

THIS DEED OF CONVEYANCE

Made this the \_\_\_\_\_ day of \_\_\_\_\_, 2024

[Two Thousand Twenty Four]

**BETWEEN**

[1A] **SRIMATI KAKALI CHATTERJEE [PAN BPBPC7690K] [AADHAAR 4167 4157 4393]**, wife of Sri Arup Chatterjee and daughter of Late Bholanath Banerjee, residing at AB-8/29, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State - West Bengal, [1B] **SRIMATI PIYALI PAUL [PAN AMBPP 4204A] [AADHAAR 6116 5605 5053]**, wife of Sri Swapan Paul and daughter of Late Bholanath Banerjee, residing at C/1, Mahamaya Pally, Raghunathpur, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State - West Bengal and [2] **SRIMATI SHYAMALI MUKHERJEE [PAN CZRPM4613B] [AADHAAR 9974 1645 5162]**, wife of Sri Indrajit Mukherjee and daughter of Sri Kashinath Banerjee, residing at Tapoban Apartment, 37, Baguiati 3rd Lane, Post Office & Police Station - DumDum, District North 24-Parganas, PIN - 700 028, State - West Bengal, all by Religion - Hindu, by Occupation - Housewife, by Nationality - Indian, hereinafter jointly referred to and called as the **LANDOWNERS/VENDORS** [which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include their respective heirs, executors, administrators, legal representatives and assigns] of the **FIRST PART**, represented by **SREE GOPAL CONSTRUCTION [PAN AERFS5949H]**, a Partnership Firm, having its Office at 63, Baguiati Road, Post Office and Police Station - Dum Dum, District North 24-Parganas, PIN - 700 028, West Bengal, represented by one of its **Partners and Authorized Signatory** namely **SRI AVISHEK SAHA [PAN AZSPS7282B] [AADHAAR 2549 0595 7409]**, son of Sri Debdas Saha, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at Kamini Kutir, 48 [old] 27 [New], Baguiati Road, Post Office and Police Station - Dum Dum, District North 24-Parganas, PIN - 700 028, West Bengal, as **Constituted Attorney** by virtue of a **Development Power of Attorney after Registered Development Agreement** dated the **23rd** day of **September, 2022** which was duly registered with the **Office** of the **Additional District Sub-Registrar** at **Cossipore, DumDum** and recoded into Book No. I, Volume No. 1506-2022, Pages from 456649 to 456667, **Being No. 150612904** for the year **2022**;

**AND**

**SREE GOPAL CONSTRUCTION [PAN AERFS5949H]**, a Partnership Firm, having its Office at 63, Baguiati Road, Post Office and Police Station - Dum Dum, District North 24-Parganas, PIN - 700 028, West Bengal, represented by one of its **Partners and Authorized Signatory** namely **SRI AVISHEK SAHA [PAN AZSPS7282B] [AADHAAR 2549 0595 7409]**, son of Sri Debdas Saha, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at Kamini Kutir, 48 [old] 27 [New], Baguiati Road, Post Office and Police Station - Dum Dum, District North 24-Parganas, PIN - 700 028, West Bengal, hereinafter referred to and called as the **DEVELOPER** [which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, legal representatives successors-in-office and assigns] of the **SECOND PART**;

**AND**

SREE GOPAL CONSTRUCTION

*Avishek Saha*

Partner

Partner

[1] **SRI/SRIMATI/KUMARI** \_\_\_\_\_ [PAN \_\_\_\_\_]  
**[AADHAAR** \_\_\_\_\_], son/daughter/wife of \_\_\_\_\_, by  
 Religion - \_\_\_\_\_, by Occupation - \_\_\_\_\_, by nationality - Indian,  
 residing at \_\_\_\_\_, Post Office - \_\_\_\_\_, under Police  
 Station - \_\_\_\_\_, District - \_\_\_\_\_, PIN - \_\_\_\_\_, State - \_\_\_\_\_,

[2] **SRI/SRIMATI/KUMARI** \_\_\_\_\_ [PAN \_\_\_\_\_]  
**[AADHAAR** \_\_\_\_\_], son/daughter/wife of \_\_\_\_\_, by  
 Religion - \_\_\_\_\_, by Occupation - \_\_\_\_\_, by nationality - Indian,  
 residing at \_\_\_\_\_, Post Office - \_\_\_\_\_, under Police  
 Station - \_\_\_\_\_, District - \_\_\_\_\_, PIN - \_\_\_\_\_, State - \_\_\_\_\_,  
 hereinafter referred to as the **PURCHASER/S** [which terms and expressions shall  
 unless otherwise excluded by or repugnant to the context or subject be deemed to  
 mean and include his/her/their heirs, executors, administrators, representatives  
 and assigns] of the **THIRD PART**;

**WHEREAS:**

- A. That, by a **Mourashi Mokrari Paatah [Deed of Transfer]** dated the **21st** day of **February, 1952** corresponding to **8th** day of **Falgun, 1358 B. S.** [1] **SRI BIRENDRA NATH CHATTOPADHYAY**, son of Sri Radha Charan Chattopadhyay and [2] **SRI BIJOY NARAYAN GHOSH**, son of Sri Charu Kumar Ghosh, therein referred to and called as the **Transferors** of the **One Part** jointly transferred, assigned and assured **ALL THAT** piece and parcel of a plot of land measuring about **6 [six] Cottahs 3 [three] Chittacks 0 [zero] Square Feet** more or less, lying and situated at **Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 3083**, comprised in C. S. Dag No. 2935 appertaining to C. S. Khatian No. 701, within the local limits of the **South DumDum Municipality**, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, Dum Dum, under Police Station - Dum Dum, District 24-Parganas, unto and in favour of one **SRIMATI AMIYA BALA DEVI**, wife of Sri Umanath Bandyopadhyay, therein referred to and called as the **Transferee** of the **One Part** which was duly registered with the Office of the Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 9, Pages from 241 to 245, **Being No. 828** for the year **1952** and thus handed over the peaceful vacant physical possession of the aforesaid property absolutely and forever;
- B. That, by virtue of aforesaid Deed, said **SRIMATI AMIYA BALA DEVI**, wife of Sri Umanath Bandyopadhyay, became the sole and absolute owner of the aforesaid property and thus mutated her name with the Offices of the concerned competent authorities and used to pay proper tax and other outgoings against her name regularly and punctually and enjoying the aforesaid property without any interruptions and/or hindrances from any corner;
- C. That, during the course of enjoyment, by a **Deed of Settlement** dated the **21st** day of **December, 1988** corresponding to **5th** day of **Agrahayan, 1395 B. S.** said **SRIMATI AMIYA BALA DEVI**, wife of Late Umanath Bandyopadhyay, therein referred to and called as the **Settlor** of the One Part settled and bequeathed **ALL THAT** piece and parcel of a plot of land identified as **Scheme Plot No. "A"** measuring about **1 [one] Cottah 5 [five] Chittacks 23 [twenty three] Square Feet** more or less **TOGETHER WITH** a R T S standing thereon, lying and situated at **Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 3083**, comprised in C. S. Dag No. 2935 corresponding to **R. S. Dag Nos. 7327 and 7337** appertaining to C. S. Khatian No. 701 corresponding to **R. S.**

**Khatian No. 1235**, within the local limits of the **South DumDum Municipality**, being **Municipal Holding No. 28, Baguiati Road**, being **Premises No. 32, Baguiati Road**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, Dum Dum, under Police Station - Dum Dum, District North 24-Parganas, towards **one of her sons** namely **SRI BHOLANATH BANERJEE** alias **SRI BHOLANATH BANNDYOPADHYAY**, son of Late Umanath Banerjee alias Late Umanath Bandyopadhyay, therein referred to and called as the **Settlee** of the **Other Part** which was duly registered with the Office of the Additional District Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 115, Pages from 403 to 412, **Being No. 5602** for the year **1988** and thus handed over the peaceful vacant physical possession of the aforesaid property absolutely and forever;

- D. That, during the course of enjoyment, said **AMIYA BALA DEVI** alias **AMIYA BALA BANERJEE** died intestate on **22nd** day of **January, 1989** and leaving behind her son said **SRI BHOLANATH BANERJEE** alias **SRI BHOLANATH BANNDYOPADHYAY**, son of Late Umanath Banerjee alias Late Umanath Bandyopadhyay along with her other children as the only legal heirs, successors and representatives towards the estate of deceased said **AMIYA BALA DEVI** alias **AMIYA BALA BANERJEE**, by virtue of law of inheritance as per Hindu Succession Act, 1956, as amended up-to-date;
- E. That, after the demise of said **AMIYA BALA DEVI** alias **AMIYA BALA BANERJEE**, by virtue of law of inheritance and as according to the terms and condition of aforesaid **Deed of Settlement** dated the **21st** day of **December, 1988** said **SRI BHOLANATH BANERJEE** alias **SRI BHOLANATH BANNDYOPADHYAY**, son of Late Umanath Banerjee alias Late Umanath Bandyopadhyay, became the sole and absolute owner of aforesaid Property and thus mutated his name with the Offices of the concerned competent authorities and used to pay proper tax and other outgoings against his name regularly and punctually and enjoying the aforesaid property without any interruptions and/or hindrances from any corner;
- F. That, by virtue of law of inheritance, aforesaid Deed of Settlement and mutation as well said **SRI BHOLANATH BANERJEE** alias **SRI BHOLANATH BANNDYOPADHYAY**, son of Late Umanath Banerjee alias Late Umanath Bandyopadhyay, became the sole and absolute owner of **ALL THAT** piece and parcel of a plot of land identified as **Scheme Plot No. "A"** measuring about **1 [one] Cottah 5 [five] Chittacks 23 [twenty three] Square Feet** more or less **TOGETHER WITH** a **Roof Tile Shed** measuring about **200 [two hundred] Square Feet** more or less standing thereon, lying and situated at **Mouza - SATGACHI, J. L. No. 20, Re. Sa. No. 154, Touzi No. 3083**, comprised in C. S. Dag No. 2935 corresponding to **R. S. Dag Nos. 7327** and **7337** corresponding to **L. R. Dag Nos. 7343** and **7353** appertaining to C. S. Khatian No. 701 corresponding to **R. S. Khatian No. 1235** corresponding to **L. R. Khatian No. 520** [in the name of **AMIYA BALA DEVI**], within the local limits of **Ward No. 26, Circle No. 6** of the **South Dum Dum Municipality**, being **Premises No. 32, Baguiati Road**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, Dum Dum, under Police Station - Dum Dum, District North 24-Parganas, **PIN - 700 028, State - West Bengal**;
- G. That, during the course of enjoyment **BHOLANATH BANERJEE** alias **BHOLANATH BANNDYOPADHYAY** died intestate on **20th** day of **December, 2020** and **his wife** namely **TRIPTI BANERJEE** died intestate before his death



on **11th** day of **January, 2007** leaving behind him, **his 2 [two] daughters** namely **[1] SRIMATI KAKALI CHATTERJEE**, wife of Sri Arup Chatterjee and **[2] SRIMATI PIYALI PAUL**, wife of Sri Swapan Paul, as the only legal heiresses, successors and representatives towards the estate of deceased **BHOLANATH BANERJEE** alias **BHOLANATH BANNDYOPADHYAY**, by virtue of law of inheritance as per Hindu Succession Act, 1956 as amended up-to-date;

- H. That, by virtue of law of inheritance, said **[1] SRIMATI KAKALI CHATTERJEE**, wife of Sri Arup Chatterjee and daughter of Late Bholanath Banerjee and **[2] SRIMATI PIYALI PAUL**, wife of Sri Swapan Paul and daughter of Late Bholanath Banerjee, the Landowners No. 1A and 1B became the absolute joint owners of **ALL THAT** piece and parcel of a plot of land identified as **Scheme Plot No. "A"** measuring about **1 [one] Cottah 5 [five] Chittacks 23 [twenty three] Square Feet** more or less **TOGETHER WITH** a **Roof Tile Shed** measuring about **200 [two hundred] Square Feet** more or less standing thereon, lying and situated at **Mouza - SATGACHI, J. L. No. 20, Re. Sa. No. 154, Touzi No. 3083**, comprised in C. S. Dag No. 2935 corresponding to **R. S. Dag Nos. 7327 and 7337** corresponding to **L. R. Dag Nos. 7343 and 7353** appertaining to C. S. Khatian No. 701 corresponding to **R. S. Khatian No. 1235** corresponding to **L. R. Khatian No. 520** [in the name of **AMIYA BALA DEVI**], within the local limits of **Ward No. 26, Circle No. 6** of the **South Dum Dum Municipality**, being **Premises No. 32, Baguiati Road**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, Dum Dum, under Police Station - Dum Dum, District North 24-Parganas, **PIN - 700 028, State - West Bengal**, referred to and called as the **Premises No. "A"**;

**AND WHEREAS:**

- A. That, during the course of enjoyment, by a **Deed of Settlement** dated the **21st** day of **November, 1988** corresponding to **5th** day of **Agrahayan, 1395 B. S.** said **SRIMATI AMIYA BALA DEVI**, wife of Late Umanath Bandyopadhyay, therein referred to and called as the **Settlor** of the One Part settled and bequeathed **ALL THAT** piece and parcel of a plot of land identified as **Scheme Plot No. "B"** measuring about **1 [one] Cottah 4 [four] Chittacks 23 [twenty three] Square Feet** more or less **TOGETHER WITH** a **R T S** standing thereon, lying and situated at **Mouza - SATGACHI, J. L. No. 20, R. S. No. 154, Touzi No. 3083**, comprised in C. S. Dag No. 2935 corresponding to **R. S. Dag Nos. 7327 and 7337** appertaining to C. S. Khatian No. 701 corresponding to **R. S. Khatian No. 1235**, within the local limits of the **South DumDum Municipality**, being **Municipal Holding No. 28, Baguiati Road**, being **Premises No. 32, Baguiati Road**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, Dum Dum, under Police Station - Dum Dum, District North 24-Parganas, towards **one of her sons** namely **SRI KASHINATH BANNDYOPADHYAY**, son of Late Umanath Bandyopadhyay, therein referred to and called as the **Settlee** of the **Other Part** which was duly registered with the Office of the Additional District Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 112, Pages from 393 to 402, **Being No. 5601** for the year **1988** and thus handed over the peaceful vacant physical possession of the aforesaid property absolutely and forever;
- B. That, during the course of enjoyment, said **AMIYA BALA DEVI** alias **AMIYA BALA BANERJEE** died intestate on **22nd** day of **January, 1989** and leaving behind her son said **SRI KASHINATH BANERJEE** alias **SRI KASHINATH BANNDYOPADHYAY**, son of Late Umanath Banerjee alias Late Umanath

Bandyopadhyay along with her other children as the only legal heirs, successors and representatives towards the estate of deceased said **AMIYA BALA DEVI** alias **AMIYA BALA BANERJEE**, by virtue of law of inheritance as per Hindu Succession Act, 1956, as amended up-to-date;

- C. That, after the demise of said **AMIYA BALA DEVI** alias **AMIYA BALA BANERJEE**, by virtue of law of inheritance and as according to the terms and condition of aforesaid **Deed of Settlement** dated the **21st** day of **November, 1988** said **SRI KASHINATH BANERJEE** alias **SRI KASHINATH BANNDYOPADHYAY**, son of Late Umanath Banerjee alias Late Umanath Bandyopadhyay, became the sole and absolute owner of aforesaid Property and thus mutated his name with the Offices of the concerned competent authorities and used to pay proper tax and other outgoings against his name regularly and punctually and enjoying the aforesaid property without any interruptions and/or hindrances from any corner;
- D. That, by virtue of law of inheritance, aforesaid Deed of Settlement and mutation as well said **SRI KASHINATH BANERJEE** alias **SRI KASHINATH BANNDYOPADHYAY**, son of Late Umanath Banerjee alias Late Umanath Bandyopadhyay, became the sole and absolute owner of **ALL THAT** piece and parcel of a plot of land identified as **Scheme Plot No. "B"** measuring about **1 [one] Cottah 4 [four] Chittacks 23 [twenty three] Square Feet** more or less **TOGETHER WITH** a **Roof Tile Shed** measuring about **200 [two hundred] Square Feet** more or less standing thereon, lying and situated at **Mouza - SATGACHI, J. L. No. 20, Re. Sa. 154, Touzi No. 3083**, comprised in C. S. Dag No. 2935 corresponding to **R. S. Dag Nos. 7327** and **7337** corresponding to **L. R. Dag Nos. 7343** and **7353** appertaining to C. S. Khatian No. 701 corresponding to **R. S. Khatian No. 1235** corresponding to **L. R. Khatian No. 520** [in the name of **AMIYA BALA DEVI**], within the local limits of **Ward No. 26** of the **South DumDum Municipality**, being **Municipal Holding No. 28 [old] 69 [new]**, **Locality/Street: Baguiati Road**, being **Premises No. 32, Baguiati Road**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, Dum Dum, under Police Station - Dum Dum, District North 24-Parganas, **PIN - 700 028, State - West Bengal**;
- E. That, during the course of enjoyment out of love and affection by a **Deed of Gift** dated the **25th** day of **July, 2022**, said **SRI KASHINATH BANERJEE** alias **SRI KASHINATH BANNDYOPADHYAY**, son of Late Umanath Banerjee alias Late Umanath Bandyopadhyay, therein referred to and called as the **Donor** of the **One Part** voluntarily gifted, granted, transferred, assigned and assured **ALL THAT** piece and parcel of a plot of land identified as **Scheme Plot No. "B"** measuring about **1 [one] Cottah 4 [four] Chittacks 23 [twenty three] Square Feet** more or less **TOGETHER WITH** a **Roof Tile Shed** measuring about **200 [two hundred] Square Feet** more or less standing thereon, lying and situated at **Mouza - SATGACHI, J. L. No. 20, Re. Sa. 154, Touzi No. 3083**, comprised in C. S. Dag No. 2935 corresponding to **R. S. Dag Nos. 7327** and **7337** corresponding to **L. R. Dag Nos. 7343** and **7353** appertaining to C. S. Khatian No. 701 corresponding to **R. S. Khatian No. 1235** corresponding to **L. R. Khatian No. 520** [in the name of **AMIYA BALA DEVI**], within the local limits of **Ward No. 26** of the **South DumDum Municipality**, being **Municipal Holding No. 28 [old] 69 [new]**, **Locality/Street: Baguiati Road**, being **Premises No. 32, Baguiati Road**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, Dum Dum, under Police Station - Dum Dum, District North 24-Parganas, **PIN - 700 028, State - West Bengal**, towards **his**

**only own daughter** namely **SRIMATI SHYAMALI MUKHERJEE**, wife of Sri Indrajit Mukherjee and daughter of Sri Kashinath Banerjee, therein referred to and called as the **Donee** herein, which was duly registered with the Office of the Additional District Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506-2022, Pages from 365858 to 365876, **Being No. 150609606** for the year **2022** and thus handed over the vacant and peaceful possession of the aforesaid property absolutely and forever;

- F. That, by virtue of aforesaid Deed of Gift, said **SRIMATI SHYAMALI MUKHERJEE**, wife of Sri Indrajit Mukherjee and daughter of Sri Kashinath Banerjee, the Landowner No. 2 herein became the sole and absolute owner of **ALL THAT** piece and parcel of a plot of land identified as **Scheme Plot No. "B"** measuring about **1 [one] Cottah 4 [four] Chittacks 23 [twenty three] Square Feet** more or less **TOGETHER WITH** a **Roof Tile Shed** measuring about **200 [two hundred] Square Feet** more or less standing thereon, lying and situated at **Mouza - SATGACHI, J. L. No. 20, Re. Sa. 154, Touzi No. 3083**, comprised in C. S. Dag No. 2935 corresponding to **R. S. Dag Nos. 7327 and 7337** corresponding to **L. R. Dag Nos. 7343 and 7353** appertaining to C. S. Khatian No. 701 corresponding to **R. S. Khatian No. 1235** corresponding to **L. R. Khatian No. 520** [in the name of **AMIYA BALA DEVI**], within the local limits of **Ward No. 26** of the **South DumDum Municipality**, being **Municipal Holding No. 28 [old] 69 [new]**, **Locality/Street: Baguiati Road**, being **Premises No. 32, Baguiati Road**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, Dum Dum, under Police Station - Dum Dum, District North 24-Parganas, **PIN - 700 028, State - West Bengal**, referred to and called as the **Premises No. "B"**;

**AND WHEREAS:**

- A. That, during the course of enjoyment said **[1] SRIMATI KAKALI CHATTERJEE**, wife of Sri Arup Chatterjee and daughter of Late Bholanath Banerjee and **[2] SRIMATI PIYALI PAUL**, wife of Sri Swapan Paul and daughter of Late Bholanath Banerjee along with said **SRIMATI SHYAMALI MUKHERJEE**, wife of Sri Indrajit Mukherjee and daughter of Sri Kashinath Banerjee, the Landowners herein intend to develop their respective properties by way of erection of new multi-storied building thereon and to that effect by a **Deed of Amalgamation** dated the **23rd** day of **September, 2022** which was duly registered with the Office of the Additional District Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 1506-2022, Pages from 455068 to 455085, **Being No. 150612839** for the year **2022** said **[1] SRIMATI KAKALI CHATTERJEE**, wife of Sri Arup Chatterjee and daughter of Late Bholanath Banerjee and **[2] SRIMATI PIYALI PAUL**, wife of Sri Swapan Paul and daughter of Late Bholanath Banerjee, therein referred to and called as the **Parties of the One Part** and said **SRIMATI SHYAMALI MUKHERJEE**, wife of Sri Indrajit Mukherjee and daughter of Sri Kashinath Banerjee, therein referred to and called as the **Party of the Other Part** amalgamated their respective properties into a single property i.e. **ALL THAT** piece and parcel of a plot of and identified as **Scheme Plot Nos. "A" and "B"** measuring about **2 [two] Cottahs 10 [ten] Chittacks 1 [one] Square Feet** more or less **TOGETHER WITH 2 [two] separate Roof Tile Shed, each** measuring about **200 [two hundred] Square Feet** more or less standing thereon, lying and situated at **Mouza - SATGACHI, J. L. No. 20, Re. Sa. 154, Touzi No. 3083**, comprised in C. S. Dag No. 2935 corresponding to **R. S. Dag Nos. 7327 and 7337** corresponding to **L. R. Dag Nos. 7343** [land land classified as **BASTU** measuring about **1 (one) Cottah 5**

**(five) Chittacks 0.5 [zero point five] Square Feet** more or less] and **7353** [land land classified as **DANGA** measuring about **1 (one) Cottah 5 (five) Chittacks 0.5 [zero point five] Square Feet** more or less] appertaining to C. S. Khatian No. 701 corresponding to **R. S. Khatian No. 1235** corresponding to **L. R. Khatian No. 520** [in the name of **AMIYA BALA DEVI**], within the local limits of **Ward No. 26** of the **South DumDum Municipality**, being **Municipal Holding No. 28 [old] 68 and 69 [new]**, **Locality/Street: Baguiati Road**, being **Premises No. 32, Baguiati Road**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, Dum Dum, under Police Station - Dum Dum, District North 24-Parganas, **PIN - 700 028, State - West Bengal**, which is specifically and particularly mentioned in the **First Schedule** written hereunder and herein referred to and called as the **“SAID PREMISES”**;

- B. That, while thus said **[1A] SRIMATI KAKALI CHATTERJEE**, wife of Sri Arup Chatterjee and daughter of Late Bholanath Banerjee, **[1B] SRIMATI PIYALI PAUL**, wife of Sri Swapan Paul and daughter of Late Bholanath Banerjee and **[2] SRIMATI SHYAMALI MUKHERJEE**, wife of Sri Indrajit Mukherjee and daughter of Sri Kashinath Banerjee, the Landowners/ Vendors herein, enjoying the aforesaid property as the joint and absolute owners, they with a view to construct a multi storied building at the said premises enquired and discussed various contractors, developers regarding construction of multi storied building and gained knowledge thereto;
- C. That, said **[1A] SRIMATI KAKALI CHATTERJEE**, wife of Sri Arup Chatterjee and daughter of Late Bholanath Banerjee, **[1B] SRIMATI PIYALI PAUL**, wife of Sri Swapan Paul and daughter of Late Bholanath Banerjee and **[2] SRIMATI SHYAMALI MUKHERJEE**, wife of Sri Indrajit Mukherjee and daughter of Sri Kashinath Banerjee, the Landowners/ Vendors herein had jointly entered into a **Development Agreement** on **23rd** day of **September, 2022** with one reputed Developer namely **SREE GOPAL CONSTRUCTION**, a Partnership Firm, having its Office at 63, Baguiati Road, Post Office and Police Station - Dum Dum, District North 24-Parganas, PIN - 700 028, West Bengal, represented by one of its **Partners** and **Authorized Signatory** namely **SRI SRI AVISHEK SAHA**, son of Sri Debdas Saha, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at Kamini Kutir, 48 [old] 27 [New], Baguiati Road, Post Office and Police Station - Dum Dum, District North 24-Parganas, PIN - 700 028, West Bengal, the Developer/ Promoter herein under some, terms, conditions and allocation as specifically mentioned therein which was duly registered with the **Office** of the **Additional District Sub-Registrar** at **Cossipore, DumDum** and recoded into Book No. I, Volume No. 1506-2022, Pages from 455563 to 455599, **Being No. 150612848** for the year **2022** and also said **[1A] SRIMATI KAKALI CHATTERJEE**, wife of Sri Arup Chatterjee and daughter of Late Bholanath Banerjee, **[1B] SRIMATI PIYALI PAUL**, wife of Sri Swapan Paul and daughter of Late Bholanath Banerjee and **[2] SRIMATI SHYAMALI MUKHERJEE**, wife of Sri Indrajit Mukherjee and daughter of Sri Kashinath Banerjee, the Landowners/Vendors herein had nominated, appointed and constituted said **SREE GOPAL CONSTRUCTION**, a Partnership Firm, having its Office at 63, Baguiati Road, Post Office and Police Station - Dum Dum, District North 24-Parganas, PIN - 700 028, West Bengal, represented by one of its **Partners** and **Authorized Signatory** namely **SRI SRI AVISHEK SAHA**, son of Sri Debdas Saha, as **Constituted Attorney** by virtue of a **Development Power of Attorney after Registered Development Agreement** made and executed on **23rd** day of **September, 2022** which was duly registered with the **Office** of the **Additional District Sub-Registrar** at **Cossipore**,

**DumDum** and recoded into Book No. I, Volume No. 1506-2022, Pages from 456649 to 456667, **Being No. 150612904** for the year **2022**;

- D. That after execution of aforesaid Development Agreement and Development Power of Attorney after Registered Development Agreement, some mistakes and/or inaccuracies has been found in aforesaid **Development Power of Attorney after Registered Development Agreement Being No. 150612904** for the year **2022** and to that effect, by a **Deed of Declaration** dated the **3rd** day of **November, 2023**, said **[1A] SRIMATI KAKALI CHATTERJEE**, wife of Sri Arup Chatterjee and daughter of Late Bholanath Banerjee, **[1B] SRIMATI PIYALI PAUL**, wife of Sri Swapan Paul and daughter of Late Bholanath Banerjee and **[2] SRIMATI SHYAMALI MUKHERJEE**, wife of Sri Indrajit Mukherjee and daughter of Sri Kashinath Banerjee, the **Landowners/Declarants No. 1** of the **One Part** and **SREE GOPAL CONSTRUCTION**, a Partnership Firm, having its Office at 63, Baguiati Road, Post Office and Police Station - Dum Dum, District North 24-Parganas, PIN - 700 028, West Bengal, represented by one of its **Partners** and **Authorized Signatory** namely **SRI SRI AVISHEK SAHA**, son of Sri Debdas Saha, by Religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at Kamini Kutir, 48 [old] 27 [New], Baguiati Road, Post Office and Police Station - Dum Dum, District North 24-Parganas, PIN - 700 028, West Bengal, the **Developer/Declarant No. 2** of the **Other Part** jointly rectified the mistakes and/or inaccuracies which was duly registered with the **Office** of the **Additional District Sub-Registrar** at **Cossipore, DumDum** and recoded into Book No. IV, Volume No. 1506-2023, Pages from 5848 to 5860, **Being No. 150600360** for the year **2023**;
- E. That, the Landowners/Vendors with a view to construct a multi storied building at the said premises enquired and discussed various contractors, Developers regarding construction of multi storied building and gained knowledge thereto;
- F. That, by virtue of the aforesaid Development Agreements and Development Power of Attorney after Registered Development Agreements on the terms and conditions set-forth therein and the Plan for construction has been sanctioned vide Sanctioned **Plan No. 1010, 2016-2017** dated **7th** day of **February, 2023** by the **South DumDum Municipality**.
- G. That, the Purchaser/s has/have perused and satisfied with the sanction plan, specification of the newly constructed building and title of the said plot of land;
- H. That, by an **Agreement for Sale** the Developer along with the Landowners/Vendors herein have agreed to sell and the Purchaser/s agreed to purchase **ALL THAT** piece and parcel of one self contained separate **Residential Flat** being **No. “\_\_\_\_\_”** on the \_\_\_\_\_ **side** of \_\_\_\_\_ **Floor** of a **Six Storied Building** being known and identified as **“AMIYA ABASAN”**, measuring about \_\_\_\_\_ [ \_\_\_\_\_ ] **Square Feet Super Built-up Area** more or less equivalent to \_\_\_\_\_ [ \_\_\_\_\_ ] **Square Feet Carpet Area** more or less, situated at **Municipal Holding No. 28 [old] 69 and 68 [new], Locality/Street: Baguiati Road**, being **Premises No. 32, Baguiati Road**, under Police Station - Dum Dum, District North 24-Parganas, **PIN - 700 028, State - West Bengal** from Developer’s Allocation together with the undivided un-demarcated proportionate share in the said plot of land specifically and particularly described in the Second Schedule written hereunder together with all amenities, facilities, restrictions and common expenses provided thereto as specifically and



particularly described in the Third, Fourth, Fifth and Sixth Schedules respectively written hereunder the intent and object that the Purchaser/s shall be entitled to hold the said Flat by way of exploiting in lawful residential purposes at and for consolidated consideration of **Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_]** only which has been paid by the Purchaser/s to the Developer on or before execution of these presents as detailed below in the memo of consideration;

**NOW THIS INDENTURE WITNESSETH** by and between the parties hereto as follows:

- A. In pursuance of the said agreement and in consideration of the said sum of **Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_]** only of the lawful money of the Union of India and truly paid by the Purchaser/s herein to the Landowners/Vendors and Developer [receipt whereof the Landowners/Vendors and Developer doth hereby as also by the memo of consideration written herein below admit and acknowledge and of and from the same and every part thereof hereby acquit, release and forever discharge the Purchaser/s and the Property hereby sold and transferred the Landowners/Vendors and Developer herein collectively doth hereby sell, grant, transfer, convey, assign and assure unto the Purchaser/s of **ALL THAT** piece and parcel of one self contained separate **Residential Flat** being **No. “\_\_\_\_\_”** on the \_\_\_\_\_ **side** of \_\_\_\_\_ **Floor** of a **Six Storied Building** being known and identified as **“AMIYA ABASAN”**, situated at **Municipal Holding No. 28 [old] 69 and 68 [new], Locality/Street: Baguiati Road**, being **Premises No. 32, Baguiati Road**, under Police Station - Dum Dum, District North 24-Parganas, **PIN - 700 028, State - West Bengal**, lying upon piece or parcel of a plot of land identified as **Scheme Plot Nos. “A” and “B”** measuring about **2 [two] Cottahs 10 [ten] Chittacks 1 [one] Square Feet** more or less, lying and situated at **Mouza - SATGACHI, J. L. No. 20, Re. Sa. 154, Touzi No. 3083**, comprised in C. S. Dag No. 2935 corresponding to **R. S. Dag Nos. 7327 and 7337** corresponding to **L. R. Dag Nos. 7343** [land classified as **BASTU** measuring about **1 (one) Cottah 5 (five) Chittacks 0.5 [zero point five] Square Feet** more or less] and **7353** [land classified as **DANGA** measuring about **1 (one) Cottah 5 (five) Chittacks 0.5 [zero point five] Square Feet** more or less] appertaining to C. S. Khatian No. 701 corresponding to **R. S. Khatian No. 1235** corresponding to **L. R. Khatian No. 520** [in the name of **AMIYA BALA DEVI**], within the local limits of **Ward No. 26** of the **South DumDum Municipality**, being **Municipal Holding No. 28 [old] 69 and 68 [new], Locality/Street: Baguiati Road**, being **Premises No. 32, Baguiati Road**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, Dum Dum, under Police Station - Dum Dum, District North 24-Parganas, **PIN - 700 028, State - West Bengal**, measuring about \_\_\_\_\_ [ \_\_\_\_\_ ] **Square Feet Super Built-up Area** more or less equivalent to \_\_\_\_\_ [ \_\_\_\_\_ ] **Square Feet Carpet Area** more or less from Developer’s Allocation specifically and particularly mentioned in the **SECOND SCHEDULE** together with the undivided proportionate share in the land where the Flat is lying and situated at the said plot of land which specifically and particularly mentioned in the **FIRST SCHEDULE** written hereunder and **ALSO** undivided share of the common passage in the building in common with the other occupiers of the building for the purpose of the beneficial use and enjoyment of the said Flat including the uninterrupted and free access to and from the main Municipal Road **AND** other common areas, portions, amenities

restrictions and common expenses specifically and particularly described in the Third, Fourth, Fifth and Sixth Schedules respectively written hereunder, hereinafter collectively referred to as the said FLAT OR HOWEVER OTHERWISE THE SAID FLAT now is or at any time or time hereto before was situated, butted, bounded, called, known, described and distinguished together with all fixtures walls, sewers, drains, passage, water sources in the building and all manner of former or other rights, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever to the said Flat or any part thereof usually occupied or enjoyed or reputed to belonging or be appurtenant therein AND the reversion or reversions, remainder or reminders and the rents issues and profits thereof and every part thereof and all the estate rights, title, interest, claim, use inheritance, trust, property or deemed whatsoever of the Landowners/ Vendors doth at law or in equity into and upon the said Flat or any or any part thereof TO HAVE AND TO HOLD the said Flat hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof together with her and every of her respective rights member and appurtenances whatsoever unto the Purchaser/s absolutely and forever free from all encumbrances, trusts, liens and attachments whatsoever SUBJECT NEVERTHELESS to the easements or quasi easements and other stipulations or provisions in connections with the beneficial use and enjoyment of the said Flat as mentioned in the FOURTH SCHEDULE hereunder written and excepting the receiving unto the Landowners/Vendors and Developer and the other owners and occupiers of the other flats, Covered Parking Space and Shop Rooms in the said building such easements or quasi easements and other rights and privileges as are mentioned in the FIFTH SCHEDULE hereunder written and also subject to the Purchaser/s covenant to bear and pay its proportionate share of common expenses for the maintenance of the said building as mentioned in the SIXTH SCHEDULE written hereunder.

**B. THE LANDOWNERS/VENDORS AND THE DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER/S as follows:-**

- a) That notwithstanding any act deed matter or thing by the Landowners /Vendors and Developer or by any of their ancestors or predecessors in title done executed or knowingly suffered or permitted or suffered to the contrary Landowners/Vendors and Developer lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Flat together with the sanctioned plan hereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or condition use trust or other thing whatsoever to alter defeat encumber or make void the same AND THAT NOTWITHSTANDING any such act deed matter or thing whatsoever as aforesaid the Landowners/Vendors and Developer have now good right full power and lawful and absolute authority to sell, grant, convey, transfer, assign, and assure or express so to be unto and to the use of the Purchaser/s absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.
- b) That notwithstanding any act, deed or thing whatsoever be done committed or knowingly suffered by the Landowners/Vendors and Developer to the contrary the Landowners/Vendors and Developer have good right full power absolute authority and indefeasible title and/or otherwise well and sufficiently entitled to sell, grant, transfer, convey, assign, assure the said Flat unto the Purchaser/s in the manner aforesaid.

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

**C. THE PURCHASER/S HEREBY AGREED AND COVENANT WITH THE LANDOWNERS/VENDORS AND THE DEVELOPER as follows:-**

- a) That the right of the Purchaser/s shall remain restricted to the said Flat and the properties appurtenant thereto and the Purchaser/s and/or any persons claiming through them, shall not be entitled to claim any right over and in respect of the remaining portions of the said building save and except the use of common area.
- b) That the Purchaser/s only for the lawful purpose shall always use the said Flat only.
- c) That the Purchaser/s shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually within seven days from the days of the submissions of the bills.
- d) That in the event of any capital expenditure for repairs, maintenance etc. for common purpose, the Purchaser/s shall/ will be liable to make payment of the proportionate share as shall be determined.
- e) That the Purchaser/s shall have the legal right to sale or lawfully handover the flat to any other Person/Persons.
- f) That the Purchaser/s shall be liable to make payment of the Municipal rates, taxes and outgoing in respect of the said Flat in full and of the

common parts on the basis of prorata until unless said flat is separately assessed.

- g) That the Purchaser/s shall become a member of the Association to be formed which will comprise with all the Purchaser/s/occupiers of the space or spaces of the said building along with the Landowners/ Vendors for maintenance of the common parts.
- h) That the Purchaser/s shall permit the Landowners/Vendors, Developer and their agent with or without workmen at all reasonable time on notice [save and except in case of emergency] to enter into space of the Purchaser/s to check, view and examine to state and condition of the said space and their convenience and for purpose of cleaning, repairing and keeping in order the sewers, drain, pipes, rain water pipes, electric cables and conditions.
- i) That the Purchaser/s shall not deposit throw, accumulate any rubbish water, dirt rage or other refuse in the common parts of the building or premises or permit the same.
- j) That the Purchaser/s shall not display any hoarding, sign boards or placards on the terrace of the said unit or any share else in the said premises save and except in front portion of their Flat. It is hereby made expressly not to put anything outside the Flat of the said building.
- k) That the Purchaser/s shall keep the internal portion of the said Flat and every part thereof in good conditions so as to support and protect other supporting parts of the building.
- l) That the Purchaser/s shall not make any addition and alteration in structural work of the said Flat except with the prior approval and sanction of the appropriate authority and/or appropriate authorities.
- m) That the Purchaser/s shall not use stove or Chula in the open space and other common portions and/or allow smoke to spread and go in common portions.
- n) That the Purchaser/s shall not to do any act, good or thing whereby the Landowners/Vendors are prevented from selling, assigning or disposing off any other portion or portions in the said building.
- o) That the Purchaser/s shall use in common with other occupiers and owners the common areas and facilities and in the passage of entrance from the main road to the premises and the corridors of the building.
- p) That the Purchaser/s shall not do or not permit to be done which is likely to cause nuisance or annoyance to other occupiers of the said building;
- q) That the Purchaser/s shall not carry on or caused to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal, criminal or any other activities in the said unit or anywhere else within the building.
- r) That water of the building will be supplied from the one over head reservoir, nobody can raise objection towards the supply of water into any unit of the building;

**THE FIRST SCHEDULE ABOVE REFERRED TO  
[DESCRIPTION OF LAND]**

**ALL THAT** piece and parcel of a plot of land identified as **Scheme Plot Nos. "A"** and **"B"** measuring about **2 [two] Cottahs 10 [ten] Chittacks 1 [one] Square Feet** more or less, lying and situated at **Mouza - SATGACHI, J. L. No. 20, Re. Sa. 154, Touzi No. 3083**, comprised in C. S. Dag No. 2935 corresponding to **R. S. Dag Nos. 7327 and 7337** corresponding to **L. R. Dag Nos. 7343** [land classified as **BASTU** measuring about **1 (one) Cottah 5 (five) Chittacks 0.5 [zero point five] Square Feet** more or less] and **7353** [land classified as **DANGA** measuring about **1 (one) Cottah 5 (five) Chittacks 0.5 [zero point five] Square Feet** more or less] appertaining to C. S. Khatian No. 701 corresponding to **R. S. Khatian No. 1235** corresponding to **L. R. Khatian No. 520** [in the name of **AMIYA BALA DEVI**], within the local limits of **Ward No. 26** of the **South DumDum Municipality**, being **Municipal Holding No. 28 [old] 69 and 68 [new]**, **Locality/Street: Baguiati Road**, being **Premises No. 32, Baguiati Road**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, Dum Dum, under Police Station - Dum Dum, District North 24-Parganas, **PIN - 700 028, State - West Bengal**, which is butted and bounded as follows:

ON THE NORTH : TWELVE FEET WIDE ROAD;  
ON THE SOUTH : PROPERTY OF SRIMATI PRAMILA PAUL;  
ON THE EAST : BAGUIATI MAIN ROAD;  
ON THE WEST : PROPERTY OF MUKTA GHOSH;

**THE SECOND SCHEDULE ABOVE REFERRED TO  
[DESCRIPTION OF FLAT]**

**ALL THAT** piece and parcel of one self contained separate **Residential Flat** being **No. "\_\_\_"** on the \_\_\_\_\_ **side** of \_\_\_\_\_ **Floor** of a **Six Storied Building** standing on the premises mentioned in the **First Schedule** herein above measuring about \_\_\_\_\_ [\_\_\_\_\_]  
**Square Feet Super Built-up Area** more or less equivalent to \_\_\_\_\_ [\_\_\_\_\_]  
**Square Feet Carpet Area** more or less comprised with \_\_\_\_\_ [\_\_\_\_\_] **Bed Room/s**, **1 [one] Living cum Dinning**, **1 [one] Kitchen**, **1 [one] Bath cum Privy**, \_\_\_\_\_ [\_\_\_\_\_] **W. C.** and \_\_\_\_\_ [\_\_\_\_\_] **Verandah/s**, **Floor Type - Tiles**, **Extra Amenity: Lift Facility**, together with the undivided proportionate share of land in the said Premises along with the common parts and/or general common areas, amenities and facilities in the said building known and identified as **"AMIYA ABASAN"**, situated at **Municipal Holding No. 28 [old] 69 and 68 [new]**, **Locality/Street: Baguiati Road**, being **Premises No. 32, Baguiati Road**, under Police Station - Dum Dum, District North 24-Parganas, **PIN - 700 028, State - West Bengal**;

**THE THIRD SCHEDULE ABOVE REFERRED TO  
[COMMON AREA]**

1. The land on which the Building is located and all easements, rights and appurtenances belongs to the land and the building;
2. The foundation, columns, girders, beams, supports etc.



3. One pump room with motor and pump and distribution pipes;
4. Space for installation of common and individual electric meter;
5. Water pump, water tank, water pipes and other common plumbing installation;
6. Top of the roof, stair, stair case, corridors, lobbies, lift, lift well, lift accessories, landings, entrance and exits in the ground floor of the building;
7. Electrical wiring, motor and fittings;
8. Water and sewerage, evacuation pipes to the drains and sewerage;

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
[EASEMENT AND QUASI EASEMENTS]**

The Purchaser/s shall be entitled to all rights, privileges including the right of vertical and lateral supports easements, quasi easement, 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 and parcel or member thereof or appertaining thereto which are hereinafter specifically specified EXCEPTING AND RESERVING unto the Landowners/Vendors and Developer and other co-owners and occupiers of the building, the rights, easements, quasi easement, privileges and appurtenances hereinafter more particularly set forth in the Fifth schedule hereto.

The right of access in common with the Landowners/Vendors and Developer and other owners and the occupiers of the said building at all times and for all normal purposes connected with the use and enjoyment of the entrance, stairs, landing, corridors, roof and other common parts of the building.

The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said premises and common part with or without vehicles over and along the passages path ways comprised within the said building and the appurtenant land PROVIDED ALWAYS and it is declared that nothing herein contained shall permit the Purchaser/s or any person deserving title under the Purchaser/s and/or his servants, agents and employees, invitees to obstruct in any way by vehicles, deposit of materials, rubbish or otherwise the free passage of the Landowners /Vendors and other co-owners or occupiers properly entitled to such passage or pathways or common parts as aforesaid.

The right of protection of the building and the properties appurtenant thereto by or from all other parts of the said building as they now protect the same and in any manner not to demolish the support at present enjoyed by the said premises and properties appurtenant thereto from the other part or parts of the said building.

The rights of passage in common as aforesaid of electricity, gas, water, telephones and soil pipes from and to the said flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said premises so 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.

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

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
[EXCEPTIONS AND RESERVATION]**

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

1. The right of way in common with the Purchaser/s, the Landowners/ Vendors and Developer and the other co-owners and occupiers entitled as aforesaid for the enjoyment and use of common parts or passages of the said building including its installations, stair case, entrance and other parts or passage and/or for the purpose connected therewith including ingress to and egress from the said building.
2. The rights of passage in common as aforesaid of electricity, gas, water and soil from and to part or parts [other than the said floor and the properties appurtenant thereto] of the said building through pipes, drains, wires, conduits lying or being in under through or over the said premises and the properties appurtenant thereto as far as may be reasonably necessary for the beneficial use an occupation of the other portion or portions of the said building for all lawful purpose whatsoever.
3. The rights of protection of the other portions of the said building from or by all parts of the said premises and the properties appurtenant thereto in any manner not demolish the support at present enjoyed by the other portion or portions of the building from the said floor and the properties appurtenant thereto.

**THE SIXTH SCHEDULE ABOVE REFERRED TO  
[COMMON EXPENSES]**

1. The proportionate expenses of maintaining, repairing, replacing, redecorating etc. of the main structures as well as building and in particular the gutters, rain water pipes of the building, water pipes, sewer line and electric wires in under or upon the building and enjoyed or used by the Purchaser/s in common with the Landowners/Vendors and other occupiers of other flat owners and main entrances, passages, Stair-case, landing of the said premises as enjoyed by the Purchaser/s or used by his in common as aforesaid and the boundary walls of the building and compound etc.

2. The costs of cleaning and lighting the passage, landing and staircase and other parts of the building enjoyed or used by the Purchaser/s in common as aforesaid.
3. The costs of the maintaining and decorating the exterior of the building.
4. The cost and expenses for running operations and maintaining water pump electric motors etc.
5. The cost of the clerks, chowkidars, sweepers, mistry and caretakers etc.
6. The cost of working and maintenance's of other lights and service charges etc.
7. The proportionate rates, taxes and outgoing in respect of the said flat which is otherwise to be borne and paid by the Purchaser/s
8. Maintenance of regular water supplies to the said flat.

**IN WITNESS WHEREOF**, the parties have set and subscribed their respective hands on the day month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the **LANDOWNERS/VENDORS**, the **DEVELOPER** and the **PURCHASER/S** at Kolkata in the presence of:

- 1.

For and on behalf of:  
[1A] Srimati Kakali Chatterjee,  
[1B] Srimati Piyali Paul and [2]  
Srimati Shyamali Mukherjee  
As Constituted Attorney  
SIGNATURE OF LANDOWNERS  
/VENDORS

- 2.

\_\_\_\_\_  
SIGNATURE OF DEVELOPER

Drafted by me and prepared in my Office:

\_\_\_\_\_  
SIGNATURE OF PURCHASER/S

**SUPROTIM SAHA,**  
Advocate, [W.B. 134/1990

Judges' Court at Barasat],  
 MONOLATA, BA/12/2B,  
 Deshbandhu Nagar,  
 Kolkata - 700 059.

**RECEIPT**

Received a sum of Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_  
 \_\_\_\_\_] only from the herein above named Purchaser/s according to  
 memo of consideration stated herein below.

**MEMO OF CONSIDERATION**

Date	Bank	Branch	Cheque No.	Amount [Rs.]
				Total Rs. _____

Rupees

only.

**WITNESSES:**

1.

2.

For and on behalf of:

[1A] SRIMATI MAUSHUMI SEN, [1B]  
 SRI KALLOL KUMAR DAS, [2A]  
 SRIMATI SAMPA DHAR and [2B]  
 SRIMATI SONALI DAS alias SRIMATI  
 SONALI GHOSH

As Constituted Attorney

SIGNATURE OF LANDOWNERS/  
 VENDORS

SREE GOPAL CONSTRUCTION

*Anishen Saha*

Partner

Partner

\_\_\_\_\_  
 SIGNATURE OF DEVELOPER