

**CONVEYANCE**

**THIS INDENTURE** executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023



*Sumat Chhokri*

## BY AND BETWEEN

**M/S. ADITRI PROPERTIES PVT. LTD.** (Income Tax PAN - AAXCA0358B) having its Registered Office at No.2C, Mahendra Road, P.O. Bhowanipore Police Station-Bhowanipore, Kolkata-700025, represented by its Director, Shri Chandan Chatterjee (PAN-ACRPC0270H, AADHAAR NO.724744688525) son of Late S. K. Chatterjee, by Occupation-Business, by Nationality Indian, residing at No.2/2A, Mahendra Road, Police Station-Bhowanipore, Post Office-Bhowanipore, Kolkata 700025, pursuant to the Board Resolution dated 2<sup>nd</sup> December 2022, hereinafter referred to as "the **PROMOTER / DEVELOPER**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office and interest, nominees and/or assigns ) of the **FIRST PART;**

## AND

(1) **KISHORE CHATTERJEE**, having **INCOME TAX PAN:ACOPC5617R**, AADHAAR NO.225476590599, son of Late Anil Kumar Chatterjee, by Occupation-Retired, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office-Bhowanipore, Police Station-Bhowanipore, Kolkata-700025, (2) **TRIDIB SURATH CHATTERJEE**, having **INCOME TAX PAN:AAAPC3370M**, AADHAAR NO.794756889692 son of Late Surath Chatterjee, by Occupation-Doctor, by Nationality Indian, residing at Block - A, Flat No.4, Jyoti Sadan Sitaladevi Temple Road, Mahim West, Post Office-Mahim, Police Station-Mahim, Mumbai-400016, (3) **RAJIB CHATTERJEE @ RAJIV CHATTERJEE**, having **INCOME TAX PAN:ABVPC1052E**, AADHAAR NO.558918998768, son of Late Manindra Kumar Chatterjee, by Occupation-Service, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office - Bhowanipore, Police Station-Bhowanipore, Kolkata - 700025, (4) **(SMT.) TANUKA CHATTERJEE**, having **INCOME TAX PAN: AHRPC8136D**, AADHAAR NO.906766076313, wife of Late Sanjib Chatterjee, by Occupation-Housewife, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office - Bhowanipore, Police Station-Bhowanipore, Kolkata - 700025, (5) **(SMT.) REJINA CHATTERJEE**, having **OCI CARD No.A802532** and **INCOME TAX PAN: AICPC7617B**, daughter of Late Sailendra Kumar Chatterjee, by Occupation-Business, by Nationality Indian, residing at 3700 Watercrest Drive Plano, Texas-75093, Post Office-Plano, Police Station-Plano, Texas, USA and also residing at No.59A, Sarat Bose Road (earlier being No.2/1A, Mahendra Road), Post Office-Bhowanipore, Police Station-Bhowanipore, Kolkata-700025 represented by her constituted Attorney, **Shri Chandan Chatterjee** (PAN-ACRPC0270H, AADHAAR NO.724744688525) son of Late S. K. Chatterjee, by Occupation-Business, by Nationality Indian, residing at No.2/2A, Mahendra Road, Police Station-Bhowanipore, Post Office-Bhowanipore, Kolkata 700025, as Director of Aditri Properties Pvt. Ltd., vide Power of Attorney dated 3<sup>rd</sup> November 2022 and registered with the Additional Registrar of Assurances-II, Kolkata in Book I, Volume No.1902-2022, Pages 452785 to 452802 Being No.190213145 for the year 2022, and (6) **ARINDAM A CHATTERJEE**, having **INCOME TAX PAN: AABPC251SE**, AADHAAR NO.930094653598, son of Late Alope Anil Chatterjee, by Occupation-Service, by Nationality Indian; residing at Alpine B Wing 904, Salarpuria Greenage Hosur Road, Next to Oxford College Bommanahalli, Begur, Bommanahalli, Bengaluru, Post Office-Bommanahalli, Police Station-Bommanahalli, Karnataka-560068, and also residing at No.59A, Sarat Bose Road, Post Office - Bhowanipore, Police Station- Bhowanipore, Kolkata - 700025, being the **Present Trustees** of the **Trust** created by the **Deed of Trust** dated 8th January 1970 made between (1) Bimal Kumar Chatterjee, (2) Smt. Smritikona Chatterjee, (3) Kishore Chatterjee, (4) Alope Chatterjee, (5) Sailendra Kumar Chatterjee, (6) Surath Kumar Chatterjee and (7) Monindra Kumar Chatterjee as the Settlers and (1) Smt. Smritikona Chatterjee and (2) Monindra Kumar Chatterjee as the Trustees and registered with the Registrar of Assurances, Calcutta in Book I Volume No.36 Pages 180 to 193 Being No.736 for the year 1970, and the **Deed of Appointment of Trustees** dated 15th October 2018 made between Kishore Chatterjee as the Settlor and the abovenamed Present Trustees as the Trustees and registered with the Additional Registrar of Assurances-III, Kolkata in Book IV Volume No.1903-2018 Pages 187182 to 187213 Being No.190306555 for the year 2018, Owners/Land Owners No.1 to 4 and 6 are represented by **Shri Chandan Chatterjee** (PAN-ACRPC0270H, AADHAAR



Chandani Chatterjee

NO.724744688525) son of Late S. K. Chatterjee, by Occupation-Business, by Nationality Indian, residing at No.2/2A, Mahendra Road, Police Station-Bhowanipore, Post Office-Bhowanipore, Kolkata 700025, as Director of Aditri Properties Pvt. Ltd., vide Power of Attorney dated 10<sup>th</sup> June 2022 and registered with the Additional Registrar of Assurances-II, Kolkata in Book I, Volume No.1902-2022, Pages 258077 to 258103 Being No.190206428 for the year 2022, hereinafter referred to as "the **OWNERS / LAND OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their and each of their respective successors or successors-in-office and/or assigns) of the **SECOND PART**;

**AND**

**(1) KAUSHIK CHATTERJEE** (PAN AEVPC2050H; AADHAAR NO.924665152075) son of Kishore Chatterjee by Occupation-Service, by Nationality Indian, residing at No.59A, Sarat Bose Road, Police Station Bhowanipore, Post Office Bhowanipore, Kolkata 700025, **(2) (SMT.) BINATI CHATTERJEE** (PAN AAXPC8023E; AADHAAR NO.606513539270), wife of Late Aloke A Chatterjee by Occupation-Housewife, by Nationality Indian, residing at Cedar Block, Apartment B 2003, Greenage Hosur Road, Next to Oxford College Begur, Bommanahalli, Begur, Bommanahalli, Bengaluru, Karnataka - 560068, Police Station Bommanahalli, Post Office Bommanahalli, represented by her constituted Attorney, **Shri Chandan Chatterjee** (PAN-ACRPC0270H, AADHAAR NO.724744688525) son of Late S. K. Chatterjee, by Occupation-Business, by Nationality Indian, residing at No.2/2A, Mahendra Road, Police Station-Bhowanipore, Post Office-Bhowanipore, Kolkata 700025, **(3) ARINDAM A CHATTERJEE** (PAN AABPC2518E; AADHAAR NO.930094653598) son of Late Aloke A Chatterjee by Occupation- Service, by Nationality Indian, residing at Alpine B Wing 904, Salarpuria Greenage Hosur Road, Next to Oxford College Bommanahalli, Begur, Bommanahalli, Bengaluru, Post Office- Bommanahalli, Police Station- Bommanahalli, Karnataka-560068 **(4) ARIJEET A CHATTERJEE** (PAN ACZPC7807N; AADHAAR NO.846727409670) son of Late Aloke A Chatterjee by Occupation- Service, by Nationality Indian, residing at Cedar Block, Apartment B 2003, Greenage Hosur Road, Next to Oxford College Begur, Bommanahalli, Begur, Bommanahalli , Bengaluru, Karnataka - 560068, Police Station Bommanahalli, Post Office Bommanahalli, represented by his constituted Attorney, **Shri Chandan Chatterjee** (PAN-ACRPC0270H, AADHAAR NO.724744688525) son of Late S. K. Chatterjee, by Occupation-Business, by Nationality Indian, residing at No.2/2A, Mahendra Road, Police Station-Bhowanipore, Post Office-Bhowanipore, Kolkata 700025, **(5) REJINA CHATTERJEE, OCI CARD No. A802532 and PAN: AICPC7617B** daughter of Late Sailendra Kumar Chatterjee by Occupation-Business, by Nationality Indian residing at 3700 Watercrest Drive Plano, Texas-75093, Post Office-Plano, Police Station-Plano, Texas, USA and also residing at No.59A, Sarat Bose Road, (earlier being No.2/1A, Mahendra Road), Post Office-Bhowanipore, Police Station-Bhowanipore, Kolkata-700025, represented by her constituted Attorney, **Shri Chandan Chatterjee** (PAN-ACRPC0270H, AADHAAR NO.724744688525) son of Late S. K. Chatterjee, by Occupation-Business, by Nationality Indian, residing at No.2/2A, Mahendra Road, Police Station-Bhowanipore, Post Office-Bhowanipore, Kolkata 700025, as Director/Authorised Signatory of Aditri Properties Pvt. Ltd., vide Power of Attorney dated 3<sup>rd</sup> November 2022 and registered with the Additional Registrar of Assurances-II, Kolkata in Book I, Volume No.1902-2022, Pages 452785 to 452802 Being No.190213145 for the year 2022, **(6) TRIDIB SURATH CHATTERJEE, PAN: AAAPC3370M** AADHAAR NO.794756889692) son of Late Surath Kumar Chatterjee by Occupation-Doctor, by Nationality Indian, residing at No. A4, Jyoti Sadan Sitaladevi Temple Road, Mahim, Post Office-Mahim, Police Station-Mahim, Mumbai-400016, **(7) (SMT.) TANUKA CHATTERJEE, PAN: AHRPC8136D** AADHAAR NO.906766076313) wife of Late Sanjib Chatterjee by Occupation-Housewife, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office- Bhowanipore, Police Station-Bhowanipore, Kolkata-700025, **(8) (SMT.) SNEHA CHATTERJEE PAN: BBDPC7761F** AADHAAR NO.559606271617) daughter of Late Sanjib Chatterjee by Occupation-Service, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office- Bhowanipore, Police Station- Bhowanipore, Kolkata-700025, **(9) SHAUNAK CHATTERJEE, PAN: BEOPC0968A, AADHAAR NO.510128304866**) son of Late Sanjib Chatterjee by Occupation-Service, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office- Bhowanipore, Police Station- Bhowanipore, Kolkata-700025 and **(10)**



Sumant Chakraborty

**RAJIB CHATTERJEE, PAN: ABVPC1052E, AADHAAR NO.558918998768**; son of Late Manindra Kumar Chatterjee by Occupation-Service, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office- Bhowanipore, Police Station- Bhowanipore, Kolkata- 700025, the Confirming Parties / Beneficiaries No.1,3,6 to 10 are represented by **Shri Chandan Chatterjee (PAN-ACRPCO270H, AADHAAR NO.724744688525)** son of Late S. K. Chatterjee, by Occupation-Business, by Nationality Indian, residing at No.2/2A, Mahendra Road, Police Station-Bhowanipore, Post Office-Bhowanipore, Kolkata 700025, as Director of Aditri Properties Pvt. Ltd., vide Power of Attorney dated 10<sup>th</sup> June 2022 and registered with the Additional Registrar of Assurances-II, Kolkata in Book I, Volume No.1902-2022, Pages 258077 to 258103 Being No.190206428 for the year 2022, hereinafter referred to as "**the CONFIRMING PARTIES / BENEFICIARIES**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives) of the **THIRD PART**;

**AND**

\_\_\_\_\_ hereinafter referred to as "the **ALLOTTEE / PURCHASER**" of the **FOURTH PART**:

The Promoter, the Owner and the Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS:**

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Land Owners are the absolute owners of **All That Municipal Premises No.59A, Sarat Bose Road** (formed upon amalgamation of the erstwhile (i) Municipal Premises No.59A, Sarat Bose Road; (ii) Municipal Premises No.2/1A, Mahendra Road; and (iii) Municipal Premises No.2/1B, Mahendra Road); P.O. & P.S. Bhowanipore, Ward No.72 of the Kolkata Municipal Corporation, Kolkata 700025, containing a land area of **9 (Nine) Cottahs 3 (three) Chittacks 31 (Thirty One) Square Feet** more or less as per Trust Deed and **9 (Nine) Cottahs 14 (fourteen) Chittacks 1 (one) Square Feet** more or less as per physical survey, fully described in the **FIRST SCHEDULE, SAVE** such undivided shares / parts therein as have already been conveyed in favour of various allottees. Devolution of title of the Land Owner to the said Premises is set out in the **FIFTH SCHEDULE**.
- C. By and in terms of the Development Agreement (as hereinafter defined), the Owners permitted and granted exclusive right to the Promoter to develop the said Premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The said Premises is earmarked for the purpose of building a Project (as hereinafter defined).
- E. The Kolkata Municipal Corporation has granted permission to construct vide Building Permit No. 2022080040 dated 22.06.2022 as modified by \_\_\_\_\_ dated \_\_\_\_\_.
- F. The Promoter has registered the Project under the provisions of the Act with the Regulatory Authority at Kolkata on \_\_\_\_\_ under registration No. \_\_\_\_\_.
- G. The Promoter has completed the construction of the Project (as hereinafter defined) at the said Premises in accordance with the Plan (as hereinafter defined) sanctioned by



Sumanta Chatterjee



the concerned authorities and The Kolkata Municipal Corporation has issued completion certificate vide \_\_\_\_\_ dated \_\_\_\_\_.

- H. By an Agreement for Sale dated \_\_\_\_\_ and registered with the \_\_\_\_\_ in \_\_\_\_\_, the Promoter agreed to sell and transfer to the Allottee **All That the said Apartment / Unit** (as hereinafter defined) described in the **SECOND SCHEDULE** for the consideration and on the terms and conditions therein mentioned (hereinafter referred to as "the **Sale Agreement**"), which stands modified and/or superceded by these presents.
- I. The construction of the said Unit is complete to the full and final satisfaction of the Allottee and the Promoter has delivered possession thereof to the Allottee on \_\_\_\_\_.
- J. The Promoter and the Land Owners have duly complied with their obligations contained in the said Sale Agreement and are not in default of their obligations therein, which the Allottee doth hereby confirm, and similarly the Promoter hereby confirms that the Allottee has made full payment of the Total Price to the Promoter. Any and all claims by any party against the other under or by virtue of the said Sale Agreement hereby stand waived and all delays defaults and breaches stand condoned.
- K. The Allottee has now requested the Promoter and the Land Owners to convey the said Apartment in favour of the Allottee.
- L. At or before the execution hereof, the Allottee has fully satisfied itself with regard to the following:
- (i) The rights title and interest of the Land Owners and the Promoter to the said Premises;
  - (ii) The rights of the Promoter under the Development Agreement;
  - (iii) The facts hereinbefore recited and the superceding and overriding effects of this document and the contents hereof over all earlier agreements and understandings made prior hereto;
  - (iv) The workmanship and quality of construction of the said Unit and the Project, including the structural stability of the same;
  - (v) The total area comprised in the said Unit;
  - (vi) The Completion Certificate;
  - (vii) The scheme of user and enjoyment of the Common Areas and Installations as contained in these presents and also in the Sale Agreement.

I. **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only by the Allottee to the Promoter paid at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt hereunder written admit and acknowledge and of and from the payment of the same, both the Promoter and the Land Owners do hereby discharge the Allottee), the Land Owners and the Promoter do and each of them doth hereby grant sell convey transfer release assign and assure (both of them conveying and transferring their respective rights title and interest) unto and to the Allottee **ALL THAT** the said Apartment / Unit described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided indivisible variable impartible share in the Common Areas and Installations described in the **THIRD SCHEDULE** hereunder written **TOGETHER WITH** the right to use and enjoy the Common Areas and Installations in common in the manner herein stated and agreed **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Apartment / Unit **TO HAVE AND TO HOLD** the said Apartment / Unit and every part thereof unto and to the use of the Allottee absolutely and forever free from encumbrances **SUBJECT NEVERTHELESS TO** the Allottee's covenants and agreements herein contained and also in the Sale Agreement and on the part of the Allottee to be observed fulfilled and performed **AND ALSO SUBJECT** to the Allottee paying and discharging all municipal and other rates taxes and impositions on the said



*Suman Chakraborty*

Apartment / Unit wholly and the Common Expenses (described in the **FOURTH SCHEDULE** hereunder written) proportionately and all other outgoings in connection with the said Apartment / Unit wholly and the said Premises and in particular the Common Areas and Installations.

**II. THE LAND OWNERS AND THE PROMOTER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE ALLOTTEE as follows:-**

- i) The interest which the Land Owners and the Promoter respectively profess to transfer subsists and that they have good right full power and absolute authority to grant, sell, convey transfer, assign and assure unto and to the use of the Allottee the said Apartment / Unit in the manner aforesaid.
- ii) It shall be lawful for the Allottee 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 Apartment / 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 Land Owners and the Promoter.
- iii) The Land Owners and the Promoter shall upon reasonable request and at the costs of the Allottee 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 Apartment / Unit hereby granted sold conveyed and transferred unto and to the Allottee in the manner aforesaid as shall or may be reasonably required by the Allottee.
- iv) Till such time the title deeds in connection with the said Premises are not handed over to the Association / Maintenance Company, the Land Owners and the Promoter, as the case may be, unless prevented by fire or some other irresistible force or accident shall upon reasonable request and at the costs of the Allottee produce or cause to be produced to the Allottee such title deeds and also shall at the like request and costs of the Allottee deliver to the Allottee such attested or other copies or extracts therefrom as the Allottee may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.

**III. THE ALLOTTEE DOTH HEREBY COVENANT WITH THE PROMOTER AND THE LAND OWNERS as follows:**

1. The Allottee so as to bind himself to the Promoter and the Land Owners and the other allottees and so that this covenant shall be for the benefit of the Project and other apartments / units therein hereby covenants with the Promoter and the Land Owners and with all the other allottees that the said Allottee and all other persons deriving title under him will at all times hereafter observe the terms conditions covenants restrictions set-forth herein and also in the said Sale Agreement, which shall apply mutatis mutandis.

**2. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees.

The terms conditions covenants restrictions etc., pertaining to use and enjoyment of the Common Areas And Installations of the Project are contained in **Annexure "B"** hereto and all the Allottees of Apartments / Units shall be bound and obliged to comply with the same.



*Sumant Chakraborty*

### 3. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / closed parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment / Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### 4. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT :

4.1 The Allottee shall be solely responsible to maintain the Apartment / Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment / Unit, or the Common Areas including staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment / Unit, and keep the Apartment / Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

4.2 The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment / Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment / Unit.

4.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

### 5. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan has been approved by the competent authority (ies) except for as provided in the Act and save to the extent specifically mentioned in these presents or permitted by any law for the time being in force.

### 6. NOTICES

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.



*Sumant Chakraborty*

## 7. JOINT ALLOTTEES

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

## 8. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Indenture shall be construed and enforced in accordance with the laws of India for the time being in force.

## 9. OTHER PROVISIONS:

- 9.1 The Allottee shall not in any manner cause any objection obstruction hindrances interference or interruption at any time hereafter in the construction or completion of construction of the Project or other parts of the said premises (notwithstanding there being temporary inconvenience in the use and enjoyment by the Allottee of the said Apartment / Unit) nor do anything whereby the construction or development of the Said Premises or the said Premises or the sale or transfer of the other Apartments / Units in the Said Premises is in any way interrupted or hindered or impeded with nor shall in any way commit breach of any of the terms and conditions herein contained and if due to any act matter or deed of the Allottee, the Promoter and/or the Owners are restrained from construction of the Said Premises and/or transferring and disposing of the other units / apartments / saleable spaces and rights in the Project or the Said Premises then and in that event without prejudice to such other rights the Promoter and/or the Owners may have, the Allottee shall be liable to compensate and also indemnify the Promoter and the Owners for all pre-determined losses damages costs claims expenses dues charges demands actions and proceedings suffered or incurred by the Promoter and the Owners or any of them.
- 9.2. Save the said Apartment / Unit, the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the other Units / Apartments / commercial space / units and spaces or store-rooms or constructed areas or parking spaces at the said Premises or the Project / Said Premises or the Building thereat.
- 9.3 Without prejudice to the aforesaid, in particular the Allottee admits and acknowledges the fact that certain Apartments / Units may have the exclusive open to sky Terrace / Gardens attached to their respective apartments / units and shall have exclusive right of user of the same independent of all others and the Allottee shall have no nor shall claim any right title or interest whatsoever or howsoever over and in respect of the same in any manner whatsoever or howsoever.
- 9.4 The Allottee shall within 6 (six) months of completion of sale apply for and obtain at his own costs separate assessment and mutation of the said Apartment / Unit in the records of concerned authorities.
- 9.5 The rights of the Allottee in respect of the said Apartment / Unit under these presents can be exercised only upon payment of all moneys towards consideration, deposits, maintenance and other charges, contributions, and/or interest, if any.
- 9.6 In case of any amount (including maintenance charges) being due and payable by the Allottee to the Promoter and/or the Maintenance In-Charge, the Allottee shall not be entitled to let out, transfer or part with possession of the said Apartment / Unit till the time the same are fully paid and No Dues Certificate is obtained from the Promoter and/or the Maintenance In-Charge, as applicable.



*Sumantra Chakraborty*



- 9.7. The Promoter shall have the right to grant to any person the exclusive right to park motor cars / two wheelers and/or other vehicles in or at the parking spaces or otherwise use and enjoy for any other purposes, the side, front and back open spaces surrounding the building at the premises and also the covered spaces in the Building (including car parking spaces but not the one expressly provided for to the Allottee under these presents) in such manner as the Promoter shall in its absolute discretion think fit and proper. The Promoter has assured the Allottee that the Promoter shall allot parking spaces / rights in the Project only to persons who shall acquire / agree to acquire Units / Apartments and other constructed spaces in the Project.
- 9.8. Save the said Apartment / Unit the Allottee shall have no right nor shall claim any right whatsoever or howsoever over and in respect of other apartments / units and spaces or constructed areas or car parking spaces at the said premises and the Promoter shall be absolutely entitled to use, enjoy, transfer, sell and/or part with possession of the same and/or to deal with the same in any manner and to any person and on any terms and conditions as the Promoter in its absolute discretion shall think fit and proper and the Allottee hereby consents to the same and agrees not to obstruct or hinder or raise any objection with regard thereto nor to claim any right of whatsoever nature over and in respect of the said areas and spaces belonging to the Promoter exclusively.
- 9.9. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that the open space measuring (15' 3" x 7') equivalent to 105 sq ft on the Southern side as demarcated of the Premises, which is delineated in the **First Plan** annexed hereto by "Green" borders, shall at all times hereafter be under the full domain and control of the Promoter and the Land Owners and the Promoter and the Land Owners shall have permanent exclusive user rights for the exclusive use by the Promoter and/or the Land Owners and other persons granted such rights by them or any of them and the Promoter and/or the Land Owners may put temporary / permanent barricade/fencing separating the same or any part thereof (with or without entrance / gates from the driveways) and the Allottee and other Allottees and/or the Maintenance Company / Association shall not raise any objection thereto or claim the right of user thereof.
- 9.10. The Promoter may in its absolute discretion shall also be absolutely entitled to enter into any agreement or arrangement with the owners/occupiers of any other property adjoining / contiguous to the said Premises thereby allowing/permitting them, temporarily or permanently, the right of user and enjoyment of the Common Areas Installations and Facilities in the said Premises in lieu/exchange of such owners/occupiers of the such adjoining/contiguous property granting similar right of user and enjoyment to the unit-owners/occupiers of the said Premises of the Common Areas Installations and Facilities comprised in such adjoining/ contiguous property.
- 9.11. Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter and the Owners (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said Premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Building and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said Premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Allottee's share in the Common Areas and Installations shall also stand reduced owing to such construction but the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by



*Sumant Chakraborty*

the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and the Owners (as per arrangement between them) and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

- 9.12 It is expressly agreed understood and clarified that at any time hereafter, the Promoter shall be absolutely entitled to enter into any agreement or arrangement with the owners and/or developers of adjoining / contiguous properties on such terms as be agreed by and between the Promoter and the owners / developers of such adjoining properties. In such event, such additional land added on to the said Premises (hereinafter for the sake of brevity referred to as the "**Enlarged Property Under Development**") shall increase the scope and ambit of the development presently envisaged by the Promoter and the proportionate share of the Allottee in the common areas and installations may stand varied owing to such additional land / development and the Allottee shall not be entitled to raise any objection or dispute (notwithstanding any temporary inconvenience or difficulty that the Allottee may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Allottee hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Allottee shall fully co-operate with the Promoter and sign execute and submit all affidavits, declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.
- 9.13 Notwithstanding anything elsewhere to the contrary herein contained it is expressly agreed and understood that the Promoter shall be exclusively entitled to and shall have the exclusive right to install its own glow sign / signage without any fee or charge and also to install and/or permit any person to install Towers, V-Sat, Dish or other Antennas or installations of any nature on the roofs for the time being of the Building or any part thereof on such terms and conditions as the Promoter may in its sole discretion think fit and proper without any objection or hindrance from the Allottee, and the Allottee hereby consents to the same;
- 9.14 The Allottee shall have no connection whatsoever with the Allottees / buyers of the other Units / Apartments and there shall be no privity of contract or any agreement arrangement or obligation or interest as amongst the Allottee and the other Allottees (either express or implied) and the Allottee shall be responsible to the Promoter for fulfillment of the Allottee's obligations and the Allottee's obligations and the Promoter's rights shall in no way be affected or prejudiced thereby.
- 9.15 The properties and rights hereby sold to the Allottee is and shall be one lot and shall not be partitioned or dismembered in part or parts in any manner save with the consent of the Promoter in writing. It is further agreed and clarified that any transfer of the said Apartment / Unit by the Allottee shall not be in any manner inconsistent herewith and the covenants herein contained shall run with the land.
- 9.16 The Allottee shall be bound and obliged to comply with the provisions of The Real Estate (Regulation & Development) Act, 2016 (RERA) and shall, transfer his / her / its proportionate share of the title / interest in respect of the Common Areas and Installations, in favour of the Association / Maintenance Company as may be formed, by execution of documents as necessary at its / their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee, shall also be bound and obliged, at its / their own costs, to execute all papers and documents and do all acts deeds matters and things as be required for compliance of Section 17 of the RERA and also the provisions of West Bengal Apartment Ownership Act, 1972, including to execute the declaration as required under Section 2 read with Section 10 of the West Bengal Apartment Ownership Act, 1972 as and when required, and shall adhere to the time line for submitting to the provisions of West Bengal Apartment Ownership Act, 1972 and vesting / transfer of the title / interest in respect



Sumanta Chakraborty

of the Common Areas and Installations, if proportionate share whereof is proposed to be held by the Allottee herein, in favour of the Association / Maintenance Company as may be formed, at its / their own costs (including stamp duty, registration fee, legal fees, other expenses, etc., as applicable). The Allottee and the other allottees shall keep the Promoter and the Land Owners fully indemnified with regard to the aforesaid provisions;

- 9.17 The Allottee shall be and remain responsible for and indemnify the Land Owners and the Promoter and the Maintenance In-charge against all damages costs claims demands and proceedings occasioned to the said Premises or any other part of the Project or to any person due to negligence or any act deed or thing made done or occasioned by the Allottee and shall also indemnify the Land Owners and the Promoter and the Maintenance In-charge against all actions claims proceedings costs expenses and demands made against or suffered by the Land Owners or the Promoter or the Maintenance In-charge as a result of any act omission or negligence of the Allottee or the servants agents licensees or invitees of the Allottee and/or any breach or non-observance non-fulfillment or non-performance of the terms and conditions hereof to be observed fulfilled and performed by the Allottee.
- 9.18 In case any mechanical parking system is installed at any place in the said Premises, the same shall be managed maintained and upkept by and at the costs and expenses of the allottee thereof.
- 9.19 The Project at the said Premises shall bear the name "THE 59" unless changed by the Promoter from time to time in its absolute discretion.
- 9.20 The paragraph headings do not form a part of these presents and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation thereof.



*Suman Chakraverty*

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed these presents for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE :** (including joint buyers)

**SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER :**

**SIGNED AND DELIVERED BY THE WITHIN NAMED LAND OWNERS:**

**SIGNED AND DELIVERED BY THE WITHIN NAMED CONFIRMING PARTIES / BENEFICIARIES:**

**WITNESSES TO ALL THE ABOVE:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_



*Sumanta Chakraborty*



**SCHEDULES****THE FIRST SCHEDULE ABOVE REFERRED TO:**  
**(said Premises)**

All That Municipal Premises No.59A, Sarat Bose Road (formed upon amalgamation of the erstwhile (i) Municipal Premises No.59A, Sarat Bose Road; (ii) Municipal Premises No.2/1A, Mahendra Road; and (iii) Municipal Premises No.2/1B, Mahendra Road); P.O. &P.S. Bhowanipore, Ward No.72 of the Kolkata Municipal Corporation, Kolkata 700025, containing a land area of 9 (Nine) Cottahs 3 (three) Chittacks 31 (Thirty One) Square Feet more or less as per Trust Deed and 9 (Nine) Cottahs 14 (fourteen) Chittacks 1 (one) Square Feet more or less as per physical survey, and butted and bounded as follows:

on the **North** : By KMC road namely Sarat Bose Road, Kolkata;  
 on the **South** : By KMC road namely Mahendra Road, Kolkata;  
 on the **East** : By premises no. 2/2A, Mahendra Road, Kolkata;  
 on the **West** : By premises no.2A, Mahendra Road and 2C, Mahendra Road, Kolkata;

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

**THE SECOND SCHEDULE ABOVE REFERRED TO:****(said APARTMENT / UNIT)**

All That the Apartment / Unit bearing No. \_\_\_ containing a Carpet Area of \_\_\_\_\_ sq.ft, Square Feet [Built-up Area whereof being \_\_\_\_\_ Square Feet (inclusive of the area of the balcony(ies) / verandah(s) being \_\_\_\_\_ Square Feet] and Super Built Up Area being \_\_\_\_\_ Square Feet, which is inclusive of pro rata share in the Common Areas and Installations] more or less on the \_\_\_\_\_ side on the \_\_\_\_\_ floor of the Building at the said Premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in "Red".

With right to park \_\_\_\_\_ motor car/s in the closed space in the **Ground Floor** of the Building, exact location to be identified by the Promoter on or before the Deemed Date of Possession.

\_\_\_\_\_ Add Narration for Other Parking Spaces, as applicable. \_\_\_\_\_

**THE THIRD SCHEDULE ABOVE REFERRED TO:****PART-I****(Common Areas and Installations)**

- a) Land comprised in the said Premises
- b) Entrance and exit gates of the said Premises.
- c) Paths passages and driveways in the said Premises other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or other vehicles or marked by the Promoter for its exclusive use.
- d) Entrance Lobby of the Building.
- e) Staircases, lobbies and landings.
- f) One Automated lift.
- g) Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
- h) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s.



*Sumanta Chakraborty*

- i) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different units.
- j) Underground water reservoir with a pull-on pump installed thereat.
- k) Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the said Premises and from there to the municipal drain.
- l) Boundary Walls.
- m) Common Toilet area for drivers / servants.
- n) Modern equipment's and measures for Fire fighting & Fire safety in compliance with norms.
- o) Requisite arrangement of Telephone/Intercom Facility with connections to each individual flat from the reception in the ground floor.
- p) CCTV surveillance and other state-of-the-art security systems
- q) Provision for DTH Connection (Centralized System)
- r) Rooftop Garden

#### PART-II

#### (Common Areas and Installations which the owners / occupiers of Commercial Units shall be entitled to use under normal circumstances)

- a) Land comprised in the said Premises
- b) Entrance and exit gates of the said Premises.
- c) Stand-by Diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts (for residential Units) and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure.
- d) Water pump with motor and with water supply pipes to the overhead water tank and with distribution pipes therefrom connecting to different units.
- e) Underground water reservoir with a pull-on pump installed thereat.
- f) Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the said Premises and from there to the municipal drain.
- g) Boundary Walls.
- h) Common Toilet area for drivers / servants.
- i) Modern equipment's and measures for Fire-fighting & Fire-safety in compliance with norms.
- o) Requisite arrangement of Telephone/Intercom Facility.
- p) CCTV surveillance and other state-of-the-art security systems

#### **THE FOURTH SCHEDULE ABOVE REFERRED TO: (Common Expenses)**

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their



*Sumanta Chakraborty*

license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.

7. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)
9. **Staff:** The salaries of and all other expenses of the staff to be employed for the Common Purposes, viz. maintenance personnel, administration personnel, manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.
10. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
11. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**(Devolution of Title)**

- i) One Haridas Chatterjee was seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owner to various properties in Calcutta and Madhya Pradesh.
- ii) The said Haridas Chatterjee died in or about the year 1925 after making and publishing his Last Will and Testament dated 25<sup>th</sup> September 1922 and a Codicil dated 21<sup>st</sup> October 1922, whereby and whereunder he bequeathed his properties to his four sons namely, Raj Kumar Chatterjee, Kusum Kumar Chatterjee, Sarat Kumar Chatterjee and Shisir Kumar Chatterjee as therein mentioned and appointed two of his aforesaid sons namely, Raj Kumar Chatterjee, Shisir Kumar Chatterjee and his nephew namely, Jagdish Chatterjee, Advocate as the Joint Executors of his said Will.
- iii) After the death of the said Haridas Chatterjee, the said Joint Executors made an application for grant of Probate of the said Last Will of Haridas Chatterjee in the Court of the Judicial Commissioner, Central Province, Nagpur in Miscellaneous Judicial Case No.16 of 1927, 1981, when the Court of the Judicial Commissioner, Central Province, Nagpur was pleased to grant the Probate on 12<sup>th</sup> March 1928.
- iv) Under the said Last Will, the said Haridas Chatterjee had bequeathed one of the Properties i.e. Premises No.59A Lansdowne Road (now known as Sarat Bose Road) containing a land area of 9 (Nine) Cottahs 1 (one) Chittack and 21 (twenty one) Square feet (but as per Deed of Trust dated 8<sup>th</sup> January 1970 stated to contain an area of 9 Cottahs 3 Chittack and 31 Square feet) on physical survey of 59A, Sarat Bose Road, 2/1A & 2/1B, Mahendra Road together the land area was found to be 9 Cottahs 14 Chhittacks and 1 sq.ft. more or less alongwith various structures standing thereon and all rights appurtenant thereto to one of his sons namely Kusum Kumar Chatterjee and his sons in equal shares.
- v) The said Kusum Kumar Chatterjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate in or about April 1933, leaving him surviving his five sons namely, Bimal Kumar Chatterjee, Anil Kumar Chatterjee, Sailendra Kumar Chatterjee and Surath Kumar Chatterjee and Monindra Kumar Chatterjee as his only heirs and legal representative.
- vi) The said Anil Kumar Chatterjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on or about 27<sup>th</sup> May, 1946 leaving him surviving his widow namely, (Smt.) Smritikona Chatterjee and his two sons namely, Kishore Chatterjee and Alope Chatterjee as his only heirs and legal representatives.



- vii) A portion of the said premises No.59A, Sarat Bose Road was subsequently separately assessed and renumbered as premises No. 2/1A, Mahendra Road.
- viii) By the Deed of Trust dated 8<sup>th</sup> January 1970 and registered in the office of Registrar of Assurances, Calcutta in Book No.1, Volume No.36, Pages No.180 from 193 Being No.736 for the year 1970, and made between (1) Bimal Kumar Chatterjee, (2a) (Smt.) Smritikona Chatterjee, (2b) Kishore Chatterjee,(2c) Alope Chatterjee, (3) Sailendra Chatterjee, (4) Surath Kumar Chatterjee and (5) Monindra Kumar Chatterjee as the Settlers of the One Part and (Smt.) Smritikona Chatterjee and Monindra Kumar Chatterjee as the Trustees of the Other Part, the Settlers thereto, for the purposes and objects therein mentioned, did thereby grant transfer convey assign and assure unto the Trustees thereto **All Those** the premises No.59A, Sarat Bose Road(having a land area of 4 Cottahs 12 Chittacks and 12 Sq.ft., with partly three storeyed mainly two storeyed brick built messuage or dwelling house), **And** a portion of premises No.2/1A Mahendra Road(having a land area of 0 Cottahs 2 Chittacks and 25 Sq.ft., with corrugated iron roofed garage), **And** a portion of premises No.2/1A Mahendra Road(having a land area of 3 Cottahs 4 Chittacks and 33 Sq.ft., three storeyed brick built messuage or dwelling house), **And** common passage or pathway having a land area of 1 Cottahs 0 Chittacks and 6 Sq.ft. (out of which 0 Cottahs 13 Chittacks and 41 Sq.ft. was appertaining to premises No.2/1A, Mahendra Road and 0 Cottahs 2 Chittacks and 10 Sq.ft. was appertaining to premises No.59A, Sarat Bose Road).
- ix) Under the said Trust Deed it was mentioned that on the death of the last survivor of the Settlers, the trust properties shall vest as follows:-
- a) The 1<sup>st</sup> Floor of Premises No.59A, Sarat Bose Road mentioned in Part I of the Schedule thereunder written, with all additional constructions, if any, part of the roof and item 7 of Part 1(a) and Lot P of Part I(b) in the map or plan thereto shall vest be in the heirs of Alope Chatterjee and Kishore Chatterjee, absolutely and in equal shares intention being that the heirs of Alope Chatterjee shall be entitled to the half of it and if there would be more than one heir the said half share would vest in them absolutely and likewise the other half would vest in the heirs of Kishore Chatterjee absolutely and if more than one heir then as amongst them equally.
  - b) The ground floor of premises No.59A, Sarat Bose Road mentioned in Part I of the Schedule thereunder written will vest absolutely in the heirs of Monindra Kumar Chatterjee and forever for their exclusive use and enjoyment, and if more than one in equal shares.
  - c) The Ground floor and Second floor of premises No.2/1A, Mahendra Road mentioned in Part II of the Schedule thereunder written will vest absolutely in the heirs of Sailendra Kumar Chatterjee and forever and if more than one in equal shares.
  - d) The first floor of premises No.2/1A, Mahendra Road mentioned in Part II of the Schedule thereunder written will vest in the heirs of Dr. Surath Kumar Chatterjee absolutely and forever and if more than one in equal shares.
  - e) The portion marked as Lot Q and intended for the use of Bimal Kumar Chatterjee for the term of his natural life shall on his demise be held by the Trustees for benefit of Alope Chatterjee and Kishore Chatterjee and their heirs and the trustees shall allow the Settlers, Alope Chatterjee and Kishore Chatterjee to put necessary funds for the purpose of development of the said Lot Q and the trustees shall on separation and amalgamation of the said Lot Q with 59A, Sarat Bose Road effect such development for the benefit of said Alok Chatterjee and Kishore Chatterjee and their respective heirs and the said Lot Q as developed would vest in the heirs of said Alok Chatterjee and Kishore Chatterjee absolutely when the trust comes to an end on the death of the last survivor amongst the said Settlers Provided Always such development and benefit would accrue to said Alok Chatterjee and Kishore Chatterjee and their heirs if they or their heirs had paid Rs.15,000/- in the hands of the trustees for payment to the Settlers other than said, Alok Chatterjee, Kishore Chatterjee and the heirs of Bimal Chatterjee and if at that time any one of more of those Settlers entitled to the benefit of that fund of Rs.15,000/- is dead, his or their heirs would receive the fund from the Trustees.



Suman & Chakraborty



- f) Whilst and during the time that the trust created by these presents continue, the portion shown as 13 and 14 in the map or plan thereto annexed and being portions of premises No.59A, Sarat Bose Road and 2/1A, Mahendra Road particularly described in Part III of the said Schedule shall continue to be used and enjoyed as the common passage for the benefit of both the premises and even when the trust comes to an end and the properties vest absolutely in the heirs of the Settlers in the manner therein provided, the said common passage marked in the plan would continue to be so used and enjoyed for the benefit of all the heirs in whom such properties would vest absolutely.
- x) Subsequently, Premises No.2/1B, Mahendra Road, was carved out of portions of premises No.59A, Sarat Bose Road and 2/1A, Mahendra Road.
- xi) The said Sailendra Kumar Chatterjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 13<sup>th</sup> May 1998 leaving him surviving his wife and only daughter namely Smt. Ira Chatterjee and (Smt.) Regina Chatterjee as his only heiress and legal representative. His wife Ira Chatterjee died intestate on 12.11.2016 leaving behind her only daughter Smt. Regina Chatterjee as her only heiress.
- xii) The said Surath Kumar Chatterjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 05.10.2009, leaving him surviving his wife Konica Chatterjee and only son namely, Tridib Chatterjee as his heirs and legal representatives. His wife Konica Chatterjee died on 09.02.2011 leaving behind her only son Tridib Chatterjee as her only heir.
- xiii) The said Monindra Kumar Chatterjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 3<sup>rd</sup> May, 1996, leaving him surviving his wife Madhabi Chatterjee and his two sons namely Sanjib Chatterjee and Rajib Chatterjee as his heirs and legal representatives. His wife Madhabi Chatterjee died on 30.05.2006 leaving behind her two sons Sanjib Chatterjee and Rajib Chatterjee as her heirs and legal representatives.
- xiv) The said Sanjib Chatterjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 18.05.2016, leaving him surviving his widow namely, (Smt.) Tanuka Chatterjee, his only son namely Shaunak Chatterjee and his only daughter namely, (Smt.) Sneha Chatterjee (Dutta Roy) as his only heir heiresses and legal representatives.
- xv) Presently, Kishore Chatterjee is the only surviving Settlor under the said Deed of Trust and the said Trust is still valid subsisting and in full force and effect. The original Trustees having passed away, the only surviving Settlor, Kishore Chatterjee, decided to appoint new trustees.
- xvi) By virtue of the **Deed of Appointment of Trustees** dated 15th October 2018 made between Kishore Chatterjee as the Settlor and the abovenamed Present Trustees as the Trustees and registered with the Additional Registrar of Assurances-III, Kolkata in Book IV Volume No.1903-2018 Pages 187182 to 187213 Being No.190306555 for the year 2018, the Present Trustees are the only Trustees of the said Trust and fully entitled to the Trust Properties as such trustees.
- xvii) The said three Premises, being (i) Municipal Premises No.59A, Sarat Bose Road; (ii) Municipal Premises No.2/1A, Mahendra Road; and (iii) Municipal Premises No.2/1B, Mahendra Road were amalgamated into one single premises and continued to be numbered as No.59A, Sarat Bose Road (being the said Premises) and the name of the said Land Owners/Trustees is recorded as the owner thereof.
- xix) The Confirming Parties / Beneficiaries are presently the only beneficiaries in terms of the said Deed of Trust.



Sumant Chakraborty

**RECEIPT AND MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Allottee the within mentioned sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only being the consideration in full payable under these presents to the Promoter by cheques / pay order / demand draft and/or in cash.

**WITNESSES:****(PROMOTER)***Sumanta Chakraborty*

## Annexure "A"

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- iii) **SAID PREMISES** shall mean **All That** the Municipal Premises No.59A, **Sarat Bose Road** [formed upon amalgamation of (i) Municipal Premises No.59A, **Sarat Bose Road**; (ii) Municipal Premises No.2/1A, **Mahendra Road**; and (iii) Municipal Premises No.2/1B, **Mahendra Road**]; P.O. Bhowanipore, P.S. Bhowanipore, Ward No.072 of the Kolkata Municipal Corporation, Kolkata 700025, West Bengal, containing a land area of **9 (Nine) Cottahs 3 (Three) Chittacks 31 (Thirty One) Square Feet** more or less as per Trust Deed and **9 (Nine) Cottahs 14 (Fourteen) Chittacks 1 (One) Square Feet** more or less as per physical survey, more fully and particularly mentioned and described in the **FIRST SCHEDULE**.
- iv) **PROJECT / BUILDING AND/OR NEW BUILDING** shall mean the new Building proposed to be constructed by the Promoter at the said Premises having a Ground Floor and 6 (six) Upper Floors and containing several independent and self contained Flats / Apartments and/or Units and/or parking spaces, commercial / retail areas / spaces, semi-commercial spaces, offices, showrooms, and other constructed areas. The Allottee is aware that portions of the Building contain Commercial / Retail / Office / Non-Residential Spaces and shall have no objection with regard thereto in any manner whatsoever.
- v) **ALLOTTEES / UNIT-HOLDERS / CO-OWNERS** according to the context shall mean all the buyers/owners who from time to time have purchased or agreed to purchase either from the Promoter or the Owners and taken possession of any Apartment / Unit in the said Premises.
- vi) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the Said Premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the Said Premises, it is expressly agreed understood and clarified that the Allottees of Commercial Units shall not be entitled to use all the Common Areas and Installations under normal circumstances (except in emergency / exigency such as in case of fire etc., or for repairs / renovations, drawing lines for utilities etc.) **but** shall have limited right to use only specific Common Areas and Installations as herein mentioned (i.e. not all Common Areas and Installations will be available for use by the allottees of Commercial Units despite them having proportionate undivided share therein and shall be entitled to use only those common areas as are mentioned in **Part-II of the Third Schedule** hereinabove written).

It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular Apartment / Unit or commercial space(s), exclusive greens / gardens attached to any particular Apartment / Unit, all Parking Spaces, the area measuring (15'3" x 7') equivalent to 105 sq ft on the Southern



*Sumant Chakraborty*

side / corner of the Premises, which is delineated in the **First Plan** annexed hereto by "**Green**" borders, and other open and covered spaces at the Premises and the Building which the Promoter may from time to time express or intend not to be so included in the common areas and installations and the Promoter and the Owners shall be entitled to deal with and/or dispose of the same in their absolute discretion, to which the Allottee hereby consents.

**It is also clarified that** the Allottees of Commercial Units shall not be entitled to use all the Common Areas and Installations under normal circumstances (except in emergency / exigency such as in case of fire etc., or for repairs / renovations, drawing lines for utilities etc.) **but** shall have limited right to use only specific Common Areas and Installations as herein mentioned (i.e. not all Common Areas and Installations will be available for use by the allottees of Commercial Units despite them having proportionate undivided share therein and shall be entitled to use only those common areas as are mentioned in **PART-III** of the **THIRD SCHEDULE** hereto).

The final scheme for use and enjoyment of the Common Areas and Installations shall be determined by the Developer at its sole discretion after completion of construction of the Building and the Allottee hereby consents to the same.

- vii) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Allottees of the Said Premises (including to the Allottees of Units in the Commercial Portion) and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Allottees.
- viii) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations, rendition of services in common to the Unit Holders / Allottees in the Said Premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective apartments / units exclusively and the Common Areas and Installations in common.
- ix) **UNITS** shall mean the independent and self-contained Flats / Apartments and/or Units and/or Commercial / Retail / Office / Non-Residential Spaces and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said Premises and wherever the context so permits or intends shall include the Parking Space/s and/or roof/s and/or terrace/s and/or exclusive gardens / greens and/or other properties benefits and rights, if any, attached to the respective Flats / Apartments / Units and/or Commercial / Retail / Office / Non-Residential Spaces and also the proportionate undivided share in the common areas and installations, attributable thereto.
- x) **PARKING SPACES** shall mean garages and/or closed parking spaces and/or covered parking spaces in or portions of the Building and the Premises as expressed or intended by the Promoter at its sole discretion for parking of motor cars and other vehicles. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified, without the allottee having any ownership or title to the space thereof. It is also clarified that in



*Sumanta Chakraborty*



case any parking be a stack car parking (i.e. having access through another parking space or vice versa), then allottees of both the stack parkings shall allow each other to park his / her / its motor car and for that shall do all acts as be necessary (including to remove / shift his / her motor car from time to time as be required).

- xi) **CARPET AREA** according to the context shall mean the net usable floor area of any Apartment / Unit, excluding the area covered by external walls, areas under service shafts (if any), exclusive balcony or verandah or exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment / Unit;
- xii) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the building (including the area of the balconies / terraces therein and/or attached thereto and also including the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Apartment / Unit).
- xiii) **CHARGEABLE / SUPER BUILT-UP AREA** according to the context and in relation to a particular unit shall mean and include the Built-Up Area of such Apartment / Unit **AND** shall include the proportionate share of the areas of the common areas in the Building and the Premises, attributable to such Apartment / Unit as shall be determined by the Promoter in its absolute discretion. It is clarified that Chargeable / Super Built-up Area has been given only for reference sake and calculation of maintenance charges and has nothing to do with the pricing of the said Apartment / Unit agreed to be purchased by the Allottee.
- xiv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Built-up Area of the said Apartment / Unit may bear to the Built-up Area of all the Units in the Said Premises **PROVIDED THAT** where it refers to the share of the Allottee or any Allottee in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Apartment / Unit).
- xv) **SAID APARTMENT / UNIT** shall mean the Residential Apartment / Unit No. \_\_\_ on the \_\_\_ floor of the Building to be constructed at the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE and wherever the context so permits** shall include the Allottee's proportionate undivided share in the Common Areas and Installations attributable to the said Apartment / Unit **and further wherever the context so permits** shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the Open Private Terrace attached to the said Apartment / Unit if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use the green / garden attached to the said Apartment / Unit if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE and further wherever the context so permits** shall include the exclusive right to use and enjoy the open space measuring (15' 3" x 7') equivalent to 105 sq ft on the Southern side of the Premises, which is delineated in the **First Plan** annexed hereto by "Green" borders, if so



*Suman Chakraborty*

specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE** and further wherever the context so permits shall include the exclusive, unrestricted and absolute right to install VSAT, Radio Tower, leased data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top roof of the Building and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE** and further wherever the context so permits shall include the exclusive, unrestricted and absolute right to install Generator at any portion of the said Premises and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.

- xvi) **DEVELOPMENT AGREEMENT** shall mean the Development Agreement dated 10th June 2022 entered into between the Land Owners and the Promoter and registered in the office of ARA-II, Kolkata in Book I Being No.190206418 for the year 2022;
- xvii) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Allottees, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- xviii) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.
- xix) **PLAN** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2022080040 dated 22<sup>nd</sup> June, 2022, for construction of the Building/s at the said Premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and Owners (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Allottee hereby consents. The Allottee is also aware of the fact and consents and admits that owing to construction of additional areas / floors / extension of building/s as elsewhere herein contemplated, the proportionate undivided share of the Allottee in the Common Areas and Installations shall be and/or is likely to stand reduced.
- xx) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- xxi) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- xxii) The expression **ALLOTTEE** shall be deemed to mean and include:
- (a) In case the Allottee be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
  - (b) In case the Allottee be a Hindu Undivided Family, then its members / coparceners for the time being their respective heirs legal representatives executors and administrators;



*Sumanta Chakraborty*

- (c) In case the Allottee be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
- (d) In case the Allottee be a company, then its successors or successors-in-office;



Sumanta Chakraborty

## Annexure "B"

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Allottees shall be consistent with the rights and interest of all the other Allottees and in using and enjoying their respective apartments / units and the Common Areas and Installations, each of the Allottees (including the Allottee) shall be bound and obliged:
- (a) to co-operate with the Maintenance In-charge in the management and maintenance of the said Premises and the common purposes;
  - (b) to observe fulfill and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said Premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be;
  - (c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their apartments / units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their apartments / units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout;
  - (d) in case of **Residential Flats / Apartments**, to use their respective Flats / Apartments (and utility rooms etc.) only for the private dwelling and residence in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter and/or the Land Owners first had and obtained, it being expressly agreed that such restriction on the Allottees shall not be applicable to the Promoter and/or the Land Owners nor shall in any way restrict the right of the Promoter to use or permit to be used any unit belonging to the Promoter for non-residential purposes;
  - (e) in case of **Commercial / Retail / Non-Residential Areas / Spaces**, then to use the said Unit only for lawful commercial purposes and in a decent and respectable manner and for no other purposes (including residential) whatsoever without the consent in writing of the Promoter and/or the Land Owners first had and obtained, it being expressly agreed that such restriction on the Allottee shall not in any way restrict the right of the Promoter and/or the Land Owners to use or permit to be used any other commercial space / unit in the building for residential or other purposes;
  - (f) notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed understood and clarified that in case the said Unit be a Commercial Space, then the Allottee / transferee of such commercial space shall in normal course (excluding exigencies and emergencies) not enter upon the residential portion of the Building **Provided That** nothing shall impair or prejudice the rights of easements and of ingress and egress of such Allottee / transferee of such Commercial Space over all portions of the Building and the Premises as may be reasonable necessary for beneficial use and enjoyment such Commercial Space and properties benefits and rights appurtenant thereto (including installation of VSAT, Radio Tower, leased data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top



*Sumant Chakraborty*



roof and separate exclusive Generator at a portion of the said Premises and the rights of easements and of ingress and egress and also for repairs, replacements etc. thereof, if and as permitted by the Promoter and/or the Land Owners) **And** further the Allottee / transferee of such Commercial Space shall be entitled to common facilities of generator, water supply system with accessories and installations; drainage system, fire system, supply of electricity etc., as the Developer may decide in its absolute discretion.

- (g) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars.
- (h) not to use the ultimate roof of the Building or the Common Areas and installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Allottees.
- (i) to use the Common Areas and installations only to the extent required for ingress to and egress from their respective apartments / units of men and materials and passage of utilities and facilities.
- (j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said Premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said Premises.
- (k) not to claim any right whatsoever or howsoever over any unit or portion in the said Premises save their respective Apartments / Units.
- (l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor as be expressly approved or provided by the Promoter and decent nameplates outside the main gates of their respective Apartments / Units. It is hereby expressly made clear that in no event any Allottee shall open out any additional window or any other apparatus protruding outside the exterior of his Apartment / Unit.
- (m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said Premises or may cause any increase in the premia payable in respect thereof.
- (n) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the said Premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated.
- (o) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so.
- (p) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building.
- (q) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Units in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or



*Suman Chakraborty*

cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Allottees shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- (r) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Apartments / Units agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Apartments / Units to any other owner of Apartment / Unit in the Building and none else.
- (s) In case any Open Terrace be attached to any Apartment / Unit, then the same shall be a property / right (as applicable) appurtenant to such Apartment / Unit and the right of use and enjoyment thereof shall always travel with such Apartment / Unit and the following rules terms conditions and covenants shall be applicable on the Allottee thereof in relation thereto:
- i) The Allottee thereof shall not be entitled to sell convey transfer or assign such Open Terrace independently (i.e. independent of the Apartment / Unit owned by such Allottee in the said Building);
  - ii) The Allottee thereof not make construction of any nature whatsoever (be it temporary or permanent) on such Open Terrace nor cover the same in any manner, including *Shamianas* etc.;
  - iii) The Allottee thereof not installs a tower or antenna of a mobile phone company or display hoardings or placards.

However, the Allottee thereof may convert such Open Terrace into a garden lawfully without in any manner affecting the structural stability of the building.

- (t) In the event any Allottee has been allotted any car parking space within the premises, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and shall not at any time claim ownership title interest or any other right over the same save the right to park one medium sized motor car thereat;
  - (ii) The Allottee shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Apartment / Unit, to any person;
  - (iii) The Allottee shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever;
  - (iv) The Allottee shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car



*Sumanta Chakraborty*

or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the premises save at the allotted Parking Space;

- (v) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Owners and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the said building and the said premises.
- (vi) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Owners with regard thereto.
- (u) In the event any Allottee has been allotted any store room, whether jointly with the Apartment / Unit or independently, then such Allottee shall be bound and obliged to observe fulfill and perform the following terms and conditions:
- (i) The Allottee shall use such store room only for the purpose of storage and for no other purpose whatsoever;
- (ii) The Allottee shall not be entitled to sell transfer or assign to any person such store room or allow or permit any one to use such store room as tenant, lessee, caretaker, licensee or otherwise or part with possession of such store room, independent of his Unit,;
- (iii) The Allottee shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the store room.
- (iv) The Allottee shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such store room and shall indemnify and keep saved harmless and indemnified the Promoter and the Maintenance Company with regard thereto.
- (v) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their respective Apartments / Units.
- (w) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise.
- (x) not be entitled to nor permitted to make any structural changes / modifications to their respective Apartments / Units or any part thereof Provided That internal finishing work may be carried out by the Allottees in a lawful manner.
- (y) not make construction of any nature whatsoever (be it temporary or permanent) in or about the balcony / terraces etc., nor cover the same in any manner, including *Shamianas* etc.
- (aa) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations



*Sumanta Chakrabarti*

and amenities at the said Premises including those under the West Bengal Fire Service Act, The Air (Prevention & Control of Pollution) Act, 1981, the Water (Prevention & Control of Pollution) Act, 1974 and The Environment (Protection) Act, 1986 and rules made thereunder, and shall indemnify and keep the Promoter and the Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on their part.

- (bb) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Allottees as the case may be without holding the Promoter or the Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Allottees.
- (cc) to apply for and obtain at their own costs separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of The Kolkata Municipal Corporation.
- (dd) not to fix or install air conditioners in their respective Apartments / Units save and except at places where provision has been made by the Promoter installation of the same. In case of and in the event any Allottee installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.100 (Rupees Hundred) per sq. ft., of the Chargeable Area of such Allottee's Apartment / Unit and shall also forthwith remove the air conditioner/s. Further, before installation, the Allottees shall also get the layout plan of the air conditioner/s to be installed in their respective Apartments / Units approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Apartments / Units.
- (ee) Not to make or permit to be made any alterations in or additions to the Premises or any part thereof or the common fixtures, fittings and decorations therein and without prejudice to the generality of the foregoing not to install or construct any internal partitions save with the prior written approval of the Promoter and even thereafter in a lawful manner, upon such terms and conditions as the Promoter and the relevant authorities deem fit, such consent and approval to be sought at the Allottee's own cost and if the Promoter shall give such written consent and relevant authorities shall give such approval, to carry out at the Allottee's own expense such alterations or additions with such materials and in such manner and at such times and by such contractors as



*Sumant Chakraborty*



shall be approved by the Promoter and the Allottee shall at their own expense obtain all necessary planning approval and any other consents pursuant to the provisions of any statute, rule, order, regulation or bye-law applicable thereto and shall comply with the conditions thereof.

- (ff) Not to affix or install any further or additional electrical points in or about the said Apartment / Unit without the prior written consent of the Promoter and the relevant authorities and provided further that all such work, if permitted, shall be carried out by a licensed electrical contractor to be employed and paid by the Allottee who shall ensure as part of the work that the existing circuits are not overloaded or unbalanced. Prior to any electrical installation works the Allottee will be required to submit proper electrical plans to the Public Utilities Board or Power Supply authorities or other relevant authorities for approval.
- (gg) All debris and waste materials of whatever nature resulting from any works in the said Apartment / Unit shall be disposed by the Allottee in the manner prescribed by the Promoter and/or the Maintenance In-charge failing which the Promoter and/or the Maintenance In-charge reserve the right (without being under any obligation to do so) to dispose of the same and all costs and expenses incurred by the Promoter and/or the Maintenance In-charge in this respect shall be paid by the Allottee to the Promoter and/or the Maintenance In-charge on demand.
- (hh) To keep the said Apartment / Unit and every part thereof clean and hygienic and tidy and at a standard acceptable to the Promoter and/or the Maintenance In-charge and to keep all pipes drains basins sinks and water closets if any in the premises clean and unblocked / unclogged. Any cleaners employed by the Allottee for the purposes hereof shall be at the sole expense and responsibility of the Allottee.
- (ii) The Allottee shall not throw refuse, rubbish, scrap, tins, bottles, boxes, containers of any kind, any article or thing through or over windows or any part of the said Premises but into proper bins receptacles or containers only.
- (jj) In the event of any default by the Allottee, the Promoter and/or the Maintenance In-charge may carry out such remedial measures as they think necessary and all costs and expenses incurred thereby shall be paid by the Allottee to the Promoter and/or the Maintenance In-charge forthwith on demand and all costs and expenses so incurred together with interest thereon from the date the costs and expenses were so incurred by the Promoter and/or the Maintenance In-charge until the date they are paid, shall be recoverable from the Allottee as if they were rent in arrears.
- (kk) To keep the said Apartment / Unit securely fastened and locked at all times when they remain unattended and not to keep any animal or reptile in the Apartment / Unit.
- (ll) Not to block up, darken, or obstruct or obscure any of the windows or lights belonging to the said Apartment / Unit or to any part of the Building.
- (mm) Not to cover or obstruct any ventilating shafts or air-inlets or outlets.
- (nn) Not to erect or install on the windows of the said Apartment / Unit or on any glass panel any sign device furnishing ornament or object which is visible from outside the said Apartment / Unit and which, in the opinion of the Promoter, is incongruous or unsightly or may detract from the general appearance of the Building.



*Sumanta Chakraborty*

- (oo) Not to affix, erect, attach, paint, exhibit or permit or suffer so to be upon any part of the exterior of the said Apartment / Unit or any part of the Building any placard poster notice advertisement name or sign or television or wireless mast or aerial or any other thing whatsoever save and except such as shall have been previously approved in writing by the Promoter and at the Allottee's own cost and expense.
- (pp) Not to place or take into the lifts, without the prior approval of the Promoter and/or the Maintenance In-charge, any baggage, furniture, heavy articles or other goods.
- (qq) Not to do any act deed or thing whereby the rights of any of the other Allottees / Co-owners / Occupiers of other Apartments / Units in the Building is interfered or obstructed and shall do all acts deed and things for the purpose of maintaining decency of the Building.
- (rr) Not to store or any goods articles or material in or about the said Unit which are hazardous inflammable combustible illegal or prohibited by law.
- (ss) not to close or permit the closing of verandahs, lounges, balconies, lobbies or the common areas and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, balconies, lounges or any external walls or the fences of external doors and windows including grills of the Apartment / Unit which in the opinion of the Promoter or the Maintenance Company differs from the colour scheme of the building or deviation of which in the opinion of the Promoter or the Maintenance Company may affect the elevation in respect of the exterior walls of the building and if so done by any Allottee, such Allottee shall be liable to pay to the Promoter, liquidated damages assessed @Rs.100/=(Rupees One Hundred) only per sq. ft. of the Chargeable Area of such Allottee's Apartment / Unit. Such Allottee shall also be liable to reimburse to the Promoter and/or the Maintenance Company, the actual costs, charges and expenses plus 50% (fifty Percent) of such actual costs, charges and expenses, for restoring the concerned Apartment / Unit to its original state and condition, for and on behalf of and as the agent of such Allottee.
- (tt) not to make in the Apartment / Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Allottee shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.100/= (Rupees One Hundred) Only per sq. ft., of the Chargeable Area of the concerned Apartment / Unit.
- (uu) to bear and pay and discharge exclusively the following expenses and outgoings, with effect from the Deemed Date of Possession /Date of Commencement of Liability (as defined in the Sale Agreement):-
- i) Municipal rates and taxes (and also the commercial surcharge in case the said Unit be a Commercial Space) and water tax, if any, assessed on or in respect of their respective units directly to The Kolkata Municipal Corporation Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Allottee shall pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the Premises;
  - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said Premises as a whole and whether demanded from or payable by the Allottees or the



*Sumant Chakraborty*

Promoter or the Owners and the same shall be paid by the Allottees wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said Premises as a whole.

- iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Allottees for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Allottees shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.
  - iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Allottees, proportionately to the Promoter or the appropriate authorities as the case may be.
  - v) Proportionate share of all Common Expenses (including those mentioned in the **Third Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Allottees shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs.5.00/- (Rupees Five Only) per square foot per month of the Chargeable Area of their respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services.
  - vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Allottees in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).
- (vii) to observe such other covenants as be deemed reasonable by the Promoter and/or the Land Owners and/or the Maintenance Company from time to time for the common purposes.

2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7<sup>th</sup> day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Allottee shall be deemed to have been served upon the Allottee, in case the same is left in the said Apartment / Unit or in the letterbox earmarked for the said Apartment / Unit.
3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Allottee and the other allottees



*Suman Chakraborty*

proportionately. Furthermore, such payment shall be made by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Allottee.

4. In the event of the Allottee failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Allottee under these presents and/or in observing and performing the covenants terms and conditions of the Allottee hereunder, then without prejudice to the other remedies available against the Allottee hereunder, the Allottee shall be liable to pay to the Maintenance In-charge interest at the rate of 12% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
- (i) disconnect the supply of electricity to the said Apartment / Unit;
  - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Allottee and his family members, servants, visitors, guests, tenants, licensees and/or the said Apartment / Unit;
  - (iii) to demand and directly release rent and/or other amounts becoming payable to the Allottee by any tenant or licensee or other occupant in respect of the said Apartment / Unit.
  - (iv) to display the name of the Allottee as a defaulter on the notice board of the Building/s.
5. It is also agreed and clarified that in case any Allottee (not necessarily being the Allottee herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Allottee shall not hold the Promoter or the Maintenance In-charge or the Land Owners responsible for the same in any manner whatsoever.



*Sumantra Chakrabarti*



DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

BETWEEN

**M/S. ADITRI PROPERTIES PVT. LTD.**  
... PROMOTER/ DEVELOPER

AND

**KISHORE CHATTERJEE & 5 OTHERS**  
... OWNERS / LAND OWNERS

AND

**KAUSHIK CHATTERJEE & OTHERS**  
.... CONFIRMING PARTIES / BENEFICIARIES

AND

\_\_\_\_\_ ... ALLOTTEE/PURCHASER

**CONVEYANCE**

(Apartment / Unit No.6B on the 6<sup>th</sup> Floor  
in the Project "THE59")

**SARAOGI & COMPANY**

Advocates

7B Kiran Shankar Roy Road  
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Kolkata # 700 001  
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*Sumanta Chatterjee*