

DEED OF COVEYANCE

THIS DEED OF CONVEYANCE is made on the Day of
in the year 2023, Two Thousand and Twenty
Three.

BETWEEN

M/s. BHAWANI ENCLAVES PRIVATE LIMITED, (CIN-U72900WB2007 PTC119416 (PAN-AADCB3033E) a private limited company incorporated under the Companies Act, 1956 and existing within the meaning of the Companies Act, 2013, having its Registered Office at 4/2, Agrasain Street, Howrah -711 204, P.O: Liluah, P.S: Belur, in the State of West Bengal, herein represented by its present Director MR. MAHESH KUMAR SHARMA, (AADHAAR NO: 3063 0701 8720), (PAN: AKUPS8227K son of Late Keshar Deo Sharma, by faith-Hindu, by Nationality-Indian, by occupation- Business, residing at 34 RNRC Ghat Road, P.O.-Howrah, P.S.-Shibpur, District-Howrah, Pin Code-711102, West Bengal represented by the Constituted Power of Attorney Holder "**TIRUPATI CONSTRUCTION**" a Partnership Firm, having its office at Digambar Biswas Road, Dharampur near Income Tax Office, P.O. & P.S. Chinsurah, District-Hooghly, PIN -712101, PAN - AAPFTI617F, represented by its Partner's namely **1.SRI SUJIT KUMAR DEY**, PAN. AG1PD4345E, son of Sri Sukumar Dey, **2. SUSAMA DEY** PAN APUPD0345L WO sujit kumar Dey ,all are by caste- Hindu, Indian Citizen, by profession-Business, all are presently residing at Digambar Biswas Road; Dharampur, opposite Rammohan Vidyapith Primary School, P.O. & PS. Chinsurah, District Hooghly, PIN - 712101 having hereinafter collectively referred to as "**OWNERS**" (which terms and expressions shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives, and assigns) of the **FIRST PART**.

AND

(1) _____, PAN – _____ son of _____, by
 caste-Hindu, Indian Citizen, by occupation- _____, residing at – _____

, hereinafter called the "**PURCHASERS**" (which expression or term shall unless repugnant to the subject or context be deemed to mean and include their legal heirs, successors, executors administrators representatives and assigns) of the **SECOND PART**.

AND

"TIRUPATI CONSTRUCTION" a Partnership Firm, having its office at Digambar Biswas Road, Dharampur near Income Tax Office, P.O. & P.S. Chinsurah, District Hooghly, PIN -712101, PAN - AAPFTI617F, represented by its Partners namely **1.SRI SUJIT KUMAR DEY** (PAN AGJPD4345E), son of Sri Sukumar Dey, **2.SMT. SUSAMA DEY**, (PAN - APUPD0345L), Wife of Sri Sujit Kumar Dey, both by caste-Hindu, Indian Citizen, both by profession- Business, both are presently residing at Digambar Biswas Road, Dharampur opposite Rammohan Vidyapith Primary School, P.O. & PS - Chinsurah, Dist: Hooghly, PIN -712101, hereinafter referred to as "**THE DEVELOPER**" (which terms and expression shall unless excluded by or repugnant to the subject context, be deemed to mean and include their heirs, successors, their partnership firm or company, in office executors and assigns) of the **THIRD PART**.

- 1) WHEREAS One Kumud Nath Mukhopadhyay was the absolute owner of the Land admeasuring 04 (Four) Bigha 19 (nineteen) Cottahs 03 (Three) Chittacks and 23 (Twenty Three) Square Feet, in Mouza- Chinsura, J.L. No. 20, in C.S Dag No. 133, Khatian No. 43, P.S.- Chinsurah, District- Hooghly along with other properties being seized and possessed of the same by practicing cultivation and harvesting and his name was recorded

in the final published C.S. Record of right and it was the reflection of his property title.

- 2) AND WHEREAS on introduction of the West Bengal Estate Acquisition Act the said Kumud Nath Mukhopadhyay became the absolute owner of the said land and his name was recorded in the Revisional Survey record of rights.
- 3) AND WHEREAS the said Kumud Nath Mukhopadhyay while enjoying the aforesaid properties died intestate leaving behind his only son Debendra Nath Mukhopadhyay as his only legal heir and successor. Be it mentioned that the wife of Late Kumud Nath Mukhopadhyay predeceased him.
- 4) AND WHEREAS by virtue of aforesaid inheritance the said Debendra Nath Mukhopadhyay thus became the absolute owner of the said property.
- 5) AND WHEREAS on introduction of Revisional Survey the aforesaid land was recorded as R.S. Dag No. 133 under R.S. Khatian No. 43, of Mouza- Chinsurah.
- 6) AND WHEREAS the said land was declared as the retained land of the then owner under the provision of Urban Land (Ceiling and Regulation) Act on enactment of the said Act.
- 7) AND WHEREAS the said Debendra Nath Mukhopadhyay authorized one Mr. Jugal Krishna Ghosh to look after and manage the affairs of the said Landed Property, the said Jugal Krishna Ghosh being the permanent employee of M/s. Tribeni Tissue Ltd.
- 8) AND WHEREAS on introduction of the Operation Barga as per provision of the West Bengal Land Reforms Act 1955 the name of the said Jugal Krishna Ghosh was recorded in the Revisional settlement records as a Bagadar under the Rayath Debendra Nath Mukhopadhyay for the Land at Mouza- Chinsura, J.L. No. 20, Ward No. 22, in R.S Dag No. 133, admeasuring 04 (Four) Bigha 19 (nineteen) Cottahs 03 (Three) Chittacks and 23 (Twenty Three) Square Feet, which fact was admitted by the said Jugal Krishna Ghosh also.

- 9) AND WHEREAS the said Debendra Nath Mukhopadhyay died intestate, leaving behind him surviving his one son and two married daughters namely (i) Dilip Mukhopadhyay, (ii) Smt. Dolly Chattopadhyay and (iii) Smt. Manimal Bandopadhyay respectively, the wife of the said Debendra Nath Mukhopadhyay predeceased long before the said Debendra Nath Mukhopadhyay.
- 10) AND WHEREAS on introduction of Land and Land reforms Act the aforesaid land was recorded as L.R. Dag No 239 under L.R. Khatian No. 8263, of Mouza-Chinsurah, J.L. No. 20,.
- 11) AND WHEREAS the aforesaid legal heirs of the said Debendra Nath Mukhopadhyay, jointly became the absolute owners of the entire land and each of them became the owner of undivided 1 / 3rd share, right, title and interest in the said Land in Mouza-Chinsurah , J.L. No. 20, Ward No. 22, in R.S Dag No. 133, L.R Dag No. 239, admeasuring 04 (Four) Bigha 19 (nineteen) Cottahs 03 (Three) Chittacks and 23 (Twenty Three) Square Feet.
- 12) AND WHEREAS the aforesaid legal heirs of Debendra NathMukhopadhyay (since deceased) namely (i) Dilip Mukhopadhyay, (ii) Smt. Dolly Chattopadhyay and (iii) Smt. Manimal Bandopadhyay, sold, transferred, conveyed, assigned and assured unto the said Jugal Krishna Ghosh - the Bargadar of the land, the entire said Land in Mouza-Chinsurah , J.L. No. 20, Ward No. 22, in R.S Dag No. 133, L.R Dag No. 239, admeasuring 04 (Four) Bigha 19 (nineteen) Cottahs 03 (Three) Chittacks and 23 (Twenty Three) Square Feet by way of a Registered Deed of Sale Registered in the office of Additional District Sub - Registrar, Hooghly in Book No. I, Volume No. 16A, Pages from 240 to 247, Being No. 1198 for the year 1990.
- 13) AND WHEREAS as per provision of West Bengal Land Reforms Act 1955 the Barga right of said Jugal Krishna Ghosh was seized and he

became the Rayath of the entire land and further no one inducted as Bargadar of the aforesaid land.

- 14) AND WHEREAS the said Jugal Krishna Ghosh being the absolute owner of the aforesaid land free from all encumbrances and otherwise being seized and sufficiently entitle to the said Land 04 (Four) Bigha 19 (nineteen) Cottahs 03 (Three) Chittacks and 23 (Twenty Three) Square Feet, sold, transferred, conveyed, assigned
- 15) and assured 0.974 Acre of Land equivalent to about 02 (Two) Bighas 18 (Eighteen) Cottahs 14 (Fourteen) Chittacks 37 (Thirty Seven) Square Feet by way of Registered Deed of Sale out of the aforesaid total Land as comprised in R.S Dag No. 133, J.L No. 20, Sheet No. 2 in Mouza- Chinsura under P.S: Chinsurah, District Hooghly.
- 16) AND WHEREAS the said Jugal Krishna Ghosh thus retained the balance of the remaining Land as comprised in R.S Dag No. 133, J.L No. 20, Sheet No. 2 in Mouza-Chinsurah under P.S: Chinsura, District Hooghly, admeasuring about 02 (Two) Bighas 04 (Four) Chittacks 31 (Thirty One) Square Feet, but in physical measurement the said Land admeasured only 02 (Two) Bighas, (as morefully and particularly described in the Part - I of the First Schedule written hereunder below) and accordingly the said Jugal Krishna Ghosh caused to get his name mutated in the Settlement Records in LR. Khatian No. 8243 R.S Dag No. 133, L.R. Dag No. 239 in Mouza-Chinsurah having the nature of land recorded as "Shah"
- 17) AND WHEREAS the said Jugal Krishna Ghosh being the absolute owner of the aforesaid remaining portion of the "Shah" land and otherwise being seized possessed and sufficiently entitle thereto, sold, transferred, conveyed, assigned and assured unto M/s. Bhawani Enclaves Private Limited, the Land admeasured only 13 Cottahs 15 Chittacks 15 Sq. ft. out of 02 (Two) Bighas or 40 (Forty) Cottahs, comprised in LR. Khatian No. 8243 R.S Dag No. 133, L.R. Dag No. 239 in Mouza- Chinsura under

Chinsura Police Station, District Hooghly (as morefully and particularly described in the Part - I of the First Schedule written hereunder below) by way of Registered Deed of Sale, dated 25th Day of March, 2008 and registered in the Office of the District Sub - Registrar, Hooghly in Book No. I, Being No: 1353 of 2008.

- 18) AND WHEREAS the said Jugal Krishna Ghosh again sold, transferred, conveyed, assigned and assured unto M/ s. Bhawani Enclaves Private Limited, the rest of Land admeasured only 13 Cottahs 15 Chittacks 15 Sq. ft. out of 02 (Two) Bighas or 40 (Forty) Cottahs, comprised in LR. Khatian No. 8243 R.S Dag No. 133, L.R. Dag No. 239 in Mouza- Chinsura under Chinsurah Police Station, District Hooghly (as more fully and particularly described in the Part - I of the First Schedule written hereunder below) by way of another Registered Deed of Sale, dated 25th Day of March, 2008 and registered in the Office of the District Sub - Registrar, Hooghly in Book No. I, Being No: 1354 of 2008
- 19) AND WHEREAS the said Jugal Krishna Ghosh thereafter sold, transferred, conveyed, assigned and assured unto M/ s. Bhawani Enclaves Private Limited, the rest of Land admeasured only 13 Cottahs 15 Chittacks 15 Sq. ft. out of 02 (Two) Bighas or 40 (Forty) Cottahs, comprised in LR. Khatian No. 8243 R.S Dag No. 133, L.R. Dag No. 239 in Mouza-Chinsurah under Chinsurah Police Station, District Hooghly (as more fully and particularly described in the Part - I of the First Schedule written hereunder below) by way of Registered Deed of Sale, dated 25th Day of March, 2008 and registered in the Office of the District Sub - Registrar, Hooghly in Book No. I, Being No: 1355 of 2008.
- 20) AND WHEREAS by virtue of aforesaid three separate deeds the said M/ s. Bhawani Enclaves Private Limited thus became the absolute owner of the entire land measuring about 02 (Two) Bighas or 40 (Forty) Cottahs, comprised in LR. Khatian No. 8243 R.S Dag No. 133, L.R. Dag No. 239 in Mouza-Chinsurah under Chinsurah Police Station, District- Hooghly.

- 21) AND WHEREAS the Land Owner herein further caused to get their names also mutated in the Municipal Records with Chinsurah Municipality in respect of the aforesaid Land admeasured only 02 (Two) Bighas corresponding to 40 (Forty) Cottahs in Mouza- Chinsurah, P.S: Chinsurah comprised in R.S Dag No. 133, Corresponding to L.R Dag No. 239 further corresponding in L.R Khatian No. 12318 admeasuring about 0.6630 Acre having classification of "Housing Complex" being allotted a Holding No. 961/7 (New) M. G. Road (Mahatma Gandhi Road).
- 22) AND WHEREAS One Satish Chandra Ghosh was the absolute owner of the adjacent Land in Mouza- Chinsurah, J.L. No. 20, in C.S Dag No. 132 under C.S. Khatian No. 49, P.S: Chinsurah, in District Hooghly admeasuring 27 Cottahs 13 Chittacks 3 Sq. ft. equivalent to 0.461 Acre, being seized and possessed of the same by practicing cultivation and harvesting and his name was recorded in finally published C.S. Records of right and it was the reflection of his property title.
- 23) AND WHEREAS on introduction of the West Bengal Estate Acquisition Act the said Satish Chandra Ghosh became the absolute owner of the said land and his name was recorded in the Revisional Survey record of rights.
- 24) AND WHEREAS on introduction of Revisional Survey the aforesaid land was recorded as R.S. Dag No. 132 of Mouza- Chinsurah.
- 25) AND WHEREAS the said land was declared as the retained land of the then owner under the provision of Urban Land (Ceiling and Regulation) Act on enactment of the said Act.
- 26) AND WHEREAS during the life time of Satish Chandra Ghosh, the said Satish Chandra Ghosh transferred, assigned, assured and gifted the aforesaid entire 0.461 Acre of Land in Mouza- Chinsurah, J.L. No. 20, Ward No. 22, in R.S Dag No. 132 hereinaftre referred to the said land along with other properties under P.S: Chinsurah in District Hooghly to his son absolutely and forever namely Jugal Krishna Ghosh by way of Registered

Deed of Gift registered in the Office of Additional District Sub - Registrar, Chinsurah Hooghly in Book No. I, Pages from 133 to 135 Being No. 272 for the year 1996.

- 27) AND WHEREAS on introduction of Land and Land reforms Act the aforesaid land was recorded as L.R. Dag No 238 under L.R. Khatian No. 5472, of Mouza-Chinsurah, J.L. No. 20.
- 28) AND WHEREAS the said Jugal Krishna Ghosh being the absolute owner thereof the said Land admeasuring 0.461 Acre of Land in Mouza-Chinsurah, J.L. No. 20, Ward No. 22, comprised in R.S Dag No. 132, L.R Dag No. 238 under P.S: Chinsurah in District Hooghly, (as more fully and particularly described in the Part - II of the First Schedule written hereunder below) and accordingly the said Jugal Krishna Ghosh caused to get his name mutated in the Settlement Records in LR. Khatian No. 5472 R.S Dag No. 133, L.R. Dag No. 238 in Mouza-Chinsurah having the nature of land recorded as "Shah"
- 29) AND WHEREAS the said Jugal Krishna Ghosh being the absolute owner of the aforesaid "Shah" land and otherwise being seized possessed and sufficiently entitle thereto, sold, transferred, conveyed, assigned and assured unto M/s. Bhawani Enclaves Private Limited, Land admeasuring 13 Cotaths 14 Chittacks 4 Sq. ft. out of 27 Cottahs 13 Chittacks 3 sq. ft. of Land in Mouza- Chinsurah, J.L. No. 20, Ward No. 22, comprised in R.S Dag No. 132, L.R Dag No. 238, L.R Khatian No. 5472 under P.S: Chinsurah in District Hooghly, (as morefully and particularly described in the Part - II of the First Schedule written hereunder below) by way of Registered Deed of Sale, both dated 30th Day of April, 2008 and registered in the Office of the District Sub - Registrar, Hooghly Sadar in Book No. I, Being No 1678 of 2008
- 30) AND WHEREAS the said Jugal Krishna Ghosh again sold, transferred, conveyed, assigned and assured unto M/ s. Bhawani Enclaves Private Limited, the rest of Land admeasuring 13 Cotaths 14

Chittacks 4 Sq. ft. out of 27 Cottahs 13 Chittacks 3 sq. ft. of Land in Mouza- Chinsurah, J.L. No. 20, Ward No. 22, comprised in R.S Dag No. 132, L.R Dag No. 238, L.R Khatian No. 5472 under P.S: Chinsurah in District Hooghly, (as morefully and particularly described in the Part -II of the First Schedule written hereunder below) by way of another Registered Deed of Sale, both dated 30th Day of April, 2008 and registered in the Office of the District Sub - Registrar, Hooghly Sadar in Book No. I, Being No:1680 of 2008.

- 31) AND WHEREAS by virtue of aforesaid two separate registered deeds the said M/s. Bhawani Enclaves Private Limited thus became the absolute owner of the entire lan measuring about 27 Cottahs 13 Chittacks 3 sq. ft. equivalent to 0.461 acre in Mouza- Chinsurah, J.L. No. 20, Ward No. 22, comprised in R.S Dag No. 132, L.R Dag No. 238, L.R Khatian No. 5472 under P.S: Chinsura in District Hooghly.
- 32) AND WHEREAS the said Kumud Nath Mukhopadhyay was the absolute owner of another Land in Mouza- Chinsurah, J.L. No. 20, in C.S Dag No. 149, under C.S. Khatian No. 43, admeasuring 03 (Three) Cottahs 07 (Seven) Chittacks and 09 (Nine) Square Feet, hereinafter referred to as the said land along with other proeptries being seized and possessed of the same by practicing cultivation and harvesting and his name was recorded in the finally published C.S. Records of right and it was the reflection of his property title.
- 33) AND WHEREAS the said Kumud Nath Mukhopadhyay died intestate leaving behind his only son namely Debendra Nath Mukhopadhyay as his only legal heir and successor. Be it mentioned that the wife of Late Kumud Nath Mukhopadhyay predeceased him.
- 34) AND WHEREAS on introduction of the West Bengal Estate Acquisition Act the said Debendra Nath Mukhopadhyay became the absolute owner of the said land and his name was recorded in the Revisional Survey record of rights.

- 35) AND WHEREAS on introduction of Revisional Survey the aforesaid land was recorded as R.S Dag No. 149 under R.S. Khatian No. 4088, in Mouza- Chinsura, J.L. No. 20. AND WHEREAS the said land was declared as the retained land of the then owner under the provision of Urban Land (Ceiling and Regulation) Act on enactment of the said Act.
- 36) AND WHEREAS the said Debendra Nath Mukhopadhyay authorized said Mr. Jugal Krishna Ghosh to look after and manage the affairs of the said Landed Property, the said Jugal Krishna Ghosh being the permanent employee of M/ s. Tribeni Tissue Ltd.
- 37) AND WHEREAS on introduction of the Operation Barga as per provision of the West Bengal Land Reforms Act 1955 the name of the said Jugal Krishna Ghosh was recorded in the Revisional settlement records as a Bagadar under the Rayath Debendra Nath Mukhopadhyay of the Land in Mouza- Chinsura, J.L. No. 20, in R.S Dag No. 149, admeasuring 03 (Three) Cottahs 07 (Seven) Chittacks and 09 (Nine) Square Feet, which fact was admitted by the said Jugal Krishna Ghosh also.
- 38) AND WHEREAS the said Debendra Nath Mukhopadhyay died intestate, leaving behind him surviving his one son and two married daughters namely (i) Dilip Mukhopadhyay, (ii) Smt. Dolly Chattopadhyay and (iii) Smt. Manimal Bandopadhyay respectively, the wife of the said Debendra Nath Mukhopadhyay predeceased long before the said Debendra Nath Mukhopadhyay.
- 39) AND WHEREAS by operation of law, the aforesaid legal heirs of the said Debendra Nath Mukhopadhyay, each of them became the absolute owners of undivided 1 / 3rd share, right, title and interest in the said Land in Mouza-Chinsurah, J.L. No. 20, in R.S Dag No. 149, admeasuring 03 (Three) Cottahs 07 (Seven) Chittacks and 09 (Nine) Square Feet along with other properties and they also framed a scheme for plot of lands.
- 40) AND WHEREAS the aforesaid legal heirs of Debendra Nath Mukhopadhyay (since deceased) namely (i) Smt. Dolly Chattopadhyay, (ii)

Smt. Manimal Bandopadhyay, 8s (iii) Dilip Mukhopadhyay jointly sold, transferred, conveyed, assigned and assured unto the said Jugal Krishna Ghosh the entire land right, title, interest and liberties Land in Mouza-Chinsurah, J.L. No. 20, in R.S Dag No. 133, 135, 136, 139, 143 and 149, in admeasuring 03 (Three) Cottahs 07 (Seven) Chittacks and 09 (Nine) Square Feet by way of a Registered Deed of Sale Registered in the office of Additional District Sub - Registrar, Hooghly in Book No. I, Volume No. 16A, Pages from 240 to 247, Being No. 1198 for the year 1990.

- 41) AND WHEREAS the said Jugal Krishna Ghosh being the absolute owner and otherwise being seized and sufficiently entitle to the entire land in J.L. No. 20, in R.S Dag No. 149, admeasuring 03 (Three) Cottahs 07 (Seven) Chittacks and 09 (Nine) Square Feet, sold, transferred, conveyed, assigned and assured said land to the son of said Late Debendra Nath Mukhopadhyay namely Dilip Kumar Mukhopadhyay by way of Registered Deed of Sale Dated 14.02.1990 registered in the Office of Additional District Sub Registrar, Chinsurah, Hooghly registered in Book No. I, Volume No. 16A, Pages from 256 to 263 Being No. 1200 for the Year 1990.
- 42) AND WHEREAS by virtue of aforesaid events the said Dilip Kumar Mukhopadhyay thus became the absolute owner of ALL THAT piece and parcel of Land admeasuring 03 (Three) Cottahs 07 (Seven) Chittacks and 09 (Nine) Square Feet, in Mouza-Chinsurah, J.L. No. 20, in R.S Dag No. 149, and while enjoying the same sold, transferred, conveyed, assigned and assured to one Smt. Kalyani Mondal and Others namely Sri Pradip Kumar Mondal, Sri Sanjib Kumar Mondal and Sri Bimal Kumar Mondal by way of a registered Deed of Sale dated 16.08.1990 registered in the Office of Additional District Sub Registrar, Chinsurah, Hooghly in Book No. I, Being No. 2888 for the year 1993.
- 43) AND WHEREAS the aforesaid Smt. Kalyani Mondal and Others, being absolute owners and otherwise sufficiently entitled to and being seized and possessed of ALL THAT piece and parcel of Land admeasuring

03 (Three) Cottahs 07 (Seven) Chittacks and 09 (Nine) Square Feet, in Mouza- Chinsurah, J.L. No. 20, in R.S Dag No. 149, sold, transferred, conveyed, assigned and assured the same entirely to one Sri Debasis Das by way of a Registered Deed of Sale dated registered

- 44) in the Office of the Additional District Sub Registrar, Chinsurah, Hooghly, in Book No. I, Volume No. 51, Pages from 165 to 174 Being No. 2543 for the year 2006.
- 45) AND WHEREAS the aforesaid Sri Debasis Das, being absolute owner and otherwise sufficiently entitled to and being seized and possessed of ALL THAT piece and parcel of Land in J.L. No. 20, consolidated in R.S Dag No. 149, L.R. Dag No. 250, admeasuring 03 (Three) Cottahs 07 (Seven) Chittacks and 09 (Nine) Square Feet, sold, transferred, conveyed, assigned and assured the same entirely (as more fully and particularly described in the Part - III of the First Schedule written hereunder below) to M/s. Bhawani Enclaves Private Limited, the Land Owner herein, by way of a Registered Deed of Sale dated 30.04.2008 registered in the Office of the Additional District Sub Registrar, Chinsurah, Hooghly, in Book No. I, Volume No. 37, Pages from 69 to 82 Being No. 1679 for the year 2008.
- 46) AND WHEREAS the Land Owner herein caused to get their names mutated in Is the Settlement Records in respect of the aforesaid ALL THAT piece and parcel of Land in J.L. No. 20, consolidated in R.S Dag No. 132, 133 and 149, L.R. Dag No. 239, 238 and 250, in Mouza- Chinsurah, under P.S; Chinsurah in District Hooghly and further the land owner applied for conversion of the aforesaid land on '2. observation of the formalities and upon inspection and satisfaction the authority concerned issued the Conversion certificate being no. IX-2/08/ SDL/CON/CM/ 11 for the year 2011 issued by Land and Land Reforms Officer Hooghly and in the L.R. record of rights the change of classification from "Shali" to "Housing

Complex" is recorded for the land (as morefully and particularly described in the Part - I, II and III of the First Schedule written hereunder below).

- 47) AND WHEREAS the Land Owners herein further caused to get their names also mutated in the Municipal Records with Chinsurah Municipality in respect of the aforesaid Land ALL THAT piece and parcel of Land in J.L. No. 20, consolidated in R.S Dag No. 149, L.R. Dag No. 250, admeasuring 03 (Three) Cottahs 07 (Seven) Chittacks and 09 (Nine) Square Feet further corresponding in L.R Khatian No. 12318 having classification of "Housing Complex" being allotted a Holding No. 961/7 (New).
- 48) AND WHEREAS the Land Owners herein have already mutated and converted the below mentioned Part -I, Part - II and Part - III Lands (as more fully and particularly described in the First Schedule written hereunder below) in their names with the Revisional Survey from "Shah? to Housing Complex in L.R Khatian No. 12318 comprised and consolidated in L.R. Dag Nos: 238, 239 and 250 respectively together with having mutated their names in the records and demand register of the Municipal Records of the Chinsurah Municipality to have a Holding No. 961/7 New) M.G. Road (Mahatma Gandhi Road) thereof.

AND

WHEREAS ALL THAT piece and parcel of bastu measuring about 0.167 Acres comprised in R.S Dag No. 125, L.R Dag No. 230, R.S Khatian No. 56, L.R Khatian No. 12558 within the Mouja and Police Station Chinsurah, J.L No 20 in the District of Hooghly corresponding to 976, M. G. Road under ward No. 22 under the Hooghly-Chinsurah Municipality which is more fully described in the SCHEDULE Below was originally owned and occupied by one Satish Chandra Ghosh, since deceased.

AND WHEREAS during the course of his absolute enjoyment of the property he recorded his name before the Settlement department in respect of the Schedule mentioned property and continue to enjoy the same and thereafter said Satish Chandra Ghosh duly executed a registered deed of gift on 22.01.1966 in favour of his son Tarak Chandra Ghosh, the said deed of gift was duly registered before the District Sub Registry office Hooghly and recorded in Book No. I, Volume No. 6, Pages 130 to 132, Being No. 171 for the year 1966.

AND WHEREAS during course of enjoyment of the said property, said Tarak Chandra Ghosh recorded his name in L.R Record of Rights in respect of the gifted property and accordingly the name of the said Tarak Chandra Ghosh recorded in L.R Dag No. 230, measuring about 0.167 acres of Sali land and during the course of enjoyment said Tarak Chandra Ghosh died intestate on 07.11.2002, leaving behind his wife Nandarani Ghosh and one son Mrityunjay Ghosh, two daughters Sadhana Ghosh and Chandana Ghosh as his only legal heirs.

AND WHEREAS by the death of said Tarak Chandra Ghosh the aforesaid four legal heirs each inherited undivided 1 / 4th share and continue to enjoy the same in a joint peaceful manner.

AND WHEREAS during course of joint peaceful enjoyment of the said property, the wife of said Tarak Chandra Ghosh, i.e. Nandarani Ghosh died intestate on 03.11.2004, leaving behind one son Mrityunjay Ghosh, two daughters Sadhana Ghosh and Chandana Ghosh as his only legal heirs. Accordingly they became the owners of undivided 1/3rd share each and continue to enjoy the same in a joint peaceful manner without any interference from any corner.

AND WHEREAS during course of joint peaceful enjoyment of the said property, said Sadhana Ghosh and Chandana Ghosh due to look after the Schedule mentioned properly duly executed a registered General Power of Attorney in favour of their only brother Mrityunjoy Ghosh which was duly executed and registered before the District Sub Registrar -I at Hooghly on 12.06.2009 and recorded in Book No. 1, volume No. 1, pages 1362 to 1374, being No. 00132 for the year 2009.

AND WHEREAS during course of joint peaceful enjoyment of the said property Mrityunjay Ghosh, Sadhana Ghosh and Chandana Ghosh in a joint peaceful manner without any interference from any corner, they sold, conveyed and transferred ALL THAT piece and parcel of bastu measuring about 0.167 Acres comprised in R.S Dag No. 125, L.R Dag No. 230, R.S Khatian No. 56, L.R Khatian No. 12558 within the Mouja and Police Station Chinsurah, J.L. No. 20 in the District of Hooghly corresponding to 976, M.G. Road under ward No. 22 under the Hooghly-Chinsurah Municipality in favour of Nand Kishore Lakhotia by execution and registration of a Deed of Sale being No. 03195 for the year 2010, recorded in Book No. I, Volume No. 9, recorded in pages from 4442 to 4456 which duly registered before the Additional District Sub Registrar at Chinsurah.

AND WHEREAS now the said Nand Kishore Lakhotia thus became the sole and absolute owner of ALL THAT piece and parcel of Doba measuring about 0.167 Acres comprised in R.S Dag No. 125, L.R Dag No. 230, R.S Khatian No. 56, L.R Khatian No. 12558 within the Mouja and Police Station Chinsurah, J.L No 20 in the District of Hooghly corresponding to 977, M. G Road under ward No. 22 under the Hooghly-Chinsurah Municipality which is more fully described in the SCHEDULE Below.

AND WHEREAS soon after purchase of the said property the said Nand Kishore Lakhotia converted the category form "Shali" to "Bastu" by order

of S.D. & L.R.O., Hooghly vide Memo No. IX-2/08/CM/2533/SDL (S)/H/2011 dated 24.11.2022.

AND WHEREAS the said Nand Kishore Lakhotia while enjoying the aforesaid property sold, conveyed and transferred ALL THAT piece and parcel of bastu land measuring about 0.167 Acres comprised in R.S Dag No. 125, L.R Dag No. 230, R.S Khatian No. 56, L.R Khatian No. 12558 within the Mouja and Police Station Chinsurah, J.L. No. 20 in the District of Hooghly corresponding to 976, M.G. Road under ward No. 22 under the Hooghly-Chinsurah Municipality in favour of the vendor herein by execution and registration of a Deed of Sale being No. 060301840 for the year 2023, recorded in Book No. I, Volume No. 0603-2023, recorded in pages from 33411 to 33433 which duly registered before the Additional District Sub Registrar at Chinsurah, Hooghly.

AND

WHEREAS ALL THAT piece and parcel of "Tank" measuring about 0.186 Acres comprised in R.S Dag No. 126, L.R Dag No. 231, R.S Khatian No. 56, L.R Khatian No. 12559 within the Mouja and Police Station Chinsurah, J.L No 20 in the District of Hooghly corresponding to 977, M. G. Road under ward No. 22 under the Hooghly-Chinsurah Municipality which is more fully described in the SCHEDULE Below was originally owned and occupied by one Satish Chandra Ghosh, since deceased.

AND WHEREAS during the course of his absolute enjoyment of the property he recorded his name before the Settlement department in respect of the Schedule mentioned property and continue to enjoy the same and thereafter said Satish Chandra Ghosh duly executed a registered deed of gift on 22.01.1966 in favour of his son Tarak Chandra Ghosh, the said deed of gift was duly registered before the District Sub

Registry office Hooghly and recorded in Book No. I, Volume No. 6, Pages 130 to 132, Being No. 171 for the year 1966.

AND WHEREAS during course of enjoyment of the said property, said Tarak Chandra Ghosh recorded his name in L.R Record of Rights in respect of the gifted property and accordingly the name of the said Tarak Chandra Ghosh recorded in L.R Khatian No. 2454 and L.R Khatian No.231, measuring about 0.186 acres of "Tank" land and during the course of enjoyment said. Tarak Chandra Ghosh died intestate on 07.11.2002, leaving behind his wife Nandarani.Ghosh and one son Mrityunjay Ghosh, two daughters Sadhana Ghosh and Chandana, Ghosh as his only legal heirs.

AND WHEREAS by the death of said Tarak Chandra Ghosh the aforesaid four legal heirs each inherited undivided 1/4th share and continue to enjoy the same in a joint peaceful manner.

AND WHEREAS during course of joint peaceful enjoyment of the said property, the wife of said Tarak Chandra Ghosh, i.e. Nandarani Ghosh died intestate on 03.11.2004, leaving behind one son Mrityunjay Ghosh, two daughters Sadhana Ghosh and Chandana Ghosh as his only legal heirs. Accordingly they became the owners of undivided 1/3rd share each and continue to enjoy the same in a joint peaceful manner without any interference from any corner.

AND WHEREAS during course of joint peaceful enjoyment of the said property, said Sadhana Ghosh and Cliandana Ghosh due to look after the Schedule mentioned properly duly executed a registered General Power of Attorney in favour of their only brother Mrityunjoy Ghosh which was duly executed and registered before the District Sub Registrar -I at Hooghly on

12.06.2009 and recorded in Book No. 1, volume No. 1, pages 1362 to 1374, being No. 00132 for the year 2009.

AND WHEREAS during course of joint peaceful enjoyment of the said property Mrityunjay Ghosh, Sadhana Ghosh and Chandana Ghosh in a joint peaceful manner without any interference from any corner, they sold, conveyed and transferred ALL THAT piece and parcel of Tank measuring about 0.186 Acres comprised in R.S Dag No. 126, L.R Dag No.231, R.S Khatian No. 56, L.R Khatian No. 2454 within the Mouja and Police Station Chinsurah, J.L. No. 20 in the District of Hooghly corresponding to 977, M.G. Road under ward No. 22 under the Hooghly-Chinsurah Municipality in favour of Vishnu Kumar Shah by execution and registration of a Deed of Sale being No. 03195 for the year 2010, recorded in Book No. I, Volume No. 9, recorded in pages from 4442 to 4456 which duly registered before the Additional District Sub Registrar at Chinsurah.

AND WHEREAS now the said Vishnu Kumar Shah thus became the sole and absolute owner of ALL THAT piece and parcel of Tank measuring about 0.186 Acres comprised in R.S Dag No. 126, L.R Dag No. 231, R.S Khatian No. 56, L.R Khatian No. 12559 within the Mouja and Police Station.:Chinsurah, J.L No 20 in the District of Hooghly corresponding to 977, M. G Road under ward No. 22 under the Hooghly-Chinsurah Municipality which is more fully described in the SCHEDULE Below.

AND WHEREAS the said Vishnu Kumar Shah while enjoying the aforesaid property sold, conveyed and transferred ALL THAT piece and parcel of Tank measuring about 0.186 Acres comprised in R.S Dag No. 126, L.R Dag No.231, R.S Khatian No. 56, L.R Khatian No. 2454 within the Mouja and Police Station Chinsurah, J.L. No. 20 in the District of Hooghly corresponding to 977, M.G. Road under ward No. 22 under the Hooghly-Chinsurah Municipality in favour of the vendor herein by execution and

registration of a Deed of Sale being No. 060301839 for the year 2023, recorded in Book No. I, Volume No. 0603-2023, recorded in pages from 32615 to 32637 which duly registered before the Additional District Sub Registrar at Chinsurah.

AND WHEREAS now the vendor herein thus became the sole and absolute owner of ALL THAT piece and parcel of Tank measuring about 0.186 Acres comprised in R.S Dag No. 126, L.R Dag No. 231, R.S Khatian No. 56, L.R Khatian No. 12559 within the Mouja and Police Station Chinsurah, J.L No 20 in the District of Hooghly corresponding to 977, M. G Road under ward No. 22 under the Hooghly-Chinsurah Municipality which is more fully described in the SCHEDULE Below.

AND WHEREAS the present vendors acquired the demarcated full sixteen annas share over the First Schedule property wherein in they acquired Housing Complex / Bastu and Tank in First Schedule herein below and are paying Govt. charges and taxes.

AND WHEREAS in the meantime M/s. BHAWANI ENCLAVES PRIVATE LIMITED executed and registered a Development Agreement with Power of Attorney being no. 13350/2022, 3452/2023, 3451/2023 in respect of the First Schedule Property registered before the Registered of Assurance Kolkata.

That the said Tirupati Construction duly sanctioned a G+7 building plan under storied residential cum commercial building vide Sanctioned Serial Application No.-AIN-SWS/OBPAS/1808/2023/0573/EXT/1 from the office of Hooghly-Chinsurah Municipality (hereinafter for the sake of brevity called and referred to as the "said building plan") and are willing to initiate proceedings for construction after obtaining all necessary "no

objections"/"clearances", from the respective competent authorities for such high-rise erections on the said land.

AND WHEREAS the cum promoter execute a deed of boundary declaration as per possession the land vide boundary declaration.

A. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising G+4 multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as '**NIRMALAYA COMPLEX**' ("Project"); Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

AND WHEREAS the First schedule property including the Second schedule Flat is free from all sorts of encumbrances whatsoever, wherein the Owner have absolute right, title, interest, claim or demand whatsoever in or over the said property.

AND WHEREAS the Developer proposes to sell the Second schedule Flat on the **floor, block** in '**NIRMALAYA COMPLEX**' an ownership basis in respect of their allocated portion admeasuring covered area

Sq.ft., Service Area	Sq.ft. and total Super Built up
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area of **Sq.ft.** and the Purchaser coming to know such facts has agreed to purchase the Second Schedule Flat at the fixed consideration price. According to an agreement for sale was also executed between the parties of this deed latter on.

NOW THIS INDENTURE WITNESSED as follows:

In pursuance to the above said agreement to purchase the Second schedule Flat vide no. on the **Floor, block** having Super Built up area of **Sq.ft.** total consideration amount flat **Rs.** **/-**
(Rupees **)** only the payment and receipt thereof the Developer Continue do hereby admit and acknowledge and against the same release and discharge to the Purchaser the Flat and every part thereof. The Developer do hereby grant, transfer their right, title and interest and convey the Flat **vide no- ‘ ’** on the **floor** of the said building more fully described in the **SECOND SCHEDULE** hereunder written in favour of the Purchaser **TOGETHER WITH** undivided proportionate share of interest in the said property and other common areas and facilities more fully described in the **THIRD SCHEDULE** hereinafter written together with right to use of common portions with the other Flat Owner of the premises, reversion, remainder or remainders and rents, issues profits of and in connection with the said Flat and Covered Garage and all the estate, right and interest property claim and demand whatsoever of the Developer into or upon the said Flat and all other benefits and rights herein comprised and hereby granted, sold and transferred or expressed or intended to be and every part or parts thereof **TOGETHER WITH** the Vendor's rights, liberties and appurtenances, charges, trusts, liens, lispendents execution / attachments and all other liabilities whatsoever (save only these as are expressly mentioned herein) **AND TOGETHER WITH** Common expenses as described in the **"FOURTH" SCHEDULE** hereunder written and other, stipulations and provisions in connection with the beneficial use and occupation of the said Flat and other Flat Owners of the rights hereby granted, sold; conveyed, transferred, assigned and assured and every part or parts thereof respectively absolutely and forever **AND** the Purchaser are

obliged to pay and discharge the common expenses described in the "FOURTH" SCHEDULE hereunder written and all outgoing in connection with the said Flat wholly and the said building the in particularly common portions proportionately AND the Purchaser has full right and authority to sell, transfer, convey, mortgage, charge or in any way encumber or deal with or dispute of his Flat and/or his possession in Flat or assigns, let out or part with his interest, possession, benefit of this deed or any part thereof as fill payment to the Developer have been made.

THIS DEVELOPER HEREBY COVENANT WTTH THE PURCHASER as follows:-

*The interest which the Vendor and Developer hereby profits to transfer, subsists and have the rightful power, absolute authority to grant, sale, convey, transfer, assigns and assure unto the Purchaser and the said Flat more fully described in the **SECOND SCHEDULE** hereunder together with the benefit and rights in the manner aforesaid and also right in the land proportionate and / or attributed to the said Flat into said premises.*

It shall be lawful on the Purchaser from time to time and at all times hereafter to enter into and upon and to hold lose and enjoy the said Flat and every part of the said Flat thereof for Residential purposes and to receive rents, issues, profits without any interruption, disturbances, claim or demand whatsoever from the Owners and Developer or any person or persons claiming through under or in trust or his and freed and cleared from and against all manner of encumbrances trust and freed and cleared from and agama all manner of encumbrances trust, lien, attachment and liabilities whatsoever save only those as are mentioned herein expressly.

That the Purchaser and/or their agents or tenants shall not create any nuisance or annoyance in the said Flat or the Purchaser cannot change the existing main load bearing walls as per the sanctioned plan or cannot scrap out the floor without obtaining permission from the Vendor/Association / competent authority and damaging other portion and the roof inside the said floor or the plastering of the said walls or the partition walls save and except any repairing which may be required time to time. Moreover, the Purchaser of the Flat cannot change the horizontal and vertical support of the said Flat room for any rhymes or reasons whatsoever.

*The Purchaser shall maintain the said Flat and shall repair and do the necessary repairing at their own costs from the date of Purchaser execution of this deed and shall be abided by the laws and bye laws, rules and regulations of the Govt., Hooghly-Chinsurah Municipality and/or other authorities and local body and shall attend to answers and be responsible for all deviation, violation and breach of any of conditions or laws or rules and regulations and shall observe and perform all these terms and conditions hereinafter contained . The Purchaser shall not make any structural addition or alteration in the said Flat or any portion of the said Flat and cannot keep any heavy machineries which may create any damage to the structure save and except installation or refrigerator, small size air conditioner etc., in the Flat **PROVIDED HOWEVER** the Purchaser must not store in the Flat any toxic, combustible & flammable materials.*

From and after the date of receipt of delivery of the said Flat the Purchaser and Developer shall not be entitled for partition of the area

*of the Flats/Units of “**NIRMALAYA COMPLEX**” by metes and bounds and/or other reserved for exclusive use of Purchaser.*

The Purchaser shall not allow to throw or accumulate any dirt, rubbish or refuse or permit the same to be thrown or allow the same to be thrown or accumulated in the Purchaser premises or in the compound or any portion of the building and shall not light or burn coal, coke or charcoal in the common areas in the said premises.

From the date of delivery of entire said Flat the Purchaser is bound to pay his proportionate share towards charges in respect of the said Flat till the date of separate mutation of Flat for the proportionate share of monthly maintenance charges for common service and maintenance for common portions, parts, amenities which are common for the Purchaser and also to pay proportionate share separately or any other taxes , outgoing to be levied in respect of the said Flat

That the Purchaser cannot install any Residential generator in the said Flat or for the Flat except small size mini generator for electric connection in the said Flat. But if all the Flat/Unit/ agrees then all of them can install Residential generator at a place to be agreed upon with the Developer and the expenses for the said Residential generator will be borne by all the Flat owners.

That the Purchaser shall pay proportionate share of Hooghly-Chinsurah Municipality taxes from the date of possession of the Flat and Covered Garage till separate mutation obtained by the Purchaser from the Hooghly-Chinsurah Municipality in their names as calculated by the concern Department.

The Purchaser shall in addition to other payments made to the Developer shall also pay the mandatory charges, costs if any.

The Owners and Developer and their heirs, representatives shall not do anything or make any grant or transfer of the said Flat whereby the right of the Purchaser hereunder, accrued by this deed of Indenture may be prejudicially affected to the right of the Purchaser.

Notwithstanding anything to the contrary herein before contained, in case the Purchaser fails to pay the common expenses, the charges for electricity consumed by them and/or any amount becoming due and payable hereunder or any part thereof within the times and in the manner aforesaid or uses the Flat or fails to observe or perform by the Purchaser under these presents, then and in such event, in addition to other rights, available under the law, the Owners and Developer and for the person or the authority for the time in charge of the management of the said building shall have the right to directly realize and receive the amounts becoming payable by the Purchaser. In default the Purchaser is liable to pay interest at the rate, interest is allowed by State Bank of India on one year term fixed deposit upon the amount payable aforesaid from the date payable till the date of realization.

The Purchaser cannot encumber the common passage by keeping scooters, Motor Cycles and Cycles or cannot encumber outside the rooms in any way or any manner.

That the Purchaser has got only right to ingress and egress into the common passage running from up to their Flat and Purchaser must maintain and abide by rules and regulation of the Society/ Association of the Residential Flat owners of the said

'NIRMALAYA COMPLEX' ".

The Society/ Association of the Flats and/or Units Owners of the said 'NIRMALAYA COMPLEX' " shall have the overall authority and control of the management. Problems, disputes if any in and/or between the Flat Unit Owners of 'NIRMALAYA COMPLEX' "

The Purchaser shall abide by the Rules and regulation as laid down by the Association of Owners from time to time.

That Purchaser shall/will be liable to pay the Service Tax which would be imposed by the State Government.

AND IT IS FURTHER AGREED by & between the parties hereto as follows:-

That the Deeds, documents and writing mentioned hereinabove which are now in the custody of the Owners and Developer and shall be retained by the Owners and Developer and Owners and Developer hereby covenant with the Purchaser that the Owners and Developer shall and will unless prevented by fire, earth-quake or other inevitable accident upon every reasonable request and at the cost of the Purchaser produce the same or caused to be produced the same to the Purchaser, his agent or attorney or the Purchaser can at his/her own cost, take extract or attest true copies from the said deed and writing as and when reasonable by Purchaser.

The Owners do and each of them do hereby further covenants with the Purchaser that the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property free from all encumbrances and liabilities whatsoever by the Owners done or executed or caused to be done or executed or knowingly

suffered to the contrary the Owners has good right, full power, absolutely authority and indefeasible title to grant sell, convey, transfer and assign and assure **AND ALL SINGULAR** the said undivided proportionate share in the land of the premises hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid according to the true intents and meaning of these presents free from all encumbrances without let, suit hindrance, eviction, interruption disturbances, claims or demand whatsoever from or by the Owners and the Owners or any other person or persons lawfully or equitably claiming from under or in trust for the Owners.

(Description of the land on which the building has been constructed)

District-Hooghly, P.S.-Chinsurah, J.L.No.-20, Mouza-Chinsurah, Mohalla-M.G. Road (Mahatma Gandhi Road) Ward No.-22, Holding no. 961/7 under the Hooghly Chinsurah Municipality in L.R. Khatian No.-**12318**, R.S. Dag No.-132 corresponding to L.R Dag No.-238, admeasuring **0.461** acre, classified as **Housing complex** and R.S. Dag No.-133 corresponding to L.R Dag No.-**239**, admeasuring **0.663** acre, classified as **Housing complex** and R.S. Dag No.-149 corresponding to L.R Dag No. **250**, admeasuring **0.057** acre, classified as **Housing complex** and R.S. Dag No.-125 corresponding to L.R Dag No. **230**, admeasuring **0.167** acre, classified as **Bastu Housing complex** and R.S Khatian No.-56, L.R. Khatian No. 12559, R.S. Dag No.-126 corresponding to L.R Dag No. **231**, admeasuring **0.186**

acre, classified as **Tank**, total area of **1.348 Acre** Housing Complex / Bastu and **0.186 Acre** Tank.

The Schedule in L.R. Dag No. 230, 238, 239, 250, 231 butted bounded by:-

- On the North** : Property of L.R. Plot No. 275, 247, 246.
- On the South** : 16 ft. Wide Road in L.R. Plot No. 229.
- On the East** : 16 ft. Wide Municipal Road and L.R. Plot No.- 369, 368, 241, 242, 247, 249
- On the West** : Property of L.R. Plot No.-233, 232, 237, 251, 252.

THE SECOND SCHEDULE ABOVE REFERRED TO

Purpose - Residential, Flat being no. on the **Floor, block** having Covered area **Sq.ft** (more or less) Service Area **Sq.ft.**, total Super built up area of **Sq.ft**, more or less of '**NIRMALAYA COMPLEX**' apartment including the proportionate share of common area and facilities constructed in the building, and land referred to in the "A" schedule hereinabove and the said Flat delineated on the annexed map hereto marked and bordered **RED** thereon including the undivided proportionate share in the land and areas.

The Flat is butted bounded by:-

- On the North** :
- On the South** :

On the East :

On the West :

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PORTIONS)

Common paths, passages, main entrance to the said premises and the building and the land appertaining thereto except those as are reserved for any particular unit or group of units and specified by the Owner/ Developer.

Open spaces, if any, stair cases, lobbies, open terrace for its user until and unless otherwise determined by the Developer and all such other spaces except the open terrace kept reserved by the Developer for construction of another floor provided sanctioned by the concerned authority.

Rooms or spaces for water pumps over head water tanks under ground water reservoir if any, electric meter rooms spaces for transformers sub-station if any.

Common boundary wall and main gates.

Drainages, Sewerages, Septic tanks and all pipes and other installations for the same (except only those as are installed with the exclusive area of any Unit and/ or exclusive for the use of any Purchasers.

External-electrical installations including wiring and fittings in all other common plumbing tools and other installations.

Water pumps and electric motors and all other common plumbing tools and installations. Each of other common parts, areas, equipments and installations fittings and fixtures, spaces in the said land, the premises and the building as are necessary for the common passage and/or user of the units in common by the co-owners and parapet wall of the building .

- i) The cost of extra expenses, if any, such as cost of electrification shall be borne by the Purchasers, as their common expenses and as determined by the developer.*
- j) Lift facility and transformer and attach other electrical equipments.*

THE "FOURTH " SCHEDULE REFERRED TO
(COMMON EXPENCES)

- 1. MAINTENANCE :** *costs for maintaining operating, acing, repairing, white washing, painting, decorating, redecorating. re-building. re-constructing, lighting and renovating the common areas ,including the exterior or interior but not inside any unit I walls of the New Building .*
- 2. OPERATIONAL:** *All expenses for running and operating all machinery, equipment and installations comprised in the common areas.*

3. **STAFF:** *The salaries of and all other expense on the staff for the common purpose, viz. manage clerks, security personnel, sweepers, plumbers, electricians, etc, including their perquisites, bonus and other emoluments and benefits .*
4. **ASSOCIATION:** *Establishment and other expenses of the Association, including its formation, office and miscellaneous expense,*
5. **INSURANCE,** *All expenses for insuring the New Building and/ or the common area, inter alia, against earthquake, intermob, violence, damages, civil commotion etc.*
6. **FIRE FIGHTING** *Costs of installing and operating fire-fighting equipment and personnel , if any .*
7. **COMMON UTILITIES:** *All charges and deposits for supplies of common utilities to the Co- Owner's, in common.*
8. **ELECTRICITY:** *charges for the electrical energy, consumed for the operation of the common machinery and equipment.*
9. **LITIGATION:** *All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common areas.*
10. **RATES AND TAXES:** *Municipal Tax, Multi-storied building Tax, Water Tax, and other levies in respect of the land and the new building save those separately assessed on the Purchaser.*

11. **RESERVES:** *Creation of fund for replacement, renovation and other periodic expenses .*

IN WITNESS WHEREOF the Owners and Developer and the Purchaser subscribes their signature this day of 2023.

Signed Sealed and Delivered
the presence of :-

SIGNATURE OF THE OWNERS
(FIRST PART)

SIGNATURE OF THE PURCHASER
(SECOND PART)

SIGNATURE OF THE DEVELOPER
(THIRD PART)

MEMO OF CONSIDERATION

Received on and from the Purchaser the within mentioned consideration money of **Rs.** **/- (Rupees** **)** only as per memo below.

Date	Cash/cheque No.	Bank Name & Branch	Amount
<i>Total</i>			/-

(Signature of the Developer)

Drafted by me

Advocate
Regd. No.

District Judges Court, Hooghly

Type by me

Chinsurah Court