For Mitra Guha Associates Proprietor

Self-Attested:

Twenty Three)

VENDOR of the FOURTH PART

AND SREE son of Aged about Years by profession residing at called the PURCHSER (which term expression shall unless repugnant or contrary to the context include his heirs executors administrators legal representative) of the SECOND PART

All the parties hereinabove having the permanent address at 3, Tanupukur Road, Kolkata – 700031 Police Station – Garfa, Post Office – Dhakuria, all by faith Hindu hereinafter called together as VENDORS (which term shall unless repugnant or contrary to the context include their respective heirs executers administrators legal representative) of the ONE PART

SMT MRIDULA GHOSH wife of Sree Kalyan Ghosh aged about years hereinafter called the VENDOR of the FIFTH PART AND

hereinafter called the VENDOR of the THIRD PART AND

SMT ALO GHOSH wife of Sree Tarun Chandra Ghosh housewife by occupation aged about years

AND

SREE RANJAN GHOSH son of late Barun Chandra Ghosh and Smt. Pronati Ghosh service holder by occupation, aged about years hereinafter called the VENDOR of the SECOND PART

AND

SMT SUNJUKTA GHOSH wife of Sree Debal Ghosh service holder by occupation aged about years housewife hereinafter called the VENDOR of the FIRST PART

BETWEEN

DEED OF CONVEYANCE

SMT TAPATI GHOSH wife of Sree Prasun Chandra Ghosh, aged about years hereinafter called the

AND

<u>AND</u>

MITRA GUHA ASSOCIATES, a proprietorship Firm, having trade license no. 000104006594 dated 16th December 2015 having its Registered Office at 10, Amita Ghosh Road, P.O & P.S – Ballygunge, Kolkata - 700029, represented by its Proprietor **SRI HIMADRI GUHA**, PAN – AGEPG9058Q, son of Late Debabrata Guha, having his Office at 7B, Kiron Shankar Roy Road, P.O & P.S – Hare Street, Kolkata - 700001, hereinafter called and referred to as the **DEVELOPER/CONFIRMING PARTY** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS:

- 1. The terms used in this indenture unless they be contrary or repugnant to the subject or context shall mean and include the following:-
 - ASSOCIATION shall mean a Limited Company or Society or Syndicate or Association to be promoted and formed by the developer and/or the co-owners for the common purpose.
 - ii) COMMON PORTIONS shall mean all the common areas, driveways facilities, amenities, erections constructions and installation comprising the premises and/or the new building more fully mentioned in the Third Schedule hereto and expressed or intended by the developer, for common use and enjoyment by the co-owners.
 - iii) COMMON EXPENSES shall include all expenses to be incurred by the co-owners for the maintenance management and upkeep of the building mentioned in the Fourth schedule hereunder.
 - iv) COMMON PURPOSES shall mean the purposes of managing and maintaining the building and the premises, particularly the common portions, collection and disbursement of the common expenses and dealing with matters of common interest of the co-owners relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective unit/flats, exclusively and the common portions in common.
 - v) CO-OWNERS shall according to its context, mean all the persons who acquire or agree or own unit/flats in the building, including the vendors and the developer for those unit/flats not alienated or agreed to be alienated.

For Mitra Guha Associates

- vi) CORPORATION shall mean the Kolkata Municipal Corporation and shall also include, the Kolkata Metropolitan Development Authority Kolkata Improvement Trust, and other concerned authorities, which have sanctioned the plans and notified the construction of the building and/or are otherwise concerned with imposition of rates and taxes.
- vii) SUPER BUILT UP AREA shall according to its context, mean the plinth area of the said unit/flat or all the unit/flats is the new building including the bathrooms and balconies and the thickness of the boundary walls and pillars and also including a proportionate share of the covered area of the common portions PROVIDED THAT if any wall be common between 2(two) unit/flats then V-2(one half) of the area under such wall, shall be included in each such unit/flat.
- viii) **DEVELOPER** shall include abovenamed and include its successor or successors in interest and/or assigns.
- ix) DEVELOPMENT AGREEMENT dated 8th day of January 2019 between the predecessor and vendors and vendor and the developer confirming party in connection with the development of the premises being no. 3B, Tanupukur Road, Kolkata – 700031.
- LAND shall mean the land contained in the premises more fully described in the First
 Schedule on which the new building is constructed hereto.
- xi) **BUILDING** shall mean the building as has been completed by the developer on the premises.
- xii) PLANS shall mean the plans, drawings and specifications of the new building prepared by the Architect and the Kolkata Municipal Corporation having building plan no. 2020100096 dated 7th December, 2020 sanctioned by the concerned authorities and the Kolkata Municipal Corporation include the corporation PROVIDED THAT it shall also include all alterations/modifications therein form time, made with the approval of the Architect and/or the Corporation.
- xiii) **PREMISES** shall mean the premises described in the first schedule thereto and shall also include the new building constructed thereto wherever the context so permits.
- xiv) **PROPORTIONATE OR PROPORTIONATELY** shall mean the proportion which the covered area of any unit/flat be to the covered area of all the unit/flats in the new building **PROVIDED THAT** where it refers to share of any rates and/or taxes amongs, the common expenses, then, such share of the whole, share be determined on the basis on which such rates and/or taxes are being respectively levied i.e. in cause the basis of any

For Mitra Guha Associates Proprieto

levy be area, rental income or user then the same shall be shared on the basis of area, rental income or user of the respective unit/flats by the co-owners, respectively.

- xv) PURCHASERS shall mean and include abovenamed their heirs, executors, administrators, legal representatives and/or assigns.
- xvi) SAID SHARE AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO shall mean and include the undivided impartibly proportionate share appurtenant to the said unit/flat and parking space TOGETHER WITH the proportionate benefit and/or share of the plans relating to the said unit/flat and common portions AND TOGETHER WITH the right to own, use and enjoy, wholly the said unit/flat and proportionately, the common portions.
- xvii) SAID UNIT/FLAT shall mean the unit/flat described in the Part II of the second schedule hereto and delineated in the Map or Plan annexed hereto and is bordered "Red" thereon.
- xviii) UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE shall mean the undivided share in the land contained in the Premises described in the first schedule hereto, appurtenant to the said unit/flat and inter alia agreed to be sold to the purchaser under the agreement for sale which shall always be impartible and shall be proportionate to the covered area of the said unit/flat and shall also include such shares appurtenant to all other unit/flat comprising in the building wherever the context permits.
- xix) **UNIT/FLATS** shall mean the spaces construction in the building intended and/or capable of being exclusively owned, held and/or occupied by a co-owner.
- XX) OWNERS/VENDORS shall mean the vendors above named 1) SREEMATI PRONOTI
 GHOSH, 2) SREE RANJAN GHOSH, 3) SREEMATI ALO GHOSH, 4) SREEMATI TAPATI
 GHOSH, 5) SREEMATI MRIDULA GHOSH.
- xxi) **SINGULAR** shall include the plural and vice-versa.
- xxii) **MASCULINE** shall mean feminine and vice-versa.
- xxiii) The name of the building shall be "AROHAN".

WHEREAS:

 One Satyendra Nath Mazumder since deceased being purchaser on 16th day of May 1950 in Auction sale purchase a plot of land admeasuring more or less 1 (one) Bigha 7 (seven) cottahs be it little more or less together with building thereon recorded in C.S

For Mitra Guha Associates Proprietor

Khatian No. 252 comprising C.S.Dag No. 645,646,647 and part of C.S.Dag No. 644, of Mouza Dhakuria, within Touzi No. 230/2, 233 of the district colleotorate within police station Sadar Tollygunge, Pargana Khaspur in the district of 24 Parganas at the relevant time known numbered and reputed as Premises No. 3 Tanupukur Road within Tollygunge Municipality at the relevant time presently the Kolkata Municipal Corporation in Rent execution case No. 82 of 1950 of the 1st Court of Munsiff at Alipore District 24 Parganas at the relevant time arising out of the Decree passed in Rent Suit No. 253 of 1949 of the said Court and the sale was duly confirmed and the said Satyendra Nath Mazumder as Auction Purchaser after completion of the said sale obtained delivery of possession of the said property purchased by him as aforesaid through the said Executing Court on 24th day of February 1951.

- 2. The Satyendra Nath Mazumder since deceased during his life time while continuing to seize and possess of the said property as absolute owner thereof as Lessor executed and registered a Deed of Lease at first for 18 years commencing from 14th day of June 1956 and thereafter prior to termination of the said period of Lease again executed a registered Deed of Lease for a period of 99 years commencing from 16th day of June 1974 in favour of Dr. Rama Roy since deceased being Lessee therein by executing a Deed of lease on 20.1.1972 to be effective on and from 16th day of June 1974 and delivered possession thereof to the Lessee. The said Deed of Lease executed by the said Satyendra Nath Mazumder since deceased on 20th day of January 1972 was recorded in Book No. I, Volume No. 19, Pages 30 to 34, Being Deed No. 298, for the year 1972 in the joint sub registration office at Alipore.
- 3. The said Satyendra Nath Mazumder since deceased during the life time executed a Will on 20.11.1973 in respect of the right title and interest in the said property being Premises No. 3 Tanupukur Road presently within Police Station Garfa formerly within Police Station Kasba prior to that within Police Station Jadavpur prior to that within Sadar Tollygunge subject to the said Lease for 99 years in favour of Dr. Rama Roy since deceased. The said Will was registered on 20.11.1973 and recorded in Book No. III, Volume No. 5, Pages 45 to 46, Being No. 73, for the year 1973, in the Sub Registration Office at Alipore.
- 4. By the said Will the said Satyendra Nath Mazumder since deceased gave devised and bequeathed his said property being Premises No. 3 Tanupukur Road presently within

Self-Attested:

For Mitra Guha Associates

Police Station Kasba formerly Jadavpur prior to that Sadar Tollygunge, Kolkata 700 031 subject to the said Lease in favour of the said Dr. Rama Roy to Swami Pragnananda alias Ramesh Chandra Ghosh since deceased the father of the Donor.

- 5. The said Dr. Rama Roy while seized and possessed of the said property being Lessee died on 27th day of August, 1984, after publishing her last Will and testament in respect of her Lease hold right of the said property being Premises No. 3 Tanupukur Road, Kolkata 700 031 on 18.06.1980. The said Dr. Rama Roy gave devised and bequeathed the said Leasehold right by the said Will to her cousin brothers namely Sri Arun Chandra Ghosh since deceased, Sri Tarun Chandra Ghosh, Sri Barun Chandra Ghosh, Sri Prasun Chandra Ghosh and Sri Kalyan Ghosh.
- 6. After death of the said Dr. Rama Roy as the other executors and Executrix named in the said Will did not prefer to act as such the said Sri Prasun Chandra Ghosh being one of the Executors with unanimous consent of all other Executors and Executrix under the said Will applied for granting of probate in respect of the said will left by the said Dr. Rama Roy since deceased numbered as case No. 54 of 1993 in the Hon'ble High Court at Calcutta in its Testamentary and intestate jurisdiction.
- 7. The Hon'ble High Court at Calcutta was pleased to grant the said Probats on 3rd July 1993 by virtue of the order passed on 19th day of March 1993 in favour of the applicant namely the said Sri Prasun Chandra Ghosh being one of the Executors as also one of the legatees in terms of the said Will.
- 8. The said Dr. Rama Roy since deceased gave devised and bequeathed by her said Will to her said cousin brothers namely Sri Arun Chandra Ghosh since deceased, Sri Tarun Chandra Ghosh, Sri Barun Chandra Ghosh since deceased, Sri Prasun Chandra Ghosh and Sri Kalyan Ghosh all that of her lease hold right title and interest on the basis of the said Deed of Lease as aforesaid in respect of the said land messuage and premises known numbered and reputed as Premises No. 3 Tanupukur Road, Kolkata 700 031 within Police Station Kasba formerly Jadevpur prior to that Sadar Tollygunge within the limits of the Kolkata Municipal Corporation at the relevant time District South 24 Parganas as mentioned hereinabove. The said Arun Chandra Ghosh in the meantime died on 31st day of May 1993 leaving behind him surviving as his heiress and heir his wife Smt. Kamala Ghosh since deceased and only son Sri Debal Ghosh respectively.

For Mitra Guha Associates

- The said Executor Sri Prasun Chandra Ghosh in due time filled inventory and accounts in the said Probats proceedings before the High Court at Calcutta and duly completed the administration of Estate of the deceased Dr. Rama Roy.
- 10. The said Prasun Chandra Ghosh thereafter as Executor transferred the said Leasehold right in respect of the said Premises No. 3 Tanupukur Road, Kolkata 700 031 in favour of the legatees namely (1) Smt. Kamala Ghosh (2) Sri Debal Ghosh (3) Sri Tarun Chandra Ghosh (4) Sri Barun Chandra Ghosh (5) Sri Prasun Chandra Ghosh and (6) Sri Kalyan Ghosh by executing a Deed of Transfer on 12th day of September 1994 duly registered in Book No. I, Volume No. 145, Pages 189 to 200, Being No. 7626, for the year 1994, in the sub Registration office at Alipore.
- 11. In the meantime the said Satyendra Nath Mazumdar died on 15.05.1976 after publishing his last Will and testament on 20th November 1973 as aforesaid but as the said Swami Pragnananda alias Ramesh Chandra Ghosh the only legatee under the said Will did not take out Probats in his life time, Sri Prasun Chandra Ghosh son of Late Swami Pragnananda alias Ramesh Chandra Ghosh after the death of his father which occurred on 17th day of May 1986 applied for letters of administration of the said Will. The Hon'ble High Court at Calcutta in its Testamentary and intestate Jurisdiction in PLA No 116 of 1997 was pleased to grant letters of administration in favour of Sri Prasun Chandra Ghosh on 06.10.1997 by virtue of an order passed on 5th day of September, 1997.
- 12. Swami Pragnananda alias Ramesh Chandra Ghosh since deceased while seized and possessed of the said land messuage hereditaments and premises subject to the said Lease hold rights during his life time published his last Will and Testament on 03.12.85 wherein the said Prasun Chandra Ghosh was named as one of the Executors to carry out provisions of the said Will.
- 13. The said Swami Pragnananda alias Ramesh Chandra Ghosh died on 17th day of May 1986, after publishing his last Will and testament on 3rd day of December 1985 as aforesaid and after his death as other Executors named in the said Will did not prefer to act as Executors the said Prasun Chandra Ghosh being one of the Executors and beneficiaries with unanimous consent of all other Executors applied for granting Probats of the said Will left by the said Swami Pragnananda alias Ramesh Chandra Ghosh since

For Mitra Guha Associates

deceased in case No. PLA 166 of 1999 in the High Court at Calcutta in its Testamentary and intestate Jurisdiction.

- 14. The Hon'ble High Court at Calcutta was pleased to grant the said Probats on 14th day of October 1999, in favour of said Sri Prasun Chandra Ghosh by virtue of an order passed on 6th day of September 1999.
- **15.** The said Swami Pragnananda alias Ramesh Chandra Ghosh since deceased by his Will gave devised and bequeathed all his immovable and movable properties to be found at the time of his death to his sons namely Sri Arun Chandra Ghosh since deceased, Sri Tarun Chandra Ghosh, Sri Barun Chandra Ghosh since deceased, Sri Prasun Chandra Ghosh and Sri Kalyan Ghosh.
- 16. The said Prasun Chandra Ghosh being Executor of the said Will of the said Swami Pragnananda alias Ramesh Chandra Ghosh since deceased took over possession of the said property being Premises No. 3 Tanupukur Road, Kolkata 700 031 within Police Station Garfa, formerly Kasba and before it Jadavpur Sadar Tollygunge within Municipal Ward No. 92 formerly 94 of the Kolkata Municipal Corporation at the relevant time.
- **17.** The said Sri Prasun Chandra Ghosh as Executor filled inventory and accounts in the said proceedings in due time and completed the administration.
- 18. The said Prasun Chandra Ghosh being Executor thereafter executed a Deed transfer giving assent to the legacy and handed over possession of the said property belonged to the deceased in terms of the Will left by Swami Pragnananda alias Ramesh Chandra Ghosh in favour of the said legatees by executing a Deed of transfer on 14th day of June 2000, duly registered in Book No I, Volume No. 59, pages 320 to 329, Being No. 2258 for the year 2000, in the sub registration office at Alipore.
- 19. The said Kamala Ghosh widow of said Arun Chandra Ghosh, since deceased thereafter died intestate on 9th June, 2007, leaving behind her surviving her only son the said Sri Debal Ghosh as her sole heir who inherited all the properties left by the said Kamala Ghosh since deceased absolutely and for ever.
- 20. The said leasehold interest and the ownership right having been merged has vested on the Donor herein and his other co-sharers as such he the said Donor is seized and possessed of the undivided 1/5th share of the said land messuage hereditaments and premises containing as area of 1(one) bigha 7(seven) cottahs recorded in the C.S Khatian No. 252 C.S.Dag Nos. 645, 646, 647 and part of Dag No. 644 of Mouza Dhakuria of Touzi

For Mitra Guha Associates

No. 230/2, 233 of the District collectorate, Pargana Khaspur, within Police Station Garfa formerly Kasba and Jadavpur prior to that Sadar Tollygunge being Premises No. 3 Tanupukur Road, Kolkata 700 031 within the limits of Kolkata Municipal Corporation.

- 21. The Vendors are seized and possessed of the land messuage hereditaments and premises admeasuring an area of 07 Cottahs 06 Chittacks 05 Sq.Ft. be it little more or less together with structure having brick wall with partly asbestos shed and partly C.I shed admeasuring built up area 300 Sq. Ft. be it little more or less standing thereon being well demarcated portion of the said Premises No. 3 Tanupukur Road, Kolkata 700 031 at present known as premises no. 3 Nripen Banerjee Sarani, Kolkata 700 031 as described in the First Schedule hereunder written and as also for better clearness as shown and delineated in the map or plan annexed herewith as part hereof thereon bordered "Red" and marked lot B as absolute owners thereof each having equal i.e. undivided 1/5 share therein.
- 22. The said Debal Ghosh has transferred by way of Gift to his wife undivided one fifth share of the said land admeasuring an area of 07 Cattah 06 Chittaks 05 Sq.Ft. registered in Book No. I, Volume No. 15, Pages from 2470 to 2488, Being No. 07196 for the year 2011.
- 23. The said Barun Chandra Ghosh since deceased has transferred by way of Gift to his wife Pronoti Ghosh since deceased one fifth share of the said same land admeasuring an area of 07 Cattah 06 Chittaks 05 Sq.Ft. registered in Book No. I, Volume No. 15, Pages from 2339 to 2357, Being No. 07200 for the year 2011. The said land is inherited by her only issue Sree Ranjan Ghosh, a vendor herein.
- 24. The said Tarun Chandra Ghosh has transferred by way of Gift to his wife Smt. Alo Ghosh one fifth share of the said same land admeasuring an area of 07 Cattah 06 Chittaks 05 Sq.Ft. registered in Book No. I, Volume No. 15, Pages from 2358 to 2376, Being No. 07199 for the year 2011.
- **25.** The said Prasun Chandra Ghosh has transferred by way of Gift to his wife Smt. Tapati Ghosh one fifth share of the said same land admeasuring an area of 07 Cattah 06 Chittaks 05 Sq.Ft. registered in Book No. I, Volume No. 15, Pages from 2646 to 2664, Being No. 07198 for the year 2011.
- **26.** The said Kalyan Ghosh has transferred by way of Gift to his wife Smt. Mridula Ghosh one fifth share of the said same land admeasuring an area of 07 Cattah 06 Chittaks 05 Sq.Ft.

For Mitra Guha Associates

registered in Book No. I, Volume No. 15, Pages from 2627 to 2645, Being No. 07197 for the year 2011.

On 8th of January, 2019 one Development Agreement between 1) Smt Sunjukta Ghosh, 2) Smt Alo Ghosh, 3) Sri Ranjan Ghosh, 4) Smt Tapati Ghosh, And 5) Smt Mridula Ghosh, all Vendors herein of **FIRST PART** was made **WITH MITRA GUHA ASSOCIATES**, a proprietor concern having permanent certificate of enlistment number 000104006594 dated 16th December 2015 having its Registered Office at 10, Amita Ghosh Road, P.O & P.S – Ballygunge, Kolkata - 700029, and having place of business at 7B, Kiron Shankar Roy Road, P.O & P.S – Hare Street, Kolkata - 700001 represented by **SRI HIMADRI GUHA**, PAN – AGEPG9058Q, Aadhar No – 8426 0239 5988 , Mobile No – 9831035154 son of Late Debabrata Guha, hereinafter called and referred to as the **PROMOTER/DEVELOPER** of the **SECOND PART.**

For Mitra Guha Associates

<u>AND WHEREAS</u> the developer have completed the construction of the unit/flat of the building on the said land and also have dully allotted the owner's allocation.

<u>AND WHEREAS</u> the purchaser have examined all documents title deeds of the said premises and got themselves fully satisfied about the title of the vendors therein to the said premises and have agreed not to raise any objection in regard thereto or make any requisition in connection therewith.

<u>AND WHEREAS</u> the purchaser have also inspected the sanctioned plan in respect of the said building also the nature and construction of the said building the common areas and facilities the said unit/flat at the floor level and also satisfied themselves and agreed not to raise any objection with regard to the sanctioned plan nature of construction of the building and also common areas facilities privileges etc.

NOW THIS INDENTURE WITHESSETH THAT:-

For Mitra Guha Associates Himaon Guba ...

No..... P.S. Garfa, Kolkata – 700 031, TOGETHER WITH the proportionate share and/or benefit of the land relating to the said unit/flat as the Floor and the common portions **TOGETHER WITH** the exclusive right to own, enjoy, use and occupy the said unit/flat fully described in the THIRD SCHEDULE PART – II hereunder written and delineated in colour RED in the plan annexed hereto and also the right to proportionately own, enjoy and use the common portions as fully described in the FOURTH SCHEDULE hereunder written in common with other co-owners and/or occupiers of the new building TOGETHER WITH the right and proportionate appurtenances thereto which are all hereafter as well as hereinbefore collectively called the said share and the right and properties appurtenant thereto and the confirming party doth hereby acknowledge to have received the entire consideration and according doth hereby grant, sale, convey, transfer, assign, assure ALL THAT the self contained the Real Estate (Regulation & Development Act, 2016) i.e. having an area of square feet super built up area of the ground plus three storied of the new building at the floor as fully described in the PART – I, PART – II respectively of the THIRD SCHEDULE hereunder written and rents, issues, and profits, thereof and the right and properties appertaining thereto and the said unit/flat and other rights hereto conveyed and all the estate right, title, interest, property claimed demand, whatsoever of the Vendors and confirming party unto or upon the said share and the right and properties appurtenant thereto and the said unit/flat at the floor and all other benefits, right and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof or arising thereto from and **TOGETHER WITH** further that all rights, liberties and appurtenances, privileges, trusts, liens, lispendences and attachments, whatsoever AND TOGETHER WITH FURTHER WITH and subject to the easements and quasi easements and other stipulations and provisions in connection with the beneficial common use and enjoyment of the premises the land and the new building by the purchasers and other co-owners as mentioned in the SIXTH SCHEDULE hereunder written TO HAVE AND TO HOLD the said share and the rights and properties appurtenant thereto and the said unit/flat at the Floor all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressed or intended to be and every

For Mitra Guha Associates

part thereof respectively or arising thereto from absolute and forever subject to the covenants conditions and the rules and regulations and restrictions mentioned in the **SEVENTH SCHEDULE** hereunder written and/or elsewhere therein **AND ALSO SUBJECT TO** the purchaser paying and discharging all taxes, impositions and other common expenses relating to the said premises proportionately and the said unit and or the said share and the right properties appurtenant thereto wholly, details whereof are fully mentioned in the **FIFTH SCHEDULE** and the **SEVENTH SCHEDULE** hereunder written.

II. VENDORS HEREBY CONVENANT WITH THE PURCHASERS AS FOLLOWS:-

i) **THAT** the interest which Vendors and the Developer/Confirming Party do hereby professes to transfer subsists and that the Vendors have the sole right, full power and absolute authority to grant sell convey, transfer assign and assure unto the purchaser, the said share and the rights and properties appurtenant thereto and the said unit/flat **TOGETHER WITH** the benefits, rights and properties hereby sold and conveyed.

ii) **AND THAT** it shall be lawful for the purchasers from time to time and at all times hereafter to enter into and upon and use hold and enjoy the said share and the rights and properties appurtenant thereto, the said unit, at the Floor all benefits, rights and properties hereby conveyed and every part thereof and receive the rents, issues and profits thereof, without any interruption disturbances claim or demand whatsoever from or by the Vendors/the Developer Confirming Party or any person or persons claiming through, under or in trust for the Vendors or the Developer/Confirming Party unless otherwise expressly mentioned herein **AND** freed and cleared from and against all manner of encumbrances, trust, liens and attachments, whatsoever SAVE only house as are expressly contained herein.

iii) **AND THAT** Vendors or the Developer/Confirming Party shall from time and at all times hereafter, upon every request and at the costs of the Purchasers make, do acknowledge exercise, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said share and the right and properties appurtenant thereto, the said unit/flat **TOGETHER WITH** the benefits lights and properties hereby granted, unto the purchaser in the manner aforesaid.

iv) **ALL THAT** vendors shall unless prevented by fire or some other irresistible force, from time to time and at all times hereafter, upon reasonable request and at the costs of the

For Mitra Guha Associates

purchaser to her attorneys or agents or before or at any trial, commission, examination, tribunal, board or authority for inspection or otherwise, as occasion shall require, the original title Deed of Premises and also at the like request and costs of the Purchasers deliver to the Purchasers such attested or other copies of extracts there from, as the Purchaser require and shall in meantime, keep the same safe, un-obliterated and uncancelled.

v) **AND THAT** the Vendors shall not do anything or make any grant, whereby the rights of the Purchasers hereunder may be prejudicially affected and shall do all acts as the necessary to ensure the rights available to the Purchase or Purchasers and as a co-owner hereunder.

vi) **AND FURTHER THAT** the Vendors shall duly fulfill and perform all their respective obligations and covenants elsewhere herein expressly contained.

III. THE PURCHSER DO HEREBY CONVENANT WITH THE VENDORS AND THE DEVELOPER AS FOLLOWS:-

To observe, fulfill and perform the rules, regulations and covenants hereunder written SAVE those thereof as have already been observed, fulfilled, performed, including, those described in the **SEVENTH SCHEDULE** hereto and to regularly pay and discharge, all taxes importations and all other outgoing on an in connection with the said unit/flat at thefloor and the common portions and/or the new building proportionately including the common expenses.

IV. <u>PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND</u> <u>BETWEEN THE PARTIES HERETO AS FOLLOWS:-</u>

i) **THAT** the said unit/flat at the floor constructed completed and tenable and vacant possession thereof has been delivered by the Confirming Party and received by the Purchasers.

ii) **ALL THAT** the Purchasers neither has nor shall claim from the Vendors in any other part pr portion of the land and/or the new building SAVE the said share and the rights and properties appurtenant thereto **AND** the said unit/flat and the benefits, rights and properties hereby sold and conveyed.

FIRST SCHEDULE ABOVE REFERRED TO:-

(Description of entire plot of land)

For Mitra Guha Associates Proprietor

ALL THAT piece or parcel of land messuage hereditaments and premises containing an area of 7(seven) cottahs 6(six) chittaks 5(five) square feet together with partly asbestos roofed and partly C.I roofed brick built structure having covered area about 300 Sq. Ft thereon comprised in C.S Dag No. 646 and part of C.S. Dag No. 645 under C.S.Khatian No. 252 of the District settlement record of right, within Touzi No. 230/2, 233 of the district collectorate, in Mouza Dhakuria, J. L. No. 18 being well demarcated part or portion of Premises No. 3 Tanupukur Road, Kolkata – 700 031 at present known as Premises No. 3, Nripen Banerjee Sarani, Kolkata – 700 031, now in ward no. 92 formerly in ward no. 94, within the Police Station Garfa formerly Kasba prior to that Jadavpur prior to that Sadar Tollygunge, within the limits of the Kolkata Municipal Corporation, District South 24 Parganas as shown and delineated in the Map or plan annexed hereto as part hereof thereon bordered "Red" and market lot – B, together with right to use in common the 3.625 metre (12 feet) average - width private common passage carved out of Land comprised in the said Premises No. 3 Tanupukur Road presently known as Premises No. 3 Nripen Banerjee Sarani as shown with Green Hatch Mark in the said map or plan annexed herewith as part hereof originating from the Public Road namely Tanupukur Road presently known as Nripen Banerjee Sarani leading to the said land and beyond along with all easement right over and beneath the said private common passage for ingress and egress and for laying out water, electric, gas, telephone and sewerage, drain and other lines. The said property is butted and bounded as follows:

ON THE NORTH: By premises no: 167 and 169/4, Sarat Ghosh Garden Road.

ON THE WEST: By portion of premises No. 3 Tanupukur Road presently Nripen Banerjee Sarani belonged to the Donor and his co-sharers.

ON THE SOUTH: By 3.65 metre (12ft) wide private common passage.

ON THE EAST : By premises No. 158, Sarat Ghosh Garden Road.

OR HOWSOEVER OTHERWISE the said land messuage tenements hereditaments and premises now is or are heretofore was or were called known numbered reputed described distinguished butted and bounded.

For Mitra Guha Associates

OR HOWSOEVER OTHERWISE the same is butted and bounded, called, known, described or distinguished.

THE THIRD SCHEDULE ABOVE REFERRED TO

<u> PART – I</u>

ALL THAT the undivided impartible share in the land attributable to the flat as described in Part – II and Part – III of the SECOND SCHEDULE comprised in the said premises described in the FIRST SCHEDULE hereinabove written.

PART – II

ALL THAT piece or parcel of impartible undivided proportionate share or interest in land hereditaments and premises as per floor area ration comprised in the premises known numbered and reputed as Premises No. 3 Tanupukur Road, Kolkata – 700 031, within the limits of the Kolkata Municipal Corporation Ward No. 92 Assessee No...... mentioned in the FIRST SCHEDULE HEREINABOVE WRITTRRN TOGETHER WITH the flat no...... complete and finished condition on the said side measuring about having carpet area...... sq. ft. i.e. having an area of square feet of carpet area as per provision of the Real Estate (Regulation and Development Act, 2016 area be the same a little more or less consisting of two Bedrooms and two toilets, one kitchen, one living cum dining room, one covered verandahs, the building built and erected as per Building Sanction plan of The Calcutta Municipal Corporation now The Kolkata Municipal Corporation as modified by the Developer/Confirming Party and all other easement and quasi-easement rights lights privileges appendages and appurtenances in the land hereditaments and premises and the common areas sewers, sanitation and electricity and entrance gate, passage, pathways, stair landing and other areas meant for common use at Premises no. 3 Tanupukur Road, together with usual easements rights liberties of unobstructed user of the common passage and the entrance door or gate for egress into and ingress from and to the Municipal Road to the said property and then through the said passage wherever necessary and free entry to end to the said building as all rights privileges liberties facilities easements which are available/applicable to others that is similar purchaser.

For Mitra Guha Associates

The said flat/unit shown and delineated in the map or plan annexed hereto and bordered '**RED'** thereon.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(The common portion within the said premises)

- I. The foundation column, beams supports, corridor, lobbies, terraces, stair ways entrance and exists path ways.
- II. Drains: Sewerage from the Premises to the main road
- III. Water reservoir
- IV. Drainage pipes from the units to the Drains and sewer connection to the premises.
- V. Toilets on the ground floor of the premises for use of Durwans, caretakers of the premises and/or servants.
- VI. Durwan quarter with electric wiring switches etc.
- VII. Meter Room.
- VIII. Generator Room or space.
- IX. Boundary walls of the premises including outside wall of the building and main gate.
- X. COMMON PARTS:
 - a. Pump and meter with installation and room thereof.
 - b. Water pump, underground, reservoir, water pipes and other common plumbing installation and space required thereto and common use to the roof/terrace.
 - c. Electric wiring, meter for lighting stair case lobby and other common areas (excluding those as are installation for any particular unit) and space required thereto.
 - d. Central fire fighting equipments and installations if any.
 - e. Windows, doors, grills and other fittings of the common area of the premises.
 - f. Generator, its installation and expenses, if any.
 - g. Lift and its accessories installations and space required therefore.
 - h. General antenna and other installations.
 - i. A plaque showing the name of the building as '**AROHAN**' in a conspicuous space near the entrance of the building.

Self-Attested:

For Mitra Guha Associates Proprietor

j. Such other common parts areas equipments installations fixtures intercom covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units as are required.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(The Common Expenses)

In Block – I & II

1. MAINTENANCE:-

Proportionate share of ALL costs of maintaining operating, replacing repairing while washing painting décor, ting, redecorating, rebuilding, re-construction, lighting and renovating the common portions, including the exterior or interior (but not inside any unit) walls of the new building.

2. OPERATION:-

Proportionate share of all expenses for running and operating all machinery, equipments and installation comprised in the common portions, including pimps, motors and other common installations, including their license fees, taxes and other levies, if any the light of the common portions.

3. STAFF

Proportionate share of the salaries of and all other expenses of the staff to be employed for the common purposes, including durwans, security, personal, sweepers plumbers, electricians etc their perquisites bonus and other employments and benefits.

4. ASSCIATION:-

Proportionate share of establishment and all other expenses of the Association, including its formation, office and miscellaneous expense and also similar expenses of the developer, until handing over to the Association.

5. INSURANCE:-

Proportionate share of insurance premium if any and other expenses for insuring the new building and/or the common portions, inter alia, against earth quake, fire, mob violence damages, civil commotion etc.

6. FIRE FIGHTING:-

For Mitra Guha Associates

Proportionate share of costs of installing and operating of the fire fighting equipments, if any.

7. COMMON UTILITIES:-

Proportionate share of all charges and deposits for suppliers of common utilities to the coowners, in common.

8. ELECTRICITY:-

Proportionate share of electricity charges for the electrical energy consumed for the operation of the common portions.

9. LITIGATION:-

Proportionate share of all litigation expenses incurred for the common purpose and relating to common use enjoyment of the common portions.

10. RATES AND TAXES:-

Proportionate share of Municipal tax, water tax, urban land tax, and other in respect of the premises and the new building SAVE those separately assessed on the purchaser or purchasers.

11. RESERVERS AND MISCELLANEOUS:-

All other expenses, taxes, rates and other levies as are deemed by the developer or the association to be necessary or incidental or liable to be paid by the co-owners in common, including such amount as the fixed for creating a fund replacement, renovation, painting and/or periodic expenses relating to the common portions.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Easements)

The co-owners shall allow each other, the vendor the developer and the Association, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances.

- I. The right of common passage, user and movement in all the common portions.
- II. The right of passage of utilities, including, connection for telephones, televisions, pipes, cables etc. through each and every part of the new building, including the said unit/flat.
- III. Right of support, shelter and protection of each portion of the new building by other and/or other thereof.

For Mitra Guha Associates Proprietor

- IV. The absolute unfettered and unencumbered right over the common portions **SUBJECT TO** the terms and conditions herein contained.
- V. Such rights supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part of parcel of the said share and the rights and properties, appurtenant thereto and/or said, unit/flat.
- VI. Right to install Television Antenna, at such place on the roof of the new building as be demarcated by the developer for such purpose, from time to time without in any manner disturbing any co-owner entitled exclusively to the same.
- VII. The right, with or without workmen and necessary materials, to enter upon the new building including the said or any other unit/flat, if any for the purpose of repairing any of the common portions or any appurtenances to any unit/flat and /or anything comprised in any unit. In so far as the same cannot be carried out without such entry and in all such cases, excepting emergency upon giving 48 (forty eight) hours previous notice in writing to the co-owners affected thereby.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(Covenants, Rules and Regulations)

- a) The Purchaser shall not at any time, claim portion of the undivided impartible proportionate share and/or the common portions.
- b) SUBJECT TO the provisions contained in these presents AND SUBJECT TO the provisions of law for the time being in force, the purchasers shall be entitled to the exclusive ownership, possession and enjoyment of the said share AND the rights and properties appurtenant thereto the said unit/flat and the same shall be heritable and transferable as other immovable properties.

2. MUTATION, TAX AND IMPOSITIONS:-

a) The Purchase shall after the transfer being completed in terms, hereof, at his coats and expenses apply for and have the said unit/flat separately assessed for the purpose of Assessment of Municipal rates and taxes.

In case the purchaser fails to have such mutation of separation made despite, being called upon to do so by the Association or in case it be so agreed and deemed expedient then and in such event the association shall be entitled to have the same effected at the cost of expenses of the purchaser.

For Mitra Guha Associates Proprietor

- b) Until such time as the said unit/flat be not separately, assessed and/or mutated in respect of any tax or imposition the purchaser shall bear and pay to the association proportionate of such municipal rates taxes or imposition.
- c) Upon the mutation of the said unit/flat, in the name of the purchasers for the purpose of liability of any tax or imposition the purchaser shall pay wholly such tax or imposition in respect of the said unit/flat and proportionately in respect of the common portions.
- d) Apart from the amount of such taxes and impositions the purchaser shall be liable to pay the penalty, interest costs charge and expenses for and in respect of such taxes or impositions proportionately or wholly as the case may be.
- e) All tax, impositions and outgoings, including penalties, costs charges and expenses in respect of the premises and the new building accruing till the date of possession of the said unit/flat shall be paid borne and discharge by the developer exclusively and those accruing for the period thereafter shall be paid borne and discharged by the Purchasers wholly, in case the same relates exclusively to the said unit/flat proportionately in case the same relates to the premises and the new building.
- f) The terms "Taxes" and "Imposition" referred to in the various sub clauses of clauses 2 immediately proceeding shall include land revenue Municipal rates and taxes, Municipal surcharges, Urban land tax, betterment fees, water tax etc. and/or taxes of similar nature and/or any other new taxes as may be imposed from time to time.
- g) The Association shall be at liberty to pay such sums from time to time as at may deem fit and proper towards the aforesaid rates and taxes and out of the deposits made as aforesaid.

3. MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:-

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

Self-Attested:

For Mitra Guha Associates

- b) The Purchaser shall not in any manner interfere or raise any objection whatsever in or with the said functions of the developer and/or of the association relating to the common purposes.
- c) The upon its formations, the Association shall frame such rule regulations and bye laws for the common purposes the Association may consider reasonable but not inconsistent with the provisions herein and the purchasers shall abide by the same.

4. THE ASSOCIATION:-

- a) The Purchaser, the Vendors and also the Developer (if it retains any Unit) shall become members of the Association and shall pay proportionately all costs for and/or relating to the formation and the establishment, of the Association and shall sign such forms papers, documents, memorandum, articles, declarations, construction, rules and/or regulations as be necessary and be reasonably required by the Developer.
- b) The Developer shall transfer all its rights and obligations with regard to the common purposes including the maintenance management control and operation of the common portion to the Association and thereafter the Association shall exclusively be entitled to and responsible for control over and operating the same and do all acts required for the common purposes and the Developer shall not thereafter be liable therefore in any manner.
- c) At the time such transfer, the Developer shall also transfer the residue then remaining of the deposits made hereunder for maintenance by the purchasers after adjusting all amounts then remaining due and payable by the Purchaser and the amounts so transferred shall henceforth be so hold by the Association in the name of the Purchaser for the purpose of much deposit.

5. TITLE DEEDS:-

The Vendor shall keep the title deeds in respect of the premises as their possession in their state custody or in the custody of any person or persons as the Vendor may in their absolute discretion think fit and proper. the Vendor shall at the costs of the Purchaser arrange for inspection thereof and allow the Purchaser to take copies and/or extracts there form as be required by the Purchaser and shall also at the like

For Mitra Guha Associates Proprieto

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

6. ADDITIONAL, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC.

The Purchasers shall at their cost wholly in case it relates to the said flat or any part thereof and proportionately in case it relates to all the units in the new building and/or the common portions make all alterations and/or additions as be required to be made by the Corporation or other statutory bodies and similarly pay all fees and/or penalties required to be paid in respect thereof.

7. USER OF THE SAID UNIT AND THE COMMON PORTION:-

- a) The Purchaser shall at his own costs and expenses do the following:
 - a. Keep the said unit/flat and every part thereof and all fixtures and fittings therein or exclusive thereto property painted and in good repairs and in a neat and clear condition an as a decent and respectable place.
 - Use the said unit/flat and all common portions are fully and only for the purpose for which it is meant.
 - c. Use all paths, passages and staircase for the purpose of ingress and egress and for no other purposes whatsoever unless permitted by the Developer or the Association upon its formation in writing.
 - d. Use and affix grills specified by the Developer.

b) The Purchaser shall not do the following:-

- Obstruct the Developer or the Association in their acts relating to the common purposes.
- **II.** Violate any rules and/or regulations laid clown for the common purposes and for the user of the common portions.
- III. Injure harm or damage the common portions or any other units in the new building by making any alterations or withdrawing any support or otherwise.
- **IV.** Alter any portion, elevation or colour scheme of the new building.

For Mitra Guha Associates Proprietor

- V. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions SAVE at the places indicated therefore.
- VI. Place or cause to be placed any article or object in the common portions.
- VII. Use the said unit/flat any part thereof for any purpose other than for residential purpose.
- VIII. Carry on or cause to be carried on any obnoxious or injurious activity in or through the said unit or the common portions.
- IX. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the new building or buildings.
- X. Use or allow the said unit/flat, thereof to be used for any club meeting conference hall, nursing home, hospital, boarding house catering place restaurant or other public purpose.
- XI. Put up or affix any sign board name plate or other things or other similar articles in the common portions or outside walls of the new building and/or outside walls of the said unit/flat SAVE at the place or places provided therefore or approved in writing by the Developer or the Association PROVIDED this shall not, prevent the Purchaser from displaying a decent name plate outside the main door of the said unit.
- XII. Keep or store any offensive combustible, obnoxious, hazardous or dangerous articles in the said unit.
- XIII. Affix or draw any wire pipes from to or through any common portions or outside walls of the new building or other units SAVE in the manner indicated by the Developer or the Association.
- **XIV.** Keep any heavy articles or thing which are likely to damage the floors or operate any machine SAVE usual home appliances.
- XV. Install or keep or run any generator so as to cause nuisance to the occupants of the other portions of the new building.

For Mitra Guha Associates Proprietor

- **XVI.** Affix or change windows or grills other than according to the approved specifications of the Developer and on obtaining prior written permission of the Developer of the Association.
- XVII. Change the colour scheme of the windows, grills and the main door of the said unit other than according to the specifications of the Developer and on obtaining prior written permission of the Developer the Association.
- **XVIII.** Use the car parking spaces for any use other than parking a medium size passenger car.
- XIX. To obstruct the developer, vendors, association or society of the flat owners enter to the demarcated portion of the roof for the purpose of repair the same and other purpose as may be required for maintenance of the building.
- XX. Obstruct the developer and its representative to construct the ground plus three storied building situated in the side of the premises and to allow materials for construction to be stacked in the south side of the premises but always leaving sufficient passage for unhindered movement of the flat owners and their cars to the building.

PAYMENTS AND DEPOSITS TO WARES TAXES AND IMPOSITION AND THE COMMON EXPENSES:-

- a. The deposits and payments to be made by Purchaser in terms hereof including those mentioned hereinabove shall be made by the Purchaser within 8(eight) days of the Developer's of the Association's (upon its formation) leaving its bill for the same in the said unit and/or at the above or last notified address of the Purchaser.
- b. The purchaser shall regularly and punctually pay the proportionate share of the common expenses on the date and the manner elsewhere contained herein.

For Mitra Guha Associates Proprietor

c. It is clarified that out of the payments and deposits mentioned hereinabove in case there be any deficit the Purchaser shall pay further amounts and in case there be any excess, the same shall be refunded to the Purchaser and/or adjusted with the future payments by the Purchaser to the Developer and upon its formation to the Association at the Developer's and/or the Association discretion.

9. MISCELLANEOUS:

- a. Whenever any amounts are expressly payable by the Purchaser hereto, the same shall wholly be payable by the Purchaser in case the same relates only to the said unit/flat and proportionately in case they relate to the premises and the common portions unless otherwise specifically mentioned.
- b. All charge for the electricity consumed in the said unit shall be borne and paid by the Purchaser.
- c. All payments towards municipal rates and taxes and maintenance charges and otherwise specifically mentioned herein are fixed on the basis of the estimated rates costs expenses and price and shall be subject to proportionate escalation in case the said rates costs expenses and prices increase from time to time.
- d. As between the Developer and/or the Association of the one part and the Purchaser of the other part, the parties shall in enmity and keep each other saved harmless and indemnified in respect of all losses damages, claims, demands, costs, proceedings and actions arising due to any non-payment or other default in observance of the terms and conditions contained in these presents.

IN WITNESS WHEREOF all the parties put their respective hands and seals on the day, month and year above written.

For Mitra Guha Associates Proprietor

SIGNED, SEALED AND DELIVERED

By the within named OWNERS/VENDORS at Kolkata in presence of: 1.

2.

SIGNED, SEALED AND DELIVERED

By the within named PURCHASER at Kolkata in presence of: 1.

2.

SIGNATURE OF THE PURCHASER

SIGNED, SEALED AND DELIVERED

By the within named Confirming Party

at Kolkata in presence of:

1.

d: For Mitra Guha Associates Proprietor

SIGNATURE OF THE DEVELOPER/ CONFIRMING PARTY

Proprietor