

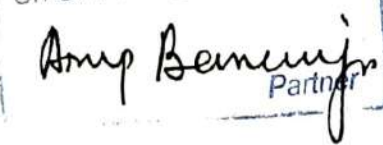
DEED OF CONVEYANCE

THIS INDENTURE made this _____ day of _____, Two Thousand Twenty Six (2026)

BETWEEN

For
Sri Sri Reality Infrastructure

Partner

For
Sri Sri Reality Infrastructure

Partner

1. Sri Pallab Kumar Ghosal Alias Pallab Kumar Ghoshal (PAN: ADUPG9746L) son of Late Panchkari Ghosal by faith: Hindu, by Occupation: Retired from Service, by Nationality: Indian, **2. Smt. Dipti Ghosal Alias Dipti Ghoshal (PAN: AUEPG5564H)** wife of Late Pradip Kumar Ghosal by faith: Hindu, by Occupation: Service, by Nationality: Indian **3. Sri Supratim Ghosal (PAN: BQZPG9687F)** son of Late Pradip Kumar Ghosal by faith: Hindu, by Occupation: Service, by Nationality: Indian all are residing at 37, Rajkrishna Ghosal Road, P.O. and P.S. Kasba, Kolkata – 700 042 **4. Smt. Purnima Haldar (PAN: AGDPH6340M)** wife of Sri Pranab Kumar Haldar by Faith: Hindu, by Occupation: House-wife, by Nationality: Indian residing at Village Uttar Kalikapur, P.O. Dakshin Barasat, P.S. Joynagar, District South 24 Parganas, Pin – 743372 and represented by their Constituted Attorney **SRI SRI REALITY INFRASTRUCTURE**, having **(PAN ACHFS4494H)** a Partnership Firm having its registered office at 19B, Selimpore Road, P.S. Lake, Kolkata – 700 031 and represented by its Partners **1. Sri Arup Banerjee (PAN: AIMPB3149F)** son of Late Shyamalendu Banerjee, by faith: Hindu, by Occupation Business, by Nationality Indian residing at 13, Selimpore Bye Lane, P.S. Lake, Kolkata – 700 031 **2. Sri Partha Roy (PAN: AFNPR0253C)** son of Late Arun Roy, by faith: Hindu, by Occupation Business, by Nationality Indian residing at 3, Selimpore Road, P.S. Lake, Kolkata – 700 031 by virtue of General/Development Power of Attorney dated 10.02.2026 and the same was registered with the District Sub-Registrar – IV at South 24 Parganas at Alipore, West Bengal and entered in Book No. I, Volume No.1604-2026, Pages 80530 to 80546, Being No.160401874 for the year 2026, hereinafter collectively referred to as the **OWNERS/VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, nominees and/or assigns and assigns) of the **FIRST PART**.

AND

SRI SRI REALITY INFRASTRUCTURE, having **(PAN: ACHFS4494H)** a Partnership Firm having its registered office at 19B, Selimpore Road, P.S. Lake, Kolkata – 700 031 and represented by its Partners **1. SRI ARUP BANERJEE (PAN AIMPB3149F)** son of Late Shyamalendu Banerjee, by faith: Hindu, by Occupation Business, by Nationality Indian residing at 13, Selimpore Bye Lane, P.S. Lake, Kolkata – 700 031 **2. SRI PARTHA ROY (PAN AFNPR0253C)** son of Late Arun Roy, by faith: Hindu, by Occupation Business, by Nationality Indian residing at 3, Selimpore Road, P.S. Lake, Kolkata – 700 031, hereinafter referred to as the **DEVELOPER/PROMOTER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its present partners or such other person or persons who may be taken in or admitted for the benefit of the said partnership business their respective heirs executors administrators legal representatives and assigns) of the **SECOND PART**.

AND

_____ **ALLOTTEE(S)/PURCHASER(S)** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**:

W H E R E A S :-

A) By virtue of inheritance and/or under and by virtue of several Indentures of Conveyance executed and registered more fully and particularly described in the **Part I** of the **First Schedule** hereunder written, the Owners herein became absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of Bastu Land measuring an area of **10 (Ten) Cottahs 5 (Five) Chittacks and 13 (Thirteen) sq. ft.** be the same a little more or less together with Ground Plus Four Storied Building namely “**SRI SRI MATRILAYA**” standing thereon measuring an area of _____ sq. ft. standing thereon comprising in Mouza- Kasba, J.L. No. 13, Touzi No. 145, Revenue Survey No. 233, and also situated at and being the Municipal Premises No. **37, Rajkrishna Ghosal Road**, under **P.S. Tollygunge now Kasba, Kolkata – 700 042**, under Sub-Registry Office at Additional District Sub-Registrar at Sealdah, within the local limits of the Kolkata Municipal Corporation, under Ward No. **091**, under Assessee No. 21-091-15-0060-7, **District South 24 Parganas**, more fully and particularly described in the **Part II** of the **First Schedule** hereunder written (hereinafter referred to as the said Land) free from all encumbrances, charges, liens, lispendense, acquisitions, requisitions, trusts of whatsoever nature.

B) By Development Agreement and Developer Power executed and registered more fully and particularly described in the **Part I** of the **Second Schedule** hereunder written, Sri Pallab Kumar Ghosal Alias Pallab Kumar Ghoshal, Smt. Dipti Ghosal Alias Dipti Ghoshal, Sri Supratim Ghosal and Smt. Purnima Haldar hereto, the Owners on the terms and conditions mentioned therein appointed the Developer to develop construct erect the residential complex on the said Land and to residentially exploit the same.

C) The said Sri Pallab Kumar Ghosal Alias Pallab Kumar Ghoshal, Smt. Dipti Ghosal Alias Dipti Ghoshal, Sri Supratim Ghosal and Smt. Purnima Haldar the Owners herein have also granted power to the Promoter (hereinafter referred to as “the **said Powers of Attorney**”) to act in their place and stead and to represent them in all matters and purposes concerning the said Building, the details of which are more fully and particularly described in the **Part II** of the **Second Schedule**.

D) Pursuant to the terms and conditions of the aforesaid Development Agreement the Developer has got a plan, being Building Plan vide Sanction No. **2025100177** dated **09.12.2025**, duly sanctioned by the Kolkata Municipal Corporation for construction of a multi storied Residential Building thereon comprising of one number of Ground + 4 Storied Building thereon consisting of self-contained independent Flats, other constructed spaces, if any and the car parking spaces within the Building Common Facilities and Amenities constructed by the Developer in terms of said sanctioned plan on the said Land or on the part thereof to be known as “**SRI SRI MATRILAYA**” (hereinafter referred to as the said Building). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

E) The Owners and the Promoter are fully competent to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Promoter regarding the said Land, have been completed.

F) By an Agreement for Sale dated the _____ day of _____, 2026 made between the Vendors herein and the Promoter/Developer herein therein referred to as the Developer of the Second Part and the Allottee(s)/Purchaser(s) herein therein referred to as the Allottee(s)/Purchaser(s) of the Fourth Part (hereinafter referred to as said **Sale Agreement**), the Vendors have herein agreed to sell and the Promoter/Developer has agreed to construct and confirm the said sale and the Allottee(s)/Purchaser(s) has/have agreed to purchase out of the Developer/Promoter's allocation **All That the Flat No.** _____ containing a carpet area of _____ Sq. Ft., Plus a Balcony Area of _____ sq. ft. (total Built up area being _____ **Sq. Ft.** and total Super Built Up area being **Sq. Ft.**), be the same a little more or less on the _____ **Floor** of the Project known as “**SRI SRI MATRILAYA**” together with the 1(One) medium sized motor car being Car Parking Space No. _____ with 135 Sq. Ft. in the Covered space of the Ground Floor of the Building more fully and particularly described in the **Part I** of the **Third Schedule** hereunder written and Together With the undivided proportionate impartible part or share in the land comprised in the said Land more fully and particularly described in the **Part II** of the **First Schedule** hereunder written, attributable to the said Apartment, Together With the undivided, proportionate indivisible part or share in the common areas and the access of the amenities and facilities in common with co-transferees and the other lawful occupants of the said building as also in the said Project more fully and particularly described in the **Fourth Schedule** hereunder written (hereinafter collectively referred to as the **said Apartment**) at and for the consideration therein mentioned and on the terms and conditions appearing in the said Sale Agreement forming part of this Indenture and on the other terms and conditions therein contained free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature.

G) In pursuance of and in terms of the Said Plan and its subsequent revision and modification thereto the Promoter/Developer has completed the construction of building within the Said Project namely **“SRI SRI MATRILAYA”** on the Said Land.

H) The Allottee(s)/Purchaser(s) herein has/have approached the Vendors and the Promoter/ Developer herein to execute the Deed of Conveyance of the said Apartment in his/her/their/its favour and the Vendors and the Developer/Promoter herein has so agreed to.

I) At the request of the Allottee(s)/Purchaser(s) and pursuant to the said Sale Agreement, the Vendors has with the confirmation of the Confirming Party agreed to transfer the undivided proportionate impartible part or share of the Said Land more fully and particularly described in the **Part II** of the **First Schedule** hereunder written, attributable to the said Apartment to the Allottee(s)/Purchaser(s), the Allottee(s)/Purchaser(s) shall pursuant to the provisions of the applicable Act as amended or substituted transfer the common areas in favour the Association to be formed for the said Project at a later stage under section 10 of the West Bengal Apartment Ownership Act, 1972.

J) At or before execution of this Indenture, the Allottee(s)/Purchaser(s) has/have inspected, investigated and satisfied himself/herself/themselves/itself as follows :-

- i) The title of the Vendors to the Said Land.
 - ii) The Said plans and their modifications thereto.
 - iii) The workmanship, specifications, materials used in the said Apartment.
 - iv) The structural stability of the concerned Building.
 - v) The right of the Vendors and the Developer/Promoter to sell and transfer the said Apartment.
 - vi) The carpet area, the built-up area and the super built-up area of the said Apartment along with all the proportionate common area, facilities and amenities.
 - vii) The location of car parking space, if any;
- K) The terms and conditions and obligations contained in the said Sale Agreement would apply to this Indenture as far as possible or applicable or practicable.

L) Unless in this Indenture there is something contrary or repugnant to the subject or context, the following words shall have the following meanings: -

ASSOCIATION - shall mean an Association of Allottee(s)/Purchaser(s) in the said Project duly formed by the Promoter/Developer under the provisions of West Bengal Apartment Ownership Act, 1972 or any other similar Act applicable thereto;

BUILDINGS - shall mean the new residential buildings constructed at the Said Land within the Complex namely “**SRI SRI MATRILAYA**”, containing several independent and self-contained apartments and parking spaces at the ground floor, podium and/or basement level of the said building/s and other constructed areas;

BUILT-UP AREA - shall mean carpet area plus 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments and the proportionate common areas like lift, lobbies, stairs, corridors and so on plus the open terrace, balcony area or verandah, if any;

CARPET AREA - shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shaft, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment;

For the purpose of this clause, the expression ‘exclusive balcony or verandah area’ means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Allottee(s)/Purchaser(s) and ‘exclusive open terrace area’ means the area of open terrace which is appurtenant to the net usable floor area of an apartment meant for the exclusive use of the Allottee(s)/Purchaser(s);

COMMON AREAS - shall mean and include the areas, as mentioned in **Part-I** of the **Fourth Schedule** hereunder written;

COMMON FACILITIES AND AMENITIES - shall mean and include the areas, facilities and amenities as mentioned in the **Fourth Schedule** hereunder;

COMMON FACILITIES AVAILABLE IN THE PROJECT - shall mean and include the areas, facilities and amenities as mentioned in the **Fourth Schedule** hereunder;

COMMON MAINTENANCE EXPENSES - shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas and Common Facilities and Amenities and for rendition of common services in common to the Allottee(s)/Purchaser(s) as mentioned in the **Fifth Schedule** hereunder written and all other expenses for the Common Purpose to be contributed, borne, paid and shared by the Allottee(s)/Purchaser(s);

COMMON PURPOSES - shall mean and include the purpose of managing, maintaining and up keeping the said Project as a whole in particular the Common Areas, Common Facilities and Amenities, rendition of common services in common to the Allottee(s)/Purchaser(s), collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the Allottee(s)/Purchaser(s) and relating to their mutual access and obligations for the beneficial use and enjoyment of their respective apartments exclusively and the Common Areas, Common Facilities and Amenities of the said building and also the Project in common;

CO-TRANSFEREES - shall mean all the Allottee(s)/Purchaser(s) who for the time being have either completed the purchase of any apartment in the said building or have agreed to purchase any apartment in the said building and have taken possession of such apartment;

DATE OF COMMENCEMENT OF LIABILITY - shall mean the date on which the Allottee(s)/Purchaser(s) of the Apartment take/takes actual physical possession of his/her/its/their allocation after fulfilling all his/her/its/their liabilities and obligations in terms hereof or the date next after expiry of the Completion Notice for such Apartment irrespective of whether Allottee(s)/Purchaser(s) of the Apartment take actual physical possession or not, whichever is earlier.

MAINTENANCE-IN-CHARGE - shall mean upon the formation of the Association and it taking charge of the acts relating to the Common Purposes from the Vendors mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes, shall mean the Vendors;

CAR PARKING SPACE - shall mean all the spaces in the portions at the ground floor level/basement level/podium level of the building whether open or covered or mechanical or dependent or independent of the said Project expressed or intended to be reserved for the parking of up to private medium sized motor cars/two wheelers;

PLAN - shall mean the sanctioned plan of Kolkata Municipal Corporation having Building Plan No. **2025100177** dated **09.12.2025**., duly sanctioned by the

Kolkata Municipal Corporation for construction of residential Building comprising of one Ground + Four storied Building thereon consisting of self-contained independent Flat and the car parking spaces whether open or covered within the said Building and the Common Areas and Common Facilities and Amenities thereto upon the said Land or on the part thereof to be known as **“SRI SRI MATRILAYA”**;

PROJECT/COMPLEX - shall mean the residential building complex known as **“SRI SRI MATRILAYA”** comprising of one Ground + Four storied Building thereon consisting of self-contained independent Flat and the car parking spaces whether open or covered within the said Building and the Common Areas, Common Facilities and Amenities constructed by the Promoter/Developer in terms of the Said Plan on the Said Land or on the part thereof;

PROPORTIONATE OR PROPORTIONATELY - according to the context shall mean the proportion in which the built-up area of the said Apartment may bear to the built-up area of all the apartments in the Complex **PROVIDED THAT** where it refers to the share of any Allottee(s)/Purchaser(s) or any other co-transferees in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis super built-up area of all the Apartments, on which such rates and/or taxes are being respectively levied;

SAID APARTMENT - shall mean **All That** the **Flat No.** _____ containing a carpet area of _____ Sq. Ft., Plus a Balcony Area of _____ sq. ft. (total Built up area being _____ **Sq. Ft.** and total Super Built Up area being **Sq. Ft.**), be the same a little more or less on the _____ **Floor** of the Project known as **“SRI SRI MATRILAYA”** together with the 1(One) medium sized motor car being Car Parking Space No. _____ with 135 Sq. Ft. in the Covered space of the Ground Floor of the Building more fully and particularly described in the **Part I** of the **Third Schedule** hereunder written and Together With the undivided proportionate impartible part or share in the land comprised in the said Land more fully and particularly described in the **Part II** of the **First Schedule** hereunder written, attributable to the said Apartment, Together With the undivided, proportionate indivisible part or share in the common areas and the access of the amenities and facilities in common with other co-transferees and the other lawful occupants of the said building as also in the said Project more fully and particularly described in the **Fourth Schedule** hereunder written;

SAID LAND - shall mean **ALL THAT** piece or parcel of Bastu Land measuring an area of **10 (Ten) Cottahs 5 (Five) Chittacks and 13 (Thirteen) sq. ft.** be the same a little more or less together with Ground Plus Four Storied Building namely **“SRI SRI MATRILAYA”** standing thereon measuring an area of _____ sq. ft. standing thereon comprising in Mouza- Kasba, J.L. No. 13, Touzi No. 145,

Revenue Survey No. 233, and also situated at and being the Municipal Premises No. **37, Rajkrishna Ghosal Road**, under **P.S. Tollygunge now Kasba, Kolkata – 700 042**, under Sub-Registry Office at Additional District Sub-Registrar at Sealdah, within the local limits of the Kolkata Municipal Corporation, under Ward No. **091**, under Assessee No. 21-091-15-0060-7, **District South 24 Parganas**, more fully and particularly described in the **Part II** of the **First Schedule** hereunder written;

SAID SHARE - shall mean proportionate undivided indivisible impartible share in the said Land comprised in the said Complex attributable to the said Apartment agreed to be purchased hereunder by the Allottee(s)/Purchaser(s);

SUPER BUILT-UP AREA - according to the context shall mean the built-up area of each Apartment plus proportionate share of the said common areas.

NOW THIS INDENTURE WITNESSETH THAT :-

In pursuance of the said Sale Agreement and in consideration of the sum of **Rs. /- (Rupees _____)** only paid by the Allottee(s)/Purchaser(s) to the Promoter/Developer at or before the execution of these presents (the receipt whereof the Promoter/Developer doth hereby as also by the receipt hereunder written admit and acknowledge and from the payment of the same and every part thereof doth hereby acquit, release and discharge the Allottee(s)/Purchaser(s) and the said Apartment hereby intended to be sold and transferred), the Vendors do and each of them doth hereby grant transfer convey assure and assign unto and in favour of the Allottee(s)/Purchaser(s) **All That** the **Flat No. _____** containing a carpet area of _____ Sq. Ft., Plus a Balcony Area of _____ sq. ft. (total Built up area being _____ **Sq. Ft.** and total Super Built Up area being **Sq. Ft.**), be the same a little more or less on the _____ **Floor** of the Project known as **“SRI SRI MATRILAYA”** together with the 1(One) medium sized motor car being Car Parking Space No. _____ with 135 Sq. Ft. in the Covered space of the Ground Floor of the Building more fully and particularly described in the **Part I** of the **Third Schedule** hereunder written and Together With the undivided proportionate impartible part or share in the land comprised in the said Land more fully and particularly described in the **Part II** of the **First Schedule** hereunder written, attributable to the said Apartment, Together With the undivided, proportionate indivisible part or share in the common areas and the access of the amenities and facilities in common with other co-transferees and the other lawful occupants of the said building of the said building as also in the said Project more fully and particularly described in the **Fourth Schedule** hereunder written, (hereinafter collectively referred to as the **Said Apartment And The Access And Properties Appurtenant Thereto**) absolutely and forever free from all encumbrances charges liens attachments trusts whatsoever or

howsoever **AND TOGETHER WITH** the access of the common areas amenities and facilities in common with other co-transferees and the other lawful occupants of the said building **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Apartment And the access And Properties Appurtenant thereto **TOGETHER WITH** all access, liberties, privileges, easements and appurtenances whatsoever of the Vendors into or upon the said Apartment and the said undivided, impartible share hereby conveyed **TO HAVE AND TO HOLD** the said Apartment and the access and Properties Appurtenant thereto hereby sold, transferred and conveyed and every part or parts thereof unto and to the use of the Allottee(s)/Purchaser(s) absolutely and forever and free from all encumbrances subject to payment of such common maintenance expenses as mentioned in the **Fifth Schedule** mentioned in the said Sale Agreement.

AND THE VENDORS AND THE PROMOTER/ DEVELOPER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE(S)/PURCHASER(S) AS FOLLOWS :-

- (a) That notwithstanding any act, deed, matter or thing whatsoever by the Vendors and the Promoter/Developer have done or executed or knowingly suffered to the contrary, the Vendors have now is lawfully, rightfully seized and possessed of or otherwise well and sufficiently entitled to the said Apartment and The access and Properties Appurtenant thereto hereby granted, transferred, assigned and intended so to be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or conditions use, trust, encumbrances or otherwise whatsoever to alter, defeat, encumber or make void the same.
- (b) AND that notwithstanding any act deed or thing whatsoever as aforesaid, the Vendors now have good access, full power and absolute authority to grant, transfer and assign All that the said Apartment and the access and Properties Appurtenant thereto hereby conveyed, transferred or expressed so to be unto and to the use of the Allottee(s)/Purchaser(s) in the manner aforesaid.
- (c) AND that the said Apartment and the access and Properties Appurtenant thereto hereby granted and conveyed or expressed so to be is now free from all claims, demands, encumbrances, liens, attachments, leases, lispensens, debutter or trusts made or suffered by the Vendors or any person or persons having or lawfully or equitably claiming any estate or interest in the said Apartment and the access and Properties Appurtenant thereto.
- (d) AND that the Allottee(s)/Purchaser(s) shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Apartment and the access

and Properties Appurtenant thereto and receive the rents, issues and profits thereof of the Said Apartment without any lawful eviction, interruption, claim or demand whatsoever from or by the Vendors or the Promoter/ Developer or any persons having or lawfully or equitably claiming as aforesaid. The Allottee(s)/Purchaser(s) shall have also right to sale, mortgage, gift, lease out and/or any other transfer to any Third Party.

(e) AND that the Allottee(s)/Purchaser(s) shall be kept free, clear and absolutely discharged, saved, harmless and kept indemnified against all estates charges encumbrances liens attachments lispendens debutter or trust claims and demands whatsoever created occasioned or made by the Vendors or any person or persons lawfully or equitably claiming as aforesaid.

(f) AND further that the Vendors and all persons having or lawfully or equitably claiming any estate or interest in the said Apartment and The Rights and Properties Appurtenant thereto or any part thereof under or in trust for the Vendors shall and will from time to time and at all times hereafter at the request and at the costs of Allottee(s)/Purchaser(s) make, do, execute or cause to be done and executed all such acts, deeds or things whatsoever for further better or more perfectly assuring the said Apartment and The Rights and Properties Appurtenant thereto and every part thereof unto and to the use of the Allottee(s)/Purchaser(s) in the manner aforesaid as shall or may be reasonably required.

(g) AND also, the Vendors and the Promoter/Developer have not at any time done or executed or knowingly suffered or been party to any act, deed or thing whereby the Said Apartment and The Rights and Properties Appurtenant thereto hereby granted transferred and conveyed or expressed so to be or any part thereof is can or may be impeached or encumbered or affected in title or otherwise.

(h) The Vendors and the Promoter/Developer shall, unless prevented by fire or some other irresistible force, from time to time and at all times hereafter, upon every reasonable request and at the cost of the Allottee(s)/Purchaser(s) produce or cause to be produced to the Allottee(s)/Purchaser(s) or their Attorney or agents or before any Court, Tribunal, Board Authority or firm for inspection or otherwise as occasion shall require the title deeds in connection with the Said Land and also shall at the request and costs of the Allottee(s)/Purchaser(s) deliver to the Allottee(s)/Purchaser(s) such attested or other copies of or extracts there from as the Allottee(s)/Purchaser(s) may require and will in the meantime unless prevented as aforesaid keep the said deeds and documents safe, unobliterated and uncanceled.

II. THE ALLOTTEE(S)/PURCHASER(S) SHALL TO THE END AND INTENT THAT THE OBLIGATIONS AND COVENANTS HEREINAFTER CONTAINED SHALL AT ALL TIMES HEREAFTER RUN WITH THE OWNERSHIP AND POSSESSION OF THE SAID UNDIVIDED SHARE HEREBY CONVEYED AND THE SAID APARTMENT AND THE ACCESS AND PROPERTIES APPURTENANT THERETO CONSTRUCTED BY THE PROMOTER/DEVELOPER AS FOLLOWS: -

- (a) The Allottee(s)/Purchaser(s) have read and understood the terms of the said Sale Agreement which is treated as part of this Indenture and has accepted the terms and conditions thereof. The Allottee(s)/Purchaser(s) do and each of them doth hereby covenant with the Vendors and the Promoter/Developer to be always bound by the same and shall not violate the same in any manner whatsoever.
- (b) To co-operate with the Maintenance-In-Charge and other Allottee(s)/Purchaser(s) in the management and maintenance of the said building and the said Project and other Common Purposes and formation of the Association.
- (c) To observe and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said building and the said Project and in particular the Common Areas, Amenities and Facilities of the said Project and other common purposes.
- (d) To use the said Apartment only for residential purpose in a decent and respectable manner and for no other purpose and not to use the said Apartment or permit the same to be used for any purposes whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to Co-Allottee/Co-Purchaser/occupiers of the other portions of the said building and/or to the other Owners and/or occupiers of the said Project or for any illegal or immoral purpose or as a Boarding House, Guest House, Club House, amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.
- (e) Not to subdivide the said Apartment and/or the parking space, if any, allotted or any portion thereof.
- (f) To pay and bear the common expenses and other outgoings and expenses from the date of possession and/or from the date of commencement of liability as determined by the Developer/Promoter whichever is earlier and also the rates and taxes for the said Apartment and proportionately for the said respective building and/or common parts/areas and wholly for the said Apartment and/or to make deposits on account thereof in the manner mentioned in the said Sale Agreement to the Developer/Promoter and upon the formation of the Association to such

Association. Such amount shall be deemed to be due and payable on and from the date of possession of the said Apartment and/or the commencement of liability, whichever is earlier. The said amounts shall be paid by the Allottee(s)/Purchaser(s) without raising any objection thereto regularly and punctually within 72 hours to the Developer/Promoter and upon formation of the Association to such Association.

- (g) To pay charges for electricity in relation to the said Apartment wholly and proportionately relating to the common parts.
- (h) To maintain or remain responsible for the structural stability of the said Apartment and not to do anything which would have the effect of affecting the structural stability of the said building and also not to store or bring and allow to be stored and brought in the said Apartment any goods which are so heavy as to affect or endanger the structure of the said building or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
- (i) Not to use or permit to be used the allocated car parking space, if any, for any other purpose whatsoever other than parking of his/her/their/its own car.
- (j) Not to park car on the pathway or open spaces of the said building at any other place except the space allotted to them and shall use the pathways as would be decided by the Vendors.
- (k) Not to let out transfer or part with the possession of the Car Parking Space, of car/two-wheeler is granted hereunder, independent of the said Apartment with the only exception being that the Allottee(s)/Purchaser(s) shall be entitled to let out transfer or part with possession of the parking space independent of the Apartment to any other co-transferees of the said Project and none else.
- (l) Not to allow watchman, driver, domestic servants or any other person employed by the Allottee(s)/Purchaser(s) or their agents to sleep or squat in the common passage/ lobby/ terrace/ corridors/ lift room/ garden etc.
- (m) Not to use any part of the or other Common Areas of the said building and also the said Project for bathing, washing car or other undesirable purposes or such purposes which may cause any nuisance or annoyance to the other co-transferees.
- (n) To use the Common Areas only to the extent required for ingress to and egress from the said Apartment of men and materials and passage of utilities and facilities.

- (o) To keep the common areas, open spaces, parking areas, paths, passages, staircases, lobby, landings etc., free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things or allow anyone to sleep or rest therein or thereat or in any other Common Areas of the said building and also the said Project.
- (p) Not to claim any access whatsoever or howsoever over any other Apartment or portion of the said building.
- (q) Not to claim any access of whatsoever nature over and in respect of any terrace appurtenant to any Apartment and not specifically allowed to be used by the Allottee(s)/Purchaser(s) and the same shall remain the exclusive property of the Vendors or of the other co-transferees of the apartment to whom specific access is or to be so granted.
- (r) Not to put any nameplate or letter box or neon-sign or board or signage in the Common Areas or on the outside wall of the said Apartment save and except a letter-box in the ground floor at the designated place as be expressly approved or provided by the and the Developer/Promoter and a decent nameplate or signage outside or above the main gate of his/her/their/its Apartments. It is hereby expressly made clear that in no event the Allottee(s)/Purchaser(s) shall open out any additional window or any other apparatus protruding outside the exterior of the said Apartment.
- (s) Not to alter the outer elevation of the said building or any part thereof nor decorate the exterior of the said building otherwise than in the manner agreed by the Maintenance-In-Charge in writing or in the manner as same as may be in which it was previously decorated.
- (t) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste or spit in the staircase, lobby, lifts, landings, pathways, passages or in any other common Areas or in any other portion of the said building nor into lavatories, cisterns, water or soil pipes serving the said building and also in the said Project nor allow or permit any other Co-transferee to do so.
- (u) To keep the said Apartment and party walls, sewers, drains, pipes, cables, wires, entrance and main entrance serving any other Apartment in the said building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other apartment/parts of the said building and not to do or cause to be done anything in or around the said Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the said Apartment. In particular and without prejudice to the generality to the foregoing, the Allottee(s)/Purchaser(s) do and each of them doth hereby covenant that the

Allottee(s)/Purchaser(s) shall not make any form of alteration in the beams and columns passing through the said Apartment or the Common Areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- (v) Not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral act, deed or activity in or through the said Apartment.
- (w) Maintain at his/her/its/their own costs, the said Apartment in the same good condition state and order – clean, hygienic and tidy and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act, 1950 and the rules made thereunder) of the Government, the concerned Kolkata Municipal Corporation, CESC Ltd., and/or any statutory authority and/or local body with regard to the user and maintenance of the said Apartment as well as the user operation and maintenance of the lifts, generator, water, electricity, drainage, sewerage and other installations and amenities at the said building and the said Project and to make such additions and alterations in or about or relating to the said Apartment and/or the said building as be required to be carried out by them or any of them, independently or in common with the other co-transferees as the case may be without holding the Vendors in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Vendors and the Developer saved, harmless and indemnified from and against all loss damage costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on the part of the Allottee(s)/Purchaser(s).
- (x) To apply for and obtain at his/her/their/its own costs separate assessment and mutation of the said Apartment in the records of the Kolkata Municipal Corporation and the Vendors shall give their consent for the same, if required.
- (y) To keep all the pipes, drains, basins, sinks and water closets, if any, in the said Apartment clean and unblocked and bear and pay all expenses relating thereto including the salaries of the cleaners, if employed by them.
- (z) To collect and/or to remove all refuse or rubbish whatsoever from the said Apartment daily and to deposit the same in approved refuse bins receptacles or containers as may be directed from time to time at such specified places in the said building and also in the said Project by the Maintenance-In-Charge.

- (aa) Not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the said Apartment or any part of the said building or the said Project any placard poster notices advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever or protruding any attachment or fitting in any way outside the said Apartment save and except such as shall have been previously approved in writing by the Maintenance-In-Charge.
- (bb) Not to change or in any way, vary the frontage or the entrance door of the said Apartment approved by the Developer/Promoter or Maintenance-In-Charge for access to the said Apartment or in any way to cut or alter the entrance door without first having obtained the written consent of the Developer or Maintenance-In-Charge, which shall not to be unreasonably withheld.
- (cc) To insure and keep insured the said Apartment against any claims loss liabilities or other risks arising from public or any third parties under a Public Liability Policy with an insurance company and to pay all premiums necessary for that purpose and to deliver to the Maintenance-In-Charge on demand the policy of such insurance and the receipts for the premiums so paid, from the Date of Commencement of Liability, which insurance shall include a Cross-Indemnity Clause and if the Allottee(s)/Purchaser(s) at any time fails to keep the said Apartment insured as aforesaid, Maintenance-In-Charge may do all things necessary to effect and maintain such insurance and any money expended for that purpose shall be repaid by Allottee(s)/Purchaser(s) to Maintenance-In-Charge. Maintenance-In-Charge and/or the respective holders of areas in rest of the said building shall insure their respective area as such policy shall include similar cross indemnity clause covering the Allottee(s)/Purchaser(s) for similar risks from the third-party liabilities arising from the other parts of the said building.
- (dd) To be solely responsible for all their equipment and other property at the said Apartment.
- (ee) Not to place or take into the lifts without the prior approval of Maintenance-In-Charge any baggage, furniture, heavy articles or other goods.
- (ff) Not to store any combustible or inflammable articles inside the said Apartment or in part or portion of the said building and also in the said Project except the cooking gas for cooking purpose.
- (gg) Not to discharge into any conducting media that serve the said building any substance that may obstruct or cause damage or danger any noxious, poisonous or radioactive matter or anything likely to pollute or contaminate.

- (hh) To fix or install air conditioners only at the designated place within the said Apartment and not elsewhere.
- (ii) No bird or animal shall be kept or harbored in the common area of the said building and also in the said project.
- (jj) Not to violate any provision of the Prevention of Cruelty to Animals Act, 1960 within the said building and also in the said Project.
- (kk) No radio or television aerial/antenna or any other aerial/antenna shall be attached to or hang from the exterior of the said building. Further no antenna or aerial is also allowed to be installed on the roof.
- (ll) No Allottee(s)/Purchaser(s) shall make or permit any disturbing noises in the said building or do or permit anything to be done therein which will interfere with the access, comfort or convenience of other co-transferees. No Allottee(s)/Purchaser(s) shall play upon or suffer to be played upon instrument or permit to be operated a phonograph or radio or television or loud speaker or music system in the said Apartment which shall cause disturbance or annoyance to the other co-transferees/occupants/residents of the building and also of the said Project.
- (mm) Not to hang or put any clothes in or upon the windows balconies and other portions which may be exposed in a manner or be visible to the outsiders.
- (nn) Not to use any part of the common areas for social and public gathering and not to allow children play in the public halls, stairways or elevators.
- (oo) Not to load or permit or suffer to be loaded at any time on any part of the floors or structures of the said Apartment any weight higher than its load bearing capacity or as the Maintenance-In-Charge may from time to time prescribe or any weight which will cause undue strain and not to install any equipment or machinery which shall be noisy or cause dangerous vibration or be a nuisance to the other co-transferees/occupants/residents of the said building and also of the said Project.
- (pp) To comply with, obtain and keep valid and subsisting all requisite permissions, licenses, registrations and approvals, including but not limited to, those under the Municipal Laws, Local Laws, Labour Laws, Environmental Laws, as are applicable for the use of the said Apartment for selling of or dealing with the products or rendition of the services from the said Apartment. As and when called upon to do so, the Allottee(s)/Purchaser(s) shall produce before the Maintenance-In-Charge, all such permissions and licenses and if the Maintenance-In-Charge is not satisfied and require of the Allottee(s)/Purchaser(s) to obtain such other or

further permissions or licenses from such authorities, the Allottee(s)/Purchaser(s) shall forthwith cause to obtain such permissions or licenses.

- (qq) To permit the Promoter/Developer or Maintenance-In-Charge and their surveyors or agents with all necessary workmen and appliances at all reasonable times and with minimum 24 hours' prior notice in writing to the Allottee(s)/Purchaser(s) to enter upon the said Apartment and every part thereof to view the state and condition thereof and to execute repairs, alterations on any adjoining space for all defects, decays and want of repairs there found.
- (rr) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developer/Promoter nor shall anything be projected out of any window of the building without similar approval.
- (ss) Water-Closets and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Apartment Owners(s) in whose Apartment it shall have been caused.
- (tt) The access to the ultimate roof in common with others shall be permissible BUT not to use the common areas and installations including the roof of the said building or holding any cultural/social/functional program or for resting of any staff etc. or for other undesirable and/or objectionable uses and purposes which may cause nuisance and annoyance or obscenity.
- (uu) To abide by all such building rules and regulations as may be made applicable by the Promoter/Developer before the formation of the Association and after the formation of the Association to comply with and/or adhere to all the building rules and regulations of such association.

III. AND IT IS FURTHER HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

- (a) In the event of the Allottee(s)/Purchaser(s) failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, Panchayat rates and taxes, Common expenses or any other amount payable by the Allottee(s)/Purchaser(s) under these presents within a period of seven days from the date of such sum becoming due or payable and/or in observing and performing the covenants terms and conditions of the Allottee(s)/Purchaser(s) hereunder, then without prejudice to the other remedies available against the Allottee(s)/Purchaser(s) hereunder, the Allottee(s)/Purchaser(s) shall be liable to

pay to the Association interest at the rate of 12% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance-In-Charge shall be entitled to:

- i. disconnect the supply of electricity to the said Apartment;
 - ii. withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee(s)/Purchaser(s) and their family members, servants, visitors, guests, tenants, licenses and/or the said Apartment;
 - iii. to demand and directly realise rent and/or other amounts becoming payable to the Allottee(s)/Purchaser(s) by any tenant or licensee or other occupant in respect of the said Apartment.
- (b) The Allottee(s)/Purchaser(s) and all persons under them shall observe all the Rules and Regulations that be framed by the Association from time to time.
- (c) The right of the Allottee(s)/Purchaser(s) shall remain restricted to the respective Apartment and the properties appurtenant thereto and the Allottee(s)/Purchaser(s) shall have no access nor shall claim any access over and in respect of any other Apartment and/or any other portions/areas of the said Project.
- (d) The Allottee(s)/Purchaser(s) shall apply for at their cost separate assessment of the said Apartment for Panchayat taxes and mutation of the name of the Allottee(s)/Purchaser(s) in respect of the said Apartment in the records of the Kolkata Municipal Corporation.
- (e) From the date next to the date of making over possession of the said Apartment to the Allottee(s)/Purchaser(s), the Allottee(s)/Purchaser(s) shall bear, pay and discharge exclusively the following expenses and outgoings:-
- i. Corporation rates and taxes and water tax, if any, assessed on or in respect of the said Apartment directly to the Kolkata Municipal Corporation Provided That so long as the said Apartment is not assessed separately for the purpose of such rates and taxes, the Allottee(s)/Purchaser(s) shall pay to the Developer/Promoter or Maintenance-In-Charge proportionate share of all such rates and taxes assessed on the said respective building .
 - ii. All other taxes including Goods and Service Tax if payable by the Maintenance-In-Charge, impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of the said Apartment or the said respective building as a whole and whether demanded from or payable by the Allottee(s)/Purchaser(s) or the Developer/Promoter or Maintenance-In-

Charge, the same shall be paid by the Allottee(s)/Purchaser(s) wholly in case the same relates to the said Apartment and proportionately in case the same relates to the said Project as a whole.

- (f) Electricity charges for electricity consumed in or relating to the said Apartment to the Promoter/Developer or the Maintenance-In-Charge based on the reading shown in the sub-meter provided for the said Apartment at the rate at which the Developer/Promoter or the Maintenance-In-Charge shall be liable to pay the same to CESC Ltd.
- (g) Transmission loss charges for electricity required to be paid or incurred by the Promoter/Developer or Maintenance-In-Charge proportionately. The said charges would be calculated and/or decided by the Promoter/Developer or Maintenance-In-Charge and the decision of the Promoter/Developer or Maintenance-In-Charge shall be final and binding on the Allottee(s)/Purchaser(s).
- (h) The recurring charges towards running and operation of the Generator will be calculated taking, fuel charges on the basis of the KWH meter and the applicable fuel rates, annual maintenance contract and monthly running and maintenance charges on the basis of the monthly rates, proportionate share of expenses of capital nature to be incurred/likely to be incurred by the Promoter/Developer or the Maintenance-In-Charge on account of major repairs, replacement etc., of such generator and government duty at applicable rates on alternate generation of power etc. into consideration.
- (i) The proportionate share of expenses of capital nature as be incurred/likely to be incurred by the Promoter/Developer or the Maintenance-In-Charge on account of major repairs, replacement etc., of such Generator etc.
- (j) The proportionate share of all Common Expenses (including those mentioned in the Fourth Schedule hereunder written) payable to the Promoter/Developer or the Maintenance-In-Charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottee(s)/Purchaser(s) shall pay to the Developer or the Maintenance-In-Charge the maintenance charges calculated on actual basis per square feet per month of the carpet area of the said Apartment together with the proportionate common areas appurtenant to the said Apartment. The said rate shall be subject to revision from time to time as be deemed fit and proper by the Promoter/Developer or the Maintenance-In-Charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services upon reasonable prior notice to the Allottee(s)/Purchaser(s).
- (k) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottee(s)/Purchaser(s) in payment of all

or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay in payment of its bills).

- (l) Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within the 7th (seventh) day of the month for which the same be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 (seven) days of demand being made by the Developer/Promoter or the Maintenance-In-Charge. The bills and demands for the amounts payable by the Allottee(s)/Purchaser(s) shall be deemed to have been served upon the Allottee(s)/Purchaser(s), in the event the same is left in the said Apartment or in the letter box in the ground floor of the said respective building earmarked for the said Apartment or any other place earmarked for the purposes thereof in the said Project.
- (m) Until the appointment of Maintenance-In-Charge by the Developer/Promoter, the Developer/Promoter shall be the Maintenance-In-Charge and look after the Common Purposes and the Allottee(s)/Purchaser(s) undertake to regularly and punctually pay to the Developer/Promoter or their nominee the maintenance charges and other amounts payable by the Allottee(s)/Purchaser(s) hereunder.
- (n) The Allottee(s)/Purchaser(s) shall observe the covenants as be deemed reasonable by the Developer/Promoter or the Maintenance-In-Charge from time to time for the common purposes.
- (o) For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Allottee(s)/Purchaser(s) shall be deemed to be the act, default or omission of the Allottee(s)/Purchaser(s).
- (p) The proportionate share of the Allottee(s)/Purchaser(s) in various matters referred herein shall be such as be determined by the Developer/Promoter and the Allottee(s)/Purchaser(s) shall accept the same notwithstanding there being minor variations therein for the sake of convenience.
- (q) Save and except the said Apartment for Sale the Allottee(s)/Purchaser(s) shall have no claim nor shall claim any access whatsoever or howsoever over and in respect of other Apartment and spaces or constructed areas or Car Parking Spaces at the said building and the said Project and the Vendors and the Promoter/Developer shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Vendors and the Promoter/Developer in their absolute discretion, shall think fit and proper and the Allottee(s)/Purchaser(s) hereby consent to the same and agree not to obstruct or hinder or raise any objection with regard thereto nor to claim any

access of whatsoever nature over and in respect of the said areas and spaces belonging to the Vendors and the Promoter/Developer exclusively.

- (r) The Promoter/Developer, their men, agents, transferees and representatives and the ultimate purchasers of the adjacent project shall have uninterrupted and unfettered access of liberty and access of easement and/or over the said Access Road and the maintenance of the said Access Road shall be maintained presently by the maintenance-in-charge of the present projects and in future shall be maintained proportionately by all the maintenance-in-charges of the present members of the projects as well as the adjacent project members who shall be using the said access road.
- (s) The said Apartment is in a habitable condition and the same is completed internally in accordance with the specifications mentioned in the said Sale Agreement.
- (t) The undivided share in the land comprised in the Said Land and in the said Project hereby sold and transferred and attributable to the said Apartment shall always remain indivisible and impartible.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART I

(SAID INDENTURES, DEVOLUTION OF TITLE AND ITS REGISTRATION DETAILS)

A) One Sri Tarak Nath Ghosal son of Late Kali Shankar Ghosal was the original absolute and sole Owner of and/or seized and possessed of and/or otherwise sufficiently entitled to **ALL THAT** piece or parcel of Bastu Land measuring an area of **2 (Two) Bighas, 18 (Eighteen) Cottahs, 9 (Nine) Chittacks and 42.52 (Forty Two Point Five) sq. ft.** comprising in Mouza- Kasba, J.L. No. 13, Touzi No. 145, Revenue Survey No. 233, Parganas Kalikata, under **P.S. Tollygunge now Kasba, Kolkata - 700 042,** under Sub-Registry Office at Additional District Sub-Registrar at Sealdah, **District South 24 Parganas.**

B) By a Bengali Kobala Dated 30th day of August, 1914 the said Sri Tarank Nath Ghosal son of Late Kali Shankar Ghosal gifted, bequeathed, conveyed, assigned and assured unto and in favour of Smt Kalidasi Devi wife of Late Pashupati Ghosal and Sri Panchkari Ghosal son of Late Pashupati Ghosal **ALL THAT** piece or parcel of Bastu Land measuring an area of **16 (Sixteen) Cottahs and 14.5 (Fourteen Point Five) Chittacks** out of the total area of **2 (Two) Bighas, 18**

(Eighteen) Cottahs, 9 (Nine) Chittacks and 42.52 (Forty Two Point Five) sq. ft. comprising in Mouza- Kasba, J.L. No. 13, Touzi No. 145, Revenue Survey No. 233, Parganas Kalikata, under **P.S. Tollygunge now Kasba, Kolkata – 700 042,** under Sub-Registry Office at Additional District Sub-Registrar at Sealdah, **District South 24 Parganas** more fully and particularly mentioned in the Schedule written therein. The said Deed of Bengali Deed of Danpatra was registered with the Sadar Sub-Registrar at Alipore and entered in Book No. I, Volume No. 15, Pages 244 to 249, Being No. 2777, for the year 1914.

C) Thus the said Smt Kalidasi Devi wife of Late Pashupati Ghosal and Sri Panchkari Ghosal son of Late Pashupati Ghosal became the joint owners of and/or seized and possessed of and/or otherwise sufficiently entitled to **ALL THAT** piece or parcel of Bastu Land measuring an area of **16 (Sixteen) Cottahs and 14.5 (Fourteen Point Five) Chittacks** comprising in Mouza- Kasba, J.L. No. 13, Touzi No. 145, Revenue Survey No. 233, Parganas Kalikata, under **P.S. Tollygunge now Kasba, Kolkata – 700 042,** under Sub-Registry Office at Additional District Sub-Registrar at Sealdah, **District South 24 Parganas** and they sold some portion of land to the third parties and thus they became joint owners of and/or seized and possessed of the rest portion of land i.e. **ALL THAT** piece or parcel of Bastu Land measuring an area of **10 (Ten) Cottahs, 5(Five) Chittacks and 13 (Thirteen) sq. ft.,** be the same a little more or less comprising in Mouza- Kasba, J.L. No. 13, Touzi No. 145, Revenue Survey No. 233, Parganas Kalikata, under **P.S. Tollygunge now Kasba, Kolkata – 700 042,** under Sub-Registry Office at Additional District Sub-Registrar at Sealdah, **District South 24 Parganas.**

D) The said Smt Kalidasi Devi died intestate on 18.04.1969 leaving behind her surviving her only son namely Sri Panchakri Ghosal as her only heir and legal representative and thus the said Sri Panchkari Ghosal became the absolute owner in respect of the aforesaid land as per Hindu Law of Succession then in force and possessed the same after sold out some portion thereof without any interrupted by the others.

E) The said Sri Panchkari Ghosal died intestate on 27.08.1977 leaving behind his surviving his wife Smt Alokata Ghosal, three sons namely Sri Pradip Kumar Ghosal since deceased, Sri Pallab Kumar Ghosal alias Pallab Kumar Ghoshal and Sri Goutam Ghosal since deceased and one married daughter namely Smt Sadhana Hazra since deceased as his heirs and legal representatives. The said Smt Alokata Ghosal also died on 07.04.1979.

F) The said Sri Pradip Kumar Ghosal died intestate on 26.05.1993 leaving behind him surviving his wife Smt Dipti Ghosal alias Dipti Ghoshal and one son namely Sri Supratim Ghosal as his heirs and legal representatives.

G) The said Sri Pradip Kumar Ghosal died intestate on 26.05.1993 leaving behind him surviving his wife Smt Dipti Ghosal alias Dipti Ghoshal and one son namely Sri Supratim Ghosal as his heirs and legal representatives.

H) The said Sri Goutam Ghosal died intestate as bachelor on 09.06.2010 leaving behind him surviving his one brother namely Sri Pallab Kumar Ghosal alias Sri Pallab Kumar Ghoshal and one married sister namely Smt Sadhana Hazra as his heirs and legal representatives.

I) The said Sri Pallab Kumar Ghosal alias Sri Pallab Kumar Ghoshal, Smt Dipti Ghosal alias Smt Dipti Ghoshal, Sri Supratim Ghosal and Smt Sadhana Hazra mutated their names in the Assessment Book of the Calcutta now Kolkata Municipal Corporation and the said plot of lands was assessed and numbered as the Municipal Premises No. 37, Rajkrishna Ghosal Road, P.S. Kasba, Kolkata – 700 042, under Assessee No. 21-091-15-0060-7.

J) The said Smt Sadhana Hazra died intestate on 21.05.2017 leaving behind her surviving her only daughter namely Smt Purnima Haldar as her sole heir and legal representative.

K) Thus the Owners herein became the absolute and joint Owners of **ALL THAT** piece or parcel of Bastu Land measuring an area of **10 (Ten) Cottahs 5 (Five) Chittacks and 13 (Thirteen) sq. ft.** be the same a little more or less together with One Pucca Brick Building Dwelling House standing thereon measuring an area of **3565** sq. ft. standing thereon comprising in Mouza- Kasba, J.L. No. 13, Touzi No. 145, Revenue Survey No. 233, Parganas Kalikata, and also situated at and being the Municipal Premises No. **37, Rajkrishna Ghosal Road**, under **P.S. Tollygunge now Kasba, Kolkata – 700 042**, under Sub-Registry Office at Additional District Sub-Registrar at Sealdah, within the local limits of the Kolkata Municipal Corporation, under Ward No. **091**, under Assessee No. 21-091-15-0060-7, **District South 24 Parganas**.

L) In the manner stated above, the Land Lords/Owners herein are seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of Bastu Land measuring an area of **10 (Ten) Cottahs 5 (Five) Chittacks and 13 (Thirteen) sq. ft.** be the same a little more or less together with One Pucca Brick Building Dwelling House standing thereon measuring an area of **3565** sq. ft. standing thereon comprising in Mouza- Kasba, J.L. No. 13, Touzi No. 145, Revenue Survey No. 233, Parganas Kalikata, and also situated at and being the Municipal Premises No. **37, Rajkrishna Ghosal Road**, under **P.S. Tollygunge now Kasba, Kolkata – 700 042**, under Sub-Registry Office at Additional District Sub-Registrar at Sealdah, within the local limits of the Kolkata Municipal Corporation, under Ward No. **091**, under Assessee No. 21-091-15-0060-7, **District South 24 Parganas** described in the **FIRST SCHEDULE** herein subject

to fulfillment of any future complications and/or questions and in that event the Owners shall be liable to pay all the expenses regarding the title and herein after referred to as the said **“PROPERTY”**.

M) The right title and interest of the Owners in the Property is free from all encumbrances whatsoever and the Owners have a good and marketable title thereto.

N) By a Development Agreement executed on 26th day of April, 2024 and registered in Book No. I, Volume No. 1604-2024, Pages from 134677 to 134729, being No. 160404517 for the year 2024, in the Office of the District Sub-Registrar-IV, Alipore, South 24-Parganas, made between the First Party of the One Part and the Party of the Other Part as the Developer wherein and whereby the said Party of the Other Part had agreed to erect, construct and built a New building for the said party of the One Part **ALL THAT** piece or parcel of Bastu Land measuring an area of **10 (Ten) Cottahs 5 (Five) Chittacks and 13 (Thirteen) sq. ft.** be the same a little more or less together with One Pucca Brick Building Dwelling House standing thereon measuring an area of **3565** sq. ft. standing thereon comprising in Mouza- Kasba, J.L. No. 13, Touzi No. 145, Revenue Survey No. 233, Parganas Kalikata, and also situated at and being the Municipal Premises No. **37, Rajkrishna Ghosal Road**, under **P.S. Tollygunge now Kasba, Kolkata – 700 042**, under Sub-Registry Office at Additional District Sub-Registrar at Sealdah, within the local limits of the Kolkata Municipal Corporation, under Ward No. **091**, under Assessee No. 21-091-15-0060-7, **District South 24 Parganas**, on the terms and conditions therein mentioned of the said agreement.

O) Development Power: By a Development Power of Attorney dated 26.04.2024, the Owners herein also executed and registered a power of attorney in respect of **ALL THAT** piece or parcel of Bastu Land measuring an area of 10 (Ten) Cottahs 5 (Five) Chittacks and 13 (Thirteen) sq. ft. be the same a little more or less together with One Pucca Brick Building Dwelling House standing thereon measuring an area of 3565 sq. ft. standing thereon comprising in Mouza- Kasba, J.L. No. 13, Touzi No. 145, Revenue Survey No. 233, Parganas Kalikata, and also situated at and being the Municipal Premises No. 37, Rajkrishna Ghosal Road, under P.S. Tollygunge now Kasba, Kolkata – 700 042, under Sub-Registry Office at Additional District Sub-Registrar at Sealdah, within the local limits of the Kolkata Municipal Corporation, under Ward No. 091, under Assesses No. 21-091-15-0060-7, District South 24 Parganas and have executed a General Power of Attorney dated 26th day of April, 2024 in favour of **SRI SRI REALITY INFRASTRUCTURE**, having (PAN ACHFS4494H) a Partnership Firm having its registered office at 19B, Selimpore Road, P.S. Lake, Kolkata – 700 031 and represented by its Partners **1. Sri Arup Banerjee** (PAN AIMPB3149F), son of Late Shyamalendu Banerjee, by faith: Hindu, by Occupation Business, by Nationality

Indian residing at 13, Selimpore Bye Lane, P.S. Lake, Kolkata – 700 031 **2. Sri Partha Roy** (PAN AFNPR0253C) son of Late Arun Roy, by faith: Hindu, by Occupation Business, by Nationality Indian residing at 3, Selimpore Road, P.S. Lake, Kolkata – 700 031 as their lawful Attorney and agent for them, in their names and on their behalf to do, execute and perform all acts, deeds, and things therein recited therein which was registered with the registered with the District Sub-Registrar – IV West Bengal, South 24 Parganas at Alipore and entered in Book No. I, Volume No. 1604-2024, Pages from 134094 to 134117, Being No. 160404573, for the year 2024.

P) As per the terms of the Development Agreement dated 26.04.2024, the Developer has obtained a Building Sanction Plan for the construction of Ground Plus Four Storied Building thereon from the Kolkata Municipal Corporation vide Sanction Plan No. **2025100177** dated **09.12.2025**.

Q) Certain mistakes have occurred in the said Development Agreement and Development Power of Attorney dated 26.04.2024 and for which both the Parties have cancelled the said Development Agreement dated 26.04.2024 and also revoked the Development Power of Attorney dated 26.04.2024 The said Cancellation of Development Agreement was registered District Sub-Registrar – IV West Bengal, South 24 Parganas at Alipore and entered in Book No. I, Volume No. 1604-2026, Pages 82851 to 82868, Being No. 160401865, for the year 2026 and the said Revocation of Power of Attorney was registered with the District Sub-Registrar – IV West Bengal, South 24 Parganas at Alipore and entered in Book No. IV, Volume No. 1604-2026, Pages 2444 to 2456, Being No. 160400066, for the year 2026.

PART II **(SAID LAND)**

ALL THAT piece or parcel of Bastu Land measuring an area of **10 (Ten) Cottahs 5 (Five) Chittacks and 13 (Thirteen) sq. ft.** be the same a little more or less together with Ground Plus Four Storied Building namely “**SRI SRI MATRILAYA**” standing thereon comprising in Mouza- Kasba, J.L. No. 13, Touzi No. 145, Revenue Survey No. 233, and also situated at and being the Municipal Premises No. **37, Rajkrishna Ghosal Road**, under **P.S. Tollygunge now Kasba, Kolkata – 700 042**, under Sub-Registry Office at Additional District Sub-Registrar at Sealdah, within the local limits of the Kolkata Municipal Corporation, under Ward No. **091**, under Assessee No. 21-091-15-0060-7, **District South 24 Parganas** which is butted and bounded as follows:

ON THE NORTH : By 16 ft. wide KMC. Road;

ON THE SOUTH : By House of Sri Sunil Kumar Ghosh and Ors;

ON THE EAST : By House of Santi Ram Dutta;

ON THE WEST : By House of Dhasurathi Ghosal.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(Part I)
(DETAILS OF THE DEVELOPMENT AGREEMENT)

By a Registered Development Agreement dated 10th day of February, 2026, the Owners/Vendors herein have appointed **SRI SRI REALITY INFRASTRUCTURE** to develop **ALL THAT** piece or parcel of Bastu Land measuring an area of **10 (Ten) Cottahs 5 (Five) Chittacks and 13 (Thirteen) sq. ft.** be the same a little more or less together with One Pucca Brick Building Dwelling House standing thereon measuring an area of **3565** sq. ft. standing thereon comprising in Mouza-Kasba, J.L. No. 13, Touzi No. 145, Revenue Survey No. 233, and also situated at and being the Municipal Premises No. **37, Rajkrishna Ghosal Road**, under **P.S. Tollygunge now Kasba, Kolkata - 700 042**, under Sub-Registry Office at Additional District Sub-Registrar at Sealdah, within the local limits of the Kolkata Municipal Corporation, under Ward No. **091**, under Assessee No. 21-091-15-0060-7, **District South 24 Parganas** on certain terms and conditions mentioned therein. The said Development Agreement was registered with the District Sub-Registrar- IV, South 24 Parganas, West Bengal at Alipore and recorded in Book No. I, Volume No. 1604-2026, Pages from 80779 to 80833, Being No. 160401866 for the year 2026.

(PART II)
(DETAILS OF THE POWER OF ATTORNEY)

As per the terms of the Development Agreement dated 10th day of February, 2026, the Owners/Land Lords herein by the execution and registration of General Power of Attorney have appointed **SRI SRI REALITY INFRASTRUCTURE** to develop **ALL THAT** piece or parcel of Bastu Land measuring an area of **10 (Ten) Cottahs 5 (Five) Chittacks and 13 (Thirteen) sq. ft.** be the same a little more or less together with One Pucca Brick Building Dwelling House standing thereon measuring an area of **3565** sq. ft. standing thereon comprising in Mouza-Kasba, J.L. No. 13, Touzi No. 145, Revenue Survey No. 233, and also situated at and being the Municipal Premises No. **37, Rajkrishna Ghosal Road**, under **P.S. Tollygunge now Kasba, Kolkata - 700 042**, under Sub-Registry Office at

Additional District Sub-Registrar at Sealdah, within the local limits of the Kolkata Municipal Corporation, under Ward No. **091**, under Assessee No. 21-091-15-0060-7, **District South 24 Parganas** as per plan already sanctioned by the Kolkata Municipal Corporation and the said Development Power of Attorney was registered with the District Sub-Registrar- IV, South 24 Parganas, West Bengal at Alipore and recorded in Book No. I, Volume No. 1604-2026, Pages from 80530 to 80546 , Being No. 160401874 for the year 2026.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF THE APARTMENT AND THE ACCESS AND PROPERTIES
APPURTENANT THERETO)

All That the **Flat No.** _____ containing a carpet area of _____ Sq. Ft., Plus a Balcony Area of _____ sq. ft. (total Built up area being **Sq. Ft.** and total Super Built Up area being _____ **Sq. Ft.**), be the same a little more or less on the **First Floor** of the Project known as “**SRI SRI MATRILAYA**” together with the 1(One) medium sized motor car being Car Parking Space No. _____ with car parking 135 sqft. in the Covered space of the Ground Floor of the Building more fully and particularly described in the **Part I** of the **Third Schedule** hereunder written which of the **Ground Plus Four Storied Building standing thereon** of the Project known as “**SRI SRI MATRILAYA**” shown and delineate in the map or plan annexed hereto and marked with colour **Red** and together with the undivided proportionate impartible part or share in the land comprised in the said Land more fully and particularly described in the **Part V** of the **First Schedule** hereinabove written, attributable to the said apartment and **TOGETHER WITH** the proportionate/prorata share in the Common Areas and access to use the Common Facilities and Amenities to be used in common with the other co-transferees and Together with the said Share as permissible under law.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
(COMMON AREAS, COMMON AMENITIES & FACILITIES OF THE BUILDING)

- 1) The foundation columns beams support corridors lobbies stairs stairways landings entrances exits and pathways and the Developer's logo placed on the main gate/s.
- 2) Drains and sewers from the said Basement, Ground Plus Five Storied Building to the Municipal Duct.

- 3) Water sewerage and drainage connection pipes from the Flat/Units to drains and sewers common to the said Basement, Ground Plus Five Storied Building.
- 4) Boundary walls of the Ground Plus Four Storied Building including the main gate/s.
- 5) Water pump and motor with installation and room therefore.
- 6) Water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
- 7) Windows/doors and other fittings of the common area of the said Basement, Ground Plus Four Storied Building.
- 8) Lifts and their accessories installations and spaces required therefore.
- 9) Ultimate roof of the building.
- 10) Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Building as are necessary for passage to or use and occupancy of the Flat/Units as are necessary.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(COMMON MAINTENANCE EXPENSES)

1. **MAINTENANCE** : All costs and expenses of maintaining repairing redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Complex and enjoyed or used by the Purchasers in common with other occupiers or serving more than one Unit and main entrance and exit gates, landings and staircases of the Complex/ Building Block and enjoyed by the Purchasers or used by their in common as aforesaid and the boundary walls, compounds etc. of the Complex. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Complex so enjoyed or used by the Purchasers in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. **OPERATIONAL**: All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.

3. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.
4. **ASSOCIATION**: Establishment and all other expenses of the Association and also similar expenses of the Developers or any agency looking after the common purposes, until handing over the same to the Association.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the Complex (save those assessed separately in respect of any).
6. **INSURANCE**: Insurance premium for insurance of the Complex and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and/or other periodic expenses.
9. **OTHER**: All other expenses and/or outgoings including litigation expenses as are incurred by the Developer and/or the Association for the common purposes.

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 said **VENDORS** in the presence of: -

1.

2.

SIGNED, SEALED AND DELIVERED by the said DEVELOPER/PROMOTE
in the presence of:-

1.

2.

SIGNED SEALED AND DELIVERED by the said
ALLOTTEE(S)/PURCHASER(S) in the presence of:-

1.

2.

Drafted by,
Advocate
Enrollment No.

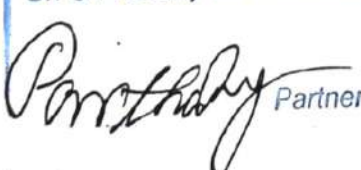
RECEIPT AND MEMO OF CONSIDERATION

R E C E I V E D of and from the within-named Allottee(s)/Purchaser(s) the within-mentioned sum of **Rs.** _____ /- (**Rupees** _____) only being the full consideration money for sale of the said Apartment and Car Parking Space described in the **Third Schedule** written herein above, by way of various cheques/RTGS/NEFT of different dates.

MEMO:

1. By Cheque No.

TOTAL Rs. _____
(Rupees _____) only

For
Sri Sri Reality Infrastructure

Partner

For
Sri Sri Reality Infrastructure

Partner

Signature of the Developer/Promoter

WITNESSES :

1.

2.

DATED THIS DAY OF , 2026
#####

B E T W E E N

OWNERS/VENDORS

- A N D -

DEVELOPER/PROMOTER

- A N D -

ALLOTTEE(S)/PURCHASER(S)