

## **DEED OF CONVEYANCE**

**THIS INDENTURE** is made this ..... day of **APRIL**, in the year **TWO THOUSAND TWENTY THREE (2023): BETWEEN, 1. M/S TRAVLLERS EXPRESS CLUB**, a proprietorship concern having its office at 20, Mirza Galib Street, P.O.- Park Street, P.S.- New Market, Kolkata – 700016, represented by its proprietor **SMT. NASRIN PADHI, PAN – AGGPP2940J, (AADHAAR NO. - \_\_\_\_\_)**, wife of Sri Neeraj Padhi, by faith – Hindu, by Occupation- Business, by nationality- Indian of 6/5A, Swinhoe Street, P.O.- Ballygunge, P.S. Gariahat, Kolkata – 700019, **2. M/S**

**NIRVANA TOURS** of 7D, Swinhoe Street, P.O.- Ballygunge, P.S. Gariahat, Kolkata – 700019, proprietorship concern represented by **SHRI NEERAJ PADHI, PAN – AFVPP3444H, (AADHAAR NO. - \_\_\_\_\_)**, son of Sarat Chandra Padhi, by faith – Hindu, by Occupation- Business, by nationality- Indian of 7D, Swinhoe Street, P.O.- Ballygunge, P.S. Gariahat, Kolkata – 700019, both represented by their constituted attorney **BEEU REALTY PVT. LTD., PAN-AAFCB5723M**, a company registered under the Companies Act, 1956, having its Registered Office at – 267 B.B.Ganguly Street, P.O.- Bow Bazaar, P.S.- Bow Bazar Kolkata – 700 012, represented by one of its directors, **ZAFAR AHMED KHAN, PAN – AIHPK8406F, (AADHAR NO.- 407207225546)**, son of Nasir Ahmed Khan, by faith - Muslim, by occupation-Business, presently residing at 33, Belgachia Road, P.O.- Belgachia, P.S.- Tala, Kolkata- 700 037, has been appointed as constituted attorney by registered power of attorney dated 15<sup>th</sup> June, 2015, duly registered in the Office of the Additional Registrar of Assurance – III Kolkata, District – Kolkata, in Book No. IV, CD Volume No. 1903-2015, Pages from 12535 to 12561, being No. 190303193 for the year 2015 **3. FARID MIRZA, PAN – AKDPM9102G, (AADHAAR NO. - \_\_\_\_\_)**, son of Late Abid Mirza, by faith – Muslim, by occupation- Business, by nationality- Indian, **4. FARIA MIRZA, PAN – AKJPM0084H, (AADHAAR NO. - \_\_\_\_\_)**, wife of Farid Mirza, by faith Muslim, by occupation -Housewife, nationality- Indian, both residing at – 10/11, Mitra Lane, P.O.- Burrobazar, P.S. - Jorasanko, Kolkata – 700 007, both represented by their constituted attorney **BEEU REALTY PVT. LTD., PAN-AAFCB5723M**, a company registered under the Companies Act, 1956, having its Registered Office at – 267, B.B. Ganguly Street, P.O.- Bow Bazaar, P.S.- Bow Bazar Kolkata – 700 012, represented by one of its directors, **ZAFAR AHMED KHAN, PAN – AIHPK8406F, (AADHAR NO.- 407207225546)**, son of Nasir Ahmed Khan, by faith - Muslim, by occupation-Business, presently residing at 33, Belgachia Road, P.O.- Belgachia, P.S.- Tala, Kolkata- 700 037, has

been appointed as constituted attorney by registered power of attorney dated 16<sup>th</sup> October, 2014, duly registered in the Office of the Additional Registrar of Assurance – III Kolkata, District – Kolkata, in Book No. IV, CD Volume No. 13, being No. 07254 for the year 2014, **5. ASAD MIRZA, PAN – AENPM3939H, (AADHAAR NO. - \_\_\_\_\_)**, Son of Late Abid Mirza, by faith – Muslim, by occupation – Business, nationality- Indian, residing at – 10/11, Mitra Lane, P.O.- Burrobarazar, Police Station - Jorasanko, Kolkata – 700 007, represented by his constituted attorney **BEEU REALTY PVT. LTD., PAN-AAFCB5723M**, a company registered under the Companies Act, 1956, having its Registered Office at – 267 B.B.Ganguly Street, P.O.- Bow Bazaar, P.S.- Bow Bazar Kolkata – 700 012, represented by one of its directors, **ZAFAR AHMED KHAN, PAN – AIHPK8406F, (AADHAR NO.- 407207225546)**, son of Nasir Ahmed Khan, by faith - Muslim, by occupation-Business, presently residing at 33, Belgachia Road, P.O.- Belgachia, P.S.- Tala, Kolkata- 700 037, has been appointed as constituted attorney by registered power of attorney dated 16<sup>th</sup> October, 2014 duly registered in the Office of the Additional Registrar of Assurance – III Kolkata, District – Kolkata, in Book No. IV, CD Volume No. 13, Pages from 3719 to 3740, being No. 07253 for the year 2014, hereinafter referred to as **“the OWNERS/VENDORS”** (which term or expression shall unless, repugnant to the subject be deemed to mean and include their respective legal heirs, executors, legal representatives, administrators, successors nominees and assigns) of the **FIRST PART:**

**AND**

**1.** \_\_\_\_\_, **PAN-**\_\_\_\_\_, **(AADHAAR NO. - \_\_\_\_\_)**, Son of \_\_\_\_\_, by faith- \_\_\_\_\_, by Occupation- \_\_\_\_\_, by nationality- \_\_\_\_\_, residing at \_\_\_\_\_, P.O.- \_\_\_\_\_, P.S. – \_\_\_\_\_, District- \_\_\_\_\_, Pin Code – \_\_\_\_\_, **2.**

\_\_\_\_\_, **PAN-** \_\_\_\_\_, (**AADHAAR NO.-** \_\_\_\_\_), Son/daughter/wife \_\_\_\_\_, by faith- \_\_\_\_\_, by occupation- \_\_\_\_\_, by nationality- Indian, both are residing at \_\_\_\_\_, P.O.- \_\_\_\_\_, P.S. - \_\_\_\_\_, District- \_\_\_\_\_, Pin Code - \_\_\_\_\_, residing at \_\_\_\_\_, P.O.- \_\_\_\_\_, P.S. - \_\_\_\_\_, District- \_\_\_\_\_, Pin Code - \_\_\_\_\_, residing at \_\_\_\_\_, P.O.- \_\_\_\_\_, P.S. - \_\_\_\_\_, District- \_\_\_\_\_, Pin Code - \_\_\_\_\_, residing at \_\_\_\_\_, P.O.- \_\_\_\_\_, P.S. - \_\_\_\_\_, District- \_\_\_\_\_, Pin Code - \_\_\_\_\_, hereinafter collectively referred to as **“the PURCHASERS/SECOND PARTIES”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include each of their respective heirs, heiress, executors, administrators and assigns) of the **SECOND PART:**

**AND**

**BEEU REALTY PRIVATE LIMITED , PAN - AAFCB5723M**, a company incorporated under the Companies Act, 1956, having its Registered Office at 267, B. B. Ganguly Street, P.O. + P.S. – Bow Bazar, Kolkata - 700 012, represented by its director **ZAFAR AHMED KHAN, PAN - AIHPK8406F, (AADHAR NO.- 407207225546)**, son of Nasir Ahmed Khan, by faith- Muslim, by occupation- Business, by nationality- Indian, working for gain at 267, B. B. Ganguly Street, P.O. + P.S. – Bow Bazar, Kolkata - 700 012 who has been duly authorized by way of resolution of the Board of Directors to represent the Company, hereinafter jointly referred to as **“the DEVELOPER/ CONFIRMING PARTY ”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, executors, administrators,

successor and/or successors in office and assigns) of the **THIRD PART:**

**WHEREAS** by a Conveyance bearing date the 08<sup>th</sup> September 1924 and made by and between Shiva Nath Biswas as surviving Executor of the last will and Testament of Smt.Kumudini Dassi, therein called the Vendor of the One part and the said Golam Hossain Ariff therein called as the Purchaser of the other part and registered by the Registrar of Assurance of Calcutta in Book No. 1, Volume No. 104, Pages 215 to 220, being No. 3963 for 1924 the messuage parcel of land hereditaments and premises then numbered as No. 15 Market Street in the town Calcutta fully described therein was for the consideration therein mentioned conveyed unto the said Golam Hossain Cassim Ariff absolutely and forever.

**AND WHEREAS** the said Premises No. 15 Market Street was subsequently numbered 18A, 18B and 18C Free School Street.

**AND WHEREAS** in or about July 1936 the said Premises Nos. 18A, 18B, and 18C, Free School Street was numbered as 2A, 2B, and 2C, Free School Street now known as Mirza Ghalib Street.

**AND WHEREAS** the said Golam Hossain Cassim who was in his lifetime and at the time of his death a Mohamedan governed by the Hanafi School of Mahamedan Law died on or about 1<sup>st</sup> January 1937 leaving various properties amongst others the said premises No. 2A, 2B and 2C Free School Street (Mirza Ghalib Street) and also leaving a will dated 10<sup>th</sup> June 1933 where he appointed his wife the said Aisha Ariff and his two sons the said Ibrahim Golam Hossain Ariff and Ismail Golam Hossain Ariff the executrix and executors and trustees.

**AND WHEREAS** by the said Will after providing for payment of his funeral and testamentary expenses and debts, the said Golam Hossain Cassim Ariff directed his executors and executrix and trustees

to make over his properties to his heirs according to the Hanafi School of Mahomedan Law.

**AND WHEREAS** the probate of the said Will was granted to the said executors and executrix by the High Court of Judicature at Fort Willam in Bengal on the 3<sup>rd</sup> August 1939.

**AND WHEREAS** the said Golam Hossain Cassim Ariff left a son the said Ibrahim Golam Hossain Ariff by his predeceased first wife Karimunnesa Begum and three other sons namely Ismail Golam Hossain Ariff, Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff by his second wife the said Aisha Ariff and also his sole widow the said Aisha Ariff as his only heirs and heiress and legal representatives at the time of his death under the Hanafi School of Mahomedan Law.

**AND WHEREAS** by a mortgage bearing date the 26<sup>th</sup> March 1938 and between the said Ibrahim Golam Hossain Ariff in his personal capacity and the Mortgage registered at Calcutta in Book No. 1, Volume 29 Pages 234 to 241 being No. 1221 for 1938 the said Ibrahim Golam Hossain Ariff in consideration of Rs. 20,000/- (Rupees Twenty Thousand) only paid to him by the mortgage and granted among other properties his undivided share in the said messuage parcel of land hereidtaments and premises Nos. 2A, 2B, and 2C Free School Street not known as Mirza Ghalib Street to the mortgagor subject to a provision therein contained for redemption of the said premises on payment per annum and other monies therein mentioned.

**AND WHEREAS** it is alleged that the said Ibrahim Golam Hossain Ariff purported to leave a Will which has not been proved and the validity whereof is not admitted.

**AND WHEREAS** on the 12<sup>th</sup> February 1941 the said Dorothy Jane Ariff filed a suit in the Calcutta High Court being Suit No. 213 of 1941 against the said Aisha Ariff and the other parties of the 1<sup>st</sup> and 2<sup>nd</sup> parts for administration of the estate of the said Golam Hossain Cassim Ariff

deceased and if necessary of the estate of Ibrahim Golam Hossain Ariff deceased, for discovery, accounts, directions. For administrations of the said estates, for Receiver, Injunction, Costs and other reliefs.

**AND WHEREAS** by a decree made in the said suit on the 2<sup>nd</sup> December 1941, it was inter alia declared that (1) the said Aisha Ariff was entitled to 1/22<sup>th</sup> share in the estate of the said Golam Hossain Cassim Ariff deceased (2) that the said Ismail Golam Hossain Ariff, Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff were each entitled to 7/32<sup>th</sup> share therein and (3) that the estate of Ibrahim Golam Hossain Ariff was entitled to the remaining 7/32<sup>th</sup> share therein.

**AND WHEREAS** by the said decree it was inter alia further declared that the said Dorothy Jane Ariff was entitled to 9/72<sup>th</sup> share and the said Amina Ariff and Jamilla Ariff to 24/72<sup>th</sup> share each and the said Ismail Golam Hossain Ariff, Ahmed Golam Hossain Ariff and Azam Golam Hossain Ariff deceased.

**AND WHEREAS** by the said decree the said Stanley Kissen Sawdey was inter alia appointed the Receiver of the estate of the said Golam Hossain Cassim Ariff deceased and Ibrahim Golam Hossain Ariff deceased and of the rents, issues and profits thereof with all the powers provided in the Civil Procedure Code 1908.

**AND WHEREAS** by and order bearing date the 27<sup>th</sup> April 1942 made in the said Suit No. 213 of 1941 the said Stanley Kissen Sawday as such Receiver was given liberty to sell the said premises Nos. 2A, 2B and 2C Free School Street now known as Mirza Ghalib Street for Rs, 1,55,000/- (Rupees One Fifty Five Thousand) only and the said Receiver was directed to furnish security for a sum of Rs. 1,50,000/- (Rupees One Lacs Fifty Thousand ) only before any part of the sale proceeds was received by him as such Receiver as aforesaid.

**AND WHEREAS** pursuant to liberty given to him the said Receiver Stanley Kissen Sawday contracted and agreed with the

Purchasers for absolute sale to them of the said messuage parcel of land hereditaments and premises Nos. 2A, 2B and 2C, Free School Street, ( now known as Mirza Ghalib Street) Calcutta free from all encumbrances at or for the said sum of Rs. 1,55,000/- (Rupees One Lacs Fifty Thousand ) only and on the 8<sup>th</sup> day of July 1942 received from the Purchasers the sum of Rs. 15,500/- (Rupees Fifteen Thousand Five Hundred) only as and by way of earnest and in part payment of the said purchaser money.

**AND WHEREAS** subject to due administration of the estates of the said Golam Hossain Cassim Ariff deceased and Ibrahim Golam Hossain Ariff deceased the parties of the first part are the absolute and sole beneficial owners of and otherwise well and sufficiently entitled to the said messuage parcel of land hereditaments and premises Nos. 2A, 2B, and 2C Free School Street now known as Mirza Ghalib Street in the town Calcutta particularly described in the schedule hereunder written and intended to be hereby granted conveyed and transferred for an absolute and indefeasible estate of inheritance in free simple in possession of an estate equivalent thereto free from all encumbrances.

**AND WHEREAS** Aisha Ariff and others are the only persons who are entitled to any share in the estate of Golam Hossain Cassim Ariff deceased and Ibrahim Golam Hossain Ariff deceased and Ibrahim Golam Hossain Ariff deceased and there is no other person is so entitled.

**AND WHEREAS** by an order bearing the date 12<sup>th</sup> Day of January 1943 made in the said suit No. 213 of 1941 on the application of the said Receiver and on notice to all parties to the said suit and the said and second part do execute and register a Conveyance along with the said Receiver upon being asked by him and that in the event of the said Aisha Ariff and others and Aisha Ariff and Ismail Golam Hossain Ariff or any of them failing or neglecting or refusing to do so the said receiver

be at liberty to execute and register the conveyance on behalf of the part including the minors refusing or neglecting to sign or register the same.

**AND WHEREAS** by the said order it was inter alia further ordered that the said Mortgage and do join in this conveyance and convey his right title and interest in the said message parcel of land hereditaments and premises to the Purchaser and in the event of his refusing or neglecting to do so the said Receiver be at liberty to execute and register the said conveyance on his behalf. In pursuance of the said orders dated 27<sup>th</sup> April 1942 and 12<sup>th</sup> January 1943 and the said agreement and in consideration of the premises the Vendors namely (1) Aisha Ariff (2) Ismail Golam Hossain Ariff and Azam Golam Hossain Ariff (3) Dorothy Jane Ariff (4) Aminia Ariff and (5) Stanley Kissen Sawday receiver appointed in suit No. 213 of 1941 – second and Hazi Anisur Rahman sold the above mentioned properties Nos. 2A, 2B, and 2C Mirza Ghalib Street, P.S. formerly Taltala at present New Market, Calcutta – 700 087, to Sri Indu Bhusan Dutta, Saila Bhusan Dutta, Sudhangshu Bhusan Dutta, Durga Bhusan Dutta Dutt, Brojendra Bhusan Dutt, Dwijendra Bhusan Dutt and Dwipendra Bhusan Dutt all sons of Kanai Lal Dutta on 17<sup>th</sup> March 1943 which was duly entered in Book No. 1, Volume No. 25, pages 189 to 203, being No. 661 for the year 1943 for the total consideration written in the above indenture free from all encumbrances.

**AND WHEREAS** the said Fani Bhusan, Moni Bhusan, Brojendra Bhusan, Dwijendra Bhusan, Dwipendra Bhusan, Saila Bhusan, Sudhansu Bhusan, Durga Bhusan and Indu Bhusan mutated their respective names in the Calcutta Municipal Corporation after purchasing the said property and thus became the absolute owners seized and possessed of and sufficiently entitled to ALL THAT the said Premises Nos. 2A, 2B and 2C Mirza Ghalib Street, P.S. formerly Taltala

at present New Market, Calcutta – 700 087 more fully described in the schedule hereinafter written.

**AND WHEREAS** Fani Bhusan, Saila Bhusan, Sudhansu Bhusan, Durga Bhusan & Indu Bhusan all deceased their legal heirs namely :-

1. Sri Sachin Kumar Dutt, son of late Sudhagshu Bhusan Dutt
2. Sri Somen Kumar Dutta, son of late Moni Bhusan Dutt
3. Sri Sandip Kumar Dutta, son of late Moni Bhusan Dutt
4. Smt. Mira Dutta, Wife of late Durga Bhusan Dutta
5. Sri Samar Kumar Dutta, son of late Durga Bhusan Dutta
6. Sri Sakti kumar Dutta, son of late Durga Bhusan Dutta
7. Sri Sajal Dutta, son of Late Durga Bhusan Dutta
8. Sri Sanjoy Dutta, son of Late Durga Bhusan Dutta
9. Sri Sachi Pati Dutt, son of Late Fani Bhusan Dutt
10. Sri Kanta Pati Dutt, son of Late Fani Bhusan Dutt
11. Sri Ramapati Dutt, son of Late Fani Bhusan Dutt
12. Smt. Minati Dutt, wife of Late Umapati Dutt
13. Smt. Ananya Datta daughter of Late Umapati Dutt
14. Smt. Angana Datta daughter of Late Umapati Dutt Dutt

became the absolute owners of the said property at 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, Calcutta – 700087 with existing owners namely:-

Brojendra Bhusan Dutt, Dwipendra Bhusan Dutt and Dwijendra Bhusan Dutt

**AND WHEREAS** in the event of thus happened the then owners of said property at 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087, containing an area of 18 cottahs 4 chittaks more or less together with very old structures thereon

were having their proportionate share holding in the said property which are as under:-

1. Sri Sachin Kumar Dutt is the owner of 25% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087
2. Sri Brojendra Bhusan Dutt, is the owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
3. Sri Dwipendra Bhusan Dutt, is the owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
4. Sri Dwijendra Bhusan Dutta, is the owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
5. Sri Somen Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
6. Sri Sandip Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
7. Sri Mira Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
8. Sri Samar Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
9. Sri Sakti Kumar Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
10. Sri Sajal Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
11. Sri Sanjoy Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
12. Sri Sachi Pati Kumar Dutt, is the owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
13. Sri Kanta Pati Kumar Dutt, is the owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.

14. Sri Rama Pati Kumar Dutt, is the owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
15. Smt. Minati Dutt, is the owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
16. Smt. Ananya Datta, is the owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.
17. Smt. Angana Datta, is the owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087.

**AND WHEREAS** said owners of said 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700 087 containing an area of 18 cottahs 4 chittaks more or less together with very old structures thereon namely(1). Sri Sachin Kumar Dutt being the then owner of 25% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087 (2).Sri Brojendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (3). Sri Dwipendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (4). Sri Dwijendra Bhusan Dutta, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (5). Sri Somen Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (6). Sri Sandip Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (7). Sri Mira Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (8). Sri Samar Kumar Dutta, being the then owner of 5% share in said property at 2A,

2B,2C, Mirza Ghalib Street, Calcutta – 700087, (9). Sri Sakti Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (10). Sri Sajal Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (11). Sri Sanjoy Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (12). Sri Sachi Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (13). Sri Kanta Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (14). Sri Rama Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (15). Smt. Minati Dutt, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (16). Smt. Ananya Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (17). Smt. Angana Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, jointly by way of a registered indenture dated 12<sup>th</sup> May, 1999, executed and registered in the office of the Additional Registrar of Assurances II, Calcutta being deed no. 1346 for the year 2002, sold, conveyed and transferred ALL THAT 50% share of premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700087 containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. thereon in favour of M/S TRAVLLERS EXPRESS CLUB, a proprietorship concern having its office at 20 Mirza Ghalib Street, P.S. New Market, Kolkata – 700016 represented by

its proprietor SMT. NASRIN PADHI, wife of Sri Neeraj Padhi of 6/5A, Swinhoe Street, P.S. Gariahat, Kolkata – 700019, being the Owner/Vendor No. 1 herein.

**AND WHEREAS** the concerned authority of the Kolkata Municipal Corporation upon consideration of right title, interest and possession of the owner/vendor no. 1 mutated the name of the Vendor No. 1 as owner of the 50% share in the said premises no. 2C, Mirza Ghalib Street under Assessee no. 110464700031.

**AND WHEREAS** by way of another registered indenture dated 12<sup>th</sup> May, 1999 executed and registered in the office of the Additional Registrar of Assurances II, Kolkata, by said owners of said 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700087 containing an area of 18 cottahs 4 chittaks more or less together with very old structures thereon namely (1). Sri Sachin Kumar Dutt being the then owner of 25% share in said property at 2A, 2B, 2C, Mirza Ghalib Street, Calcutta – 700087 (2). Sri Brojendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B, 2C, Mirza Ghalib Street, Calcutta – 700087, (3). Sri Dwipendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B, 2C, Mirza Ghalib Street, Calcutta – 700087, (4). Sri Dwijendra Bhusan Dutta, being the then owner of 10% share in said property at 2A, 2B, 2C, Mirza Ghalib Street, Calcutta – 700087, (5). Sri Somen Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B, 2C, Mirza Ghalib Street, Calcutta – 700087, (6). Sri Sandip Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B, 2C, Mirza Ghalib Street, Calcutta – 700087, (7). Sri Mira Dutta, is the owner of 5% share in said property at 2A, 2B, 2C, Mirza Ghalib Street, Calcutta – 700087, (8). Sri Samar

Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (9). Sri Sakti Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (10). Sri Sajal Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (11). Sri Sanjoy Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (12). Sri Sachi Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (13). Sri Kanta Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (14). Sri Rama Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (15). Smt. Minati Dutt, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (16). Smt. Ananya Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (17). Smt. Angana Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, jointly sold, conveyed and transferred ALL THAT 50% share of premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700087 containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. thereon in favour of M/S NIRVANA TOURS of 7D, Swinhoe Street, P.S. Gariahat, Kolkata – 700019 proprietorship concern represented by SRI NEERAJ PADHI, son of Sarat Chandra Padhi of Anil Moitro Road, P.S. Gariahat, Kolkata – 700019, being the Owner/Vendor No. 2. The said indenture dated

12<sup>th</sup> May, 1999 made in favour of the Owner No. 2 has been executed and registered but the same was lying pending under serial no. 2232/1999P because of non-payment of deficit stamp duty till 30.01.2014 and thereafter on 30.01.2014 the deficit stamp duty and registration fees has been paid by the said owner and thereupon the said Deed has been numbered as Deed No. 01173/2014 by the office of the Additional Registrar of Assurances – II, Kolkata on 30.01.2014 but the original deed has not been supplied to the said owner till date.

**AND WHEREAS** in the event of thus happened the Owner/Vendor No. 1 and 2 became joint Owners and persons in possession in respect of **ALL THAT** premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700087 containing an area of 9 cottahs 2 chittaks more or less together with structure thereon.

**AND WHEREAS** the Owner/Vendor Nos. 1 and 2 herein while thus jointly seized possessed and sufficiently entitled to **ALL THAT** premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087 containing an area of 9 cottahs 2 chittaks more or less together with structure thereon entered into an registered Agreement for Development dated 1<sup>st</sup> February, 2014, duly registered in the office of the Additional Registrar of Assurances II, Kolkata, and recorded in Book No. I, C.D. Volume No. 6, Pages from 3118 to 3164, Being No. 190201324 for the year 2014, with the developer herein, thereby empowering and authorizing the developer to construct a multistoried building thereon in accordance with the sanctioned plan to be sanctioned by the concerned authority of the Kolkata Municipal Corporation, and in the said Development Agreement along with other terms and

conditions it has been provided that the developer will bear all expenses as would be needed and/or to be incurred for the purpose of sanctioning building plan as also constructing multistoried building in terms and/or in accordance with the sanctioned plan. In view of incurring expenses towards sanctioning fees, as also for bearing the cost of construction the developer would get 45% of the built up area of the proposed building together with proportionate share on the land, common spaces and common amenities relating thereto which is collectively called and referred to as the "Super Built Up Area", which would be the developer's allocation and the developer herein would acquire right over the said property in respect of the developer's allocation. As such the Owner/Vendor Nos. 1 and 2 also gave registered Power of Attorney dated 15.06.2015, duly registered in the Office of the Additional Registrar of Assurances – III, Kolkata and recorded in Book No. IV, Volume No. 1903-2015, pages from 12535 to 12561, Being No. 190303193 for the year 2015 in favour of the Developer herein for doing needful for the purpose of Development on the land in respect its share including Sale, Assignment, Lease or Transfer right in any form in respect of developer's allocation reserved by the said registered Development Agreement dated 1<sup>st</sup> February, 2014, in the said property.

**AND WHEREAS** by way of a registered indenture dated 12<sup>th</sup> May, 1999 executed and registered in the office of the Additional Registrar of Assurances II, Kolkata, by said owners of said 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700087 containing an area of 18 cottahs 4 chittaks more or less together with very old structures

thereon said (1). Sri Sachin Kumar Dutt being the then owner of 25% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087 (2). Sri Brojendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (3). Sri Dwipendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B, 2C, Mirza Ghalib Street, Calcutta – 700087, (4). Sri Dwijendra Bhusan Dutta, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (5). Sri Somen Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (6). Sri Sandip Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (7). Sri Mira Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (8). Sri Samar Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (9). Sri Sakti Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (10). Sri Sajal Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (11). Sri Sanjoy Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (12). Sri Sachi Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (13). Sri Kanta Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B and 2C, Mirza Ghalib Street, Calcutta – 700 087, (14). Sri Rama Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (15). Smt.

Minati Dutt, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (16). Smt. Ananya Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (17). Smt. Angana Datta, being the then owner of 0.0833% share in said property at 2A, 2B, 2C, Mirza Ghalib Street, Calcutta – 700087, jointly sold, conveyed and transferred ALL THAT undivided 50% share of premises nos. 2A & 2B Mirza Ghalib Street, P.S. Taltala, K.M.C. ward no. 46, Kolkata – 700 087 containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. thereon in favour of Sri Farid Mirza, son of Abid Mirza, Smt. Faria Mirza wife of Farid Mirza being the Owner/Vendor Nos. 3 & 4 herein. The said indenture dated 12<sup>th</sup> May, 1999 made in favour of the Owner/Vendor Nos. 3 & 4 herein has been executed and registered but the same is lying pending under serial no. 2234/1999P because of non-payment of deficit stamp duty and deficit registration fees and the original deed will be completed upon payment of the said deficit stamp and deficit registration fees.

**AND WHEREAS** in the event of thus happened the Owner/Vendor Nos. 3 and 4 became joint Owners and persons in possession in respect of ALL THAT undivided 50% share of land measuring 9 cottahs 2 chittaks more or less equivalent to 4 (Four) Cottahs 9 (Nine) Chhittaks together with 50% share in the structure lying at Premises Nos. 2A & 2B, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087.

**AND WHEREAS** the Owner/Vendor Nos. 3 and 4 herein while thus jointly seized possessed and sufficiently entitled to ALL

THAT undivided 50% share of land measuring 9 cottahs 2 chittaks more or less equivalent to 4 (Four) Cottahs 9 (Nine) Chhittaks together with 50% share in the structure lying at Premises Nos. 2A & 2B, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087 entered into an registered Agreement for Development dated 24<sup>th</sup> September, 2014, duly registered in the office of the Additional Registrar of Assurances II, Kolkata, and recorded in Book No. I, Being No. 190212305 for the year 2014, with the developer herein, thereby empowering and authorizing the developer to construct a multistoried building thereon in accordance with the sanctioned plan to be sanctioned by the concerned authority of the Kolkata Municipal Corporation, and in the said Development Agreement along with other terms and conditions it has been provided that the developer will bear all expenses as would be needed and/or to be incurred for the purpose of sanctioning building plan as also constructing multistoried building in terms and/or in accordance with the sanctioned plan. In view of incurring expenses towards sanctioning fees, as also for bearing the cost of construction the developer would get 45% of the built up area of the proposed building together with proportionate share on the land, common spaces and common amenities relating thereto which is collectively called and referred to as the “Super Built Up Area”, which would be the developer’s allocation and the developer herein would acquire right over the said property in respect of the developer’s allocation. As such the Owner/Vendor Nos. 3 and 4 also gave registered Power of Attorney dated 16.10.2014, duly registered in the Office of the Additional Registrar of Assurances – III, Kolkata and recorded in Book No. IV, Being No. 190307254 for the year 2014 in favour of

the Developer herein for doing needful for the purpose of Development on the land in respect its share including Sale, Assignment, Lease or Transfer right in any form in respect of developer's allocation reserved by the said registered Development Agreement dated 24<sup>th</sup> September, 2014 in the said property.

**AND WHEREAS** by way of another registered indenture dated 12<sup>th</sup> May, 1999 executed and registered in the office of the Additional Registrar of Assurances II, Kolkata, by said owners of said 2A, 2B & 2C, Free School Street now known as 2A, 2B & 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700 087 containing an area of 18 Cottahs 4 Chittaks more or less together with very old structures thereon said (1). Sri Sachin Kumar Dutt being the then owner of 25% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087 (2). Sri Brojendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (3). Sri Dwipendra Bhusan Dutt, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (4). Sri Dwijendra Bhusan Dutta, being the then owner of 10% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (5). Sri Somen Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (6). Sri Sandip Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (7). Sri Mira Dutta, is the owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (8). Sri Samar Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087,

(9). Sri Sakti Kumar Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (10). Sri Sajal Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (11). Sri Sanjoy Dutta, being the then owner of 5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (12). Sri Sachi Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (13). Sri Kanta Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (14). Sri Rama Pati Kumar Dutt, being the then owner of 2.5% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (15). Smt. Minati Dutt, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, (16). Smt. Ananya Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700087, (17). Smt. Angana Datta, being the then owner of 0.0833% share in said property at 2A, 2B,2C, Mirza Ghalib Street, Calcutta – 700 087, jointly sold, conveyed and transferred ALL THAT undivided 50% share of premises nos. 2A & 2B Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700087, containing an area of 9 cottahs 2 chittaks more or less together with covered area of 11640 Sq. Ft. thereon in favour of Smt. Nafis Ara Begum, since deceased, wife of Abid Mirza, being the Owner/Vendor Nos. 3, 4 & 5 herein. The said indenture dated 12<sup>th</sup> May, 1999 made in favour of said Nafis Ara Begum has been executed and registered but the same is lying pending under serial no. 2231/1999P because of non-payment of deficit stamp duty and deficit registration fees and the original

deed will be completed upon payment of the said deficit stamp and deficit registration fees.

**AND WHEREAS** said Nafis Ara Begum, since deceased while thus seized, possessed and sufficiently entitled to ALL THAT undivided 50% share of land measuring 9 cottahs 2 chittaks more or less equivalent to 4 (Four) Cottahs 9 (Nine) Chhittaks together with 50% share in the structure lying at Premises Nos. 2A & 2B, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087 by way of Deed of Gift dated 12.09.2014, duly registered in the Office of the Additional Registrar of Assurances –II, Kolkata and recorded in Book No. I, CD Volume No.- 56, Pages from 4224 to 4254, being No. 11692 for the year 2014 gifted, transferred and conveyed in favour of her son namely Asad Mirza, being the Owner/Vendor No. 5 herein.

**AND WHEREAS** in the event of thus happened the Owner/Vendor Nos. 3, 4 and 5 became joint Owners and persons in possession in respect of ALL THAT undivided land measuring 9 cottahs 2 chittaks more or less equivalent to 4 (Four) Cottahs 9 (Nine) Chhittaks together with 50% share in the structure lying at Premises Nos. 2A & 2B, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087 and applied for mutation and upon consideration of right title interest and possession of the Owner Nos. 3 , 4 and 5 the concerned authority of the K.M.C. mutated the names of the Owner Nos. 3, 4 and 5 as owners in respect of said undivided land measuring 9 cottahs 2 chittaks more or less equivalent to 4 (Four) Cottahs 9 (Nine) Chhittaks together with 50% share in the structure lying at Premises Nos. 2A & 2B, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087 under Assessee No. 110464700018

**AND WHEREAS** the Owner/Vendor No. 5 herein while thus jointly seized possessed and sufficiently entitled to ALL THAT undivided 50% share of land measuring 9 cottahs 2 chittaks more or less equivalent to 4 (Four) Cottahs 9 (Nine) Chhittaks together with 50% share in the structure lying at Premises Nos. 2A & 2B, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087 entered into an registered Agreement for Development dated 9<sup>th</sup> October, 2014, duly registered in the office of the Additional Registrar of Assurances II, Kolkata, and recorded in Book No. I, CD Volume No.- 60, Pages from 2872 to 2906, Being No. 12429 for the year 2014, with the developer herein, thereby empowering and authorizing the developer to construct a multistoried building thereon in accordance with the sanctioned plan to be sanctioned by the concerned authority of the Kolkata Municipal Corporation, and in the said Development Agreement along with other terms and conditions it has been provided that the developer will bear all expenses as would be needed and/or to be incurred for the purpose of sanctioning building plan as also constructing multistoried building in terms and/or in accordance with the sanctioned plan. In view of incurring expenses towards sanctioning fees, as also for bearing the cost of construction the developer would get 45% of the built up area of the proposed building together with proportionate share on the land, common spaces and common amenities relating thereto which is collectively called and referred to as the “Super Built Up Area”, which would be the developer’s allocation and the developer herein would acquire right over the said property in respect of the developer’s allocation. As such the Owner/Vendor No. 5 also gave registered Power of Attorney dated 16.10.2014, duly registered in

the Office of the Additional Registrar of Assurances – III, Kolkata and recorded in Book No. IV, CD Volume No. 13, Pages from 3719 to 3740, being No. 07253 for the year 2014 in favour of the Developer herein for doing needful for the purpose of Development on the land in respect its share including Sale, Assignment, Lease or Transfer right in any form in respect of developer's allocation reserved by the said registered Development Agreement dated 9<sup>th</sup> October, 2014 in the said property.

**AND WHEREAS** thereafter the Owner Nos. 1 and 2 herein by way of a Deed of Gift dated 18<sup>th</sup> August, 2016 duly registered in the office of the A.R.A. - II, recorded in the Book No. I, C.D. Volume No. 1902-2016, Pages from 109745 to 109786, being No. 190203482 for the year 2016, gifted, transferred and conveyed **ALL THAT** 2% share in the residential land measuring 9 Cottah 2 Chittaks equivalent to 131 Sq. Ft. more or less togetherwith 2% share in the said 100 years old dwelling structure measuring 11640 Sq. Ft. equivalent to 333 Sq. Ft. i.e. Measuring 100 Sq. Ft. Cemented Floor on the Ground Floor, Measuring 100 Sq. Ft. Cemented Floor on the 1<sup>st</sup> Floor, Measuring 100 Sq.Ft. Cemented Floor on the 2<sup>nd</sup> Floor and Measuring 33 Sq.Ft. Cemented Floor on the 3<sup>rd</sup> Floor lying at premises no. 2C, Mirza Galib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700 087 in favour of the Owners Nos. 3, 4 and 5 herein.

**AND WHEREAS** the Owner Nos. 3, 4 and 5 herein also by way of a Deed of Gift dated 18<sup>th</sup> August, 2016 duly registered in the office of the A.R.A. - II, recorded in the Book No. I, C.D. Volume No.1902-2016, Pages from 109787 to 109829, being No. 190203483 for the year 2016, gifted, transferred and conveyed **ALL THAT** 2% share in the residential land measuring 9 Cottah

2 Chittaks equivalent to 131 Sq. Ft. more or less togetherwith 2% share in the said 100 years old dwelling structure measuring 11640 Sq. Ft. equivalent to 333 Sq. Ft. i.e. Measuring 100 Sq. Ft. Cemented Floor on the Ground Floor, Measuring 100 Sq. Ft. Cemented Floor on the 1<sup>st</sup> Floor, Measuring 100 Sq. Ft. Cemented Floor on the 2<sup>nd</sup> Floor and Measuring 33 Sq. Ft. Cemented Floor on the 3<sup>rd</sup> Floor lying at Premises No. 2A, Mirza Galib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700087 in favour of the Owner Nos. 1 and 2 herein.

**AND WHEREAS** in the event of thus happened the Owners herein became absolutely joint owners and persons in possession in respect of Premises No. 2A and 2C, Mirza Galib Street, P.S. formerly Taltala at present New Market, K.M.C. ward no. 46, Kolkata – 700 087, containing an area of 18 Cottahs 4 Chittacks be the same a little more or less and togetherwith structures thereon, as per deed and propose to constructed a building in the aforesaid premises.

**AND WHEREAS** thereafter upon the application for amalgamation, being Case No. M/046/21-DEC-16/2368, made by the said owners of the said two premises viz. premises no. 2C, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700 087 containing an area of 9 cottahs 2 chittaks more or less togetherwith structure thereon and Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087 containing an area of 9 cottahs 2 chittaks more or less togetherwith structure thereon, have been amalgamated and upon amalgamation of aforesaid two premises the amalgamated premises has been known and numbered as premises no. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market,

K.M.C. Ward No. 46, Kolkata – 700087, containing an area of 18 cottahs 4 chittaks more or less togetherwith structure thereon as per deed under Assessee No. 110464700018. Even though as per deed the total land in premises no. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087 is 18 cottahs 4 chittaks more or less but as per physical measurement of the available land is 17 Cottahs 03 Chittaks, 03 Sq. Ft., herein after referred to as the said property and morefully described in the Second Schedule hereunder written.

**AND WHEREAS** in terms of and/or in compliance of said three Development Agreements in respect of the said **ALL THAT** available land measuring about 17 Cottahs 03 Chittaks, 03 Sq. Ft. together with structures thereon lying at and being Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street together with structure thereon, the developer herein applied for sanction of Building Plan and thereupon the Building Plan of the proposed building has already been sanctioned by the concerned authority of the Kolkata Municipal Corporation being Building Permit No. 2022060033 dated 21.09.2022, Borough – VI, of the Kolkata Municipal Corporation and thereupon the construction of the proposed building was started and same has been completed as per sanctioned plan.

**AND WHEREAS** in the event of payment of the consideration money in terms of the said three Development Agreements dated 01.02.2014, 24.09.2014 and 09.10.2014, payment of the sanctioned fees amounting to Rs. 1, 13,35, 033/-

and incurring cost of construction at Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street Together With structures thereon, the developer herein acquired right over the said property in respect of the developer’s allocation and in terms of the said three General Power of Attorney the developer company has been empowered to represent the owners and/or to enter into the Agreement For Sale of the flats in respect of the developer’s allocation. It has been decided and/or agreed by and between the parties herein that the area of the proportionate share of the super built up area, staircase and common passage relating to the said unit will be imposed and determined as would be applied and / or applicable in case of other intending purchasers.

**AND WHEREAS** for avoiding the future completions all the owners of the said premises alongwith the Developer clarified between themselves the respective allocation of Flats/Units and Car Parking Spaces in the said proposed new building and on the basis of the said clarifications the Developer herein have got its demarcated allocations and the instant Flat viz. **ALL THAT** One Residential Flat, being **Flat No.** \_\_\_\_\_, measuring Covered area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Sq. Ft.**, on the \_\_\_\_\_ **Floor** of the building known as “ \_\_\_\_\_ ” lying at Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street, within the local Limits of Kolkata Municipal, hereinafter referred to as the “said Flat” and morefully described in the Third Schedule hereunder written, which is sold,

transferred and conveyed is within the said demarcated allocation of the Developer. Since instant Flat is being sold from the developer's allocation, so entire consideration money is received and taken by the Developer.

**AND WHEREAS** the developer herein on the consent and confirmation of the Owners of the said premises making them as parties entered into an Agreement for Sale on \_\_\_\_\_ with the Purchaser herein in respect of **ALL THAT** One Residential Flat, being **Flat No.** \_\_\_\_\_, measuring Covered area of \_\_\_\_\_ (**\_\_\_\_\_**) **Sq. Ft.**, on the \_\_\_\_\_ **Floor** of the building known as "\_\_\_\_\_" lying at Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street, within the local Limits of Kolkata Municipal, from the developer's allocation and the developer has received full payment towards consideration of the said Flat from the Purchaser.

**AND WHEREAS** for the reasons as aforesaid on the request and instance of the developer, the owners of the said premises being agreed to sell, convey and transfer do hereby and hereunder sell, convey and transfer **ALL THAT** One Residential Flat, being **Flat No.** \_\_\_\_\_, measuring Covered area of \_\_\_\_\_ (**\_\_\_\_\_**) **Sq. Ft.**, on the \_\_\_\_\_ **Floor** of the building known as "\_\_\_\_\_" lying at Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street, within the local Limits of Kolkata Municipal, in favour of the Purchaser and the Purchaser is also agreeable to

purchase the said Flat **ALL THAT** One Residential Flat, being **Flat No.** \_\_\_\_\_, measuring Covered area of \_\_\_\_\_ (\_\_\_\_\_) **Sq. Ft.**, on the \_\_\_\_\_ **Floor** of the building known as “\_\_\_\_\_” lying at Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street, within the local Limits of Kolkata Municipal, morefully described in Third Schedule hereunder written, and the common areas and facilities described in Fourth Schedule hereunder written at a total consideration of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) **only**, excluding G.S.T. amount. It is mentioned herein that the consideration of this Deed is including T.D.S. has been borne by the Developer herein.

**AND WHEREAS** the owners/vendors and the developer have agreed to sell and transfer and the Purchaser has agreed to purchase and acquire on ownership basis **ALL THAT** One Residential Flat, being **Flat No.** \_\_\_\_\_, measuring Covered area of \_\_\_\_\_ (\_\_\_\_\_) **Sq. Ft.**, on the \_\_\_\_\_ **Floor** of the building known as “\_\_\_\_\_” lying at Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street, within the local Limits of Kolkata Municipal, also together with the undivided proportionate share or interest in all common parts, portions, areas and facilities/amenities comprised in the said building and/or the said Premises morefully and particularly mentioned and described in the Fourth Schedule hereunder written and Together With the

undivided indivisible proportionate share or interest in the land comprised in the said Premises and attributable thereto but without any right over and in respect of excluded portion at the said Premises hereinafter collectively referred to as the said Flat and the properties appurtenant thereto.

**AND WHEREAS** The Purchaser having made full payment of the amount of consideration agreed to be paid in terms of the said Sale Agreement in respect of the said Flat and the properties appurtenant hereto has requested the Developer herein to execute the Deed of Conveyance in respect of the said Flat and the properties appurtenant thereto which the Developer has agreed to do so subject to the terms and conditions hereinafter appearing. It is provided here in this Deed certain expressions have been assigned the meaning as would appear from the First Schedule hereunder written.

**NOW THIS INDENTURE WITNESSETH** that in the pursuance of the said Agreement and in pursuance of the consideration of a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only**, of the lawful money of the Union of India well and truly paid by the Purchaser to the developer as per memo below at or before the execution hereof (the receipt whereof the developer do hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchaser and also the said Flat and the Properties Appurtenant thereto hereby intended to be sold and transferred) the owners/vendors with the instance, request consent and concurrence of the Developer, at the request of the Purchaser doth hereby sell transfer convey, and or release relinquish and disclaim all its right title interest into or upon the said Flat and Properties Appurtenant thereto unto and in favour of the Purchaser herein

absolutely and forever do hereby sell transfer convey assure grant and assign **ALL THAT** One Residential Flat, being **Flat No.** \_\_\_\_\_, measuring Covered area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Sq. Ft.**, on the \_\_\_\_\_ **Floor** of the building known as “ \_\_\_\_\_ ” lying at Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street, within the local Limits of Kolkata Municipal, hereinafter referred to as “the Said Flat” situated whereof is shown and delineated in the map or plan hereto annexed and bordered in RED thereon Also together with the proportionate share or interest in all other common areas, parts and portions facilities and/or amenities comprised in the said building at the said Premises (morefully and particularly mentioned and described in the Fourth Schedule hereunder written) and also the undivided impartible indivisible proportionate share or interest in the land comprised in the said Premises and attributable to the said Flat (hereinafter referred to as the Undivided Share) unto and in favour of the Purchaser and the said Flat and the undivided proportionate share in all common parts portions areas and facilities and the said undivided share are hereinafter collectively referred to as the Said Flat and the Properties Appurtenant thereto together with the right to use the common areas installations and facilities in common with the other Flat Owners/Co-Purchaser and the owners and other lawful occupants of the New Building excepting and reserving but such right easements and quasi easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Flat and the Properties Appurtenant thereto (morefully and particularly mentioned and described in the Sixth Schedule hereunder written) **TO HAVE AND TO HOLD** the said Flat hereby sold transferred and conveyed and every part thereof unto and to the use of the

Purchaser subject to the restrictions (morefully and particularly mentioned and described in the Seventh Schedule hereunder written) And also subject to the Purchaser making payment of the maintenance charges and other charges payable in respect of the said Flat and the Properties Appurtenant thereto (such Maintenance Charges morefully and particularly mentioned and described in the Eighth Schedule hereunder written) to the Society and/or Association Flat Owners' Association.)

II. AND THIS DEED FURTHER WITNESSETH that in consideration of the said Sale Agreement and in pursuance of the obligation of the developer to execute the Deed of Conveyance in respect of the said undivided share and for beneficial use and enjoyment of the said Flat and Properties Appurtenant thereto the owners/vendors do hereby sell transfer convey assure assign release and relinquish unto and in favour of the Purchaser herein All That the undivided impartible indivisible proportionate share or interest in the said land comprised and forming part of the said Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street together with structure thereon, containing an area of about 17 (Seventeen) Cottahs 3 (Three) Chhitaks, 03 (Three) Sq. Ft., togetherwith structure thereon, attributable to the said Flat (hereinafter referred to as the Undivided Share) To Have and to Hold the same absolutely and forever unto and to use of the Purchaser.

III. AND THE OWNERS/VENDORS AND DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

(a) That notwithstanding any act deed matter or thing whatsoever by the owners/vendors and/or developer done or expected or knowingly suffered to the contrary the owners/vendors are now lawfully rightfully

and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Flat and the properties appurtenant thereto hereby granted sold conveyed transferred assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

(b) That notwithstanding any act deed or thing whatsoever done as aforesaid the owners/vendors now has good right full power and absolute authority to grant convey transfer sell and assign all and singular the said Flat and the properties appurtenant thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchaser in the manner as aforesaid.

(c) That the said Flat hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands charges encumbrances liens attachments leases lispens debuttar or trust made or suffered by the owners/vendors or any person or persons having or lawfully or equitably claiming any estate or interest therein under or in trust for the owners/vendors.

(d) That the Purchaser shall and may at all times hereafter peaceably and quietly hold possess and enjoy the said Flat and receive all the rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the owners/vendors or any person or persons having or lawfully or equitably claiming as aforesaid. Since the Purchaser acquired absolute ownership of the said Flat, by the purchase by registered Deed upon payment of full consideration, so the Purchaser shall have every liberty to mortgage, lien, charges, Gift, sale or any type of Transfer without the consent of the Vendors as also Developer.

(e) That the Purchaser shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all claims

demands charges encumbrances liens attachments leases lispendens debuttar or trust or claims and demands whatsoever created occasioned or made by the Owners/Vendors or any person or persons lawfully or equitably claiming as aforesaid.

(f) AND FURTHER THAT the owners/vendors and all persons having or lawfully or equitably claiming any estate or interest in the said Flat or any part thereof through under or in trust for the owners/vendors and/or the developer shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the said Flat and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

(g) That the owners/vendors and developer have not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the said Flat hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

(h) That from the date of getting actual possession of the said Flat as also execution and registration of instant Indenture the Purchaser shall not cause any default in respect of payment of maintenance of the said building to the Developer till the owners' association is formed. After the owners' association is formed the payment of maintenance would be made by the Purchaser as like as other co-owners of the said building month by month to the said owners' association.

(i) That the Developer shall not make any delay in respect of collecting the municipal taxes and to make payment thereof to the KMC till separate assessment is made in favour of the Purchaser herein.

(j) That the owners/vendors shall not make any delay in respect of signing the necessary papers and documents as also in respect of

showing, placing and producing the original documents relating to title of the premises and the developer shall not make any delay in handing over sanction building plan, clearance certificate occupancy certificate and other certificates relating thereto and/also to supply the Xerox copies of the same to the Purchaser as would be necessary for the purpose of separation and mutation, installations of new electric meter in the name of the Purchaser and also formation of owners' association.

(k) AND FURTHER that the owners/vendors and/or the developer shall and will at all times, indemnify and keep harmless the Purchaser her heirs and/or successors and/or assigns from or against all encumbrances, charges, claims and demands whatsoever in respect of the said premises hereby sold or conveyed.

IV. AND THE PURCHASER 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 FLAT HEREBY CONVEYED AND HEREBY COVENANT WITH THE OWNERS/VENDORS AS FOLLOWS :-

a) That the Purchaser and all other persons deriving title under them shall and will at all times hereafter shall observe the restrictions/house rules regarding the user of the said Flat and also the obligations set forth in the Seventh Schedule hereunder written.

b) That the Purchaser shall at all times from the date of possession regularly and punctually makes payment of all the municipal rates and taxes and other outgoings including cesses, multi-storied building tax, water tax, urban land tax, if any, and other levies impositions and outgoings which may from time to time be imposed or become payable in respect of the said Flat and proportionately for the new building as a whole and proportionately for the common parts and portions.

c) That the Purchaser shall within 6 months from the date of execution of these presents shall apply for obtaining mutation of her name as the owner of the said Flat from the Kolkata Municipal Corporation and shall also obtain separate assessment of the said Flat and so long the said Flat is not separately assessed the Purchaser shall pay the proportionate share of the assessed municipal tax and other taxes and impositions payable in respect of the new building, as may be determined and fixed by the developer to the developer.

V. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

(a) That the undivided share in the land comprised in the said premises and the proportionate share in common parts and portions hereby sold and transferred and attributable to the said Flat shall always remain indivisible and impartible unless specified.

(b) The right of the Purchaser shall remain restricted to the said Flat and proportionate share or interest in the common parts, portions areas, facilities and/or amenities comprised in the said building and/or the said premises.

(c) That the Unit Owners of the Ground Floor and First Floor would not have any right of using the roof but the ultimate roof of the said building shall remain as part of the common area or portion without any exclusive right for the Purchaser and/or the owners of various residential flats having common utilities situated thereon such as overhead water tank, stair covers etc. and the same shall remain common for use by the Purchaser in common with other co-Purchasers and/or occupants of the residential Flats and the key of the roof Gate would be kept to the developer unless owners' association is formed and after formation of owners' Association the said key would be kept to the said Association.

(d) The said new building shall always be known as “\_\_\_\_\_”

(e) The owners/vendors have already provided for separate electricity meter for the said Flat in the name of the Purchaser and the Purchaser shall be liable and agree to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.

VI. AND THE PURCHASER hereby further agrees and covenants with the Owners/Vendors as also the developer as follows:-

I. The Purchaser along with other flat/Flat owners in the building known as “\_\_\_\_\_” will form a Flat Owners’ Association being a company or society or association to hold the common parts and portions and also to provide maintenance of such common parts and portions and rendition of the common services and the Purchaser shall be liable and has agreed to contribute the proportionate share for common services as well as maintenance charges. Until formation of the said Flat owners’ association said proportionate share for common services as well as maintenance charges shall continue to be paid to the Developers and in no event the Purchaser shall withhold payment of the services and maintenance charges.

II. AND IT IS HEREBY expressly agreed that this Deed of Conveyance shall supersede all previous agreement brochures arrangements representations and writings and the parties hereto shall be governed by the terms and conditions herein contained.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(DEFINITIONS)**

1.1 Common Purposes shall mean and include the purpose of maintaining the said premises and the said new building and in particular the common parts portions areas and meeting of the common expenses and matters relating to mutual rights and

obligations of the owners of various Flats and common use and enjoyment thereof.

- 1.2 Common Expenses shall mean the common expenses to be paid borne and contributed by the intending Purchasers(s) in proportion to the area of their respective flat(s)/Flat(s) for rendition of common services to the said Flat owners' association morefully and particularly mentioned and described in the Eight Schedule hereunder written.
- 1.3 Common Parts and Portions shall mean and include lobbies corridors staircases, hallways, passage-ways, driveways, lifts, lift-shafts, sub-stations, pump rooms, machine room, meter room, maintenance room, transformer room, overhead water tank, underground reservoir, generator, common roof, generator room, common lavatories in the said building, and other facilities and/or spaces comprised in the said new building and particularly mentioned and described in the Fourth Schedule hereunder written.
- 1.4 Common Roof shall mean All that the ultimate roof of the building whereon is situated overhead water tank, lift room, stair cover and other facilities and shall be available for use by the Purchaser in common with co-Purchasers and/or occupants of the said building as mentioned above.
- 1.5 Owners/Vendors shall mean the said **1. M/S TRAVLLERS EXPRESS CLUB**, a proprietorship concern having its office at 20, Mirza Galib Street, P.O.- Park Street, P.S.- New Market, Kolkata – 700016, represented by its proprietor **SMT. NASRIN PADHI**, wife of Sri Neeraj Padhi, by faith – Hindu, by Occupation- Business, by nationality- Indian of 6/5A, Swinhoe Street, P.O.- Ballygunge, P.S. Gariahat, Kolkata – 700019, **2. M/S NIRVANA TOURS** of 7D, Swinhoe Street, P.O.- Ballygunge, P.S. Gariahat,

Kolkata – 700019, proprietorship concern represented by **SHRI NEERAJ PADHI**, son of Sarat Chandra Padhi, by faith – Hindu, by Occupation- Business, by nationality- Indian of 7D, Swinhoe Street, P.O.- Ballygunge, P.S. Gariahat, Kolkata – 700019, **3. FARID MIRZA**, son of Late Abid Mirza, by faith – Muslim, by occupation- Business, by nationality- Indian, **4. FARIA MIRZA**, wife of Farid Mirza, by faith Muslim, by occupation -Housewife, nationality- Indian, both residing at – 10/11, Mitra Lane, P.O.- Burrobarazar, P.S. - Jorasanko, Kolkata – 700 007, **5. ASAD MIRZA**, Son of Late Abid Mirza, by faith – Muslim, by occupation – Business, nationality- Indian, residing at – 10/11, Mitra Lane, P.O.- Burrobarazar, Police Station - Jorasanko, Kolkata – 700 007 and shall include their respective heirs, executors, administrators, legal representatives and assigns.

- 1.6 The Developer shall mean the said **BEEU REALTY PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its Registered Office at 267, B. B. Ganguly Street, P.O. + P.S. – Bow Bazar, Kolkata - 700 012 and shall include its successor or successors in office/interest and assigns.
- 1.7 Flats/Flats shall mean the various/flats/Flats/apartments/constructed spaces etc. capable of being occupied independently of each other.
- 1.8 Masculine Gender shall include feminine and neutral genders as well.
- 1.9 New Building shall mean the new building has been constructed on the said premises in accordance with the plan already sanctioned by the Kolkata Municipal Corporation with such modification variations permitted by the Kolkata Municipal Corporation.

- 1.10 The Purchaser shall mean the said \_\_\_\_\_, son/daughter of \_\_\_\_\_, by faith- \_\_\_\_\_, by occupation – \_\_\_\_\_, by nationality - Indian, residing at \_\_\_\_\_, P.O.- \_\_\_\_\_, P.S.- \_\_\_\_\_, Kolkata- \_\_\_\_\_, and shall include his/her heirs, heiress, representatives, executors, administrators, legal representatives and assigns.
- 1.11 The Premises shall mean All that the Municipal Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street together with structure thereon, containing an area of about 17 (Seventeen) Cottahs 3 (Three) Chhitaks, 03 (Three) Sq. Ft., togetherwith structure thereon, (morefully and particularly mentioned and described in the Second Schedule hereunder written.)
- 1.12 Restriction/House Rules shall mean various restrictions regarding the user/holding of the said Flat as hereinafter stated and morefully and particularly mentioned and described in the Seventh Schedule hereunder written.
- 1.13 Sanctioned Plan shall mean the building plan sanctioned by the Kolkata Municipal Corporation Sanctioned Building Permit No. 2018060021 dated 02/08/2018, Borough – V and shall include such modification or variation as permitted by K.M.C.
- 1.14 The said Flat and the Properties Appurtenant Thereto shall mean **ALL THAT** One Residential Flat, being **Flat No.** \_\_\_\_\_, measuring Covered area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Sq. Ft.**, on the \_\_\_\_\_ **Floor** of the building known as “ \_\_\_\_\_ ” lying at Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087,

being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street, within the local Limits of Kolkata Municipal Together with the undivided indivisible impartible proportionate share or interest in the land comprised in the said premises and attributable to the said Flat Together with the proportionate share in the common parts portions areas facilities and/or amenities comprised in the said building at the said premises (such common parts and portions morefully and particularly mentioned and described in the Fourth Schedule hereunder written) the said Flat capable of being held and/or enjoyed independently (morefully and particularly mentioned and described in the Third Schedule hereunder written. )

- 1.15 Association or Organizations shall mean the Flat Owners Association or a Society or an Association as shall be formed by the flat owners in the said building.
- 1.16 Singular Number shall include plural number as well.
- 1.17 Undivided Impartible Proportionate Share in the Land shall mean the undivided impartible indivisible proportionate share in the land comprised in the said premises described in the Second Schedule hereto, appurtenant to the said Flat and inter alia, agreed is being sold to the Purchaser herein, which shall always be impartible and shall be proportionate to the covered area of the said Flat and shall also include such shares appurtenant to all other Flats comprised in the new building wherever the context so permits.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(The Said Premises)

**ALL THAT** available land measuring about 17 Cottahs 03 Chittaks, 03 Sq. Ft. together with structures thereon lying at and being Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street together with structure thereon, and butted and bounded in the manner as follows:-

On the North	:	Market Street.
On the South	:	K.M.C. Land
On the East	:	Mirza Ghalib Street
On the West	:	Premises No. 12, Market Street.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(The Said Flat )

**ALL THAT** One Residential Flat, being **Flat No. \_\_\_\_\_**, measuring Covered area of \_\_\_\_\_ ( \_\_\_\_\_ ) **Sq. Ft.**, on the \_\_\_\_\_ **Floor** of the building known as “ \_\_\_\_\_ ” lying at Premises No. 2A, Mirza Ghalib Street, P.S. formerly Taltala at present New Market, K.M.C. Ward No. 46, Kolkata – 700087, being amalgamated three premises of Premises No. 2C, Mirza Ghalib Street, 2A and 2B, Mirza Ghalib Street, within the local Limits of Kolkata Municipal Together With the undivided impartible proportionate share or interest in the land comprised in the said Premises and attributable/allocable to the said Flat and also together with the proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the said building at the said Premises (such common parts and portions morefully and particularly mentioned and described in the Fourth Schedule hereunder written). The said Flat, being Flat No. \_\_\_\_\_ is clearly shown in the annexed site plan being delineated by **Red Ink**

border which site plan is part and parcel of this Deed and the said Flat, being Flat No. 2F which is butted and bounded as follows :-

On the North :  
 On the South :  
 On the East :  
 On the West :

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

(The Common Areas, Parts and Portions)

1. The foundation columns girders beams support main walls roofs corridors lobbies stairs stairways landings entrances exits and pathways.
2. Drains and sewers from the premises to the municipal duct.
3. Existing vacant spaces around the said premises drawing of the building side walls, water electric connection, sewerage and other civil amenities of the said premises for common use.
4. Common drive ways and lobby on the ground floor save and except the open car parking spaces reserved.
5. Water sewerage and drainage connection pipes from the Flats to drains and sewers common to the premises.
6. Office for the Association of the Flat Owners.
7. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
8. The security & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
9. Boundary walls of the premises including outer side of the walls of the building and main gates and also security check points.

10. Water pump and motor with installations and room thereof and other common plumbing installations.
11. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
12. All electrical installations, electrical sub-stations and all electrical wiring, meters and fittings excluding those as are installed within the exclusive areas of any apartment/flat and/or exclusively intended for its use.
13. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required thereof.
14. Windows/doors/grills and other fittings of the common area of the premises.
15. Generator its installations and its allied accessories and room.
16. Lifts and their accessories installations and spaces required thereof.
17. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said premises and/or the building as are necessary for passage to for use and occupancy of the flats/Flats as are necessary.
18. Fire fighting and lobby in the ground floor excepting open car parking area.
19. Letter boxes with names in the lobby on the ground floor.
20. All other facilities and amenities in the premises which are intended for common use.
21. Such other common parts areas equipments installations fixtures fittings and spaces in or about the said multi storied building as are necessary for the use and occupancy of the flat

in common and as are specified by the Owners/Vendors expressly to be common part including the ultimate roof and/or terrace.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

(Easement or Quasi Easements)

The under mentioned rights easements and quasi-easements privileges and appurtenances shall be reserved for the flat owners.

1. The right in common with the Purchaser and/or other person or persons entitled to the other part or parts of the new building as aforesaid for the ownership and use of common part or parts of the new building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchaser and other person or persons as aforesaid of electricity water and soil from and to any part (other than the said Flat ) of the other part or parts of the new building through pipes, drains, wires, conduits lying or being under through over the said Flat so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the new building for all purposes whatsoever.
3. The right of protection for other portion or portions of the new building by all parts of the said Flat as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the said Flat as far as they now protect the same or as may otherwise become vested in the Purchaser by means of structural alterations to the said Flat or otherwise in any manner to lessen or diminish the

support at present enjoyed by other part or parts of the new building.

4. The right of the flat owners and/or occupier or occupiers of other part or parts of the new building for the purpose of ingress and egress to and from such other part or parts of the new building the front entrances staircase, electrical installations open and covered space and other common passages or paths of the new building,
5. The right of the flat owners or its authorized agents with or without workmen and necessary materials to enter from time to time upon the said Flat for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead reservoir, firefighting equipment as aforesaid.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

The Purchaser shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easement and appurtenances whatsoever belonging to or in any way appertaining to the said Flat or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter morefully specified Excepting And Reserving unto the flat owners' association the rights easements quasi-easements privileges and appurtenances hereinafter more particularly set forth in the Fifth Schedule hereto.

1. The right of access and passage in common with the flat owners' association and/or the co-owners and occupiers of the building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tube well, lifts and

electrical installations and facilities in the new building and the said premises.

2. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said Flat with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and Provided Always and it is hereby declared that nothing herein contained shall permit the Purchaser or any person deriving title under the Purchaser or the servants agents employees and invitees of the Purchaser to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the co-owners and the flat owners' association along such drive way and path ways as aforesaid.
3. The right of support, shelter and protection of the said Flat or from all parts of the new building so far as they now support shelter or protect the same.
4. The right of passage in common as aforesaid electricity water and soil from and to the said Flat through pipes drains wires and conduits lying or being in under through or over the new building and the said premises so far as may be reasonable necessary for the beneficial occupation of the said Flat and for all purposes whatsoever.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**

(Restrictions/House Rules)

As from the date of possession of the said Flat the Purchaser agrees and covenants.

- a) To co-operate with the other co-Purchasers and/or co-buyers and the Owners/Vendors and/or Developer in the management and maintenance of the said building.

b) To observe the rules framed from time to time by the Developer and upon formation of the association by the owners of the Flat or co-operative society or private limited company (hereinafter referred to as “the Flat Owners’ Association” for quite and peaceful enjoyment of the said building as a decent building.

c) To allow the Developer and/or their authorized representative and upon formation of the flat owners’ association, such flat owners’ association, to enter into the said Flat and/or common parts and areas including the Utility Room for the purpose of maintenance and repairs, with prior information/notice.

d) To pay and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including those mentioned in the Eight Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Flat and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Developer and upon the formation of the association of co-operative society or private limited company. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Flat has been taken or not by the Purchaser.

e) To pay charges for electricity proportionately in or relating to the common parts.

f) Not to throw dirt rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound on any portion of the building except in the space for garbage to be provided in the ground floor of the said building.

g) Not to store or bring and allow to be stored and brought in the said Flat any goods of hazardous or combustible nature or which are

so heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc in any manner.

h) Not to do or cause anything to be done in or around the said Flat which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

i) Not to damage or demolish or cause to be damaged or demolished the said Flat or any part thereof or cause damage to the fittings and fixtures affixed thereto.

j) Not to do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Flat or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.

k) To abide by such building rules and regulations as may be made applicable by the Developer before the formation of the flat owners' association and after the flat owners' association is incorporated to comply with and/or adhere to the building rules and regulations of the Flat owners' association.

l) Not to do or permit to be done any act deed or thing whereby the sentiments of other occupiers are in any way injured or hurt.

**THE EIGHT SCHEDULE ABOVE REFERRED TO:**

(Common Expenses)

1. All cost of maintenance, operating, replacing white washing painting rebuilding, reconstructing, decorating, and lighting the common parts and also the outer walls of the building.
2. Paying a fair proportion of the cost of clearing repairing installing any drains and sewers forming part of the property.

3. Cost and charges of establishment of maintenance of the building/premises and for the watch and ward staff, electricity charges for common area.
4. Municipal Taxes, Multi Storied Building Tax if any outgoings save those separately assessed or charged on the respective Units/Flats.
5. All charges and deposits for supplies and maintenance of common facilities and utilities.
6. All other expenses and outgoings as are deemed by the flat owners' association to be necessary or incidental and/or for regulating interest and/or the rights of the flat owners.

**IN WITNESS WHEREOF** the parties herein put the respective signatures on the day, month and year first above written.

**IN PRESENCE OF  
WITNESSES:**

1.

2.

**SIGNATURE OF THE OWNERS/VENDORS**




**WITNESSES:**

1.

2.

***DEVELOPER***