

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is executed on this the ..... day of ..... **TWO THOUSAND AND Twenty (2020).**

### **BETWEEN**

- 1 (a) Sm. Minu Das, (PAN NO. AOQPD8764A) wife of Sri Kamal Kishore Das, by faith Hindu by occupation House hold duties, residing at 17, Hem Chakraborty Lane, Police Station – Bantra, District – Howrah, Pin- 711101.
- 1 (b) Sm. Bithi Mondal, (PAN NO. BQKPM2277C) wife of Late Sadhan Kumar Mondal by faith Hindu by occupation House hold duties, residing at Jadhunath Chatterjee Lane, Police Station – Krishnanagar, District – Nadia, Pin- 741101
- 1 (C) Binay Kumar Samanta (PAN NO DWXPS2084E),
- 1 (d) Sri Bijan Kumar Samanta, (PAN NO ALXPS6949J),
- 1 (e) Sri Biman Kumar Samanta, (PAN NO BHPPK6280D),  
all sons of Late Basanta Kumar Samanta all by faith Hindu, all by occupation Business all are residing at of 100, Mahendra Bhattacharjee Road, Police Station – Shibpur in the District of Howrah, Pin-711104 all are represented by their constituted attorney M/S Mahadev Udyog (PAN AAIFM5508M) a registered partnership firm having its registered office at 81 ChintamoniDey Road, PS & District- Howrah, Pin- 711101 represented by its Partners (I) Bijay Kumar Singh (PAN ASYPS7210G), Son of Late Satrugan Prasad Singh  
(II) Pankaj Kumar Singh (PAN ALYPS0736N), Son of Bijay Kumar Singh  
(III) Sushila Singh (PAN ATCPS2121B) wife of Sri Bijay Kumar Singh,  
(IV) Nitu Singh (PAN ARIPS1540A) wife of Pankaj Kumar Singh,  
All by faith Hindu by occupation Business all are residing at 82 Chintamoni Dey Road, PS & District Howrah, Pin- 711101, by virtue of a register power of Attorney which has been registered at DSR of Howrah and recorded in Book no- I Volume No- 0501-2017, Pages from 255807 to 255827 being no- 050109296, 2017
- 2 (a) Sm. Keka Pal (PAN ARPPP8345K), wife of Sri Siddhananda Pal and daughter of late Rashbehari Kundu, by faith Hindu, by occupation House hold duties, residing at Brijonath Lahiri Lane, Police Station – Jagacha, District-Howrah, Pin Code – 711112.

- 2(b) Sm. Malabika Dey (PAN DHIPD5457G), wife of Sri Ratan Dey and daughter of late Rashbehari Kundu, by faith Hindu, by occupation House hold duties, residing at 57/2, Hriday Krishna Banerjee Lane, Police Station - Bantra, District-Howrah, Pin Code – 711101.
- 2(C) Sri Amitava Kundu (PAN BPIPK9367N),
- 2(d) Sri ArunavaKundu (PAN AIEPK7565Q),
- 2(e) Sri Pulak Kumar Kundu (PAN APZPK2288L), all sons of late Sitanath Kundu, all by faith Hindu, by Occupation Business, residing at 96/, Mahendra Bhattacharjee Road, Police Station-Chatterjeehat in the District of Howrah, Pin Code – 711104.
- 2(f) Sri Sourav Kundu (PAN CHKPK6598N), son of Late Goutam Kundu,
- 2(g) Sri Subhaue Kundu (PAN AEZPK1712Q), son of Late Amiya Nath Kundu,
- 2(h) Sri Kaushik kundu (PAN ATSPK0419L), Son of Late Amiyanath Kundu,
- 2(i) Sri Tridib Kundu (PAN GOWPK2838L), son of Late Bikash Kundu,
- 2(j) Sm. Mithu Kanui (PAN DBPPK3381H), wife of Susanta Konui and daughter of Late Bikash Kundu,
- 2(k) Sri Pabitra Kumar Kundu (PAN AMHPK5535B),
- 2(l) Sri Pranab Kumar Kundu (PAN AMCPK6426G),
- 2(m) Sri Anirban Kundu (PAN AUKPK8661R), son of late Bibhas Kundu,
- 2(n) Sri Amaresh Kundu (PAN AENPK9234P),
- 2(o) Sri Aparesh Kundu (PAN AMOPK8415H), both sons of late Aditya Nath Kundu.

All by faith Hindu, by occupation service all are residing at 96/1, now renumbered as 100 Mahendra Bhattacharjee Road, Police Station-Chatterjee hat in the District of Howrah, Pin code- 711104. Represented by their constituted attorney M/S Mahadev Udyog (PAN AAIFM5508M) a registered partnership firm having its registered office at 81 Chintamoni Dey Road, PS & District- Howrah, Pin-711101 represented by its Partners

- (I) Bijay Kumar Singh (PAN ASYPS7210G), Son of Late Satrugan Prasad Singh  
 (II) Pankaj Kumar Singh (PAN ALYPS0736N), Son of Bijay Kumar Singh  
 (III) Sushila Singh (PAN ATCPS2121B) wife of Sri Bijay Kumar Singh,  
 (IV) Nitu Singh (PAN ARIPS1540A) wife of Pankaj Kumar Singh,

All by faith Hindu by occupation Business all are residing at 82 Chintamoni Dey Road PS & District Howrah, Pin- 711101, by virtue of register power of Attorney which has been registered at A.D.S.R of Howrah and recorded in Book No. I, Volume no- 0502-2018, pages from 81272 to 81309 being no- 05020 2435 for the year 2018.

3. Sri Debasis Kundu, (PAN AOFPK8286F), Son of Late Tarun Tapan kundu, by faith Hindu, by Occupation Service, Residing at present 100, Mahendra Bhattacharya Road, Police Station- Chatterjeehat, District- Howrah, Pin code- 711104, Represented by their constituted attorney M/S Mahadev Udyog (PAN AAIFM5508M) a registered partnership firm having its registered office at 81, Chintamoni Dey Road, PS & District- Howrah, Pin- 711101 represented by its Partners

(I) Bijay Kumar Singh (PAN ASYPS7210G), Son of Late Satrugan Prasad Singh

(II) Pankaj Kumar Singh (PAN ALYPS0736N), Son of Bijay Kumar Singh

(III) Sushila Singh (PAN ATCPS2121B) wife of Sri Bijay Kumar Singh,

(IV) Nitu Singh (PAN ARIPS1540A) wife of Pankaj Kumar Singh,

All by faith Hindu by occupation Business all are residing at 82 Chintamoni Dey Road PS & District Howrah, Pin- 711101, by virtue of register power of Attorney which has been registered at A.D.S.R of Howrah and recorded in Book No. I, Volume no- 0502-2018, pages from 234936 to 234960 being no- 05020 7192 for the year 2018, Hereinafter all Landlords/Owners (Which expression shall be an includes their heirs, Successors, representatives, administrator's, Executors and assigns).

**4) SMT. PUSHPANJALI KUNDU**, (PAN:-HAGPK4095E), wife of Late Rashbehari Kundu, by religion Hindu, by Occupation House Hold Duties, residing at present 100, Mahendra Bhattacharjee Road, Police Station- Chatterjee hat, District- Howrah, Pin code- 711104,

**5) SMT. RITA KUNDU**, (PAN:-HAGPK5153R), wife of Late Goutam Kundu, by religion Hindu, by occupation House Hold Duties, residing at present 100, Mahendra Bhattacharjee Road, Police Station- Chatterjee hat, District- Howrah, Pin code- 711104, REPRESENTED BY THEIR CONSTITUTED ATTORNEY M/S MAHADEV UDYOG, (PAN AAIFM5508M), a registered partnership firm having its registered office at 81 Chintamoni Dey Road, PS & District- Howrah, Pin- 711101 represented by its Partners (I) BIJAY KUMAR SINGH, (PAN ASYPS7210G), Son of Late Satrugan Prasad Singh, (II) PANKAJ KUMAR SINGH, (PAN ALYPS0736N), Son of Bijay Kumar Singh, (III) SMT. SUSHILA SINGH, (PAN ATCPS2121B), wife of Sri Bijay Kumar Singh, (IV) SMT. NITU SINGH, (PAN ARIPS1540A), wife of Pankaj Kumar Singh, all by faith Hindu, by occupation Business, all are residing at 82 Chintamoni Dey Road PS & District Howrah, Pin- 711101, by virtue of register power of Attorney which has been registered at A.D.S.R of Howrah and recorded in Book No. I, Volume no- 0502-2019, pages from 236031 to 236066 being no- 050206807, for the year 2019,

**6) SMT. KAKLI KUNDU**, (PAN:-DBWPK5638A), wife of Late Biplab Kundu,

AND

**7) MISS. RINIKA KUNDU**, (PAN:-HNNPK4476F), daughter of Late Biplab Kundu, both by religion Hindu, by occupation No.1 is House Hold Duties & No.2 is Student, both are residing at present 100, Mahendra Bhattacharjee Road, Police Station- Chatterjee hat, District- Howrah, Pin code- 711104, REPRESENTED BY THEIR CONSTITUTED ATTORNEY M/S MAHADEV UDYOG, (PAN AAIFM5508M), a registered partnership firm having its registered office at 81 Chintamoni Dey Road, PS & District- Howrah, Pin- 711101 represented by its Partners (I) BIJAY KUMAR SINGH, (PAN ASYPS7210G), Son of Late Satrugan Prasad Singh, (II) PANKAJ KUMAR SINGH, (PAN ALYPS0736N), Son of Bijay Kumar Singh, (III) SMT. SUSHILA SINGH, (PAN ATCPS2121B), wife of Sri Bijay Kumar Singh, (IV) SMT. NITU SINGH, (PAN ARIPS1540A), wife of Pankaj Kumar Singh, all by faith Hindu, by occupation Business, all are residing at 82 Chintamoni Dey Road PS & District Howrah, Pin- 711101, by virtue of register power of Attorney which has been registered at A.D.S.R of Howrah and recorded in Book No. I, Volume no- 0502-2019, pages from 230041 to 230077 being no- 050206808, for the year 2019, hereinafter referred to as “**the OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their/its successors and successors in interest) of the first **PART**:

AND

M/S Mahadev Udyog (PAN AAIFM5508M) a registered partnership firm having its registered office at 81 Chintamoni Dey Road, PS & District- Howrah, Pin- 711101 herein after call as the DEVELOPERS/ CONFIRMING PARTIES (which expression unless contrary to or repugnant with the context of this Deed shall include his heirs, successors – in – interest, executors, administrators, transferees and assigns) represented by its Partners

(I) Bijay Kumar Singh (PAN ASYPS7210G), Son of Late Satrugan Prasad Singh

(II) Pankaj Kumar Singh (PAN ALYPS0736N), Son of Bijay Kumar Singh

(III) Sushila Singh (PAN ATCPS2121B) wife of Sri Bijay Kumar Singh,

(IV) Nitu Singh (PAN ARIPS1540A) wife of Pankaj Kumar Singh,

All by faith Hindu by occupation Business all are residing at 82 Chintamoni Dey Road PS & District Howrah, Pin- 711101,

- AND -

(1) ..... (PAN .....), son of ....., by faith-....., by occupation-....., by nationality- ....., residing at ....., Post Office-....., Police Station- ....., Pin-....., hereinafter called and referred to as the **PURCHASER** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, successors, executors, administrators, representatives and assigns) of the **THIRD PART**.

**W H E R E A S :**

WHEREAS the First party No- 1(a) to 1(e) were the joint owners and occupiers of the property being all that piece and parcel of bastu land measuring more or less 5(five) Katha 0 Chattak 4 sqft with pucca structure standing thereon situated at H.M.C holding no- 100 Mahendra Bhattacharya Road P.s- chatterjeehat District- Howrah.

W H E R E A S one Madhusudan Kundu, son of Late Abinash Chandra Kundu of 163, Circular Road, within the Jurisdiction of Police Station named Shibpur , in the District of Howrah suffered a decree in title suite no.88 of 1993 in the Court of Subordinate Judge, Howrah.

A N D W H E R E A S in the said suit one Basanta Kumar Samanta, son of late Sasthi Charan Samanta of 6, Chowdhury Bagan First Bye – Lane, Howrah got the decree and he put the decree into execution and as a result, one title execution case being No.83 of 1933 was started at the instance of the said Basanta Kumar Samanta, the decree – holder

A N D W H E R E A S the decretal dues having not been paid the property comprised in holding no.163, Circular Road as above was to be sold in auction and the said Basanta Kumar Samanta purchased the said property in auction sale and certificate of sale was duly issued to the said Basanta Kumar Samanta on 21 March 1934.

A N D W H E R E A S following such purchase by auction sale there was further proceeding of taking possession of the said property on behalf of the aforesaid decree – holder and in due process of law the said Basanta Kumar Samanta obtained possession of the property which he purchased by virtue of an auction sale.

A N D W H E R E A S after purchase of the said property in auction sale, the aforesaid Basanta Kumar Samanta became seized and possessed of the said property and he exercised his ownership upon the said property by realizing rentals from the premises tenants therein as well as by actual occupation of said property.

A N D W H E R E A S the said Basanta Kumar Samanta duly mutated his name in the records of Howrah Municipality, as the then it was, and further he mutated his name in the records of rights and had been paying the taxes and revenues to those authorities.

A N D W H E R E A S the aforesaid properties purchased by the said Basanta Kumar Samanta in auction sale referred to above is described in some details in Schedule “A “hereunder.

A N D W H E R E A S the aforesaid Basanta Kumar Samanta died leaving his four sons and one daughter.

A N D W H E R E A S wife of Basanta Kumar Samanta died shortly after her husband and as a result, the aforesaid four sons, viz. Sri Bimal Kumar Samanta, Sri Binay Kumar Samanta, Sri Bijan Kumar Samanta, Sri Biman Kumar Samanta and the only daughter, viz. Smt. Bijali Mondal (Samanta) became jointly seized and possessed of the said property described in schedule hereunder and they are seized and possessed of the said property by exercising all rights of ownership and possession thereof.

AND WHEREAS the said Sm. Bijoli Mondal (Samanta) by virtue of a deed of gift dated 12.02.1993 transferred here one-fifth undivided interest in the property inherited by her in the manner as above in her four brothers, namely, Sri Bimal Kumar Samanta, Sri Binay Kumar Samanta, Sri Bijan Kumar Samanta and Sri Biman Kumar Samanta and the aforesaid deed of gift was duly registered before the District Sub-Registry office at Howrah and recorded there in book no.1, volume no. I, in pages 42 to 48 for the year 1993.

AND WHEREAS after the aforesaid deed of gift, the first party became the joint owners in respect of the properties in Schedule- A hereunder.

AND WHEREAS Bimal Kumar Samanta died on 6 February 2013 leaving behind his two married daughters, namely the first and second persons of the first party.

AND WHEREAS on the passage of time the properties in Schedule "A" having become terribly worn out, required to be removed and the land to be developed for the purpose of providing additional accommodation to the growing family of the first party as the heirs of the aforesaid Basanta Kumar Samanta and in the absence of requisite funds, experience and time, the first party being unable to prosecute that objective, searched for a competent developer to undertake the responsibility of development of the land described in Schedule "A" and the first party further approached this Developer/ Second party to undertake such work of development of the properties in Schedule "A" by constructing upon the said property building or buildings having maximum height permitted under the law and utilizing the space to the maximum extent possible and the Second Party being engaged in similar types of work with repute and the Second Party agreed to under such work of development subject to certain conditions and as such First party no- 1(a) to 1(e) and the Developer/confirming Parties entered into Development Agreement which has been duly registered at D.S.R at Howrah and Recorded in Book no- I, Volume no- 0501-2017 pages from 254519 to 25455, being no. 050109250 for the year 2017 and subsequently a General power of Attorney has also been Executed by first party no. 1(a) to 1(e) in favour by First party no 1(a) to 1(e) in Favour of the Developer/Confirming parties which was also register at D.S.R office of Howrah and recorded in Book no- I, volume no- 0501-2017, pages from 255807 to 255827 being no. 050109296 for the year 2017.

The first party No. 2(a) to 2(o) were the joint owners and occupiers of the properties being ALL THAT piece and parcel of bastu land measuring more or less 3 Katha 1 Chattak 34 sqft situated at H.M.C holding no. 104 Mahendra Bhattacharya road and ALL THAT piece and Parcel of bastu land measuring more or less 2 Katha 0 chattak 1.5 sqft situated at H.M.C holding no- 98 Mahendra Bhattacharya road and ALL THAT piece and parcel of bastu land measuring more or less 5 Katha 0 Chattak 27.5 Sqft situated at H.M.C holding no. 94 Mahendrabhattacharya Road and ALL THAT piece and parcel of Bastu land measuring more or less 2 katha 14 chattak 13 Sqft situated at H.M.C holding no-96/1 Mahendra Bhattacharya Road all holdings are within the jurisdiction of Chatterjeehat Police station, district- Howrah.

AND WHEREAS by virtue of a deed of partition dated 24 January 1955 various parcels of properties were partitioned among the four shareholders.

AND WHEREAS the said deed of partition witnessed that Aditya Nath Kundu, Paresh Nath Kundu, Rash Behari Kundu, Sita Nath Kundu, Amiya

Nath Kundu, all sons of late Satish Chandra Kundu and Sm. Durgabala Dasi, wife of late Satish Chandra Kundu joined the above deed of partition to represent the second group of allottees.

AND WHEREAS the aforesaid deed of partition was duly registered before the Sub-Registrar of Howrah and the deed was duly recorded in the said Registry in Book no.1, volume no.11 in pages 160 to 187 being no. 303 for the year 1955.

AND WHEREAS since the aforesaid allotment in the above deed of partition, the said second group of allottees became seized and possessed of the properties allotted to them jointly and they mutated their names in respect of the said property and they continued to exercise their rights of ownership over the same without any interference from any corner.

AND WHEREAS while being so seized and possessed of the said properties the aforesaid first person of the second group of allottees in the above deed of partition, viz. Aditya Nath Kundu expired in or about 1967 and at the time of his death he left his wife, viz. Sm. Sovalata Kundu and three sons, viz. Bibhas, Amaresh, Aparesh and six daughters, viz. Ava, Seba, Ita, Sweta, Supta and Dipta.

AND WHEREAS the aforesaid heirs of Aditya Nath Kundu stepped into the shoes of their predecessor-in-title and they remained in joint occupation of the said properties inherited from him and while so seized and possessed of the said properties the aforesaid six sisters along with their mother executed and registered a deed of gift dated 25 september 2012 in respect of the properties inherited by them from Aditya Nath Kundu in favour of their two brothers, viz. Amaresh and Aparesh & Anirban son of predeceased brother Bibhas and they became destitute of any interest in the properties which they inherited from Aditya Nath Kundu. Bibhas Kundu died in 2003 and he left his wife since deceased and son being the 8 of the first party to inherit the estate left by him.

AND WHEREAS the aforesaid Paresh Nath Kundu, one of the members of the second group of allottees in the above deed of partition died in or about 1985 and his wife having predeceased him he left at the time of his death his four sons being Bikash, Pabitra, Pranab and Biplab and three daughters being Dipa, Rita and Mita and the aforesaid heirs of Paresh Nath Kundu remained joint in estate inherited by them from their father along with other co-sharers.

AND WHEREAS while so seized and possessed of the properties inherited from Paresh Nath Kundu the aforesaid three daughters, viz. Deepa Mashat, Rita pal and Mitali de transferred their entire interest in the property which they inherited from their father by way registered deed on 3<sup>rd</sup> October 2012

of gift in favour of the three brothers, viz. Pabitra, Pranab and Biplab and one nephew, viz. Tridib son of late Bikash kundu and they became destitute of any interest in the property which they inherited from Paresh Nath Kundu.

AND WHEREAS Bikash Kundu died in the year 2010 and at the time of his death he left his wife, viz. Sm. Chandra Kundu and one son, viz. Tridib Kundu, and one daughter, Mithu Konui who jointly inherited the estate left by Bikash Kundu. The said Chandra kundu died and her interest devolved upon her issues as above.

AND WHEREAS the aforesaid Sitanath Kundu died in the year 2011 and at the time of his death he left his wife, viz.Sm. Surama Kundu and three sons, viz. Amitava Kundu, Arunava Kundu, and Pulak Kundu and Sm.Rita Kundu, wife of pre-deceased son, Goutam Kundu and one grandson, viz. Sourav Kundu. Surama Kundu died and her interest devolved upon her above heirs.

AND WHEREAS on the aforesaid change of interest on the demise and consequential devolution upon the heirs, the said property allotted to the second group of allottees in the aforesaid partition deed came to be represented by the first party of this agreement.

AND WHEREAS Amiya nath kundu died on 02.03.2017 leaving his wife named Usha Kundu and two son Subhaue kundu and Kaushik Kundu.

AND WHEREAS the first party being seized and possessed of the properties described in some details in schedule 'A' hereunder, mutated their names in the records of Howrah Municipal Corporation as well as in the Settlement Record of Rights and have been continuing to deposit the taxes and revenues before the said authorities.

AND WHEREAS on the passage of time the properties in Schedule 'A' is required to be developed for the purpose of providing additional accommodation to the growing family of the first party and in the absence of requisite funds, experience and time, the first party being unable to prosecute that objective, searched for a competent developer to undertake the responsibility of development of the land described in Schedule 'A' and the first party further approached this developer/second party to undertake such work of development of the properties in Schedule 'A' by constructing upon the said property building having maximum height permitted under the law and utilizing the space to the maximum extent possible and the second party being engaged in similar types of work with repute and the second party agreed to undertake such work of development subject to certain conditions and as such the deed no-2399/2018 was registered at A.D.S.R Howrah in Book no-I, Volume no- 0502-2018 in the Page no-80105 to 80195 being no-050202399 for the year 2018 and a general power of attorney has



also been executed by first party no. 2(a) to 2(p) in favor of the developer/confirming party which was also register at A.D.S.R of Howrah an recorded in I-0502-2018-81272 to 811309-050202435-2018.

AND WHEREAS the First party no 3 was the absolute owner of the property being ALL THAT piece and Parcel of bastu land measuring more or less 2 katha 8 chattak 0 Sqft with structure thereon situated at 102 MahendraBhattacharya Road and ALL THAT piece and parcel of Bastu land measuring more or less 2 katha situated at 105 Mahendra Bhattacharya Road both are under the jurisdiction of Chatterjeehat Police Station, District- Howrah.

AND WHEREAS by virtue of one registered deed of gift dated 19 October 1938 Smt Golap Dasi, wife of Abinash Chandra Kundu transferred among others 2 cottah 8 chettack 11 sq. feet bastu land in holding no163/1 Circular Road, Police Station-Shibpur, District-Howrah unto Smt.MallikaDasi being the wife of her son and since thereafter the said SmtMallikaDasi became seized and possessed of the said property.

AND WHEREAS on the passage of time, the aforesaid property transferred by way of gift unto Smt. Mallika Dasi came to be included in holding no. 102 Mahendra Bhattacharjee Road after a change of name and number of the holding by Howrah Municipality as the then it was and since then the said property is known to be comprised in holding no. 102 Mahendra Bhattacharjee Road.

AND WHEREAS by virtue of one deed of sale dated 19 June 1947 Manmatha nath Kundu, son of Abinash Chandra Kundu purchased all that piece and parcel of land measuring 1 cottah 11 chettack 44 sq. feet together with structures thereupon comprised in municipal holding no. 164/1 & 164/1/A Circular Road within the jurisdiction of Police station named Shibpur in the District of Howrah and such land subsequently became comprised in holding no. 105 Mahendra Bhattacharjee Road after the change of name and holding concerned at the instance of Howrah Municipality as the then it was.

AND WHEREAS the said Smt. Mallika Dasi alias Kundu and Manmatha nath Kundu while seized and possessed of the said property, Smt. Mallika Kundu died in the year 1962 and Manmatha nath Kundu died in the year 1977.

AND WHEREAS at the time of their death, the said Smt. Mallika Dasi and Manmatha nath Kundu left as their heirs and/or successors three daughters and one son.

AND WHREAS the aforesaid three daughters of Manmatha nath Kundu were all married at the time of the death of Manmatha nath Kundu and the names of the said three daughters are Smt. Padmarani Pal, Smt. Leela Halder and Smt. Minu Srimani and the only son is Sri Tarun Tapan.

AND WHEREAS the aforesaid three daughters and the only son, viz. Tarun Tapan became seized and possessed of the properties in holding no. 102 and 105 Mahendra Bhattacharjee Road.

AND WHEREAS while so seized and possessed of the aforesaid parcels of properties the eldest daughter, viz. Padmarani Pal died in the year 1997 leaving her two sons, viz. Swapan and Prabir and two daughters, viz. Juthika and Bithika.

AND WHEREAS the aforesaid heirs of Padmarani Pal and the other two daughters of Manmatha nath Kundu, viz. Leela Haldar and Minu Srimani and the only son Tarun Tapan became seized and possessed of the properties in schedule hereunder.

AND WHEREAS in the properties in Schedule hereunder Padmarani Pal had one-fourth undivided interest and Leela Haldar has one-fourth undivided interest, Minu Srimani has one-fourth undivided interest and Tarun Tapan, the only son of Manmatha nath Kundu had one-fourth undivided interest.

AND WHEREAS unfortunately Tarun Tapan, the only son of Manmatha nath Kundu died in the year 1998 and at the time of his death he left his wife, viz. Smt. Namita Kundu and one daughter Smt. Mitali Shaw and the only son Debasis.

AND WHEREAS the aforesaid heirs of Smt. Padmarani Pal and the two daughters of Manmatha nath Kundu reside elsewhere at their respective places and similarly the only daughter of Tarun Tapan Kundu being married, reside at her husband's place and in the aforesaid property in schedule hereunder only Sm. Namita Kundu and Debasis Kundu being the wife and only son of Tarun Tapan reside jointly.

AND WHEREAS the aforesaid heirs of Padmarani Pal, the said Smt. Leela Halder, Smt. Minu Srimani, Sri Swapan Pal, Prabir Pal, Smt. Juthika De, Smt Bithika Kundu, Smt. Namita Kundu, and Sm. Mitali Shaw, executed a deed of gift in respect of their interest in the property in scedule in favour of Debasis Kundu, the only son of Tarun Tapan on 3<sup>rd</sup> August 2011and the said deed was accepted by the donee aforementioned.

AND WHEREAS the aforesaid deed of gift was registered before the Additional District Sub-Registrar, Howrah where it was recorded in Book no.1 as deed no. 05238 for the year 2011.

AND WHREAS after the aforesaid execution of the deed of gift in favor of Debasis Kundu, the first party herein, by the co-sharers of the property described in schedule hereunder and on due acceptance of the said gift, the

first party became the absolute owner in respect of the aforesaid properties described in Schedule-A hereunder.

AND WHEREAS Smt. Namita Kundu, wife of late Tarun Tapan Kundu died on or about 27 December 2012 and her one-twelfth undivided interest in the property in schedule developed upon the only son, Debasis Kundu and the only daughter, namely, Smt. Mitali Shaw.

AND WHEREAS Smt. Mitali Shaw who was the owner of one-twenty fourth undivided interest in the property in schedule executed a deed of gift dated 16 January 2013 in favor of Sri Debasis Kundu whereby the said Smt. Mitali Shaw transferred the interest in the property which she inherited from her mother in favor of her only brother, Sri Debasis Kundu and such document of gift was duly registered before the Additional District Sub-Registrar, Howrah and registered there in book no.1, CD volume no.1, pages from 4743 to 4761 being no. 00241 for the year 2013.

AND WHEREAS the said Debasis Kundu, the first party, in order to develop the property in his ownership which he got by virtue of inheritance as well as by transfer was in search of a competent developer who would undertake the responsibility for the development of the land described in Schedule-A and the first party further approached the developer/second party to undertake such work of development of the properties described in Schedule-A by constructing upon the said property building or buildings having maximum height permitted under the law and utilizing the space to the maximum extent possible and the second party being engaged in similar types of work with repute and the second party agreed to undertake such work of development subject to certain conditions and as such the deed no-07183/2018 was registered at A.D.S.R Howrah in Book no-I, Volume no- 0502-2018 in the Page no-234607 to 234640 being no-050207183 for the year 2018 and a general power of attorney has also been executed by first party no. 3 in favour of the developer/confirming party and as such the deed no-07192/2018 was also registered at A.D.S.R of Howrah an recorded in Book no-I Volume no- 0502-2018 Pages from 234936 to 234960 being no- 050207192 for the year 2018

AND WHEREAS after execution of 3 no's of development agreement and also 3 no's of power of Attorney the Developer Confirming parties initiated full endeavors to develop the properties situated at 100 Mahendra Bhattacharya Road and applied for sanctioning plan in the H.M.C authority and subsequently the developer obtained the NOC from urban land ceiling department of Howrah and also got the sanction plan being BR 256/17-18 dated 06/02/2018 and after that the developer started the construction upon the aforesaid entire amalgamated property which also more duly and particularly mentioned in the first schedule hereunder written according to the sanction plan.

AND WHEREAS during peaceful possession the first parties herein executed a Deed of declaration between them to amalgamate all their aforesaid holdings into a single holding except holding no- 98 and the said deed of declaration was register at A.D.S.R office of Howrah and recorded in I-15-3168 to 3195-07169-2013 and after that they applied for amalgamation to the H.M.C authority and subsequently the holdings no- 94,96/1,100,102,104 and 105 Mahendra Bhattacharya road has been amalgamated into single holding being 100 Mahendra Bhattacharya road containing bastu land measuring more or less 20 Katha 0 Chattak and 6 sqft. AND WHEREAS,

Previously the Owners No. 4 & 5 had no PAN Card of their own respectively and for that reason they could not be able to enter into the said Development Agreement with the Third Parties herein although they had their full consent and were/are always agree to all the terms & conditions of the same in respect of the said Development Agreement and to confirm the said project the Owners No. 4 & 5 executed and registered a separate Deed of Declaration dated 14/08/2019 which has been registered at A.D.S.R. office of Howrah and recorded in Book No. IV, Volume No. 0502-2019, Page from 14057 to 14092, being No. 050200639, for the year 2019 and also executed a Power of Attorney in favour of the Third Parties herein which also registered at A.D.S.R. office of Howrah and recorded in Book No. I, Volume no- 0502-2019, pages from 236031 to 236066 being no- 050206807, for the year 2019 and thus the Owners No. 4 & 5 entered into the joint venture project upon the first schedule mentioned property with the Third Parties herein by affirming the same with the terms & conditions of the former Development Agreements.

AND WHEREAS, during the progression, the father of Owners No. 6 & 7 herein namely Biplab Kundu died intestate on 06/06/2019 leaving behind him, his widowed-wife Kakali Kundu, the Owner No.6 herein and one daughter Rinika Kundu, the Owner No.7 herein, as his legal heirs & successors and after demise of Biplab Kundu, they have become the joint owners & occupiers in respect of the share of the aforesaid property left by deceased Biplab Kundu and at present, they being the joint owners & occupiers of the aforesaid property, like to accumulate themselves with the other co-owners of the aforesaid entire property in the said Developing project upon the first schedule mentioned property by executing one Supplementary Agreement for Development and thereby affirm the said Development Agreement by accepting all terms, conditions, distribution as well as the specifications and other contents therein and they should be considered the adding joint owners/First parties of the said Development Agreement in respect of the share of the aforesaid property left by deceased Biplab Kundu, thereby a Supplementary Agreement for Development has been executed between the Owners No. 6 & 7 and the Third Parties herein and the said Supplementary Agreement for Development has been registered at A.D.S.R. office of Howrah and recorded in Book No. I, Volume No. 0502-2019, Page from 223311 to 223346, being No. 050206503, for the year 2019 and also executed a Power of Attorney in favour of the Third Parties herein which also registered at A.D.S.R. office of Howrah and recorded in Book No. I, Volume no- 0502-2019, pages from 230041 to 230077 being no- 050206808, for the year 2019 and thus the Owners No. 6 & 7 entered into the joint venture project upon the first schedule mentioned property with the Third Parties herein by affirming the same with the terms & conditions of the former Development Agreements.

- A. The **OWNER / DEVELOPER** obtained a sanctioned plan from the authorities concerned being No. ....for undertaking construction of a Housing Project on **SAID PREMISES** comprising of several independent blocks and the said project has been named “**Mahadev Enclave**”.
- B. The Purchaser herein approached the owner Developer and owner Developer agreed to sale **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** no..... on the ..... **Floor** of the **building** being **Block-** ....., in Project “**MAHADEV ENCLAVE**” containing by estimation an area of .....**Sq. ft.** (Super built-up) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area Together With **One Car Parking Space for parking a medium size motor car** Together With the proportionate share in common parts portions areas and facilities to comprise in the said Residential Area/Complex (hereinafter collectively referred to as the **SAID FLAT**) at and for the agreed consideration of **Rs** ...../- (**Rupees** .....) **only** and the parties entered into an agreement amongst themselves.
- C. The said Flat is now since completed and the Purchaser has duly satisfied itself as to the title of the Owner/Developer, constructions, measurements, materials used, workmanship, the scheme of the Project and inspected the sanctioned plan and upon such satisfaction has now proceeded to have the Deed of Conveyance executed in its favour.
- D. The Purchasers have gone through and agrees to abide by all such covenants as agreed by all the other Flat Owners in the standard Agreement for Sale to the extent such covenants shall remain applicable now and in the future.
- E. The Owner/ Developer herein have specifically represented to the Purchase that the said flat is free of encumbrances, charges, liens, lispensens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and further without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner and that the Owner/ Developer has full right, title and interest in the Said Flat and has full right and authority to assign, convey transfer all its right, title and interest therein and the Owner/ Developer herein further declare that the clear title to the Said Flat and its appurtenances belongs to the Owner/ Developer herein absolutely and that no other person or persons have any right, title or interest whatsoever therein by way of sale, gift, exchange, inheritance, lease, lien or otherwise in the said flat and that notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the Owner/ Developer herein or any person or persons lawfully or equitably claiming by from through or in trust for them, the Owner/ Developer herein has itself full right, power and absolute authority to sell or transfer to the Purchasers herein the said flat and his right, title and interest in the said property and that the Owner/ Developer herein have not done or committed or omitted to do any act, deed, matter or thing whereby the ownership, possession and/or occupation of the Said Flat by the Purchasers herein may be rendered illegal and/or unauthorized for any reason or on any account.

**NOW THIS DEED OF CONVEYANCE WITNESSETH THAT** in consideration of the said sum of **Rs ...../- (Rupees .....)** only paid by the Purchasers herein or before the execution of these presents as per the Memo of Consideration hereunder written the receipt whereof the Owner/ Developer doth hereby admits and acknowledges and the Owner/ Developer doth hereby acquit, release and forever discharge the Purchasers from the payment of the same and every part thereof as well as the **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** no..... on the ..... **Floor** of the **building** being **Block-** ....., in Project “**MAHADEV ENCLAVE**” containing by estimation an area of .....**Sq. ft.** (Super built-up) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area Together With **One Car Parking Space for parking a medium size motor car** Together With the proportionate share in common parts portions areas and facilities to comprise in the said Residential Area/Complex attributable thereto and the Owner/ Developer doth hereby grant, convey, sell, assign and assure to and unto and in favour of the Purchasers **ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** no..... on the ..... **Floor** of the **building** being **Block-** ....., in Project “**MAHADEV ENCLAVE**” containing by estimation an area of .....**Sq. ft.** (Super built-up) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area Together With **One Car Parking Space for parking a medium size motor car** Together With the proportionate share in common parts portions areas and facilities to comprise in the said Residential Area/Complex attributable thereto hereinafter collectively referred to as the SAID FLAT with the common rights OR HOWSOEVER OTHERWISE in the Said Flat with common rights now are or is or at any time heretofore were or was situated, butted, bounded, called, known, numbered, described or distinguished together with all and other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging or in anywise appertaining to or with the same or any part thereof now or is or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or deemed to be taken as part parcel and member thereof or appurtenant thereto and the reversion and reversions, remainder or remainders and the rents, issues, and profits of and from the said flat with common rights, hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be an every part thereof and all the estate right, title, inheritance, use, trust, possession property claim and demand whatsoever both at law and in equity of the Owner/ Developer of into and upon the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned and assured or intended so to be unto and to the use of the Purchasers free from all encumbrances liens and lispensens and all deeds, pattas, muniments writings and evidences of title whatsoever exclusively relating to or concerning the same or any part thereof which now are or is or at any time heretofore were or was and may be in the custody possession or power of the Owner/ Developer or any person or persons from whom the Owner/ Developer can or may procure the same without any action or suit at law and in equity **TO HAVE AND TO HOLD** the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured to and unto and to the use of inheritance in fee simple in possession without any manner of condition use, trust or other things whatsoever to alter, defeat,

encumber or make void the same and the Owner/ Developer doth hereby covenant with the Purchasers that notwithstanding any act, deed, matters, assurances or things whatsoever by the Owner/ Developer made done, occasioned or suffered to the contrary the Owner/ Developer is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the Said Flat with common rights, hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect and indefeasible estate without any hindrance, lawful eviction interruption, claim or demand whatsoever from or by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owner/ Developer and that free and clear and freely and clearly and absolutely acquitted, exonerated or discharged or otherwise by the Owner/ Developer well and sufficiently saved, defended, kept, harmless and indemnified of from and against all and manner of former or other estate, encumbrances, claims, demands, charges, liens, lispendens, debts and attachments whatsoever had made done, executed, occasioned or suffered by the Owner/ Developer or any person or persons claiming or to claim from through under or in trust for the Owner/ Developer into and upon the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchasers for a perfect and indefeasible estate of inheritance without any manner of condition, use, trust or other things whatsoever to alter, defeat, encumber or make void the same and that notwithstanding any such acts, deeds, matters of things whatsoever as aforesaid the Owner/ Developer has good right full power and absolute authority to grant, sell transfer, convey, assign and assure the said flat unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned and assured or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owner/ Developer along with the right to sell, convey, transfer, mortgage or lease out or rent out the Said Flat to any person or any financial institution at his own choice, trust for the Owner/ Developer into and upon the said trust for the Owner/ Developer into and upon unit with common rights hereby granted, transferred, sold conveyed, assigned and assured or expressed or intended so to be unto and to the sue of the Purchasers for a perfect and indefeasible estate of inheritance without any manner of condition, use , trust or other things whatsoever to alter, defeat, encumber or make void the same and that notwithstanding any such acts, deeds, mattes or things whatsoever as aforesaid the Owner/ Developer has good right full power and absolute authority to grant, sell, transfer, convey, assign and assure the Said Flat unto and to the use of the Purchasers in the manner aforesaid and that the Purchasers shall and may from time to time and at all times hereafter peaceably and quietly possess and enjoy the Said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured or intended so to be unto and to the use of the Purchasers in the manner aforesaid and to receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever form or by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim from under or in trust for the Owner/ Developer along with the right to sell, convey, transfer, mortgage or lease out or rent out the said property to any person or any financial institution at its own choice without obtaining any prior permission from the Owner/ Developer or any other co-owners of the building but subject to the obligations as required and as covenanted hereunder and free and clear and freely and clearly and

absolutely acquitted, exonerated, discharged or otherwise by the Owner/ Developer well and sufficiently saved, defended, kept harmless and indemnified of from and against all and manner of former or other estate, right, lease, mortgage, charge, trust wakfs, debutters, attachments, executions, lispensens, claims, demands and encumbrances whatsoever made, done, occasioned or suffered by the Owner/ Developer or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for the Owner/ Developer and further that the Owner/ Developer and all persons having or lawfully claiming any estate, right, title and interest whatsoever in the Said Flat with common rights hereby granted, transferred sold, conveyed, assigned and assured or any part thereof from under or in trust for the Owner/ Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchasers made do and execute all such acts, deeds, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying, assuring and assigning the Said Flat with common rights hereby granted, transferred, sold, conveyed assigned, assured and confirmed and every part thereof unto and to the sue of the Purchasers in the manner aforesaid as shall or may be reasonably required and the Purchasers hereby covenants with the Owner/ Developer that the Purchasers will and shall pay proportionate share of rates and taxes relating to the said premises and wholly in respect of the said flat and the Purchasers further covenant with the Owner/ Developer herein that the Purchasers shall hold, possess and enjoy the Said Flat as an absolute owner thereof subject to the covenants conditions and agreements and common expenses set out and particularly mentioned and hereunder written to be observed and performed and paid by the Purchasers and that the Owner/ Developer shall upon every reasonable request of the Purchasers and at the costs of the Purchasers execute further deeds and documents to perfect the title of the Purchasers and the Owner/Vendor assure that The Purchasers shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in **Part I** and **Part II** of the **THIRD SCHEDULE** hereunder written and/or describe and The Purchasers shall be entitled to the common easements and quasi easements affecting and attached to the Said Flat are as detailed in the **FOURTH SCHEDULE** hereunder written and/or described and the Purchasers shall be entitled to the Rights and privileges as detailed in the **FIFTH SCHEDULE** hereunder written and /or described responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of maintenance, repair, renew, redecoration etc. AND FURTHER that PURCHASERS shall abide by the Restrictions /House Rules as detailed in **THE SIXTH SCHEDULE** above referred to and FURTHER THAT the PURCHASER shall the common expenses as detailed in the **SEVENTH SCHEDULE** hereunder written and /or described.

**THE FIRST SCHEDULE ABOVE REFERRED TO  
(THE SAID PREMISES)**

ALL THAT piece and parcel of properties consisting of Bastu land measuring more or less 20 (Twenty) cottahs 0 (Zero) chataks 6 (Six) square feet together with a new G+10 storied buildings comprised in Municipal holding no. 100, Mahendra Bhattacharjee Lane, within the jurisdiction of police station named Chatterjee hat, Post Office named Shibpur, Pin Code – 711104, in the ward no. 43 of Howrah Municipal Corporation and together with all rights of easements, common passage, hereditaments, appurtenances , privileges and butted and bounded as follows:-



On the North	: By holding no. 103, Mahendra Bhattacharya Road.
On the South	: By holding no. 101, Mahendra Bhattacharya Road & common passage.
On the East	: By Property of Engineering Institute of Junior Executives, Dalal Pukur.
On the West	: By 107 & 107/1 Mahendra Bhattacharya Road.

**THE SECOND SCHEDULE ABOVE REFERRED TO:  
(The Said Flat)**

**ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** no..... on the .....**Floor** of the building being **Block-** ....., in Project 'MAHADEV ENCLAVE' containing by estimation an area of ..... **Sq. ft.** (Super built-up) be the same a little more or less **TOGETHER WITH** the undivided proportionate share or interest in the land directly underneath and forming part of the said Block/Building **AND TOGETHER WITH** the proportionate share in all common parts portions areas and facilities to comprise in the said Residential Area Together With **One Car Parking Space for parking a medium size motor car** as delineated and demarcated in the Map or Plan annexed hereto and shown in RED borders.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Common Parts & Portions)**

**BASIC FACILITIES:**

- a) Common Paths, passages, pedestrian ways, driveways within the entire Project as intended to be provided by the Developer, excluding however the areas reserved by the Developer for parking of motor cars and other vehicles or other purposes and/or those allotted and/or provided to specific unit-Purchasers.
- b) Water supply system as be planned by the Developer from time to time.
- c) Drainage and sewerage system as be planned by the Developer from time to time.
- d) Other areas and installations as are planned by the Developer.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Easements or Quasi Easements)**

(The under mentioned rights easements and quasi easement privileges and appurtenances shall be reserved for the Developer and/or the maintenance company) of MAHADEV ENCLAVE)

1. The right in common with the purchaser and/or other person or persons entitled to the other part or parts of MAHADEV ENCLAVE as aforesaid for the Developer and use of common part or parts of MAHADEV ENCLAVE including its installations staircases, lobbies in covered spaces electrical installations, other passages and internal roads.
2. The name MAHADEV ENCLAVE shall be a permanent feature displayed in the project premises in any form as decided by the Developer.
3. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the Said apartment) of the other part or parts of MAHADEV ENCLAVE through pipes, drains, wires, conduits lying or being under through or over the said apartment so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of MAHADEV ENCLAVE for all purposes whatsoever.
4. The right of protection for other portion or portions of MAHADEV ENCLAVE by all parts of the Said apartment as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the Said apartment or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of MAHADEV ENCLAVE.
5. The right of the Developer, Occupier(s) and/or management company for the purpose of ingress and egress to and from such Part or parts of MAHADEV ENCLAVE the front entrances inside staircase, electrical installation open and covered space and other common passages or internal roads, connecting roads of all phases of MAHADEV ENCLAVE.
6. The right of the Developer/Management Company or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said apartment for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir as aforesaid PROVIDED ALWAYS the Developer and other person or persons shall give to the Purchaser twenty four hours' prior notice in writing of their intention of such entry as aforesaid.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
(Easements or Quasi Easements for Purchaser)**

1. The Purchaser shall be entitled to all rights privileges, vertical and lateral supports easements, quasi easements and appurtenances whatsoever belonging to or in any way appertaining to the Said apartment or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified EXCEPTING AND RESERVING unto the Developer the rights easements, quasi-easements privileges and appurtenances hereinbefore more particularly set forth in the F SCHEDULE hereto.

2. The right of access and passage in common with the Developer or the co-Owner/Developer and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other common areas installations and facilities in MAHADEV ENCLAVE and /or its phases and the Said Premises.
3. 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 apartment.
4. The right of support shelter and protection of the Said apartment by or from all parts of MAHADEV ENCLAVE so far they now support shelter or protect the same.
5. The right of passage in common as aforesaid electricity water and soil from and to the Said apartment through pipes drains wires and conduits lying or being in under through or over MAHADEV ENCLAVE and the Said Premises so far as may be reasonable necessary for the beneficial occupation of the Said apartment and for all purposes whatsoever.
6. The right with or without workmen and necessary materials for the Purchaser to enter from time to time upon the other parts of MAHADEV ENCLAVE the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding, repairing, or cleaning any parts of the Said apartment in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases upon giving previous notice in writing of its intention so to enter to the Owner/Developer and occupiers of the other units and portion of MAHADEV ENCLAVE.

**THE SIXTH SCHEDULE ABOVE REFERRED TO  
(Common Expenses)**

1. Establishment and all other capital and operational expenses of the Holding Company.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto.
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.

7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any FLAT AND/OR UNIT) walls of the Blocks.
8. All expenses for running and operating all machinery, equipment and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.
9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.
10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

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

**SIGNED SEALED AND DELIVERED** by the  
**OWNER/DEVELOPER** at Kolkata in the presence

of

Witnesses:

- 1.
- 2.

**SIGNED SEALED AND DELIVERED** by the  
**PURCHASERS** at Kolkata in the presence of :

Witnesses:

- 1.
- 2.

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

**MEMO OF CONSIDERATION**

<b>DATE</b>	<b>CHEQUE NO.</b>	<b>BANK</b>	<b>AMOUNT (in Rs)</b>	<b>TDS (in Rs)</b>
<b>TOTAL AMOUNT:</b>			<b>Rs .....</b> /-	

**(Rupees .....) only**

Witnesses :

1.

2.