/or Developer or their heirs or anyone of them or by any person or persons claiming or to claim, from, under or in trust for him or anyone of them.
5. The Owners and/or Developer and all persons having or claiming any estate, right, title or Interest In the said Unit and/or Unit and premises hereby conveyed or any part thereof by, from under or in trust for the Owners and/or Developer or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers, their heirs, executors or administrators and assigns shall be reasonably required.

**THE PURCHASERS COVENANT/S WITH THE OWNERS AND/OR DEVELOPER AS FOLLOWS:-**

1. The Purchasers admits and accepts that the **OWNERS AND/OR**

**DEVELOPER** and/or their employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions and the building Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the building thereof and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.

2. The Purchasers consents to be a member of the Association of Unit Owners to be formed by the Owners of **UNIT AND/OR UNIT** in the building for which Purchasers agrees and covenants:

- i) To Co-Operate with The Other Co-Purchaser/s and the **OWNERS AND/OR DEVELOPER** /and /or the Association of Unit Owners in The Management and Maintenance of The Block/Complex/Project.
- ii) **TO OBSERVE** the rules framed from time to time by the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners for quiet and peaceful enjoyment of the Complex as a decent place for living.
- iii) **TO ALLOW** the **OWNERS AND/OR DEVELOPER** and /or the Association of Unit Owners with or without workmen to enter into the said **UNIT AND/OR UNIT** for the purpose of maintenance and repairs.
- iv) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the **FOURTH SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **UNIT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the **OWNERS AND/OR DEVELOPER** and upon the formation of the association of Unit Owners. Such amount shall be deemed to

be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchasers taking actual possession of the said **UNIT AND/OR UNIT** at a later date or the said **UNIT AND/OR UNIT** has been taken possession of or not by the Purchasers.

- v) **TO DEPOSIT** the amounts reasonably required with the **OWNERS AND/OR DEVELOPER** and upon the formation with the association of Unit Owners as the said case may be towards the liability for the rates and taxes and other outgoings.
- vi) **TO PAY** charges for electricity in or relating to the said **UNIT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- vii) **NOT TO** sub-divide the said **UNIT AND/OR UNIT**.
- viii) **NOT TO** do any act deed or thing or obstruct the further construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchasers enjoyment of the said **UNIT AND/OR UNIT**.
- ix) **NOT TO** throw dirt, rubbish or other refuse or permits the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- x) **NOT TO** store or bring and allow to be stored and brought in the said **UNIT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- xi) **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- xii) **NOT TO** fix or install air conditions in the said **UNIT AND/OR**

**UNIT** save and except at the places which have been specified in the said **UNIT AND/OR UNIT** for such installation.

- xiii) NOT TO** do or cause anything to be done in or around the said **UNIT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **UNIT AND/OR UNIT** or adjacent to the said **UNIT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- xiv) NOT TO** damage or demolish or cause to be damaged or demolished the said **UNIT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- xv) NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **UNIT AND/OR UNIT** which in the opinion of the **OWNERS AND/OR DEVELOPER** differs from the colour scheme of the building or deviation or which in the opinion of the **OWNERS AND/OR DEVELOPER** may affect the elevation in respect of the exterior walls of the said building.
- xvi) NOT TO** install grill the design of which have not been suggested or approved by the Architect of the Developer.
- xvii) NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **UNIT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- xviii) NOT TO** raise any objection whatsoever to the

**OWNER'S/DEVELOPER'S** dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the **OWNERS AND/OR DEVELOPER** subject to approval by the concerned authority.

- xix) NOT TO** make in the said **UNIT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the **OWNERS AND/OR DEVELOPER** and/or any concerned authority.
- xx) NOT TO** raise any objection as and when the Owners and/or Developer erects, install, fix, mount hoarding, neon sign board, signage, mobile towers etc at any place /location/roof of any block within the project and not to claim any right over the revenue arising out of such erection, installation, fixing, mounting of hoardings, neon sign boards, signages, mobile towers etc and for the purpose not to block the free access to any/all such installations.
- xxi) NOT TO claim** any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.
- xxii) TO ABIDE** by such building rules and regulations as may be made applicable by the **OWNERS AND/OR DEVELOPER** before the formation of the and /or the Association of Unit Owners and after the and /or the Association of Unit Owners is formed.
- xxiii) NOT TO** make or cause, any objection interruption interference hindrance, obstruction or impediment for any **reason** or in any manner whatsoever relating to the Project or the construction and completion of the Building/s by the Owners and/or Developer herein including any further constructions, additions or alterations that may be made from time to time.

- xxiv) NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **UNIT AND/OR UNIT**.
- xxv) NOT TO** claims any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and not to object to the Owners and/or Developer exercising its right to deal with the same.
- xxvi) NOT TO** place any signboard, hoarding, and signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **UNIT AND/OR UNIT**.
- xxvii)** To pay GST at the applicable rates and /or any enhancement thereof at any point in time in addition to the consideration amount.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**DESCRIPTION OF THE SAID PREMISES**

**ALL THAT** the piece and parcel of homestead land measuring of an area of 8 Cottahs more or less together with R. T. Shed structure measuring about 400 sq. ft., being one year old and cemented flooring standing thereon situated at Premises No. 2/1, Gobindo Mondal Road, Police Station - Cossipore, Kolkata - 700002, Assesse No.110010401227, Borough - 01, within Ward No. 01 of the Kolkata Municipal Corporation and within the Jurisdiction of A.D.S.R. Cossipore, Dum Dum, District-North 24 Parganas, butted and bounded as follows:-

- |              |   |  |
|--------------|---|--|
| On the North | : | Premises No. 8B, Prannath Sur Lane;      |
| On the South | : | Gobinda Mondal Road;                     |
| On the East  | : | Land of Sudhir Kumar Biswas;             |
| On the West  | : | Premises No. 2/1 A, Gobinda Mondal Road. |

**THE SECOND SCHEDULE ABOVE REFERRED TO :**

**(THE SAID UNIT)**



**ALL THAT** the **APARTMENT NO.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor** of the building being **Block-**\_\_\_\_\_, containing by estimation an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Carpet Area**) excluding balcony area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less appertaining to \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** more or less (**Super Built Up Area**), flooring \_\_\_\_\_, consisting of \_\_\_\_\_ ( \_\_\_\_\_ ) **Bed Rooms**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Living/Dining Room**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Kitchen**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Toilets**, \_\_\_\_\_ ( \_\_\_\_\_ ) **Balconies**, along with One \_\_\_\_\_ **Car Parking space** being **Car Parking No.** ....., situate at the \_\_\_\_\_ of the building, containing by estimation an area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet(Super Built Up Area)**more or less, flooring \_\_\_\_\_, at the Project known as **‘MAHABEER CONSTRUCTION’**, constructed on the premises stated in the First Schedule hereunder written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other units in the building as delineated and demarcated in the appended Map or Plan and highlighted in RED colours.

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

**THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS (EXULDING THE ROOF OF THE BUILDING) AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE:**

1. The Foundation Column, Beams, Supports, Corridor, Lobbies, Stair Ways, Entrance and Exists Path ways.
2. Drains : Sewerage from the premises to the main road.
3. Water Reservoir.

4. Drainage Pipes from the Units to the Drains and sewer connection to the premises.
5. Toilets for use of the Durwans, Caretakers of the premises and/or servants.
6. Meter room.
7. Boundary Walls of the premises including outside wall of the building and main gate.
8. COMMON PARTS :
  - a) Pump and Meter with installation and room thereof.
  - b) Water pump, underground reservoir, water pipes and other common plumbing installation and space required thereto.
  - c) Transformer (if any), electric wiring meter for lighting stair case, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
  - d) Windows, Doors and other fittings of the common area of the premises.
  - e) Lift and their accessories installations and space required therefore.
  - f) Such other common parts areas equipment installations fixtures fittings covered and open space in or about the said premises of the building as are necessary for use and occupancy of the Units as are required.

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

The proportionate expenses which will be borne by the Purchaser and the Owners with other occupiers or Owners of the flats of the said building:

1. The cost of maintaining, repairing, white washing, painting, re-building, replacing and decorating the main structure of the said building including the exterior thereof and in particular the common portion of the landing and staircase of the said building, rain water pipes, motor

pumps, electrical wires, sewerage and all other common parts of the fixtures, fittings and equipment in, under or upon the said building enjoyed or used in common by the occupiers thereof.

2. The cost of acquisitions, legal proceedings, cost of cleaning, and electricity of the common entrances, passages, landings, staircase, main walls and other parts of the said building as enjoyed or used in common by the occupiers thereof.
3. The salary of managers, clerks, bills collectors, chowkidars, plumbers, electricians, sweepers etc. as decided by the Association.
4. The cost of working, repairing, replacement and maintenance of lights, pumps and other plumbing work including all other service charges for services rendered in common to all other occupiers.
5. Municipal and other taxes (both Owners and occupiers) and other outgoings.
6. Insurance of the building against fire, earthquake or any other damages caused by natural calamities.
7. All electricity charges payable in common for the said building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**  
**(EASEMENTS)**

1) The Purchasers shall be entitled to all rights privileges including the right of vertical and lateral supports easements quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said unit and the properties appurtenant thereto or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part and parcel or number thereof or appertaining thereto with the other Co-Owners and occupiers of other units of the building the rights, easements, quasi-easements, privileges thereto.

2) The right of access in common with other co owners or occupiers of the units of the said building at all times and for all normal purposes

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

3) The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or her servants agents and employees invitees to obstruct in any way by deposit of materials, rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other units of the said building property entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.

4) The right of protection of the said floor and the properties appurtenant 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.

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

6) The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes, drains and conduits aforesaid and for the purpose of re-building, repairing, replacing, cleaning any part or parts of the said premises and the properties appurtenant thereto to so far

as such repairing, replacing, painting or cleaning as aforesaid cannot be reasonably carried out without such entry.

**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by  
the **OWNERS, DEVELOPER and**  
**PURCHASERS** at \_\_\_\_\_ in the  
presence of:

**WITNESS:**

1.

\_\_\_\_\_  
**As the constituted attorney  
holder of the Owners  
SIGNATURE OF THE OWNERS**

2.

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER**

\_\_\_\_\_  
**SIGNATURE OF THE PURCHASERS**

**RECEIPT**

**RECEIVED** from the within named Purchasers the within mentioned sum  
**Rs.** \_\_\_\_\_ **/- (Rupees** \_\_\_\_\_ **)only** by way of total  
 consideration money as per Memo below :-

**MEMORANDUM OF CONSIDERATION**

<b>Sl.No.</b>	<b>Date</b>	<b>Cheque No.</b>	<b>Bank</b>	<b>Amount (in Rs.)</b>
			<b>TOTAL</b>	<b>Rs.</b> _____ <b>/-</b>

**(Rupees** \_\_\_\_\_ **)only.**

**WITNESS:**

1.

-----  
**SIGNATURE OF THE DEVELOPER**

2.

**Deed prepared and Drafted by:-**

