



Pally, Kolkata - 700 078, Police Station Kasba (previously Tollygunge), Post Office East Kolkata Township, (5) **(SMT.) SUTAPA MANDAL**, wife of Avijit Mandal and daughter of Late Debabrata Majumder, by faith Hindu, residing at 27E, Baburam Ghosh Road, Kolkata - 700 040, Police Station Regent Park, Post Office Russa, having her I. T. PAN-CHGPM7406K, Aadhaar No.2854-6294-6466 and (6) **PRADIP KUMAR GOENKA**, son of Late Jwala Prasad Goenka, by faith Hindu, having his I. T. PAN - AMXPG0681J, Aadhaar No.8982 4867 4436, residing at 8, Mahanirvan Road, Kolkata - 700 029, Police Station Rabindra Sarovar (formerly Lake), Post Office Sarat Bose Road, all the Owners Nos.1 to 6 represented by their Constituted Attorney **NIKHIL GOENKA**, son of Pradip Kumar Goenka, by faith Hindu, by occupation business, having his I. T. PAN - BQRPG4583Q and Aadhaar No.7565 7528 2544, residing at 8, Mahanirvan Road, Kolkata - 700 029, Police Station Rabindra Sarovar (formerly Lake), Post Office Sarat Bose Road, by virtue of a Power of Attorney dated 7<sup>th</sup> June 2019 registered in the Office of the Additional Registrar of Assurances-I Kolkata, in Book No.IV, CD Volume No.1603-2019, at Pages 4519 to 4543, Being No.160300232 for the year 2019, hereafter collectively called "the **OWNERS**" (which expression shall include their respective successors-in-interest and/or assigns) of the **FIRST PART, M/S. G. G. ENTERPRISE**, a partnership firm, having its Office at 8, Mahanirvan Road, Kolkata-700 029, Police Station Rabindra Sarovar (formerly Lake), Post Office Sarat Bose Road, having its I. T. PAN- AAQFG7956D, represented by its partner for the time being namely Nikhil Goenka, having his I. T. PAN - BQRPG4583Q and Aadhaar No.7565 7528 2544, son of Pradip Kumar Goenka, residing at 8, Mahanirvan Road, Police Station Rabindra Sarovar (formerly Lake), Post Office Sarat Bose Road, Kolkata - 700 029, hereafter called "the **DEVELOPER**" (which expression shall include its successors-in-interest, nominees and/or assigns) of the **SECOND PART AND**

, hereafter called "the **PURCHASER**" (which expression shall include his successors-in-interest and/or assigns) of the **THIRD PART**:

**WHEREAS:**

- A.** One Bankubehari Chatterjee and Amulya Charan Chatterjee were jointly the recorded Raiyats of **ALL THAT** the piece and parcel of Sali (Agricultural) Land, admeasuring 1 (One) Bigha 9 (Nine) Cottahs and 13 (Thirteen) Chittacks, more or less, comprised in R. S. Dag No.2527, R. S. Khatian No.539, Mouza Kasba, Police Station Tollygunge, hereafter called "the **MOTHER PREMISES**". Bankubehari Chatterjee having an undivided Ten Annas share in the Mother Premises and Amulya Charan Chatterjee having an undivided Six Annas share in the Mother Premises;
- B.** By a Deed of Partition dated 28<sup>th</sup> July, 1941 between Bankubehari Chatterjee, therein called the First Party of the One Part and Amulya Charan Chatterjee, therein called the Second Party of the Other Part and registered in the Office of the Sub-Registrar at Alipore, in Book No. I, Volume No.71, at Pages 174 to 210, Being No.2372 for the year 1941, the parties thereto mutually partitioned their joint properties including the Mother Premises by metes and bounds and pursuant to such partition, Bankubehari Chatterjee was solely and absolutely allotted and transferred the entirety of the Mother Premises, free from all encumbrances and the actual physical possession of the Mother Premises was delivered to him;
- C.** By a Deed of Gift dated 17<sup>th</sup> October, 1947 between Bankubehari Chatterjee, therein called the Donor of the One Part and Jyotish Chandra Chatterjee, therein called the Donee of the Other Part and

registered in the Office of the Sub-Registrar at Alipore, in Book No. I, Volume No.63, at Pages 230 to 236, Being No.3344 for the year 1947, the Donor therein, in consideration of natural love and affection towards the Donee therein being his son, gifted and transferred to the Donee therein the entirety of the Mother Premises and the Donee therein duly accepted such Gift;

- D.** Sometime in the year 1948 Jyotish Chandra Chatterjee constructed a small 2 (Two) storied dwelling house on a portion of the Mother Premises;
- E.** By a Conveyance dated 20<sup>th</sup> July, 1962 between Jyotish Chandra Chatterjee, therein called the Vendor of the One Part and Kali Gopal Mazumder, therein called the Purchaser of the Other Part and registered in the Office of the Sub-Registrar at Alipore, in Book No. I, Volume No.96, at Pages 243 to 248, Being No.6231 for the year 1962, the Vendor therein sold, conveyed and transferred to the Purchaser therein out of the Mother Premises **ALL THAT** the 2 (Two) storied dwelling house **TOGETHER WITH** the piece or parcel of land, admeasuring 4 (Four) Cottahs, more or less, situate, lying at and being a divided and demarcated portion of the Mother Premises and such portion of the Mother Premises was subsequently known and numbered as Municipal Premises Nos.414, Jogendra Garden, Naba Pally, Kolkata - 700 078, Police Station Tollygunge, morefully described in the **FIRST SCHEDULE** hereto and hereafter called “the **PREMISES**”, free from all encumbrances and for the consideration therein mentioned;
- F.** On or about 29<sup>th</sup> March, 1983, Kali Gopal Mazumder, a Hindu governed by the Daya Bhaga School of Hindu Law, died intestate leaving behind him surviving his widow namely Lila Mazumder, two sons namely Debabrata Mazumder, Nityabrata Mazumder and one

daughter namely (Smt.) Rama Goswami, who collectively and in equal shares inherited the right, title and interest of Late Kali Gopal Mazumder in the Premises, each having acquired an undivided 1/4<sup>th</sup> (One - fourth) share and/or interest in the Premises;

- G.** Some time after March, 1983, (Smt.) Lila Mazumder, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind her surviving her two sons and one daughter namely Debabrata Mazumder, Nityabrata Mazumder and (Smt.) Rama Goswami, who collectively and in equal shares inherited the undivided 1/4<sup>th</sup> (One - fourth) share and/or interest of Late Lila Mazumder in the Premises, each having acquired an undivided 1/12<sup>th</sup> (One - twelfth) share and/or interest in the Premises from her;
- H.** On or about 14<sup>th</sup> January, 2002, Debabrata Mazumder, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his widow namely (Smt.) Binita Mazumder, one son namely Banibrata Pulak Mazumder and three daughters namely (Smt.) Subhra Mazumder, (Smt.) Padma Mazumder and (Smt.) Sutapa Mandal, who collectively and in equal share inherited the undivided 1/3<sup>rd</sup> (One-third) share or interest of Late Debabrata Mazumder in the Premises, each having acquired an undivided 1/15<sup>th</sup> (One-fifteenth) share and/or interest in the Premises;
- I.** On or about 9<sup>th</sup> April, 2003, (Smt.) Binita Mazumder, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind her surviving her one son Banibrata Pulak Mazumder and three daughters namely (Smt.) Subhra Mazumder, (Smt.) Padma Mazumder and (Smt.) Sutapa Mandal, who

collectively and in equal shares inherited the undivided 1/15<sup>th</sup> (One - fifteenth) share and/or interest of Late Binita Mazumder in the Premises, each having acquired an undivided equal share of 1/60<sup>th</sup> (One Sixtieth) share and/or interest in the Premises;

**J.** Thus, the following persons became the owners of the Premises, each having the following specified undivided share therein:

- 1) (Smt.) Rama Goswami ... 1/3<sup>rd</sup> (One third) share;
- 2) Nityabrata Mazumder ... 1/3<sup>rd</sup> (One third) share;
- 3) (Smt.) Padma Mazumder ... 1/12<sup>th</sup> (One Twelfth) Share;
- 4) (Smt.) Subhra Mazumder ... 1/12<sup>th</sup> (One Twelfth) Share;
- 5) Banibrata Pulak Mazumder ... 1/12<sup>th</sup> (One Twelfth) Share;
- 6) (Smt.) Sutapa Mandal ... 1/12<sup>th</sup> (One Twelfth) Share;

**K.** Sometime in the year 2005, (Smt.) Padma Mazumder, (Smt.) Subhra Mazumder, Banibrata Pulak Mazumder and (Smt.) Sutapa Mandal filed a Partition Suit against Nityabrata Mazumder and (Smt.) Rama Goswami for partition of the Premises by metes and bounds in the Court of the Ld. 5<sup>th</sup> Civil Judge (Senior Division) at Alipore being Title Suit No.79 of 2005, (Smt. Padma Mazumder & Ors. –Versus- Nityabrata Mazumder & Anr.), hereafter called “the **PARTITION SUIT**”;

**L.** During the pendency of the Partition Suit, by a Conveyance dated 9<sup>th</sup> April 2009 between (Smt.) Rama Goswami, therein called the Vendor of the One Part and Pradip Goenka, 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, CD Volume No.9, at Pages 2732 to 2747, Being No.04098 for the year 2009, the Vendor therein sold, conveyed and transferred to the

Purchaser therein **ALL THAT** undivided 1/3<sup>rd</sup> (One-Third) share and/or interest in the Municipal Premises No.414, Jogendra Garden, Naba Pally, Kolkata – 700 078, free from all encumbrances whatsoever, for the consideration therein mentioned;

- M.** On 4<sup>th</sup> December 2018 an Order was passed in the Title Appeal No.82 of 2014 (arising out of Title Suit No.79 of 2005) by the Additional Sessions Judge (Fast Track 4<sup>th</sup> Court) at Alipore that said Appeal was dismissed for non-prosecution and accordingly, the said Partition Suit was disposed of;
- N.** Thus, Nityabrata Mazumder, (Smt.) Padma Mazumder, (Smt.) Subhra Mazumder, Banibrata Pulak Mazumder, (Smt.) Sutapa Mandal and Pradip Kumar Goenka the Owners herein became the absolute owners of the Premises, free from all encumbrances whatsoever;
- O.** By a Development Agreement dated 14<sup>th</sup> March 2019 between Nityabrata Mazumder, therein called the Owner of the One Part and G. G. Enterprise, the Developer herein, therein also called the Developer of the Other Part, the Owner therein has appointed the Developer herein to develop the Said Building after demolishing all the existing structures standing thereat in accordance with the Building Plans, in the manner and on the terms and conditions mentioned therein;
- P.** By a Development Agreement dated 14<sup>th</sup> May 2019 between Banibrata Pulak Mazumder, (Smt.) Padma Mazumder, (Smt.) Subhra Mazumder and (Smt.) Sutapa Mandal, therein called the Owners of the One Part and G. G. Enterprise, the Developer herein, therein also called the Developer of the Other Part, the Owners therein have appointed the Developer herein to develop the Said

Building after demolishing all the existing structures standing thereat in accordance with the Building Plans, in the manner and on the terms and conditions mentioned therein;

- Q.** By a Development Agreement dated 3<sup>rd</sup> June, 2019 between Pradip Kumar Goenka, therein called the Owner of the One Part and G. G. Enterprise, therein called the Developer of the Other Part, the Owner therein has appointed the Developer therein to develop the Said Building after demolishing all the existing structures standing thereat in accordance with the Building Plans, in the manner and on the terms and conditions mentioned therein;
- R.** The Developer got the Plans sanctioned from the Kolkata Municipal Corporation;
- S.** The Developer commenced and completed the construction of the New Building comprises of several Units in accordance with the Plans;
- T.** The Kolkata Municipal Corporation has issued the Completion Certificate No. dated ;
- U.** 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;
- V.** 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;

**W.** 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:**

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 imparible 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, lispendens 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, unobiterated 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 immeasurable 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, 1<sup>st</sup> 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.2023120449 dated 11<sup>th</sup> January, 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 imitable 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 imitable 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 old and dilapidated structures or the New Building, as applicable **TOGETHER WITH** the piece or parcel of 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 Municipal Premises Nos.414, Jogendra Garden, Nabapally, Kolkata - 700 078, Police Station Kasba (previously Tollygunge), Post Office East Kolkata Township, comprised in R. S. Dag No.2527, R. S. Khatian No.539, Mouza Kasba, J. L. No.13, R. S. No.233, Touzi No.145, District 24 Parganas (South), within the jurisdiction of the Additional District Sub-Registrar at Alipore, South 24-Parganas, within Ward No.107 of the Kolkata Municipal Corporation and butted and bounded as follows:

**ON THE NORTH** : By remaining land comprised in R. S. Dag No.2527;

**ON THE EAST** : By land comprised in R. S. Dag No.2615;

**ON THE SOUTH** : By land comprised in R. S. Dag No.2613; and

**ON THE WEST** : By land comprised in R. S. Dag No.2607;

**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) Servant's toilet in the ground floor;
- f) 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 SCHEDEULE (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 SCHEDELE:**  
**(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.414, Jogendra Garden, Naba Pally, Kolkata – 700 078, Police Station Kasba, Post Office East Kolkata Township, morefully described in the **SECOND SCHEDELE** 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 SCHEDELE** 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 **OWNERS** 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:

<b>Mode</b>	<b>Transaction Id</b>	<b>Date</b>	<b>Banker</b>	<b>Amount (Rs.)</b>
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**ADD:** TDS deduced 1%:

**Total:**

**WITNESSES:**

**(DEVELOPER)**

Drafted by me:

Advocate

=====

**DATED THIS      DAY OF      2025**

=====

**BETWEEN**

**NITYABRATA MAJUMDER AND  
OTHERS  
.... OWNERS**

**M/S. G. G. ENTERPRISE  
.... DEVELOPER**

**AND**

**..... PURCHASER**

**CONVEYANCE**

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