

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this day of , Two
Thousand and Nineteen (2019) **BETWEEN 1) SRI CHINMOY BANERJEE,**
PAN - ADVPB8312L, Son of Late Indubhusan Banerjee,

by occupation - Advocate, residing at 12/1, Baishnabghata Bye Lane, Post Office - Naktala, Police Station - the then Jadavpur at present Patuli, Kolkata - 700 047, **2) SMT. KRISHNA BANERJEE, PAN - ACZPB8977A** , Wife of Late Gora Chand Banerjee, by Occupation - Retired, residing at P-133, Usha Park, Suvada, Block -C, Flat No.8, Post Office - Garia, Police Station - Banskroni, Kolkata-700084, **3) SRI SOUNAK BANERJEE, PAN- AMSPB0226B**, Son of Late Gora Chand Banerjee, by Occupation - Service, residing at P- 133, Usha Park, Suvada Apartment, Block -C, Flat No. 8, Post Office - Garia, Police Station - Banskroni, Kolkata - 700084, **4) SMT. POULAMI BANERJEE, PAN- AQPPB0840G**, Wife of Mr. Uddipta Seal, Daughter of Late Gora Chand Banerjee , by Occupation- Housewife, residing at P-133, Usha Park, Suvada Apartment, Block -C, Flat No. 8, Post Office - Garia, Police Station - Banskroni, Kolkata- 700084, **5) SMT. REKHA BANERJEE, PAN - AEEPB8761P** , Wife of Sri Chinmoy Banerjee, by Occupation - House Wife, residing at 12/1, Baishnabghata Bye Lane, Post Office - Naktala, Police Station - the then Jadavpur at present Patuli, Kolkata - 700047, **6) SRI BIJAY KUMAR BHARTIA, PAN - AEAPB6491G** Son of Shrawan Kumar Bhartia, by occupation - Business, residing at 99, Sitaram Ghosh Street, Post Office and Police Station -Amherst Street, Kolkata - 700 009 and **7) SRI BALARAM PANJA, PAN - AFKPP4009D** , Son of Late Kanta Charan Panja, by occupation - Business, residing at 100/2, Rabindra Sarani, Post Office - Bhattanagar, Police Station - Liluah, District - Howrah, Pin - 711 204, all by faith - Hindu, all by Citizen -Indian, hereinafter referred to as the **OWNERS/VENDORS** (which term or expression unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and assigns) the Owners/Vendors No. 1,2,3,4 and 5 hereinabove being represented herein by their constituted Attorney **1) SRI BIJAY KUMAR BHARTIA, PAN - AEAPB6491G**, Son of Sri Shrawan Kumar Bhartia, by occupation - Business, residing at 99, Sitaram Ghosh

Street, Post Office and Police Station – Amherst Street, Kolkata – 700 009 and **2) SRI BALARAM PANJA, PAN – AFKPP4009D**, Son of Late Kanta Charan Panja, by Nationality- Indian, by occupation – Business, residing at 100/2, Rabindra Sarani, Liluah, Post Office – Bhattanagar, Police Station - Liluah, District - Howrah, Pin – 711 204, vide Power of Attorney dated 20th day of July, 2018 registered with the Office of the Additional District Sub-Registrar, Alipore ,South 24 Parganas and recorded in Book No. I, Volume No. 1605-2018, Pages from 154555 to 154600, Being No.160504826 for the year 2018 of the **FIRST PART**.

AND

1) MR. UTPAL KUMAR ROY, PAN: ABWPR1635H, Son of Sri Nripendra Chandra Roy, by Occupation- Service, **2) MRS. SAMPA ROY, PAN: BILPR3873A**, Wife of Mr. Utpal Kumar Roy, by Occupation- Housewife, both by faith- Hindu, both by Citizen- Indian, both residing at Flat No. 05, 9, K.B. Bose Lane, Post Office- Tollygunge, Police Station- Charu Market, Kolkata- 700033, hereinafter referred to as the **PURCHASERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

M/S PRANSHU CONSTRUCTION, PAN – AAIFP5716G, a Partnership Firm, constituted under the Indian Partnership Act, 1932 having its Office at 99 Sitaram Ghosh Street, Post Office and Police Station – Amherst Street, Kolkata, represented by its partners **(1) SRI BALARAM PANJA, PAN – AFKPP4009D**, Son of Late Kanta Charan Panja, by occupation – Business, by faith – Hindu, by citizen – Indian, residing at 100/2, Rabindra Sarani, Liluah, Post Office – Bhattanagar, Police Station - Liluah, District - Howrah, Pin – 711 204 **(2) SRI BIJAY KUMAR BHARTIA, PAN AEAPB6491G**,

Son of Sri Shrawan Kumar Bhartia, by occupation – Business, by faith – Hindu, by citizen – Indian, residing at 99 Sitaram Ghosh Street, Post Office and Police Station – Amherst Street, Kolkata-700009, hereinafter referred to as **DEVELOPER/CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context shall be deemed and mean to include each of their heirs, legal representatives, administrators, successors-in-interest and assigns) of the **THIRD PART**.

WHEREAS ALL THAT piece and parcel of land containing an area of 7 (Seven) Cottahs more or less as per physical measurement along with other properties recorded in Mouza – Baishnabghata, Dag No.134, Premises no. 36C/1A, Baishnabghata Road, Police Station – Jadavpur, Kolkata – 700047 was originally belonged to Sisir Kumar Chattopadhaya, Satish Chandra Chattopadhaya and Sitala Kanta Chattopadhaya who got the said property by virtue of inheritance and had partitioned their said property by virtue of a Registered Deed of Partition executed on 12th Chaitra, 1341.

AND WHEREAS by virtue of the said Deed of Partition the said Sisir Kumar Chattopadhaya, Satish Chandra Chattopadhaya and Sitala Kanata Chattopadhaya was allotted comprising with an area of .85 Satak each equivalent to 2 (Two) Bighas 11 (Elven) Cottahs and 8 (Eight) Chittacks with structure and building standing thereon out of the total area of land measuring 2.55 Satak.

AND WHEREAS by two separate Deed of Sale executed on 11th Bhadra, 1342, the said Satish Chandra Chattopadhaya sold transferred and conveyed his demarcated allotted share comprising with an area of 32 Satak and 53 Satak respectively in favour of one Seikh Mannur and delivered possession thereon.

AND WHEREAS by another Deed of Sale dated 14th Magh, 1344, the said Seikh Mannur sold transferred and conveyed all that piece and parcel of aforesaid land comprising with an area of 53 Stak to Sisir Kumar Chattopadhaya at and for the valuable consideration as mentioned in the said Deed of Sale.

AND WHEREAS by a Deed of Sale in Bengali Vernacular bearing the date of 25th May, 1943 corresponding to 11th Jaistha, 1350, the said Sisir Kumar Chattopadhaya sold transferred and conveyed the schedule mentioned property along with other property to Smt. Susama Ghosh, Wife of Sri Brajokanta Ghosh in Benami of her father Rajendra Bhusan Baksi. The said Deed of Sale was registered in the office of the Sadar Joint Sub Registrar at Alipore and recorded in Book No.I, Volume No.12 Pages 200 to 208 being No.721 for the year 1943 and delivered possession thereof.

AND WHEREAS by a Deed of release (Na Dabi Patra) which was registered in the office of the Sadar Joint Sub Registrar at Alipore and recorded in Book No.I, Volume No.47, Pages 132 to 134 being No.2453 for the year 1946, the said Smt. Susama Ghosh released, waived and relinquished her entire right title and interest in respect of all the properties including Schedule mentioned properties which was acquired by her in Benami of her father by virtue of Deed of Sale dated 25.05.1943 as mentioned herein above in favour of her father Rajendra Bhusan Baksi.

AND WHEREAS the said Rajendra Bhusan Baksi was seized and possessed of and sufficiently entitled to as absolute owner of the schedule mentioned property free from all encumbrances comprising with **ALL THAT** piece and parcel of land situated at Mouza – Baishanbghata, under Dag No.134, corresponding to Khatian No.189, Touzi No.151, premises No.36C/1A, Baishanbghata Road, Police Station - the then Jadavpur at present

Patuli, District – 24 Parganas South, Kolkata – 700047 along with other property free from all encumbrances.

AND WHEREAS the said Rajendra Bhusan Baksi made and published his last Will on 26th day of February, 1965 whereunder bequeathed inter alia his schedule A mentioned property of the said will in favour of his son Sailendra Bhusan Baksi.

AND WHEREAS the said Rajendra Bhusan Baksi died on 29th July, 1965 and after his death the said Will was probated and duly granted in favour of his son Sailendra Bhusan Bakshi as the sole executor of the said Will by virtue of an order dated 25th day of December, 1966 passed by the Hon'ble High Court at Calcutta in its Testamentary and Intestate jurisdiction in Probate Case No.107 of 1966.

AND WHEREAS by virtue of the said probated Will granted by Hon'ble High Court at Calcutta the said Sailendra Bhusan Baksi has become the sole and absolute owner of the schedule mentioned properties along with other property and got mutated his name in the Assessment Registrar of the Kolkata Municipal Corporation in respect of the Schedule mentioned property being Premises 36C/1A, Baishanhghata Road, and the Kolkata Municipal Corporation duly granted mutation in favour of Sailendra Bhusan Baksi in respect of the schedule mentioned property vide Assessee No.211000300954 and also got Clearance Certificate from the office of the competent authority under the Urban land (Ceiling and Regulation) Act, 1976 Sadar Alipore vide Case No. URL(S) 1094/76 and has been exercising his right interest and marketable title free from all encumbrances in respect of the scheduled mentioned property.

AND WHEREAS said Sailenda Bhusan Baksi the abovenamed Vendor is seized and possessed of and sufficiently entitled to as absolute owner of the properties comprising with

ALL THAT piece and parcel of bastu land admeasuring an area of 7 Cottahs as per physical measurement be the same moiré or less comprising in Mouza – Baishanbghata under Dag No. 134 corresponding to Khatian No.189, Touzi No.151 premises No. 36C/1A, Baishanbghata Road, Police Station - the then Jadavpur at present Patuli, Kolkata – 700047, Ward No.100 within the limit of Kolkata Municipal Corporation District – 24 Parganas (S)

AND WHEREAS by two separate Deed of Sale both dated 14th day of March, 2011 which were registered in the office of the District Sub-Registrar –I, Alipore, South 24 Paraganas and recorded in Book No.I, C.D. Volume No.4, Pages from 3964 to 3984 being No.00862 for the year 2011 and in Book No.I, C.D. Volume No.4, Pages from 3943 to 3963, being No.00861 for the year 2011 respectively the said Sailendra Bhusan Bakshi represented therein by his Constituted Attorney Sri Chandan Bakshi and Smt. Kajal Bakshi sold transferred and conveyed the said property free from all encumbrances comprising with an area 3 (Three) Cottahs 8 (Eight) Chittacks as per physical measurement in each Deed of Sale total sold out area of land 7 (Seven) Cottahs as per physical measurement more fully described in the Schedule A therein in two Deed of Sale each to 1) Bijoy Kumar Bhartia, Son of Sri Shrawan Kumar Bhartia and 2) Sri Balaram Panja Son of Late Kanta Charan Panja and delivered possession thereof.

AND WHEREAS the said Bijay Kumar Bhartia and Balaram Panja duly mutated their name in the Assessment Registrar of the Kolkata Municipal Corporation in respect of the said property purchased by them and the Kolkata Municipal Corporation granted mutation in favour of said Bijay Kumar Bhartia and Balaram Panja vide Assessee No. 211000300954 in respect of the said premises being No. 36C/1A, Baishnabghata Road, Ward No.100 within the limit of Kolkata Municipal Corporation as fully described in the Schedule 'A' therein.

AND WHEREAS ALL THAT piece and Parcel of Bastu land admeasuring 16 Cottahs more or less with structures thereon recorded in C.S. Plot No. 139 appertaining to C.S. Khatian No.354 in Mouza Baishnab Ghata, R.S. No.11, Touzi No.151, under Police Station - the then Jadavpur at present Patuli District 24 Parganas (S) being Municipal Premises No.10, 11, 12, 12/3 of Baishnabghata Bye Lane, Kolkata – 700047 was originally belonged to one Bhagaban Chandra Banerjee who had four sons 1) Kaliprosanna Banerjee 2) Taraprasanna Banerjee 3) Suriyya Kumar Banerjee and Sarada Prasanna Banerjee.

AND WHEREAS Kaliprosanna Banerjee died leaving behind him two sons 1) Satya Banerjee and 2) Santanu Banerjee.

AND WHEREAS Taraprosanna Banerjee died intestate leaving behind his four sons 1) Bibhutibhusan Banerjee 2) Sashibhusan Banerjee 3) Indu Bhusan Banerjee and 4) Nishibhusan Banerjee. The said Sashibhusan Banerjee sold his share to Indubhusan Banerjee.

AND WHEREAS said Suriya Kuamr Banerjee died intestate leaving behind his two sons 1) Amarendranath Banerjee 2) Jnanda Banerjee. The said Jnanda Banerjee sold his share to Amarendranath Banerjee. By virtue of the said transfer the said Amarendranath Banerjee had $\frac{1}{4}$ th share of the said property.

AND WHEREAS Saradaprosanna Banerjee left behind his only son Haricharan Banerjee who got $\frac{1}{4}$ th share of the said property.

AND WHEREAS the said Bhibhutibhusan Banerjee died intestate leaving behind him his wife Smt. Kiran Bala Banerjee, four sons, 1) Ramendra Nath Banerjee 2) Harendra Nath Banerjee 3) Brojendra Nath Banerjee and Barendra Nath Banerjee and three daughters, namely Bina Banerjee, Juthika Banerjee and Arati Banerjee.

AND WHEREAS the said 1) Haricharan Banerjee, Son of Late Sarada Prosanna Banerjee as Plaintiff No.1 (2) Santanu Banerjee, Son of Late Kaliprosanna Banerjee as Plaintiff No.2 and (3) Nishibhusan Banerjee (4) Indu Bhusan Banerjee both sons of Late Taraprosanna Banerjee as plaintiff No.3 and 4 had instituted a Partition suit being Title Suit No.128 of 1968 before the Learned 3rd Court of Subordinate Judge at Alipore against 1) Pashupati Alais Ramendranath Banerjee (2) Harendranath Banerjee (3) Brajendranath Banerjee (4) Barendranath Banerjee all sons of Late Bibhutibhuson Banerjee and Smt. Kiranbala Banerjee wife of Late Bibhutibhuson Banerjee as defendant No. 1, 2, 3, 4 and 5 respectively and Sri Satyacharan Banerjee, Son of Late Kali Prosonna Banerjee and (7) Sri Amerandranath Banerjee, Son of Late Suriya Kumar Banerjee as defendant No. 6 and 7 respectively in respect of the said property comprising an area of 16 Cottahs more or less Bastu land with structures thereon recorded in C.S. Dag No.139 under C.S. Khatian No.354 of Mouza Baishnabghata, Police Station Purba Jadavpur, District – 24 Parganas (S) bearing Municipal Holding No.10, 11, 12, 12/3 Baishnabghata Bye Lane, Kolkata – 700047.

AND WHEREAS as virtue of a final decree dated May 09, 1972 passed by Mr. B.P. Bose, Learned Sub Judge, 6th Court, In-charge, the said Ramendra Nath Banerjee, Sri Harendra Nath Banerjee, Sri Brajendra Nath Banerjee and Sri Barendra Nath Banerjee, all sons of Late Bibhuti Bhusan Banerjee and Smt. Kiran Bala Banerjee, wife of Late Bibhuti Bhusan Banerjee, the defendant No.1, 2, 3, 4 and 5 of the said suit got free from all encumbrances **ALL THAT** piece and parcel of bastu land admeasuring an area of 850 Sq.ft. comprising in C.S. Plot No.139 appertaining to C.S. Khatian No.354 in Mouza Baishnab Ghata, R.S. No.11 Touzi No. 151 Municipal Premises No. 12, Baishnabghata Bye Lane, Police Station – Jadavpore, District – 24 Parganas (S).

AND WHEREAS the said Harendranath Banerjee died intestate leaving behind him his three sons namely Sri Mukul Banerjee, Sri Tapas Banerjee and Sri Ashish Banerjee and two daughters namely Smt. Sipra Biswas and Smt. Mamata Singha. The wife of Harendranath Banerjee was pre-deceased to him.

AND WHEREAS the said Ramendranath Banerjee died intestate in the year 1998 leaving behind his wife namely Gouri Banerjee and two sons namely 1) Paltu Banerjee and 2) Bijon Banerjee and one daughter namely Hena Dey, Wife of Late Asit Baran Dey as his legal heirs and successors in respect to the estate left by him who are jointly inherited 1/6th share equivalent to 142 Sq.ft. in respect of the said property left by Ramendranath Banerjee.

AND WHEREAS the said Bijon Banerjee and Hena Dey the Vendors No.10 and 11 hereinabove being the legal heirs of the said Ramendranath Banerjee since deceased, are jointly sell transfer and convey their entire share of the said property comprising with the undivided share of land ad-measuring an area of 71 Sq.ft. with this presents.

AND WHEREAS the said Brojendranath Banerjee died intestate in the year 1999 as a bachelor.

AND WHEREAS the said Kiran Bala Banerjee wife of Late Bibhutibhusan Banerjee died intestate leaving behind her aforesaid legal heirs and successors belonged to Bibhutibhusan Banerjee.

AND WHEREAS by a Deed of Sale dated 19th day of June, 2008 the said 1) Sri Barendra Nath Banerjee 2) Smt. Bina Paul 3) Smt. Bithika Roy 4) Smt. Arati Panja, 5) Sri Mukul Banerjee 6) Tapas Banerjee 7) Sri Ashish Banerjee 8) Smt. Sipra Biswas 9) Smt. Mamata Singha, 10) Sri Bijon Banerjee 11) Hena Dey sold transferred and conveyed free

from all encumbrances to 1) Bijay Kumar Bhartia Son of Shrawan Kumar Bhartia and 2) Sri Balaram Panja, Son of Late Kanta Chandra Panja at and for the consideration as mentioned in the said Deed of Sale **ALL THAT** piece and parcel of bastu land admeasuring an area of 779 Sq.ft. be the same more or less out of the total area of land measuring 850 Sq. ft. be the same more or less comprising in C.S. Plot No.139 appertaining to C.S. Khatian No.354 in Mouza – Baishnab Ghata, R.S. No.11, Touzi No.151 Municipal Premises No.12, Baishnabghata Bye Lane, Police Station – Jadavpore, Ward No.100 within the limit of Kolkata Municipal Corporation, District 24 Parganas (S). The said Deed of Sale was registered in the office of the District Sub-Registrar-I, Alipore South 24 Paraganas and recorded in Book No.I, Volume No.18, Pages from 188 to 213 being No.01833 for the year 2008.

AND WHEREAS by another Deed of Sale dated 24th June, 2008 the abovenamed Gouri Banerjee, Wife of Late Ramendra Nath Banerjee and Paltu Banerjee, Son of Late Ramendra Nath Banerjee sold transferred and conveyed free from all encumbrances to 1) Bijay Kumar Bhartia, Son of Shrawan Kumar Bhartia and 2) Sri Balaram Panja, Son of Late Kanta Chandra Panja at and for the consideration as mentioned in the said Deed of Sale **ALL THAT** piece and parcel of bastu land admeasuring an area of 71 Sq.ft. be the same more or less out of the total area of land measuring 850 Sq.ft. be the same more or less comprising in C.S. Plot No.139 appertaining to C.S. Khatian No.354 in Mouza – Baishnab Ghata, R.S. No.11, Touzi No.151, Municipal Premises No.12, Baishnabghata Bye Lane, Police Station Jadavpur, Ward No.100 within the limit of Kolkata Municipal Corporation, District – 24 Parganas (S) more fully described in the schedule therein referred to as the Said Property. The said Deed of Sale was registered in the office of the District Sub-Registrar –I, Alipore South 24 Paraganas and recorded in Book No.I, Volume No.121, Pages from 96 to 115 being No.01871 for the year 2008.

AND WHEREAS the said Bijay Kumar Bhartia and Balaram Panja duly mutated their name in the Assessment Registrar of the Kolkata Municipal Corporation in respect of the said property vide Assessee No.211000100540 and the Kolkata Municipal Corporation granted mutation in favour of said Bijay Kumar Bhartia and Balaram Panja in respect of the said premises being No. 12, Baishnabghata bye Lane, Ward No. 100 within the limit of Kolkata Municipal Corporation. The aforesaid total area of land measuring 850 Sq.ft. more fully described in the Schedule 'A-I' below therein and thereafter referred to as the Said Property.

AND WHEREAS One Sitala Kanta Chatterjee, Sishir Kumar Chatterjee and Satish Chandra Chatterjee were the Owners-in-Possession of **ALL THAT** piece and parcel of land measuring about 4 Cottahs, 7 Chittacks be the same more or less comprising in Mouza Baishnabghata, Khatian No.189 corresponding to Dag No.134 under Kolkata Municipal Corporation holding No. 36C Baishnabghata Bye Lane, Police Station previously Tollygunge, thereafter Jadavpur at present Patuli, J.L. No.28, pargana Khaspur, Sub Registry Office, Alipore in the District of 24 Parganas who had partitioned their property amicably between themselves by executing Deed of Partition in the year 1935 registered with the Alipore Sub Registrar Office and recorded in Book No.I, Volume No. 14 Pages from 162, being No.611 for the year 1935.

AND WHEREAS by virtue of the said Deed of Partition Sitala Kanta Chatterjee, the third part of the said Deed of Partition was allotted **ALL THAT** piece and parcel of land comprising in premises No. 36C, Baishnabghata Road which was described in Schedule 'B' of the said Deed of Partition and had been enjoying the said property free from all encumbrances.

AND WHEREAS the said Sitala Chandra Chatterjee died intestate leaving behind his son Santipada Chatterjee and Banamali Chatterjee as his legal heirs and successors in respect of the property left by him.

AND WHEREAS while the said Banamali Chatterjee and Santipada Chatterjee had been enjoying the said property free from all encumbrances, the said Banamali Chatterjee died intestate on 7.6.1985 leaving behind her wife Smt. Mamata Chatterjee and two daughters Smt. Manisha Chatterjee and Rupa Chatterjee as his legal heirs and successors in respect of his undivided 50% shares of the property left by him.

AND WHEREAS the said Santipada Chatterjee, Smt. Mamata Chatterjee, Smt. Monisha Chatterjee and Smt. Rupa Chatterjee while seized and possessed of and sufficiently entitled to as joint owner of the said property they by a Deed of Sale in Bengali vernacular bearing the date of 9th August, 1985, corresponding to 22nd Shraavan 1392 sold transferred and conveyed a portion of the said property containing an area of 2 Cottahs 3 Chittacks and 22 and ½ Sq.ft. as per physical measurement out of the total area of land of 4 Cottahs and 7 Chittacks with all easement right attached thereto free from all encumbrances to Smt. Krishna Banerjee, Wife of Sri Gorachand Banerjee at and for the valuation as mentioned in the said Deed of Sale. The said Deed of Sale was registered in the office of the sub-Registrar office at Alipore, District 24 Parganas (S) and recorded in Book No.I, Being No.6878 for the year 1985.

AND WHEREAS the said Smt. Krishna Banerjee duly mutated her name in the Assessment Registrar of the Kolkata Municipal Corporation in respect of the aforesaid property purchased by her and the Kolkata Municipal Corporation granted mutation in favour of said Krishna Banerjee vide Assessee No. 211000301430 in respect of the said premises

being No. 36C, Baishnabghata Road, Ward No. 100 within the limit of Kolkata Municipal Corporation as fully described in the Schedule 'B' therein.

AND WHEREAS by another Deed of Sale in Bengali Vernacular bearing the date of 9th August, 1985 corresponding to 24th Shravan 1392 the said Santipada Chatterjee, Smt. Mamata Chatterjee, Smt. Manisha Chatterjee and Smt. Rupa Chatterjee Sold, transferred and conveyed **ALL THAT** piece and parcel of land containing an area of 2 Cottahs 3 Chittacks and 22 and ½ Sq.ft. as per physical measurement out of the total land are aof 4 Cottahs and 7 Chittacks comprising with premises no. 36C, Baishnabghata Road within the limit of Kolkata Municipal Corporation in favour of Smt. Rekha Banerjee, Wife of Sri Chinmoyee Banerjee. The said Deed of Sale was registered in the office of the Sub Registrar, Alipore, District South 24 Parganas and recorded in Book No.I, Volume No.119 Pages 108 to 117 being No.6877 for the year 1985.

AND WHEREAS the said Smt. Rekha Banerjee duly mutated her name in the Assessment Registrar of the Kolkata Municipal Corporation in respect of the aforesaid property purchased by her and the Kolkata Municipal Corporation granted mutation in favour of said Rekha Banerjee vide Assessee No. 211000307341 in respect of the said premises and the property of Smt. Rekha Banerjee has been renumbered as 36C/1, Baishnabghata Road, Ward No. 100 within the limit of Kolkata Municipal Corporation as fully described in the Schedule 'C' therein.

AND WHEREAS by virtue of the partition decree dated 9th May, 1972 passed by Sri B P Bose, Ld. Sub-Judge, 5th Court in Charge in partition Suit no. 128 of 1968, Indu Bhusan Banerjee, Son of Late Tara Prasanna Banerjee was allotted **ALL THAT** demarcated partition of plot no.7 as described in the schedule D-I of the said partition decree comprising with **ALL THAT** piece and parcel of land containing an area of 1086 Sq.ft. with structure made

on roof and tiles standing thereto and duly mutated his name in respect of his said property with the Calcutta now Kolkata Municipal Corporation and the Kolkata Municipal Corporation granted mutation certificate to the said Indu Bhusan Banerjee in respect of the premises no.12 Baishnabghata Bye Lane, Police Station – the then Jadavpore at present Patuli, Kolkata – 700047.

AND WHEREAS by a Deed of Gift in Bengali Vernacular bearing the date of 20th June, 1986 corresponding to 5th Assar 1393 the said Indu Bhusan Banerjee Gifted transferred and conveyed the said property comprising with Municipal Premises No.12, Baishnabghata Bye Lane containing an area of 1086 Sq.ft. equivalent to 1 Cottahs, 8 Chittacks and 6 Sq.ft. more or less to Sri Gora Chand Banerjee and Sri Chinmoy Banerjee at and for the consideration as mentioned in the said Deed of Gift. The said Deed of Gift was registered in the office of the District Sub Registrar, Alipore at South 24 Parganas and recorded in Book No.1, being No.11738 for the year 1986.

AND WHEREAS the said Gorachand Banerjee and Chinmoy Banerjee duly mutated their name in the Assessment Registrar of the Kolkata Municipal Corporation in respect of the property purchased by them containing an area of 1 (One) Cottah 8(Eight) Chittacks and 6 (Six) Sq.ft. as per physical measurement and the Kolkata Municipal Corporation granted mutation in favour of said Gorachand Banerjee and Chinmoy Banerjee and the said property of Gorachand Banerjee and Chinmoy Banerjee has been re-numbered as 12/4, Baishnabghata Bye Lane, vide Assessee No. 211000105513 as fully described in the Schedule 'D-I' therein.

AND WHEREAS by virtue of the said partition decree Nishibhusan Banerjee was allotted **ALL THAT** demarcated portion comprising with **ALL THAT** piece and parcel of land measuring about 1 Cottah 8 Chittacks (as per Physical Verification) be the same more

or less who while had been enjoying the said property free from all encumbrances, he by a Deed of Sale dated 29.1.1974 registered with the Alipore Sub Registrar office and recorded in Book No.I, Volume No.27 Pages 37 to 41 Deed No.453 for the year 1974 sold transferred and conveyed the property to one Smt. Manu Banerjee who duly mutated her name in the Calcutta Municipal Corporation in respect of her purchased property and had been enjoying the same free from all encumbrances with all right to transfer in the mode of sale gift etc.

AND WHEREAS by a Deed of Sale dated 23rd February, 1979 the said Manu Banerjee sold transferred and conveyed the said property to Smt. Aruna Sarkar, wife of Sri Rabin Sarkar at and for the consideration as mentioned in the said Deed of Sale. The said Deed of Sale was registered in the office of the District Sub Registrar Office South 24 Parganas at Alipore and recorded in Book No.I, Volume No.15, Pages 177 to 184, for the year 1971.

AND WHEREAS the said Aruna Sarkar duly mutated her name in the office of the Kolkata Municipal Corporation and had been enjoying the said property free from all encumbrances by paying taxes to the Corporation in her own name.

AND WHEREAS by a Deed of Sale in Bengali vernacular bearing the date of 11th August, 1992 corresponding to 26th Shraavan, 1399 the said Aruna Sarkar sold transferred and conveyed the said property containing an area of land measuring 1 Cottah and 8 Chittacks as per physical verification more or less being premises no.12/2, Baishnabghata Bye Lane in favour of Sri Gora Chand Banerjee and Sri Chinmoy Banerjee at and for the consideration as mentioned in the said Deed of Sale. The said Deed of Sale was registered in the office of the District Sub Registrar, Alipore South 24 Parganas and recorded in Book No. I, being No.13407 for the year 1992.

AND WHEREAS the said Gorachand Banerjee and Chinmoy Banerjee duly mutated their name in the Assessment Registrar of the Kolkata Municipal Corporation in respect of the property purchased by them containing an area of 1 (One) Cottah 8 (Eight) Chittacks as per physical measurement and the Kolkata Municipal Corporation granted mutation in favour of said Gorachand Banerjee and Chinmoy Banerjee and the said property of Gorachand Banerjee and Chinmoy Banerjee has been re-numbered as 12/2, Baishnabghata Bye Lane, vide Assessee No. 211000100564 as fully described in the Schedule 'D-II' therein.

AND WHEREAS by a Deed of Amalgamation dated 10th day of July, 2012 the present Owners herein duly amalgamated their respective properties and became the joint owners of the amalgamated property being **ALL THAT** piece and parcel of Bastu land altogether measuring 15 (Fifteen) Cottahs 10 (Ten) Chittacks 1 (One) Sq.ft. be the same a little more or less with 600 (Six hundred) Sq.ft. R.T.S. situated at C.S. Plot No.139, 134 appertaining to C.S. Khatian No.354, 189 in Mouza Baishnab Ghata, R.S. No.11, Touzi No.151, Kolkata Municipal Corporation Premises No.12, Baishnabghata bye lane (being the consolidated and amalgamated Premises Nos. 36C/1A Baishnabghata Road, 12 Baishnabghata Bye Lane, 36C Baishnabghata Road, 36C/1 Baishnabghata Road, 12/4 Baishnabghata Bye Lane and 12/2 Baishnabghata Bye Lane), Police Station the then Jadavpore at present Patuli, Ward No.100 within the limit of Kolkata Municipal Corporation, District 24 Parganas (S) with all easement rights including right to use common passage and the said Deed of Amalgamation was registered in the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and was recorded in Book No. 1, Volume No. 25, Pages from 3467 to 3499, Being No. 05777 for the year 2012.

AND WHEREAS the Vendors herein are seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land altogether measuring

15 (Fifteen) Cottahs 10 (Ten) Chittacks 1 (One) Sq.ft. be the same a little more or less with 600 (Six hundred) Sq.ft. R.T.S. comprising in Kolkata Municipal Corporation situated at Kolkata Municipal Corporation Premises No.12, Baishnabghata bye lane (after amalgamation), Police Station- Jadavpore at present Patuli, District 24 Parganas (S) and have been in absolute peaceful and uninterrupted possession of the said property more fully described in the First Schedule below and hereinafter referred to as the said property.

AND WHEREAS the Owners/Vendors herein duly mutated their name with the Kolkata Municipal Corporation in respect of the said premises being amalgamated Premises No.12, Baishnabghata bye lane at Mouza – Baishnabghata, Touzi No.- 151, within the limit of Kolkata Municipal Corporation, Police Station- the then Jadavpore at present Patuli, District-24 Parganas (South), and is in khas possession free from all encumbrances by paying tax to the Municipality in their own name.

AND WHEREAS the Owners/Vendors herein with a view to make construction of multistoried building for better utilisation of the property mentioned in the First Schedule below approached the above Developer for making construction of the proposed building in consideration as mutually agreed and settled between themselves in exchange of the said Property.

AND WHEREAS the Developer considering the bonafide approach of the Vendors, accepted the proposal and for maintaining good relation between the parties and for avoiding any dispute had entered into an agreement on 12th day of April, 2013 registered in the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and was recorded in Book No. I, C.D. Volume No. 12, Pages from 3632 to 3684, Being No. 02962 for the year 2013 with the said Owners/Vendors in respect of the Premises No.12, Baishnabghata bye lane, Police Station- the then Jadavpore at present Patuli, Ward No.100

within the limit of Kolkata Municipal Corporation, District- -24 Parganas (South), for making construction of one multistoried Building for better utilisation of the property mentioned in the First Schedule below according to the building Plan sanctioned by the Kolkata Municipal Corporation against the consideration mentioned therein in exchange of the said property and the said agreement shall hereinafter be referred to the said Development Agreement under the terms and conditions as mentioned therein.

AND WHEREAS the said Vendors duly executed a registered Power of Attorney on 12th day of April, 2013 registered with the Office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. I, C.D. Volume No.12, pages from 3685 to 3702 being No.02963 for the year 2013 in favour of the abovenamed partners (1) Sri Balaram Panja and (2) Sri Bijay Kumar Bhartia, empowering them to do all acts, deeds and things in relation to causing development of the said land and for causing construction of a high rise building thereon and to sell such constructed spaces of the said building in favour of intending buyer or buyers and to receive consideration money therefore and to do all acts, deeds and things related thereto for and on behalf of them.

AND WHEREAS by a Deed of Gift made on 18th June, 2013 the Vendors gifted, transferred and conveyed a strip of land measuring about 45.109 Sq. Mtr. of the said premises in favour of Kolkata Municipal Corporation. The said Deed of Gift was registered in the office of the Additional District Sub-Registrar Alipore South 24 Parganas and recorded in Book No.I, CD Volume No. 20, Page from 2883 to 2896, being No.04882 for the year 2013.

AND WHEREAS by another Deed of Gift made on 18th June, 2013 the Vendors gifted, transferred and conveyed a strip of land measuring about 2.88 Sq. Mtr. of the said premises in favour of Kolkata Municipal Corporation. The said Deed of Gift was registered in the office of the Additional District Sub-Registrar Alipore South 24 Parganas and recorded in Book No.I, CD Volume No. 20, Page from 3148 to 3161, being No.04884 for the year 2013.

AND WHEREAS the Vendors at the cost and expenses and through the Developer submitted a Building Plan for construction of masonry building to the Kolkata Municipal Corporation and the said Building Plan was duly sanctioned by the Kolkata Municipal Corporation Vide No. 2013100222 dated 13.12.2013.

AND WHEREAS the said Gora Chand Banerjee died intestate on 18/04/2018 leaving behind him his wife Krishna Banerjee, one son Sounak Banerjee and one daughter Poulami Banerjee in respect of the property left by him and the said Legal heirs have become the Joint Owner of the Property.

AND WHEREAS in view of the above it is required to enter and execute a Supplementary Development Agreement cum Power of Attorney dated 20th day of July, 2018 between the existing owners in respect of the First schedule mentioned properties by incorporating the name of Krishna Banerjee (already is in record), Sounak Banerjee and Poulami Banerjee as the Owners in place of Gora Chand Banerjee, the deceased abovenamed keeping therein the said terms and conditions in toto to the Principal Development Agreement dated 12th day of April, 2013.

AND WHEREAS upon consequence of the death of Gora Chand Banerjee, the earlier registered Power of Attorney dated 12th day of April, 2013 would have no force and hence the Present Owners as Executants hereby execute a fresh Power of Attorney in favour of said M/S Pranshu Construction to avoid any irregularities and/or discrepancies as may cause to the death of Gora Chand Banerjee. The said Supplementary Development Agreement cum Power of Attorney was registered in the Office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and was recorded in Book No. I, Volume No. 1605-2018, Pages from 154555 to 154600, Being No.160504826 for the year 2018.

AND WHEREAS as per the provisions made in the said agreement and Power of Attorney the Developer hereto have been, inter-alia, empowered to book various units and/or spaces comprising the said proposed building, to enter into agreement for sale and to receive money towards consideration for sale of such spaces and/or from the perspective buyer/buyers thereof and to transfer or sell such constructed spaces of the said building in favour of intending buyer or buyers and to receive consideration money from them on behalf of Owners/Vendors.

AND WHEREAS the Vendors as well as the Developer/Confirming party have decided to sell one complete self-contained residential flat, being No. _____, measuring

carpet area _____ Square Feet be the same a little more or less on the _____ Floor at Block- ___ **AND** one Car Parking space on the Ground Floor, measuring an area _____ Square Feet be the same a little more or less at the same Block of Premises No.12, Baishnabghata bye lane, Police Station- Jadavpore (Old) Patuli (New) , Ward No. 100 within the limit of Kolkata Municipal Corporation, District 24 Parganas (South), particulars of which mentioned in the Second Schedule and Third Schedule below, together with proportionate undivided impartible share of the land underneath of building of the First Schedule and also all rights of common area and common facilities as provided in the Building as well as right of ingress and egress through and over the common passage with some terms and conditions, reserving the right of the Vendors, subject to right of further construction on the existing roof of the building, provided that the Purchasers will have to pay the proportionate maintenance charges for the said flat of _____ Floor and Car Parking Space on the Ground Floor in the said building of First Schedule.

AND WHEREAS the Purchasers herein after coming to know the intention of the Vendors as well as the Developer/Confirming party regarding sale of Flat No. _____ of Second Floor of Second Schedule Flat have inspected all relevant deeds, documents, papers, rent receipts, tax receipts, sanctioned Plan, permit for construction, issued by Kolkata Municipal Corporation and also being satisfied with the nature and construction of the building in First Schedule and also considering the common facilities and enjoyment as well as the existing passage for ingress and egress made approach to the Vendors to sell the said flat and Car Parking Space in Second and Third Schedule.

AND WHEREAS the Vendors as well as the Developer/Confirming party considering the bonafide approach of the Purchasers, have agreed to sell to the Purchasers, one complete residential flat, being No. _____ measuring carpet area _____ Square Feet be the same a little more or less on the Second Floor at Block- _____ **AND** one Car Parking

space on the Ground Floor, measuring an area _____ Square Feet be the same a little more or less at the same Block of Premises No.12, Baishnabghata bye lane, Police Station- Jadavpore (Old) Patuli (New), Ward No. 100 within the limit of Kolkata Municipal Corporation, District 24 Parganas (South) of the building in First Schedule and thus shown in the Plan annexed herewith and bordered '**RED**' for the Flat and Car Parking Space therein the Plans do form the part of this Deed and hereinafter called the said flat and Car Parking Space together with common area of the building, standing on First Schedule and all common rights for use entrance, stair, Lift, path, passage lobby, roof necessary for the purpose of peaceful enjoyment of Purchaser's Flat and also the proportionate undivided impartible share of land underneath of the building in First Schedule with the undertaking to pay proportionate maintenance charges, jointly with other co-flat owners for maintenance of building and also for enjoyment of common facilities, such as electricity, water and other common facilities, annexed with the Building, for the total consideration of Rs. _____ (Rupees _____) only out of which Rs. _____ (Rupees _____) only for the Flat and Rs. _____ (Rupees _____) only for Car Parking Space.

AND WHEREAS in terms of the agreement, the Vendors hereinabove have agreed to transfer the said flat and have agreed to sell, transfer, convey in favour of the Purchasers and the Developer/Confirming Party have agreed to Confirm **ALL THAT** one complete residential flat, being No. _____ measuring carpet area _____ Square Feet be the same a little more or less on the Second Floor at Block-_____ **AND** one Car Parking space on the Ground Floor, measuring an area _____ Square Feet be the same a little more or less at the same Block of Premises No.12, Baishnabghata bye lane, Police Station- Jadavpore (Old) Patuli (New), Ward No.100 within the limit of Kolkata Municipal Corporation, District 24 Parganas (South) more particularly described in the Second Schedule and Third Schedule

hereunder written and hereinafter for the sake brevity referred to as the '**SAID FLAT**' and '**SAID CAR PARKING SPACE**' together with proportionate undivided impartible and variable share or interest in the land more particularly described in the First Schedule hereunder written and in vacant condition free from all encumbrances lien, lispendens, charges, acquisition, requisition, mortgage whatsoever and howsoever and the Purchasers have agreed to purchase the said flat at and for a total consideration of Rs. _____ (Rupees _____) only for the Flat and Car Parking Space.

NOW THIS INDENTURE WITNESSETH

That in pursuance of the Agreement and in consideration of Rs. _____ (Rupees _____) only for the Flat and Car Parking Space paid by the Purchasers to the Vendors on or before execution of these presents (the receipt whereof the Confirming party on behalf and as Constituted Attorney of the Vendors doth hereby release to the Purchaser's flat in Second Schedule together with the proportionate undivided impartible share of land in First Schedule and the interest of common areas etc. forever) the Vendors do hereby grant, transfer, sell, convey, assure and assign unto the Purchasers **ALL THAT** the said area, being Flat No. _____, measuring carpet area _____ Square Feet be the same a little more or less on the Second Floor at Block-____ **AND** one Car Parking space on the Ground Floor, measuring an area _____ Square Feet be the same a little more or less at the same Block of the building morefully and particularly described in the Second and Third Schedule below, **TOGETHER WITH** undivided proportionate impartible share of land underneath of building in First Schedule and the proportionate undivided share of land underneath with the interest of common area and common passage, staircase, Lift, roof, tubewell, drains, sewers, water pipes and all other fixtures and equipments of common utility and common paths and passages appertaining to the said building specifically

mentioned in Fourth Schedule below and properties appurtenances thereto **AND** reversion or reversions, remainder or remainders and the rent issues and profits of and in connection with the said flat and the properties appurtenances thereto **AND** all the estate, right, title, interest, property claim and demand whatsoever of the Vendors hereto into out of or upon the said flat and the properties appurtenances thereto **TO HAVE AND TO HOLD** the said flat appurtenances thereto hereby granted, conveyed, transferred, assigned and assured and every part thereof respectively **TOGETHER WITH** the Vendors and its rights unto the Purchasers hereof free from all encumbrances, save those expressly mentioned herein **SUBJECT EXCLUSIVELY** to the payment of the proportionate share of apportioned liability for Municipal Taxes, Insurance premium for the said building and the monthly maintenance charges and the right of Vendors in respect hereof as reserved by the Agreement for purchase or by these presents and subject nevertheless to the easements or quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat and Car Parking Space in Second and Third Schedule **AND** subject also that the Purchasers hereto will as owners of the said flat which are hereby sold, transferred, conveyed and assigned as an indefeasible estate and shall not be sub-divided or partitioned by meates and bounds the same or any portion herein any manner whatsoever **TOGETHER WITH** the right of using of staircase, lift, entrance, electrical, plumbing and other installations for common utility, main entrance and other common facilities, commonly with the Vendors and/or other owners and occupiers of the said building, for the purpose of access to the from the main road **EXCEPTING AND RESERVING UNTO** the Vendors such easement or quasi-easement right and privileges annexed with the building in First Schedule.

THAT THE VENDORS AND CONFIRMING PARTY BOTH HEREBY CONVENANT WITH THE PURCHASERS HERETO AS FOLLOWS :-

1. That the Vendors do hereby declare that they have good, valid and marketable title and absolute authority to grant, transfer and sell the flat and Car Parking Space in Second and Third Schedule together with undivided proportionate share of land underneath of building in First Schedule, including the said flat and Car Parking Space are free from all encumbrances, mortgages, charges, liens, lispendences and attachments.
2. That the Purchasers by this Deed will be the exclusive owners of the said flat and Car Parking Space will hold, possess, occupy and enjoy the said flat for their own use and benefit without any interruption, lawful eviction and any claim and demand and will have exclusive right and absolute Ownership on the flat and Car Parking Space in Second and Third Schedule and will have right to sell, transfer, mortgage, assign, lease in any manner like other flat owners without any objection and interruption by the Vendors.
3. That the Purchasers will enjoy all common areas without causing disturbances in peaceful enjoyment of other owners of the flat and will not do any act, causing disturbances and inconvenience to other occupants and inmates of the said building and will pay proportionate maintenance charges to the area of their flat as mentioned in the deed of sale to the Vendors, so long Owners' Association is not formed.
4. That the main gate of the building in First Schedule shall remain be closed outside the normal hours for security reason, but the Purchasers will not be refused to get access, and on request to the caretaker of the building, shall always get access.
5. That the Vendors, if required, at the cost of the Purchasers, hereto will execute or cause to be done or executed all such acts, deeds, things for more perfectly assuring the said flat and Car Parking Space in Second and Third Schedule.

THAT THE PURCHASERS DO TH HEREBY COVENANT WITH THE VENDORS AND CONFIRMING PARTY AS FOLLOWS:-

1. That the Purchasers will and will at all times hereinafter indemnify and keep safe, harmless and indemnified the Vendors and their estate and undertake not to cause any damages at their own instance and/or willful damage of beam, column, main foundation on and all other common wall, common things, annexed with the building in First Schedule.
2. That the Purchasers will pay Municipal Tax of Flat and Car Parking Space by making mutation of their names in the Kolkata Municipal Corporation entirely at their own risk and responsibility of the purchased flat but for non-payment of tax, other portion will not be liable to the Kolkata Municipal Corporation.
3. That the Purchasers will join in the Association for maintaining of building in First Schedule and shall abide by all rules and regulations, shall be framed by the body of Flat Owner's Association.
4. That the Vendors, the Developer herein reserved its rights for making further floors over and above the existing multi-storied building and only in strict compliance of the sanctioned building plan by the Kolkata Municipal Corporation and also reserved its rights for ingress and egress through the stairs for carrying of goods, materials for the purpose of construction and also right of ingress and egress of men, mason and any person, appointed by the Vendors for the purpose of construction and the Purchasers will not be entitled to raise any objection for purchasing proportionate land share of First Schedule.
5. That the Purchasers will pay proportionate cost of maintenance shall be fixed by the Vendors/Association, if framed, so long the Association is not formed, will pay the charges to the Vendors and in failure to pay the charges, shall be liable to the Association.

6. That if any service tax is imposed as on the date of registration of the instant Deed of sale the Purchasers will pay the same and other charges which may charge by the Kolkata Municipal Corporation for mutation and other matters.
7. That the Purchasers will not close any Verandah, balcony and other portion and will not keep anything, articles in common area of the building, provided that the Purchasers will have right to fix grill cover installations of same design for safety and security of purchased flat. Any damage or they will be liable to pay necessary damage charges.
8. That the Purchasers at their own cost will maintain and decorate inside the purchased flat but they are not allowed to make any changes in respect to electrical wiring, plumbing wiring but the all exterior portion shall be maintained by the Vendors, so long Association is not formed.
9. That the Purchasers at their own cost will take separate meter for enjoyment of electric energy and pay charges, but for enjoyment of electricity in common areas, will pay proportionate charges.
10. That the Purchasers will use the flat in Second Schedule for residential purpose and Car Parking Space for parking purpose exclusively and for no other purpose.
11. That the Purchasers will not allow to attach and install machinery and will not hang any machine or things from the beam or ceiling of Schedule flat and has right of fitting fan, air conditioned machine, false ceiling and other electrical appliances only for domestic use without causing any damages of the same.
12. That the Purchasers will get water from the common over-head Tank on payment of maintenance charges, in default, decision of the Vendors and the Association shall be final and shall be binding on the Purchasers. For non-payment of charges, if the supply is

stopped, Purchasers will not be entitled to bring any action for the same either against the Vendors or Association, if formed.

13. That the Purchasers neither will allow nor allow to throw or accumulate any rubbish or other articles in any portion of the Building in First schedule, except the place will be determined by the Vendors/association.

14. That the right of the purpose of common areas and roof of the said building, shall be enjoyed by all the owners, subject to right including right to construction upon roof duly reserved by Vendors.

15. That the Purchasers as owners of the said flat will use all common things, commonly with other owners and occupiers and the common service and common portion shall be considered as common.

16. That for inspection for maintaining common drains, pipes, electric connection and water connection for the common interest, shall be bound to allow the men of Association in the flat of First Schedule.

17. That the agreement for sale between the parties shall stand repealed for all effective purpose except the request reserved by the Vendors without any cause that may be prejudicial to the Purchasers.

18. That the Purchasers will not affix any signboard, nameplate in the common portion or outside walls of the building but can display the decent nameplate on the outside of the main entrance of the Flat.

19. That the Purchasers for purchasing proportionate share of land, will not be entitled to claim any share, if any further construction is made by the Vendors/confirming Party. The right of further construction is reserved by the Vendors. The Purchasers will not be entitled to bring any legal action for the said construction, if permitted by the Authority.

20. That the Purchasers will not be entitled to raise any objection in displaying advertisement board and the Purchasers will not be entitled to claim any charge for the same. The Vendors shall realise the charge for the same.

21. That the Purchasers will not affix or draw any wires, cables, pipes from and to or through any common portion or outside walls of the building or other flat, but telephone line, cable line can be taken on unavoidable circumstances.

22. That the Purchasers will be entitled to use the common passage but the Purchasers will not be entitled to claim any other right except right of common user for ingress and egress and Purchasers will not create any obstruction in the peaceful ingress and egress of the Vendors and also the other persons and also shall not be entitled to interfere in the matter of granting right by the Vendors for common use of passage to other persons.

23. That the Purchasers will not be entitled to dug, excavate any portion of the common passage, without taking any written permission from the Authority / Vendors and also shall not keep any vehicle, things, articles and shall not create any obstruction in any manner in the enjoyment of owners and occupiers of the other flat owners of the Building.

24. That the Purchasers will also not be entitled to cut and remove any plant, tress, branch or trees by the side of the common passage without the permission of the Vendors or the Authority, to whom the charges are to be given by the Vendors.

25. That the Purchasers will not change the floor and shall not do any act causing load to the building and shall not plant any tree by storing earth on floor or in any other place of the building.

26. That the name of the building '**KAILASH PUSHPA APARTMENT**' shall not be changed.

THE FIRST SCHEDULE ABOVE REFERRED TO (ENTIRE PREMISES)

ALL THAT piece and parcel of Bastu land altogether measuring 15 (Fifteen) Cottahs 10 (Ten) Chittacks 1 (One) Sq.ft. be the same a little more or less with multi storied building standing thereon situated at C.S. Plot No.139, 134 appertaining to C.S. Khatian No.354, 189 in Mouza - Baishnab Ghata, R.S. No.11, Touzi No.151, Kolkata Municipal Corporation Premises No.12, Baishnabghata bye lane (being the consolidated and amalgamated Premises Nos. 36C/1A Baishnabghata Road, 12 Baishnabghata Bye Lane, 36C Baishnabghata Road, 36C/1 Baishnabghata Road, 12/4 Baishnabghata Bye Lane and 12/2 Baishnabghata Bye Lane), Police Station the then Jadavpore at present Patuli, Ward No.100 within the limit of Kolkata Municipal Corporation, District 24 Parganas (South) with all easement rights including right to use common passage attached thereto butted and bounded as follows :-

ON THE NORTH : 12/3B Baishnabghata Bye Lane, 14D Baishnabghata Bye Lane, 17/10 Baishnabghata Bye Road, 17/9 Baishnabghata Road.

ON THE SOUTH : 12/2/1 Baishnabghata Bye Lane.

ON THE EAST : 20K/1 and 20J/1 Baishnabghata Road.

ON THE WEST : 18 Feet Wide Kolkata Municipal Corporation Road

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the Self-Contained Flat being No.203 situate on the Second Floor at Block-B of the building named '**KAILASH PUSHPA APARTMENT**' situated at Kolkata Municipal Corporation Premises No.12, Baishnabghata bye lane, Police Station- Jadavpore (Old) Patuli (New) , Ward No.100 within the limit of Kolkata Municipal Corporation, District 24 Parganas (South) measuring an area of _____ sq. ft. more or less including super built up area hereinbefore referred to as the '**SAID FLAT**' consisting of 2 (Two) Bedrooms, 1 (One) Living-cum-Dining Room, 1 (One) Kitchen, 1 (One) Toilet, 1 (One) W.C. and 1 (One) Balcony **TOGETHER**

WITH undivided impartible proportionate share in the land described in the First Schedule herein above written which butted and bounded as follows:-

ON THE NORTH : Open Space
ON THE SOUTH : Open Space
ON THE EAST : Stair & Common Space
ON THE WEST : Open Space

THE THIRD SCHEDULE CAR PARKING SPACE ABOVE REFERRED TO

WITHIN the First Schedule building, One Car Parking space measuring an area _____ Square Feet be the same a little more or less on the Ground Floor at Block-B of the building named '**KAILASH PUSHPA APARTMENT**' Premises No.12, Baishnab Ghata Bye Lane, Police Station – Patuli, Kolkata - 700047 District 24 Parganas (South) within Ward No.100 of the Kolkata Municipal Corporation together with proportionate undivided impartible share of land underneath of the building, and the right of ingress and egress from Common Passage to the Car Parking Space.

FOURTH SCHEDULE COMMON PORTION OF ALL FLAT OWNERS :-

- a) Entrances, Exits, Boundary walls, Common leading space Open and/or covered paths and passage.
 - b) Lobbies, Staircase, Lift and Top roof.
 - c) Other spaces for installing pumps, electrical and other installations and of common and other common installations mentioned herein after.
2. **WATER AND PLUMBING:** Water pump, Over head water tank, water pipes (save those inside and Flat) and Deep tube well.

3. **ELECTRICAL INSTALLATION:** Wiring and assembling for lighting of the common paths and wiring from the electrical sub-station to one point inside or at the main gate of each unit.
4. **DRAINS ETC. :** Drains, Sewers and pipes.
5. **OTHER:** Other common areas and installations and/or equipment as are provided in the building for common use and/or enjoyment.

FIFTH SCHEDULE MAINTENANCE AND MANAGEMENT

1. **MAINTENANCE:** All expenses for maintaining, operating whitewashing, painting, repairing, renovating and replacing the common portion including the outer walls of the building.
2. **OPERATIONAL:** All expenses for running and operating all machinery, equipment and installations comprised in the common portion including water pumps, electrical sub-station, transformer and generators and including the costs of repairing, renovating the replacing the same.
3. **STAFF:** The salaries of and all other expenses on the staff to be employed for the common purposes including their salaries, bonus and other emoluments and benefits.
4. **ASSOCIATION :** Establishments and all other expenses of the Association including its formation, office, establishment and miscellaneous expenses and also similar expenses of the formation, office, establishment and miscellaneous expenses and also similar expenses of the developer any agency looking after the common purpose until handing over the same to the association.
5. **INSURANCE:** Cost of insuring the building and/or common portions.

6. **FIRE FIGHTING:** Creation of funds for replacement, renovation and/or other periodic expenses.
7. **RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses.
8. **OTHERS:** All other expenses and/or outgoing as are incurred by the Developer and/or the Association for the common purposes.

SIXTH SCHEDULE

THE RESTRICTION OF USER OF CAR PARKING SPACE

1. The Purchasers will use the Car Parking Space only for the purpose of Parking/garaging the car.
2. That the Purchasers will not repair the car and also will not use the car parking space as motor repairing garage.
3. That the Purchasers will not keep the car causing interference in peaceful user and enjoyment of the Owner of the other Car Parking Space.
4. That the Purchasers will not throw any chemicals, Petrol, diesel or any other inflammable articles on the floor.
5. That the Purchasers also will not be entitled to do any work causing interference in peaceful possession of others and also causing smoke pollution, sound pollution and nuisance in the area.
6. That the Purchasers will use the car Parking space only for the purpose of keeping car and will not be allowed to stay any driver in the car parking space or any other person without the written permission from the Vendors or from the Authority to whom charges to be vested.
7. The Purchasers shall not do any acts, deeds or things which may cause disturbance to other car parking owners in any manner whatsoever and shall be bound to remove their car for the time being for free access and/or smooth ingress and egress of other cars.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder].

IN WITNESSES WHEREOF the parties herein put each of their signatures, the day, month and the other year above written.

SIGNED IN PRESENCE OF :

WITNESSES :

1.

SIGNATURE OF THE OWNERS/VENDORS

2.

SIGNATURE OF THE PURCHASERS

SIGNATURE OF THE DEVELOPER/CONFIRMING PARTY

Drafted by me:

Typed by:

(SUBRATA CHAKRABARTY)

10, Old Post Office Street,
Kolkata – 700 001

MEMO OF CONSIDERATION

RECEIVED Rs. _____ (Rupees _____) only
 from the Purchasers as entire consideration money for the said Flat and Car Parking space.

Cheque No.	Date	Drawn on	Amount (Rs.)
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TOTAL _____ Rs.

(Rupees _____) only

WITNESSES :

1.

2.

SIGNATURE OF THE DEVELOPER/CONFIRMING PARTY

DATED THIS DAY OF , 2019

BETWEEN

SRI CHINMOY BANERJEE & Ors.

....OWNERS/VENDORS

AND

.....PURCHASERS

AND

M/S PRANSHU CONSTRUCTION

.....DEVELOPER/CONFIRMING PARTY

DEED OF SALE