

DEED OF CONVEYANCE

THIS INDENTURE is made on this _____ day
of _____, Two Thousand and Twenty Four (2024).

BETWEEN

M/S SHARDA MINERALS PVT. LTD. (PAN: _____) a company within the meaning of the companies Act, 2013, having its registered office at 29/1/A, Chandra Nath chatterjee Street, LP-U. G Ground Floor, Post office-_____, PS-_____, Kolkata-700025 represented by its director namely **MR. SANJAY KUMAR SHARDA** (PAN AHWPS4875Q) son of Late K.P. Sharda, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at 7C, Priyanath Mullick Road, Flat No. 4A, P.O. & P.S.-Bhowanipore, Kolkata-700025, duly authorized to execute this agreement by virtue of a Board Resolution dated _____ and **(2) SMT. LEENA SHARDA** (PAN ATMPS4600B) wife of Mr. Sanjay Kumar Sharda by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at 7C, Priyanath Mullick Road, Flat No. 4A, P.O. & P.S.-Bhowanipore, Kolkata-700025, hereinafter jointly called and referred to as the **“OWNERS/PROMOTERS”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their/its heirs, successors and/or successors-in-interest and assigns) of the ONE PART.

AND

[If the Allottee is a Company]_____, **(CIN No....)** a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be, having its registered office at _____(PAN_____), represented by its authorized signatory, _____(Aadhar No._____) duly authorized vide board resolution dated_____hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

(or)

[If the Allottee is a Partnership], _____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____(PAN _____) represented by its authorised partner, _____(Aadhar No. _____) authorised vide _____ hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

(or)

[If the Allottee is a HUF]

Mr./Mrs. _____(Aadhar No. _____) son/daughter of _____aged about _____FOR SELF AND AS THE Karta of the Hindu Joint Family known as HUF, having its place of business/residence at _____ (PAN _____) hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

(or)

[If the Allottee is an individual]

Mr./Mrs. _____(Aadhar No. _____) son/daughter of _____aged about _____residing at _____(PAN _____) hereinafter referred to as the Purchasers (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns)

The Promoters and Purchasers shall hereinafter collectively be referred to as the Parties and individually as a Party of the **SECOND PART:**

SECTION- I # INTERPRETATION:

WHEREAS:

A. In these presents, unless there be something contrary or repugnant to the subject or context, the following terms (whether used as capitalized terms or not) shall have the respective meanings which have been assigned thereto:

- (i) **“Act”** means the Real Estate (Regulation and Development) Act, 2016.
- (ii) **“Regulations”** means the regulations made under the Real Estate (Regulation & Development) Act. 2016.
- (iii) **“Agreed Consideration”** shall mean the consideration mentioned in **PART-I** of the **FIFTH SCHEDULE** hereto and payable by the Purchaser to the Builder for acquiring the said Unit.
- (iv) **“Architects”** shall mean any Architect whom the Owners/Promoters have appointed as the Architects for the Project / Buildings time to time.
- (v) **“Association”** shall mean an Association, Syndicate, Committee, Body, Society or Company which would comprise the purchasers of Units and the Builder as may be required and be formed or incorporated at the instance of the Builder for the Common Purposes with such rules and regulations as shall be framed by the Builder.
- (vi) **“Buildings”** shall mean **“LEENASA 87A”** having different Residential and Commercial Apartments along with Car Parking Space in G+4 storied Building including such other constructions and/or structures, as may be constructed on the Premises by the Builder from time to time.
- (vii) **“Built-Up Area”** and/or **“Covered Area”** in relation to a Flat shall mean the floor area of that Flat including the area of balconies and terraces, if any attached thereto, and also the thickness of the walls (external or internal) and the columns and pillars therein Provided That if any wall, column or pillar be common between two Flats, then one-

half of the area under such wall column or pillar shall be included in the built-up area of each such Flat.

- (viii) **“Carpet Area”** means the net usable floor, area of an Flat/Apartment, excluding the area covered by the external walls, areas under services shafts, excluding balcony or verandah area and exclusive open terrace, but includes the area covered by the internal partition walls of the flat/apartment;
- (ix) **“Car Parking Area”** means an area either enclosed or unenclosed, covered or open excluding open car parking areas reserved for common areas and facilities to park vehicles located at any level and includes all types of car parking areas sanctioned by the Competent Authority;
- (x) **“Common Area”** means-
- i) the entire land for the real estate project or where the project is developed in phase and registration under the THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016, the entire land for that phase;
 - ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of the building;
 - iii) the common basements, terraces, parks, play areas, visitors car parking areas and common storage spaces;
 - iv) the premises for the lodging of persons employed for the managements of the property including accommodation for watch and ward staffs or for the lodging of community service personal;
 - v) Installations of central services such as electricity, lift, gas, water, and sanitation, air-conditioning and incinerating system for water conservation and renewal energy;
 - vi) the water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - vii) all community and commercial facilities as provide in the real

estate project;

viii) all other portion of the project necessary or convenient for its maintenance, safety etc., and in common use;

- (xi) **“Common Expenses”** shall mean and include all expenses for the maintenance, management and upkeep of the Buildings, the Common Area/Portions, and the Premises and also the expenses for Common Purposes of the Unit Owners and shall be payable proportionately by the Purchaser periodically as part of maintenance charges.
- (xii) **“Common Portions”** shall mean the common areas and installations in the Buildings and the Premises that are more fully and particularly mentioned in the **THIRD SCHEDULE** hereto.
- (xiii) **“Common Purposes”** shall include the purposes of managing and maintaining the Premises, the Buildings and in particular the Common Portions, rendition of services in common to the Unit Owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Unit Owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Portions in common.
- (xiv) **“Corpus Deposit or Sinking Fund”** shall mean a deposit comprising of amounts to be paid / deposited and/or contributed by each Unit Owner, including the Purchaser herein, towards future capital expenses or major maintenance which shall be held by the maintenance Agency/Company/Association.
- (xv) **“Family Members”** shall mean, and includes husband, wife minor son and unmarried daughter wholly dependent on a person.
- (xvi) **“Land”** shall mean the entire **ALL THAT** the piece and parcel of land containing an area of 14 (Fourteen) cottah 15 (Fifteen) chittacks 6 (six) square feet, be the same a little more or less, situate lying at being Premises No. 87A, Harish Mukherjee Road (being amalgamated premises of 87A and 87B, Harish Mukherjee

Road, Kolkata – 700026, under Police Station- Bhowanipore, Ward No. 73 of the Kolkata Municipal Corporation, with all easement rights, more fully & particularly mentioned and described in the **First Schedule** hereunder written.

- (xvii) **“Maintenance Agency”** shall mean the Builder or any association, society, company, body or committee formed/appointed by the Builder/Promoter for the Common Purposes.
- (xviii) **“Municipal Corporation”** shall mean the Kolkata Municipal Corporation and shall also include other concerned authorities that may recommend, comment upon, approve, sanction, modify and/or revise the Plans.
- (xix) **“Notice of Possession”** shall mean the notice given by the Builders/Owners/Promoters to the Purchaser stating that the said Unit is ready for possession.
- (xx) **“Plan”** or **“Plans”** shall mean the plan sanctioned by the Kolkata Municipal Corporation; vide building permit bearing No. 2023090081 dated 6th January, 2024 (Valid upto 5th January, 2029) for construction of the Buildings at the Land and shall include any other plan or plans sanctioned by any other department or departments authorised to do so and shall also include all its variations, modifications, alterations, amendment, validation, revalidation, renewals, extensions, if any, that may be made or obtained by the Vendors and/or the Builder from time to time.
- (xxi) **“Premises”** shall mean the Land including the Buildings and other structures to be constructed thereon.
- (xxii) **“Project”** shall mean the work of development undertaken and to be done by the Builders/Promoters/Owners jointly in respect of the Premises and/or any modification or extension thereof till such development of the Premises is completed and possession of the completed Flats / Units are made over to the respective Unit Owners.

- (xxiii) **“Proportionate”** with all its cognate variations shall mean the ratio the Covered Area of any Flat may bear to the Covered Area of all the Flats in the Buildings.
- (xxiv) **“Proportionate Undivided Share”** in relation to a Flat shall mean the proportionate variable undivided indivisible and impartible share in the Land comprised in the Premises that is attributable to such Flat at any point of time.
- (xxv) **“Said Flat/Unit”** shall mean the **Flat No. _____ on the ___Floor** admeasuring an area of _____sq.ft. Carpet Area/Saleable area along with Open/Covered Car parking Space being no. _____ admeasuring an area of _____ sq.ft. at **“LEENASA 87A”** situated at Premises No. 87A, Harish Mukherjee Road (being amalgamated premises of 87A and 87B, Harish Mukherjee Road, Kolkata – 700026, under Police Station- Bhowanipore, Ward No. 73 of the Kolkata Municipal Corporation described in **PART-I** of the **SECOND SCHEDULE** hereto.
- (xxvi) **“Said Undivided Share”** shall mean the proportionate variable undivided indivisible and impartible share or interest in the Land comprised in the Premises attributable to the said Flat.
- (xxvii) **“Said Car Parking/Garage”** shall mean a place within a described in **Part-II** of the **SECOND SCHEDULE** hereto.
- (xxviii) **“Saleable Area”** of a Flat shall mean the Carpet Area of such Flat and the Proportionate Undivided Share attributable to such Flat.
- (xxix) **“Unit Owners”** shall according to the context, mean all purchasers and/or intending purchasers of different Flats / apartments / Units in the Buildings and shall also include the Builder in respect of such Flats / apartments / Units which are retained and/or not alienated and/or not agreed to be alienated for the time being by the Vendors and/or the Builder.

- (xxx) **“Vehicles Parking Space”** shall mean such covered spaces on the ground floor or the basement of the Buildings, Open Spaces surrounding or adjacent to the Buildings that may be earmarked by the Builder for parking private cars and two wheelers of the Unit Owners.
- (xxxi) **“Vendors/Owners/Promoters/Builders”** shall mean M/s Sharda Minerals Private Limited and Leena Sharda and include its successors or successors-in-office and/or assigns;
- (xxxii) **“Purchasers/Allottee”** shall mean one or more purchasers/Allottees named above of this deed and include their heirs executors administrators legal representatives and/or assigns.
- (xxxiii) **“Masculine”** gender shall include the **“Feminine”** and **“Neuter”** genders and vice versa.
- (xxxiv) **“Singular”** number shall include the **“Plural”** and vice versa.
- (xxxv) **“Completion Certificate”** shall mean Completion Certificate issued by the _____ Kolkata Municipal Corporation on **dated** for the grant of partial Completion Certificate.
- (xxxvi) **“Rights on Purchaser's Default”** shall mean the rights mentioned in the **SIXTH SCHEDULE** hereto to which the Association and/or the Maintenance Agency shall be entitled in case of any default or breach by the Purchaser.
- (xxxvii) **“Said Sale Agreement”** shall mean the Agreement made between the Vendor/Promoters herein, therein and the Purchasers herein, therein also referred to as the Purchasers of the Second Part whereby the Vendor/Promoters have agreed to sell and the Purchasers have agreed to purchase the **Said Flat and Car Parking Space** and or for the consideration and on the terms and conditions, as therein contained.

- B.** The Vendors/Promoters are the absolute owners of the said Premises.
- C.** The facts describing the devolution of title of the Vendor/Promoters to the Premises are more particularly mentioned in the **SEVENTH SCHEDULE** hereto.
- D.** The Purchasers herein being desirous of purchasing **ALL THAT** the said Flat/Unit, approached and requested the Vendor/Promoters to sell the said Unit to the Purchasers, when accepting the said request of the Purchasers, by the Said Sale Agreement, the Vendor/Promoters agreed to sell and the Purchasers agreed to purchase the said Unit at or for the consideration and on the terms and conditions, more fully therein contained.
- E.** In due course the builder has completed the construction of the said project accordance with necessary approvals and sanctioned plans and named the complex **“LEENASA 87A”** .
- F.** The Vendor/Promoters have since caused construction and completed construction of the Said Unit in accordance with the Plans and obtained the Completion Certificate from _____Kolkata Municipal Corporation issued on letter **dated** _____ for the grant of Completion Certificate and have issued to the Purchasers the Notice of Readiness and the Notice of Possession in terms of the Said Sale Agreement.
- G.** The Purchasers having fully inspected and being completely satisfied with the quality, workmanship and specification of construction of the Said Unit, has been taken over vacant and peaceful possession thereof prior to the date of execution of these presents and have no claim and /or demand of whatsoever nature includepecuniary.
- H.** Now at the request of the Purchasers, the Vendors/Promoters have in terms of the Said Sale Agreement agreed to execute and register these presents in favour of the Purchasers in the manner as hereinafter contained.
- I.** It is recorded that at or before execution of these presents, the Purchasers have by obtaining independent professional services, examined and fully satisfied themselves as to the following:
- (a) The title of the Vendors/Promoters to the Premises and also the Said Unit;

- (b) The right of the Builder in respect of the Project;
- (c) The terms, conditions, restrictions and obligations contained in the Said Sale Agreement and these presents;
- (d) The Plans sanctioned by the Kolkata Municipal Corporation.
- (e) The total measurement of the Said Unit including the Super Built-Up Area thereof;
- (f) The specifications of materials used for construction of the Said Unit and the Buildings; and have agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives their respective right, if any, to do so.

SECTION – II # WITNESSETH :

I. **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of **Rs. _____/- (Rupees _____ only)** by the Purchasers to the Vendors/Promoters paid at or before the execution hereof (the receipt whereof the Vendors/Promoters doth hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Purchasers and the Said Unit being hereby conveyed) the Vendors/Promoters do and each of them doth hereby grant convey sell transfer release assign and assure unto and in favour of the Purchasers **ALL THAT** the Flat, being **Flat No. _____ on the _____ Floor** admeasuring an area of _____ **sq.ft. (_____ sqm)** Carpet Area/Saleable area as more fully and particularly mentioned and described in **PART – I** of the **SECOND SCHEDULE** hereunder written, **TOGETHER WITH** proportionate undivided share in the Land comprised in the Premises, as more fully mentioned and described in the **FIRST SCHEDULE** hereunder written and attributable to the Said Unit, **TOGETHER AND WITH** like proportionate undivided share in the Common Portions, fully mentioned and described in the **THIRD SCHEDULE** hereunder written and attributable to the Said Unit, **AND TOGETHER WITH** the right to park one car in **Car Parking Space No. _____**, as allotted in the Said Vehicle Parking Space at the Premises, Premises No. 87A, Harish Mukherjee Road (being amalgamated premises of 87A and 87B, Harish Mukherjee Road, Kolkata – 700026, under Police Station- Bhowanipore, Ward No. 73 of the Kolkata Municipal Corporation if so categorically sold and purchased under these

presents and as more fully mentioned in **PART – II** of the within mentioned **SECOND SCHEDULE**, (all hereinafter collectively referred to as “the **Said Unit**”), **AND TOGETHERWITH ALSO** the right to use and enjoy the Common Portions in common with the other Unit Owners of the Building **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the Said Unit **AND** all the estate right title interest property claim and demand whatsoever of the Vendors and/or the Promoters into or upon the Said Unit **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the Said Unit **TO HAVE AND TO HOLD** the Said Unit and every part thereof unto and to the use of the Purchasers absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchasers’ covenants and agreements hereunder contained and on the part of the Purchasers to be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the **FIFTH SCHEDULE** hereunder written and the Said Sale Agreement) **AND ALSO SUBJECT** to the Purchasers paying and discharging all municipal and other rates taxes and impositions on the Said Unit wholly, and the Common Expenses, as more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately, and all other outgoings in connection with the Said Unit wholly and the Premises and in particular the Common Portions proportionately.

SECTION – III # VENDORS’/PROMOTERS’S COVENANTS:

I. THE VENDORS/PROMOTERS DO AND EACH OF THEM DO TH HEREBY COVENANT WITH THE PURCHASER as follows:-

- i) The right, title and interest which the Vendors/Promoters doth hereby profess to transfer subsists and that the Vendors/Promoters have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchasers, the Said Unit in the manner aforesaid.
- ii) It shall be lawful for the Purchasers, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the Said Unit 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 Vendors/Promoters or any person or persons claiming through under or in trust for them or any of them **AND** freed and cleared from and against all manner of

encumbrances trusts liens and attachments whatsoever save only those as are expressly mentioned herein.

iii) The Vendors/Promoters for the time being, and subsequently the Association or Maintenance Company, after handing over the charge of maintenance and management of the Premises to the Association or Maintenance Company by the Vendors/Promoters, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the Said Unit hereby granted sold conveyed and transferred unto and to the Purchasers in the manner aforesaid as shall or may be reasonably required by the Purchasers.

iv) The Vendors/Promoters for the time being, and the Association or Maintenance Company, upon the Vendors/Promoters handing over all relevant documents in respect of the said Premises to the Association or Maintenance Company, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchasers produce or cause to be produced to the Purchasers or to his attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Premises and also shall at the like request and costs of the Purchasers deliver to the Purchasers such attested or other copies or extracts there from as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

SECTION – IV # PURCHASERS' COVENANTS:

II. THE PURCHASERS DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE VENDORS/PROMOTERS as follows:

1. The Purchasers agree and bind themselves that the Purchasers shall and will at all times hereafter abide by and observe the restrictions (a) set-forth in the **FIFTH SCHEDULE** hereunder written and contained in the Said Sale Agreement.

2. The Purchasers have also examined and satisfied themselves about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Buildings, installation, maintenance and user of lift and other utilities and facilities at the Premises and rules made there under and also acquainted itself and accepted and agree to comply with the norms, conditions, rules and regulations with

regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.

3. As from the date hereof, the Purchasers bind themselves to regularly and punctually pay the following amounts and outgoings:

i) Municipal rates and taxes, surcharge and water tax, if any and as assessed on the Said Unit, directly to the Municipal Corporation **Provided That** so long as the Said Unit is not separately assessed for the purpose of such rates and taxes, the Purchasers shall pay to the Builder/Maintenance Agency proportionate share of all such rates and taxes assessed on the Premises.

ii) All other impositions, levies, cess, taxes and outgoings (including Multistoried Building Tax, Betterment fees, Development Charges, GST, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the Said Unit or on the Premises by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Unit and proportionately in case the same relates to the Premises, as the case may be.

iii) Electricity charges for electricity consumed in or relating to the Said Unit directly to electricity supplying body or the Maintenance Agency, as the case may be.

iv) Maintenance charges and proportionate share of all Common Expenses (including any contribution towards major repairs, electricity consumption for the common meter, lift, renovation, etc. in or for the Building, as may be required at any time in future) as shall be assessed on the Said Unit and demanded from time to time by the Vendors/Promoters or, upon its formation, the Association, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Vendors/Promoters, or the Association upon its formation, after taking into account the common services provided at the Premises.

All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Vendors/Promoters or upon its formation, to the Association, within 7 days of each and every month for which the same becomes due and otherwise within 7 days of the Vendors/Promoters or its nominee leaving its bill for or demanding the same at the above address of the Purchasers and the Purchasers shall keep the Builder and the Association, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.

The apportionment of the liability of the Purchasers in respect of any item of expenses, tax, duty, levy or outgoings payable by the Purchasers in respect of the said Unit shall be done by the Vendors/Promoters and the Association upon its formation and the same shall be final and binding on the Purchasers.

4. The Purchasers shall, in case already not so done, within 1(One) month from the date hereof apply for and obtain separate assessment of the Said Unit from the Municipal Corporation and the Vendors/Promoters shall sign necessary papers and declarations as may be required. In case the Purchasers fail to have such separation effected, then the Vendors/Promoters shall be at liberty to have the same effected as the constituted attorney of and at the costs and expenses of the Purchasers.

5. The Purchasers shall permit the Vendors/Promoters and, upon its formation, the Association and their surveyors or agents with or without workmen and others at all reasonable times upon 48 hours prior notice, except in case of emergency, to enter into and upon the Said Unit and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the Said Unit and the Purchasers shall make good all defects leakages and want of repairs within 7 days from the date of receiving notice in writing from the Vendors/Promoters or the Association.

6. From the date of execution hereof and till the continuance of its ownership of the Said Unit, the Purchaser shall:

- i) use the Said Unit for the purpose of **private dwelling or residence or Commercial use** of respectable persons in a decent and respectable manner and for no other purposes;
- ii) use the Said Vehicle Parking Space, if any right to park a motor vehicle is expressly so granted to the Purchasers hereunder, only for the purpose of parking of their own medium sized motor vehicles;
- iii) not use the roof of the Building for hanging or drying of clothes, bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Unit Owners;
- iv) use the Common Portions in common with the other Unit Owners of the Building and only to the extent required for ingress and to egress from the Said Unit of

men materials and utilities and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Premises.

7. The Purchasers shall not do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other Unit Owners in the Building.

8. The Purchasers shall not make any additions or alterations to the Said Unit (including internal partition walls, etc.) nor to the Building or the Premises nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Building or the Said Unit and also not to decorate or paint or clad the exterior of the Said Unit and do not install any Grill in Verandah (including the Design of the Said Grill) otherwise than in the manner as be agreed to by the Vendors/Promoters or the Association in writing.

9. The Purchasers shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Vendors/Promoters or the Association (including those contained in the Said Sale Agreement and the **FIFTH SCHEDULE** hereunder written) or the appropriate authorities for the user and management of the Premises and every part thereof and in particular the Common Portions.

SECTION – V # VENDORS', BUILDER'S AND PURCHASERS' MUTUAL COVENANT:

I. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

a) The properties benefits and rights hereby conveyed unto and in favour of the Purchasers are and shall be one lot and shall not be partitioned or dismembered in part or parts and the Purchasers shall also not claim any division or partition in the Land comprised in the Premises towards its proportionate land share appurtenant to the Said Unit. It is further agreed and clarified that any transfer of the Said Unit by the Purchasers shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Purchasers shall be bound to abide by the rules and regulations framed for the Building and become a member of the Association.

b) All the units and other constructed areas if any as well as the other open and

covered spaces in the new building or the said premises shall remain the exclusive property of the Unit Owners proportionately.

c) After the allotment and transfer of all the Units in the Building or earlier, as the case may be, the Association of the Unit Owners shall be formed and the Purchasers and the other Unit Owners shall be the members thereof, each having voting rights therein equivalent to one vote, it being clarified that in case there be more than one purchaser of a Unit then only one of the such purchasers shall be entitled to have voting right equivalent to one vote. The Purchaser shall, along with the other Unit Owners, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Association and its taking charge of the acts relating to the Common Purposes.

d) Until such time the Association is formed and takes charge of the acts relating to the Common Purposes or until the expiry of three months of a notice in writing given by the Vendors/Promoters to the Purchasers and the other Unit Owners to take charge of the acts relating to the Common Purposes whichever be earlier, the Vendors/Promoters or its nominees shall manage and maintain the Premises and in particular the Common Portions and look after the Common Purposes **subject however** to the Purchasers making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof.

e) Upon formation of the Association and its taking charge of the acts relating to the Common Purposes or the expiry of the notice period mentioned in the clause immediately preceding, all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Vendors/Promoters and/or its nominee to the Association or the Unit Owners. All references to the Vendors/Promoters herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Association and/or the Unit Owners.

f) In the event of the Purchasers failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchasers under these presents and/or in observing and performing the covenants terms and conditions of the Purchasers hereunder, then the Vendors/Promoters and upon its formation and taking charge of the acts relating to the Common Purposes, the Association, shall be entitled to:-

(i) Claim interest at the rate of _____ per annum on all the outstanding amounts.

(ii) To demand and directly realise the amounts becoming due and payable to the

Purchasers by any tenant or licensee or other occupant in respect of the Said Unit.

- (iii) Discontinue supply of water to the Said Unit.
- (iv) Disconnect electricity Connection in the Said Unit.
- (v) Withhold and stop use of all other utilities and facilities (including lift) to the Purchasers and their Family Members, guests, tenants or licensees.
- g) The bills for maintenance charges/Common Expenses, electricity charges, etc. payable by the Purchasers to the Vendors/Promoters and/or their nominees and upon its formation to the Association, shall be deemed to have been served upon the Purchasers, in case the same is left in the Said Unit or in the letter box in the ground floor of the Building and earmarked for the Said Unit or emailed to the last recorded email address.
- h) The Building shall together at all times as a housing complex bear the name "LEENASA 87A" and none else.
- i) These presents constitutes the entire understanding between the Parties and shall have overriding effect on all earlier agreements, contracts and understanding, if any, made between the Parties prior to execution of these presents.

THE FIRST SCHEDULE ABOVE REFERRED TO:

PART - I

(Description of the Premises)

ALL THAT the piece or parcel of land containing an area of 14 (Fourteen) cottah 15 (Fifteen) chittacks 6 (six) square feet, be the same a little more or less, situate lying at being Premises No. 87A, Harish Mukherjee Road (being amalgamated premises of 87A and 87B, Harish Mukherjee Road, Kolkata – 700026, under Police Station- Bhowanipore, Ward No. 73 of the Kolkata Municipal Corporation delineated in Colour "RED" on the plan annexed hereto which is butted and bounded as follows:

ON THE NORTH:Premises No. 16B, Rupchand Mukherjee Lane & Premises No. 85A, Harish Mukherjee Road.

ON THE SOUTH:Premises No.22, Rupchand Mukherjee Lane & Premises No. 91, Harish Mukherjee Road.

ON THE EAST:Premises No. 18, Rupchand Mukherjee Lane.

ON THE WEST:Premises No. 87A, Harish Mukherjee Road & Harish Mukherjee

Road. [KMC Black Top Road].

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

PART - II

(Description of the New Building “LEENASA 87A”)

ALL THAT the new “**Building**” namely “**LEENASA 87A:**” in G+4 storied Building including such other constructions and/or structures, as per the sanctioned Plan bearing No. Building **Plan(s) being Permit No. 2023090081 dated 06.01.2024** and obtained Completion Certificate dated _____ on upon the Premises more particularly described in the **First Schedule** herein above.

THE SECOND SCHEDULE ABOVE REFERRED TO :

PART - I

(Description of the Said Flat/Unit)

ALL THT the commercial/residential Self Contained **Flat No._____ on the _____Floor** admeasuring an area of _____**sq.ft.** Carpet Area/Saleable area along with Covered/Open parking space being no. _____ admeasuring an area of _____ sq.ft. at “**LEENASA 87A**” situated at Premises No-87/A, Harish Mukherjee Road, Ward No-73, under Kolkata Municipal Corporation, P.O.-Bhowanipore, P.S.-Bhowanipore, Kolkata-700096, having **tiles flooring**, at the said Premises consisting of _____Bed Rooms, _____Living cum Dining Room, _Kitchen RoomToilets, _____ Balcony more particularly described in the **First Schedule** herein above and as more fully and particularly shown in the map or plan annexed hereto, being **Annexure – A**, and thereon bordered in **red**.

PART-II

(Description of the Said Vehicle Parking Space)

ALL THAT the right to park one medium sized car in **Car Parking Space No. _____**, admeasuring an area of _____ **sq.ft.**, in the _____ of the Building more particularly described in the **First Schedule** herein above.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(Description of the Common Portions)

A. Common areas and installations in respect whereof only the right of user in common shall be granted to the Purchaser:

1. Land on which the building is located and all easement rights and appurtenances belonging to the said land and building.

2. Roof right.

3. Staircase and Staircase landing, Lift and lift landings on all floors of the new Building.

4. Common passage and lobby on the ground floor for garage space area of the new Building.

5. Water pump, water tank, water pipes and other common plumbing installations.

6. Electrical Substation/Transformer, electrical writing meter room, generator and fittings (excluding those as are installed for any particular unit).

7. Water and sewerage evacuation pipes from the units to drains and sewers common to the building (s).

8. Drainage, sewers and pipes, from the building to the Municipal drainage.

9. Boundary walls and main gates of the new Building.

10. Duct.

11. Project Control Room, Caretaker/Security Gate Goomty, Toilet for Driver/Security (subject to Sanction).

12. Security Check post at the entries of the Building.

A1. The Purchasers agree and acknowledge that no right of access or use will be permitted to the Purchasers, their men, agents or representatives in respect of such of the above Common Portions which are not considered suitable and/or necessary for such access/use by the Owner/Builder.

A2. Access and/or use of the Community Hall subject to the approval of the concerned authority shall be permitted in accordance with Rules framed and/or published by the Vendors/Promoters from time to time, Provided However it is hereby clarified that the

Vendors/Promoters shall at all times have and also hereby reserves its right to allow/grant membership and/or use of the said Hall and/or facilities provided therein to the relatives of the Unit Owners, subject to such terms and conditions as shall be framed by the Vendors/Promoters for such parties/persons mainly pay and use basis to be constructed/developed later.

A.3 The Purchaser agrees and acknowledges that no right of access or use will be permitted to the Purchaser, his men, agents or representatives in respect of such of the above Common Portions which are not considered suitable and/or necessary for such access/use by the Vendors/Promoters including those areas and/or spaces in the Premises which have been earmarked by the Builder exclusively for commercial use.

Common installations and/or facilities for which proportionate additional costs are to be paid by the Purchaser:

- (i) Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.
- (ii) Common power generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Flats.
- (iii) Integrated Communication facilities.
- (iv) Cable TV provision.
- (v) Other facilities or installations, if any, provided for the common use of the Unit Owners of the Premises and not covered by Section - A above.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Common Expenses)

1. **MAINTENANCE**: All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating and replacing the common area machineries, equipments installations and accessories for common services, utilities and facilities (including the outer walls of the Building).
2. **OPERATIONAL**: All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including lifts, water pump with motor etc.).
3. **STAFF**: The salaries of and all other expenses on the staff to be employed for

the Common Purposes (including bonus and other emoluments and benefits).

4. **ASSOCIATION**: Establishment and all other expenses of the Association or Maintenance Company (including its formation) and also similar expenses of the Builder or any agency looking after the Common Purposes until handing over the same to the Association excluded the commercial space and the area on the roof earmarked for the Commercial use.
5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings in respect of the Premises or the Building or any part thereof (save those assessed separately in respect of the Said Unit).
6. **INSURANCE**: Insurance premium if any for insuring the Buildings against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
7. **COMMON UTILITIES**: Expenses for serving/supply of common facilities and utilities (including electricity, water, etc.) and all charges incidental thereto.
8. **RESERVES**: Sinking Fund/Corpus Fund, Creation of funds for replacement, renovation and/or other periodic expenses.
9. **OTHERS**: All other expenses and/or outgoings including litigation expenses as are incurred by the Vendors/Promoters and/or the Association for the Common Purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Restrictions imposed on the Purchasers).

1. The Purchasers agree, undertake and covenant to:
 - a) comply with and observe the rules, regulations and bye-laws framed by the Maintenance Agency/Association from time to time;
 - b) permit the Builder, Maintenance Agency and Association and their respective men agents and workmen to enter into the said Flat for the Common Purposes of the Project;
 - c) deposit the amounts for various purposes as may be required by the Maintenance Agency or the Association;
 - d) use the Common Portions without causing any hindrance or obstruction to other Unit Owners and occupants of the Building;
 - e) keep the said Flat and partition walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Flat in the Building and/or in the Premises in good

and substantial repair and condition so as to support shelter and protect and keep habitable the other Flats /parts of the Building;

f) in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Flat or the Common Portions for the purpose of fixing, changing or repairing the concealed wiring and pipelines or otherwise;

g) use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Flat of men materials and utilities;

h) sign and deliver to the Builder all papers applications and documents for obtaining separate electricity meter or electricity connection for and in respect of the said Flat from the service provider in the name of the Purchaser;

i) bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately, and the said Unit wholly;

j) pay Municipal Corporation Taxes and all other rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately, and the said Unit wholly, and to pay proportionate share of such rates and taxes payable in respect of the said Unit until the same is assessed separately by the Municipal Corporation;

k) pay monthly common area maintenance charges for the maintenance of the Building, open areas, common areas, paths, passages and the Premises as a whole, at such rate as may be quantified by the Builder/Association;

l) pay the monthly subscription for using the Community Hall and any other facilities if provided by the Purchasers and their family members at such rate as may be quantified by the Builder/Association at the appropriate time;

m) pay for Wi-Fi, integrated communication facilities, cable TV and other utilities consumed in or relating to the said Unit;

n) allow the other Unit Owners the right of easements and/or quasi-easements;

o) regularly and punctually make payment of the Common Expenses, Maintenance Charges, Electricity Charges, Municipal Corporation Taxes and other payments mentioned herein within seven days of receipt of demand or relevant bill, whichever be earlier;

p) observe and comply with such other covenants as be deemed reasonable by the Builder/Association for the Common Purposes;

q) not to use the said Flat or permit the same to be used for any purpose other than

a private dwelling place of families;

r) not to do or suffer any thing to be done in or about for the said Flat which may cause or tend to cause or tantamount to cause any damages to the floors or ceiling of the said Flat or in any manner interfere with the use and enjoyment thereof or of any open spaces, passages or amenities available for common use;

s) not to demolish or cause to be demolished the said Flat or any part thereof at any time or any part of the said Building or the fittings and fixtures thereof;

t) not to make in the said Flat any structural alterations of a permanent nature except with the prior approval in writing of the Builder and/or the Municipal Corporation and all other concerned or statutory authorities;

u) not to carry out or permit to be carried out any illegal or immoral or hazardous activities in the said Flat;

v) not to store or keep any hazardous or dangerous or combustible or exceptionally heavy materials or things in the said Flat or to hang from or attach to the rafters or beams any heavy materials which may damage or endanger the structural stability of the Building;

w) not to put any name plate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Building save at the place as be approved or provided by the Builder Provided However that nothing contained herein shall prevent the Purchaser from putting a decent nameplate on the outer face of the main door of the said Flat;

x) not to open out any additional window or fix any grill box or grill or ledge or cover or any other apparatus protruding outside the exterior of the said Flat or any portion thereof; permission should be obtain from the Owners, once formed from the Association regarding any installation and the design of the said Grill.

y) not to install or fix air-conditioners, dish antennas or other apparatus on the exterior walls of the Building, save at places specified / fixed and in a manner as indicated by the Builder;

z) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance of any Flat or any part of the Building or the Premises or may cause any increase in the premium payable in respect thereof;

aa) not to decorate the exterior of the Building otherwise than in the manner agreed by the Builder/Maintenance Agency/Association in writing or in the manners nearly as may be in which it was previously decorated;

bb) not to store or permit any one to store any goods or things and neither to deposit

or throw or permit to be deposited or thrown any garbage, dirt, rubbish or refuse or waste in or around the staircase, lobby, landings, lifts, passages or in any other common areas or installations of the Building;

cc) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Flats in the Building;

dd) not to claim partition or sub-division of the Land comprised in the Premises underneath the Building and/or the Common Portions towards its Proportionate Undivided Share attributable to the said Flat or any part thereof nor to do any act or deed, whereby the rights of the Vendors and the Builder and/or the rights of the purchaser of other Flats in the Building is affected or prejudiced in any manner whatsoever nor to do any act or deed, which may cause obstruction and/or hindrance in the construction of the said Building;

ee) not to partition the said Flat by metes and bounds;

ff) not to shift or obstruct any windows or lights in the said Flat or the Building; gg)

not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Flat without the prior consent in writing of the Builder and/or the Association; hh)

not to park or allow anyone to park any car, two-wheeler or other vehicles at any place other than the space earmarked for parking car(s) or two wheeler(s) of the Purchasers, if any, mentioned in **PART-II** of the **SECOND SCHEDULE** hereto; and

ii) Purchasers shall always cooperate with other Unit Owners for ingress and egress of their respective Car/Vehicle/Motor Cycle from their respective Car parking Space of the Building by mutual understanding amongst them.

jj) not to let out the said Unit or any part thereof without obtaining prior written permission of the Builder and making payment of all sums or amounts then due and payable by the Purchaser in respect of the said Unit.

kk) not to park any car or two-wheeler in the Premises if the Purchasers have not been allotted any Vehicle Parking Space.

THE SIXTH SCHEDULE ABOVE REFERRED TO:

(Rights on Purchaser's Default)

a) In case of default / delay in making payment of any amount payable under these presents (including in particular the Common Expenses and electricity charges) or otherwise by the Purchaser to the Builder or the Association upon its formation, interest

shall be payable by the Purchaser at the agreed rate of _____percent per annum from the due date till the date of payment.

b) In addition to the above the Purchasers shall have to deposit towards Sinking Fund/Corpus Fund before taking possession of the apartment when called upon to do so which will transfer, **post deduction**, if any, to the registered body (Association) after it is formed, without interest. The Maintenance Corpus Deposit collected from each Purchaser will remain credited to the account of such Purchaser in the records of Builder and subsequently to the said registered body.

c) In case of there being a failure, refusal, neglect, breach or default on the part of the Purchaser to perform or comply with any of the terms conditions covenants undertakings stipulations restrictions prohibitions and/or obligations in respect of the Said Unit continuing for more than 2 months, then the Builder and/or the Association upon its formation shall be entitled to issue a notice to the Purchaser calling upon the Purchaser to rectify and/or make good or set right the failure neglect refusal breach or default within one month from the date of issue of the said notice. If the Purchaser does not comply with the said notice to the satisfaction of the Builder and the Association, as the case may be, then the Builder and/or the Association, as the case may be, shall be entitled to invoke their rights under **Section V clause I (f)** of these presents and the Purchaser shall in addition be liable to pay to the Builder and/or the Association, compensation and/or damages that may be quantified by the Builder / Association.

d) In the event of any charges for any reason whatsoever being debited to the Bank Account of the Builder / Association for any cheque for any amount issued by the Purchaser, the Purchaser agrees to pay / reimburse to the Builder / Association, such bank charges. The Purchaser further undertakes that in case of return of any cheques being dishonoured, the Purchaser shall be liable to make payment of the amount of such dishonoured cheque with interest thereon. This shall be without prejudice to the other legal rights of the Builder / Association under law (including under the Negotiable Instruments Act, 1881) as also the other rights of the Builder and/or the Association under this Agreement.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

(Devolution of Title)

The Vendors/Promoters herein mentioned is the absolute owner of land measuring more or less 14 (Fourteen) cottah 15 (Fifteen) chittacks

6 (six) square feet situate lying at being Premises No. 87A, Harish Mukherjee Road (being amalgamated premises of 87A and 87B, Harish Mukherjee Road, Kolkata – 700026, under Police Station-Bhowanipore, Ward No. 73 of the Kolkata Municipal Corporation.

1.

- a. WHEREAS By virtue of inheritance Siba Prasad Kumar and Deba Prasad Kumar became the joint owners, seized and possessed of or otherwise well and sufficiently entitled to several landed properties including property of Premises No. 87A, Harish Mukherjee Road, situated and lying in Mouza-Kalighat, P.S. Bhowanipore, Kolkata-700026 comprising an area of Niskar bastu land, measuring more or less 3 cottahs 14 chittaks 26 sq.ft. together with structures standing thereon.
- b. AND WHEREAS the said Siba Prasad Kumar and Deba Prasad Kumar mutually agreed and consented to divide the said joint properties into two parts and to allot the same amongst them in the manner following.
- c. AND WHEREAS by a registered Deed of Partition bearing date the 12th day of August, 1957 between said Siba Prasad Kumar son of Ashutosh Kumar since deceased of the one part and said Deba Prasad Kumar since deceased of the other part registered in the office of Sub-Registrar of Alipore Sadar, 24 Parganas on 20th day of August, 1957 and recorded in Book No. I, Volume No. 93 at Pages from 208 to 219 being No. 6908 for the year 1957 the properties belonging jointly were partitioned by metes and bounds by the parties mentioned in the said Deed of Partition.
- d. AND WHEREAS since the date of the said Partition executed on the 12th day of August, 1957 the said Deba Prasad Kumar, during his life time had been enjoying the aforesaid absolutely allotted Niskar bastu land, measuring more or less 3 Cottahs 14 Chittaks 26 sq.ft. together with structures standing thereon, being known and numbered as Premises No. 874A, Harish Mukherjee Road, P.S. Bhowanipore, Kolkata-700026.
- e. AND WHEREAS by virtue of a Registered Deed of Conveyance dated 13.06.1977 duly registered in the office of the Sub-Registrar, Alipore vide

Book No. I, Volume No. 58, Pages from 204 to 213, being No. 1668 for the year 1977, the said Deba Prasad Kumar sold, transferred and conveyed the aforesaid landed property of Premises No. 87A, Harish Mukherjee Road, P.S.-Bhowanipore, Kolkata-700026 together with old building standing thereon, unto and in favour of one Bharati Chatterjee wife of Dr. Chandra Kanti Chatterjee and after said purchase she got the same mutated and/or recorded in the Assessment register of the K.M.C. being Premises No. 87A, Harish Mukherjee Road, P.S. Bhowanipore, Kolkata-700026, Assessee No. 11-073-10-0060-8 within the limits of the Kolkata Municipal Corporation, Ward No. 73 and had been enjoying the same peacefully by paying rates and taxes to the K.M.C. regularly free from encumbrances.

- f. AND WHEREAS in course of enjoyment of the said property the said Bharati Chatterjee constructed a Four storied Residential Building upon the said landed property by obtaining sanction of the Building plan from the Kolkata Municipal Corporation and she allowed Allahabad Bank to use a Part of the ground floor and part of the First Floor of the said Premises for a temporary period on lease rent.
- g. AND WHEREAS the aforesaid Bharati Chatterjee died intestate on 29.01.2015 leaving behind surviving her husband Chandra Kanti Chatterjee, only son Sanjay Chatterjee and one married daughter Smt. Sharmila Ganguly, as her legal heirs and successors.
- h. AND WHEREAS the aforesaid Chandra Kanti Chatterjee died intestate on 12.01.2016 leaving behind surviving his only son Sanjay Chatterjee and the said married daughter Smt. Sharmila Ganguly, as his only legal heirs and successors who by way of inheritance became absolute rightful joint owners, seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of the said Niskar bastu land measuring more or less 3 Cottahs 14 Chittaks 26 sq.ft. together with Four storied building standing thereon, having total covered structural area of 7200 sq.ft. (each floor having 1800 sq.ft. Covered area) being known and numbered as K.M.C. Premises No. 87A, Harish Mukherjee Road, P.S. Bhowanipore, Kolkata-700026, Assessee No. 11-073-10-0060-8 within the limits of the Kolkata Municipal Corporation, Ward No. 73 and they

had been enjoying the same peacefully by paying rates and taxes to the K.M.C. regularly.

- i. AND WHEREAS by virtue of an Indenture of Sale dated 15th December, 2017 duly registered in the office of A.D.S.R. Alipore and recorded in Book No. I, Volume No. 1605-2017, Pages from 216682 to 216710 being No. 160507827 for the year 2017 the aforesaid Shri Sanjay Chatterjee and Smt. Sharmila Ganguly, therein mentioned as the Vendors, jointly sold, transferred and conveyed **ALL THAT** piece and parcel of the said bastu land measuring more or less 3 Cottahs 14 Chittaks 26 sq.ft. together with Four storied building standing thereon, having total covered structural area of 7200 sq.ft. (each floor having 1800 sq.ft. covered area) being known and numbered as K.M.C. Premises No. 87A, Harish Mukherjee Road, P.S. Bhowanipore, Kolkata-700026, Assessee No. 11-073-10-0060-8 within the limits of the Kolkata Municipal Corporation, Ward No. 73 including Tenanted portion in respect of the part of the ground floor and part of the First Floor of the said premises on monthly rental basis for a temporary Lease period of 21 years w.e.f. 2003 to 2024 unto and in favour of MRS. LEENA SHARDA wife of Shri Sanjay Kumar Sharda.
- j. AND WHEREAS Mrs. Leena Sharda mutated and/or recorded her name in respect of her said purchased property in the Assessment Register of the Kolkata Municipal Corporation and the same became known and numbered as single premises No. 87A, Harish Mukherjee Road within P.S. Bhowanipore, Kolkata-700026, Assessee No. 11-073-10-0060-8 within the limits of Kolkata Municipal Corporation, Ward No. 73, comprising total area of Niskar land measuring more or less 3 (three) Cottahs 14 (fourteen) Chittaks 26 (Twenty six) sq.ft. together with four-storied pucca building having total 7200 sq.ft. covered structural area standing thereon.
- k. AND WHEREAS by virtue of Deed of Gift dated 15th March, 2019 duly registered with ADSR Alipore and recorded in Book No. I, Volume No. 1605-2019, Pages from 63911 to 63941 being No. 160501829 for the year 2019 the aforesaid Smt. Leena Sharda wife of Mr. Sanjay Kumar Sharda therein mentioned as the Donor gifted and transferred **ALL THAT** piece

and parcel of one room in the Ground floor of the old four-storied Building constructed on the said land, measuring more or less 100 sq.ft. Super Built Up area together with all fittings, fixtures and appurtenances attached therein and thereto, Together with undivided proportionate share in the land attributable to the said room in the ground floor of Premises No. 87A, Harish Mukherjee Road, within P.S.-Bhowanipore, Kolkata-700026 to, unto and infavour of M/S Sharda Minerals Pvt. Ltd.

1. AND WHEREAS after the expiration of said temporary Lease Period for the above mentioned Leased out portion, Indian Bank (formerly known as Allahabad Bank) through a letter dated 12.06.2024 being Ref. No. HMROAD/ad/HRD/12 addressing to Mrs. Leena Sharda, vacated the old Premises No. 87A, Harish Mukherjee Road.

2.

a.

- i. WHEREAS By virtue of inheritance Siba Prasad Kumar and Deba Prasad Kumar became the joint owners, seized and possessed of or otherwise well and sufficiently entitled to several landed properties including property of Premises Nos. (1) 186, Harish Mukherjee Road, (2) 190, Harish Mukherjee Road, (3) 93/1, Harish Mukherjee Road and (4) the divided western portion of the Premises No. 95, Harish Mukherjee Road (5) 85/1A, Harish Mukherjee Road, (6) 87/A, Harish Mukherjee Road, (7) 87B, Harish Mukherjee Road, (8) the divided Eastern portion of the Premises No. 95, Harish Mukherjee Road and (9) 28/A, Rupchand Mukherjee Lane as below mentioned.
- i. AND WHEREAS the said Siba Prasad Kumar and Deba Prasad Kumar were jointly seized and possessed of or otherwise well and sufficiently entitled to the said joint properties each of them being entitled to a moiety of half share thereof.
- ii. AND WHEREAS the said Siba Prasad Kumar and Deba Prasad Kumar mutually agreed and consented to divide the said joint properties into two parts and to allot the same amongst them in the manner following.

- iii. AND WHEREAS the said joint properties were divided in two parts namely Part 'A' and Part 'B' and said Siba Prasad Kumar agreed to take the properties mentioned in part 'A' namely (1) 186, Harish Mukherjee Road, (2) 190, Harish Mukherjee Road, (3) 93/1, Harish Mukherjee Road and (4) the divided western portion of the Premises No. 95, Harish Mukherjee Road as delineated in the plan annexed in the Deed of Partition and bordered Red and marked with the word "western portion" and fully described in item Nos. (1), (2), (3) and (4) of the Schedule 'A' hereto and the Party hereto of the Second Part namely Deba Prasad Kumar, since deceased agreed to take the properties mentioned in Part 'B' namely (a) 85/1A, Harish Mukherjee Road, (b) 87/A, Harish Mukherjee Road, (c) 87B, Harish Mukherjee Road, (d) the divided Eastern portion of the Premises No. 95, Harish Mukherjee Road as delineated in the plan annexed in the Deed of Partition and bordered GREEN and marked with the "Eastern Portion" and (e) 28/A, Rupchand Mukherjee Lane and fully described in items Nos. (a), (b), (c), (d) and (e) of the Schedule 'B' of the Deed of Partition.
- iv. AND WHEREAS by a registered Deed of Partition bearing date 12th day of August, 1957 between said Siba Prasad Kumar, son of Ashutosh Kumar, since deceased of the one part and said Deba Prasad Kumar, since deceased of the other Part, registered in the office of Sub-Registrar of Alipore Sadar, 24 Parganas on 20th day of August, 1957 and entered in Book No. I, Volume No. 93, at pages from 208 to 219, being No. 6908 for the year 1957 the properties belonging jointly were partitioned by metes and bounds by the parties mentioned in the said Deed of Partition.
- v. AND WHEREAS since the date of he said Partition executed on the 12th day of August, 1957 the said Deba Prasad Kumar, during his life time had mutated and recorded his name before the then Kolkata Municipal Corporation and therefore continued to enjoy the properties allotted to him in severally which amongst other consist of the piece and parcel of Niskar land, measuring about 8 (Eight) Cottahs 14 (fourteen) Chittaks 13.5 (Thirteen point five) sq.ft. a little more or less including passage area of 1 (one) cottah 1(one) chittack 36 (Thirty six) sq.ft. along with the two separate partly two storied and partly three storied old building being the

Premises No. 85/1A, Harish Mukherjee Road, and 87B, Harish Mukherjee Road, situated and lying in Mouza-Kalighat, P.S.-Bhowanipore, Kolkata-700026.

- vi. AND WHEREAS said Deba Prasad Kumar died intestate on 30th January, 1999 and his wife Suniti Kuamr died intestate on 02.07.2004 leaving behind their four legal heirs/successors, being two sons and two daughters namely Shri Debajyoti Kuamr, Shri Debaditya Kuamr, Smt. Satavisa Sur and Smt. Ishita Ghosh as his only legal heirs and successors who inherited the said properties left by their parents as per Hindu Succession Act, 1956.
- vii. AND WHEREAS the said Shri Debajyoti Kuamr, Shri Debaditya Kuamr, Smt. Satavisa Sur and Smt. Ishita Ghosh thus became joint owners, seized and possessed of and otherwise well and sufficiently entitled to the said piece and parcel of Bastu land along with existing partly two storied and partly three storied old existing two separate tenanted building measuring total covered area of 6020 (Six Thousand and Twenty) sq.ft. standing in Premises No. 85/1A, Harish Mukherjee Road (having bastu land, measuring more or less 3 Cottahs 12 chittacks 21.5 sq.ft.) being a total land area about 8 (eight) Cottahs 14 (Fourteen) Chittacks 13.5 (Thirteen point five) sq.ft. a little more or less including passage area of 1 (One) Cottah 1 (One) Chittack 36 (Thirty six) sq.ft. Premises No. 85/1A, Harish Mukherjee Road, within P.S. Bhowanipore, within the limits of the Kolkata Municipal Corporation, Ward No. 73, Kolkata-700026.
- viii. AND WHEREAS by virtue of an Indenture of Sale dated 15th December, 2013 duly registered in the office of the ADSR Alipore and recorded in Book No. I, CD Volume No. 40, Pages from 3801 to 3827 being No. 09809 for the year 2013 the aforesaid Shri Debajyoti Kuamr, Shri Debaditya Kuamr, Smt. Satavisa Sur and Smt. Ishita Ghosh therein mentioned as the Vendors, jointly sold, transferred and conveyed ALL THAT piece and parcel of Bastu land along with existing partly two storied and partly three storied old existing two separate tenanted building measuring total covered area of 6020 (Six Thousand and Twenty) sq.ft. standing in Premises No. 85/1A, Harish Mukherjee Road (having

bastu land measuring more or less 4 Cottahs), and also in Premises No. 87B, Harish Mukherjee Road (having bastu land measuring more or less 3 cottahs 12 chittacks 21.5 sq.ft.) being a total land area about 8 (Eight) Cottahs 14 (Fourteen) chittacks 13.5 (Thirteen point five) sq.ft. a little more or less including passage area of 1 (One) Cottah 1 (one) Chittack 36 (Thirty Six) sq.ft. Premises No. 85/1A, Harish Mukherjee Road within P.S. Bhowanipore, Kolkata-700026, within P.S. Bhowanipore within the limits of the Kolkata Municipal Corporation, Ward No. 73, Kolkata-700026 to, unto and in favour of M/S SHARDA MINERALS PVT LTD therein mentioned as the Purchaser.

b.

- i. AND WHEREAS similarly, in the manner as stated above the said Siba Prasad Kumar and Deba Prasad Kumar also became the joint owners amongst other properties , the following properties known and numbered as Premises No. (i) 91A, Harish Mukherjee Road, (ii) 91B, Harish Mukherjee Road, (iii) 87C, Harish Mukherjee Road (formerly part of 87, Harish Mukherjee Road) and property of Sultanpur, Burdwan and in course of joint enjoyment of the said properties they mutually agreed and consented to divide the said joint properties into two parts and to allot the same amongst them in the manner following.
- i. AND WHEREAS by a registered Deed of Partition bearing date the 15th day December of 1959 between said Siba Prasad Kumar son of Ashutosh Kumar, since deceased of the one part and said Deba Prasad Kumar since deceased of the other part, registered in the office of Sub-Registrar of Assurances, Calcutta and entered in Book No. I, Volume No. 38, at Pages from 57 to 58, being No. 698 for the year 1959 the properties belonging jointly were partitioned by metes and bounds by the parties mentioned in the said Deed of Partition and the said Deba Prasad Kumar was absolutely allotted the property of Premises No. 87C, Harish Mukherjee Road, P.S. Bhowanipore, Calcutta-700026 comprising an area of Niskar land measuring more or less 2 Cottahs 2 Chittacks 12.5 sq.ft. together with one storied old building having total 899 sq.ft. covered structural area.

- ii. AND WHEREAS since the date of the said Partition executed in the 15th December, 1959 the said Deba Prasad Kumar, during his life time had mutated and/or recorded his name before the then Kolkata Municipal Corporation and therefore continued to enjoy the properties allotted to him in severalty which amongst other ALL THAT piece or parcel of Niskar land measuring more or less 2 Cottahs 2 Chittaks 12.5 sq.ft. together with one storied old building having total 899 sq.ft. covered structural area standing thereon, being the Premises No. 87C, Harish Mukherjee Road, situated and lying in Mouza-Kalighat, P.S. Bhowanipore, Kolkata-700026, Assessee No. 110731000621 within the limits of the Kolkata Municipal Corporation, Ward No. 73.
- iii. AND WHEREAS said Deba Prasad Kumar died intestate on 30th January, 1999 and his wife Suniti Kuamr died intestate on 02.07.2004 leaving behind their four legal heirs/successors, being two sons and two daughters namely Shri Debajyoti Kuamr, Shri Debaditya Kuamr, Smt. Satavisa Sur and Smt. Ishita Ghosh as his only legal heirs and successors who inherited the said properties left by their parents as per Hindu Succession Act, 1956.
- iv. AND WHEREAS the Shri Debajyoti Kuamr, Shri Debaditya Kuamr, Smt. Satavisa Sur and Smt. Ishita Ghosh, by virtue of inheritance, thus became joint owners seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of Niskar land measuring more or less 2 Cottahs 2 Chittacks 12.5 sq.ft. together with one storied old building having total 899 sq.ft. covered structural area standing thereon, being the Premises No. 87C, Harish Mukherjee Road, situated and lying in Mouza-Kalighat, P.S.-Bhowanipore, Calcutta-700026, Assessee No. 110731000621 within the limits of the Kolkata Municipal Corporation, Ward No. 73.
- v. AND WHEREAS by virtue of an Indenture of Sale dated 12th June, 2014, duly registered in the office of the ADSR Alipore and recorded in Book No. I, CD Volume No. 18, Pages from 4634 to 4653, being No. 4415 for the year 2014, the aforesaid Shri Debajyoti Kuamr, Shri Debaditya Kuamr, Smt. Satavisa Sur and Smt. Ishita Ghosh, therein mentioned as the vendors jointly sold and conveyed ALL THAT piece

and parcel of Niskar land measuring more or less 2 Cottahs 2 Chittaks 12.5 sq.ft. together with one storied old building having total 899 sq.ft. covered structural area standing thereon, being the Premises No. 87C, Harish Mukherjee Road, situated and lying in Mouza-Kalighat, P.S.-Bhowanipore, Kolkata-700026, Assessee No. 110731000621 within limits of the Kolkata Municipal Corporation, Ward No. 73 unto and in favour of M/S SHARDA MINERALS PVT LTD therein mentioned as the Purchaser.

- c. AND WHEREAS by virtue of the aforesaid two Deeds, the aforesaid M/S SHARDA MINERALS PVT. LTD thus became the sole and absolute owner, seized and possessed of the aforesaid purchased landed properties (i) ALL THAT piece and parcel of Bastu land along with existing partly two storied and partly three storied old existing two separate tenanted building measuring total covered area 6020 (Six Thousand and Twenty) sq.ft. standing in Premises No. 85/1A, Harish Mukherjee Road (having Bastu Land measuring more or less 4 Cottah) and also in Premises No. 87B, Harish Mukherjee Road (having Bastu Land measuring more or less 3 Cottahs 12 Chittaks 22.5 sq.ft.) being a total land area about 8 (Eight) Cottahs 14 (Fourteen) Chittacks 13.5 (Thirteen point five) sq.ft. a little more or less including passage area of 1 (One) Cottah 1 (One) Chittack 36 (Thirty Six) sq.ft. Premises No. 85/1A, Harish Mukherjee Road, within P.S.-Bhowanipore, Kolkata-700026, within the limits of the Kolkata Municipal Corporation, Ward No. 73, Kolkata-700026 and (ii) ALL THAT piece or parcel of Niskar land measuring more or less 2 Cottahs 2 Chittaks 12.5 sq.ft. together with one storied old building having total 899 sq.ft. covered structural area standing thereon, being the Premises No. 87C, Harish Mukherjee Road, situated and lying in Mouza-Kalighat, P.S.-Bhowanipore, Kolkata-700026, Assessee No. 110731000621 within the limits of the Kolkata Municipal Corporation, Ward No. 73.
- d. AND WHEREAS the aforesaid properties of (i) Premises No. 85/1A, Harish Mukherjee Road and (ii) Premises No. 87B, Harish Mukherjee Road and (iii) Premises No. 87C, Harish Mukherjee Road, within P.S.-Bhowanipore, Kolkata-700026, are contiguous to each other, which are

owned and occupied by the same owner i.e. M/S SHARDA MINERALS PVT. LTD. And hence the said purchased properties has been mutated and/or recorded in single Premises , in the Assessment Registrar of the Kolkata Municipal Corporation and the same became known and numbered as single Premises No. 87B, Harish Mukherjee Road, within P.S.-Bhowanipore, Kolkata-700026, Assessee no. 110731000610 within the limits of the Kolkata Municipal Corporation, Ward No. 73, comprising total area of Niskar land measuring more or less 11 Cottahs 26 sq.ft. together with one storied old building and tenanted partly two storied and partly three storied pucca building, having total 6919 sq.ft. covered structural area standing thereon, together with all user and easement rights and all other rights, benefits, privileges, facilities etc. attached therein and thereto in the name of M/S SHARDA MINERALS PVT. LTD. by paying Municipal rates and taxes to the K.M.C. authority regularly and has attained good right, full power, absolute authority and indefeasible title to sell, lease, mortgage, gift, or any other way alienate the said property at its absolute discretion and the said property is free from all encumbrances, liens, lispendens, charges or attachments in any manner whatsoever.

- e. AND WHEREAS by virtue of Deed of Gift dated 15th March, 2019 duly registered with ADSR Alipore and recorded in Book No. I, Volume No. 1605-2019, Pages from 64377 to 64410 being No. 160501830 for the year 2019 the aforesaid M/S SHARDA MINERALS PVT. LTD. therein mentioned as the Donor gifted and transferred ALL THAT piece and parcel of one room in the Ground floor of the partly old two-storied partly old three storied Building constructed on the said land, measuring more or less 100 sq.ft. Super Built Up area together with all fittings, fixtures and appurtenances attached therein and thereto, Together with undivided proportionate share in the land attributable to the said room in the ground floor of Premises No. 87B, Harish Mukherjee Road, within P.S.-Bhowanipore, Kolkata-700026 to, unto and infavour of Mrs. Leena Sharda.

3. AND WHERAS both the Owners/Promoters herein made the aforementioned two gift deed of a little portion from the two premises

for the purpose of amalgamation of two Premises namely 87A, Harish Mukherjee Road and 87B, Harish Mukherjee Road into one single Premises as 87A, Harish Mukherjee Road.

4. AND WHEREAS M/s Sharda Minerals Pvt. Ltd and Mrs. Leena Sharda jointly thereafter applied vide an Application dated _____ for amalgamation of the original two Premises namely, 87A, Harish Mukherjee Road and 87B, Harish Mukherjee Road into one single Premises before the Kolkata Municipal Corporation and the Corporation has approved the amalgamation of both the aforesaid two Premises into a single Premises No. 87A, Harish Mukherjee Road, Kolkata - 700 026 vide their Approval Letter dated _____ (the said Project Land).
5. AND WHEREAS M/s Sharda Minerals Pvt. Ltd and Mrs. Leena Sharda there after executed a Deed of Boundary Declaration dated 15 May, 2023 and registered in the Office of the DSR-V, South 24 Parganas and recorded in Book No. 1, Volume No. 1630-2023, Pages 42629 to 42641, being No. 163001490 for the year 2023 in respect of the mentioned Premises No. 87A, Harish Mukherjee Road, Kolkata - 700 026 (the said Project Land).

Accordingly M/S SHARDA MINERALS PVT. LTD AND MRS. LEENA SHARDA became owners of ALL THAT the said Project Land containing by measurement an area of 14 (Fourteen) Cottahs 15 (Fifteen) Chittacks 6 sq. ft. be the same a little more or less together with building standing thereon lying and situated at Premises No. 87A, Harish Mukherjee Road since amalgamated (Original Premises Nos. 87A, Harish Mukherjee Road and 87B, Harish Mukherjee Road), P.S. Bhowanipore, Kolkata- 700 001, ward No. 73, under Borough-IX within the ambit of Kolkata Municipal Corporation.

Thus the both the above mentioned Owners of the said Premises jointly decided to develop the amalgamated lands and obtain the sanction plan from Kolkata Municipal Corporation being Permit No. 2023090081, dated 06.01.2024 and elevation/other plans (hereinafter referred to as "**the plans**").

1. The other necessary clearances and approvals for completion of the construction of the residential building were obtained from the concerned authorities. The Vendors/Promoters named the complex as “LEENASA 87A” consisting G+4 storied building (hereinafter referred to as the “**Said Building**”) in accordance with the Sanctioned Plan and has also demarcated and/or defined various parts and portions of the said residential buildings and the facilities created and/or to be created there at for the respective Apartments.

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day month and year first above written.

SIGNED AND DELIVERED by the
VENDORS/PROMOTERS at **Kolkata**

In the presence of:

1.

2.

SIGNED AND DELIVERED

By the **PURCHASERS** at **Kolkata**

In the presence of:

1.

2.

MEMO OF CONSIDERATION

RECEIVED on the day month and year first above written of and from the within named Purchasers the within mentioned sum of **Rs. _____/-**

(Rupees

_____only) paid as and by way of full consideration in terms of these presents.

Sl. No.	Details	Amount (Rs)
1	By cheque no. _____ dated _____	
2	By cheque no. _____ dated _____	
3	By cheque no. _____ dated _____	
4	By cheque no. _____ dated _____	
5	By cheque no. _____ dated _____	
6	TDS (_____)	
7	By cheque no. _____ dated _____	

TOTAL

(RUPEES _____ ONLY)

WITNESSES:

1.

(VENDORS/PROMOTERS)

2.