

THIS CONVEYANCE made this day of 2025,
BETWEEN (1) SANTOSH MISHRA, son of Lakshan Deo Misra, by faith Hindu,
by occupation Business, residing at Flat No. 32J, 32nd Floor, Tower-1, South City
Residences, 375, Prince Anwar Shah Road, Police Station Jadavpur, Kolkata – 700

068, having his I. T. PAN-AIMPM6604N (2) **M/S. SATYAM PROPERTIES**, a Partnership Firm, having its principle place of business at 28A, Nakuleshwar Bhattacharya Lane, Kolkata – 700 026, Police Station Tollygunje, having its I. T. PAN-ACHFS7021C, both Nos.(1) and (2) represented by their Constituted Attorney namely Vinay Kumar Goenka, son of Late Jwala Prasad Goenka, residing at 8, Mahanirvan Road, Police Station Rabindra Sarovar (formerly Lake), Post Office Sarat Bose Road, Kolkata – 700 029, having his Aadhaar No.8719 0666 3864 and I. T. PAN - ADYPG6914E, constituted by a Power of Attorney dated 12.04.2017 registered in the Office of the District Sub-Registrar-I, Alipore, South 24-Parganas, in Book No.I, Being No.00946 of 2017, hereafter jointly called “the **VENDORS**” (which expression shall include their and each of their respective successors-in-interest and/or assigns) of the **FIRST PART AND M/S. G. G. DEVELOPERS**, a partnership Firm, having its Office at 8, Mahanirvan Road, Kolkata – 700 029, having its I. T. PAN-AACFG4380R, represented by one of its partners for the time being namely Vinay Kumar Goenka, son of Late Jwala Prasad Goenka, residing at 8, Mahanirvan Road, Police Station Rabindra Sarovar (formerly Lake), Post Office Sarat Bose Road, Kolkata – 700 029, having his Aadhaar No.8719 0666 3864 and I. T. PAN - ADYPG6914E, hereafter called “the **DEVELOPER**” (which expression shall include its successor-in-interest and/or assigns) of the **SECOND PART AND**

hereafter called “the **PURCHASER**” (which expression shall include his successor-in-interest and/or assigns) of the **THIRD PART**:

WHEREAS:

- A.** One Anil Chandra Bandopadhyay was the sole and absolute owner of **ALL THAT** the sheds and structures together with the piece and parcel of Bastu land, whereupon or on a portion whereof the same are erect and built, admeasuring 7 (seven) Cottahs 3 (three) Chittacks 39 (thirty nine) Square Feet, more or less, situate, lying at and being Premises No. 30A, Bakul Bagan First Lane (now known as Bakul Bagan Row), Calcutta, comprised in Holding No.444 (old Holding No. 224), under Division-6, Sub- Division-M, Mouza Chakraberia, Post Office Beltala, Police Station Bhowanipore, District 24-Parganas, hereafter called “the **PREMISES**”, free from all encumbrances whatsoever;
- B.** By a Deed of Sale in Bengali language (Kobala) dated 3rd September, 1927 between Anil Chandra Bandopadhyay, therein called the Vendor of the One Part and (Smt.) Gouri Bala Debi, therein called the Purchaser of the Other Part and registered in the Office of District Sub-Registry at Alipore, in Book No.I, Volume No.76, at Pages 224 to 232, Being No.4486 for the year 1927, the Vendor therein sold, conveyed and transferred to the Purchaser therein out of the Premises **ALL THAT** the sheds and structures together with the piece and

parcel of Bastu land, whereupon or on a portion whereof the same are erect and built, admeasuring 4 (four) Cottahs, more or less, situate, lying at and being a divided portion of the Premises, hereafter called “the **FIRST LOT**”, free from all encumbrances, for the consideration therein mentioned;

C. By another Deed of Sale in Bengali language (Kobala) dated 29th July, 1932 between Anil Chandra Bandopadhyay, therein called the Vendor of the One Part and (Smt.) Gouri Bala Debi, therein called the Purchaser of the Other Part and registered in the Office of District Sub-Registry at Alipore, in Book No.I, Volume No.57, at Pages 72 to 76, Being No.2758 for the year 1932, the Vendor therein sold, conveyed and transferred to the Purchaser therein the remaining portion of the Premises i.e. **ALL THAT** the sheds and structures together with the piece and parcel of Bastu land, whereupon or on a portion whereof the same are erect and built, admeasuring 3 (three) Cottahs 3 (three) Chittacks 39 (thirty nine) Square Feet, more or less, situate, lying at and being the remaining divided portion of the Premises, hereafter called “the **SECOND LOT**”, free from all encumbrances, for the consideration therein mentioned;

D. Thus, (Smt.) Gouri Bala Debi became the sole and absolute owner of the entirety of the Premises (comprised of the First Lot and the Second Lot) and got her name mutated as the owner thereof in the records of the Municipal

Corporation of Calcutta and the same was renumbered as Municipal Premises No.30A, Bakul Bagan Row, Calcutta;

- E.** (Smt.) Gouri Bala Debi made and published her last Will and Testament dated 11th December, 1970, hereafter called “the **SAID WILL**” and got the same registered in the Office of the Joint Sub-Registrar at Alipore, South 24-Parganas, in Book No.III, Being No.109 for the year 1970 whereby she appointed her son Durga Das Banerjee, since deceased and her son-in-law Dinabandhu Mukherjee, since deceased, as the joint Executors of the Said Will and divided the Premises into several lots and bequeathed such lots to her several legal heirs, in the manner mentioned in the Said Will;
- F.** By a Deed of Gift dated 12th December, 1970 between (Smt.) Gouri Bala Debi, therein called the Donor of the One Part and (Smt.) Ratna Mukherjee, therein called the Donee of the Other Part and registered in the Office of District Sub-Registrar at Alipore, South 24-Parganas, in Book No.I, Volume No.90, at Pages from 177 to 181, Being No.5173 for the year 1970, the Donor therein, out of the natural love and affection towards her younger daughter being the Donee therein, gifted and transferred to her a divided portion of the Premises being **ALL THAT** the one storey building together with the piece and parcel of Bastu land, whereupon or on a portion whereof the same is erect and built, admeasuring 1 (one) Cottah 7 (seven) Chittacks 27 (twenty seven) Square Feet,

more or less, being a divided portion of the then Municipal Premises No.30A, Bakul Bagan Row (subsequently renumbered as Municipal Premises No.30C, Bakul Bagan Row), Calcutta – 700 025, hereafter called the “**SECOND PREMISES**”, free from all encumbrances and the Donee therein duly accepted such gift;

- G.** (Smt.) Ratna Mukherjee got mutated her name as owner of the Second Premises in the records of the Kolkata Municipal Corporation and the same was renumbered as No.30C, Bakul Bagan Row, Kolkata-700 025;
- H.** The remaining portion of the Premises i.e. **ALL THAT** partly one storey and partly two storied building and structures together with the piece and parcel of Bastu Land, whereupon or on a part whereof the same is erect and built admeasuring 5 (five) Cottahs 12 (twelve) Chittacks 12 (twelve) Square Feet, more or less, being Municipal Premises No.30A, Bakul Bagan Row, Kolkata – 700 025, hereafter called “the **FIRST PREMISES**” was retained by (Smt.) Gouri Bala Debi;
- I.** (Smt.) Gouri Bala Devi died on or about 23rd November, 1971, leaving behind her surviving two sons and four daughters namely Kalidas Banerjee, Durga Das Banerjee, Niharika Chatterjee nee Banerjee, Shefalika Chatterjee nee Shefali Banerjee, Juthika Mukherjee nee Banerjee and Ratna Mukherjee nee Banerjee, who collectively and in equal share inherited the Estate of Late

Gouri Bala Debi including the First Premises, each having acquired equal and undivided 1/6th (one-sixth) share in the Estate of Late Gouri Bala Debi including the First Premises. The husband of (Smt.) Gouri Bala Debi namely Pramatha Nath Bandopadhyay predeceased her and also her one son namely Naren Das Banerjee also predeceased her as bachelor;

J. Durga Das Banerjee, since deceased, filed a Title Suit No.73 of 1976 in the Court of Learned 4th Munsif at Alipore against the Corporation of Calcutta and others prayed for a decree of permanent injunction. The said suit was decreed ex-parte by the Judgment and Order dated 13th January 1982 thereby the Defendants in the said Suit were restrained by an Order of permanent injunction from giving effect to in any manner or dealing with both the First Premises No.30A, Bakul Bagan Row, Calcutta and the Second Premises No.30C, Bakul Bagan Row, Calcutta and further for assessment realization of Municipal taxes until proper partition of the Premises No. 30A, Bakul Bagan Row, amongst the joint owners.

K. On or about 30th March, 1974, Niharika Chatterjee nee Banerjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind her surviving her two sons namely Dilip Chattopadhyay and Kamal Kumar Chattopadhyay and three daughters namely (Smt.) Shibani Banerjee, (Smt.) Kalyani Mukherjee and (Smt.) Soma Ganguly, as her legal heirs and

heiresses, who collectively and in equal share inherited interalia the undivided $\frac{1}{6}$ th (One-sixth) share of Late Niharika Chatterjee in the First Premises, each having inherited from her the undivided $\frac{1}{30}$ th (One-Thirtieth) share in the First Premises. The husband of Late Niharika Chatterjee predeceased her;

L. On or about 9th July, 1992, Kali Das Banerjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving a son namely Somnath Banerjee and a daughter namely (Smt.) Manisha Chatterjee, as his legal heir and heiress, who jointly and in equal share inherited interalia the right, title and/or interest of Kali Das Banerjee in the First Premises, each having acquired an undivided $\frac{1}{12}$ th (One-Twelfth) share and/or interest in the First Premises. The wife of Late Kali Das Banerjee predeceased him.

M. On or about 5th November, 1995, Durga Das Banerjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his widow (Smt.) Kalyani Debi Banerjee, a son namely Onkarnath Banerjee and two daughters namely (Smt.) Sharmila Chatterjee and (Smt.) Sujata Paul, as his legal heir and heiresses, who collectively and in equal share inherited interalia the undivided $\frac{1}{6}$ th (One-sixth) share of Late Durga Das Banerjee in the First Premises, each having inherited from her the undivided $\frac{1}{24}$ th (One-Twenty-fourth) share in the First Premises;

- N.** On or about 5th September, 1999, Somnath Banerjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate as bachelor, leaving behind him surviving his sister (Smt.) Manisha Chatterjee, as his legal heiress, who inherited the undivided 1/12th (One-twelfth) share of Late Somnath Banerjee in the First Premises and thus, having inherited interalia the undivided 1/6th (One-Sixth) share in the First Premises;
- O.** On or about 30th December, 2000, Shefalika Chatterjee nee Banerjee alias Shefali Chatterjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind her surviving her two sons namely Bijan Chatterjee and Samar Nath Chatterjee and four daughters namely (Smt.) Jhumur Chatterjee, (Smt.) Mili Mukherjee, (Smt.) Moni Mala Chakroborty and (Smt.) Runu Mukherjee, as her legal heirs and heiresses, who collectively and in equal share inherited the undivided 1/6th (One-sixth) share of Late Shefalika Chatterjee in the First Premises, each having inherited from her interalia the undivided 1/36th (One by thirty six) share in the First Premises. The husband of Late Shefalika Chatterjee nee Banerjee namely Sambhu Nath Chatterjee predeceased her on 21st November, 2000.
- P.** Since no Application for grant of Probate of the Will of the Said Will was applied for by the Executors named by Late Gouri Bala Debi in the Said Will, a Title Suit No.3 of 2006 before the Court of Learned 4th Civil Judge (Senior

Division) at Alipore was filed by one (Smt.) Kalyani Debi Banerjee, widow of Late Durga Das Banerjee, (Smt.) Sujata Paul, wife of Sri Tapan Paul and daughter of Late Durga Das Banerjee, Sri Kalyan Mukherjee, son of Late Dinobondhu Mukherjee against Smt. Krishna Banerjee and 15 others being the legal heirs or successors-in-interest of Late Gouri Bala Debi prayed for a decree of partition and injunction of the First Premises being Premises No.30A, Bakul Bagan Row, Kolkata-700 025, under Police Station Bhowanipore by metes and bounds;

Q. By an Order dated 17.01.2006, the Learned 4th Civil Judge (Senior Division) at Alipore was pleased to pass an order of injunction in Title Suit No.3 of 2006 restraining all the legal heirs and/or successors-in-interest of Late Gouri Bala Debi from dealing, encumbering and/or parting with any portion of their undivided interest in the First Premises in any manner whatsoever till disposal of the said suit.

R. All the legal heirs and/or successors-in-interest of Late Gouri Bala Debi being the parties to the said suit have unanimously agreed to waive the order of injunction passed in the Title Suit No.3 of 2006 for the purpose of transferring their respective undivided specified share in the First Premises in favour of the Vendors herein. As such, all the legal heirs of Late Gouri Bala Debi being the parties in the Said Suit were ultimately withdrawn the said Suit;

S. On or about _____, Juthika Mukherjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind her surviving her two sons namely Kalyan Mukherjee and Milan Mukherjee, as his legal heirs, who jointly and in equal share inherited the undivided $1/6^{\text{th}}$ (One-sixth) share of Late Juthika Mukherjee in the First Premises, each having inherited from her interalia the undivided $1/12^{\text{th}}$ (One-Twelfth) share in the First Premises. The husband of Late Juthika Mukherjee namely Late Dinobandhu Mukerjee predeceased her;

T. Thus, the under mentioned successor-in- interest of Late Gouri Bala Debi each having acquired the following undivided specified share and/or interest in the First Premises:

<u>N a m e</u>		<u>Share</u>	
Ratna Mukherjee	$1/6^{\text{th}}$	
Dilip Chattopadhyay	$1/30^{\text{th}}$	
Kamal Kumar Chattopadhyay	$1/30^{\text{th}}$	
(Smt.) Shibani Banerjee	$1/30^{\text{th}}$	
(Smt.) Kalyani Mukherjee	...	$1/30^{\text{th}}$	
(Smt.) Soma Ganguly Banerjee	...	$1/30^{\text{th}}$	(Smt.)
Kalyani Debi Banerjee	...	$1/24^{\text{th}}$	
Onkarnath Banerjee	...	$1/24^{\text{th}}$	

(Smt.) Sharmila Chatterjee	...	1/24th
(Smt.) Sujata Paul	...	1/24th
(Smt.) Manisha Chatterjee	...	1/6th
Bijan Chatterjee	...	1/36th
Samar Nath Chatterjee	...	1/36th
(Smt.) Jhumur Chatterjee	...	1/36th
(Smt.) Mili Mukherjee	...	1/36th
(Smt.) Moni Mala Chakroborty	...	1/36th
(Smt.) Runu Mukherjee	...	1/36th
Kalyan Mukherjee	...	1/12th
Milan Mukherjee	...	1/12th

- U.** By a Conveyance dated 29th September, 2010 between Ratna Mukherjee, therein called the Vendor of the One Part and Santosh Mishra, therein called the Purchaser of the Other Part and registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, C. D. Volume No. 24, at Pages 2139 to 2157, Being No. 9734 for the year 2010, the Vendor therein sold, conveyed and transferred to the Purchaser therein her undivided 1/6th (One-Sixth) share in the First Premises, free from all encumbrances, for the consideration therein mentioned;

- V.** By a Conveyance dated 29th September, 2010 between Ratna Mukherjee, therein called the Vendor of the One Part and Santosh Mishra, therein called the Purchaser of the Other Part and registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, C. D. Volume No. 26, at Pages 9711 to 9729, Being No.10961 for the year 2010, the Vendor therein sold, conveyed and transferred to the Purchaser therein the entirety of the Second Premises, free from all encumbrances, for the consideration therein mentioned;
- W.** By a Conveyance dated 14th September, 2012 between Onkarnath Banerjee, therein called the Vendor of the One Part and M/s. Satyam Properties, therein called the Purchaser of the Other Part and registered in the Office of the Additional District Sub-Registrar at Alipore, in Book No. I, C. D. Volume No. 33, at Pages 1040 to 1069, Being No. 7396 for the year 2012, the Vendor therein sold, conveyed and transferred to the Purchaser therein his undivided 1/24th (One-Twenty-fourth) share in the First Premises, free from all encumbrances, for the consideration therein mentioned;
- X.** By a Conveyance dated 14th September, 2012 between (Smt.) Kalyani Debi Banerjee, (Smt.) Sujata Paul and (Smt.) Sharmila Chatterjee, therein collectively called the Vendors of the One Part and M/s. Satyam Properties, therein called the Purchaser of the Other Part and registered in the Office of

the Additional District Sub-Registrar at Alipore, South 24-Parganas, in Book No.I, C. D. Volume No.33, at Pages 1637 to 1666, Being No.07416 for the year 2012, the Vendors therein collectively sold, conveyed and transferred to the Purchaser therein their collective undivided 1/8th (one-eighth) share in the First Premises, free from all encumbrances, for the consideration therein mentioned;

Y. By a Conveyance dated 3rd October, 2012 between Bijan Chatterjee, Samarnath Chatterjee, (Smt.) Jhumur Chatterjee, (Smt.) Mili Mukherjee, (Smt.) Monimala Chakroborty and (Smt.) Runu Mukherjee, therein collectively called the Vendors of the One Part and M/s. Satyam Properties, therein called the Purchaser of the Other Part and registered in the Office of the Additional District Sub-Registrar at Alipore, South 24-Parganas in Book No. I, C. D. Volume No.36, at pages 381 to 413, Being No.08051 for the year 2012, the Vendors therein sold, conveyed and transferred to the Purchaser therein their collective undivided 1/6th (One-Sixth) share in the First Premises, free from all encumbrances, for the consideration therein mentioned;

Z. By a Conveyance dated 17th October, 2012 between Kalyan Kumar Mukhopadhyay, therein called the Vendor of the One Part and M/s. Satyam Properties, therein called the Purchaser of the Other Part and registered in the Office of the Additional District Sub-Registrar at Alipore, South 24-Parganas,

in Book No. I, C. D. Volume No.37, at Pages 2469 to 2499, Being No. 08413 for the year 2012, the Vendor therein sold, conveyed and transferred to the Purchaser therein his undivided 1/12th (One-Twelfth) share in the First Premises, free from all encumbrances, for the consideration therein mentioned;

AA. By a Conveyance dated 17th October, 2012 between Milan Kumar Mukhapadhyay, therein called the Vendor of the One Part and M/s. Satyam Properties, therein called the Purchaser of the Other Part and registered in the Office of the Additional District Sub-Registrar at Alipore, South 24-Parganas, in Book No. I, C. D. Volume No. 37, at Pages 2905 to 2935, Being No. 08441 for the year 2012, the Vendor therein sold, conveyed and transferred to the Purchaser therein his undivided 1/12th (One-Twelfth) share in the First Premises, free from all encumbrances, for the consideration therein mentioned;

AB. By a Conveyance dated 26th December, 2012 between (Smt.) Manisha Chatterjee, therein called the Vendor of the One Part and M/s. Satyam Properties, therein called the Purchaser of the Other Part and registered in the Office of the Additional Registrar of Assurance-I, Kolkata, in Book No.I, C. D. Volume No. 24, at Pages 8241 to 8263, Being No. 11968 for the year 2012, the Vendor therein sold, conveyed and transferred to the Purchaser therein her undivided 1/6th (One-Sixth) share in the First Premises, free from all encumbrances, for the consideration therein mentioned;

AC. By a Conveyance dated 15th January, 2013 between (Smt.) Shibani Banerjee, (Smt.) Kalyani Mukherjee, Dilip Chattopadhyay, (Smt.) Soma Ganguly and Kamal Kumar Chattopadhyay, therein collectively called the Vendors of the One Part and Santosh Mishra, therein called the Purchaser of the Other Part and registered in the Office of the Additional Registrar of Assurances-I, Kolkata, in Book No. I, C. D. Volume No.1, at pages 7982 to 8016, Being No. 00366 for the year 2013, the Vendors therein sold, conveyed and transferred to the Purchaser therein their collective undivided 1/6th (One-Sixth) share in the First Premises, free from all encumbrances, for the consideration therein mentioned;

AD. Thus, M/s. Satyam Properties became entitled to an undivided 5/6th (five by sixth) share in the First Premises and Santosh Mishra became entitled to an undivided 1/6th (one-sixth) share in the First Premises and Santosh Mishra became entitled to the entirety of the Second Premises;

AE. By a Conveyance dated 29th March, 2016 between Santosh Mishra, therein called the Vendor of the One Part and M/s. Satyam Properties, therein called the Purchaser of the Other Part and registered in the Office of the Additional District Sub-Registrar, Alipore, South 24-Parganas, in Book No. I, Volume No.1605-2016, at Pages 62120 to 62140, Being No. 160502277 for the year 2016, the Vendor therein sold, conveyed and transferred to the Purchaser

therein an undivided 5% (Five Percent) share in the First Premises, free from all encumbrances, for the consideration therein mentioned;

AF. M/s. Satyam Properties and Santosh Mishra got the First Premises and the Second Premises amalgamated into a single Municipal Holding and the same was renumbered and now known as Municipal Premises No.30A, Bakul Bagan Row, Kolkata-700 025, morefully described in the **FIRST SCHEDULE** hereto and hereafter called “the **PREMISES**”.

AG. By a Development Agreement dated 7th April, 2017, hereafter called “the **DEVELOPMENT AGREEMENT**” between M/s. Satyam Properties and Santosh Mishra, the Vendors herein, therein called the Owners of the One Part and M/s. G. G. Developers, therein called the Developer of the Other Part and registered in the Office of the District Sub-Registrar, Alipore, South 24-Parganas, in Book No.I, Volume No. 1601-2017, at Pages 26688 to 26739, Being No.00902 for the year 2017, the Owners therein have agreed to have the Premises developed through the Developer therein, by constructing the New Building on the Premises after demolishing the existing structures standing thereon, in the manner and on the terms and condition mentioned in the Development Agreement;

AH. Under the Development Agreement, it has been agreed that after the construction of the New Building, the Developer shall allot the Owners therein

such number of Units as have 6.5% (Six point Five Percent) Super Built Up Area in the New Building as per Plans **AND TOGETHER WITH** an undivided 6.5% (Six point Five Percent) share in the Land and the similar share in the Common Portions of the Premises;

AI. There was an abnormal delay in the construction of the New Building to be constructed on the Premises by the Developer in accordance of the Development Agreement for the reasons that the tenants of the Premises could not be vacated and as such the Plans for construction of the New Building could not be submitted to the Corporation for sanction.

AJ. The Owners herein were in urgent need of a suitable accommodation, as such, the Owners approached the Developer to assign and transfer all their right, title and interest under the Development Agreement including the Owners' Area allotted to them under the Development Agreement so that they can purchase a suitable accommodation elsewhere from the fund provided by the Developer in lieu of the Owners' Area;

AK. As such, by a Deed of Assignment dated 12th April, 2017 between M/s. Satyam Properties and Santosh Mishra, the Vendors herein, therein jointly called the Assignors of the First Part, Pradip Kumar Goenka, Anita Goenka and Rishab Goenka, therein collectively called the Assignees of the Second Part and M/s. G. G. Developers, therein called the Developer of the Third Part

and registered in the Office of the District Sub-Registrar-I, Alipore, South 24-Parganas, in Book No.I, Volume No.1601-2017, at Pages 27928 to 27951, Being No.160100945 for the year 2017, with the consent of the Developer, assigned all their right, title and interest as well as the obligations under the Development Agreement in favour of the Assignees therein in the manner and for the consideration therein mentioned;

AL. As such, the Owners herein ceased to have any right, title and interest and/or obligations under the Development Agreement because such right has been transferred by them in favour of the Assignees;

AM. The Developer got the Plans sanctioned from the Corporation;

AN. The Developer commenced and completed the construction of the New Building comprises of several Units in accordance with the Plans;

AO. The Corporation has issued the Completion Certificate No. dated ;

AP. The Developer has fulfilled all its obligations towards the Owners by delivering the Owners' Area to the Owners and thus the Developer has become entitled to the Developer's Area, exclusively which includes the Said Unit described in **PART-I** of the **SEVENTH SCHEDULE** hereto;

AQ. Now, the Owners and the Developer have agreed to sell and transfer to the Purchaser, on the terms and conditions mentioned hereunder, the Said Unit And the Appurtenant Rights:

- (i) **ALL THAT** the Said Unit described in **PART-I** of the **SEVENTH SCHEDULE** hereto;
- (ii) **TOGETHER WITH** the Parking Space, if any, more fully described in **PART-II** of the **SEVENTH SCHEDULE** hereto;
- (iii) **AND TOGETHER WITH** an Undivided Impartible Proportionate Share in the Land comprised in the Premises;
- (iv) **AND TOGETHER WITH** the undivided proportionate and impartible share in the Common Areas described in the **THIRD SCHEDULE** hereto;
- (v) **AND TOGETHER WITH** the benefit of the Plans exclusively so far it relates to the Said Unit and the Parking Space, if any and proportionately so far it relates to the Common Areas;
- (vi) **AND TOGETHER WITH** all rights appurtenant thereto;

AR. The Owners and the Developer are now completing the sale of the Said Unit And the Appurtenant Rights in favour of the Purchaser by these presents in the manner and for the consideration hereafter mentioned;

NOW THIS INDENTURE WITNESSETH THAT:

I. In consideration of the premises and in consideration of the sum of Rs. /-(Rupees) only paid by the Purchaser to the Developer towards the Said Unit And the Appurtenant Rights (receipt whereof the Developer doth hereby as well as by the Receipt and Memo hereunder written, admit and acknowledge and of and from the payment of the same, forever, release, discharge and acquit the Purchaser and the Said Unit And the Appurtenant Rights), the Owners and the Developer do and each of them doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** the Said Unit morefully described in **PART-I** of the **SEVENTH SCHEDULE** hereto **TOGETHER WITH** the Parking Space, if any, morefully described in **PART-II** of the **SEVENTH SCHEDULE** of the **SEVENTH SCHEDULE** hereto **AND TOGETHER WITH** the Undivided Proportionate share in Land comprised in the Premises described in the **SECOND SCHEDULE** hereto **AND TOGETHER WITH** the undivided proportionate and impartible share in the Common Areas morefully described in the **THIRD**

SCHEDULE hereto **AND TOGETHER WITH** the benefit of the Plans exclusively so far it relates to the Said Unit and the Parking Space, if any and proportionately so far it relates to the Common Areas **AND TOGETHER WITH** all rights appurtenant thereto, which are all hereafter as well as hereinbefore collectively called "the **SAID UNIT AND THE APPURTENANT RIGHTS**" **OR HOWSOEVER OTHERWISE** the Said Unit And the Appurtenant Rights now are or is or at any time heretobefore were or was situate, butted, bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all areas, fences, passages, sewers, drains, water, water courses, trees, bushes, hedges, crops, benefits, advantages and all manner of former or other rights, liberties and easements, privileges, appendages and appurtenances whatsoever belonging to the Said Unit And the Appurtenant Rights or in anywise appertaining thereto, or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel or member thereof or appurtenant thereto **AND** the reversion or reversions, remainder or remainders, and the rents, issues and profits of the Said Unit And the Appurtenant Rights and other rights hereby conveyed **AND** all the estate, right, title, interest, property, claim and demand whatsoever of the Owners into or upon the Said Unit And the Appurtenant Rights and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be

and every part or parts thereof respectively or arising out therefrom **AND TOGETHER FURTHER WITH** all rights, liberties and appurtenances whatsoever **TO AND UNTO** the Purchaser, free from all encumbrances, trusts, liens, lispens and attachments whatsoever (**SAVE** only those as are expressly mentioned herein) **AND TOGETHER FURTHER WITH AND SUBJECT TO** the easements or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the Premises, the Land and the New Building by the Purchaser and the Co-Owners as mentioned in the **FIFTH SCHEDULE** hereto **TO HAVE AND TO HOLD** the Said Unit And the Appurtenant Rights and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof, respectively, or arising out therefrom, absolutely and forever **SUBJECT TO** the Covenants and the Rules and Regulations contained in the **SIXTH SCHEDULE** hereto and/or elsewhere herein **AND ALSO SUBJECT TO** the Purchaser paying and discharging all taxes, impositions and other Common Expenses relating to the Premises, proportionately and the Said Unit and the Parking Space, if any wholly, details whereof are more fully mentioned in the **FOURTH SCHEDULE** and the **SIXTH SCHEDULE** hereto;

**II. THE OWNERS AND THE DEVELOPER DO AND EACH OF THEM
DOTH HEREBY COVENANT WITH THE PURCHASER AS
FOLLOWS:**

- i) **THAT** the interest which the Owners and the Developer do and each of them doth hereby profess to transfer, subsists and that the Owners and the Developer have the sole right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchaser, the Said Unit And the Appurtenant Rights **TOGETHER WITH** the benefits, rights and properties hereby sold and conveyed;
- ii) **AND THAT** it shall be lawful for the Purchaser, from time to time and at all times hereafter, to enter into and upon and to use, hold and enjoy the Said Unit And the Appurtenant Rights and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof, without any interruption, disturbance, claim or demand whatsoever, from or by the Owners and the Developer or any person or persons claiming through, under or in trust for them unless otherwise expressly mentioned herein **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever **SAVE** only those as are expressly contained herein;

- iii) **AND THAT** the Owners and the Developer shall, from time to time and at all times hereafter, upon every request and at the costs of the Purchaser, make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the Said Unit And the Appurtenant Rights **TOGETHER WITH** the benefits, rights and properties hereby granted, unto the Purchaser, in the manner aforesaid;
- iv) **AND THAT** the Developer and/or the Association, upon its formation, shall, unless prevented by fire or some other irresistible force, from time to time and at all times hereafter, upon reasonable request and at costs of the Purchaser, produce or cause to be produced to the Purchaser or to his attorneys or agents or before or at any trial, commission, examination, tribunal, board or authority, for inspection or otherwise, as occasion shall require, the original Title Deeds of the Premises (which are presently in the possession of the Developer) and also shall, at the like request and costs of the Purchaser, deliver to the Purchaser such attested or other copies or extracts therefrom, as the Purchaser may require and shall in the meantime, keep the same safe, unobliterated and unconcealed;

v) **AND THAT** the Owners and the Developer shall not do anything or make any grant or term, whereby the rights of the Purchaser hereunder may be prejudicially affected and shall do all acts as be necessary to ensure the rights available to the Purchaser as purchaser and as Co-Owners hereunder;

vi) **AND FURTHER THAT** the Owners and the Developer shall duly fulfill and perform all its obligations and covenants elsewhere herein;

III. THE PURCHASERS DOTH HEREBY COVENANT WITH THE OWNERS AND THE DEVELOPER:

To observe, fulfill and perform the rules, regulations and covenants hereunder written **SAVE** those thereof as have already been observed, fulfilled and performed, including, those described in the **SIXTH SCHEDULE** hereto and to regularly pay and discharge, all taxes, impositions and all other outgoings on and in connection with the Said Unit and the Parking Space, if any wholly and the Common Areas and/or the New building, proportionately, including, the Common Expenses;

IV. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED THAT:

- i) **THAT** the Said Unit and the Parking Space, if any in terms hereof have been constructed, completed and made tenantable and vacant possession thereof has been delivered by the Owners and the Developer and received by the Purchaser;
- ii) **AND THAT** the Purchaser neither have nor shall claim from the Owners and the Developer and/or the other Co-Owners, any right, title or interest in any other part or portion of the Land and/or the New building **SAVE** the Said Unit together with the undivided proportionate share of impartible land along with common rights over the Common Areas and facilities of the Said Building and appurtenant thereto.
- iii) **AND THAT** the Purchaser shall not claim partition of the Land, Common Areas of the New Building viz. roof, staircase, lobbies, pump, motors, lights, lifts, etc.;

THE FIRST SCHEDULE:

(Definitions)

The terms used in this Indenture shall, unless they be contrary and/or repugnant to the context, mean and include the following:

1. **ADVOCATES** shall mean **M/S. S.JALAN & COMPANY**, advocates of Room No.40A, 1st Floor, 10, Old Post Office Street, Kolkata – 700 001 or such Advocate or firm of Advocates to whom the Developer may appoint from time to time;
2. **ARCHITECTS** shall mean such Architects whom the Developer may appoint, from time to time, as the Architects for the New Building;
3. **ASSOCIATION** shall mean a limited company or society or syndicate or association to be promoted and formed by the Developer and/or the Co-Owners for the Common Purposes;
4. **CARPET AREA** shall mean the net usable floor area of an Unit, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit.
5. **COMMON AREAS** shall mean all the common areas, driveways, facilities, amenities, erections, constructions and installations to comprise in the Premises and/or the New Building wherein the Said Unit is situate, more fully

mentioned in the **THIRD SCHEDULE** hereto and expressed or intended for common use and enjoyment by the Co-Owners;

6. **COMMON EXPENSES** shall include all expenses to be incurred by the Co-Owners for the maintenance, management and upkeep of the New Building and the Premises and/or expenses for the Common Purposes, including, those mentioned in the **FOURTH SCHEDULE** hereto;
7. **COMMON PURPOSES** shall mean the purposes of managing and maintaining the New Building and the Premises, particularly the Common Areas, collection and disbursement of the Common Expenses and dealing with matters of common interest of the Co-Owners and relating to their mutual rights and obligations, for the most beneficial use and enjoyment of their respective Units, exclusively and the Common Areas, in common;
8. **CO-OWNERS** shall, according to its context, mean either all the persons who acquire or agree to acquire or own Units in the New Building;
9. **CORPORATION** shall mean the Kolkata Municipal Corporation and shall also include the Kolkata Metropolitan Development Authority and other concerned authorities which may recommend, comment upon and/or ratify the Plans and the construction of the New Building;

10. **DEVELOPER** shall mean the Developer abovenamed and shall include its successors-in-interest and/or assigns;
11. **LAND** shall mean the Land underneath the New Building constructed at the Premises more fully described in the **SECOND SCHEDULE** hereto;
12. **MAP** shall mean the lay out plans of the Said Unit and the Parking Space, if any annexed hereto, marked "A" and "B", respectively;
13. **NEW BUILDING** shall mean the building as has been constructed by the Developer on the Premises in accordance with the Plans;
14. **OWNERS** shall mean the Owners abovenamed and shall include their respective successors-in-interest and/or assigns;
15. **PARKING SPACE** shall mean the space for parking of 1 (one) medium sized motor car or two wheeler, agreed to be transferred to the Purchaser, if any, more fully described in **PART - II** of the **SEVENTH SCHEDULE** hereto;
16. **PLANS** shall mean the plans, drawings and specifications of the New Building, prepared by the Architect and sanctioned by the concerned authorities, including the Corporation vide Sanction Permit No.2024080001 dated 02.04.2024 **PROVIDED THAT** it shall also include all alterations/

additions/modifications therein, from time to time, made with the approval of the Architect and/or the Corporation;

17. PREMISES shall mean the Premises described in the **SECOND SCHEDULE** hereto and shall also include the existing structures till its demolition and there after the New Building as has been constructed thereon, wherever the context so permits;

18. PROPORTIONATE OR PROPORTIONATELY shall mean the proportion which the Covered Area of any Unit be to the Covered Area of all the Units in the New Building **PROVIDED THAT** where it refers to share of any rates and/or taxes amongst the Common Expenses, then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied, i.e. in case the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area, rental income or user of the respective Units by the Co-owners, respectively;

19. PURCHASER shall mean and include:

- a) If he/she be an individual, then his/her/its respective heirs, executors, administrators, legal representatives, and/or assigns;
- b) If it be a Hindu Undivided Family then its members for the time being and their respective heirs, executors, administrators, legal representatives

and/or assigns or it be a Company, then, its successor or successors-in-interest and/or assigns;

c) If it be a Company then its successor or successors - in - interest and/or assigns;

d) If it be a Partnership Firm, then, its partners for the time being and their respective heirs, executors, administrators, legal representatives and/or assigns;

20. SAID UNIT shall mean the Unit described in **PART-I** of the **SEVENTH SCHEDULE** hereto and shall where ever the context permits include the Parking Space if any, described in the **PART - II** of the **SEVENTH SCHEDULE** hereto and agreed to be sold to the Purchaser;

21. SAID UNIT AND THE APPURTENANT RIGHTS shall mean the Said Unit morefully described in **PART-I** of the **SEVENTH SCHEDULE** hereto **TOGETHER WITH** the Parking Space, if any, morefully described in **PART-II** of the **SEVENTH SCHEDULE** hereto **AND TOGETHER WITH** the Undivided Proportionate Share in Land comprised in the Premises described in the **SECOND SCHEDULE** hereto **AND TOGETHER WITH** the Undivided Proportionate and impartible Share in the Common Areas morefully described in the **THIRD SCHEDULE** hereto **AND TOGETHER**

WITH the benefit of the Plans exclusively so far it relates to the Said Unit and the Parking Space, if any and proportionately so far it relates to the Common Areas **AND TOGETHER WITH** all rights appurtenant thereto;

22. SUPER BUILT UP AREA or Covered Area shall, according to its context, mean the plinth area of the Said Unit or all the Units in the New Building, including, the bathrooms and balconies and also the thickness of the boundary walls, internal walls and pillars and also including a proportionate share of the Covered Area of the Common Areas **PROVIDED THAT** if any wall be common between 2 (Two) Units, then $\frac{1}{2}$ (One-Half) of the area under such wall shall be included in each such Unit;

23. UNDIVIDED PROPORTIONATE SHARE shall mean the undivided proportionate share in the Land contained in the Premises described in the **SECOND SCHEDULE** hereto, appurtenant to the Said Unit and inter alia, agreed to be sold to the Purchaser hereunder, which shall always be impartible and shall be proportionate to the Covered Area of the Said Unit and shall also mean such shares appurtenant to all other Units comprised in the New Building, wherever the context permits;

24. UNITS shall mean the spaces constructed in the New Building, intended and/or capable of being exclusively owned, held and/or occupied by any Co-Owner;

25. SINGULAR shall include plural and vice versa.

26. MASCULINE gender shall include the feminine and neuter gender and vice versa;

**THE SECOND SCHEDULE:
(The Premises)**

ALL THAT the partly 1 (one) storey having an area of 700 (seven hundred) Square feet, partly 2 (two) storied having an area of 1600 (sixteen hundred) Square feet and partly 3 (three) storied having an area of 2500 (twenty five hundred) Square feet dwelling house and other structures in aggregate having an area of 4800 (forty eight hundred) Square feet, **TOGETHER WITH** the piece or parcel of land whereupon or on a part whereof the same are erect and built, admeasuring 7 (seven) Cottahs 3 (three) Chittacks and 39 (thirty nine) Square Feet, more or less, situate, lying at and being Municipal Premises No.30A, Bakul Bagan Row (formed by the amalgamation of the former Municipal Premises Nos.30A, Bakul Bagan Row and former Municipal Premises No.30C, Bakul Bagan Row), Kolkata-700 025, Police Station Bhawanipur, comprised in Holding No.444 (Old Holding No.224), in Division-6, Sub Division 14, Mouza Chakraberia and also known as Beltala, Bakul Bagan, District- 24 Parganas (South), within Ward No.72 of the Kolkata Municipal Corporation and butted and bounded as follows:

ON THE NORTH : By 20' Feet Wide Municipal Road known as Bakul Bagan Row;

ON THE EAST : Partly by Municipal Premises No.29, Bakul Bagan Row and partly Common Passage;

ON THE SOUTH : By Municipal Premises No.8/1A, Shyamananda Road; and

ON THE WEST : By Municipal Premises No.30B, Bakul Bagan Row;

THE THIRD SCHEDULE **(The Common Areas)**

1. AREAS:

- a) Open and/or covered paths and passages;
- b) Lobbies and stair cases;
- c) Common installations on the roof;
- d) Lift pits, chute and machine room;
- e) Pump room and electric meter room;
- f) Durwan's room and servant's toilet in the ground floor;
- g) The roof.

2. WATER AND PLUMBING: Water reservoirs, water tanks, water pipes (save those inside any Unit).

3. ELECTRICAL INSTALLATIONS:

- a) Rising Mains, Wiring and accessories for lighting of Common Areas;
- b) Pumps and motors;
- c) Lift and Accessories, if any;

4. DRAINS: Drains, sewers, pipes and septic tanks.

5. OTHERS: Other common areas and installations and/or equipment as are provided in the New building for common use and/or enjoyment.

THE FOURTH SCHEDULE
(The Common Expenses)

1. MAINTENANCE:

All costs of maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas, including the exterior or interior (but not inside any Unit) walls of the New Building.

2. OPERATIONAL:

All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including lifts, transformers, generators, pumps, lights of the Common Areas and other common installations including, their licence fees, taxes and other levies (if any).

3. STAFF:

The salaries of and all other expenses on the staff to be employed for the Common Purposes, including, durwans, security personnel, sweepers, plumbers, electricians etc, including their perquisites, bonus and other emoluments and benefits.

4. ASSOCIATION:

Establishment and all other expenses of the Association including its formation, office and miscellaneous expenses and also similar expenses of the Developer until handing over to the Association.

5. INSURANCE:

Insurance premium for insuring the New Building and/or the Common Areas, inter alia, against earth quake, fire, mob violence, damages, civil commotion etc.

6. FIRE FIGHTING:

Costs of installing and operating the fire fighting equipments and personnel, if any.

7. COMMON UTILITIES:

All charges and deposits for supplies of common utilities to the Co-Owners in common.

8. ELECTRICITY:

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, Multistoried 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 AND MISCELLANEOUS:

Creation of fund for replacement, renovation and other periodic expenses.

**THE FIFTH SCHEDULE:
(Easements)**

The Co-Owners shall each other, the Developer and the Association, upon its formation, the rights, easements, quasi-easements, privileges and/or appurtenances:

- i) The right of common passage, user and movement in all the Common Areas;
- ii) The right of passage of utilities, including, connection for telephones, televisions, pipes, cables, etc., through each and every part of the New Building, including, the Said Unit;
- iii) Right of support, shelter and protection of each portion of the New Building by other and/or others thereof;
- iv) The absolute unfettered and unencumbered right over the Common Areas **SUBJECT TO** the terms and conditions herein contained;
- v) Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Unit And the Appurtenant Rights;
- vi) Right to install Television Antenna at such place on the roof of the New Building, as be demarcated by the Developer and/or the Association for such purpose, from time to time, without in any manner, disturbing any Co-Owner entitled exclusively to the same;

- vii) The right, with or without workmen and necessary materials, to enter upon the New Building, including, the Said or any other Unit for the purpose of repairing any of the Common Areas or any appurtenances to any Unit and/or anything comprised in any Unit, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (Forty Eight) hours previous notice in writing to the Co-Owners affected thereby.

THE SIXTH SCHEDULE
(Covenants, Rules And Regulations)

1. TRANSFER AND DISMEMBERMENT:

- 1.1 The Purchaser shall not, at any time, claim partition of the Land and/or the Common Areas.
- 1.2 **SUBJECT TO** the provisions contained in these presents **AND SUBJECT TO** the provisions of law for the time being in force, the Purchaser shall be entitled to the exclusive ownership, possession and enjoyment of the Said Unit And the Appurtenant Rights and the same shall be heritable and transferable as other immovable properties.
- 1.3. In case the Purchaser divests himself of the Purchaser's right in the Said Unit And the Appurtenant Rights, then such transfer shall be

accompanied by the transfer of all share or interest the Purchaser may have in the New Building, the Premises and the Association and such transfer shall be **SUBJECT TO** the condition that the transferee shall become the proportionate share-holder and/or owner of the equity capital and/or member of the Association and abide by all the covenants and pay all amounts payable by the Purchaser hereunder and such transferee shall also have all the rights as the Purchaser may have hereunder. Moreover, any transfer shall not be in any manner inconsistent herewith and the covenants herein shall run with the Said Unit And The Appurtenant Rights;

2. MUTATION, TAXES AND IMPOSITIONS:

- 2.1 The Purchaser shall, after completion of the Said Unit and the Parking Space, if any and after the transfer being completed in terms hereof, apply for and have the Said Unit and the Parking Space, if any separately assessed for the purpose of assessment of Municipal rates and taxes.
- 2.2 In case the Purchaser fails to apply for mutation despite being called upon to do so by the Developer and/or the Association, as the case may be, then and in such event, the Developer and/or the Association shall be entitled to have the same effected at the costs and expenses of the

Purchaser and the Purchaser shall pay to the Developer and/or the Association, as the case may be such costs and expenses within 15 (Fifteen) days of being called upon by the Developer and/or the Association and without prejudice to the other rights of the Developer and/or the Association.

- 2.3 Until such time as the Said Unit be not separately assessed and/or mutated in respect of any tax or imposition, the Purchaser shall bear and pay to the Developer and/or the Association the Proportionate share of the rates and taxes.
- 2.4 Upon the mutation of the Said Unit and the Parking Space, if any in the name of the Purchaser for the purpose of liability of any tax or imposition, the Purchaser shall pay wholly such tax or imposition, in respect of the Said Unit and the Parking Space, if any and Proportionately in respect of the Common Areas.
- 2.5 Apart from the amount of such taxes and impositions, the Purchaser shall be liable to pay the penalty, interest, costs, charges and expenses for and in respect of such taxes or impositions, Proportionately or wholly, as the case may be.

- 2.6 All taxes, impositions and outgoings, including, penalties, costs, charges and expenses, in respect of the Premises and the New Building, accruing till the Date of Possession of the Said Unit and the Parking Space, if any shall be paid, borne and discharged by the Owners and/or the Developer, as applicable, exclusively and those accruing for the period thereafter shall be paid, borne and discharged by the Purchaser wholly, in case the same relates exclusively to the Said Unit and the Parking Space, if any and Proportionately, in case the same relates to the Premises and the New Building.
- 2.7 The terms “Taxes” and “Imposition” referred to in the various sub-clauses of Clause 2 immediately preceding shall include Land Revenue, Municipal Rates and Taxes, Municipal Surcharge, Multistoried Building Tax, if any, Urban Land Tax, 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.

3. MANAGEMENT AND MAINTENANCE OF THE COMMON AREAS:

- 3.1. Until formation of the Association, the Developer may, from time to time, appoint ad-hoc committee or committees of the Co-Owners for such purposes and on such terms as to its election, constitution, authority, delegation and/or function, as the Developer may deem

proper. The Developer, at its option, may also terminate the appointment of such ad-hoc committee or committees.

3.1.1 The Purchaser shall not, in any manner, interfere or raise any objection whatsoever in or with the said functions of the Developer and/or of the Association, relating to the Common Purposes.

3.2 The Developer and upon its formation, the Association shall frame such rules, regulations bye-laws for the Common Purposes, as the Developer or the Association may consider reasonable but not inconsistent with the provisions herein and the Purchaser shall abide by the same.

4. THE ASSOCIATION:

4.1 The Purchaser, the Owners and the Developer (if it retains any Unit) shall become members of the Association and shall pay proportionately all costs for and/or relating to the formation and the establishment of the Association and shall sign such forms, papers, documents, memorandum, articles, declarations, constitution, rules and/or regulations as be necessary and be reasonably required by the Developer.

5. TITLE DEEDS:

5.1 The Developer shall keep the title deeds in respect of the Premises, as are in its possession, in their safe custody or in the custody of any

person or persons as the Developer may, in its absolute discretion, think fit and proper. The Developer shall, at the costs of the Purchaser, arrange for inspection thereof and allow the Purchaser to take copies and/or extracts therefrom as be required by the Purchaser and shall also, at the like request and cost arrange for production of the same before such authorities as the Purchaser may reasonably require.

6. ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC.

6.1 The Purchaser shall, at his cost, wholly in case it relates to the Said Unit and the Parking Space, if any or any part thereof and Proportionately, in case it relates to all the Units in the New Building and/or the Common Areas, make all alterations and/or additions as be required to be made by the Corporation or other statutory bodies and similarly pay all fees and/or penalties required to be paid in respect thereof.

7. USER OF THE SAID UNIT AND THE PARKING SPACE, IF ANY AND THE COMMON AREAS:

7.1. Purchaser shall, at his own costs and expenses, do the following:

- 7.1.1 Keep the Said Unit and the Parking Space, if any and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.
- 7.1.2 Use the Said Unit and the Parking Space, if any and all Common Areas carefully, peacefully and quietly and only for the purpose for which it is meant.
- 7.1.3 Use all paths, passages and staircases (save those reserved hereunder by the Developer and/or or the Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by the Developer or the Association, upon its formation, in writing.
- 7.1.4 Use and affix grills as specified by the Developer or the Association.
- 7.2 The Purchaser shall **NOT** do the following acts, relating to the Common Purposes:
 - 7.2.1 Obstruct the Developer or the Association in their acts, relating to the Common Purposes.

- 7.2.2 Violate any of the rules and/or regulations laid for the Common Purposes and for the user of the Common Areas.
- 7.2.3 Injure, harm or damage the Common Areas or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- 7.2.4 Alter any portion, elevation or colour scheme of the New Building.
- 7.2.5 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **SAVE** at the places indicated therefor.
- 7.2.6 Place or cause to be placed any article or object in the Common Areas.
- 7.2.7 Use the Said Unit or any part thereof for any purpose other than it meant for.
- 7.2.8 Carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit and the Parking Space, if any or the Common Areas.

- 7.2.9 Do or permit anything to be done which is likely to cause nuisance or annoyance to occupants of the other Units in the New Building and/or the adjoining building or buildings.
- 7.2.10 Use or allow the Said Unit and the Parking Space, if any or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose without the written consent of the Developer and/or the Association.
- 7.2.11 Put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the New Building and/or outside walls of the Said Unit **SAVE** at the place or places provided therefor or approved in writing by the Developer and/or the Association **PROVIDED THAT** this shall not prevent the Purchaser from displaying a decent name plate outside the main door of the Said Unit.
- 7.2.12 Obstruct or object to the Developer and/or the Association using, allowing others to use, transferring or making any construction on any part of the Premises and/or the New Building and/or to raise additional floors **SAVE** the Said Unit and the Parking Space, if any and the Common Areas.

- 7.2.13 Obstruct the Owners and/or the Developer in selling or granting rights to any person on any part of the Premises and/or the New Building (excepting the Said Unit and the Parking Space, if any and the Common Areas).
- 7.2.14 Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit and the Parking Space, if any.
- 7.2.15 Affix or draw any wire, cable, pipe from, to or through any Common Areas or outside walls of the New Building or other Units **SAVE** in the manner indicated by the Developer or the Association.
- 7.2.16 Keep any heavy articles or things which are likely to damage the floors or operate any machine **SAVE** usual home appliances.
- 7.2.17 Install or keep or run any generator so as to nuisance to the occupants of the other portions of the New Building.
- 7.2.18 Install any air-conditioner except according to the specifications of the Developer and/or the Association on prior written permission of the Developer and/or the Association.

7.2.19 Affix or change windows or grills other than to the approved specifications of the and on obtaining prior written permission of the Developer or the Association.

7.2.20 Change the colour scheme of the windows, grills the main door of the Said Unit other than according to the specifications of the Developer and/or Association and on obtaining prior written permission of the Developer and/or the Association.

8. PAYMENTS AND DEPOSITS TOWARDS TAXES AND IMPOSITIONS AND THE COMMON EXPENSES:

8.1 The deposits and payments to be made by the Purchaser in terms hereof, including, those mentioned hereinabove shall be made by the Purchaser within 8 (Eight) days of the Developer's and/or the Association's (upon its formation) leaving its bill for the same in the Said Unit and/or at the above or last notified address of the Purchaser.

8.2 The Purchaser shall regularly and punctually pay the proportionate share of the Common Expenses on the dates and in the manner elsewhere contained herein.

8.3 It is clarified that, out of the payments and deposits mentioned hereinabove, in case there be any deficit, the Purchaser shall pay further

amounts and in case there be any excess, the same shall be refunded to the Purchaser and/or adjusted with the future payments by the Purchaser to the Developer and upon its formation, to the Association, at the Developer's and/or the Association's discretion.

9. MISCELLANEOUS:

- 9.1 Any delay or indulgence by the Developer, or upon its formation, the Association, in enforcing the terms of these presents or any forbearance or giving of time to the Purchaser shall not be construed as a waiver of any breach or non-compliance nor shall the same, in any manner, prejudice the rights of the Developer or the Association, upon its formation.
- 9.2 Whenever any amount are expressly payable by the Purchaser hereto, the same shall wholly be payable by the Purchaser in case the same relates only to the Said Unit and the Parking Space, if any and Proportionately in case they relate to the Premises and the Common Areas, unless otherwise specifically mentioned.
- 9.3 All amounts becoming due any payable hereunder and the liability for the same shall be and shall remain a charge on the Said Unit and the Parking Space, if any.

- 9.4 All charges for the electricity consumed in the Said Unit and the Parking Space, if any shall be borne and paid by the Purchaser.
- 9.5 As between the Developer and/or the Association of the one part and the Purchaser of the other part, the parties shall indemnify and keep each other saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any non-payment or other default in observance of the terms and conditions contained in these presents.
- 9.6 The Developer shall always have the exclusive right on approval of the and on sanction of the Plans by the Corporation to raise further storeys on the roof of the New Building as also to make construction on any portion of the Premises and to use, enjoy, hold and transfer the same to the persons desirous of owning the same on substantially the same terms and conditions as to user and maintenance as herein contained and the Purchaser agrees not to obstruct the exercise of such right by the Developer in any manner whatsoever.
- 9.7 The service areas, if any and all the Parking Spaces as located within the Premises shall be earmarked separately for purposes of Parking and providing services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms,

maintenance rooms, fire fighting pumps and equipment's etc. as the case may be and other Common Areas as per Plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as Parking Spaces for the use of the Unit Owners and the same shall be reserved for use by the Developer and upon its formation by the Association for rendering maintenance services for the Common Purposes.

- 9.8 The Developer shall always amend, rectify and compensate the Purchaser, if any discrepancy is detected in future in respect of the contracts of this Conveyance.

THE SEVENTH SCHEDULE:

(PART - I)

(The Said Unit)

ALL THAT the Flat No. on side of the Floor of the New Building having Carpet Area of Square Feet (equivalent to Super Built Up Area of (), more or less, delineated on the Map annexed hereto, marked "A" and bordered "RED" thereon **INCLUDING** the undivided proportionate share in the Common Areas comprised in Municipal Premises No.30A, Bakul Bagan Row (formed by the amalgamation of the former Municipal Premises Nos.30A, Bakul Bagan Row and former Municipal Premises No.30C, Bakul Bagan Row), Kolkata-700

025, Police Station Bhawanipur, Post Office Bhawanipur, morefully described in the **SECOND SCHEDULE** hereinabove.

PART - II
(Car Parking Space)

ALL THAT the open or covered Parking Space No. , delineated on the Map annexed hereto, marked "**B**" and bordered "**GREEN**" thereon comprised in the Ground Floor of the New Building at the Premises described in the **SECOND SCHEDULE** hereinabove.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

EXECUTED AND DELIVERED by the
VENDORS at Kolkata in the presence of:

EXECUTED AND DELIVERED by the
DEVELOPER at Kolkata in the presence
of:

EXECUTED AND DELIVERED by the
PURCHASER at Kolkata in the presence
of:

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Purchaser the
withinmentioned sum of Rs. /- (Rupees
) only towards the consideration for sale of the Said Unit
And The Appurtenant Rights as per the Memo written
hereunder:

Mode	Transaction Id	Date	Banker	Amount (Rs.)
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ADD: TDS deduced 1%:

.....

Total:

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WITNESSES:

(DEVELOPER)

Drafted by me:

Advocate

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DATED THIS DAY OF 2025

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BETWEEN

SANTOSH MISHRA AND ANOTHER
.... VENDORS

M/S. G. G. DEVELOPERS

.... DEVELOPER

AND

..... PURCHASER

CONVEYANCE

**M/S. S. JALAN & COMPANY,
ADVOCATES & SOLICITORS,
1ST FLOOR, ROOM NO.40A,
10, OLD POST OFFICE STREET,
KOLKATA – 700 001.**