

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE on this
day of _____ AND _____ (_____) A.D.

BY AND BETWEEN

1. SRI KRISANU BHATTCHARYA (PAN-AHBPB0222H), Son of Late Dipankar Bhattarcharjee, by faith Hindu, by occupation- Service, by Nationality- Indian, residing at 34, Kali Kumar Banerjee Lane, P.S.- Chitpur, P.O.-Cossipore, Kolkata - 700002, **2. SRI INDRAJIT BANERJEE** (PAN NO BEGPB2759N), Son of Late Dipen Banerjee, by faith Hindu, by occupation- service, by Nationality Indian, residing at 33B, Kali Kumar Banerjee Lane, P.S.-Chitpur, P.O.- Cossipore, Kolkata - 700002, **3. SMT. DAMAYANTI BANERJEE GHOSH** (PAN- AKBPG9145R), wife of Late Abhijit Banerjee, by faith Hindu, by occupation- Service, by Nationality- Indian, residing at 33B, Kali Kumar Banerjee Lane, P.S.- Chitpur, P.O.- Cossipore, Kolkata - 700002, **4. SMT. GOPA BASU** (PAN-CQVPB9001R), wife of Saswata Basu and Daughter of Late Pannalal Khan, by faith Hindu, by occupation- Housewife, by Nationality -Indian, residing at 11A, Gobinda Pal Lane, P.S.- Chitpur, P.O.- Cossipore, Kolkata-700 002, **5. SRI PARTHA KHAN** (PAN-AOXPK8324E), Son of Late Pannalal Khan, by faith- Hindu, by occupation- Service, by Nationality- Indian, residing at 11A, Gobinda Pal Lane, P.S.- Chitpur, P.O.-Cossipore, Kolkata- 700002, hereinafter for the sake of brevity referred to and called as the **OWNERS**, being represented through their constituted attorney **M/S. TRIKUTA INFRA** (PAN NO.: AAVFT8351L) a partnership firm having its registered office at 33A, Kali Kumar Banerjee Lane, P.S.-Chitpur, P.O.- Cossipore, Kolkata - 700002, represented by its partners: **1. SRI ABHISHEK SHAW** (PAN NO :- JCTPS4131Q), son of Sri Arun Kumar Shaw by faith Hindu, by occupation- business, Nationality- Indian, residing at 16/1A, Pran Krishna Mukherjee Road, P.S.- Chitpur, P.O.- Cossipore, Kolkata - 700002, **2. SRI PRITAM DUTTA** (PAN NO:- CAPPD5929N), son of Sri Pradip Dutta, by faith Hindu, by occupation- business, Nationality Indian, residing at 2/1/1A, Bag Bazaar Street, P.O.- Baghbazar, P.S.- Shyampukur, Kolkata - 700003,

TRIKUTA INFRA
Abhishek Shaw
Partner

3. SRI RAJESH KUMAR BISWAKARMA (PAN NO: AKJPB1852G), son of Late Srinath Biswakarma, by faith Hindu, by occupation- business, Nationality- Indian, residing at 1/6C, Cossipore Road, P.S.- Chitpur, P.O.- Cossipore, Kolkata - 700002, **4. SRI SUBAL PAUL** (PAN NO:-AGBPP4054A), son of Late Pran Krishna Paul, by faith Hindu, by occupation-business, Nationality- Indian, residing at 1, M. C. Garden Road, South Dumdum (Municipality), North 24 Parganas, P.O.- Dumdum, P.S. Dumdum, Kolkata-700030, by virtue of a registered Development Power of Attorney dated 21.06.2024 in favour of Developers, which was registered before A.D.S.R. at Sealdah and recorded in Book No. I, Volume No.1606-2024, Pages from 77507 to 77537, being Deed No.160602422 for the year 2024 hereinafter called and referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context shall be deemed to mean and includes their heirs, executors, successors, legal representatives, administrators and assignees), PARTY of the **FIRST PART**.

A N D

M/S. TRIKUTA INFRA (PAN NO.: AAVFT8351L) a partnership firm having its registered office at 33A, Kali Kumar Banerjee Lane, P.S.-Chitpur, P.O.- Cossipore, Kolkata - 700002, represented by its partners: **1. SRI ABHISHEK SHAW** (PAN NO :- JCTPS4131Q), son of Sri Arun Kumar Shaw by faith Hindu, by occupation- business, Nationality- Indian, residing at 16/1A, Pran Krishna Mukherjee Road, P.S.- Chitpur, P.O.- Cossipore, Kolkata – 700002, **2. SRI PRITAM DUTTA** (PAN NO:-CAPPD5929N), son of Sri Pradip Dutta, by faith Hindu, by occupation- business, Nationality Indian, residing at 2/1/1A, Bag Bazaar Street, P.O.- Baghbazar, P.S.- Shyampukur, Kolkata - 700003, **3. SRI RAJESH KUMAR BISWAKARMA** (PAN NO: AKJPB1852G), son of Late Srinath Biswakarma, by faith Hindu, by occupation-business, Nationality- Indian, residing at 1/6C, Cossipore Road, P.S.- Chitpur, P.O.- Cossipore, Kolkata - 700002, **4. SRI SUBAL PAUL** (PAN NO:-AGBPP4054A), son of Late Pran Krishna Paul, by faith Hindu, by occupation-business, Nationality- Indian, residing at 1, M. C. Garden Road, South Dumdum (Municipality), North 24 Parganas, P.O.- Dumdum, P.S. Dumdum, Kolkata- 700030, hereinafter called and referred to as the **“DEVELOPER”** (which expression shall unless executed by or repugnant to the context be deemed to mean and include their heirs, executors, successors and successors in office, administrators, representatives, assigns etc) PARTY of the **SECOND PART**;

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MR/MRS/MS _____ (PAN _____) (Aadhaar No. _____), son/wife/daughter of Mr. _____, by faith- _____, by Nationality and

Citizenship - Indian, by occupation- _____, residing at _____, Post Office and Police Station _____, Kolkata-_____, hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his, heirs, executors, administrators, legal representatives and assigns) Party of the **THIRD PART**;

WHEREAS One SRI DINESH CHANDRA BHATTACHARYA alias SRI DINESH CHANDRA BHATTACHARJEE, son of Late Rasik Chandra Bhattacharya, was the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to the an old dilapidated four storied brick built dwelling house comprising of 980 Sq. Ft. on Ground floor, 1st floor, 2nd floor each and 500 sq. ft. on 3rd floor together with piece and parcel of land measuring about 2 (Three) Cottahs 9 Chitaksat 34, Kali Kumar Banerjee Lane, P.S.- Chitpur, P.O. Cossipore under ward No. 6 of Kolkata Municipal Corporation, Kolkata-700002 since purchased from Bhupendra Nath Bandopadhyay, Surendra Nath Bandopadhyay and Smt. Subarna Bala Debi on 16th July, 1957 by a Deed of Conveyance which was duly registered in the office of the Sub-Register, Sealdah and recorded in Book No.- 1, Volume No.- 25, Pages from 284 to 293, Being No.- 1417 for the year 1957 and his name was mutated in the records of the Kolkata Municipal Corporation as the absolute owners of the said premises.

AND WHEREAS The said SRI DINESH CHANDRA BHATTACHARYA alias SRI DINESH CHANDRA BHATTACHARYA died intestate on 15.03.1988 and leaving behind his wife namely SMT. SURUCHI BHATTACHARYA and only son namely SRI DIPANKAR BHATTACHARYA alias SRI DIPANKAR BHATTACHARJEE as his legal heirs and successors.

AND WHEREAS The said SMT. SURUCHI BHATTACHARYA, wife of Late Dinesh Chandra Bhattacharya, died intestate on 30.12.2000 and leaving behind her only son namely SRI DIPANKAR BHATTACHARYA as his only legal heir and successor.

AND WHEREAS As per the Hindu Succession Act, 1956 as stated herein above said Property of Late Dinesh Chandra Bhattacharya and Smt. Suruchi Bhattacharya, wife of Late Dinesh Chandra Bhattachar being Premises No. 34, Kali Kumar Banerjee Lane, P.S.- Chitpur, P.O.- Cossipore under ward No. 6 of Kolkata Municipal Corporation, Kolkata-

700002, is being inherited by DIPANKAR BHATTACHARYA alias DIPANKAR BHATTACHARJEE who seized and possessed of and/or otherwise sufficiently entitled to the same.

AND WHEREAS The said DIPANKAR BHATTACHARYA alias DIPANKAR BHATTACHARJEE was mutated and recorded his name in the Kolkata Municipal Corporation being Premises No. 34, Kali Kumar Banerjee Lane, P.S.- Chitpur, P.O.- Cossipore under ward No. 6 of Kolkata Municipal Corporation, Kolkata-700002, Assessee No. 110061500406 as the absolute owner of the said property.

AND WHEREAS The said DIPANKAR BHATTACHARYA alias DIPANKAR BHATTACHARJEE died intestate on 22.12.2010 and leaving behind his wife namely SMT. SURAMA BHATTACHARYYA alias SMT. SURAMA BHATTACHARJEE and 1 (One) son namely SRI KRISANU BHATTACHARYA as his legal heirs and successors.

AND WHEREAS As per the Hindu Succession Act, 1956, aforesaid SMT. SURAMA BHATTACHARJEE and SRI KRISANU BHATTACHARYA became Joint owners having in the said property being Premises No. 34, Kali Kumar Banerjee Lane, P.S.-Chitpur, P.O.-Cossipore under ward No. 6 of Kolkata Municipal Corporation, Kolkata-700002, Assessee No. 110061500406 being Four storied brick build dwelling house comprising of 980 Sq. Ft. on Ground floor, 1st floor, 2nd floor each and 500 sq. ft. on 3rd floor together with land measuring about 2 cottah 9 Chittaks and seized an possessed of and/or otherwise sufficiently entitled to the same.

AND WHEREAS the said SMT. SURAMA BHATTACHARYYA alias SMT. SURAMA BHATTACHARJEE, wife of Late Dipankar Bhattacharya alias Dipankar Bhattacharjee, died intestate on 26.12.2019 and leaving behind her only son namely SRI KRISANU BHATTACHARYA as her legal heirs and successors.

AND WHEREAS In the manner followed by Hindu Succession Act, 1956, aforesaid SRI KRISANU BHATTACHARYA, became absolute owner and mutated his name in the Kolkata Municipal Corporation being Premises No. 34, Kali Kumar Banerjee Lane, P.S.- Chitpur, P.O.- Cossipore under ward No. 6 of Kolkata Municipal Corporation, Kolkata-700002, Assesses No. 110061500406 being Four storied brick build dwelling house comprising of

980 Sq. Ft. on Ground floor, 1st floor, 2nd floor each and 500 sq. ft. on 3rd floor together with land measuring about 2 cottah 9 Chittaks and seized an possessed of and/or otherwise sufficiently entitled to the same free from all encumbrances.

AND WHEREAS Since then, the First Part SRI KRISANU BHATTACHARYA herein is peacefully enjoying the said land with four storied pucca dwelling house comprising of 980Sq.Ft. on Ground floor, 1st floor, 2nd floor each and 500 sq. ft. on 3rd floor standing thereon for his family purpose without any let, hindrance, claim, question or demand being raised by anyone else in this behalf and has been in absolute possession and enjoyment of the Schedule-A property and paying taxes and levies thereon, as sole and absolute owner thereof within the ambit of A.D.S.R. Sealdah, District 24 Parganas (South).

TITLE OF SCHEDULE - B

WHEREAS Bhupendra Nath Bandyopadhyay, Surendra Nath Bandyopadhyay both sons of Late Shyamacharan Bandyopadhyay and Smt. Subarna Bala Devi, wife of Late Jyanendra Nath Bandyopadhyay were joint owners and seized and possessed of and/or otherwise well and sufficiently entitled to All That partly Two (2) storied and One (1) storied brick build dwelling house together with piece and parcel of bastu land underneath measuring 4 Cottah 10 chittaks be the same a little more or less lying and situated at 33, Kali Kumar Banerjee Lane, Kolkata - 700002.

AND WHEREAS The said Surendra Nath Bandyopadhyay alias Surendra Nath Banerjee died intestate on 07.01.1958 leaving behind his one son namely Dipen Banerjee and one daughter namely Smt. Jyotirmoyee Debi allas Jyotirmoyee Banerjee as his legal heirs and successors who jointly inherited his undivided 1/3rd share i.e. undivided 1/6th each in the said property as per the Hindu Succession Act, 1956 where his wife Smt. Durga Banerjee predeceased of her husband said Surendra Nath Bandyopadhyay alias Surendra Nath Banerjee sometimes in the year 1937.

AND WHEREAS The said Bhupendra Nath Bandyopadhyay alias Bhupendra Nath Banerjee died intestate on 01.02.1963 and published his last will and Testament dated 29th July, 1959 whereby he bequeathed his undivided 1/3rd share in the said property to his niece

(daughter of his brother Late Surendre Nath Banerjee) the said Smt. Jyotirmoyee Debi alias Jyotirmoyee Banerjee absolutely and forever.

AND WHEREAS After the death of the said Bhupendra Nath Bandyopadhyay alias Bhupendra Nath Banerjee, Letter of Administration of the said Last Will and testament of Late Bhupendra Nath Bandyopadhyay alias Bhupendra Nath Banerjee was granted by the Learned District Delegate, Learned 6th Subt Judge, Alipore in Act 39 Case No. 73 of 1973 (LA) on 22nd June, 1973, favour of Smt. Jyotirmoyee Debi alias Jyotirmoyee Banerjee,

AND WHEREAS The said Smt. Subarna Bala Devi, wife of Late Jyanendra Nath Bandyopadhyay died intestate on 20.12.1966 and she was issueless till her death and her husband Jyanendra Nath Bandyopadhyay predeceased her and according to the Hindu Succession Act, 1956, her nephew, the said Dipen Banerjee and niece, Smt. Jyotirmoyee Debi alias Jyotirmoyee Banerjee became her only legal heirs and successors who jointly inherited her undivided 1/3rd share i.e. undivided 1/6 share each in the said Property.

AND WHEREAS after inheriting undivided 1/6th share in the said property from the said aunt (jyathima), Late Subarna Bala Devi, the said Smt. Jyotirmoyee Debi alias Jyotirmoyee Banerjee granted transferred conveyed her said undivided 1/6th share in the said property which she inherited from her aunt.

AND WHEREAS said Subarna Bala Devi, to her brother Dipen Banerjee by executing a Deed of Gift in his favour on 4th June, 1973 which was registered in the office of the Sub-Register, Sealdah and recorded in Book No.- 1, Volume No.-34, Pages from 63 to 66, Being No.-941 for the year 1973.

AND WHEREAS In the manner aforesaid Dipen Banerjee and Smt. Jyotirmoyee Debi alias Jyotirmoyee Banerjee became joint owners having undivided 1/2 share each in the said property.

AND WHEREAS In order to avoid disputes and differences in future and for better use and enjoyment the said property said Dipen Banerjee and Smt. Jyotirmoyee Debi alias Jyotirmoyee Banerjee partitioned their said property among themselves by metes and bounds by executing a Deed of Partition/ 'Bantannama' in Bengali script on 13th July,

1973 which was registered in the office of the Register, Alipore, 24 Parganas and recorded in Book No.- I, Volume No. 101, Pages from 104 to 110, Being No. 3802 for the year 1973 wherein the said Smt. Jyotirmoyee Debi alias Jyotirmoyee Banerjee referred as party of the second part therein was allotted northern side of the said property being premises No. 33, Kali Kumar Banerjee Lane, Kolkata-700002 having an area of land measuring about 2 cottah 8 Chittaks 4 Sq.ft. together with one storied brick build dwelling house which was shown and delineated in the plan marked as 'Lot-A' therein and bordered by 'red' colour annexed with the said deed of Partition and referred in the Schedule therein.

AND WHEREAS It is pertinent to mention herein that Jyotirmoyee Banerjee got married to Subhas Chatterjee and after marriage she was known as Jyotirmoyee Chatterjee and daughter of Late Surendra Nath Banerjee.

AND WHEREAS By virtue the said Partition Deed dated 13th July, 1973 the said Jyotirmoyee Chatterjee alias Jyotirmoyee Banerjee became absolute Owners of the one storied brick build dwelling house together with land measuring about 2 cottah 8 Chittaks 4 Sq.ft. with 1500 Sq. Ft. constructed area on Ground Floor standing thereon on the northern of said property being Premises No. 33, Kali Kumar Banerjee Lane, Kolkata 700002 and she mutated her name in the records of the Kolkata Municipal Corporation as the absolute owners and after mutation her said demarcated northern portion is known and numbered as premises No. 33B, Kali Kumar Banerjee Lane, Kolkata 700002, hereinafter called the "said premises morefully described in the Schedule - A written hereunder.

AND WHEREAS the said Jyotirmoyee Chatterjee alias Jyotirmoyee Banerjee died intestate on 09.09.2021 and she was issueless till her death and her husband Subash Chatterjee predeceased her and her Father Surendra Nath Banerjee and her mother Durga Banerjee also predeceased her. According to Section 15 of Hindu Succession Act, 1956 "property of a female Hindu who did not have father and mother and child, devolves upon heirs of her father and therefore legal heirs of her full blood brother, Dipen Banerjee, since deceased have become her legal heirs and successors.

AND WHEREAS The said Dipen Banerjee son of Late Surendra Nath Banerjee and brother of the said Late Jyotirmoyee Chatterjee died intestate on 23.05.1994, leaving behind his

wife namely SMT. CHAYYA BANNERJEE and 2 (Two) sons namely (1) ABHIJIT BANERJEE and (2) SRI INDRAJIT BANERJEE as his legal heirs and successors.

AND WHEREAS The said SRI ABHIJIT BANERJEE, son of Dipen Banerjee died intestate on 14.02.2018 and leaving behind his widow namely SMT. DAMAYANTI BANERJEE GHOSH as his only legal heir and successor.

AND WHEREAS As per the Hindu Succession Act, 1956 as stated herein above said Property of Late Jyotirmoyee Chatterjee being Premises No. 33B, Kali Kumar Banerjee Lane, Kolkata 700002, is being inherited by (1) SMT. CHAYYA BANNERJEE, wife of Late Dipen Banerjee (2) SRI INDRAJIT BANERJEE, son of Late Dipen Banerjee and (3) SMT. DAMAYANTI BANERJEE GHOSH, wife of Late Abhijit Banerjee.

AND WHEREAS In the manner aforesaid (1) SMT. CHAYYA BANNERJEE, (2) SRI INDRAJIT BANERJEE, and (3) SMT. DAMAYANTI BANERJEE GHOSH, became joint owners having 1/3rd share each in the said property being Premises No. 33B, Kali Kumar Banerjee Lane, Kolkata 700002 being one storied brick build dwelling house comprising of 1500 Sq. Ft. on Ground Floor together with land measuring about 2 cottah 8 Chittaks 4 Sq.ft. and seized an possessed of and/or otherwise sufficiently entitled to the same.

AND WHEREAS the said SMT. CHAYYA BANNERJEE transferred her undivided 1/3rd share to her said son SRI INDRAJIT BANERJEE and daughter-in-law DAMAYANTI BANERJEE GHOSH by executing a Deed of Gift in their favor which was registered in the office of the Additional Register of Assurances-II, Kolkata dated 22.07.2022 and recorded in Book No. I, Volume No. 1902-2022, Pages from 310953 to 310969, Being No. 190208438 for the year 2022.

AND WHEREAS By virtue of the said Deed of Gift said SRI INDRAJIT BANERJEE and SMT. DAMAYANTI BANERJEE GHOSH have become joint owners of the said Property being Premises No. 33B, Kali Kumar Banerjee Lane, Kolkata 700002, Ward No.-6 of the Kolkata Municipal Corporation and they mutated their names in the book of records of the Kolkata Municipal Corporation as joint owners of the said premises and being the Assesses No. 110061500571 described in Schedule - A hereunder written free from all encumbrances.

AND WHEREAS Since then, the First Part (1) SRI INDRAJIT BANERJEE and (2) SMT. DAMAYANTI BANERJEE GHOSH herein is peacefully enjoying the said land with one storied pucca dwelling house comprising of 1500 Sq. Ft. constructed area standing thereon for his family purpose without any let, hindrance, claim, question or demand being raised by anyone else in this behalf and has been in absolute possession and enjoyment of the Schedule-A property and paying taxes and levies thereon, as sole and absolute owner thereof within the ambit of A.D.S.R. Sealdah, District 24 Parganas (South).

TITLE OF SCHEDULE - C

WHEREAS SRI SUDHANSHU NATH KHAN, son of Late Sarada Nath Khan, was the absolute owner and seized and possessed of and/or otherwise well and sufficiently entitled to the an old dilapidated two storied brick built dwelling house comprising of 1200 sq. ft. at ground floor and 400 sq. ft. on 1st floor together with piece and parcel of land measuring about 2 (Three) Cottahs 00 Chitaks at 11A, Gobinda Paul Lane alias Gobinda Pal Lane, P.S.- Chitpur, P.O.- Cossipore under ward No. 6 of Kolkata Municipal Corporation, Kolkata- 700002 by virtue of a Deed of Conveyance dated 5th August, 1953 which was duly registered in the office of the Sub-Register, Sealdah and recorded in Book No.- I, Volume No.- 37, Pages from 105 to 109, Being No. 1746 for the year 1953 where SHEIK SUKUR MOHAMMAD, son of Late Sheik Abdul Ajij was VENDOR and SRI SUDHANSHU NATH KHAN was mutated his name in the records of the Kolkata Municipal Corporation as the absolute owners of the said premises.

AND WHEREAS SRI SUDHANSHU NATH KHAN died intestate on 28.04.1976 and his wife namely SMT. KAMALA KHAN was predeceased him and Leaving behind their only son namely SRI PANNALAL KHAN as their legal heirs and successors.

AND WHEREAS As per the Hindu Succession Act, 1956, SRI PANNALAL KHAN became the owner of the above said Property of Late Sudhanshu Nath Khan being KMC Premises No. 11A, GOBINDA PAUL LANE alias GOBINDA PAL LANE, Post Office- Cossipore, Police Station-Chitpur, Kolkata - 700 002 under Ward No. 006, Borough No.1, Assesses No. 11-006-09-0026-7 and seized and possessed of and/or otherwise sufficiently entitled to the same.

AND WHEREAS The said SRI PANNALAL KHAN was mutated and recorded his name in the Kolkata Municipal Corporation being KMC Premises No. 11A, GOBINDA PAUL LANE alias GOBINDA PAL LANE, Post Office- Cossipore, Police Station- Chitpur, Kolkata - 700 002 under Ward No. 006, Borough No. 1, Assesses No. 11-006-09-0026-7 as the absolute owner of the said property.

The said SRI PANNALAL KHAN died intestate on 17.06.2006 and leaving behind his wife namely SMT. GOURI KHAN and 1 (One) daughter namely SMT. GOPA BASU and 1 (One) son namely PARTHA KHAN as his legal heirs and successors.

AND WHEREAS As per the Hindu Succession Act, 1956, (1) SMT. GOURI KHAN, (2) SMT. GOPA BASU and (3) PARTHA KHAN, became joint owners having 1/3rd share each in the said property being KMC Premises No. 11A, GOBINDA PAUL LANE alias GOBINDA PAL LANE, Post Office- Cossipore, Police Station- Chitpur, Kolkata - 700 002 under Ward No. 006, Borough No. -1. Assesses No. 11-006-09-0026-7 being two storied brick build dwelling house comprising of 1200 sq. ft. at ground floor and 400 sq. ft. on 1st floor together with land measuring about 2 cottah 0 Chittaks 0 Sq. ft. and seized an possessed of and/or otherwise sufficiently entitled to the same.

AND WHEREAS The said GOURI KHAN, wife of Late Pannalal Khan, died intestate on 22.02.2024 and leaving behind her daughter namely SMT. GOPA BASU and son namely PARTHA KHAN as her legal heirs and successors.

AND WHEREAS As per the Hindu Succession Act, 1956, (1) SMT. GOPA BASU and (2) PARTHAKHAN, became joint owners having 1/2nd share each in the said property being KMC Premises No. 11A, GOBINDA PAUL LANE alias GOBINDA PAL LANE, P. O. Cossipore, P. S. Chitpur, Kolkata 700 002 under Ward No. 006, Borough No. 1, Assesses No. 11-006-09-0026-7 being two storied brick build dwelling house comprising of 1200 sq. ft. at ground floor and 400 sq. ft. on 1st floor together with land measuring about 2 cottah 0 Chittaks 0 Sq. ft. and seized an possessed of and/or otherwise sufficiently entitled to the same free from all encumbrances more fully and particularly described in Schedule-C hereunder written.

AND WHEREAS Since then, the First Part (1) SMT. GOPA BASU and (2) PARTHA KHAN herein is peacefully enjoying the said land with two storied pucca dwelling house standing thereon for his family purpose without any let, hindrance, claim, question or demand being raised by anyone else in this behalf and has been in absolute possession and enjoyment of the Schedule-A property and paying taxes and levies thereon, as sole and absolute owner thereof within the ambit of A.D.S.R. Sealdah, District 24 Parganas (South).

TITLE OF SCHEDULE-D

WHEREAS SRI KRISANU BHATTACHARJEE sold the schedule property ALLTHAT "Undivided and Undermarketed Share" admeasuring 200 Square feet land and 106.22 Square feet pucca Structure out of piece and parcel of land measuring about 2 Cottahs 9 Chittaks 0 Sq. ft. more or less with 80 years old four storied building standing thereon comprising of built up area 980 Sq. Ft. on Ground Floor, 1st floor, 2nd floor each and 500sq.ft. on 3rd floor solely self residential use lying and situated at Premises No. 34, KALI KUMAR BANERJEE LANE, P.O.-'Cossipore', P.S.- 'Chitpur', Kolkata-700002, Ward No. 06, Borough No. I of K.M.C. Assesses No. 11-006-15-0040-6 free from all encumbrances which is butted and bounded as follows where ingress & egress of the premises is 33 (Thirty Three) Feet to (i) SRI INDRAJIT BANERJEE, (ii) SMT. DAMAYANTI BANERJEE GHOSH, (iii) PARTHA KHAN & (iv) SMT. GOPA BASU by virtue of a Deed of Conveyance dated 23RD April, 2024 which was duly registered in the office of the Sub-Register, Sealdah and recorded in Book No.- 1, Volume No.- 1606-2024, Pages from 42738 to 42761, Being No.- 160601565 for the year 2024 and the said Purchaser was mutated his name in the records of the Kolkata Municipal Corporation as the absolute owners of the said premises.

AND WHEREAS SRI INDRAJIT BANERJEE AND SMT. DAMAYANTI BANERJEE GHOSH sold ALL THAT "Undivided and Undermarketed Share" admeasuring 200 Square feet land and 167 Square feet pucca Structure out of piece and parcel of land measuring about 2 Cottahs 8Chittaks 4 Sq. ft. more or less with 90 years old one storied building standing thereon comprising of built up area 1500 Square feet on Ground floor solely self residential use lying and situated at Premises No. 33B, Kali Kumar Banerjee Lane, P.O.-'Cossipore', P.S.: 'Chitpur', Kolkata 700 002, Ward No. 06, Borough No. I of KMC Assesses No. 11-006-15-0057-1 free from all encumbrances which is butted and bounded as follows where ingress & egress of the premises is 03 (Six) Feet common passage to (i) SRI KRISANU BHATTACHARYA, (ii) PARTHA KHAN & (iii) SMT. GOPA BASU by virtue of a Deed of

Conveyance dated 23RD April, 2024 which was duly registered in the office of the Sub-Register, Sealdah and recorded in Book No.-I, Volume No.- 1606-2024, Pages from 42786 to 42809, Being No.- 160601566 for the year 2024 and the said Purchaser was mutated his name in the records of the Kolkata Municipal Corporation as the absolute owners of the said premises.

AND WHEREAS SRI PARTHA KHAN AND SMT. GOPA BASU sold ALL THAT "Undivided AND Undermarketed Share" admeasuring 200 Square feet land and 114.28 Square feet pucca Structure out of piece and parcel of land measuring about comprising land area of 2 Cottahs more or less with 80 years old two storied building standing thereon comprising of built up area 1200 Square feet on Ground floor and 400 Square feet on 1st floor solely self residential use lying and situated at Premises No. 11A, Govinda Paul Lane, P.O.- 'Cossipore', P.S.: 'Chitpur', Kolkata 700 002, Ward No. 06, Borough No. I of KMC Assesses No. 11-006-09-0026-7 free from all encumbrances which is butted and bounded as follows where ingress & egress of the premises is 08 (Eight) Feet to (1) SRI KRISANU BHATTACHARYA, (ii) SRI INDRAJIT BANERJEE, (iii) SMT. DAMAYANTI BANERJEE GHOSH by virtue of a Deed of Conveyance dated 23RD April, 2024 which was duly registered in the office of the Sub-Register, Sealdah and recorded in Book No.- I, Volume No.- 1606-2024, Pages from 42810 to 42832, Being No.- 160601567 for the year 2024 and the said Purchaser was mutated his name in the records of the Kolkata Municipal Corporation as the absolute owners of the said premises.

And since then the said property as described in Schedule - A, Schedule - B and Schedule C has been merged or amalgamated in the Premises No. 34, KALI KUMAR BANERJEE LANE, P.O.-'Cossipore', P.S.: 'Chitpur', Kolkata - 700.002, Ward No. 06, Borough No. I of KMC Assesses No. 11-006-15-0040-6 free from all encumbrances which is butted and bounded as follows where ingress & egress of the premises is 33 (Thirty Three) Feet, as the joint ownership of (i) SRI KRISANU BHATTACHARYA, (ii) SRI INDRAJIT BANERJEE, (iii) SMT. DAMAYANTI BANERJEE GHOSH, (iv) PARTHA KHAN & (v) SMT. GOPA BASU and the premises belonging as 7Cottah - 1Chittak-4Sq. Ft. AND WHEREAS the Owners herein desire to make construction of building in the said property and for which he negotiated with the present Developer to develop and to make construction multi-storied building in the said property according to the plan which will be sanctioned by the Kolkata Municipal Corporation and the Developer also has agreed to develop the said property by investing

his own money on the basis of some terms and condition mentioned in this Development Agreement and to avoid any future dispute between the parties have agreed to enter into the said agreement as hereunder written.

AND WHEREAS the Owners herein have decided and agreed to get the said property mentioned in the SCHEDULE "A" below written hereunder, developed by Constructing a multi-storied building upon it through and at the costs and expenses of the Developers namely M/S. TRIKUTA INFRA and in this effect the Owners herein have executed a Registered Development Agreement dated 21.05.2024, which was registered in the office of A.D.S.R. at Sealdah and recorded in Book No. 1, Volume No.1606-2024, Pages from 77459 to 77506, being Deed No.160602420 for the year 2024 and also the Owners executed a Registered Development Power of Attorney dated 21.06.2024 in favor of Developers, which was registered before A.D.S.R. at Sealdah and recorded in Book No. I, Volume No.1606-2024, Pages from 77507 to 77537, being Deed No.160602422 for the year 2024.

AND WHEREAS with a view to construct a multi-storied building on the land of the said property mentioned in the SCHEDULE "A" below, the Developers herein caused a building plan sanctioned by Kolkata Municipal Corporation vide Permit no. _____ dated _____ and commencement of construction of a multi-storied building on the said land consisting of several independent flats/apartment, garage, shop/units and other spaces as per the said sanctioned building plan on the property mentioned in the SCHEDULE – "A" below and also registered this project under West Bengal Real Estate Regulatory Authority vide registration no. _____ dated _____.

The "Owners" herein declares that -

That the "said Premises" is free from all encumbrances, charges, liens and attachments and there is no Notice in existence respecting acquisition or requisition thereof by any Governmental or Semi Governmental Authorities or Statutory or any other authorities.

None other than the Owners herein have interest, claim, demand whatsoever and howsoever in each of their respective Plot of land and/or structure standing thereon.

The Owners is holding his plot within the ceiling limit of Urban Land (Ceiling and Regulation Act, 1976)

The Owners has not entered into any agreement for sale, transfer, development, lease or any agreement whatsoever with anybody else excepting the Developer herein in respect of each of their respective plots or part thereof mentioned herein.

That the Owners are interested in offering each of their respective plots jointly for development and also the Owners desire to develop the same jointly with the developer as named herein.

That the Vendors and Developer herein have intend to sale from the allocation of the Developer and the PURCHASERS herein have agreed to purchase ALL THAT self contained Residential Flat being no. _____ on the _____ floor situated in the _____ side of the building measuring about _____ sq. ft. (Approx) Super built up area (including service area) Carpet area measuring _____ Sq.ft consisting of _____ Bed Rooms, _____ Toilets, One Dinning cum Living, One Kitchen and One Balcony with Vitrified Tiles flooring and Lift facility along with of the Multistoried Building more fully described in the Schedule 'B' , hereinafter referred to as the said " Flat " including all rights to use as common service - areas of the said building, more fully described in the Schedule 'D' hereinafter appearing lying and situated at G+____) storied building namely “_____” standing thereon, which is situated at Premises No. 34, Kali Kumar Banerjee Lane, P.O.- Cossipore, P.S. Chitpur, Kolkata 700002, Ward No. 06, Borough No. 1, Assesses No. 11-006-15-0040-6, A.D.S.R. at Sealdah, District 24 Parganas (South), together with all easement rights over the said property together with the undivided, proportionate, impartible share of land more fully and particularly described in First Schedule.

AND WHEREAS the Agreement for Sale dated _____ between OWNERS/VENDORS, Developer and PURCHASERS the PURCHASERS agreed to purchase and VENDORS and Developer agreed to sell ALL THAT self contained Residential Flat being no. _____ on the _____ floor situated in the _____ side of the building measuring about _____ sq. ft. (Approx) Super built up area (including service area) Carpet area measuring _____ Sq. ft consisting of _____ Bed Rooms, _____ Toilets, One Dinning cum Living, One Kitchen and One Balcony with Vitrified Tiles flooring and Lift facility of the Multistoried Building more fully described in the Schedule 'B' , hereinafter referred to as the said " Flat " including all rights to use as common service - areas of the said building, more fully described in the Schedule 'D' hereinafter appearing lying and situated at (G+____) storied building namely “_____” standing thereon, which is situated at Premises No. 34, Kali Kumar Banerjee Lane, P.O.- Cossipore, P.S. Chitpur, Kolkata 700002, Ward No. 06, Borough No. 1, Assesses No. 11-

006-15-0040-6, A.D.S.R. at Sealdah, District 24 Parganas (South), together with all easement rights over the said property, together with proportionate share in the land on which the said entirely has been constructed and equal right over and in respect of the common area more fully described in the SCHEDULE `` B`` hereunder written and plan annexed hereto at or for consideration of Rs. _____/- (Rupees _____) only with GST herein after referred to as the said Flat.

AT OR BEFORE THE EXECUTION OF THIS INDENTURE THE VENDORS HAS ASSURED AND REPRESENTED TO THE PURCHASERS AS FOLLOWS:

- a) THAT the VENDORS is seized and possessed of and/or otherwise well and sufficiently entitled to Schedule properties solely and absolutely morefully and particularly described in the Schedules hereunder written, free from all encumbrances and liabilities whatsoever.
- b) THAT the landed area of the VENDORS are not under the land ceiling or no excess vacant land comprised in the said landed property within the meaning of the West Bengal Land Reforms Act 1955.
- c) THAT no part or portion of the said premises is subject to any notice of Acquisition or Requisition or nor vested by the government of West Bengal.
- d) Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the PURCHASERS has agreed to purchase and acquire the entirety of the said landed property described in the schedules hereunder written, free of all encumbrances and charges for the consideration and subject to the terms and conditions herein after appearing.
- e) That the said landed property and/or the Premises hereto is in "Khas" peaceful possession of the VENDORS and no one else has any right of possession in any manner whatsoever.
- f) That the said property hereto is free from all encumbrances charges mortgages tenancies leases liens lispendens attachments debutters trusts uses claims demands acquisition requisition alignment and liabilities whatsoever or howsoever.
- g) That there is no suit or litigation or proceeding filed by or pending against the VENDORS or their predecessors-in-title in any court of law concerning the said landed property hereto.

- h) That prior to sale to the PURCHASERS, the VENDORS has never entered into any agreement for sale, mortgage, lease or otherwise transfer of their right title or interest in the said landed property hereto with any person or persons nor has otherwise dealt with the same.
- i) That the said landed property hereto is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and there is no Certificate case or proceeding against the VENDORS or its predecessors-in-title for realization of taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.
- j) That no declaration has been made or published for acquisition or requisition of the said landed property and the properties hereto or any portion thereof under the Land Acquisition Act or any other Act for the time being in force and that the said Unit and the properties hereto or any portion thereof is not affected by any notice of acquisition or requisition or alignment under any act or case whatsoever.
- k) That the said landed property and the properties hereto never ever vested in the Official Assignee or in the Receiver-in-Insolvency or any other Receiver.

NOW THIS INDENTURE WITNESS THAT in the premises aforesaid and in pursuance of the said agreement and in consideration of the sum of Rs. _____/- (Rupees _____) only with GST only of good and lawful money of the Union of India well and truly paid by the PURCHASERS to the VENDORS (particulars of such payments are mentioned in the memo of consideration given hereunder) at or before the execution hereof (the receipt whereof the VENDORS does hereby and also by the receipt hereunder written, admit and acknowledge and of and from the same and every part thereof hereby acquit release and forever discharge the said PURCHASERS the said Premises together with land described in the schedule 'A' hereunder written whereupon the said Flat thereon described in the Schedule 'B' hereunder written) the VENDORS do hereby absolutely and indefeasibly sell, grant, transfer, convey, assign unto the PURCHASERS ALL THAT self contained Residential Flat being no. _____ on the _____ floor situated in the _____ side of the building measuring about _____ sq. ft. (Approx) Super built up area (including service area) Carpet area measuring _____ Sq.ft consisting of _____ Bed Rooms, _____ Toilets, One Dinning cum Living, One Kitchen and One Balcony with Vitrified Tiles flooring and Lift facility of the Multistoried Building more fully described in the Schedule 'B' , hereinafter referred to as the said " Flat " including all rights to use

as common service - areas of the said building, more fully described in the Schedule 'D' hereinafter appearing lying and situated at G+____) storied building namely “_____” standing thereon, which is situated at Premises No. 34, Kali Kumar Banerjee Lane, P.O.- Cossipore, P.S. Chitpur, Kolkata 700002, Ward No. 06, Borough No. 1, Assessee No. 11-006-15-0040-6, A.D.S.R. at Sealdah, District 24 Parganas (South), together with all easement rights over the said property, more fully described in the Schedule 'B' hereunder written and delineated in the map annexed herewith and marked with red OR HOWSOEVER OTHERWISE said landed property and or the said building standing thereon now is at any time hereto before were or was situated butted and bounded called , known numbered described or distinguished together with all erection, fixtures and fittings, sewers, drains, ways, paths, passages, light, rights, benefits or ancient or other rights, liberties whatsoever that is existing and will be installed affixed belonging or any way appertaining to or with same of any part thereof now are or at any time hereto were held, used, occupied or enjoyed therewith or reputed to belong or demand taken or known as per and parcel or numbered thereof or appurtenant thereto, with their and every of their appurtenances and the reversion and reversions, remainder and remainders, and the rents issues and profits of and from the said flat hereby granted , sold , transferred conveyed, assigned and assured or intended so to be and every part thereof.

AND ALL the estate, Right, Title, Interest, claim and demand whatsoever of the VENDORS unto or upon the said flat and the premises as described in schedules given hereunder and delineated in the plan annexed herewith and every part thereof, hereby sold, granted, transferred , conveyed, assigned and assured or expressed so or intended to be and every part thereof unto and to the use of the PURCHASERS absolutely and forever with easement and other rights, TO HAVE AND TO HOLD the said flat hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the PURCHASERS absolute and forever for a perfect and indefeasible estate or inheritance in free simple in possession without any manner or condition, use trust or other things whatsoever to alter defeat encumber or make void the same AND the VENDORS do the hereby covenant with the PURCHASERS that notwithstanding any act deed matter assurance or thing whatsoever by the VENDORS made, done, executed, occasioned or suffered to the contrary the VENDORS is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the said flat hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the PURCHASERS for the perfect and indefeasible estate of inheritance in the free simple in possession without any manner or hindrance, lawful, eviction, interruption, claim or demand whatsoever from or by the VENDORS or any person or persons lawfully or equitably claiming or to claim from, under or in trust for the VENDORS and that free and clear and freely and clearly and

absolutely acquired exonerated or discharged or otherwise by the VENDORS well and sufficiently save, defend, kept harmless and indemnified from and against all the manner of former or other estate encumbrance claim, demands, charges, liens, lis pendens, debts, and attachments whatsoever, had made done executed occasioned or suffered by the VENDORS or any person claiming from, through, under, or in trust for the VENDORS into and upon the said flat hereby granted, sold, transferred, conveyed assigned and assured or expressed or intended so to be unto and the use of the PURCHASERS for a perfect and indefeasible estate of inheritance without any manner or conditions, use, trust or other things whatsoever to alter, defeat, encumber, or make void and the same and that notwithstanding any such act deed matter or thing whatsoever as aforesaid the VENDORS has good right, full power and absolute authority to grant, sale, transfer convey, assign and assure by these present the said flat and/or the Premises hereby grant, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the PURCHASERS in manner aforesaid AND that the PURCHASERS are hereby accept the peaceful possession of the VENDORS over the Schedule landed property shall and may from time to time and at all times hereafter peacefully and quietly possess and enjoy the said Premises hereby granted, sold, transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the PURCHASERS in manner aforesaid in the absolute owner thereof and receive the rents, issue, and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the VENDORS or any person or persons lawfully or equitably claiming or to claim for and under or in trust for the VENDORS that free and clear and freely and clearly and absolutely acquired exonerated discharged as otherwise by the VENDORS all and sufficiently saved, defended, kept harmless and indemnified, from and against all and all manner of former or otherwise estate right, title lease, mortgage, charges trust, debuttars, attachments, executions, lispendences, claims, demands and encumbrances, whatsoever done occasioned or suffered by the VENDORS or any person or persons lawfully and equitably claiming or to claim by, form, through, under or in trust for the VENDORS AND further the VENDORS from time to time and at all times hereafter at the request and costs of the PURCHASERS do and execute all such acts, deeds, matters, assurances, and things whatsoever for further better or more perfectly and effectually granting transferring conveying assigning and assuring the said flat and/or the Premises hereby granted sold transferred conveyed assigned assured every part thereof unto and to the use of the PURCHASERS in the manner aforesaid as shall or may be responsibly required and the PURCHASERS shall be entitled to the electric connection in the said flat and/ or to take meter in his/her name at his /her own costs and also to take telephone, telex, fax, gas connections, etc. separately in the said flat AND that the VENDORS shall render all possible help and co-operation to the PURCHASERS for the purpose of mutation of the PURCHASERS' name in the records of settlement or South Dum Dum Municipality and the PURCHASERS shall remain liable to pay all

taxes and rents and that the PURCHASERS shall also be entitled to sell, lease, mortgage, gift or otherwise alienate the said flat hereby sold and conveyed according to his/her/its will.

THE FIRST SCHEDULE ABOVE REFERRED TO (THE PREMISES)

(Description of the entire property)

ALL THAT piece and parcel of land measuring about of 7 (seven) Cottahs 1 (one) Chittack 4 (four) Square Feet more or less together with (G+____) storied building namely “_____” standing thereon, which is situated at Premises No. 34, Kali Kumar Banerjee Lane, P.O.- Cossipore, P.S. Chitpur, Kolkata 700002, Ward No. 06, Borough No. 1, Assesses No. 11-006-15-0040-6, A.D.S.R. at Sealdah, District 24 Parganas (South), together with all easement rights over the said property, butted and bounded by:

On the NORTH : 20 Feet Common Passage;

On the SOUTH : Kali Kumar Banerjee Lane;

On the EAST : 6D/3, B. T. Road, 6D/1, B.T.Road and 6F, B.T. Road;

On the WEST : 33A & 33B, Kali Kumar Banerjee Lane and 11A, Gobinda Paul Lane

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO (UNIT)

(The Flat to be conveyed)

The said dwelling flat being booked/allotted property: ALL THAT self contained Residential Flat being no._____ on the ____ floor situated in the _____ side of the building measuring about _____ sq. ft. (Approx) Super built up area (including service area) Carpet area measuring _____ Sq. ft. consisting of _____ Bed Rooms, _____ Toilets, One Dinning cum Living, One Kitchen and One Balcony with Vitrified Tiles flooring and Lift facility of the Multistoried Building and cover parking no with parking space 135 Sq. Ft. together with the undivided, proportionate, impartible share of land morefully and particularly described in First Schedule referred to hereinabove and hereunder allocable to the PURCHASERS in a good finished and habitable condition and constructed as per specification mentioned in the Third Schedule hereunder for their exclusive use and enjoyment together with undivided proportionate common rights in common portions and common amenities

as per Fourth Schedule hereunder together with undivided impartible proportionate share of freehold right in the demised land particularly described in the First Schedule hereunder written, TOGETHER WITH all common facilities and amenities provided for Flat Owners.

THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON AREA)

The common areas and facilities mentioned in the present deed shall be including:

- 1) The PURCHASERS shall be titled to all rights privileges vertical and lateral easement quasi-easement appendages and appurtenances whatsoever belonging or in any way appertaining to the flat together with usually held used occupied or enjoyed or reputed or known as part or parcel thereof of appertaining thereto.
- 2) The right of access for the PURCHASERS of the said building at all times and for all normal purpose connected with the use and enjoyment of the staircase of all floor, staircase landing, top roof, common passages of all side of the building areas and electrical installation area.
- 3) The right of way in common as aforesaid at all times connected with reasonable use and enjoyment of all the Owners in the building. It is therefore declared that nothing here contained shall permit the PURCHASERS or any person deriving title from the PURCHASERS to observe the same in any way or deposit materials rubbish or otherwise obstruct the free passage of other person or persons including the VENDORS/Owners.
- 4) The PURCHASERS shall have the right to enter into with or without workmen and necessary materials from time to time upon the other common parts of the building and premises for the only purpose of repairing so far as may be necessary the pipes drains wires and conducts aforesaid and for the purpose of re building repairing or cleaning as aforesaid and which cannot be reasonably be carried on without such entry and in all cases upon giving 48 hours previous notice from the Building Owners Association in writing of their intention the PURCHASERS may enter into all such other flats and common areas of the said building only for the purpose of such repairs which otherwise cannot be done and the flat Owners will be liable to clean and clear all the passages in their joint cost.
- 5) The PURCHASERS shall have the right to enter into the land on which the building is located and all easements, right and appurtenances belonging to the said unit of the building.
- 6) The PURCHASERS shall have the right to enter into the common passages and other easement right on the Building in question.
- 7) The PURCHASERS shall have the right to Water Pump, Water Tank, Water Pipes, underground water storage tank and other common plumbing installation for the Flat Owners.
- 8) The PURCHASERS shall have the right to Electrical installation (main meter box), Electrical Wiring, Meters Room, fittings.

- 9) The PURCHASERS shall have the right to Water and Sewerage evacuation pipes from the units to drains to drains and sewers common to the Building.
- 10) The PURCHASERS shall have the right to Drainage and sewerage evacuation pipes from the units to the Municipal Drainage.
- 11) The PURCHASERS shall have the right to enter into such other parts areas, equipments , installations fixtures ,fittings and spaces in or about the said building as are necessary for passage to use and occupation of the units in common and as are specified expressly to be the common parts after construction of the building.

THE FOURTH SCHEDULE ABOVE REFERRED TO (RESTRICTION)

As from the date of possession of the said unit, the PURCHASERS agrees and covenants: -

- 1) To Co – operate with the other co – PURCHASERS in the management and maintenance of the said Building.
- 2) To observe the rules framed time to time by the Building Owner's Association and peaceful enjoyment of the said building as a decent building.
- 3) To pay and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and / or in respect of the said Building including those mentioned in the SCHEDULE E hereunder written.
- 4) Not to throw any dirty rubbish or refuse articles in the common parts save and except to such extent and at such place or places as may be specified and / or permitted by the Building Owners Association formed for the purpose of rendering of common services.
- 5) Not to carry any obnoxious noisy offensive, illegal or immoral activity in the said unit.
- 6) Not to create any nuisance or annoyance or disturbance to the other co- PURCHASERS and / or occupants of the other portions of the building and /or unit and /or the neighbors.
- 7) Not to claim any right in any other part of the building save as may be necessary for ingress and egress of men , materials , utilities , pipes , cables and lines to be installed in the said unit and in particular not to claim any right on the outer space room or terrace save as it be expressly granted thereof.
- 8) Not to keep any goods or other items for display or otherwise in the corridors or other places of the common use in the free movement in the corridors and other places of common use in the building and cause any hindrance shall be cause in any manner in the free movement in the corridors and other places of common use in the building and in case any hindrance is caused the owners and / or other co – PURCHASERS shall be entitled or remove the same at the risk and cost of the PURCHASERS and vice – versa.

- 9) To observe the rules strictly framed or to be framed by the Owners and / or such body for the Flat Owners which may be entrusted in this behalf regarding the mode of use of the unit and properties appurtenant thereto.
- 10) Not to erect any structures or obstruction on the common parts.
- 11) Not to put any Name plate on any other places save and except the place on the outside wall of individual unit.
- 12) Not to claim any partition or sub – division of undivided share in the land underneath the building and / or remaining comprised in the said premises in case the Owner do not construct the entire constructed area.
- 13) To keep the said unit in a good state of repair and condition.
- 14) To allow the co-PURCHASERS the rights of easements and / or quasi easements as are usually applicable to the Flats in Ownership building.
- 15) Not to use the flat for any commercial or business purpose either for his/her own or for any member of their family and/or by their tenant.
- 16) No birds or animals of the other flat comprised in the said building shall be kept in the said flat.
- 17) Not to do anything whereby the other co-PURCHASERS are obstructed in or prevented from exclusive enjoyment of their respective unit and the common parts.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

- a) All costs of maintenance , operations , repairs , replacement, services and white washing, painting, rebuilding, reconstructing, decorating, redecorating of all other common areas / parts its fixtures, fittings, electrical wiring, equipments and maintenance of in under or upon the building enjoyment or used common by the occupiers of the building.
- b) The salaries and other expenses incurred for and payable to any persons employed for common purposes including security, electrician, maintenance, plumber, administration of the Building.
- c) Electricity expenses for lighting all the common parts outer walls and of the Building and for operation of all the common areas.
- d) The salaries of and all other expenses on the staff, clerk, chowkidars, sweepers, care-takers etc. to be employed for the common purposes.

IN WITNESS WHEREOF the parties hereto put their respective signature on the date month and year hereinabove written.

SIGNED SEALED & DELIVERED BY

THE VENDORS In presence of:-

1.

Signature of the Developer along with
constituted Attorney of Vendors

2.

SIGNED SEALED & DELIVERED BY

THE PURCHASERS In presence of:-

1.

Signature of the PURCHASERS

2.

Drafted and prepared by me:-

Advocate

MEMO OF CONSIDERATION

RECEIVED from the within named PURCHASERS the within mentioned sum of Rs. _____/- (Rupees _____) only with GST only being the total consideration payable under these presents in the manner following:

MEMO

SL No	Mode of Payment	RS.
1		
2.		
3.		
4.		
5.		

SIGNED AND DELIVERED in
the presence of:-

WITNESS:

1)

2)

Signature of the Developer along with
constituted Attorney of Vendors

TRIKUTA INFRA
Abhishek Shaw
Partner

Signature of the Developer