

CONVEYANCE DEED

1 Date:

2 Place: Kolkata.

3 Parties:

(1) **DEBASHIS MUKHOPADHYAY** (PAN AEDPM6187M, AADHAAR NO. 812494737123), son of Late Jatindra Chandra Mukherjee, aged about 74 years, by faith Hindu, by nationality Indian, by occupation Retired Engineer (2) **AJITA MUKHERJEE** (PAN ALYPM9398J , AADHAAR NO. 461239847026), wife of Late Dipendra Chandra Mukhopadhyay, aged about 75 years, by faith Hindu, by nationality Indian, by occupation Homemaker, (3) **SULAGNA BANERJEE** (PAN BLKPB1181M, AADHAAR NO.643393688329), daughter of Late Dipendra Chandra Mukhopadhyay, aged about 50 years, by faith Hindu, by nationality Indian, by occupation School Teacher residing at Vaisnawi Apartment 18, S.R.Das Road, P.S.- Tollygunge, P.O.- Kalighat, Kolkata-700026, (4) **MADHULAGNA MUKHERJEE** (PAN AJFPM5418A, AADHAAR NO.360680993854), daughter of Late Dipendra Chandra Mukhopadhyay, aged about 43 years, by faith Hindu, by nationality Indian, by occupation IT Professional(Engineer), residing at 39/2A Old Ballygunge 2nd Lane, P.S. Gariahat,P.O Ballygunge, Kolkata-700019, (5) **SAMIR KUMAR MITRA** (PAN AEAPM8570M, AADHAAR NO. 930634849948), son of Late Chandi Charan Mitra, aged about 72 years, by faith Hindu, by nationality Indian, by occupation advocate , (6) **ARIJIT MITRA** (PAN AKYPM5028L, AADHAAR NO. 694339527808), son of Late Subir Kumar Mitra, aged about 46 years, by faith Hindu, by nationality Indian, by occupation service and (7) **DILIP KUMAR DUTT** (PAN ACNPD0565G, AADHAAR NO. 845768387112), son of Late Naba Kumar Dutt, aged about 67 years, by faith Hindu, by nationality Indian, by occupation business, all having Permanent address

as 34B, Lake Temple Road, P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029 hereinafter collectively referred to the as **“OWNERS”** (which expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to include their respective heirs, successors, executors, administrators, successors and assigns) of the **ONE PART**. The OWNER numbers 1 to 7 are represented by their Constituted Attorneys, Palash Mazumder (**PAN AHKPM6085G, AADHAAR NO. 967873176994**) and Lalit Baid (**PAN AEBPB4890E, AADHAAR NO. 574504847204**), both partners of Skyline Projects (**PAN ABWFS3367H**), a partnership firm, having its office at Skyline Profulla , 1st Floor - 1B, 3A P.C Sorcar Sarani , P.S. – Gariahat , P.O.- Ballygunge Kolkata-700019.

- 3.1 **SKYLINE PROJECTS (PAN ABWFS3367H)**, a partnership firm having its office at Skyline Profulla , 1st Floor - 1B, 3A P.C Sorcar Sarani , P.S. - Gariahat , P.O.- Ballygunge Kolkata-700019, represented by its partners Palash Mazumder (**PAN AHKPM6085G, AADHAAR NO. 967873176994**), aged about 50 years, son of late Bijan Bandhu Mazumder , by faith Hindu , by occupation business, carrying on business from Skyline Profulla , 1st Floor - 1B, 3A P.C Sorcar Sarani , P.S. - Gariahat , P.O.- Ballygunge Kolkata-700019, and Lalit Baid (**PAN AEBPB4890E, AADHAAR NO. 574504847204**), aged about 56 years , son of late Sampat Mull Baid, by faith Jain, by occupation business, carrying on business

from Skyline Profulla , 1st Floor - 1B, 3A P.C Sorcar Sarani , P.S. - Gariahat , P.O. - Ballygunge Kolkata-700019 hereinafter referred to the as **Developer/Promoter** (which expression unless to the context shall mean and include their respective heirs, future partners, assigns, nominees, executors and administrators)

AND

3.2 **Mr./Mrs** (PAN) wife of Mr., aged about years, by faith, by occupation, residing at, and (PAN), son of, aged about years, by faith Hindu, by occupation, residing at, hereinafter collectively referred to as **Purchasers/Allottees** (which includes successors-in-interest/ heirs, successors, executors and administrators).

Vendors/Owners, Purchasers/Allottees and Developer/ Promoter collectively **Parties** and individually **Party**.

3.3 **Owner No.1 to 7 collectively called Owners**

Owners, Purchaser and Developer collectively **Parties** and individually **Party**.

NOW THIS CONVEYANCE WITNESSES, RECORDS, GOVERNS AND BINDS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4 Subject Matter of Conveyance:

4.1 **Said Flat/Apartment :** Residential **Flat No.on thefloor**, described in **Part-I** of the **2nd Schedule** below (**Said Flat**), in the proposed building named **“Skyline Bhagavati”** at Premises no. 34B, Lake Temple Road, P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029 described in **Part-I** of the **1st Schedule** below (**Said Premises**) and as delineated in the plan annexed herewith in red border.

4.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises, as is attributable to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the built-up area of the Said Flat bears to the total built-up area of the Said building.

4.3 **Area Calculation And Variations:** The carpet area of the said flat/apartment issquare feet alongwith an exclusive balcony having a carpet area ofsquare feet, corresponding tosquare feet of built up area more or less. The Purchasers have taken inspection of the Sanctioned plans and also the revised plans/Completion Plans and are satisfied with the measurements mentioned therein. The Purchasers have also verified the physical measurements of the flat and are completely satisfied with the same.

- 4.4 **Parking Space:** The right to park..... car in the ground floor described in **Part-II** of the **2nd Schedule** below (**Parking Space**).
- 4.5 **Share in Common Portions :** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said building as is attributable to the Said Flat (**Share in Common Portions**), the said common areas, amenities and facilities being described in the **3rd Schedule** below (collectively **Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the built-up area of the Said Flat bears to the total built-up area of the Said building. The Said Flat, the Land Share, the Parking Space (if any) and the Share in Common Portions, collectively described in **Part-IV** of the **2nd Schedule** below (collectively **Said Flat And Appurtenances**).

5 Background:

- 5.1 **Ownership and Title of Owners:** The Owners and the Developer/ Promoter have represented to the Purchasers/ Allottees that by virtue of the events and in the circumstances mentioned in **Part-II** of the **1st Schedule** below (**Devolution Of Title**), the Owners became the absolute and undisputed Owners of the Said Premises 34B, Lake Temple Road, P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029, within Ward No. 87 of The Kolkata Municipal Corporation, free from all encumbrances and the Owners are all in peaceful possession thereof. The said land is earmarked for the purpose of building comprising of several self contained flats. The said flat/apartment falls in the share of the Developer/ Promoter, and hence the Developer/Promoter is entitled to receive all payments in terms of this agreement in regard there to. The Developer/ Promoter is fully competent to enter into this Agreement and all the legal formalities

with respect to the right, title and interest of the Owners and/ or the Developer/ Promoter regarding the Said Land on which the project is to be constructed have been completed.

- 5.2 **Sanctioned Plan:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said building thereon and selling the flats and other covered and open spaced thereat (**Units**), the Owners and/or the Developer/Promoter had got a building plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2023080105 dated 29/01/2024 (**Sanctioned Plan**), which includes all sanctioned/permissible modifications made / to be made thereto, if any, from time to time. The Said plan has been further revised and approved U/R – 26(2a) & (2b) of the KMC Building Rules. The Developer/Promoter has obtained the final completion plan of the building.
- 5.3 **Registration of the Project:** The Developer/Promoter has registered the Project under the provision of the Act with the Real Estate Regulation and Development Act 2016 (16 of 2016) under registration no.....
- 5.4 **Scheme:** The Owners and the Developer/Promoter had formulated a scheme for sale of flats and other Units in the Said building.
- 5.5 **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)

5.6 **Application and Allotment:** The Purchasers/Allottees has applied to the Developer/Promoter for purchase of the said flat no in thefloor having a carpet area of square feet alongwith an exclusive balcony having a carpet area ofsquare feet, corresponding to square feet of built up area alongwith the right to park motor car in the ground floor and along with pro rata share in the common areas . The said flat/ apartment falls in the share of the Developer/Promoter and the Developer/Promoter has allotted the same to the Purchasers/Allottees, conditional upon the Purchasers/Allottees strictly complying with the terms hereof.

5.7 **Sale Agreement:** By an Agreement for Sale dated, the Developer and/or the Sellers agreed to sell the said flat and appurtenances thereto to the said Buyers.

5.8 **Payment of Consideration:** The said Purchasers has already paid to the Developer the entire consideration for the purchase of the said Flat alongwith the right to parkmedium size car in the ground floor and appurtenances thereto.

5.9 **Conveyance to the Purchasers:** In pursuance of the Agreement, the Developer and/or the Sellers is now completing the sale of the said flat, car parking space and appurtenances thereto in favour of the Buyer, by these presents.

6 Transfer:

6.1 **Flat and Car parking space :** The Developer and/or the Sellers hereby sells, conveys and transfers to and unto the Buyers, absolutely and forever, free from all encumbrances whatsoever, the said flat, car parking space and Appurtenances thereto described in **Part-I and Part-II** respectively of the **2nd Schedule** below, comprising of the following :

6.1.1 **Land Share:** The Land Share, i.e. an undivided, impartible, proportionate share in the land contained in the Said Premises described in Part- I of the **1st Schedule** below, as is attributable to the Said flat, car parking space .

6.1.2 **Share In Common Portions:** The undivided, impartible, proportionate share in the Common Portions, described in the **3rd Schedule** below, as is attributable to the Said flat, car parking space.

7. Consideration:

7.1 **Total Consideration:** The aforesaid transfer of the Said flat, car parking space in the ground floor and appurtenances is being made in consideration of a sum of Rs./- (Rupees Only) paid by the Purchasers to the Developer, and the Developer admits and acknowledges the receipt of the same as mentioned in the Memo of Consideration herein after.

8. Terms of Transfer

8.1 **Salient Terms:** The transfer of the Said flat, car parking space and appurtenances being effected by this Conveyance is:

8.1.1 **Sale:** A Sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 **Absolute:** absolute, irreversible and forever.

8.1.3 **Free from Encumbrances:** free from all claims, demands, encumbrances of any and every nature whatsoever.

8.1.4 **Benefit of Common Portions:** Together with proportionate ownership, benefit of user and enjoyment of the Common Portions described in the **3rd Schedule** below, in common with the other co-owners of the Building.

8.2 **Subject to:** The transfer of the Said flat and car parking space and Appurtenances being effected by this Conveyance is subject to :

8.2.1 **Payment of Maintenance Costs:** In addition to the Total Consideration already paid, the Purchasers shall regularly and punctually pay proportionate share of all costs and expenses for common electricity meter, lift maintenance, betterment fees and special amenities/facilities and taxes and all other charges as described in **4th Schedule** below.

8.2.2 **Indemnification by Purchasers:** Indemnification by the Purchasers about the Purchasers faithfully and punctually observing and performing all Covenants (defined below), stipulations and obligations required to be performed by the Buyer hereunder. The Purchasers also agree to keep indemnified the Developer and/or the Sellers and/or their successors-in-interest, of and from and against any losses, damage, costs, charges and expenses which may be suffered by the Developer and/or the Sellers and/or their successors-in-interest by reason of any default of the Purchasers .

8.2.3 **Observance of Covenants:** the Purchasers observe, and accept the stipulations, regulations and covenants (collectively **Covenants**), described below:

(a) **Title, Plan and Construction:** The Purchasers have examined or caused to be examined the following and the Purchasers are fully satisfied about the same and shall not be entitled to and covenants not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:

- (i) The right, title and interest of the sellers , the Sanctioned Plan,all revised plans and the completion plan, all the background papers mentioned in the Devolution Of Title, the right of the Developer and the Sellers and the extent of the rights being granted in favour of the Buyer by them in respect of the Said Flat, Car Parking space and Appurtenances thereto;
 - (ii) The Plans sanctioned and approved by the KMC
 - (iii) The construction and completion of the New Building named “**Skyline Bhagavati**”, the common portions and the said flat, car parking space and Appurtenances, including the specifications, workmanship and structural stability certificate of the Structural Engineer.
- (b) **Measurement:** The physical measurement of the said flat has been taken by the Purchasers, through their appointed Engineer & the Purchasers are satisfied that it confirms to the measurements stated herein. The Purchasers agree and covenants not to raise any dispute regarding the carpet and/or built up area of the said Flat and Car Parking space or make any claims in respect thereof.
- (c) **Satisfaction of Purchasers:** The Purchasers are acquainted with, fully aware of and are fully satisfied about the title of the sellers, the Plans, all the background papers, the right of the Developer and/or the sellers to execute this Conveyance and the extent of the rights being granted in favour of the Purchasers and agree and covenant not to raise any objection with regard thereto.
- (d) **No Partition:** The Purchasers shall not, at any time, claim partition of the undivided impartible proportionate share in the land contained in the Said Premises and/or the Common Portions.

- (e) **Future Transfer:** Upon the execution and registration of this Conveyance in favour of the Purchasers, the Purchasers may deal with or dispose off the Said Flat, Car Parking space and Appurtenances subject to the following conditions:
- (f) **Single Lot:** The Said Flat, Car Parking space and Appurtenances shall be transferred only in one lot only and not individually and cannot be partitioned .
- (g) **Mutation by the Purchasers :** The Purchasers shall get the said Flat, said car Parking space and Appurtenances separately assessed, by getting mutation done in respect thereof within 90 (ninety) days from the date of this conveyance and in this regard the Purchasers hereby indemnify and agree to keep the Developer and/or the Sellers saved, harmless and indemnified. The Purchasers shall be liable to pay all taxes and outgoings as may be imposed by the KMC from the date of completion of the project irrespective of whether the Purchasers have taken the physical possession of the flat and car parking space. The date of the Completion Certificate issued by the KMC shall be considered for this purpose.
- (h) **Payment of Outgoings:** Pay the proportionate share of all taxes and impositions (which includes Land Revenue, Municipal Rates and Taxes, Municipal Surcharge, Betterment Fees, Water Tax, etc. and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time) relating to the Said Flat, Car Parking space and Appurtenances thereto and all penalties, costs, charges and expenses in connection therewith accruing.
- (i) **Government Levies:** The Purchasers shall pay and remain responsible for payment of proportionate share of Works Contract Tax, Value Added Tax, GST and/or taxes of similar nature and/or any other new taxes as may be

imposed from time to time or any other increment on the existing taxes which may become payable on this transaction and/or construction and sale of the Said Flat, Car Parking space and Appurtenances and in this regard, the Purchasers hereby undertakes to indemnify and agree to keep the Developer and/or sellers saved, harmless and indemnified.

- (j) **Framing of Rules and Bye-laws:** The Developer shall frame such rules, regulations and bye-laws for the common matters, as they may consider necessary but not inconsistent with the provisions herein and the Buyer shall abide by the same for the beneficial common enjoyment of the New Building.
- (k) **Statutory Additions and Alterations:** The Purchasers shall, at the costs of the Purchasers, wholly in case it relates to the Said Flat, Car Parking space and Appurtenances thereto and proportionately, in case it relates to all the Flat and Car Parking spaces in the New Building and/or the Common Portions, make all alterations and/or additions as may be required to be made by the KMC or other statutory bodies and similarly pay all fees and/or penalties required to be paid in respect thereof.
- (l) **Covenants Regarding User –** The Purchasers shall:
 - (i) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Building and the Said Premises by the Association.
 - (ii) **Observing Rules:** observe the rules framed from time to time by the Owner/Association for the beneficial common enjoyment of the Said Building and the Said Premises.

- (iii) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat, Car Parking space and Appurtenances thereto and the Common Portions.
- (iv) **Meter and Cabling:** be obliged to draw the electric lines/wires, cables, broadband data cables, Television/DTH cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer and/or the Sellers or to any other intending Purchasers
- (v) The main electric meter has been installed only at the common meter space in the ground floor of the Said Premises. The Purchasers shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Building, the Said Premises and outside walls of the Said Building save in the manner indicated by the Developer and/or the Sellers or the Association (upon formation).
- (vi) **Residential Use:** use the said flat for residential and car parking space for parking a car only. Under no circumstances shall the Purchasers use or allow the Said flat, car parking space to be used for industrial or other illegal purposes. The Purchasers shall also not use the Said flat, car parking space as a religious establishment, guest house, service apartment, mess, chummier, hotel, restaurant, nursing home, club, school or other public gathering place. The service areas, common areas, as located within the project shall be earmarked for purposes and services including but not limited to electric sub-station, transformer, DG set rooms, under water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses. The Purchasers shall have no right to use the open parking areas and the said open parking areas shall always remain under the possession

of the Developer and the Sellers and the Purchasers shall not raise any objection to the same.

- (vii) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building including the colour of the balcony walls and (2) design and/or the colour scheme of the windows, grills of the building, (3) the main door of the Said Flat and the name of the building which will remain as “Skyline Profulla” forever. In the event of the Purchasers making any and/or all the said alterations/changes, the Purchasers shall compensate the Developer as estimated by the Developer.
- (viii) **No Structural Alteration:** Not alter, modify or in any manner change the structure or any civil construction in the Said Flat, Car Parking space and Appurtenances thereto or the Common Portions of the Said Building.
- (ix) **No Sub-Division:** not sub-divide the Common Portions, under any circumstances.
- (x) **No Changing Name:** not change /alter /modify the name of the Said Building.
- (xi) **No Nuisance and Disturbance:** not use the Said flat, car parking space or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the building.

- (xii) **No Storage in Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (xiii) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said flat, car parking space.
- (xiv) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Association for the use of the Common Portions.
- (xv) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- (xvi) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said flat, car parking space or the Common Portions.
- (xvii) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said flat, car parking space.
- (xviii) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said flat, car parking space save at the place or places provided therefor provided that this shall not prevent the Purchasers from displaying a standardized name plate outside the main door of the Said flat.

- (xix) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine save and except usual home appliances.
- (xx) **No Installing Generator:** not install or keep or run any generator in the Said flat, car parking space , save and except battery operated power saver.
- (xxi) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
- (xxii) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said flat, car parking space.
- (xxiii) **No Animal Slaughter:** No religious extravaganza or animal slaughter will be allowed within the common areas or anywhere in the said building as this may cause disturbance and hatred between the residents who may be of different faith and creed.
- (xxiv) **Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.
- (m) **Whole and Proportionate Payment:** Amounts expressly payable by the Purchasers shall wholly be payable by the Purchasers in case the same relates only to the Said Flat, Car Parking space and Appurtenances thereto and proportionately in case they relate to the Said Premises, the New Building and the Common Portions.

- (n) **Charge:** All amounts becoming due and payable by the Purchasers and the liability for the same shall be and shall remain a charge on the Said Flat, Car Parking space and Appurtenances thereto.
- (o) **Electricity Charges:** Security Deposit and all other billed charges for the electricity consumed in the Said flat, car parking space shall be borne and paid by the Buyer.
- (p) **Metering and Cabling:** The Purchasers shall be permitted to draw the electric lines/wires from the meter room to the Said Flat only through the duct and pipes provided therefor, ensuring that no inconvenience is caused either to the Developer and/or the Sellers or to the other occupants of the building. The main electric meter shall be installed only at the designated space in the ground floor of the building. The Purchasers shall, similarly, use the ducts and pipes provided for TV and telephone cables and shall under no circumstances be entitled to string wires and cables through any other part or portion of the New Building.
- (q) **Meaning of Proportionate:** The expression proportionate with all its cognate variations wherever used in this Conveyance shall mean the proportion which the saleable area of the said flat, car parking space bears to the total saleable area of the New Building.
- (r) **Notification Regarding Letting:** If the Purchasers let out or sell the Said Flat And Appurtenances, or portion thereof, the Purchasers shall immediately notify the Owners/Developers/Association (upon formation) of the tenant's/transferee's address and telephone number.

9. Possession:

9.1 **Actual Possession:** The Purchasers have taken defacto and dejure possession of the said Flat, Car Parking space and the Appurtenances thereto. Khas, vacant, peaceful, satisfactory, acceptable and physical possession of the said Flat, Car Parking space and Appurtenances had already been handed over by the Developer to the Purchasers.

9.2 **Purchasers Entitlement :** The Developer and/or the Sellers hereby covenant that the Purchasers shall and may, from time to time, and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the said Flat, Car Parking space and Appurtenances thereto and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyer, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Developer and/or the Sellers or any persons lawfully or equitably claiming any right or estate therein from under or in trust from the Developer and/or the Sellers.

10. Further Acts:

10.1 **To be done by the Developer and/or the Sellers :** The Developer and/or the Sellers hereby covenants that the Developer and/or the Sellers or any person claiming under it, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Purchasers and/or successors-in-interest of the Purchasers, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Purchasers to the said Flat, Car Parking space and Appurtenances thereto.

11. Defect Liability: It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer/Promoter in accordance to this agreement for sale is brought to the notice of the Developer/Promoter within a period of 5 (five) years by the Purchaser/Allottee from the date of handing over possession, it shall be the duty of the Developer/Promoter to rectify such defects within such time and the aggrieved Allottee shall be entitled to received appropriate compensation in the manner as provided under the Act.

12. Additional Constructions: The Developer/Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan, completion plan and other specifications, amenities and facilities has been approved by the competent authority and disclosed, except for as provided in the Act.

13.General:

13.1 Conclusion of Contract: The Parties have concluded the contract of sale in respect of the said Flat, Car Parking space and Appurtenances thereto by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

14.Interpretation:

14.1 Headings: The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

- 14.2 **Definitions:** Words and phrases have been defined in this Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

1stSchedule

Part-I

(Said Premises)

ALL THAT piece or parcel of revenue free land measuring an area of 6 (Six) Cottahs 3(Three) Chittaks 1 (One) Square Feet more or less alongwith three storied structures having a built up area of 2000 Sq.ft more or less per floor , situate and being Plot No. 405 of the surplus lands in Calcutta Improvement Scheme No. XRTII, formed out of a portion. of old Municipal Premises no. 43, Mudiali Road, being a part of Holding No.39, Sub-Division T, Division VI, Dihi Panchannagram, District the then 24 Parganas now South 24 Parganas, lying situate at and being Premises no 34B, Lake Temple Road, Police Station - Tollygunge, Kolkata - 700029 having Assessee no 110871600387 with all easementary right attached thereto butted and bounded by :-

ON THE NORTH : By Premises No. 44 and 46 , Lake Avenue

ON THE EAST : By Premises No. 30 and 32 , Lake Temple Road

ON THE SOUTH : By 40 feet wide Lake Temple Road and Premises no. 36, Lake Temple Road

ON THE WEST : By premises No 38 and 36 , Lake Temple Road

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

Part-II
(Devolution Of Title)

WHEREAS Smt. Kiran Bala Debi by a Registered Conveyance dated 21st January, 1938 being Deed no. 782, Book no. 1, Volume no. 9, pages from 271 to 273 purchased from Calcutta Improvement Trust of All That the land measuring an area of 6 (Six) Cottahs 3(Three) Chittacks and 1(One) Square Feet more or less being Plot No. 405 of the surplus lands in Calcutta Improvement Scheme No. XXXIII, formed out of a portion of old Municipal Premises no.43, Mudiali Road, being a part of Holding No.39, Sub-Division T, Division VI, Dihi Panchannagram, District the then 24 Parganas now South 24 Parganas, Police Station - Tollygunge, Sub-Registration office at Alipore presently known and numbered as Premises no 34B, Lake Temple Road, Police Station - Tollygunge, Kolkata -700029 and was thus the owner of the same.

AND WHEREAS on 4th July 1939 the said Smt. Kiran Bala Debi sold, transferred and conveyed to Nirode Bala Devi , wife of Babu Probodh Bandyopadhyay of All That the land measuring an area of 1(One) Cottah 14 (Fourteen) Chittacks and 30 (Thirty) Square Feet more or less out of the aforesaid land being portion of Plot No. 405 of the surplus lands in Calcutta Improvement Scheme No. XXXIII, formed out of a portion of old Municipal Premises no. 43, Mudiali Road, being a part of Holding No.39, Sub-Division T, Division VI, Dihi Panchannagram, District the then 24 Parganas now South 24 Parganas, Police Station - Tollygunge, Sub-Registration office Alipore . The said deed was registered in the office of District Registrar at Alipore and recorded in Book No: 1, Volume No 8, Pages 116 to 123, Being No 676 for the year 1939.

AND WHEREAS said Smt. Kiran Bala Debi thus became the owner of land measuring an area of 4(Four) Cottahs 4(Four) Chittaks 16(Sixteen) Square Feet more or less wherein 1 (One) Cottah 14(Fourteen) Chittaks 30 (Thirty) Square Feet more or less of land lies in common passage for egress and ingress of the neighbouring plot owners being portion of Plot No. 405 of the surplus lands in Calcutta Improvement Scheme No. XXXIII, formed out of a portion of old Municipal Premises no. 43, Mudiali Road, being a part of Holding No.39, Sub-Division T, Division VI, Dihi Panchannagram, District the then 24 Parganas now South 24 Parganas, lying situate at and being Premises no 34B, Lake Temple Road, Police Station - Tollygunge, Kolkata -700029 Sub- Registration office at Alipore, District 24 Parganas now South 24 Parganas.

AND WHEREAS said Smt. Kiran Bala Debi thereafter constructed a Three Storied building on a portion of land measuring an area of 2(Two) Cottahs 5(Five) Chittaks 31 (Thirty One) Square Feet more or less and 1 (One) Cottah 14(Fourteen) Chittaks 30(Thirty) Square Feet more or less of land lies in common passage being portion of Plot No. 405 of the surplus lands in Calcutta Improvement Scheme No. XXXIII, formed out of a portion of old Municipal Premises no. 43, Mudiali Road, being a part of Holding No.39, Sub-Division T, Division VI, Dihi Panchannagram, District the then 24 Parganas now South 24 Parganas, lying situate at and being Premises no 34B, Lake Temple Road, Police Station - Tollygunge, Kolkata -700029.

AND WHEREAS the said Smt. Kiran Bala Debi died intestate on 15.04.1972 leaving behind her one son namely Sri. Jatindra Chandra Mukherjee and one daughter namely Smt. Sudhamaya Banerjee.

AND WHEREAS thereafter Sri. Jatindra Chandra Mukherjee died intestate on 06.01.1979 leaving behind his wife Smt. Monika Mukherjee, and two sons, namely Dipendra Chandra Mukhopadhyay and Debashis Mukhopadhyay and three married daughters namely Smt. Ratna Chakrabarty wife of Late Kamal Kumar Chakrabarty, Smt. Chandana Chakraborty wife of Late Bimal Kumar Chakraborty and Smt. Jhuma Chakravorty wife of Sri Kanchan Kumar Chakravorty as his legal heirs/heireesses who jointly inherited the aforesaid property left behind by Jatindra Chandra Mukherjee.

AND WHEREAS the said Sri. Dipendra Chandra Mukhopadhyay and Sri. Debashis Mukhopadhyay as Plaintiffs filed a suit for Partition being Title Suit 135 of 1982 in the Third Court of the Learned Subordinate Judge at Alipore impleading Smt. Sudhamaya Banerjee, Smt. Monika Mukherjee, Smt. Ratna Chakrabarty, Smt. Chandana Chakraborty, and Smt. Jhuma Chakravorty the defendant therein. relating to the land measuring an area of 4 (Four) Cottahs 4 (Four) Chittaks 16(Sixteen) Square Feet more or less wherein 1(One) Cottah 14(Fourteen) Chittaks 30 (Thirty) Square Feet more or less left for common passage for egress and ingress of the adjoining owners of the property namely Premises no 34A and 34C, Lake Temple Road being portion of Plot No. 405 of the surplus lands in Calcutta Improvement Scheme No. XXXIII, formed out of a portion of old Municipal Premises no. 43, Mudiali Road, being a part of Holding No.39,

Sub-Division T, Division VI, Dihi Panchannagram, District the then 24 Parganas now South 24 Parganas, together with three storied building lying situate at and being Premises no 34B, Lake Temple Road, Police Station - Tollygunge, Kolkata -700029 Sub- Registration office Alipore, District 24 Parganas now South 24 Parganas

AND WHEREAS in the said suit parties have jointly filed a petition of compromise . The salient features are as follows :-

- a. A preliminary partition decree would be passed in the suit, declaring Plaintiff's have $\frac{2}{6}^{\text{th}}$. share in the suit property.
- b. The defendant no.1 Smt. Sudhamaya Banerjee shall during her natural life be entitled to continue to occupy the second floor of the suit property independently and without any interference or interruption.
- c. The value of the suit property namely the land and building of the suit property viz. the Premises no.34B, Lake Temple Road, Calcutta has been assessed at Rs.1,00,000/- which all parties have accepted as the fair and reasonable.
- d. The plaintiffs have paid to the defendant nos. 3,4 and 5 namely Smt. Ratna Chakrabarty wife of Late Kamal Kumar Chakrabarty, Smt. Chandana Chakraborty wife of Late Bimal Kumar Chakraborty and Smt. Jhuma Chakravorty wife of Kanchan Kumar Chakravorty on receiving owelty money released their $\frac{3}{6}^{\text{th}}$ share in the suit property in favour of Dipendra Chandra Mukhopadhyay and Debashis Mukhopadhyay the Plaintiffs therein accordingly get the said $\frac{3}{6}^{\text{th}}$ share in addition to their said share.

- e. The defendant no. 2, Smt. Monika Mukherjee has 1/6th . share in the suit separate and self-contained allotment property will get in the first floor of the suit property with full right of independent user of the same in respect of water, electricity, gas, drain and sewerage and all other connections.
- f. The said Dipendra Chandra Mukhopadhyay and Debashis Mukhopadhyay the Plaintiffs therein and the defendant no.2 Smt. Monika Mukherjee would be mutual discussion select their own allotments according to their said respective shares, failing which any of them will be entitled to apply to the learned court for appointments of a Commissioner for effecting Partition by metes and bounds.

AND WHEREAS said Third Court of the Learned Sub Ordinate Judge at Alipore on 12.07.1982 decreed the said suit treating the said compromise petition as part of the decree.

AND WHEREAS Smt. Sudhamaya Banerjee died intestate on 19.02.1997 leaving behind his sister in law Smt. Monika Mukherjee, and two nephew namely Dipendra Chandra Mukhopadhyay and Debashis Mukhopadhyay and three niece namely Smt. Ratna Chakrabarty wife of Late Kamal Kumar Chakrabarty, Smt. Chandana Chakraborty wife of Late Bimal Kumar Chakraborty and Smt. Jhuma Chakravorty wife of Sri Kanchan Kumar Chakravorty.

AND WHEREAS thus Smt. Monika Mukherjee, Dipendra Chandra Mukhopadhyay , Debashis Mukhopadhyay , Smt. Ratna Chakrabarty wife of Late Kamal Kumar Chakrabarty, Smt. Chandana Chakraborty wife of Late Bimal Kumar Chakraborty and Smt. Jhuma Chakravorty wife of Sri Kanchan Kumar Chakravorty became the absolute owners of All That the land measuring an area of Four Cottahs Four Chittaks Sixteen Square Feet more or less which includes the common passage for egress and ingress of the neighbouring plot owners being portion of Plot No. 405 of the surplus lands in Calcutta Improvement Scheme No. XXXIII, formed out of a portion of old Municipal Premises no. 43, Mudiali Road, being a part of Holding No.39, Sub-Division T, Division VI, Dihi Panchannagram, District the then 24 Parganas now South 24 Parganas, together with three storied building lying situate at and being Premises no 34B, Lake Temple Road, Police Station - Tollygunge, Kolkata - 700029 Sub- Registration office at Alipore, District 24 Parganas now South 24 Parganas.

AND WHEREAS Monika Mukherjee died intestate on 17.01.2010 leaving behind her two sons, namely Dipendra Chandra Mukhopadhyay and Debashis Mukhopadhyay and three married daughters namely Ratna Chakrabarty , Chandana Chakraborty and Jhuma Chakravorty as her only heirs and legal representatives.

AND WHEREAS on 20th June 2016 the said Smt. Ratna Chakrabarty wife of Late Kamal Kumar Chakrabarty, Smt. Chandana Chakraborty wife of Late Bimal Kumar Chakraborty gifted, transferred and conveyed their share which they inherited from their mother in favour of Dipendra Chandra

Mukhopadhyay and Debashis Mukhopadhyay. The said deed was registered in the office of District Sub Registrar-I at Alipore, recorded in Book No 1, Page: 61463 to 61485 Deed No 160102080 for the year 2016.

AND WHEREAS on 30th January 2017 the said Smt. Jhuma Chakravorty wife of Sri Kanchan Kumar Chakravorty gifted, transferred and conveyed her share which she inherited from her mother in favour of Dipendra Chandra Mukhopadhyay and Debashis Mukhopadhyay . The said deed was registered in the office of District Sub Registrar-I at Alipore, recorded in Book No 1, Page: 7247 to 7273 Deed No 1 60100237 for the year 2017 .

AND WHEREAS thus in the aforesaid manner Dipendra Chandra Mukhopadhyay and Debashis Mukhopadhyay became the sole and absolute owners of the land measuring an area of 4(Four) Cottahs 4(Four) Chittaks 16 (Sixteen) Square Feet more or less wherein 1 (One) Cottah 14(Fourteen) Chittaks 30 (Thirty) Square Feet more or less left for common passage for egress and ingress of the adjoining owners of the property namely Premises no 34A and 34C, Lake Temple Road being portion of Plot No. 405 of the surplus lands in Calcutta Improvement Scheme No. XXXIII, formed out of a portion of old Municipal Premises no. 43, Mudiali Road, being a part of Holding No.39, Sub-Division T, Division VI, Dihi Panchannagram, District the then 24 Parganas now South 24 Parganas, together with three storied building lying situate at and being Premises no 34B, Lake Temple Road, Police Station - Tollygunge, Kolkata -700029 morefully and particularly described in the Schedule A hereunder written.

AND WHEREAS Dipendra Chandra Mukhopadhyay died intestate on 30th July 2019 leaving behind his wife Smt. Ajita Mukherjee and two daughters namely Sulagna Banerjee and Madhulagna Mukherjee as his only heirs and legal representatives.

AND WHEREAS after the death of said Dipendra Chandra Mukhopadhyay, Debashis Mukhopadhyay , Ajita Mukherjee , Sulagna Banerjee and Madhulagna Mukherjee became the sole and absolute owners of the Premises no. 34B, Lake Temple Road, Police Station - Tollygunge, Kolkata -700029 and got their names recorded and mutated as Owners in the records of the Kolkata Municipal Corporation.

AND WHEREAS on 4th July 1939 the said Smt. Kiran Bala Debi sold, transferred and conveyed to Nirode Bala Devi wife of Babu Probodh Bandyopadhyay of All That the land measuring an area of 1 Cottah 14 Chittacks and 30 Square Feet more or less out of the aforesaid land being portion of Plot No. 405 of the surplus lands in Calcutta Improvement Scheme No. XXXIII, formed out of a portion of old Municipal Premises no. 43, Mudiali Road, being a part of Holding No.39, Sub-Division T, Division VI, Dihi Panchannagram, District the then 24 Parganas now South 24 Parganas, Police Station : Tollygunge, Sub- Registration office Alipore . The said deed was registered in the office of District Registrar at Alipore and recorded in Book No: 1, Volume No 8, Pages 116 to 123, Being No 676 for the year 1939.

AND WHEREAS on 26.11.1943 the said Nirode Bala Devi wife of Babu Probodh Bandyopadhyay and Probodh Bandyopadhyay son of late Debendra Nath Bandyopadhyay sold, transferred and conveyed to Chandi Charan Mitra and his brother Gopal Chandra Mitra both sons of late Sudhangshu Sekhar Mitra of All That the land measuring an area of 1 Cottah 14 Chittacks and 30 Square Feet more or less out of the aforesaid land being portion of Plot No. 405 of the surplus lands in Calcutta Improvement Scheme No. XXXIII, formed out of a portion of old Municipal Premises no. 43, Mudiali Road, being a part of Holding No.39, Sub-Division T, Division VI, Dihi Panchannagram, District the then 24 Parganas now South 24 Parganas, Police Station : Tollygunge, Sub-Registration office at Alipore . The said deed was registered in the office of District Registrar at Alipore and recorded in Book No: 1, Volume No 91 Pages 103 to 113, Being No 4833 for the year 1943.

AND WHEREAS in the year 1976 Chandi Charan Mitra filed a suit for partition being Title Suit No.42 of 1976 before of the Learned 3rd Court of Subordinate Judge at Alipore as against Gopal Chandra Mitra in respect of the aforesaid land measuring an area of 1 Cottah 14 Chittacks and 30 Square Feet more or less out of the aforesaid land being portion of Plot No. 405 of the surplus lands in Calcutta Improvement Scheme No. XXXIII, formed out of a portion of old Municipal Premises no. 43, Mudiali Road, being a part of Holding No.39, Sub-Division T, Division VI, Dihi Panchannagram, District the then 24 Parganas now South 24 Parganas, lying situate at and being Premises No.34A, Lake Temple Road Previously Mudiali Road Police Station Tollygunge, Kolkata 700029.

AND WHEREAS subsequently on 05.08.1978 the said suit was decreed finally and by virtue of the said partition the said Chandi Charan Mitra was allotted land measuring an area of 14 Chittaks 13 Square Feet more or less together with structure standing thereon with right to use of common passage more fully and particularly described in Lot 'B' thereunder and the Gopal Chandra Mitra was allotted land measuring an area of 11 Chittaks 39 Square Feet more or less together with structure standing thereon with right to use of common passage more fully and particularly described in Lot 'A' thereunder and the area of common passage is of 3 Chittaks 38 Square Feet in Lot C thereunder and the final Decree was passed in the said suit.

AND WHEREAS the said Chandi Charan Mitra mutated his name in the record of the Kolkata Municipal Corporation and the property has been assessed known and numbered as Premises No. 34C, Lake Temple Road, Police Station Tollygunge, Kolkata 700029.

AND WHEREAS Chandi Charan Mitra died intestate on 09.10.1996 leaving behind his wife Smt. Gita Mitra, two sons Sri Subir Kumar Mitra and Sri Samir Kumar Mitra and two daughters namely Smt. Bharati Bose and Smt. Sukla Bose as his only heirs and legal representatives.

AND WHEREAS Gita Mitra, wife of Late Chandi Charan Mitra died intestate on 05.12.2014 leaving behind two sons Sri Subir Kumar Mitra and Sri Samir Kumar Mitra both sons of Late Chandi Charan Mitra and two daughters namely Smt. Bharati Bose and Smt. Sukla Bose both daughters of Chandi Charan Mitra as her only heirs and legal representatives.

AND WHEREAS Subir Kumar Mitra died intestate on 11.06.2015 leaving behind his son Sri Arijit Mitra and daughter Smt. Debjani Mitra, wife of Sri Kunal Mitra, as his only heirs and legal representatives. Smt. Kaberi Mitra wife of Late Subir Kumar Mitra predeceased him . The said Smt. Kaberi Mitra died on 05.10.1994.

AND WHEREAS thus the Sri Samir Kumar Mitra, Smt. Bharati Bose, Smt. Sukla Bose, Smt. Debjani Mitra and Sri Arijit Mitra are/were the owners of All that land measuring an area of 14 Chittaks 13 Square Feet more or less together with building standing there on with right to use of common passage lying situate at and being Premises No. 34C, Lake Temple Road, Police Station Tollygunge, Kolkata 700029 within ward no 87 of the Kolkata Municipal Corporation including all other fittings, fixtures, sanitary privy, septic tank, water line, stairs, staircase landing, all common areas, facilities and common amenities attached therein including all side spaces, back spaces, right of easements including right to use common passage, hereditaments, tenements etc.

AND WHEREAS Sri Samir Kumar Mitra son of Late Chandi Charan Mitra, Smt. Bharati Bose and Smt. Sukla Bose each have undivided 1/4th share and Sri Arijit Mitra and Smt. Debjani Mitra together have undivided 1/4th share in the land and building of the property at Premises No. 34C, Lake Temple Road, Police Station Tollygunge, Kolkata 700029 within ward no 87 of the Kolkata Municipal Corporation including all other fittings, fixtures, sanitary privy, septic tank, water line, stairs, staircase landing, all common areas, facilities and common amenities attached therein including all side spaces, back spaces, right of easements including right to use common passage, hereditaments, tenements etc

AND WHEREAS on 20th January 2017 the said Smt. Bharati Bose and Smt. Sukla Bose gifted ,transferred and conveyed to Sri Samir Kumar Mitra son of Late Chandi Charan Mitra and Sri Arijit Mitra undivided ½ share of All that land measuring an area of 14 Chittaks 13 Square Feet more or less together with building standing there on with right to use of common passage lying situate at and being Premises No. 34C, Lake Temple Road, Police Station Tollygunge, Kolkata 700029 within ward no 87 of the Kolkata Municipal Corporation including all other fittings, fixtures, sanitary privy, septic tank, water line, stairs, staircase landing, all common areas, facilities and common amenities attached therein including all side spaces, back spaces, right of easements including right to use common passage, hereditaments, tenements etc The said deed was registered in the office of Additional District Sub Registrar at Alipore and recorded in Book No 1 Page: 10921 to 10954, Deed 160500413 for the year 2017.

AND WHEREAS thus Sri Samir Kumar Mitra is the Owner of All That the undivided ½ share of All that land measuring an area of 14 Chittaks 13 Square Feet more or less together with building standing there on with right to use of common passage lying situate at and being Premises No. 34C, Lake Temple Road, Police Station Tollygunge, Kolkata 700029 within ward no 87 of the Kolkata Municipal Corporation including all other fittings, fixtures, sanitary privy, septic tank, water line, stairs, staircase landing, all common areas, facilities and common amenities attached therein including all side spaces, back spaces, right of easements including right to use common passage, hereditaments, tenements etc.

AND WHEREAS on 20.01.2017 the said Srimati Debjani Mitra wife of Sri Kunal Mitra Daughter of late Subir Kumar Mitra as Donor gifted, transferred and conveyed to Sri Arijit Mitra the Donee therein. of **ALL THAT** undivided 1/8th share of land measuring an area of 14 Chittaks 13 Square Feet more or less together with building standing there on with right to use of common passage lying situate at and being Premises No. 34C, Lake Temple Road, Police Station Tollygunge, Kolkata 700029 within ward no 87 of the Kolkata Municipal Corporation including all other fittings, fixtures, sanitary privy, septic tank, water line, stairs, staircase landing, all common areas, facilities and common amenities attached therein including all side spaces, back spaces, right of easements including right to use common passage, hereditaments, tenements etc in favour of Donee therein which is morefully described in the Second Schedule thereunder written. The said deed was registered in the office of Additional District Sub Registrar at Alipore and recorded in Book No 1, Volume No

Volume No: 1605-2017, Pages 11072 to 11100 Being No 160500412 for the year 2017.

AND WHEREAS in the premises aforesaid the said Sri Arijit Mitra became the undivided $\frac{1}{2}$ Owner of the land and or well and sufficiently entitled to the premises no. 34C, Lake Temple Road, P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029.

AND WHEREAS on 4th July 1939 the said Smt. Kiran Bala Debi sold, transferred and conveyed to Nirode Bala Devi wife of Babu Probodh Bandyopadhyay of All That the land measuring an area of 1 (One) Cottah 14 (Fourteen) Chittacks and 30 (Thirty) Square Feet more or less out of the aforesaid land being portion of Plot No. 405 of the surplus lands in Calcutta Improvement Scheme No. XXXIII, formed out of a portion of old Municipal Premises no. 43, Mudiali Road, being a part of Holding No.39, Sub-Division T, Division VI, Dihi Panchannagram, District the then 24 Parganas now South 24 Parganas, Police Station : Tollygunge, Sub-Registration office at Alipore . The said deed was registered in the office of District Registrar at Alipore and recorded in Book No: 1, Volume No 8, Pages 116 to 123, Being No 676 for the year 1939.

AND WHEREAS on 26.11.1943 the said Nirode Bala Devi , wife of Babu Probodh Bandyopadhyay and Probodh Bandyopadhyay , son of late Debendra Nath Bandyopadhyay sold, transferred and conveyed to Chandi Charan Mitra and his brother Gopal Chandra Mitra ,both sons of late Sudhangshu Sekhar Mitra of All That the land measuring an area of 1(One)

Cottah 14 (Fourteen) Chittacks and 30 (Thirty) Square Feet more or less out of the aforesaid land being portion of Plot No. 405 of the surplus lands in Calcutta Improvement Scheme No. XXXIII, formed out of a portion of old Municipal Premises no. 43, Mudiali Road, being a part of Holding No.39, Sub-Division T, Division VI, Dihi Panchannagram, District the then 24 Parganas now South 24 Parganas, Police Station - Tollygunge, Sub-Registration office at Alipore . The said deed was registered in the office of District Registrar at Alipore and recorded in Book No: 1, Volume No 91 Pages 103 to 113, Being No 4833 for the year 1943.

AND WHEREAS in the year 1976 Chandi Charan Mitra filed a suit for partition being Title Suit No.42 of 1976 before of the Learned 3rd Court of Subordinate Judge at Alipore as against Gopal Chandra Mitra in respect of the aforesaid land measuring an area of 1 (One) Cottah 14 (Fourteen) Chittacks and 30 (Thirty) Square Feet more or less out of the aforesaid land including right to use common passage being portion of Plot No. 405 of the surplus lands in Calcutta Improvement Scheme No. XXXIII, formed out of a portion of old Municipal Premises no. 43, Mudiali Road, being a part of Holding No.39, Sub-Division T, Division VI, Dihi Panchannagram, District the then 24 Parganas now South 24 Parganas, lying situate at and being Premises No.34A, Lake Temple Road Previously Mudiali Road Police Station Tollygunge, Kolkata 700029.

AND WHEREAS subsequently on 05.08.1978 the said suit was decreed finally and by virtue of the said partition the said Chandi Charan Mitra was allotted land measuring an area of 14 Chittaks 13 Square Feet more or less together with structure standing thereon with right to use of common

passage more fully and particularly described in Lot 'B' thereunder and the Gopal Chandra Mitra was allotted land measuring an area of 11 (Eleven) Chittaks 39 (Thirty Nine) Square Feet more or less together with structure standing thereon with right to use of common passage more fully and particularly described in Lot 'A' thereunder and the area of common passage is of 3 (Three) Chittaks 38 (Thirty Eight) Square Feet in Lot C thereunder and the final Decree was passed in the said suit.

AND WHEREAS by virtue of the said partition the said Gopal Chandra Mitra was allotted land measuring an area of 11(Eleven) Chittaks 39 (Thirty Nine) Square Feet more or less together with structure standing thereon with right to use of common passage in front of the said plot more fully and particularly described in Lot 'A' and the common passage shown in Lot C of the Decree of the suit. including all side spaces, back spaces, right of easements including right to use common passage, hereditaments, tenements etc. lying situate at and being portion of Premises No.34A, Lake Temple Road Previously Mudiali Road Police Station Tollygunge, Kolkata 700029.

AND WHEREAS said Gopal Chandra Mitra died intestate on 22nd June 1995 leaving behind and surviving him his Smt. Sefalika Mitra and daughter Smt. Sipra Ghosh as his only heirs and legal representatives.

AND WHEREAS on the death of the said Gopal Chandra Mitra , the said Smt. Sefalika Mitra and Smt. Sipra Ghosh were the Owners of ALL THAT the land containing by estimation 14 (Fourteen) Chittacks and 13 (Thirteen) Square Feet be the same a little more or less with brick built structure standing thereon with messuage, tenement, dwelling house land, hereditament and premises lying at and being Municipal Premises No.34A, Lake Temple Road, Police Station Tollygunge Kolkata-700029, in the District of 24-Parganas (South), together with the right over the common passage .

AND WHEREAS on 1st July 1997 the said Smt. Sefalika Mitra and Smt. Sipra Ghosh sold, transferred and conveyed to Smt. Krishna Roy wife of Goutam Roy of **ALL THAT** the land containing by estimation 14 (Fourteen) Chittacks and 13 (Thirteen) Square Feet be the same a little more or less with brick built structure standing thereon with messuage, tenement, dwelling house land, hereditament and premises lying at and being Municipal premises No.34A, Lake Temple Road, Police Station Tollygunge Kolkata-700029, in the District of 24-Parganas (South), together with the right over the common passage. The said deed was registered in the office of Additional District Sub Registrar at Alipore and recorded in Book No 1, Volume No 166, Pages 384 to 394, Being No 4309 for the year 1997.

AND WHEREAS on 19.04.2000 the said Smt. Krishna Roy wife of Goutam Roy being the Owner of the property sold, transferred and conveyed to Dilip Kumar Dutt son of Late Naba Kumar Dutt of **ALL THAT** the land containing by estimation 14 (Fourteen) Chittacks and 13 (Thirteen) Square Feet be the same a little more or less with brick built structure standing thereon with messuage, tenement, dwelling house land, hereditament and premises lying at and being Municipal premises No.34A, Lake Temple Road, Police Station Tollygunge Kolkata-700029, in the District of 24-Parganas (South), together with the right over the common passage. The said deed was registered in the office of Additional Registrar of Assurances-I at Kolkata and recorded in Book No 1, Volume No 101, Pages 151 to 160, Being No 2705 for the year 2000.

AND WHEREAS thus the said Dilip Kumar Dutt, son of Late Naba Kumar Dutt is the sole Owner of **ALL THAT** the land containing by estimation 14 (Fourteen) Chittacks and 13 (Thirteen) Square Feet be the same a little more or less with brick built structure standing thereon with messuage, tenement, dwelling house land, hereditament and premises lying at and being Municipal Premises No.34A, Lake Temple Road, Kolkata-700029, Police Station Tollygunge in the District of 24-Parganas (South), together with the right over the common passage.

AND WHEREAS all the three premises nos. 34B, 34C and 34A Lake Temple Road, P. S.- Tollygunge, P.O.- Sarat Bose Road, Kolkata- 700029 are contiguous and adjacent to each other and upon joining and/or combining thereof shall form one seamless plot of land.

AND WHEREAS for the purpose therefor the following deeds were executed by and between the Owners, as detailed herein below :-

- a) Gift Deed dated 15th March, 2023 executed between Dilip Kumar Dutt as Donor and Arijit Mitra, Samir Kumar Mitra, Debashis Mukhopadhyay, Ajit Mukherjee, Sulagna Banerjee, Madhulagna Mukherjee as Donees registered with the District Sub-Registrar , Office of the D.S.R –II South 24 Parganas, recorded in Book No. I, Volume No. 1602-2023, pages 164465 to 164492, Being No. 160204478 for the year 2023.
- b) Gift Deed dated 15th March, 2023 executed between Debashis Mukhopadhyay, Ajit Mukherjee, Sulagna Banerjee, Madhulagna Mukherjee as Donors and Arijit Mitra, Samir Kumar Mitra and Dilip Kumar Dutt as Donees registered with the District Sub-Registrar , Office of the D.S.R –II South 24 Parganas, recorded in Book No. I, Volume No. 1602-2023, pages 169203 to 169238, Being No. 160204477 for the year 2023.
- c) Gift Deed dated 15th March, 2023 executed between Arijit Mitra and Samir Kumar Mitra as Donors and Dilip Kumar Dutt, Debashis Mukhopadhyay, Ajit Mukherjee, Sulagna Banerjee and Madhulagna Mukherjee as Donees registered with the District Sub-Registrar , Office of the D.S.R –II South 24 Parganas, recorded in Book No. I, Volume No. 1602-2023, pages 171647 to 171682, Being No. 160204479 for the year 2023.

AND WHEREAS thus all the Owners herein became the joint Owners of all the three Premises nos. 34B, 34C and 34A Lake Temple Road, P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029 having undivided part and/or share therein.

AND WHEREAS the Owners jointly applied to the Kolkata Municipal Corporation for amalgamation of all the three premises into one single plot and/or premises. The Kolkata Municipal Corporation thus amalgamated the said three plots and/or premises into one single premises and the said premises has been now numbered as 34B Lake Temple Road, P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029 having an area of 6 (Six) Cottahs 3 (Three) Chittacks and 1 (One) Square Feet more or less and having Assessee no. 110871600387.

AND WHEREAS On 10.03.2023, the Owners of the then Premises no. 34B, Lake Temple Road, P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029 , namely Sri Debashis Mukhopadhyay, Smt. Ajita Mukherjee, Smt. Sulagna Banerjee and Smt. Madhulagna Mukherjee being desirous of developing the said property, had entered into a development agreement with the Developer. The said Development agreement was subsequently registered in the office of the Additional District Sub Registrar , Alipore, West Bengal and recorded in Book No. I, Volume No.- 1605-2023, pages from 22027 to 22087, being no 160500396 for the year 2023.

AND WHEREAS On 10.03.2023, the Owner named Sri. Samir Kumar Mitra of the then Premises no. 34C , Lake Temple Road, P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029 being desirous of developing the said property, has entered into this development agreement with the Developer. The said Development agreement was subsequently registered in the office of the Additional District Sub Registrar ,

Alipore, West Bengal and recorded in Book No. I, Volume No.- 1604-2023, pages from 98162 to 98211, being no 160403191 for the year 2023.

AND WHEREAS On 10.03.2023, the Owner named Sri. Arijit Mitra of the then Premises no. 34C , Lake Temple Road, P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029 being desirous of developing the said property, has entered into this development agreement with the Developer. The said Development agreement was subsequently registered in the office of the Additional District Sub Registrar , Alipore, West Bengal and recorded in Book No. I, Volume No.- 1604-2023, pages from 102616 to 102665, being no 160403192 for the year 2023.

AND WHEREAS On 10.03.2023, the Owner named Sri. Dilip Kumar Dutt of the then Premises no. 34A, Lake Temple Road, P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029 being desirous of developing the said property, has entered into this development agreement with the Developer. The said Development agreement was subsequently registered in the office of the Additional District Sub Registrar , Alipore, West Bengal and recorded in Book No. I, Volume No.- 1605-2023, pages from 21981 to 22026, being no 160500395 for the year 2023.

AND WHEREAS after amalgamation of the three Premises nos. 34B, 34C and 34A Lake Temple Road, P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029 into single Premises no. 34B, Lake Temple Road, P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029, the Owners herein had executed a General Power of Attorney on 14.09.2023 registered

in the office of D.S.R.-II, South 24 Parganas and recorded in Book no I, Volume no.1602-2023, at Pages from 457196 to 457219 being no.160213488 for the year 2023 in favour of Sri Palash Mazumder and Sri Lalit Baid, empowering them to do the acts and deeds mentioned therein.

AND WHEREAS On 09.02.2024, the Owners of the Premises no. 34B, Lake Temple Road, P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029 namely Sri Debashis Mukhopadhyay, Smt. Ajita Mukherjee, Smt. Sulagna Banerjee and Smt. Madhulagna Mukherjee, Sri Samir Kumar Mitra, Sri Arijit Mitra and Sri Dilip Kumar Dutt entered into a development agreement with the Developer. The said Development agreement was registered in the office of District Sub Registrar –II , South 24 Parganas, West Bengal and recorded in Book No. I, Volume No.- 1602-2024, pages from 83251 to 83331, being no 160202325 for the year 2024.

AND WHEREAS On 23.02.2024, the Owners of the Premises no. 34B, Lake Temple Road, P. S.- Tollygunge, P.O.- Sarat Bose Road ,Kolkata- 700029 namely Sri Debashis Mukhopadhyay, Smt. Ajita Mukherjee, Smt. Sulagna Banerjee and Smt. Madhulagna Mukherjee, Sri Samir Kumar Mitra, Sri Arijit Mitra and Sri Dilip Kumar Dutt executed a Development Power of Attorney registered in the office of District Sub Registrar –II South 24 Parganas, West Bengal and recorded in Book no I, Volume no.1602-2024, at Pages from 102175 to 102204 being no.160202896 for the year 2024 in favour of Sri Palash Mazumder and Sri Lalit Baid, both partners of Skyline Projects, empowering them to do the acts and deeds mentioned therein.

AND WHEREAS in terms of the said Development Agreement dated 09.02.2024, the Said flat and the said car parking space fall in the Developers allocations and that they are free to deal therewith.

2nd Schedule
Part-I
(Said Flat)

Residential Flat No. on thefloor, having carpet area square feet plus an exclusive balcony having a carpet area of square feet, i.e a total carpet area ofsquare feet corresponding to square feet of built up area approximately comprised in the said proposed building named “**Skyline Bhagavati**” to be constructed at the said premises and delineated on the Plan annexed hereto and bordered in color Red thereon..

Part-II
(Parking Space)

The right to park car in the Car Parking Space in the ground floor of the said proposed building named “**Skyline Bhagavati**” to be constructed at the said premises and delineated on the Plan annexed hereto and bordered in color Red thereon

Part-III
(Said Flat And Appurtenances)
[Subject Matter of Sale]

The Said Flat, being the flat described in **Part-I** of the **2nd Schedule** above.

The right to parkcar in the Parking Space, being the Parking Space described in **Part-II** of the **2nd Schedule** above.

The Land Share, being undivided, impartible, proportionate and variable share and/or interest in the land comprised in the Said Premises described in **Part-I** of the **1st Schedule** above, as is attributable to the Said Flat.

The share in Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3rd Schedule** below, as is attributable to the Said Flat.

3rd Schedule
(Common Portions)

Common Portions as are common between the co-Owners of the Said building.

- Lobbies, staircases and landings of the Said building.
- Stair head room and electric meter space of the Said building.
- Lift machine room (if any) , chute and lift well of the Said building.
- Common installations on the roof above the top floor of the Said building.

- Common staff toilet in the ground floor of the Said building.
- Ultimate/top roof above the top floor of the Said building.
- Overhead water tank, water pipes and sewerage pipes of the Said building (save those inside any Unit or attributable thereto).
- Drains, sewerage pits and pipes within the Said building (save those inside any Unit or attributable thereto).
- Electrical Installations including wiring and accessories (save those inside any Unit or attributable thereto) for receiving electricity from Electricity Supply Agency to all the Units in the Said building and Common Portions within or attributable to the Said building.
- Lift and lift machinery of the Said building.
- Other areas and/or installations and/or equipments as are provided in the Said building for common use and enjoyment.

4th Schedule
(Common Expenses/Maintenance Charges)

- 1. Association:** Establishment and all other capital and operational expenses of the Association.
- 2. Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
- 3. Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.

4. **Litigation:** All litigation expenses incurred for common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions of the said building.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions of the said building, including lifts, changeover switches, EPABX (if any), pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions of the Said Building.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the said building save those separately assessed on the Purchasers.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

In Witness Whereof the Parties have executed and delivered this Indenture on the date mentioned above.

Witnesses:

1.

2.

(Owners)

(Developer/Promoter)

(Purchasers/Allottees)

MEMO OF CONSIDERATION

Received from the within named purchasers a sum of **Rs./-** (**Rupees** **Only**) in the following manner:

Date	Cheque No.	Bank/ Branch	Amount(Rs.)
TOTAL			

(Rupees.....)

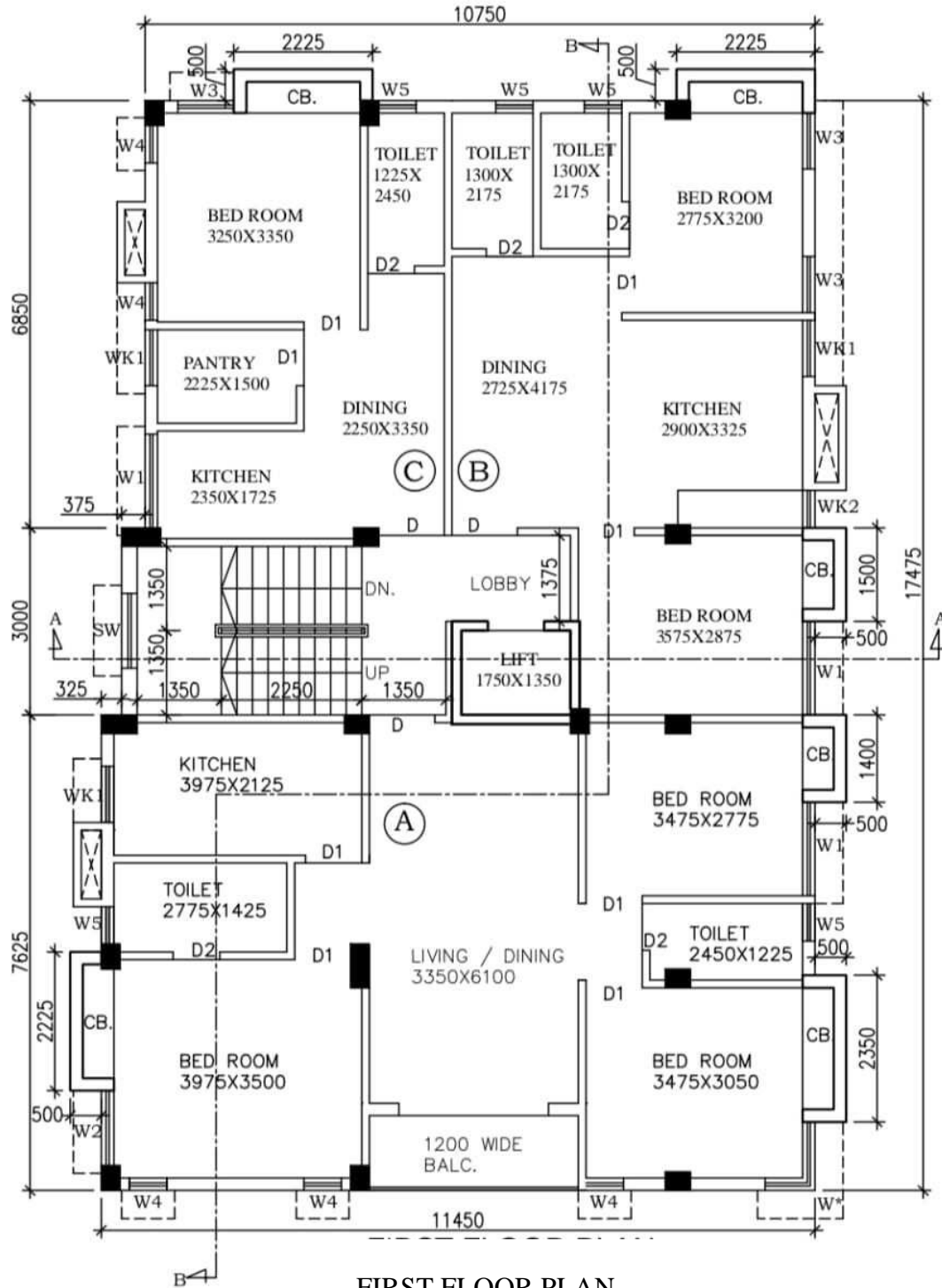
Witnesses:

1.

2.

(Developer)

FIRST FLOOR PLAN OF THE PROPOSED BUILDING AT 34B, LAKE TEMPLE ROAD
 KOLKATA - 700029, WARD NO. 87, BOROUGH NO.-VIII OF
 THE KOLKATA MUNICIPAL CORPORATION



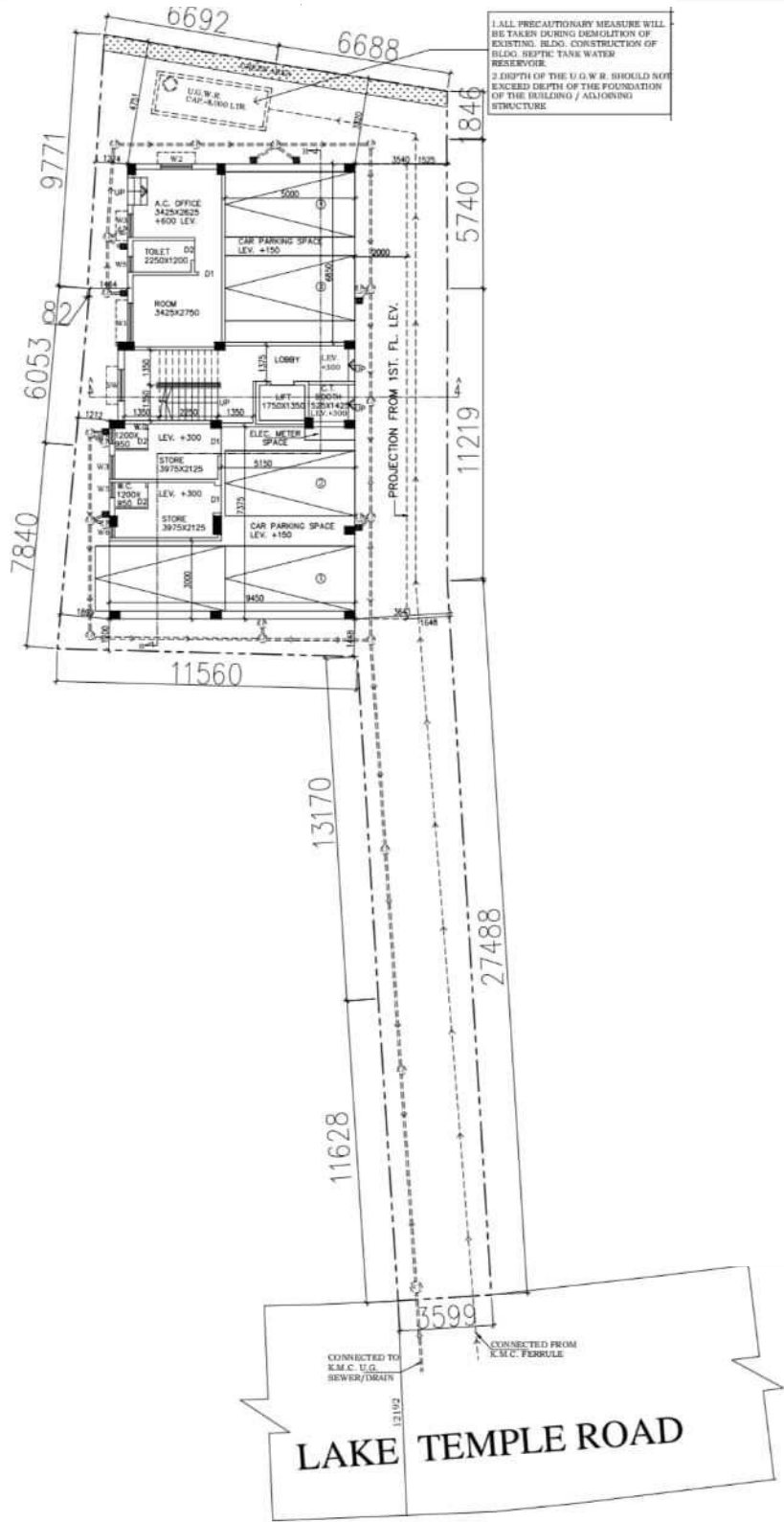
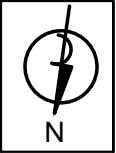
FIRST FLOOR PLAN

 SIGNATURE OF OWNERS

 SIGNATURE OF DEVELOPER

 SIGNATURE OF PURCHASERS

GROUND FLOOR PLAN OF THE PROPOSED BUILDING AT 34B, LAKE TEMPLE ROAD
 KOLKATA - 700029, WARD NO. 87, BOROUGH NO.-VIII OF
 THE KOLKATA MUNICIPAL CORPORATION



GROUND FLOOR PLAN

 SIGNATURE OF OWNERS

 SIGNATURE OF DEVELOPER

 SIGNATURE OF PURCHASERS