

**THIS DEED OF CONVEYANCE** is made this \_\_\_\_ day of \_\_\_\_\_ Two Thousand and Twenty Four **BETWEEN** (1) **SWASTIC PROJECTS PRIVATE LIMITED** (PAN AADCS5305E) (CIN U70101WB1993PTC059489) (formerly Swastic Heights (P) Ltd. duly merged vide order dated 7<sup>th</sup> February 2024 of the National Company Law Tribunal) a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata - 700 019, P.S. Gariahat, P.O. Ballygunge represented by one of its director **Mr. Vivek Ruia** (PAN ACPPR8539Q) son of Late Sheo Kumar Ruia an Indian National, by faith Hindu, by occupation Business of No. 21/2, Ballygunge Place, Kolkata 700 019, PS Gariahat PO Ballygunge (2) **JAYASREE SEN** (PAN CURPS1974A & Aadhaar No. 8171 5107 5660), wife of Late Dilip Kumar Sen, an Indian national, by faith Hindu, by occupation Housewife, residing at 44, Ramkanta Bose Street, Kolkata – 700 003, PO Baghbazar & PS Shyampukur; (3) **URMI GHOSH** (PAN BRLPG9480R & Aadhar No. 3068 9850 1969), wife of Mr. Teertha Ghosh, an Indian national, by faith Hindu, by occupation Housewife, presently residing at Flat 21G, Tower 4, South City Residency, 375 Price Anwar Shah Road, Kolkata – 700 068, PO Jadavpur & PS Jadavpur; (4) **DYUTI GANGULY** (PAN BGBPG1793C & Aadhaar No. 9236 4928 4600), wife of Mr. Debasis Ganguly, an Indian national, by faith Hindu, by occupation Advocate, presently residing at 1/4 Radhamadhab Goswami Lane, Kolkata – 700 003, PO Baghbazar & PS Shyampukur, (5) **CHANDRA SEN** (PAN CDAPS8200H & Aadhaar No. 9308 0661 1777), wife of Late Prasanta Kumar Sen, an Indian national, by faith Hindu, by occupation Housewife, residing at 44, Ramkanto Bose Street, Kolkata – 700 003 PO Baghbazar & PS Shyampukur; (6) **ALO BASU** (PAN AGXPB1347G & Aadhaar No. 5700 0232 5532), wife of Dr. Saumyajit Basu, an Indian national, by faith Hindu, by occupation Housewife, presently residing at 44/1A, Ramdhan Mitra Lane, Kolkata – 700 004 PO Shyambazar & PS Shyampukur; (7) **ISHITA SEN** (PAN CTLPS4493R & Aadhaar No. 9784 1004 5328), daughter of Late Jayanta Sen, an Indian national, by faith Hindu, by occupation Service, residing at 44 Ramkanto Bose Street, Kolkata –

700 003 PO Baghbazar & PS Shyampukur; (8) **PRITAM SEN** (PAN BQEPS9586C & Aadhaar No. 5441 9651 9559), son of Late Prafulla Kumar Sen, an Indian national, by faith Hindu, by occupation Service, residing at 44, Ramkanto Bose Street, Kolkata – 700 003 PO Baghbazar & PS Shyampukur; (9) **SIDDHARTHA SEN** (PAN AKUPS0330B & Aadhaar No. 8955 9292 0862), son of Late Satyendra Nath Sen an Indian national, by faith Hindu, by occupation Business, presently residing at A-3/G-2, Bidyakut Abasan, Narayanpur, Kolkata - 700 136 PO R. Gopalpur & PS Airport (Naranpur); (10) **SUGATA SEN** (PAN BYQPS0324E & Aadhaar No. 7495 2473 2934), son of Late Satyendra Nath Sen, an Indian national, by faith Hindu, by occupation Business, residing at 42B, Ramkanta Bose Street, Kolkata – 700 003, PO Baghbazar & PS Shyampukur; (11) **JUSTICE (RETD.) SHYAMAL KUMAR SEN** (PAN ALAPS8316A & Aadhaar No. 8702 4983 9491), son of Late Dinabandhu Sen, an Indian national, by faith Hindu by occupation Retired presently residing at 50, Ramkanta Bose Street, Kolkata – 700 003, PO Baghbazar & PS Shyampukur; (12) **SUBIR SEN**, (PAN ALFPS7129C & Aadhaar No. 9059 2875 2746) son of Late Haridas Sen, an Indian national, by faith Hindu, by occupation Advocate, residing at 44 Ramkanto Bose Street, Kolkata – 700 003, PO Baghbazar & PS Shyampukur; (13) **SUBRATA SEN** (PAN ARSPS4362G & Aadhaar No. 2096 3848 2072), son of Late Krishna Chandra Sen, an Indian national, by faith Hindu, by occupation Retired, residing at 44, Ramkanta Bose Street, Kolkata – 700 003, PO Baghbazar & PS Shyampukur; (14) **SUDIPTA SEN** (PAN AKOPS5452L & Aadhaar No. 6335 4481 1529), son of Late Krishna Chandra Sen, an Indian national, by faith Hindu, by occupation Business, residing at 44, Ramkanta Bose Street, Kolkata 700 003 PO Baghbazar & PS Shyampukur; (15) **DR. SUPRATIK SEN** (PAN ALPPS3016C & Aadhaar No. 4021 4454 6128), son of Late Deb Kumar Sen, an Indian national, by faith Hindu, by occupation Doctor, presently residing at Flat No. B 6/6, Calcutta Greens, Phase – I, Kolkata-700 075 PO Santoshpur & PS Regent Park; (16) **SUPRIYO SEN** (PAN AJFPS9406A & Aadhaar No. 2225 5079 3665), son of Late Deb Kumar Sen, an

Indian national, by faith Hindu, by occupation Business, residing at 42B, Ramkanta Bose Street, Kolkata – 700 003 PO Baghbazar & PS Shyampukur; (17) **BASANTI SEN** (PAN BGSPS5794L & Aadhaar No. 9049 2791 5777) wife of Late Deb Kumar Sen an Indian national, by faith Hindu, by occupation Housewife residing at 42B Ramkanto Bose Street, Kolkata – 700 003, PO Baghbazar & PS Shyampukur; (18) **DR. SATYAJIT SEN** (PAN AAMPS1223P & Aadhaar No. 9434 5206 4660), son of Late Suhrit Chandra Sen, an Indian national, by faith Hindu, by occupation Service, presently residing at 1A2 Brook Tower, Hiland Park, 1925 Chakgaria, Kolkata – 700 094, PO Panchsayar & PS Jadavpur (South); (19) **SANGHAMITRA SEN** (PAN FXVPS5018D & Aadhaar No. 5517 4066 5751) wife of Late Ambarjit Sen an Indian national, by faith Hindu, by occupation Housewife, residing at 42B, Ramkanta Bose Street, Kolkata – 700 003, PO Baghbazar & PS Shyampukur; (20) **PURABI SEN** (PAN AUHPS3067L & Aadhaar No. 7199 3160 2200), wife of Late Somen Chandra Sen, an Indian national, by faith Hindu, by occupation Housewife, residing at 44, Ramkanta Bose Street, Kolkata-700 003 PO Baghbazar & PS Shyampukur; (21) **ALOKA SEN** (PAN COOPS6839H & Aadhaar No. 3463 3518 3776), wife of Late Pradyut Kumar Sen, an Indian national, by faith Hindu, by occupation Housewife, presently residing at 157/2A A P C Road, Flat #2A, Uttam Plaza, Kolkata – 700 004, PO Shyambazar & PS Shyampukur; (22) **DEBAPRIYO SEN** (PAN ATIPS1631A & Aadhaar No. 6107 8999 6774), son of Late Pradyut Kumar Sen, an Indian national, by faith Hindu, by occupation Service, presently residing at 157/2A A P C Road, Flat #2A, Uttam Plaza, Kolkata – 700 004 , PO Shyambazar & PS Shyampukur; (23) **KUMKUM SEN** (PAN BVMPS4970D & Aadhaar No. 3470 5211 5231), wife of Late Bidyut Sen, an Indian national, by faith Hindu, by occupation Housewife, presently residing at 44 Ramkanto Bose Street, Kolkata – 700 003, PO Baghbazar & PS Shyampukur; (24) **DEBABRATA SEN** (PAN BMOPS8884D & Aadhaar No. 7012 7984 3088), son of Late Bidyut Kumar Sen, an Indian national, by faith Hindu, by occupation Business, residing at 44 Ramkanto Bose Street, Kolkata – 700 003, PO Baghbazar & PS Shyampukur, (25)

**SWARNAMOYEE SEN** (PAN COFPS1005G & Aadhaar No. 3039 6552 9331) wife of Mr. Rahul Bhattacharya, an Indian national, by faith Hindu, by occupation Service, presently residing at A-701 Shiam Apartments, Plot No. 5D, Sector – 11, Dwarka, New Delhi – 110 075, PO Dwarka Sector 6 & PS Dwarka Sector 21; (26) **MINA ROY** (PAN AUZPR5260L & Aadhaar No. 5375 9888 4670) wife of Late Sudhangshu Kumar Roy an Indian national, by faith Hindu, by occupation Housewife residing at 96/1B, Garpar Road, Kolkata 700009, PO Parshibagan, PS Narkeldanga all are herein represented by their constituted attorney **Swastic Projects Private Limited** (PAN AADCS5305E) (formerly Swastic Heights (P) Ltd. duly merged vide order dated 7<sup>th</sup> February 2024 of the National Company Law Tribunal), a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata 700 019, PO Ballygunge PS Gariahat through one of its director **Mr. Vivek Ruia** (PAN ACPPR8539Q) son of Late Sheo Kumar Ruia, an Indian National, by faith Hindu and by occupation Business of No. 21/2, Ballygunge Place, Kolkata 700 019, PS Gariahat PO Ballygunge duly appointed vide power of attorney dated 20<sup>th</sup> January 2023 registered with the Additional Registrar of Assurances – II, Kolkata, in Book No. I, volume No. 1902 – 2023 in pages 40131 to 40180 being No. 190200976 for the year 2023; (27) **SHAISTA QADEER** (PAN AAJPQ8104E & Aadhaar No. 6928 0128 6390), wife of Mr. Arif Qadeer, an Indian national, by faith Muslim, by occupation Housewife, presently residing at 1509, Block A, Juma Al Majdid, Al Nahda, Sharjah, UAE and is herein represented by her constituted attorney **Swastic Projects Private Limited** (PAN AADCS5305E) (formerly Swastic Heights (P) Ltd. duly merged vide order dated 7<sup>th</sup> February 2024 of the National Company Law Tribunal), a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata 700 019, PO Ballygunge PS Gariahat through one of its director **Mr. Vivek Ruia** (PAN ACPPR8539Q) son of Late Sheo Kumar Ruia, an Indian National, by faith Hindu and by occupation Business of No. 21/2, Ballygunge Place, Kolkata 700 019, PS Gariahat PO Ballygunge duly empowered vide power of

attorney dated 11<sup>th</sup> January 2023 authenticated by the Office of the Consulate General of India in Dubai and adjudicated by the Stamp Superintendent, Kolkata Collectorate on 25<sup>th</sup> January 2023; (28) **SARAH SAIF AHMAD** (PAN CHNPA7463D & Aadhaar No. 9265 7812 5570), wife of Mr. Saif Uddin Ahmed, an Indian national, by faith Muslim, by occupation Housewife, presently residing at 1407 Al Manoor Tower, Al Nahda, Sharjah, UAE and is herein represented by her constituted attorney **Swastic Projects Private Limited** (PAN AADCS5305E) (formerly Swastic Heights (P) Ltd. duly merged vide order dated 7<sup>th</sup> February 2024 of the National Company Law Tribunal), a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata 700 019, PO Ballygunge PS Gariahat through one of its director **Mr. Vivek Ruia** (PAN ACPPR8539Q) son of Late Sheo Kumar Ruia, an Indian National, by faith Hindu and by occupation Business of No. 21/2, Ballygunge Place, Kolkata 700 019, PS Gariahat PO Ballygunge duly empowered vide power of attorney dated 11<sup>th</sup> January 2023 authenticated by the Office of the Consulate General of India in Dubai and adjudicated by the Stamp Superintendent, Kolkata Collectorate on 25<sup>th</sup> January 2023; (29) **RASHEN SEN** (PAN ALXPS7175A & Aadhaar No. 8897 8833 9512), son of Late Pranab Kumar Sen, an Indian national, by faith Hindu, by occupation Service, presently residing at Flat No. 607, 6<sup>th</sup> Floor, Saud Bahwan Residency-1, Building #63, Way # 281, Al-khuiwair – 133, Muscat, Oman and is herein represented by his constituted attorney **Swastic Projects Private Limited** (PAN AADCS5305E) (formerly Swastic Heights (P) Ltd. duly merged vide order dated 7<sup>th</sup> February 2024 of the National Company Law Tribunal), a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata 700 019, PO Ballygunge PS Gariahat through one of its director **Mr. Vivek Ruia** (PAN ACPPR8539Q) son of Late Sheo Kumar Ruia, an Indian National, by faith Hindu and by occupation Business of No. 21/2, Ballygunge Place, Kolkata 700 019, PS Gariahat PO Ballygunge duly empowered vide power of attorney dated 18<sup>th</sup> January 2023 authenticated by the

Embassy of India in Muscat, Oman and adjudicated by the Stamp Superintendent, Kolkata Collectorate on 06<sup>th</sup> February 2023; and (30) **SUVAJIT SEN** (PAN DEXPS4715A & Aadhaar No. 9825 6586 4409), son of Late Dr. Asoke Kumar Sen, an Indian national, by faith Hindu, by occupation Service, presently residing at 6901 Sobrante Road, Oakland, CA, 94611, USA and is herein represented by his constituted attorney **Swastic Projects Private Limited** (PAN AADCS5305E) (formerly Swastic Heights (P) Ltd. duly merged vide order dated 7<sup>th</sup> February 2024 of the National Company Law Tribunal), a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata 700 019, PO Ballygunge PS Gariahat through one of its director **Mr. Vivek Ruia** (PAN ACPPR8539Q) son of Late Sheo Kumar Ruia, an Indian National, by faith Hindu and by occupation Business of No. 21/2, Ballygunge Place, Kolkata 700 019, PS Gariahat PO Ballygunge duly empowered vide power of attorney dated 18<sup>th</sup> February 2023 authenticated by the Office of the Consulate General of India in San Francisco, USA and adjudicated by the Stamp Superintendent, Kolkata Collectorate on 21<sup>st</sup> March 2023 hereinafter collectively referred to as the “**VENDOR**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include in case of the company its successors, successors in office, and assign/s and in case of the individuals their respective heirs, executors, administrators, legal representatives and assign/s) of the **FIRST PART** AND \_\_\_\_\_ (PAN \_\_\_\_\_ & Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ an Indian national, by faith Hindu, by occupation \_\_\_\_\_ presently residing at No. \_\_\_\_\_, Kolkata 700 0\_\_ PO \_\_\_\_\_ PS \_\_\_\_\_ hereinafter referred to as the “**PURCHASER**” (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include his heirs executors administrators legal representatives and assigns) of the **SECOND PART** AND **SWASTIC PROJECTS PRIVATE LIMITED** (PAN AADCS5305E) (formerly Swastic Heights (P) Ltd. duly merged vide order dated 7<sup>th</sup>

February 2024 of the National Company Law Tribunal) a company within the meaning of the Companies Act, 2013 and presently having its registered office at No. 21/2, Ballygunge Place, Kolkata - 700 019, P.S. Gariahat, P.O. Ballygunge and is herein represented by one of its director **Mr. Vivek Ruia** (PAN ACPPR8539Q) son of Late Sheo Kumar Ruia an Indian national, by faith Hindu by occupation Business of No. 21/2, Ballygunge Place, Kolkata 700 019 PO Ballygunge PS Gariahat hereinafter called "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor, successors-in-office and/or assigns) of the **THIRD PART**:

**WHEREAS:**

- A. By virtue of the documents and incidents mentioned in the **PART – I** of the **FIRST SCHEDULE** hereunder written the Vendors are absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of land containing by ad-measurement an area of about **36 (thirty - six) cottahs 04 (four) chittacks and 26 (twenty - six) sq. ft.** be the same a little more or less lying situate at and/or being municipal premises No. **44, Ramkanta Bose Street**, Kolkata 700 003 PO Baghbazar, PS Shyampukur in ward No. 08 of the Kolkata Municipal Corporation of the Kolkata Municipal Corporation (hereinafter referred to as the said **PREMISES**) and is morefully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written.
- B. By an agreement dated 17<sup>th</sup> January 2023 registered with the Additional Registrar of Assurances – II, Kolkata in book No. I, volume No. 1902 – 2023, page from 30392 to 30492 being No. 190200629 for the year 2023 (hereinafter referred to as the said **DEVELOPMENT AGREEMENT**) the said Sugata Sen, Subir Sen, Subrata Sen, Sudipta Sen, Supratik Sen, Supriyo Sen, Basanti Sen, Jayasree Sen, Urmi Ghosh, Dyuti Ganguly, Chandra Sen, Alo Basu, Ishita Sen, Pritam Sen, Siddhartha

Sen, Justice (Retd.) Shyamal Kumar Sen, Satyajit Sen, Sanghamitra Sen, Purabi Sen, Aloka Sen Debapriyo Sen, Kumkum Sen, Debabrata Sen Swarnamoyee Sen, Mina Roy, Shaista Qadeer, Sarah Saif Ahmad, Rashen Sen and Suvajit Sen granted the exclusive right of development of the said Premises unto and in favour of the Developer herein in the manner and upon the terms and conditions and also divided and demarcated the areas therein amongst themselves in the manner as is contained and recorded therein.

- C. The Developer herein has at its own costs caused the map or plan bearing building permit No. 2024010088 dated 16<sup>th</sup> January 2025 (hereinafter referred to as the said **PLAN**) sanctioned by the Kolkata Municipal Corporation and the new building has been completed in accordance thereof including modifications and changes made thereto and the completion certificate, bearing completion case No. \_\_\_\_\_ dated \_\_\_\_\_, issued by the Kolkata Municipal Corporation.
- D. It was expressly provided under the said Agreements that in order to enable the Developer to receive all costs charges and expenses including the costs of construction of the new building the Developer shall be entitled to the entire Developer's Allocation as is contained and recorded therein and the said Developer's Allocation will remain under the exclusive control and domain of the Developer with the intent and object that by procuring the buyers of the Developer's Allocation or any part thereof the Developer shall be entitled to receive realise and collect all the moneys spent by the Developer for construction of the new building including the efforts made in respect thereof and the Developer shall be entitled to enter into agreements for sale or transfer in respect of the Developer's Allocation or any part thereof and shall be entitled to receive the amount directly in its own name.
- E. By and under an agreement dated \_\_\_\_\_ (hereinafter referred to as the said **SALE AGREEMENT**) the Vendors have with the consent of the Developer agreed to sell and transfer and the Purchaser has agreed to purchase and acquire **ALL**



**THAT** the said Flat which is morefully and particularly described in the **THIRD SCHEDULE** hereunder written at or for the total consideration and on the terms and conditions as are contained and recorded therein.

- F. The Purchaser has from time to time made payment of the entire consideration amount to the Vendors and the Developer has delivered the vacant peaceful and khas possession of the said Flat to the Purchaser and to the full satisfaction of the Purchaser.
- G. The Developer has duly complied with its obligations contained in the said Sale Agreement as modified by these presents and is not in default of its obligations therein, which the Purchaser do hereby confirm.
- H. At or before the execution of these presents the Purchaser have thoroughly satisfied themselves as to the title of Vendor in respect of the said land and also inspected all drawings specifications areas and all other allied documents including the said Plan relating to the said Premises and the building constructed on the said Premises as well satisfied themselves in respect of the total area in the said Flat and that the said building and the Flat is in complete accordance with the building sanction plan. The Purchaser have also completely satisfied themselves to quality of the materials and specifications used, the structural stability and quality of construction and workmanship which have been used in the said building and relating to the said Premises and the building constructed on the said Premises and shall not in any way be entitled to raise any requisition and/or in any way dispute all or any of the aforesaid nor anything not particularly mentioned hereto and the Purchaser have got the deed of conveyance upon full satisfaction of every nature whatsoever and/or howsoever on "**as is where is basis**" and if there was any dissatisfaction earlier the same has been satisfied which is being testified by the execution of this deed of conveyance.

- I. The Car Parking Space/s provided in the said New Building are for the benefit of the all the owners and/or occupant/s of the said New Building. The Car Parking Space/s is required to be earmarked to the Purchasers for facilitating the smooth functioning and use of Car Parking Space/s. In the absence of such earmarking of Car Parking Space/s, the use of the Car Parking Space/s would result in disharmony and periodical disputes amongst the Purchasers/ occupants. In view of the same the Purchaser hereby irrevocably authorizes the Developer to earmark Car Parking Space/s to the Purchasers at their discretion in the mutual interest of one and all to maintain peace, cordiality and harmony among the Purchasers including the Purchaser. The Purchaser further declares that he/she/ they is/are bound by such earmarking of Car Parking Space/s and will not question the authority of the Developer in doing so and further desist from making any issue or claims in respect thereto.
- J. The Purchaser has sought and obtained independent legal advice and opinion and has caused this Deed to be vetted by advocates/lawyers appointed by the Purchaser.
- K. The Purchaser have now approached the Developer to cause the Vendor to register the deed of conveyance in respect of the said Flat and the Vendor have agreed to cause to execute and register the deed of conveyance in favour of the Purchaser herein in the manner and upon the terms conditions and covenants as are hereinafter appearing.

**NOW THIS INDENTURE WITNESSETH THAT:**

In pursuance of the said Sale Agreement and in consideration of the said sum of Rs. \_\_\_\_\_/= (Rupees \_\_\_\_\_) only of the lawful money of the Union of India well and truly paid by the Purchaser to the Vendors through the Developer as and by way of Sale Price for acquiring the said Flat which amount includes the cost of undivided proportionate share in the land as also the cost of construction (the receipt whereof the Developer doth hereby as also by the memo

hereunder written admit and acknowledge to have received) the Vendors with the consent and concurrence of the Developer do hereby sell convey transfer assure and assign unto and in favour of the Purchaser **ALL THAT** the said Flat morefully and particularly described in the **THIRD SCHEDULE** hereunder written together with the proportionate right title and interest in common areas portions and parts as comprised in the said building and also the right of free ingress in and egress out from the said Flat without any obstruction whatsoever or howsoever and is morefully and particularly described in the **FOURTH SCHEDULE** hereunder written (hereinafter for the sake of brevity collectively referred to as the said **FLAT**) **TO HAVE AND TO HOLD** the same unto the Purchaser herein absolutely and forever free from all encumbrances, trusts, liens, lispens and attachments **SUBJECT NEVERTHELESS** to the applicable easements or quasi easements and other stipulations and provisions in this connection with the beneficial use and enjoyment of the said Flat mentioned in the **FIFTH SCHEDULE** hereunder written excepting and reserving unto and the Vendor and/or other person or persons deriving title under and/or through the Vendor such easements and quasi easements and the rights and privileges as are mentioned in the **SIXTH SCHEDULE** hereunder written and subject to such restrictions contained in the **SEVENTH SCHEDULE** hereunder written and subject to payment of such common expenses mentioned in the **EIGHT SCHEDULE** hereunder written **AND** it is hereby recorded and confirmed that the Vendor do hereby release relinquish and disclaim and transfer and assign all their respective right title interest claim or demand whatsoever or howsoever over and in respect of the said Flat unto and in favour of the Purchaser herein.

2. **THE VENDOR AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER** as follows: -

- a. The interest which the Vendor do hereby profess to transfer subsists and that the Vendor have good right full power and absolute authority and indefeasible title to

grant convey transfer assign and assure the said Flat hereby sold granted conveyed transferred assigned and assured unto and in favour of the Purchaser herein in the manner as aforesaid.

- b. It shall be lawful for the Purchaser from time to time and at all material times hereinafter to enter into and upon and hold and enjoy the said Flat and to receive the rents issues and profits thereof without any interruption claims or demands or disturbance whatsoever from or by the Vendor herein or any person or persons claiming through under or in trust for them.
- c. The said Flat is freed and discharged from and against all manner of encumbrances whatsoever on its ownership.
- d. The Vendor shall from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do acknowledge execute and perform all such further and other lawful and reasonable acts deeds conveyances matters and things whatsoever for further better or more perfectly assuring the said Flat unto and in favour of the Purchaser herein in the manner as aforesaid as shall or may be reasonably required.
- e. The Vendor shall unless prevented by fire or some other inevitable accident from time to time and at all material times hereafter upon every reasonable request and at the cost of the Purchaser make do produce or cause to be made done produced to the Purchaser or their Attorney or agents at any trial commission, examination or otherwise as occasion shall require all or any of the deeds documents and writings exclusively in respect of the said Premises if those in possession of the Vendor AND ALSO shall at the like request deliver to the Purchaser such attested or other true copies of them as the Purchaser may requires and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un-obliterated and un-canceled.

3. **THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR AND THE DEVELOPER** as follows: -

- a. The Purchaser herein so as to bind the owner for the time being of the said Flat and so that this covenant shall be for the benefit of the said building and other Flats therein and every part thereof hereby covenants with the Vendor and the Co-Owners of the other Flats comprised in the said building that the Purchaser and all other persons deriving title under these presents shall use the said Flat for the purpose of decent purpose for which the same has been lawfully constructed and shall and will at the material times hereafter observe the restrictions set forth in the **SEVENTH SCHEDULE** hereunder written.
- b. The Purchaser herein shall at all material times on and from the date of completion of the said Flat (the date of issue of completion certificate by the Kolkata Municipal Corporation covering the said Flat) or sooner occupation of the said Flat by the Purchaser be liable to and agrees to regularly and punctually make payment of all Corporation Taxes, rates, impositions, levies and all other outgoing, whatsoever including water taxes presently payable or which may hereafter become payable or be imposed in respect of the said Flat until the said Flat is not separately assessed the Purchaser hereby agrees to make payment of all proportionate share of such taxes impositions levies and outgoing to the Developer in respect of the said Flat or the said Premises regularly and punctually.
- c. The Purchaser shall within 3 (three) months from the date hereof apply for and obtain separate assessment of the said Unit from the concerned authority.
- d. To keep the said Flat and other party walls, sewers drains pipes, cables wires and particularly (without prejudice to the generality of the foregoing) so as to shelter support and protect the parts of the building other than the said Flat.
- e. To make payment and contribute towards the proportionate part or share of the expenses and outgoing mentioned in the **EIGHT SCHEDULE** hereunder written.

- f. To permit the Vendor and the Developer and their survivors or agents with or without workmen and others at all reasonable times on 48 hours prior notice to enter into and upon the said Flat or any part thereof for the purpose of repairing any part of the said building and for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good conditions sewers drains cables water courses gutter wires party structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down reinstating preparing testing drainage gas and water and electric wires and cables and for similar purposes.
- g. The Purchasers have personally inspected the said Flat, in respect of the area, the specifications used the structural stability quality of construction and workmanship and have found that the said Flat is constructed as per the agreement and to the Purchasers' entire satisfaction and is in complete accordance with the building sanction plan and the price and other charges paid by the Purchasers are as per agreement and to the Purchasers' entire satisfaction. The areas, specifications, structural stability, quality of construction have also been got verified independently by the Purchasers through the Purchasers' own architect and engineer and they have certified the same to be fit and have also gone through the sanctioned building plans and have found the said Flat to be constructed in accordance with the building sanctioned plan. The Purchasers have purchased and acquired the said Flat on "as is where is" basis.
- h. To keep the said Flat in good and substantial repair and (without prejudice to the generality of the form) as part of this sub-clause to keep the said Flat in good repair as necessary to form such support and protection to the other parts of the building as they now enjoy.
- i. To regularly and punctually without any deduction or abatement to make payment of the proportionate shares towards maintenance expenses in advance every month such shares to be determined by the Developer in its absolute discretion till

competent body for this purpose is formed. For the purpose of determining of such proportionate maintenance charges until otherwise decided the total super built up area comprised in the said building shall be basis and such maintenance charges shall be paid by the Purchaser within a week from date of receipt of the bill from the Developer and in the event of default on the part of Purchaser the Purchaser shall be liable to pay interest at the rate of 24% per annum for the delayed payment.

- j. To keep the said Flat and other party walls sewer drains pipes and entrances and main entrances exclusively serving the said Flat in good condition.
- k. Not to make in the said Flat any structural additional and/or alterations to the beams, columns, partition walls etc. without the approval of the Developer and sanction of the Kolkata Municipal Corporation, the Purchaser shall not erect or put up any false ceilings rafters or any article or thing which may or is likely to effect the structural stability by way of chiseling hammering grouting or any way otherwise.
- l. The Developer shall have the right, without any approval of the Purchaser in the said New Building to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra – ordinary in relation to any unsold flat in the said New Building and the Purchaser agrees not to raise objections or make any claims in this regard.
- m. The Purchaser hereby accords its consent to the Developer that the Developer shall have full right, title, interest to use and utilize any additional FAR in respect of the land comprised in the said Premises, which may be made available at present or in the future, even after completion of the sale of the said Unit to the Purchaser and the Purchaser shall not raise any objection of any nature whatsoever and/or howsoever for the same. It is expressly recorded that the Purchaser/Allottee hereby grants its irrevocable consent to the same and appear, without any delay, demand, demur or protest, to sign and execute all such applications, deeds and documents, as may be required at any time in the future, by the Developer in this regard.

- n. In the event of the Developer constructing any additional floor/s over and above the present sanction after obtaining sanction from the concerned authorities, the Developer shall be entitled to construct, erect and complete the same and also connect and join the said additional constructed floor/s with lift, water, electrical, sanitary, sewerage and all other connections and installations of the said Building and no further and/or other consent and/or concurrence of the Purchaser and/or any person claiming through and/or under him/her shall be necessary and/or required and this deed of conveyance shall be deemed to be the consent of the Purchaser in this regard.
- o. The Developer shall be entitled to use the parapet walls, stair cover roof and roof for the installation of cellular site, display of any advertisements, signboards, hoardings etc. including install its own glow sign /signage without any fee or charge and the Purchaser or any person claiming through and/or under them shall not be entitled to raise any objection thereto neither claim any refund of the Consideration Amount paid herein nor claim any compensation or damages on the ground of any inconvenience or any other ground whatsoever and/or howsoever.
- p. Not to claim any right title interest claim or demand into or upon the Open Spaces around the said Building and comprised in the said Premises which shall remain the property of the Vendor/Developers who may deal with the same in any manner as they may at their absolute discretion think fit and proper including allot the same as open car parking spaces nor to claim any right of any nature in the covered car parking spaces save and except if expressly stated herein.
- q. The Purchaser are not desirous of acquiring any right over any other car parking space neither covered nor open to sky in the said Premises and have irrevocably relinquished the same and the Developer shall be entitled to and is hereby permitted to sell transfer and/or deal with the same in any such manner as the Developer may at its absolute discretion think fit and proper including change the



nature of the same as the Developer may at its absolute discretion think fit and proper.

- r. The Purchaser has also examined and satisfied itself about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Building, installation, maintenance and user of lift, generator and other utilities and facilities at the said New Building and fire safety under the West Bengal Fire Service Act, 1950 and Rules made thereunder and also acquainted themselves and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.
- s. All the owners including the Purchaser would be responsible to renew and pay pro rata for the renewal of fire license for the said New Building and to abide by the provisions and recommendations of West Bengal Fire Services as applicable. The Purchaser hereby indemnifies the Owners/Developer for any loss/damage/accident /claim arising due to failure of non-renewal of fire license.
- t. The Purchaser further agrees that the building and said Premises contains open, covered and multi level parking spaces as per sanctioned plan ("Parking Spaces"), which are not forming part of the Common Areas Amenities and Facilities and which can be used for parking of motor cars. For a regulated and disciplined use of these Parking Spaces, the Developer has reserved rights to identify the use of parking spaces by the allottees in these Parking Spaces exclusively to the allottees who need the same and apply for the same. The Purchaser herein records its consent not to claim and or object to such allotment being granted in favour of the other allottees in the Project.
- u. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchasers and/or maintenance agency appointed by the association of

Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- v. In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the Sale Agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser from the date of issue of Completion Certificate, the Developer shall rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation in the manner as provided under applicable laws.
- w. It is expressly agreed and understood that the Developer shall not be liable to rectify any defect occurring under the following circumstances:
  - i. Misuse & negligent use;
  - ii. If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser taking over possession of the said Flat, the Developer will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
  - iii. If there are changes, modifications or alteration in electrical lines and wirings after said possession unto the Purchaser, the Developer will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - iv. If there are changes, modifications or alterations in doors, windows or other related items, then the Developer will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
  - v. If the Purchaser after taking actual physical possession of the Said Flat, executes interior decoration work including any addition and/or alteration in

the layout of the internal walls of the Flat by making any changes in the Flat, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Developer;

- vi. The regular wear and tear of the Unit /Building includes minor hairline cracks on the external and internal walls excluding the RCC, structure which occur due to shrinkage in concrete, block work/brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of brick walls and RCC beams and columns. Any cracks developed for reasons other than as mentioned above the Developer shall get it rectified at its own cost.
- vii. If the materials and fittings and fixtures provided by the Developer are not being maintained by the Purchaser or his / her agents in the manner in which same is required to be maintained.
- viii. Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Developer in the Common Areas and/or in the Flat going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Developer and not amounting to poor workmanship or manufacture thereof.
- ix. Any defect due to force majeure
- x. Failure to maintain the amenities / equipments
- xi. Due to failure of AMC
- xii. Regular wear and tear
- xiii. If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

- xiv. Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Developer and without giving the Developer the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Flat, alters the state and condition of the area of the purported defect, then the Developer shall be relieved of its obligations contained hereinabove.
- x. It is further made clear that the structural defect, if any, must be certified by the Structural Engineer engaged by the Developer that such defect has been made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. made by any of the Purchaser and/or allottees and/or occupants of the Building. The decision of the Structural Engineer shall be final and binding on the parties. The Purchaser/Allottee is aware that the said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Developer's obligation to rectify any defect(s) or compensate for the same as mentioned herein and/or under any law for the time being in force or may hereafter be enacted and the Purchaser/Allottee shall have no claim(s) of any nature whatsoever and/or howsoever nature against the Developer in this regard.
4. **IT IS HEREBY FURTHER AGREED BETWEEN THE VENDOR, THE DEVELOPER AND THE PURCHASER** as follows: -
- a. That the Undivided proportionate share in the land wherein the said Flat is situated and sold transferred conveyed transferred granted and assured and in favour of the Purchaser herein shall always remain indivisible and impartible.

- b. It being expressly agreed and understood that in the event of the Developer making any additional or further construction on the said Premises or any part thereof the proportionate undivided share in the land to be held by the Purchaser shall stand proportionately reduced.
- c. The Real Estate (Regulation and Development) Act, 2016, mandates that the Developer is, inter alia, required to execute a registered conveyance deed in respect of the said Unit in favour of the Purchaser and in respect of the undivided pro rata share in the Common Areas, Amenities and Facilities in favour of the Maintenance Body. The Purchaser has requested for immediate completion of sale of the said Unit, to convey the said Unit to the Purchaser and to also convey the undivided proportionate share in the Common Areas, Amenities and Facilities to the Purchaser/Allottee. Accordingly, this Deed is being executed.
- d. The Developer or its affiliates shall be entitled, at all times, to install, display and maintain its name and/or logo on the roof of the Building and/or other areas in the Building and/or the said Premises by putting up hoardings, display signs, neon-signs, lighted displays, etc. and the electricity to the same shall be supplied through the common electricity meter without the Developer being required to pay any charges for the same, and no one including the Purchaser shall be entitled to object or to hinder the same in any manner whatsoever.
- e. Subject to the said Flat the Purchaser herein shall not have any right title interest claim or demand of any nature whatsoever and/or howsoever into or upon all the other parts or portions of the said building and the said Premises.
- f. This Deed of Conveyance supersedes and/or has over riding effect on the agreement for sale and/or any other document and/or understanding and/or writing executed and/or verbal between the parties hereto prior to the date of execution of these presents.

- g. The name of the building shall always remain to be “**Sen Bari**” and the same shall not be changed and/or altered by the Purchaser or any other Purchaser and/or occupier under any circumstances whatsoever and/or howsoever.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(DETAILS OF TITLE AND LEGAL INCIDENTS)**

**PART – 1A**

- A.1. Late Brohmonath Sen and Late Bhabanath Sen both sons of Late Hara Chandra Sen and governed by Dayabhaga School of Hindu Law jointly resided at 43/1 and 44, Ramkanta Bose Street, Kolkata being their family dwelling house. Late Brohmonath Sen was the elder brother of Late Bhabanath Sen and predeceased him on 01<sup>st</sup> May 1894.
- A.2. The said Late Bhabanath Sen during his lifetime acquired several immovable properties which included 45, Ramkanta Bose Street, 37 Bose Para Lane, 43/1, Ramkanta Bose Street & 44 Ramkanta Bose Street Kolkata – 700 003, now collectively recorded as municipal premises No. 44, Ramkanta Bose Street, Kolkata – 700 003 (hereinafter referred to as the said **LAND A**).
- B. 2. The said Late Bhabanath Sen during his lifetime made and published his last Will and Testament dated 20<sup>th</sup> day of May 1910 (hereinafter referred to as the said **WILL**).
- B. 3. The said Late Bhabanath Sen died testate on 16<sup>th</sup> September 1914 and his wife namely Jaykali Sen predeceased him on 20<sup>th</sup> June 1909.
- B. 4. The probate in respect of the said Will was duly granted by the Hon'ble High Court at Calcutta on 4<sup>th</sup> September 1915,
- B. 5. In accordance with the said Will apart from other bequeathments the same inter-alia recorded that: -
- i) one Moiety of their family dwelling house comprising of 43/1, and 44, Ramkanta Bose Street was bequeathed to his sons namely Manmatha Nath

Sen, Hem Nath Sen, Satish Chandra Sen, Srish Chandra Sen and Nandalal Sen. The other Moiety was inherited by the heirs of Late Brohmonath Sen.

- ii) The house at 45 Ramkanta Bose Street, Kolkata – 700 003 to his eldest son namely, Priyanath Sen.
  - iii) The land at 37 Bosepara Lane, Kolkata – 700 003 were divided into eight equal shares and go to his six sons namely, Priyanath Sen, Manmathanath Sen, Hemnath Sen, Satishchandra Sen, Srishchandra Sen, Nandalal Sen and two portions thereof to his two nephews, namely, Chandicharan Sen and Manilal Sen.
- A. The said Satish Chandra Sen during his lifetime also acquired several properties 42B, 42C & 42D, Ramkanta Bose Street Kolkata – 700 003, now collectively recorded as municipal premises No. 42B, Ramkanta Bose Street, Kolkata – 700 003 (hereinafter referred to as the said **LAND B**).
- B. The said Hemnath Sen, the third son of Bhabanath Sen, was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 11<sup>th</sup> December 1910 leaving behind him his three sons, namely, Sachindranath Sen, Sudhindranath Sen and Satyendranath Sen as his legal heirs and representatives. His wife Sarodasundari Sen died intestate on 16<sup>th</sup> April 1950.
- E.1 The said Sachindranath Sen died intestate on 6<sup>th</sup> November 1966 leaving behind him his wife Renuka Sen, two sons, namely, Sukumar Sen and Sanat Kumar Sen and two daughters, namely, Sabita Ghosh and Namita Bose as his legal heirs and representatives.
- E.1.1 The said wife Renuka Sen died intestate on 27<sup>th</sup> March 1989.
- E.1.2 The said Sanat Kumar Sen died intestate on 17<sup>th</sup> August 1995 leaving behind his wife Ila Sen, daughter Sharmila Mitra and son Santanu Sen.
- E.1.1. 1 The said Ila Sen died intestate on 17<sup>th</sup> May 2014 leaving behind her surviving her daughter Sharmila Mitra and son Santanu Sen.

E.1.1. 2 The said Sharmila Mitra died intestate 14<sup>th</sup> September 2016 leaving behind her surviving her husband Sankarnath Mitra and only daughter Sharnya Mitra.

E.1.3 The said Sukumar Sen died intestate on 10<sup>th</sup> March 1999 leaving behind him surviving his two sisters namely, Sabita Ghosh and Namita Bose as his only legal heirs and representatives in accordance with the Hindu Succession Act.

E.1.4 The said Namita Bose died intestate on 11<sup>th</sup> March 2014 leaving behind her no issue and as such her share devolved upon her living sister Sabita Ghosh.

E.1.5 The said Sabita Ghosh died intestate on 15<sup>th</sup> January 2022 leaving behind her the legal heirs of her predeceased son namely Kushal Ghosh i.e. his wife Vasundhara Ghosh and one son Kaustav Ghosh as her only surviving legal heirs and/or representatives.

E.2.1 The said Sudhindranath Sen, the second son of Hemnath Sen died on 3<sup>rd</sup> August 1971. In accordance with the Will of Late Sudhindranath Sen dated January 3, 1962 which was duly probated on April 28, 1983, he bequeathed all his properties to his two sons, namely Pranab Kumar Sen and Amrita Kumar Sen. His wife Indira Sen died intestate on 14<sup>th</sup> November 1998.

E.2.2 The said Pranab Kumar Sen died intestate on 2<sup>nd</sup> July 1978 leaving behind his wife Sabita Sen daughter Anuradha Saha and son Rashan Sen as his legal heirs and representatives.

E.3.1 The said Satyendra Nath Sen the third son of the said Late Hemnath Sen during his lifetime made and published his last will and testament dated 09<sup>th</sup> July 1986 whereby and wherein the said Satyendra Nath Sen upon his death gave and bequeathed all his assets to his two sons namely Siddhartha Sen and Sugata Sen.

E.3.2 The said Late Satyendranath Sen died testate on 30<sup>th</sup> October 1992.

E.3.3 The probate in respect of the said Last Will and Testament dated 09<sup>th</sup> July 1986 of the said Late Satyendranath Sen was granted by the Ld. City Civil Court, Calcutta in probate case No. 84 of 2010 on 30<sup>th</sup> January 2015.



F.1. The said Priyanath Sen, the first son of Bhabanath Sen, was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 21<sup>st</sup> February 1929 leaving behind him his three sons, namely, Dhirendranath Sen, Dwijendranath Sen and Jitendranath Sen as his legal heirs and representatives. His wife Kirankumari died intestate on 17<sup>th</sup> January 1932.

F.1.1 The said Dhirendranath Sen during his lifetime made and published his last will and testament dated 28<sup>th</sup> March 1964, whereby and wherein upon his death the said Dhirendranath Sen gave and bequeathed his estate and/or properties including the immovable properties to his three nephews namely Dilip Kumar Sen, Dipak Kumar Sen and Proshanta Sen.

F.1.2 The said Dhirendranath Sen, died testate on 10<sup>th</sup> January 1971.

F.1.3 The probate in respect of the said last Will and testament dated 28<sup>th</sup> March, 1964 of the said Late Dhirendra Nath Sen was duly granted by the Hon'ble High Court at Calcutta in Case No. 180 of 1978 on 29<sup>th</sup> April 1981.

F.2.1 The said Dwijendranath Sen, during his lifetime made and published his last Will and Testament dated October 17, 1971 whereby and wherein upon his death the said Dwijendranath Sen gave and bequeathed his estate and/or properties including the immovable properties to his wife Chameli Sen for life and thereafter to his three sons Dilip Kumar Sen, Dipak Kumar Sen and Proshanta Sen.

F.2.2 The said Dwijendranath Sen died testate on 11<sup>th</sup> April 1980.

F.2.3 The said Chameli Sen died on 24<sup>th</sup> July 1984.

F.2.4 The probate in respect of the said last Will and Testament dated October 17, 1971 of the said Late Dwijendra Nath Sen duly granted by the Hon'ble High Court at Calcutta in P. L. A No. 34 of 2017 on 1<sup>st</sup> August 2017.

F.2.5 The said Dilip Kumar Sen died intestate on 25<sup>th</sup> August 2000 leaving behind his wife Jayasri Sen and daughter Urmi Ghosh as his surviving legal heirs and/or representatives.

F.2.6 The said Dipak Kumar Sen died intestate on 12<sup>th</sup> August 2009 leaving behind his only daughter Dyuti Ganguly as legal heir and/or representative since his wife Sikha Sen predeceased him on 20<sup>th</sup> November 2008.

F.2.7 The said Proshanta Sen died intestate on 7<sup>th</sup> December 2019 leaving behind his wife Chandra Sen and daughter Alo Basu as his only legal heirs and/or representatives.

F.3.1 The said Jitendranath Sen, the third son of Late Priyanath Sen died intestate on 12<sup>th</sup> March 1984 leaving behind his widow Amiya Sen and three daughters, namely, Mina Roy, Rina Ray and Dipti Ghosh as his legal heir and representative. His wife Amiya Sen died intestate on 30<sup>th</sup> October 1995.

F.3.2 The said Dipti Ghosh died intestate on 19<sup>th</sup> May 2017 and her husband Satyaprasad Ghosh died intestate on 22<sup>nd</sup> April 2021 leaving behind them surviving two daughters, namely, Shaista Qadeer and Sarah Asif Ahmad as their only surviving legal heirs and/or representatives.

G. The said Manmathanath Sen, the second son of Bhabanath Sen, was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 22<sup>nd</sup> June 1945. His wife Akshaykumari Sen predeceased him on 16<sup>th</sup> July 1914. They had no issue and after his death his share had devolved on his own three younger living brothers namely, Satishchandra Sen, Srishchandra Sen and Nandalal Sen as his legal heirs and representatives.

H. The said Nandalal Sen, the youngest son of Bhabanath Sen, was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 26<sup>th</sup> September 1948 leaving behind him his only son Khagendranath Sen as his legal heir and representative. His wife Umasashi Sen predeceased him on 12<sup>th</sup> December 1925.

H.1 The said Khagendranath Sen during his lifetime made and published his last will and testament dated 7<sup>th</sup> November 1968 whereby and wherein the said Khagendranath Sen upon his death gave and bequeathed all his assets including

immovable properties to his two sons namely Pradyot Kumar Sen and Bidyut Sen subject to life interest of residence of his wife Bijoli Prabha Sen.

H.2 The said Khagendranath Sen died testate on 20<sup>th</sup> October 1989.

H.3 The probate in respect of the said last Will and testament dated November 7, 1968 was duly granted by the Hon'ble High Court at Calcutta in No. 103 of 1990 on 03<sup>rd</sup> August 1990.

H.4 The wife of the said Khagendranath Sen namely Bijoli Prabha Sen died on 18<sup>th</sup> January 2007.

H.5 The said Pradyot Kumar Sen died intestate on 10<sup>th</sup> January 2010 leaving behind him surviving his widow Aloka Sen and his only son Debapriyo Sen as only surviving legal heirs and/or representatives.

H.6 The said Bidyut Sen died intestate on 17<sup>th</sup> January 2010 leaving behind him surviving his widow Kumkum Sen one son Debabrata Sen and one daughter Swarnamoyee Sen as his only surviving legal heirs and/or representatives.

I. The said Satish Chandra Sen, the fourth son of Bhabanath Sen, was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 21<sup>st</sup> February 1950 leaving behind him surviving his five sons, namely, Haridas Sen, Krishna Chandra Sen, Bishnu Charan Sen, Deb Kumar Sen and Ajoy Kumar Sen as his legal heirs and representatives. His wife Sailabala Sen predeceased him on 4<sup>th</sup> April 1948.

I.1 The said Haridas Sen, the eldest son of Satish Chandra Sen, died intestate on 11<sup>th</sup> February 1977 leaving behind him his wife Kanarani Sen, daughter Sunanda Basu and son Subir Sen.

I.1.1 The said Kanarani Sen died intestate on 5<sup>th</sup> March 2019 leaving behind her surviving her daughter Sunanda Basu and son Subir Sen as only surviving legal heirs and/or representatives.

I.2 The said Krishna Chandra Sen, the second son of Satish Chandra Sen, died intestate on 21<sup>st</sup> April 1987 leaving behind him his wife Mira Sen and two sons,

namely, Subrata Sen and Sudipta Sen as his only surviving legal heirs and representatives.

I.2.1 The said Mira Sen died intestate on 30<sup>th</sup> August 2011 leaving behind her surviving her two sons namely, Subrata Sen and Sudipta Sen as her only surviving legal heirs and representatives.

I.3 The said Deb Kumar Sen, the fourth son of Satish Chandra Sen died intestate on 24<sup>th</sup> June 1999 leaving behind him his wife Basanti Sen and two sons, namely, Supratik Sen and Supriyo Sen as his only surviving legal heirs and representatives.

I.4 The said Ajoy Kumar Sen, the youngest son of Satish Chandra Sen died intestate on 2<sup>nd</sup> January 2000 leaving behind him surviving his wife Mira Sen as his only surviving legal heir and/or representative.

I.4.1 The said Mira Sen died intestate on 25<sup>th</sup> January 2010 and since she had no issues she left behind her surviving the nephews of her husband namely Subir Sen (son of Haridas Sen), Subrata Sen & Sudipta Sen (both sons of Krishna Chandra Sen) and Supratik Sen & Supriyo Sen (both sons of Deb Kumar Sen) and niece of her husband namely Sunanda Basu (daughter of Haridas Sen) as her only surviving legal heirs and/or representatives.

I.5 The said Bishnu Charan Sen the third son of Satish Chandra Sen during his lifetime made and published his last will and testament dated 16<sup>th</sup> April 1997 whereby and wherein the said Bishnu Charan Sen upon his death for life to his wife Kamala (Itu) Sen and thereafter to his five nephews namely Subir Sen (son of Haridas Sen), Subrata Sen & Sudipta Sen (both sons of Krishna Chandra Sen) and Supratik Sen & Supriyo Sen (both sons of Deb Kumar Sen) absolutely and forever.

I.5.1 The said Bishnu Charan Sen died testate on 18<sup>th</sup> January 2010 and his wife Kamala (Itu) Sen predeceased him on 15<sup>th</sup> November 2002.

I.5.2 The probate in respect of the last will and testament dated 16<sup>th</sup> April 1997 of the said Bishnucharan Sen was duly granted by the Hon'ble High Court at Calcutta in P.L.A. No. 436 of 2019 and the same was granted on 24<sup>th</sup> March 2022.

J. The said Sirish Chandra Sen, the fifth son of Late Bhabanath Sen, during his lifetime made and published his last will and testament dated 22<sup>nd</sup> November 1948 whereby and wherein the said Sirish Chandra Sen upon his death gave devised and bequeathed his undivided share into or upon the said Premises divided in 5 equal parts out of which one part to his wife Lilabati Devi, one part each to his three sons namely Samiran Sen, Surhit Chandra Sen and Somen Chandra Sen and one part for life to his another son Sushil Chandra Sen and after his demise to the legal heirs of his son Sushil Chandra Sen. The said Sirish Chandra Sen did not give any right and/or share to his fifth son namely Saral Chandra Sen.

J.1.1 The said Sirish Chandra Sen died testate on 25<sup>th</sup> August 1958.

J.1.2 The executors to the last will and testament dated 22<sup>nd</sup> November 1948 of the said Sirish Chandra Sen (since deceased) applied for and obtained probate in respect of the last will and testament dated 22<sup>nd</sup> November 1948 of the said Sirish Chandra Sen (since deceased) from the High Court at Calcutta in case No. 239 of 1959 on 8<sup>th</sup> September 1959.

J.2.1 The said Lilabati Devi died intestate on 11<sup>th</sup> December 1966 leaving behind her surviving her four sons, namely, Sushil Chandra Sen, Samiran Sen, Suhrit Chandra Sen and Somen Chandra Sen as her only surviving legal heirs and representatives, since her another son namely Saral Chandra Sen predeceased her on 18<sup>th</sup> August 1966.

J.3.1 The said Sushil Chandra Sen died intestate leaving behind him surviving his three brothers namely Samiran Sen, Suhrit Chandra Sen and Somen Chandra Sen as his only surviving legal heirs and/or representatives.

J.4.1 The said Samiran Sen, died intestate on 14<sup>th</sup> July 1991 leaving behind him surviving his wife Rekha Sen and only son Surajit Sen as his only surviving legal heirs and/or representatives.

J.4.2 The said Rekha Sen died intestate on 23<sup>rd</sup> December 2020 leaving behind her surviving her only son Surajit Sen as her only surviving legal heir and/or representative.

J.5.1 The said Suhrit Chandra Sen, the second son of Sirish Chandra Sen died intestate on 15<sup>th</sup> December 1987 leaving behind his wife Dipti Sen, one daughter Sudipa Ghosh and one son Dr. Satyajit Sen as his only surviving legal heirs and/or representatives.

J.5.2 The said Dipti Sen died intestate on 7<sup>th</sup> December 2012 leaving behind her surviving her daughter Sudipa Ghosh and son Dr. Satyajit Sen as her only surviving legal heirs and representatives.

J.5.3 The said Sudipa Ghosh died intestate on 18<sup>th</sup> June 2022 leaving behind her surviving her only daughter Sanghamitra Sen as her only legal heiress and/or representative since her husband namely Sabyasachi Ghosh predeceased her on 29<sup>th</sup> May 2017.

J.6.1 The said Somenchandra Sen, the youngest son of Srishchandra Sen died intestate on 5<sup>th</sup> June 2003 leaving behind him his wife Purabi Sen as his only legal heir and representative.

## **PART – 1B**

A. The said Chandicharan Sen, the eldest son of Brohmonath Sen, was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 19<sup>th</sup> December 1926 Leaving behind him surviving his wife Khirodamohini Sen and three sons, namely, Narendranath Sen, Jnanendranath Sen and Birendranath Sen as his only surviving legal heirs and/or representatives. The said Khirodamohini Sen died intestate on 18<sup>th</sup> July 1930.

A.1 The said Narendranath Sen, the first son of Chandicharan Sen was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 5<sup>th</sup> September 1938 leaving behind him surviving his wife Nandarani Sen and three

sons, namely, Dwipen Sen, Ganendranath Sen and Amarendranath Sen. The said Nandarani Sen died intestate on 19<sup>th</sup> July 1945.

- A.1.1 The said Amarendranath Sen died intestate on 12<sup>th</sup> April 1990 leaving behind him surviving his wife Sunita Sen and two daughters namely, Bulu Kundu and Suparna Biswas.
- A.1.2 The said Sunita Sen died intestate on 6<sup>th</sup> April 2010 leaving behind her surviving her two daughters, namely, Bulu Kundu and Suparna Biswas as her only surviving legal heirs and/or representatives.
- A.1.3 The said Ganendranath Sen a bachelor died intestate on 3<sup>rd</sup> June 1998 leaving behind him surviving his brother Dwipen Sen and sister Bani Bose as his only surviving legal heirs and/or representatives.
- A.1.4 The said Bani Bose died intestate on 2<sup>nd</sup> January 2019 leaving behind her surviving her three sons namely Jayanta Bose, Swapan Bose and Subrata Bose, two daughters namely Jayanti Raye and Dipti Sarkar and the only surviving legal heir of her predeceased son Gobindo Bose who had died intestate on 21<sup>st</sup> June 2007 i.e. her daughter – in – law namely Sarbani Bose as her only legal heirs and/or representatives since her husband namely Madhabendra Nath Bose predeceased her
- A.1.5 The said Dwipen Sen died intestate on 16<sup>th</sup> September 2000 leaving behind him surviving his wife Kanak Sen and three sons, namely, Nilratan Sen, Shyamal Sen and Dilip Sen as his only surviving legal heirs and/or representatives.
- A.1.6 The said Kanak Sen, wife of Dwipen Sen, died intestate on 31<sup>st</sup> December 2004 leaving behind her surviving her three sons, namely Nilratan Sen, Shyamal Sen and Dilip Sen as her only surviving legal heirs and/or representatives.
- A.2 The said Jnanendranath Sen, the second son of Chandicharan Sen, governed by the Dayabhaga School of Hindu law died intestate on 16<sup>th</sup> October 1948 leaving

behind him surviving his two sons namely Jogendranath Sen and Bijendranath Sen as his only surviving legal heirs and/or representative since his wife Parul Bala Sen predeceased him on 20<sup>th</sup> December 1920.

A.2.1 The said Jogendranath Sen died intestate on 2<sup>nd</sup> November 1967 leaving behind him surviving his wife Jayanti Sen and only son Jayanta Sen as his only surviving legal heirs and/or representative.

A.2.2 The said Jayanti Sen died intestate on 25<sup>th</sup> February 1984 leaving behind her surviving her only son Jayanta Sen as her only legal heir and/or representative.

A.2.3 The said Jayanta Sen died intestate on 29<sup>th</sup> September 2017 leaving behind him surviving his only daughter Ishita Sen as his only surviving legal heiress and/or representative since his wife Arati Sen predeceased him on 20<sup>th</sup> December 2010.

A.2.4 The said Bijendranath Sen died intestate on 8<sup>th</sup> September 2003 leaving behind him surviving his only daughter Jayita Bardhan as his only surviving legal heiress and/or representative since his wife Inu Sen predeceased him on 20<sup>th</sup> April 1986.

A.3 The said Birendra Nath Sen, the youngest son of Chandicharan Sen governed by the Dayabhaga School of Hindu law died intestate on 20<sup>th</sup> November 1956 leaving behind him surviving his wife Jamunabala Sen, five sons, namely, Bimalendu Sen, Barendranath Sen, Brojendranath Sen, Balendranath Sen and Prafulla Kumar Sen and five daughters, namely, Dipali Ghosh, Santi Sen, Anjali Sen, Latika Ghosh and Mala Ghosh.

A.3.1 The said Brojendranath Sen, the third son of Birendranath Sen died intestate on 3<sup>rd</sup> December 1970 as bachelor leaving behind him surviving his mother Jamunabala Sen as his only legal heiress and/or representative.

A.3.2 The said Jamunabala Sen died intestate sometime in the year 1971 leaving behind her surviving her four sons namely Bimalendu Sen, Barendranath Sen, Balendranath Sen and Prafulla Kumar Sen and five daughters, namely, Dipali Ghosh, Santi Sen, Anjali Sen, Latika Ghosh and Mala Ghosh as her only surviving legal heirs and/or representatives.



A.3.3 The said Prafulla Kumar Sen died intestate on 3<sup>rd</sup> June 1991 leaving behind him surviving his wife Pranati Sen, daughter Chandana Sengupta and son Pritam Sen as his only surviving legal heirs and representatives.

A.3.4 The said Santi Sen, the second daughter of Birendranath Sen died intestate as spinster on 21<sup>st</sup> January 1992 leaving behind her three surviving brothers, namely, Bimalendu Sen, Barendranath Sen and Balendranath Sen and four surviving sisters, namely, Dipali Ghosh, Anjali Sen, Latika Ghosh and Mala Ghosh as her legal heirs and representative.

A.3.5 The said Dipali Ghosh, died intestate on 13<sup>th</sup> September 1998 leaving behind her surviving her two daughters, namely, Annapurna Mitra and Kamala Chatterjee as her only surviving legal heirs and/or representatives since her husband namely Sisir Kumar Ghosh predeceased her on 09<sup>th</sup> October 1997.

A.3.5.1 The said Kamala Chatterjee died intestate on 30<sup>th</sup> January 1997 leaving behind her surviving her husband namely Gautam Chatterjee and only son Tritirtha Chatterjee as her only legal heirs and/or representative. The husband of the said Kamala Chatterjee (since deceased) namely Gautam Chatterjee died intestate on 4<sup>th</sup> September 2014.

A.3.6 The said Barendranath Sen, the second son of Birendranath Sen died intestate on 2<sup>nd</sup> May 2001 as bachelor leaving behind him surviving his two brothers, namely, Bimalendu Sen and Balendranath Sen and three surviving sisters, namely, Anjali Sen, Latika Ghosh and Mala Ghosh as his only surviving legal heirs and/or representatives.

A.3.7 The said Bimalendu Sen, the eldest son of Birendranath Sen died intestate on 20<sup>th</sup> May 2002 as bachelor leaving behind him his only surviving brother Balendranath Sen and three surviving sisters, namely, Anjali Sen, Latika Ghosh and Mala Ghosh as his legal heirs and representatives.

A.3.8 The said Balendranath Sen, the fourth son of Birendranath Sen died intestate on 11<sup>th</sup> October 2003 as bachelor leaving behind him surviving his three sisters,

namely, Anjali Sen, Latika Ghosh and Mala Ghosh as his only surviving legal heirs and/or representatives.

A.3.9 The said Mala Ghosh, the youngest daughter of Birendranath Sen died intestate on 20<sup>th</sup> January 2011 leaving behind her only son Subhro Ghosh. Her husband Saroj Kumar Ghosh predeceased her.

A.3.10 The said Anjali Sen, the third daughter of Birendranath Sen died as spinster on 25<sup>th</sup> July 2011 leaving behind her only surviving sister Latika Ghosh as her legal heir and representative.

A.3.11 The said Latika Ghosh and during her lifetime made and published her last will and testament dated 04<sup>th</sup> June 2014 whereby and wherein the said Latika Ghosh upon her death gave and bequeathed all her immovable and movable properties and assets unto and in favour of her nephew Subhro Ghosh, son of the said Mala Ghosh.

A.3.11.a The said Latika Ghosh died testate on 15<sup>th</sup> June 2014.

A.3.11.b The Executor to the last will and testament dated 04<sup>th</sup> June 2014 of the said Late Latika Ghosh applied for grant of probate in respect of the said last will and testament dated 04<sup>th</sup> June 2014 of the said Late Latika Ghosh and the same was proved by the High Court at Calcutta on 19<sup>th</sup> May 2017 in Case No. 286 of 2014 and granted on 18<sup>th</sup> September 2017.

A.3.11.c The said Subhro Ghosh died intestate on 7<sup>th</sup> December 2019 leaving behind him surviving his wife Chitrlekha Ghosh, one daughter Sayantani Ghosh and one son Sritamo Ghosh as only surviving legal heirs and/or representatives.

B. The said Manilal Sen, the second son of Brohmonath Sen, was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 15<sup>th</sup> December 1945 leaving behind him surviving his wife Nirodebala and two sons, namely, Rabindranath Sen and Dinabandhu Sen.

B.1 The wife of the said Manilal Sen namely Nirodebala died intestate on 26<sup>th</sup> September 1948.

B.2 The said Rabindranath Sen, the eldest son of Manilal Sen died intestate 2<sup>nd</sup> June 1944 leaving behind him two sons, namely, Tarun Kumar Sen and Dr. Asoke Sen. His wife Sulata Sen died intestate on 19<sup>th</sup> June 1970.

B.2.1 The said Dr. Asoke Sen died intestate on 2<sup>nd</sup> August 2011 leaving behind him his wife Indrani Sen and two sons, namely Indrajit Sen and Suvajit Sen as his only surviving legal heirs and representatives.

B.2.2 The said Tarun Kumar Sen died intestate on 26<sup>th</sup> October 2020 as bachelor and his share devolved upon his two nephews, both sons of Dr. Asoke Sen, namely Indrajit Sen and Suvajit Sen as his only surviving legal heirs and representatives.

B.3 The said Dinabandhu Sen (the youngest son of Manilal Sen) during his lifetime made and published his last will and testament dated 30<sup>th</sup> September 1965 whereby and wherein the said Dinabandhu Sen upon his death gave and bequeathed all his movable and immovable assets and properties unto and in favour of his two sons namely Amal Kumar Sen and Shyamal Kumar Sen absolutely and forever.

B.3.1 The said Dinabandhu Sen died testate on 24<sup>th</sup> May 1966.

B.3.2 The probate in respect of the said last will and testament dated 30<sup>th</sup> September 1965 of the said Dinabandhu Sen was granted by the Hon'ble High Court at Calcutta in P. L. A. No. 73 of 1969 on 11<sup>th</sup> August 1969.

B.3.3 The wife of the said Dinabandhu Sen namely Phularani Sen died intestate on 14<sup>th</sup> July 1993.

C. The said Jiban Krishna Sen, the youngest son of Brohmonath Sen died intestate on 9<sup>th</sup> May 1964 leaving behind him surviving his wife Sneharani Sen alias Snehlata Sen, two sons, namely, Shankar Sen and Sumit Kumar Sen and four daughters, namely, Mayarani Mitra, Ila Mitra, Belarani Dey and Bina Bose as his only surviving legal heirs and/or representatives.

C.1 The said Sneharani Sen alias Snehlata Sen died intestate on 24<sup>th</sup> November 1965.

C.2 The said Mayarani Mitra, died intestate on 17<sup>th</sup> January 1965 leaving behind her surviving her husband Sailendranath Mitra and two daughters, namely, Rina Ghosh and Mina Bose as her only surviving legal heirs and/or representatives.

C.2.1 The said Sailendranath Mitra died intestate on 10<sup>th</sup> January 1970.

C.2.2 The said Mina Bose died intestate on 08<sup>th</sup> August 2012 leaving behind her surviving her two daughters namely Sangita Pandey Basu and Sanchita Ghosh as her surviving legal heirs and/or representatives and her husband Tapan Bose died intestate on 31<sup>st</sup> January 2018.

C.3 The said Shankar Sen died intestate on 25<sup>th</sup> January 1969 as bachelor leaving behind him surviving his brother Sumit Kumar Sen and three surviving sisters, namely, Ila Mitra, Belarani Dey and Bina Bose as his legal heirs and representatives.

C.4 The said Sumit Kumar Sen, died intestate on 11<sup>th</sup> February 1996 leaving behind him surviving his two sisters, namely, Belarani Dey and Bina Bose as his only surviving legal heirs and/or representatives.

C.5 The said Ila Mitra, died intestate on 25<sup>th</sup> May 1985 leaving behind her surviving her three sons, namely, Amit Kumar Mitra, Asit Kumar Mitra and Anup Kumar Mitra since her husband namely Amiya Krishna Mitra predeceased her on 13<sup>th</sup> November 1970.

C.5.1 The said Anup Kumar Mitra died intestate on 1<sup>st</sup> June 1994 leaving behind him surviving his wife Sabita Mitra and only son Arindam Kumar Mitter as his only surviving legal heir and/or representative. The said Sabita Mitra died intestate 18<sup>th</sup> February 2020.

C.5.2 The said Amit Kumar Mitra died intestate on 23<sup>rd</sup> October 2013 leaving behind him surviving his wife Rajani Mitra as his only surviving legal heir and/or representative.

C.6 The said Belarani Dey died intestate on 7<sup>th</sup> January 2004 leaving behind her son Subrata Dey and three daughters, namely, Mita Ghosh, Nita Mitra and Rita Mitra as her legal heirs and representatives, since her husband Arun Kumar Dey died intestate on 12<sup>th</sup> February 1970.

C.6.1 The said Subrata Dey, died intestate on 24<sup>th</sup> July 2007 leaving behind him surviving his wife Banani De and only son Susobhan Dey as his only surviving legal heirs and/or representative. The said Banani De died intestate on 7<sup>th</sup> February 2021.

C.6.2 The said Rita Mitra died intestate on 1<sup>st</sup> February 2016 leaving behind her surviving her husband Rajendra Nath Mitra as her only surviving legal heir and/or representative.

C.7 The said Bina Bose, wife of Late Provat Kumar Bose, the youngest daughter of Jibankrishna Sen died intestate on 3<sup>rd</sup> December 2008 leaving behind her only son (69) Gautam Bose as her present legal heir and representative. Bina Bose's husband Provat Kumar Bose died intestate on 25<sup>th</sup> April 1982.

D. The said Sailendranath Sen, during his lifetime made and published his last will and testament dated 05<sup>th</sup> December 1964 whereby and wherein the said Sailendranath Sen upon his death gave and bequeathed all his assets including his movable and immovable properties unto and in favour of his nephews Shankar Sen and Sumit Kumar Sen absolutely and forever.

D.1 The Sailendranath Sen died testate on 9<sup>th</sup> December 1970 as bachelor.

D.2 The probate in respect of the last will and testament dated 05<sup>th</sup> December 1964 of the said Late Sailendranath Sen was granted by the Hon'ble High Court at Calcutta in Probate Case No. 102 of 1974 on 12<sup>th</sup> May 1980.

## **PART: 2**

1. By the deed of gift dated 26<sup>th</sup> July 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages

315477 to 315492 being No. 190208581 for the year 2022, Annapurna Mitra gifted unto and in favour of Pritam Sen **ALL THAT** the undivided total 0.25% part and/or share into or upon the said Land A in the manner as contained and recorded therein.

2. By the deed of gift dated 26<sup>th</sup> July 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 315390 to 315408 being No. 190208585 for the year 2022, Chitralekha Ghosh, Sayantani Ghosh and Sritamo Ghosh gifted unto and in favour of Pritam Sen **ALL THAT** the undivided 01% part and/or share into or upon the said Land A in the manner as contained and recorded therein.
3. By the deed of gift dated 21<sup>st</sup> August 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 485421 to 485442 being No. 190214329 for the year 2022, Chandana Sengupta and Praniti Sen gifted unto and in favour of Pritam Sen **ALL THAT** the undivided total 0.2942% part and/or share into or upon the said Land A in the manner as contained and recorded therein.
4. By the deed of gift dated 16<sup>th</sup> September 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 387526 to 387541 being No. 190210997 for the year 2022, Indrani Sen and Indrajit Sen gifted unto and in favour of Suvajit Sen **ALL THAT** the undivided 03.4477% part and/or share into or upon the said Land A in the manner as contained and recorded therein.
5. By the deed of gift dated 21<sup>st</sup> September 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 484577 to 484595 being No. 190214305 for the year 2022, Dilip Sen, Nilratan Sen and Shyamal Kumar Sen gifted unto and in favour of Bulu Kundu and Suparna Biswas **ALL THAT** the undivided total 0.659% part and/or share equally into or upon the said Land A in the manner as contained and recorded therein.

6. By the deed of gift dated 16<sup>th</sup> September 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in page 387542 to 387557 being No. 190210998 for the year 2022 Sabita Sen gifted unto and in favour of Rashen Sen and Anuradha Saha **ALL THAT** the undivided total 0.61% part and/or share equally into or upon the said Land A in the manner as contained and recorded therein.
7. By the deed of conveyance dated 10<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 467642 to 467668 being No. 190213696 for the year 2022, Arindam Kumar Mitter sold transferred and conveyed unto and in favour of Swastic Heights Private Limited **ALL THAT** the undivided 0.4739% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
8. By the deed of conveyance dated 12<sup>th</sup> October 2022 registered on 12<sup>th</sup> November 2022 with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 484294 to 484323 being No. 190214306 for the year 2022, Jayasree Sen, Urmi Ghosh and Dyuti Ganguly sold transferred and conveyed unto and in favour of Chandra Sen **ALL THAT** the undivided 0.5008% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
9. By the deed of conveyance dated 12<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 467669 to 467701 being No. 190213697 for the year 2022, Jayanta Bose, Swapan Bose, Sarabani Bose, Subrata Bose, Jayanti Raye and Dipti Sarkar sold transferred and conveyed unto and in favour of Shaista Qadeer and Sarah Saif Ahmad **ALL THAT** the undivided 0.656% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.

10. By the deed of conveyance dated 12<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 467702 to 467731 being No. 190213698 for the year 2022, Rajendra Nath Mitra sold transferred and conveyed unto and in favour of Shaista Qadeer and Sarah Saif Ahmad **ALL THAT** the undivided 0.702% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
11. By the deed of conveyance dated 12<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 468003 to 468034 being No. 190213703 for the year 2022, Chitrlekha Ghosh, Sayantani Ghosh and Sritamo Ghosh sold transferred and conveyed unto and in favour of Alo Basu **ALL THAT** the undivided 02% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
12. By the deed of conveyance dated 12<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 468035 to 468061 being No. 190213704 for the year 2022, Santanu Sen, Sankarnath Mitra and Sharanya Mitra sold transferred and conveyed unto and in favour of Alo Basu **ALL THAT** the undivided 0.9144% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
13. By the deed of conveyance dated 12<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 468146 to 468170 being No. 190213706 for the year 2022, Rina Ray sold transferred and conveyed unto and in favour of Alo Basu **ALL THAT** the undivided 01.4397% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.



14. By the deed of conveyance dated 12<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 484354 to 484382 being No. 190214308 for the year 2022, Dilip Sen, Nilratan Sen, and Shyamal Kumar Sen sold transferred and conveyed unto and in favour of Shaista Qadeer and Sarah Saif Ahmad **ALL THAT** the undivided 01.318% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
15. By the deed of conveyance dated 12<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 485350 to 485376 being No. 190214327 for the year 2022, Bulu Kundu and Suparna Biswas sold transferred and conveyed unto and in favour of Alo Basu **ALL THAT** the undivided 01.973% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
16. By the deed of conveyance dated 12<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 468062 to 468089 being No. 190213705 for the year 2022, Vasundhara Ghosh sold transferred and conveyed unto and in favour of Swarnamoyee Sen **ALL THAT** the undivided 01.3725% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
17. By the deed of conveyance dated 12<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 485392 to 485420 being No. 190214328 for the year 2022, Rajendra Nath Mitra sold transferred and conveyed unto and in favour of Dr. Satyajit Sen **ALL THAT** the undivided 0.093% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
18. By the deed of gift dated 27<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in

pages 485061 to 485079 being No. 190214375 for the year 2022, Jayita Bardhan gifted unto and in favour of Debapriyo Sen **ALL THAT** the undivided total 0.4083% part and/or share into or upon the said Land A in the manner as contained and recorded therein.

19. By the deed of conveyance dated 27<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 485011 to 485036 being No. 190214373 for the year 2022, Anuradha Saha sold transferred and conveyed unto and in favour of Subrata Sen **ALL THAT** the undivided 0.915% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
20. By the deed of conveyance dated 27<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 485037 to 485060 being No. 190214374 for the year 2022, Amrita Kumar Sen sold transferred and conveyed unto and in favour of Subrata Sen **ALL THAT** the undivided 0.698% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
21. By the deed of conveyance dated 27<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 485080 to 485106 being No. 190214376 for the year 2022, Subir Sen sold transferred and conveyed unto and in favour of Suvajit Sen **ALL THAT** the undivided 0.56% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
22. By the deed of conveyance dated 27<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 485107 to 485137 being No. 190214377 for the year 2022, Subir Sen, Sudipta Sen and Dr. Supratik Sen sold transferred and conveyed unto and in favour of Subrata Sen **ALL THAT** the undivided 01.982% part and/or share into or

upon the said Land A for the consideration and in the manner as contained and recorded therein.

23. By the deed of conveyance dated 27<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 485159 to 485183 being No. 190214380 for the year 2022, Amrita Kumar Sen sold transferred and conveyed unto and in favour of Hon'ble Justice (Retd.) Shyamal Kumar Sen **ALL THAT** the undivided 01.132% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
24. By the deed of conveyance dated 27<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 485184 to 485213 being No. 190214381 for the year 2022, Nita Mitra, Asit Kumar Mitra, Susabhan De and Mita Ghosh sold transferred and conveyed unto and in favour of Subrata Sen **ALL THAT** the undivided 02.4941% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
25. By the deed of conveyance dated 27<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 485214 to 485239 being No. 190214382 for the year 2022, Jayita Bardhan sold transferred and conveyed unto and in favour of Supriyo Sen **ALL THAT** the undivided 01.563% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
26. By the deed of conveyance dated 27<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 485240 to 485266 being No. 190214383 for the year 2022, Kaustav Ghosh sold transferred and conveyed unto and in favour of Swastic Heights Private Limited **ALL THAT** the undivided 01.3725% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.

27. By the deed of conveyance dated 27<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 486639 to 486665 being No. 190214371 for the year 2022, Sangita Pandey Basu and Sanchita Ghosh sold transferred and conveyed unto and in favour of Swastic Heights Private Limited **ALL THAT** the undivided 0.2396% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
28. By the deed of conveyance dated 27<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 486612 to 486638 being No. 190214372 for the year 2022, Rina Ghosh sold transferred and conveyed unto and in favour of Swastic Heights Private Limited **ALL THAT** the undivided 0.354% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
29. By the deed of conveyance dated 27<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 485294 to 485321 being No. 190214385 for the year 2022, Tritirtha Chatterjee sold transferred and conveyed unto and in favour of Swastic Heights Private Limited **ALL THAT** the undivided 0.245% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
30. By the deed of conveyance dated 27<sup>th</sup> November 2022 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2022 in pages 485322 to 485349 being No. 190214386 for the year 2022, Mita Ghosh sold transferred and conveyed unto and in favour of Swastic Heights Private Limited **ALL THAT** the undivided 0.3816% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
31. By the deed of conveyance dated 27<sup>th</sup> November 2022 and registered on 28<sup>th</sup> November 2022 with the Additional Registrar of Assurances – II, Kolkata in Book

No. 1, volume No. 1902 – 2022 in pages 485267 to 485293 being No. 190214384 for the year 2022, Rajni Mitra sold transferred and conveyed unto and in favour of Swastic Heights Private Limited **ALL THAT** the undivided 0.4739% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.

32. By the deed of conveyance dated 24<sup>th</sup> December 2022 registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2023 in pages 7280 to 7305 being No. 190216097 for the year 2022, Surajit Sen sold transferred and conveyed unto and in favour of Swastic Heights Private Limited **ALL THAT** the undivided 04.8784% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
33. By the deed of conveyance dated 26<sup>th</sup> December 2022 registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2023 in pages 7550 to 7574 being No. 190216103 for the year 2022, Gautam Bose sold transferred and conveyed unto and in favour of Alo Basu **ALL THAT** the undivided 0.30% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
34. By the deed of conveyance dated 26<sup>th</sup> December 2022 registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2023 in pages 7525 to 7549 being No. 190216102 for the year 2022, Gautam Bose sold transferred and conveyed unto and in favour of Supriyo Sen **ALL THAT** the undivided 0.30% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
35. By the deed of conveyance dated 26<sup>th</sup> December 2022 registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2023 in pages 7380 to 7404 being No. 190216101 for the year 2022, Gautam Bose sold transferred and conveyed unto and in favour of Subrata Sen **ALL THAT** the

undivided 02.598% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.

36. By the deed of gift dated 26<sup>th</sup> December 2022 registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2023 in pages 7325 to 7342 being No. 190216098 for the year 2022, Sunanda Basu gifted and transferred unto and in favour of Subir Sen **ALL THAT** the undivided 01.9513% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
37. By the deed of gift dated 26<sup>th</sup> December 2022 registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2023 in pages 7363 to 7379 being No. 190216100 for the year 2022, Sunanda Basu gifted and transferred unto and in favour of Subir Sen **ALL THAT** the undivided 13.34% part and/or share into or upon the said Land B for the consideration and in the manner as contained and recorded therein.
38. By the deed of conveyance dated 05<sup>th</sup> January 2023 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2023 in pages 24331 to 24357 being No. 190200418 for the year 2023, Sanjay Basu sold transferred and conveyed unto and in favour of Swastic Heights Private Limited **ALL THAT** the undivided 0.1198% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.
39. By the deed of conveyance dated 13<sup>th</sup> January 2023 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2023 in pages 26489 to 26514, being No. 190200506 for the year 2023, Amal Kumar Sen sold transferred and conveyed unto and in favour of Swastic Heights Private Limited **ALL THAT** the undivided 02.9562% part and/or share into or upon the said Land A for the consideration and in the manner as contained and recorded therein.

40. By a deed of conveyance dated 09<sup>th</sup> February 2023 and registered with the Additional Registrar of Assurances – II, Kolkata in Book No. 1, volume No. 1902 – 2023 in pages 91437 to 91468 being No. 190202675 for the year 2023 the said Subir Sen, Subrata Sen Sudipta Sen Dr. Supratik Sen Supriyo Sen Basanti Sen sold transferred and conveyed unto and in favour of Sugata Sen, Jayasree Sen, Urmi Ghosh, Dyuti Ganguly, Chandra Sen, Alo Basu, Ishita Sen, Pritam Sen, Siddhartha Sen, Justice (Retd.) Shyamal Kumar Sen, Satyajit Sen, Sanghamitra Sen, Purabi Sen, Aloka Sen Debapriyo Sen, Kumkum Sen, Debabrata Sen Swarnamoyee Sen, Mina Roy, Shaista Qadeer, Sarah Saif Ahmad, Rashen Sen, Suvajit Sen and Swastic Heights (P) Ltd. **ALL THAT** the un-demarcated and undivided 100 Sq. ft. area into or upon the said Land B in the manner and for the consideration as contained and recorded therein.
41. The said Land A and the said Land B has since been amalgamated as one single holding No. in the records of the Kolkata Municipal Corporation vide order No. 084400725 dated 30<sup>th</sup> January 2024 of the Municipal Commissioner and has been numbered as 44, Ramakanta Bose Street, Kolkata 700 003;
42. The said Swastic Heights Private Limited has since amalgamated and/or merged with Swastic Projects Private Limited;
43. Thus, the Owners herein became the absolute owners of the said Premises;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(PREMISES)**

**ALL THAT** the piece and parcel of land admeasuring an area of about **36 (thirty - six) cottahs 04 (four) chittacks and 26 (twenty - six) sq. ft.** be the same a little more or less together with the partly three, partly two and partly one storied buildings and other structures standing thereon and all lying situate at and/or being municipal premises No. 44, Ramkanta Bose Street, Kolkata 700 003 PO Baghbazar, PS Shyampukur in ward No. 08 of the Kolkata Municipal Corporation and having assessee No. 110084400725 and is butted and bounded in the manner as follows: -

- ON THE NORTH: Partly by municipal premises No. 29B, Bose Para Lane, partly by municipal premises No. 38C, Bose Para Lane, partly by municipal premises No. 38/1A, Bose Para Lane and partly by municipal premises No. 38/1B, Bose Para Lane;
- ON THE EAST: Partly by municipal premises No. 41/1B, Ramkanta Bose Street, partly by municipal premises No. 41/1C, Ramkanta Bose Street, partly by municipal premises No. 41/1D, Ramkanta Bose Street, partly by municipal premises No. 41/1A, Ramkanta Bose Street, partly by municipal premises No. 43, Ramkanta Bose Street, partly by municipal premises No. 42F, Ramkanta Bose Street and partly by municipal premises No. 42E, Ramkanta Bose Street;
- ON THE WEST: Partly by municipal premises No. 45/1, Ramkanta Bose Street, partly by municipal premises No. 48B, Ramkanta Bose Street, partly by municipal premises No. 50/1B, Bose Para Lane, partly by municipal premises No. 38/1B, Bose Para Lane and partly by common passage;
- ON THE SOUTH: Partly by KMC Road named by Ramkanta Bose Street, partly by municipal premises No. 15/1, Ramkanta Bose Street, partly by municipal premises No. 42A, Ramkanta Bose Street, partly by municipal premises 42E, Ramkanta Bose Street;

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

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(FLAT)**

**ALL THAT** the Flat No. \_\_\_\_ on the \_\_\_\_ side of the \_\_\_\_ floor of the said New Building and containing by ad-measurement an area of about \_\_\_\_ square feet and carpet area and Exclusive Balcony Or “EBVT Area”, having area of \_\_\_\_ square feet aggregating to a Net area of \_\_\_\_ square feet carpet area together with undivided proportionate impartible indivisible variable share in the land upon which the building stands at the said Premises referred to in the Second Schedule above written and is attributable to the said Flat together with undivided proportionate share in the common parts and portions referred to in the Fourth Schedule hereunder written.



**(CAR PARKING SPACE)**

**ALL THAT** the one No. slot in the multilevel car parking system installed in the open to sky area of the said Premises / space measuring about 135 sq. ft. in the covered area of the building for parking of one medium sized road worthy passenger motorcar.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

1. The foundation columns beams, supports corridors, lobbies stairs stairways landing entrance exists and pathways.
2. Drain and sewerage from the said Premises to the municipal duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the Premises.
4. Toilet and bathroom in the ground floor of the Premises for the use of durwans/ drivers, maintenance staff of the said Premises.
5. Lift, lift well, lift machine and space thereof.
6. Boundary walls of the Premises including outside walls of the building and main gates.
7. Water pump and motor with installation and room thereof.
8. Overhead tank and underground water reservoir water pipes and other common plumbing installations and space required thereto.
9. Electrical wiring meters and fittings and fixtures for lighting the staircases lobby and other common areas (excluding those as are installed for any particular Unit) and spaces required thereof.
10. Ultimate roof of the said New Building;

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

Subject to what has been stated herein before in this present Indenture of Conveyance:

1. The Purchaser shall be entitled to all applicable rights, privileges vertical and lateral easements, quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Flat usually held used occupied

or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified except and reserving unto the Vendor/ Developer the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the Sixth Schedule hereto.

2. The right of access in common with the Vendor/Developer and/or other occupiers of the said Building at all times and for all normal purposes connected with the use and enjoyment of the staircase and electrical installations subject to any regulation that may be made in this respect (by the Developer).
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Flat with or without vehicles over and along the driveways and pathways comprised in the said building PROVIDED ALWAYS and it is hereby declared that nothing herein deriving title under his or her servants agents and invited to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of other person or persons including the Vendor entitled to such ways aforesaid along with such drive way and path ways as aforesaid.
4. The right of protection the said Flat by or from all part of the building so far as they now protect the same.
5. The right of passage in common as aforesaid of electricity water and soil from and to the said Flat through pipes drains wires and conduits lying or being in under through or over the said building and Premises so far as may be reasonable and necessary for the beneficial occupation of the said Flat all purposes whatsoever.
6. The right with or without and necessary materials for the Purchaser to enter from time to time upon the other common parts of the said building and Premises for the purpose of repairing so far as may be necessary the pipes drain wires and conduits aforesaid and for the purpose of rebuilding repairing repainting or cleaning any parts of the said Flat on so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such

cases upon giving 48 hours previous notice in writing of his intention so to enter to the Vendor and/or other persons properly entitled to the same.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

(The under mentioned rights easements quasi-easements privileges and appurtenances shall be excepted out of the SALE and has been reserved for the Vendor/Developer).

**SUBJECT TO WHAT HAS BEEN STATED HEREIN BEFORE IN THIS INDENTURE OF CONVEYANCE:**

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the said building including its installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from to any part (other than the said Flat) of the other part or parts of the said building pipes, drain, wires, conduits lying or being under through or over the said Flat so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the said building for all purposes whatsoever.
3. The right of protection for other portion or portions of the said building by all parts of the said that Flat so far as they now protect the same.
4. The right as might otherwise become vested in the Purchaser by means of structural alteration to the said Flat (otherwise in any manner tolerant or diminish the support at present enjoyed by other part or parts of the said building.
5. The right by the Vendor and/or occupier or occupiers of other part or parts of the said building for the purpose of ingress and egress to and from such other part or parts of the said building, the front entrances staircase, electrical installation open and covered space and other common passage or paths of the said building.
6. The right with or without workmen and necessary materials to enter from time to time and upon the said Flat for the purpose of repairing so far as may be necessary

for such pipes drains wires and conduit as aforesaid provided always the Vendor and other person or persons shall give to the Purchaser a prior forty-eight hour's written notice of its intent for such entry as aforesaid.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**

(Restrictions imposed in respect of the said Flat)

1. Not to use or allow the said Flat or any part thereof to be used, directly or indirectly, for any unlawful/immoral purpose and/or for/as any club, political meeting, conference, meeting place, hall, business centre, nursing home, hospital, clinic, boarding house, eating or catering place, restaurant, amusement or entertainment centre or other such purpose, or for/as any business/professional chamber or office or place of worship and/or for any religious activities and/or manufacturing/industrial activities and/or for any commercial purposes/activities, and further shall not convert/apply for conversion of the nature/user thereof including but not limited to, for any direct or indirect commercial, semi-commercial use etc. and shall use the said Flat only for residential purpose.
2. Not to keep or allow to be kept or store or operate or bring into or allow to be stored, operated or brought into the said Flat and/or the Car Parking Space and/or into/upon any of the areas comprising the Common Areas And Facilities and/or any part or portion of the said Premises and/or the Buildings any goods, articles, machines, equipment etc. which in the opinion of the Developer are combustible, obnoxious, hazardous, dangerous or offensive or which are heavy and/or can affect or endanger or damage the structure and/or stability of the Buildings or any portion thereof or any fittings or fixtures thereof, including but not restricted to, windows, doors, floors, outer walls of any Flat, beams, pillars, lifts, staircases etc., such opinion of the Developer being final and binding on the Purchaser. However, the Purchaser may keep LPG gas cylinder for domestic use as may be permissible under applicable laws.

3. The Purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the Developer or in a manner as near as may be in which the same was previously decorated.
4. Not to put up or affix any sign board, name plate or stick or affix bill(s), notice(s), advertisement(s), hoarding(s) etc. or other things or other similar articles in at/any part or portion of the Building and/or the Land including any of the areas/facilities comprising the Common Areas and/or at any part or portion of the exposed/outside walls, doors, external façade, windows etc. of the said Flat and/or the Car Parking Space and/or outside the said Flat, provided that the Purchaser may display a small and decent name-plate outside the main door of the said Flat at the specific space designated for the same by the Developer.
5. The Purchaser shall not put up any window air-conditioner at all, only split air-conditioners can be fixed and its outside units shall be placed at the designated places as earmarked by the Developer. No article should protrude outside the said Flat.
6. The Purchaser shall permit the Developer and its surveyor or agents with or without workman and others at all reasonable times to enter upon the said Flat or any part thereof to view and examine the state conditions thereof good within seven days from the giving of such notice all defects decays and want of repairs of which a notice in writing shall be given by the Developer to the Purchaser.
7. Not to allow or permit to be deposited any rubbish in the staircases or in any common parts of the Building.
8. Not to keep/place/leave or permit to be kept/placed/left outside the said Flat and/or in/at any part or portion of the said Premises and/or in/at the Building and/or in/at the lobbies, corridors, passages, staircases, landings, and/or in/at any of the areas/facilities comprising the Common Areas etc., any packages, boxes, crates, containers etc. of any description, parcel of goods or articles, sitting stools etc., even temporarily or for a short period of time.

9. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the constructions of the building or any part thereof.
10. Not to close or permit the closing of verandahs or lounges or balconies and lobbies and common parts and also not to alter or permit any alternation in the elevation and outside colour scheme of the exposed walls of the verandahs, lounge or any external walls or the fences of external doors and windows, including grills of the said Flat which in the opinion of the Developer differs from the colour scheme of the building or deviation or which in the opinion of the Developer may effect the elevation in respect of the exterior walls of the said building.
11. Not to make in the said unit any structural additional and/or alterations such as beams, columns, partitions, walls etc. or improvements of a permanent nature except with the prior approval in writing of the Developer and with the sanction of the Kolkata Municipal Corporation and/or concerned authority.
12. Not to use the allocated car parking space, if any, or permit the same to be used for any other purposes whatsoever other than parking of its own car/cars.
13. Not to park car on the pathway or open spaces of the building or at any other place except the space allotted to it, if any, and shall use the pathways as would be decided by the Developer.
14. Not to commit or permit to be committed any waste or to remove or alter the exterior to the said building in any manner whatsoever or the pipes conduits cables and other fixtures and fittings serving the said building and the said Flat.
15. Not to use or permit to be used the lift for the purpose of carting pets, any furniture, fixtures, equipment, articles etc.
16. Not to raise the floor level of the said Flat, and furthermore shall not do any act, deed or thing which may increase/cause to increase the total load of/on the floor of the said Flat.

17. Not to do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of the occupiers of the Flats/ Buildings and/or cause disharmony amongst them, and further shall not slaughter or permit to be slaughtered any living animals at/within any part of portion of the said Flat and/or the Building and/or the said Premises on any religious occasion or otherwise.
18. No clothes or other articles shall be hung or exposed outside the said Flat, the Purchaser shall only use dryers for all these purposes nor flower box, flower pot or like other object shall be placed outside the said Flat nor taken out of the window and/or any balcony of the said Flat
19. No bird or animal that may cause annoyance to occupiers of other Flats comprised in the said New Building shall be kept in the said Flat.
20. Not to carry on any work of fittings, fixtures or any permitted interior works and/or any permitted repairs and maintenance works and/or any other permitted works inside the said Flat excepting between 10:00 a.m to 06:00 p.m on working days, and while carrying on such work shall ensure that no annoyance or disturbance is caused to the other residents of the said New Building, and in the event of violation of any of the above, the Developer and/or the Association, as the case may be, shall be entitled to forthwith stop the same without any liability and at the cost and expense of the Purchaser.
21. Not to install any generator in any part or portion of the said Premises including the said New Building and shall only use the common power backup.
22. Not to do or cause to be done any act deed matter or which may be a nuisance or annoyance to the other Flat Owner and occupiers in the said building including not to permit and/or gathering and/or assembly of any persons under the Purchaser in the common areas nor to make any noises in the said building and the Premises including the said Flat that may cause inconvenience to the occupiers of the building.

23. Not to cover the fire and/or the heat sensors, sprinklers, etc. if installed, and further shall comply with and adhere to all the laws, rules and guidelines pertaining to fire safety, and the Purchaser shall remain solely liable and responsible for any violation thereof, and the Purchaser shall keep each of the users and occupiers of the several units/ areas/spaces at the Building and/or the said Premises fully safe, harmless and indemnified in respect thereof.
24. Not to pluck/damage/destroy or permit to be plucked/damages/destroyed any flowers, plants or trees in the landscaped areas, which shall always be maintained as open areas, and the Purchaser shall not be allowed to construct anything in/on these areas.
25. Not to carry out or permit or allow any games or sporting activities at any part or portion of the said Premises.
26. Not to play upon or cause to be played upon musical instrument or a phonograph or radio or television or loud speaker in the said Flat with such intensity, as may disturb or annoy the other occupants of the Building.
27. Not to permit any driver, domestic help, servants, staff, etc. and/or any other person employed by the Purchaser to sleep and/or squat and/or loiter around in/at any part or portion of the Building and/or the said Premises.
28. Not to cook or permit cooking in the common areas and parking spaces except without the permission of the Developer or the Association, as the case may be.

**THE EIGHT SCHEDULE ABOVE REFERRED TO**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repair order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Holding Organisation) be necessary and in a proper and workman like manner all the wood metal stone and other work of the property and the external surfaces of all exterior



doors of the Building and decorating and coloring all such parts of the property as usually are or ought to be.

3. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the property.
6. Cleaning as necessary the external walls and windows (nor forming part of any unit) in the property as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
7. Cleaning as necessary of the areas forming parts of the property.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained property and providing such additional lighting apparatus as the Developer may think fit.
9. Maintaining and operating the lift.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments license fees and outgoing whatsoever (whether central and/or state and/or local) assessed charged or imposed upon or payable in respect of the said New Building or any part whereof including in respect of any apparatus, fittings, utilities, gadgets and/or services that require statutory licensing excepting in so far as the same are the responsibility of the individuals Vendor/occupiers of any flat/unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.

13. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing any contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
14. Employing qualified accountant for the purpose of maintenance and auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made thereunder relating to the building excepting those that are the responsibility of the owner/ occupier of any flat/unit.
16. The Purchase maintenance renewal and insurance of firefighting appliances and the purchase maintenance renewal and insurance of the common equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this schedule.
17. Administering the management organisation staff and complying with all relevant statutes and regulations and orders thereunder all employing persons or firm to deal with these matters.
18. The provision maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management Company/Holding Organisation it is reasonable to provide.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed  
their respective hands and seals the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

by the **VENDOR** at Kolkata

in the presence of:

Left					
Right					

**SIGNED SEALED AND DELIVERED**

by the **PURCHASER** at Kolkata

in the presence of:

Left					
Right					

**SIGNED SEALED AND DELIVERED**

by the **DEVELOPER** at Kolkata

in the presence of:

**RECEIVED** of and from the within named

**PURCHASER** the within mentioned sum of

**RUPEES \_\_\_\_\_ ONLY RS.**

being the total sale price for acquiring the

said Flat in the manner as per memo below.

**MEMO OF CONSIDERATION**

<b>Dated</b>	<b>Cheque No.</b>	<b>Drawn On</b>	<b>Amount Rs.</b>
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**WITNESSES:**

**(DEVELOPER)**