

THIS CONVEYANCE made this day of 2026
BETWEEN M/S. TAJCONS, a partnership firm, having its Office at 128,
Motilal Nehru Road, Police Station Lake, Post Office Sarat Bose Road, Kolkata-
700 029, having its I. T. PAN-AAQFT7599B, represented by its partners
namely, (1) **BASUDEB HALDER**, son of Late Panchugopal Halder, residing at
Malancha Mahinagar, Sonarpur, Rajpur – 700 0145, South 24-Parganas,
having his I. T. PAN-ABXPH1876K and Aadhaar No.2057 8845 8796, (2)
BARUN KUMAR JANA, son of Late Bibhuti Bhusan Jana, residing at 250A,
Amritalal Mukherjee Road, Police Station Thakurpukur, Post Office Paschim
Barisha, Kolkata - 700 080, having his I. T. PAN-ACRPJ9940R and Aadhaar
No.8665 3815 3293, (3) **MANOJ GHOSH**, son of Dulal Ghosh, residing at 31,
Mahanirvan Road, Kolkata – 700 029, Post Office Sarat Bose Road, Police
Station Lake, Kolkata-700029, having his I. T. PAN-AGPPG4063J and Aadhaar

No.9972 3239 2217, all partners Nos.1 to 3, by Nationality Indian, by Caste Hindu, hereinafter referred to as the "**VENDOR**", of the **ONE PART AND**

, hereafter called "the **PURCHASER**" of the **OTHER PART**:

WHEREAS:

- A.** The terms in this Conveyance, unless contrary or repugnant to the context, shall have the meanings assigned to them in the **FIRST SCHEDULE** hereto;
- B.** One (Smt.) Billwa Basini Debi was the sole and absolute owner of the Premises i.e., **ALL THAT** the two storied dilapidated dwelling house and structures **TOGETHER WITH** the piece and parcel of revenue free land, whereupon or on a portion whereof the same are erect and built, admeasuring 4 (Four) Cottahs and 8 (Eight) Chittacks, more or less, situate, lying at and being Municipal Premises No.116A, Motilal Nehru Road, Kolkata- 700 029 (formed by amalgamation of former Municipal Premises Nos.116A and 117A, Motilal Nehru Road, Kolkata-700 029 there before known and numbered as Municipal Premises Nos.25B and 25C, Hazra Lane, Calcutta-700 029), Police Station Lake (formerly Tollygunge), District South 24-Paraganas, morefully described in **SECOND SCHEDULE** hereto;
- B.** By a Deed of Gift dated 28th February, 1951 between (Smt.) Billwa Debi, therein called the Donor of the One Part and Saran Chandi Banerjee, therein called the Donee of the Other Part and registered in the Office of the Joint Sub-Registrar Alipore Sadar, South 24-Parganas, in Book No.I, Volume No.23, at Pages 117 to 119, Being No.1289 for the year 1951, the Donor therein, for the consideration of natural love and affection, gifted and transferred the entirety of the Premises being the then Municipal Premises Nos.25B and 25C, Hazra Lane, Calcutta- 700 029 to her brother being Donee therein, absolutely and forever and the Donee therein duly accepted such Gift;

- C.** Thus, Saran Chandi Banerjee became the sole and absolute owner of the Premises, free from all encumbrances;
- D.** Saran Chandi Banerjee, a Hindu, died after having executed and published his last Will and Testament dated 29th January, 1972, hereafter called “the **SAID WILL**”, whereby he appointed his wife namely (Smt.) Anita Banerjee as the Executrix of his Said Will and bequeathed to her the entirety of the Premises, absolutely and forever;
- E.** Subsequently, the Municipal Premises No.25B and 25C, Hazra Lane, Calcutta-700 029 was re-named and re-numbered by the Calcutta Municipal Corporation as the Municipal Premises No.116A and 117A, Motilal Nehru Road, Calcutta-700 029;
- F.** After the demise of Late Saran Chandi Banerjee, his wife (Smt.) Anita Banerjee as the Executrix of the Said Will made an Application for grant of the Probate of the Said Will before the Learned Court of District Delegate at Alipore being Act 39 Probate Case No.403 of the 1983 and by an Order dated 26th March, 1997, the said Learned Court was pleased to grant probate of the Said Will;
- G.** Thus, (Smt.) Anita Banerjee became the sole and absolute owner of the Premises, free from all encumbrances;
- H.** By a Deed of Gift dated 8th March, 2005 between (Smt.) Anita Banerjee, therein called the Donor of the One Part and Satyadeb Banerjee and Soumitradeb Banerjee, therein jointly called the Donees of the Other Part and registered in the Office of the Additional District Sub-Registrar at Alipore, South 24-Parganas, in Book No.I, Volume No.7, Pages from 1932 to 1945, Being No.01492 for the year 2010, the Donor therein, in consideration of natural love and affection towards her sons being the Donees therein, gifted and transferred the entirety of the Premises to them, absolutely and forever, free from all encumbrances and the Donees therein duly accepted such gift, each having acquired an undivided 50% (fifty percent) share in the Premises;
- I.** Subsequently, Satyadeb Banerjee and Soumitradeb Banerjee, thereafter called “the **SAID OWNERS**”, got their names mutated as the joint owners of the Premises and the Municipal Premises Nos.116A and 117A, Motilal Nehru Road, Kolkata-700 029 was amalgamated into a single holding by

the Kolkata Municipal Corporation being Municipal Premises No.116A, Motilal Nehru Road, Kolkata-700 029;

- J.** Certain portions of the Premises were under occupation of tenants and/or occupiers, thereafter called “the **OCCUPANTS**”.
- K.** By an Agreement dated 4th October, 2010, hereafter called "the **SAID AGREEMENT**", between the Said Owners, therein called the Vendors of the One Part and M/s. Tajcons, the Vendor herein, therein called the Purchaser of the Other Part, the Said Owners have agreed to sell and transfer the entirety of the Premises, for the consideration and in the manner and on the terms and conditions mentioned in the Said Agreement;
- L.** Under the Said Agreement, it was mutually agreed by and between the Said Owners and the Vendor herein that the Vendor herein shall cause all the Occupants to vacate the Premises at the costs and expenses of the Vendor herein and the Said Owners gave their express consent in this regard.
- M.** In terms of the Said Agreement, from time to time the Vendor herein caused all the Occupants to vacate the Premises at its own costs and expenses and thereafter the Vendor herein was put into physical possession of the Premises by the Said Owners;
- N.** On or about 30th August, 2019, Satyadeb Banerjee (being one of the Said Owners), a Hindu governed by the Dayabhaga School of Hindu Law, died intestate leaving behind him surviving his widow namely (Smt.) Lalti Banerjee and his only daughter (Smt.) Anima Banerjee, as his legal heiresses, who jointly and in equal share inherited the undivided $\frac{1}{2}$ (one-half) share of Late Satyadeb Banerjee in the Premises, each having acquired an undivided $\frac{1}{4}$ th share in the Premises;
- O.** Thus, Soumitradev Bandopadhyay became entitled to an undivided $\frac{1}{2}$ (one-half) share in the Premises and (Smt.) Lalti Banerjee and (Smt.) Anima Banerjee, each became entitled to an undivided $\frac{1}{4}$ th (one-fourth) share in the Premises, free from all encumbrances;
- P.** By a Conveyance dated 13th August, 2021 between Soumitradeb Bandyopadhyay, (Smt.) Lalti Banerjee and (Smt.) Anima Banerjee, therein collectively called the Vendors of the One Part, M/s. Tajcons, the

Vendor herein, therein called the Purchaser of the Other Part and registered in the Office of the Additional District Sub-Registrar at Alipore, South 24-Parganas, in Book No. I, C.D. Volume No.1605-2021, at Pages from 88996 to 89036, Being No.160502091 for the year 2021, the Vendors therein sold, conveyed and transferred to the Vendors herein the entirety of the Premises described in the **SECOND SCHEDULE** hereto, free from all encumbrances, in the manner and for the consideration hereafter mentioned.

- J.** Thus, the Vendor herein has become the sole and absolute owner of the Premises described in the **SECOND SCHEDULE** hereto and got its name mutated in the records of the Corporation as the owner thereof;
- K.** The Vendor got the Plans sanctioned for the construction of the New Building on the Premises from the Corporation;
- L.** The Competent Authority under the West Bengal Real Estate Regulatory Authorities has granted permission for the Project under Real Estate (Regulation and Development) Act, 2016 vide Registration No.WBRERA / dated ;
- M.** The Vendor commenced construction of the New Building in accordance with the Plans and has since completed the same;
- N.** Now, the Vendor has agreed to sell and transfer to the Purchaser:
 - (a) **ALL THAT** the Said Unit morefully described in **PART - I** of the **SEVENTH SCHEDULE** hereto;
 - (b) **TOGETHER WITH** the Parking Space, if any, morefully described in **PART - II** of the **SEVENTH SCHEDULE** hereto;
 - (c) **AND TOGETHER WITH** the Undivided Impartible Proportionate Share in the Land contained in the Premises more fully described in the **SECOND SCHEDULE** hereto;
 - (d) **AND TOGETHER WITH** the Undivided Impartible Proportionate Share in the Common Areas, more fully described in the **THIRD SCHEDULE** hereto;
 - (e) **AND TOGETHER WITH** the proportionate benefit of Plans relating to the Said Unit and the Parking Space, if any, and proportionately so far it relates to the Common Areas;
 - (f) **AND TOGETHER WITH** all rights appurtenant to the Said Unit;

all of which including the Said Unit are hereafter collectively called "the **SAID UNIT AND APPURTENANT RIGHTS**", absolutely and forever, free from all encumbrances whatsoever **SUBJECT HOWEVER TO** the liability of payment of the Common Expenses mentioned in the **FOURTH SCHEDULE** hereto and the observance of the Rules and Regulations mentioned in the **SIXTH SCHEDULE** hereto and the easements and quasi-easements mentioned in the **FIFTH SCHEDULE** hereto;

- N.** In pursuance of the aforesaid, the Vendor is now completing the sale of the Said Unit And Appurtenant Rights in favour of the Purchaser by these presents in the manner mentioned hereinafter;

NOW THIS INDENTURE WITNESSETH THAT:

- I.** In consideration of the premises and in consideration of a sum of Rs. /- (Rupees) only paid by the Purchaser to Vendor towards the Said Unit And Appurtenant Rights (receipt whereof the Vendor doth hereby as also by the Memo and Receipt hereunder written, admit and acknowledge and of and from the payment of the same forever, release, discharge and acquit the Purchaser and the Said Unit And Appurtenant Rights), the Vendor doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser **ALL THAT** the Said Unit more fully described in **PART-I** of the **SEVENTH SCHEDULE** hereto and delineated on the Map marked "**B**" and bordered "**RED**" thereon and the Parking Space, if any, morefully described in **PART-II** of the **SEVENTH SCHEDULE** hereto **TOGETHER WITH** the Undivided Impartible Proportionate Share in the Land contained in the Premises i.e., Municipal Premises No. 116A, Motilal Nehru Road, Kolkata-700 029, Police Station Lake, morefully described in the **SECOND SCHEDULE** hereto **TOGETHER WITH** the Undivided Impartible Proportionate Share in the Common Areas described in the **THIRD SCHEDULE** hereto, to be used in common with the Unit-owners and/or occupiers of the New Building **AND TOGETHER WITH** the proportionate share and/or benefit of the Plans relating to the Said Unit and the Parking Space, if any and proportionately so far it relates to the Common Areas **AND TOGETHER WITH** all rights appurtenant thereto, which are all hereafter as well as hereinbefore collectively called "the **SAID UNIT AND APPURTENANT RIGHTS**" **AND** the reversion or reversions, remainder or remainders, and

the rents, issues and profits of the Said Unit And Appurtenant Rights and other rights hereby conveyed **AND** all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor into or upon the Said Unit And Appurtenant Rights and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from **AND TOGETHER FURTHER WITH** all rights, liberties and appurtenances whatsoever to and unto the Purchaser, free from all encumbrances, trusts, liens, lispendens and attachments whatsoever **AND TOGETHER FURTHER WITH AND SUBJECT TO** the easements or quasi-easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the Premises, the Land and the New Building by the Purchaser and the Unit-owners as mentioned in the **FIFTH SCHEDULE** hereto **TO HAVE AND TO HOLD** the Said Unit And Appurtenant Rights and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof, respectively, or arising out there from absolutely and forever **SUBJECT TO** the Covenants and the Rules and Regulations contained in the **SIXTH SCHEDULE** hereto and/or elsewhere herein **AND ALSO SUBJECT TO** the Purchaser paying and discharging all taxes, impositions and other Common Expenses relating to the Premises, proportionately and the Said Unit And Appurtenant Rights, wholly, details whereof are fully mentioned in the **FOURTH SCHEDULE** and the **SIXTH SCHEDULE** hereto;

II. THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

- (a) **THAT** the interest which the Vendor doth hereby profess to transfer, subsists and that the Vendor has the sole right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchaser the Said Unit And Appurtenant Rights **TOGETHER WITH** the benefits, rights and properties hereby sold and conveyed;
- (b) **AND THAT** it shall be lawful for the Purchaser, from time to time and at all times hereafter, to enter into and upon and to use, hold and enjoy the Said Unit And Appurtenant Rights and all benefits,

rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof, without any interruption, disturbance, claim or demand whatsoever, from or by the Vendor or any person or persons claiming through, under or in trust for the Vendor, unless otherwise expressly mentioned herein **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever;

- (c) **AND THAT** the Vendor shall, from time to time and at all times hereafter, upon every request and at the costs of the Purchaser, make, do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the Said Unit And Appurtenant Rights **TOGETHER WITH** the benefits, rights and properties hereby granted, unto the Purchaser, in the manner aforesaid;
- (d) **AND THAT** the Vendor and/or the Association, upon its formation, shall, unless prevented by fire or some other irresistible force, from time to time and at all times hereafter, upon reasonable request and at the costs of the Purchaser, produce or cause to be produced to the Purchaser or to the Purchaser's attorneys or agents or before or at any trial, commission, examination, tribunal, board or authority, for inspection or otherwise, as occasion shall require, the original Title Deeds of the Premises (which are presently in the possession of the Vendor) and also shall, at the like request and costs of the Purchaser, deliver to the Purchaser such attested or other copies or extracts therefrom, as the Purchaser may require and shall in the meantime, keep the same safe, un-obliterated and un-cancelled;
- (e) **AND THAT** the Vendor shall not do anything or make any grant or term, whereby the rights of the Purchaser hereunder may be prejudicially affected and shall do all acts as be necessary to ensure the rights hereunder available to the Purchaser as Purchaser and as the Unit-Owner;
- (f) **AND FURTHER THAT** the Vendor shall duly fulfill and perform all its obligations and covenants contained elsewhere herein;

III. THE PURCHASER DOTH HEREBY COVENANT WITH THE VENDOR
THAT the Purchaser shall observe, fulfill and perform the rules, regulations and covenants hereunder written **SAVE** those thereof as have already been observed, fulfilled and performed, including, those described in the **SIXTH SCHEDULE** hereto and to regularly pay and discharge, all taxes, impositions and all other outgoings on and in connection with the Said Unit and the Parking Space, if any, wholly and the Common Areas and/or the New Building, proportionately, including, the Common Expenses;

IV. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- i) **THAT** the Said Unit and the Parking Space, if any in terms hereof have been constructed, completed and made tenantable and vacant possession thereof has been delivered by the Vendor and received by the Purchaser;
- ii) **AND THAT** the Purchaser neither has nor shall claim from the Vendor and/or the other Unit-Owners, any right, title or interest in any other part or portion of the Land and/or the New Building **SAVE** the Said Unit And Appurtenant Rights and the benefits, rights and properties hereby sold and conveyed and the Vendor shall be entitled to deal with the same in any manner whatsoever and the Purchaser shall not be entitled to cause any obstruction and/or hindrances to the Vendor or other co-owner therefore;
- iii) **AND THAT** the Purchaser neither is entitled to nor shall claim the partition of his undivided proportionate share in the Land, Common Areas of the New Building viz., roof, staircase, lobbies, pumps, motors, lights, lifts etc;

**THE FIRST SCHEDULE:
(Definitions)**

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

- 1. **ADVOCATES** shall mean **M/S. S. JALAN AND COMPANY**, Advocates, of Room No.40A, 1st Floor, 10, Old Post Office Street, Kolkata - 700 001;

2. **ARCHITECTS** shall mean _____, whom the Vendor has appointed, as the Architects for the New Building;
3. **ASSOCIATION** shall mean a limited company or society or syndicate or association to be promoted and formed by the Vendor and/or Unit-owners for the Common Purposes;
4. **CARPET AREA** shall mean the net usable floor area of an Unit, excluding the area covered by the external walls, areas under service shafts, common balcony or common verandah and common open terrace areas to be used and enjoyed in common by the Unit-Owners, but includes the area covered by the internal partition walls of the Unit.
5. **COMMON AREAS** shall mean all the common areas, facilities, amenities, erections, constructions and installations to comprise in the Premises and/or the New Building, more fully mentioned in the **THIRD SCHEDULE** hereto and expressed or intended for common use and enjoyment of the Unit-Owners;
6. **COMMON EXPENSES** shall include all expenses to be incurred by the Unit-Owners for the maintenance, management and upkeep of the New Building and the Premises and/or expenses for the Common Purposes, including, those mentioned in the **FOURTH SCHEDULE** hereto;
7. **COMMON PURPOSES** shall mean the purposes of managing and maintaining the New Building and the Premises, particularly the Common Areas, collection and disbursement of the Common Expenses and dealing with matters of common interest of the Unit-Owners and relating to their mutual rights and obligations, for the most beneficial use and enjoyment of their respective Units, exclusively and the Common Areas, in common;
8. **CORPORATION** shall mean the Kolkata Municipal Corporation and shall also include the Kolkata Metropolitan Development Authority and other concerned authorities which may recommend, comment upon and/or ratify the Plans and the construction of the New Building;
9. **LAND** shall mean the Land contained in the Premises more fully described in the **SECOND SCHEDULE** hereto;
10. **MAPS** shall mean the lay out plans of the Premises and the Said Unit annexed hereto;

11. **NEW BUILDING** shall mean the new building as have been and/or is being constructed and completed by the Vendor on the Premises in accordance with the Plans;
12. **PARKING SPACE** shall mean the open or covered space for parking of 1 (One) medium sized motor car or two wheeler described in **PART - II** of the **SEVENTH SCHEDULE** hereto, if any, agreed to be sold to the Purchaser;
13. **PLANS** shall mean the plans, drawings and specifications of the New Building, prepared by the Architect and sanctioned by the concerned authorities, including the Corporation vide Building Permit No. , Borough- , dated **PROVIDED THAT** it shall also include all alterations/modifications therein, from time to time, made with the approval of the Architects and/or the Corporation;
14. **PREMISES** shall mean the Premises described in the **SECOND SCHEDULE** hereto and shall also include the New Building as constructed and completed thereon, wherever the context so permits;
15. **PROPORTIONATE OR PROPORTIONATELY** shall mean the proportion which the Carpet Area of any Unit be to the Carpet Area of all the Units in the New Building **PROVIDED THAT** where it refers to share of any rates and/or taxes amongst the Common Expenses, then, such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied, i.e., in case the basis of any levy be area, rental income or user, then the same shall be shared on the basis of area, rental income or user of the respective Units by the Unit-Owners, respectively;
16. **SAID UNIT** shall mean the Unit described in **PART-I** of the **SEVENTH SCHEDULE** hereto and delineated on the Map annexed hereto and bordered "**RED**" thereon;
17. **SAID UNIT AND APPURTENANT RIGHTS** shall the Said Unit described in **PART-I** of the **SEVENTH SCHEDULE** hereto **AND TOGETHER WITH** the Parking Space, if any, described in **PART-II** of the **SEVENTH SCHEDULE** hereto **AND TOGETHER WITH** an undivided proportionate share and/or interest in the Land comprised in the Premises described in the **SECOND SCHEDULE** hereto **AND TOGETHER WITH** the undivided proportionate share in the Common Areas comprised in the New Building and/or Premises **AND TOGETHER WITH** the benefit of the Plans

relating wholly to the Said Unit and the Parking Space, if any and proportionately to the Common Areas **AND TOGETHER WITH** all rights appurtenant thereto;

- 18. SUPER BUILT UP AREA** shall, according to its context, mean the plinth area of the Said Unit or all the Units in the New Building, including, the bathrooms and balconies and also the thickness of the outer walls, internal walls and pillars and also including a proportionate share of the Super Built Up Area of the Common Areas **PROVIDED THAT** if any wall be common between 2 (Two) Units, then $\frac{1}{2}$ (One-Half) of the area under such wall shall be included in each such Unit;
- 19. UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE** shall mean the undivided share and/or benefit in the Land contained in the Premises described the **SECOND SCHEDULE** hereto, appurtenant to the Said Unit and inter alia, agreed to be sold to the Purchaser, which shall always be impartible and shall be proportionate to the Super Built Up Area of the Said Unit and shall also include such shares appurtenant to all other Units comprised in the New Building, wherever the context permits;
- 20. UNITS** shall mean the spaces constructed in the New Building, intended and/or capable of being exclusively owned, held and/or occupied by any Unit-Owner;
- 21. UNIT-OWNERS** shall, according to its context, mean all the persons who acquire or agree to acquire or own Units in the New Building, as the case may be, including, the Vendor for those Units not alienated or agreed to be alienated;

NOTE:

- (i) **SINGULAR** shall include the plural and vice versa;
- (ii) **MASCULINE** gender shall include the feminine and neuter gender and vice versa;

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

ALL THAT the two storied dilapidated dwelling house and structures (more than 70 years old), having an area of 1280 Square Feet, more or less, **TOGETHER WITH** the piece and parcel of revenue free land, whereupon or on a portion whereof the same are erect and built, admeasuring 4 (Four) Cottahs

and 8 (Eight) Chittacks, more or less, situate, lying at and being Municipal Premises Nos.116A, Motilal Nehru Road, Kolkata-700 029 (formed by the amalgamation of the former Municipal Premises Nos.116A and 117A, Motilal Nehru Road, Kolkata-700 029 and there before known and numbered as Municipal Premises No.25B and 25C, Hazra Lane, Calcutta- 700 029), Post Office–Sarat Bose Road, Police Station Lake (formerly Tollygunge), District South 24-Paraganas, Sub-Registration Office, Alipore, District South 24-Parganas, within Ward No.85 of the Kolkata Municipal Corporation and delineated on the Map or Plan annexed hereto and bordered with colour “**GREEN**” thereon and butted and bounded as follows:

- ON THE NORTH** : By Municipal Premises No. 118A/1 Motilal Nehru Road,
- ON THE EAST** : By Municipal Road Known as 114A, Motilal Nehru Road,
- ON THE SOUTH** : By Municipal Road Known as Motilal Nehru Road,
- ON THE WEST** : By Municipal Road 16’ feet wide KMC Black Top Road.

THE THIRD SCHEDULE: (The Common Areas)

1. AREAS:

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

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

3. ELECTRICAL AND MISC. INSTALLATIONS:

- a) Rising mains, wiring and accessories for lighting of Common Areas;
- b) Pump and motor;

- c) Lift machinery, motor, cables and cage;
- d) Intercom system;
- 4. **DRAINS** : Drains, sewers and pipes.

**THE FOURTH SCHEDULE:
(The Common Expenses)**

1. **MAINTENANCE:**

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

2. **OPERATIONAL:**

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

3. **STAFF:**

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

4. **ASSOCIATION:**

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

5. **INSURANCE:**

All expenses for insuring the New Building and/or the Common Areas, inter alia, against earthquake, fire, mob violence, damages, civil commotion, etc.

6. **FIRE FIGHTING:**

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

7. **COMMON UTILITIES:**

All charges and deposits for supplies of common utilities to the Unit Owners, in common.

8. **ELECTRICITY :**

All charges for the electrical energy consumed for the operation of the common machinery and equipment.

9. **LITIGATION:**

All litigation expenses incurred for the Common Purposes and relating to common use and enjoyment of the Common Areas.

10. **RATES AND TAXES:**

Municipal Tax, Multistoried Building Tax, Water Tax, G.S.T. and other levies in respect of the Land and/or the New Building and/or **SAVE** those separately assessed on the Purchaser.

11. **RESERVES:**

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

**THE FIFTH SCHEDULE:
(Easements)**

The Unit-Owners shall allow each other, the Vendor and the Association, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances:

- (i) The right of common passage, user and movement in all the Common Areas;
- (ii) The right of passage of utilities, including connection for telephones, televisions, pipes, cables, etc., through each and every part of the New Building, including the Said Unit;
- (iii) Right of support, shelter and protection of each portion of the New Building by other and/or others thereof;
- (iv) The absolute unfettered and unencumbered right over the Common Areas **SUBJECT TO** the terms and conditions herein contained;
- (v) Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the Said Unit And Appurtenant Rights;

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

**THE SIXTH SCHEDULE:
(Covenants, Rules And Regulations)**

1. TRANSFER & DISMEMBERMENT:

- 1.1. The Purchaser shall not, at any time, claim partition of the Undivided Impartible Proportionate Share and/or the Common Areas.
- 1.2 **SUBJECT TO** the provisions contained in these presents **AND SUBJECT TO** the provisions of law for the time being in force, the Purchaser shall be entitled to the exclusive ownership, possession and enjoyment of the Said Unit And Appurtenant Rights and the same shall be heritable and transferable as other immovable properties.
- 1.3 In case the Purchaser divests himself of his right in the Said Unit And Appurtenant Rights then such transfer shall be accompanied by the transfer of all share or interest the Purchaser may have in the New Building, the Premises and the Association and such transfer shall be **SUBJECT TO** the condition that the transferee shall become the proportionate share-holder and/or owner of the equity capital and/or member of the Association and abide by all the covenants and pay all amounts payable by the Purchaser hereunder and such transferee shall also have all the rights as the Purchaser may have hereunder. Moreover, any transfer shall not be in any manner inconsistent herewith and the covenants herein shall run with the Said Unit And Appurtenant Rights;

2. MUTATION, TAXES AND IMPOSITIONS:

- 2.1 The Purchaser shall, after the completion of the Said Unit, the Parking Space, if any and after the transfer being completed in terms hereof, apply for and have the Said Unit and the Parking Space, if any

separately assessed for the purpose of assessment of Municipal rates and taxes.

- 2.2 In case the Purchaser fails to apply for mutation despite being called upon to do so by the Vendor or the Association, as the case may be, then and in such event, the Vendor or the Association shall be entitled to have the same effected at the costs and expenses of the Purchaser and the Purchaser shall pay to the Vendor or Association such costs and expenses within 15 (Fifteen) days of being called upon by the Vendor or Association and without prejudice to the other rights of the Vendor.
- 2.3 Until such time as the Said Unit and the Parking Space, if any be not separately assessed and/or mutated in respect of any tax or imposition, the Purchaser shall bear and pay the proportionate share of the rates and taxes and the Vendor or Association shall render all reasonable assistances and shall comply all necessary formalities reasonably requires to be done by the Vendor or Association to enable the Purchaser to mutate the name of the Purchaser in the records of the Corporation as the owner of the Said Unit And Appurtenant Rights.
- 2.4 Upon the mutation of the Said Unit and the Parking Space, if any in the name of the Purchaser for the purpose of liability of any tax or imposition, the Purchaser shall pay wholly such tax or imposition, in respect of the Said Unit and the Parking Space if any and proportionately in respect of the Common Areas.
- 2.5 Apart from the amount of such taxes and impositions, the Purchaser shall be liable to pay the penalty, interest, costs, charges and expenses for and in respect of such taxes or impositions, proportionately or wholly, as the case may be.
- 2.6 All taxes, impositions and outgoings, including, penalties, costs, charges and expenses, in respect of the Premises and the New Building, accruing till the date of possession of the Said Unit and the Parking Space, if any, shall be paid, borne and discharged by the Vendor exclusively and those accruing for the period thereafter shall be paid, borne and discharged by the Purchaser wholly, in case the same relates exclusively to the Said Unit and the Parking Space, if any and proportionately, in case the same relates to the Premises and the New Building.

2.7 The terms "Taxes" and "Imposition" referred to in the various sub-clauses of Clause 2 immediately preceding shall include Land Revenue, Municipal Rates and Taxes, Municipal Surcharge, Multistoried Building Tax, G. S. T., Urban Land Tax, Betterment Fees Water Tax etc. and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time.

3. **MANAGEMENT AND MAINTENANCE OF THE COMMON AREAS:**

3.1. Until formation of the Association, the Vendor may, from time to time, appoint ad-hoc committee or committees of the Unit-Owners for such purposes and on such terms as to its election, constitution, authority, delegation and/or function, as the Vendor may deem proper. The Vendor, at its option, may also terminate the appointment of such ad-hoc committee or committees.

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

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

4. **THE ASSOCIATION:**

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

5. **TITLE DEEDS:**

5.1 The Vendor shall keep the title deeds in respect of the Premises, as are in its possession, in its safe custody or in the custody of any person or persons as the Vendor may, in its absolute discretion, think fit and proper. The Vendor shall, at the costs of the Purchaser, arrange for inspection thereof and allow the Purchaser to take copies and/or extracts therefrom as be required by the Purchaser and shall also, at

the like request and cost arrange for production of the same before such authorities as the Purchaser may reasonably require.

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

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

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

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

7.1.1 Keep the Said Unit, the Parking Space, if any and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and as a decent and respectable place.

7.1.2 Use the Said Unit for residential purpose and the Parking Space, if any for parking purpose only and all the Common Areas carefully, peacefully and quietly and only for the purpose for which they are meant.

7.1.3 Use all paths, passages, and staircases (save those reserved hereunder by the Vendor or the Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by the Vendor or the Association, upon its formation, in writing.

7.1.4 Use and affix grills as specified by the Vendor.

7.2 The Purchaser shall **NOT** do the following:

7.2.1 Obstruct the Vendor or the Association in their acts, relating to the Common Purposes.

7.2.2 Violate any of the rules and/or regulations laid down for the Common Purposes and for the user of the Common Areas.

- 7.2.3 Injure, harm or damage the Common Areas or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- 7.2.4 Alter any portion, elevation or colour scheme of the New Building.
- 7.2.5 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas **SAVE** at the places indicated therefor.
- 7.2.6 Place or cause to be placed any article or object in the Common Areas.
- 7.2.7 Use the Said Unit, the Parking Space, if any or any part thereof for any purpose other than for residential purpose.
- 7.2.8 Carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit or the Common Areas.
- 7.2.9 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the New Building and/or the adjoining building or buildings.
- 7.2.10 Use or allow the Said Unit and the Parking Space, if any or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other public purpose without the written consent of the Vendor/ Association.
- 7.2.11 Put up or affix any sign board, name plate or other things or other similar articles in the Common Areas or outside walls of the New Building and/or outside walls of the Said Unit and the Parking Space, if any **SAVE** at the place or places provided therefor or approved in writing by the Vendor or the Association **PROVIDED THAT** this shall not prevent the Purchaser from displaying a decent name plate outside the main door of the Said Unit.
- 7.2.12 Obstruct or object to the Vendor using, allowing others to use, transferring or making any construction on any part of the Premises and/or the New Building **SAVE** the Said Unit;
- 7.2.13 Obstruct the Vendor in selling or granting rights to any person on any part of the Premises and/or the New Building (excepting in the Said Unit and the Parking Space, if any).
- 7.2.14 Keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit and the Parking Space, if any.

- 7.2.15 Affix or draw any wire, cable, pipe from, to or through any Common Areas or outside walls of the New Building or other Units **SAVE** in the manner indicated by the Vendor or the Association.
- 7.2.16 Keep any heavy articles or things which are likely to damage the floors or operate any machine **SAVE** usual home appliances.
- 7.2.17 Install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the New Building.
- 7.2.18 Install any air-conditioner except according to the specifications of the Vendor and on obtaining prior written permission of the Vendor.
- 7.2.19 Affix or change windows or grills other than according to the approved specifications of the Vendor and on obtaining prior written permission of the Vendor.
- 7.2.20 Change the colour scheme of the windows, grills and the main door of the Said Unit other than according to the specifications of the Vendor and on obtaining prior written permission of the Vendor.

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

- 8.1 The deposits and payments to be made by the Purchaser in terms hereof, including, those mentioned hereinabove shall be made by the Purchaser within 8 (Eight) days of the Vendor's or the Association's (upon its formation) leaving its bill for the same in the Said Unit and/or at the above or last notified address of the Purchaser.
- 8.2 The Purchaser shall regularly and punctually pay the proportionate share of the Common Expenses on the dates and in the manner elsewhere contained herein.
- 8.3 It is clarified that, out of the payments and deposits mentioned hereinabove, in case there be any deficit, the Purchaser shall pay further amounts and in case there be any excess, the same shall be refunded to the Purchaser and/or adjusted with the future payments by the Purchaser to the Vendor and upon its formation, to the Association, at the Vendor's and/or the Association's discretion.

9. **MISCELLANEOUS:**

- 9.1 Any delay or indulgence by the Vendor, or upon its formation, the Association, in enforcing the terms of these presents or any forbearance

or giving of time to the Purchaser shall not be construed as a waiver of any breach or non-compliance nor shall the same, in any manner, prejudice the rights of the Vendor or the Association, upon its formation.

- 9.2 Whenever any amounts are expressly payable by the Purchaser hereto, the same shall wholly be payable by the Purchaser in case the same relates only to the Said Unit and the Parking Space, if any and proportionately in case they relate to the Premises and the Common Areas, unless otherwise specifically mentioned.
- 9.3 All amounts becoming due and payable hereunder and the liability for the same shall be and shall remain a charge on the Said Unit and the Parking Space, if any.
- 9.4 All charges for the electricity consumed in the Said Unit and the Parking Space, if any shall be borne and paid by the Purchaser.
- 9.5 As between the Vendor and/or the Association of the one part and the Purchaser of the other part, the parties shall indemnify and keep each other saved, harmless and indemnified in respect of all losses, damages, claims, demands, costs, proceedings and actions arising due to any non-payment or other default in observance of the terms and conditions contained in these presents.
- 9.6 The Vendor shall always have the exclusive right to raise further stories on the roof of the New Building as also to make construction on any portion of the Premises and to use, enjoy, hold and transfer the same to the persons desirous of owning the same on substantially the same terms and conditions as to user and maintenance as herein contained and the Purchaser agree not to obstruct the exercise of such right by the Vendor in any manner whatsoever.

THE SEVENTH SCHEDULE:

PART-I

(The Said Unit)

ALL THAT the Flat No. on the side of the () Floor of the New Building comprised in the Municipal Premises Nos.116A, Motilal Nehru Road, Kolkata-700 029, Post Office Sarat Bose Road, Police Station Lake (formerly Tollygunge), District South 24-Paraganas, , having Carpet Area Square

Feet, [Super Built Up Area of ()Square Feet], more or less, delineated on the Map annexed hereto and bordered "**RED**" thereon.

PART - II
(Car Parking Space)

ALL THAT 1(One) open/covered Car Parking Space having Area of () Square Feet, more or less in the Ground Floor of the New Building for parking of a medium sized motor car.

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

EXECUTED AND DELIVERED by
the **VENDOR** at Kolkata in the
presence of:

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

RECEIPT AND MEMO OF CONSIDERATION

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

Transfer/Cheque No.	Date	Bank	Amount (Rs.)
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Add: 1% T.D.S. deducted

Rs.
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WITNESSES:

Drafted by

Advocate

Enrollment No.

=====

DATED THIS DAY OF 2026

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BETWEEN

M/S. TAJCONS
... VENDOR

AND

... PURCHASER

CONVEYANCE

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