

sell the properties and making himself and his son Dipti Narayan Srimani as the trustees to the said trust;

AND WHEREAS the said Satya Charan Srimani died on 24.03.1960 and upon his death his only son Dipti Narayan Srimani became the sole Trustee of the said trust;

AND WHEREAS the said Dipti Narayan Srimani applied for amalgamation for Premises Nos. 21 Harrison Road, (now known as Mahatma Gandhi Road), Calcutta and 22, Hyat Khan Lane, (now known as Manindra Nath Mitra Row), Calcutta, on 15th November, 1988 before the Calcutta Municipal Corporation and Calcutta Municipal Corporation intimated about such amalgamation vide their letter dated 21st March, 1989 and the amalgamated Premises numbered as 22, Manindra Nath Mitra Row, Calcutta;

AND WHEREAS the said Dipti Narayan Srimani who was during his lifetime and at the time of his death a Hindu governed by the Dayabhaga School of Hindu Law and Hindu Succession Act, 1956, died 15.01.1993 after publishing his last Will and Testament dated 1st January, 1993, whereby he bequeathed the properties under said Trust unto his Wife Sm. Subhadra Srimani;

AND WHEREAS the said Sm. Subhadra Srimani executrix of the Will of Dipti Narayan Srimani applied for Probate before the Hon'ble High Court at Calcutta being P.L.A. Case No. 309 of 1995 and the probate was granted on 27th February, 1996 to Sm. Subhadra Srimani;

AND WHEREAS the said Sm. Subhadra Srimani who was during her lifetime and at the time of her death a Hindu governed by the Dayabhaga School of Hindu Law and Hindu Succession Act, 1956, died 11.08.2011 after publishing her last Will and Testament dated 5th June, 2011, whereby she bequeathed the properties under said Trust unto her daughter Sm. Sampa Bose;

AND WHEREAS the said Sm. Sampa Bose executrix of the Will of Sm. Subhadra Srimani applied for Probate before the Hon'ble High Court at Calcutta being P.L.A. Case No. 195 of 2012 and the probate was granted on 10th January, 2012 to Sm. Sampa Bose;

AND WHEREAS by a Conveyance dated 14th June, 2019, and registered in the office of the Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No. 1902-2019, Pages from 211140 to 211181, Being No. 190205595 for the year 2019, the said Sm. Sampa Bose, being the Trustee to Trust Estate of Sri Sri Iswar Gobinda Jew for the consideration therein mentioned granted, conveyed and transferred Premises No. 22, Manindra Nath Mitra Row, Kolkata, particularly described in the schedule thereunder written unto NST Housing Development Private Limited, the Vendor herein, absolutely;

AND WHEREAS the vendor have applied for and obtained plan sanction by the Kolkata Municipal Corporation being Plan no. 2022050017 dated 01.08.2022 To erect a G+3 storied building at Premises No. 22, Manindra Nath Mitra Row, Kolkata;

AND WHEREAS the vendor have erected a G+3 storied building at Premises No. 22, Manindra Nath Mitra Row, Kolkata, consisting of several flats, garages, shops etc., hereinafter called the said Premises, particularly described in the first schedule hereunder written as per plan sanctioned by the Kolkata Municipal Corporation;

AND WHEREAS the purchaser/s has/ have seen the construction and design of the building and the papers and documents relating to the said Premises No. 22, Manindra Nath Mitra Row, Kolkata and satisfied with the same;

AND WHEREAS by an agreement dated the vendor have agreed to sell and the purchaser/s has/ have agreed to purchase the Flat no. on floor measuring an area of sft. super builtup area and a covered/ an open car parking space on the ground floor measuring an area of 135 sft. in the said Premises No. 22, Manindra Nath Mitra Row, Kolkata, particularly described in the second schedule hereunder written in fee simple in possession and free from all encumbrances at or for

the price or sum of Rs./- (Rupees
) only;

NOW THIS INDENTURE WITNESSETH as follows :-

1. The purchaser/s has/ have already taken inspection of the said Flat no. on
 floor measuring an area of sft. super builtup area and a covered/
 an open car parking space on the ground floor measuring an area of 135 sft. at the
 said premises and more particularly described in the Second Schedule hereunder
 written and is satisfied with the construction, design and measurement of the said
 flat and accept the same ;

The Vendor have assured to the Purchaser that -

- a) The Vendor have not created any encumbrance or charge or mortgage or liability
 on the said premises and that the same is free from all encumbrances, charges,
 liabilities, disputes, acquisitions, requisition, restrictions, claims whatsoever and
 that the Vendor have absolute right to deal with the said premises including the
 said unit without any restriction, objection or consent of any body.
- b) The said building has been constructed according to the said sanctioned plan
 and that the Kolkata Municipal Corporation has not raised any objection about
 the legality and stability of the said construction of the said building constructed
 by the said Vendor as aforesaid.
- c) All conservancy, drainage and water connections have been already granted to
 the said premises by the Kolkata Municipal Corporation.
- d) The Vendor will be responsible to pay all municipal taxes and other outgoings
 and liabilities of the said premises including the said flat prior to the date of this
 conveyance even if the same have not been imposed or assessed up till now.
- e) The Vendor do not suffer from any legal infirmity or inability or any restraint or
 injunction of any court in selling and transferring the said unit in favour of the
 said Purchaser.

2. In the premises aforesaid and in consideration of the said sum of Rs./- (Rupees) only has been paid to the vendor by the **purchaser/s** on or before the execution of this presents (the receipt whereof the Vendor do hereby as also by the receipt hereunder written admit and acknowledge and of and from the same and every part thereof hereby acquit, release and discharge the said **purchaser/s** and the said unit) it the Vendor do hereby absolutely and indefeasibly, grant, transfer, convey, sell assign and assure unto and in favour of the said **purchaser/s** ALL THAT the said unit being Flat no. on floor measuring an area of sft. super builtup area and **a covered/ an open** car parking space on the ground floor measuring an area of 135 sft. at the said Premises No. 22, Manindra Nath Mitra Row, Kolkata, together with All That undivided indivisible proportionate share in the land of the said premises, attributable to the area of the said unit more fully described in the Second Schedule hereunder written together with all legal incidents thereof And Together with all the rents issues and profits thereof And Also Together with all rights, title and interest of the Vendor herein TO HAVE AND TO HOLD the same absolutely for ever unto and in favour of the said **purchaser/s** as a transferable and heritable estate free from all encumbrances, charges, claims, demands, liabilities, attachments, restrictions, disputes, acquisitions, requisitions and alignments whatsoever.
3. The said Vendor do hereby covenant with the said **purchaser/s** as follows:-
- a) That notwithstanding any act deed matter or thing whatsoever heretofore done committed or knowingly suffered by the Vendor to the contrary, the Vendor is fully and absolutely seized and possessed of and otherwise well and sufficiently entitled to the said unit more fully described in the Second Schedule hereunder written transferred, conveyed, assigned, sold and assured in the manner aforesaid free from encumbrances, charges, claims demands, liabilities, attachments, restrictions, disputes claims, acquisitions requisitions and alignments whatsoever.

- b) The said Vendor have good right, full power and absolute authority to sell grant, transfer and convey the said unit unto and to the use of the purchaser/s in the manner aforesaid and according to the intent and meaning of these presents.
- c) It shall be lawful for the purchaser/s at all times hereafter to peaceably and quietly enter in, to or upon the said unit and hold, occupy and enjoy the same absolutely and forever without any lawful eviction, interruption hindrance, claim, demand or objection whatsoever from or by the said Vendor or any person or persons having or lawfully or equitably claiming any estate right, title and interest whatsoever in the said unit more fully described in the second schedule hereunder written from under through or in trust for the said Vendor and free and clear and freely and clearly and absolutely acquitted, exonerated and free and forever fully discharged or otherwise by the Vendor well and sufficiently saved defended kept harmless and protected and indemnified of from and against all other charges, lispendenses and encumbrances, liabilities whatsoever made done executed or knowingly suffered by the said Vendor.
- d) The said Vendor and all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said unit from through under or in trust for the said Vendor shall and will from time to time and at all times hereafter at the request and cost of the said purchaser/s do make acknowledge and execute and cause to be done, made acknowledge and executed all such further acts, deeds and things and assurances whatsoever for further better and very perfectly assuring the said unit hereby sold, granted, transferred, conveyed, assigned and assured and every part thereof unto and to the use of the said purchaser/s as shall or may be reasonable required from time to time.
- e) The said Vendor shall always at the requests and costs of the said purchaser/s shall produce :
- (i) Original conveyance dated dated 14th June, 2019, and registered in the office of the Additional Registrar of Assurances-II, Kolkata in Book No. I, Volume No. 1902-2019, Pages from 211140 to 211181, Being No. 190205595 for the

year 2019 between Sm. Sampa Bose, being the Trustee to Trust Estate of Sri Sri Iswar Gobinda Jew and NST Housing Development Private Limited.

- (ii) Sanctioned plan No. 2022050017 dated 01.08.2022, before all tribunal, trials, administration, action courts for the purpose of establishing title of the said Vendor in respect of the said plot of land and their rights of Construction of the said building and shall always at the requests and costs of the **purchaser/s** give and moreover attested and true copies and certified copies thereof as shall be reasonably required and shall keep the same safe, unobliterated and un-cancelled in the meantime.
4. The said **purchaser/s** do hereby covenant with the said Vendor that the said **purchaser/s** shall always observe perform carry out fulfill all terms conditions covenants and stipulations on their part to be observed, performed carried out and fulfilled and pay and contribute all expenses outgoings, charges municipal taxes and other sums as mentioned and stated hereunder in these presents.
5. It is agreed that so long as all flats/spaces in the said building are not duly or separately assessed the said **purchaser/s** shall pay to the Vendor Rs. 2/- per Sft. saleable area for 6 months from completion certificate as maintenance charges and the said **purchaser/s** shall also likewise pay to the Vendor the municipal taxes payable in respect of the said unit and upon separate assessment of the same the **purchaser/s** shall pay the same directly to the Municipality.
6. All amounts becoming due and payable to the Vendor by the **purchaser/s** in respect of the said unit shall remain charge on the said unit.
7. The said **purchaser/s** shall from the date of delivery of possession of the said unit be entitled to use the common areas and enjoy the common benefits and facilities described in the third schedule hereunder written along with other holders/ owners of other flats in the said building without any disturbance or restriction or hindrance either by the said Vendor or other flat holders of the said building.

8. The purchaser/s shall contribute and pay proportionately the common expenses described in the Fourth Schedule hereunder written regularly and every month upon the bills thereof being received by the purchaser/s from the Vendor and/or holding organization and the said proportionate sum for the common expenses shall be paid to the Vendor and/or the holding organization as the case may be.
9. In connection with common use control and management and maintenance of the common parts by the flat holders of the said building including the above named purchaser/s the said purchaser/s accept and agree to observe the covenants stated in the fifth schedule hereunder written and the easements and quasi easements as stated in the sixth schedule hereunder written.
10. The purchaser/s agrees not to obstruct in any manner the peaceful enjoyment possession and rights of the other flat holders in respect of their flats in the said building.
11. It is agreed that the super built up area of the said unit would be calculated by including.
 - i) The entire ground floor area of the said building except car parking, shop etc..
 - ii) The area under the internal walls.
 - iii) The thickness of the out walls.
 - iv) 50% of the area under the walls in common with the adjacent flat.
 - v) Proportionate undivided indivisible variable share of the common portions namely lobbies, machine room, lift well and stair covered on the ground floor and the floors above and common passages landing stairs, stairs, stair wall, meter room pump room, in the ground floor and entrance and exit spaces and the back open space required to be left out according to the Municipal regulations.
12. Any apportionment of the liability of the purchaser/s in respect of the items of expenses, taxes, outgoings payable by the purchaser/s and Purchasers/ Holders of

the different flats and portions of the said building shall be done by the Vendor/Holding organization whose decision shall be always final and binding on the purchaser/s and the purchaser/s agree and covenant with the Vendor/Holding organization not to raise any dispute or objection of any nature whatsoever or call for any proper verification or any details and production of voucher bills documents etc.

13. Save as expressly provided in this conveyance the purchaser/s shall have no connection whatsoever with the other flat Purchasers and there shall be no privity of contract or any agreement arrangement interest or any understanding whatsoever as amongst the said purchaser/s and other flat Purchasers whether express or implied save that the purchaser/s shall be responsible for fulfilment of the Purchaser's obligation hereunder.
14. In case the purchaser/s shall commit breach of Purchaser's obligations or in case the purchaser/s shall fail to pay the maintenance charges and expenses and costs and other amounts becoming payable from the date of receiving possession of the said unit in terms hereof then the Vendor or Holding organization shall be entitled to suspend and stop and all conservancy facilities and supply of water to the said unit and stop and restrict the use of common portions and facilities of the said building by the said purchaser/s and their agents and nominee and in such case the Vendor/Holding Organisation shall also not be responsible for keeping the safety measures for protection of the said unit against the rights of intrusion by outsiders and unauthorized persons and purchaser/s shall not have any right or grievance against the Vendor or Holding organization so long as the purchaser/s shall not pay the amounts remaining unpaid and rectify and defects breaches or latches on the part of the purchaser/s and perform and observe Purchaser's part of the obligations, contained in this conveyance.

15. Any notice required to be served shall be deemed to have been sufficiently served on the 7th day of the date on which it is delivered to the postal authorities for transmission under registered post with acknowledgement due.
16. The purchaser/s shall execute all such other deeds documents and declarations as may be deemed proper by the Vendor for the purpose of perfecting the rights of the respective holders of the respective flats including declaration of respective ownership and/or rights and interest of the said holders of the other flats in the land and building.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT G+3 storied brick built messuage, tenement hereditament being Premises No. 22, Manindra Nath Mitra Row, P.S. Muchipara, P.O. Amherst Street, Kolkata-700009, togetherwith land measuring an area of 8 Cottahs 8 Chittacks 8 Sft. be the same a little more or less, in the North Division of the town of Calcutta, within Kolkata Municipal Corporation, Ward No. 049, which is butted and bounded as follows:-

- ON THE NORTH : Partly by 20/1, Manindra Nath Mitra Row, partly by 19A & 20, Justice Monmotho Mukherjee Row and partly by 5' wide passage of Justice Monmotho Mukherjee Row;
- ON THE EAST : By 13' wide Manindra Nath Mitra Row;
- ON THE SOUTH : By 23, Manindra Nath Mitra Row;
- ON THE WEST : Partly by 19/3, 19/4, 19/6, 19/7 and 23D, M. G. Road and partly by 4' wide passage of M. G. Road;

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

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT Flat No., on the floor, having an area of Sft. super built up area consisting of Bedrooms, bath-cum-privy, 1 Drawing-

cum-dining hall, 1 kitchen, balcony and an open/ a covered car parking space on the ground floor measuring about Sft., particularly delineated in the map or plan annexed hereto and bordered 'RED', TOGETHER WITH Undivided proportionate Share in the land below and beneath the building in which the flat is Constructed being a portion of the land more particularly describe in the FIRST SCHEDULE hereinabove mentioned.

THE THIRD SCHEDULE ABOVE REFERRED TO :

1. Lobbies in the ground floor excepting car parking spaces.
2. Stair cases on all floors.
3. Stair cases landing on all floors.
4. Tubewell with pump and electrical control panels.
5. Water pump, water tank, water pipes and other common pumping installations.
6. Electrical Rooms, Electrical Sub-Station, Electrical wiring Meter Rooms, lift and its accessories (excepting those which are installed for any particular units).
7. Drainage and sewerages evacuation pipes from the units to drains and sewers common to the building.
8. Boundary walls and main gate to the building and the ultimate roof.
9. Such other common parts, area equipments installation fittings and fixtures.

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(COMMON EXPENSES)

1. The costs and expenses of maintaining repairing redecorating and renewing of the main entrance, and drainage to the upper floors gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the said building and enjoyed or used by the Purchaser in common with other occupiers or serving more than one flat at the said building main entrance lobbies and staircases of the said building and enjoyed by the Purchaser or used by them in common as aforesaid and the boundary walls of the building compounds etc.

2. The costs of cleaning and lighting the main entrances, passage, landings staircases and other parts of the said building so enjoyed or used by the Purchaser in common as aforesaid in good repaired conditions.
3. The costs of decorating the exterior of the said building.
4. The costs of salaries of the officers clerks, bill collector liftman, chowkidars, sweepers, caretakers, electricians plumbers and other persons employed.
5. The costs of the charges and expenses of working and maintenance of lifts and other rights and service charges.
6. Municipal and other taxes and outgoings.
7. Insurance of building for earth-quakes, fire, mob, damages and civil commotion.
8. Such other expenses and are deemed by the Vendor / Holding Organisation to be necessary or incidental for the maintenance and up keep of the said building and the said flat and other flats and portions of the said building.
9. Costs of repairs and replacement of common utilities such as pump meter motors etc.
10. The fees and disbursements paid to any caretakers/ manager contracts/ agents if appointed by the Vendor / Holding Organization in their absolute discretion for administration and other like purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO :

The Purchaser further covenants with the Vendor / Holding Organization and the holders of the units in the said building.

- a) To pay from the date of assuming possession of the said unit proportionate share of the common expenses as will be determined by the Vendor / Holding Organization.
- b) To pay all Municipal Taxes and land taxes and all other impositions taxes duties levied on the said unit and/or proportionately on the land and/or building and all charges for electricity gas telephones and other facilities and amenities utilities in the unit.

- c) Not to do anything whereby the Vendor and/or the Holding organization are or is affected or prejudiced in any manner whatsoever which affects or prejudices the use and enjoyment of the undivided share in the said land and/or the said unit and common parts of the said building.
- d)
- (i) Not to throw any rubbish or store or any article or combustible goods in common parts to such extent and at such place or places, if any, as may be specifically permitted by the Vendor / Holding Organization in writing under exceptional circumstances.
 - (ii) Not to carry on any business, offensive, illegal or immoral activity in the said unit or any other portion of the said building including common parts thereof.
 - (iii) Not to cause any nuisance or annoyance to the co-Purchaser and/or occupiers of other portions of the said building.
 - (iv) Not to use or allow to be used the said unit for the purpose other than for residential uses and purposes.
 - (v) Not to decorate or paint or otherwise alter the exterior of the said unit or common parts of the building in any manner save in accordance with the general scheme thereof as is or as may be specified by the Vendor/ Holding Organization or by all the holders of all the units.
 - (vi) Not to do anything whereby the other co-Purchaser unit holder/ occupiers are obstructed in or prevented from enjoyment quietly and exclusively of their respective units and quietly and jointly of the common parts.
 - (vii) Not to claim any right in any part of the building including those expressly excluded as stated in third schedule above written save as may be necessary for ingress and egress of men, materials utilities pipes, cables and lines to be installed in the said unit and in particular not to claim any right to any further additional parking space or servants' rooms.

- (viii) Not to display neon sign or signboard on any out or inner wall of the building or the flat of the common parts (affixation of the signboard containing the name of the flat Purchaser at the place permitted in writing from time to time by the Vendor / Holding Organisation being accepted.
 - (ix) Not to claim any partition or sub-division of the land of the said premises or the common parts of the said building and not to make any partition sub-Division in the said unit and not divide the same in smaller sizes or making separate independent portions of the same or not to claim any share in the garage space.
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- e) To keep the said unit in a good and substantial repairs and conditions and free of any damage and construction.
 - f) To permit the Vendor / Holding Organization and architects and surveyors and their agents with or without workmen at all reasonable times and upon 48 hours previous notice in writing (except in case of emergency) to the Purchaser to enter upon the said unit and every part thereof to view the state and condition thereof and of all defects and want of repairs there found and to give notice to the Purchaser to repair the same.
 - g) Within 48 hours after the date of every such notice as aforesaid to repair and make good all such defects decays and want of repairs to the said flat at the costs of the Purchaser without raising any dispute or objection.
 - h) To observe the rules that will be framed regarding the manner of enjoyment of the said unit and common parts of the said building.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

**(EASEMENT AND QUASI-EASEMENT FOR
FLAT PURCHASER AND CO-PURCHASER)**

1. The right in common with other flat Purchaser and for use of the common parts for ingress in and egress out.

2. The right of passage in common with other flat Purchaser to get gas, electricity, water connection from and to any other unit or common parts through pipes drains, wires, conduit lying or being in inter through or over the said unit as far as may be reasonably required for the beneficial use and occupation of the other parts of the building.
3. The right of protection or from and by and for other parts of the building by all parts of the said flat as far as may be necessary to protect the same.
4. The right of support from the said flat that the enjoyed by the other parts of the building.
5. The right of support to the said flat from the other parts of the building.
6. The right with or without workmen and necessary materials to enter from time upon the unit for the purpose of repairing so far as may be necessary, the pipes drains and conduits as aforesaid provided always that save in the case or emergency the Purchaser shall be given a prior forty eight hours written notice of the intention for such entry as aforesaid.

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

SIGNED AND DELIVERED by the
PARTIES at Kolkata in the presence of:

VENDOR

PURCHASER

Drafted by

Advocate
WB-1504/83
High Court, Calcutta.

RECEIVED of and from the within named
Purchaser the within mentioned sum of
Rupees
only being the full consideration money as
per memo below :

Rs./-

MEMO OF CONSIDERATION

<u>Bank/Branch</u>	<u>Cheque/ D.D./ RTGS</u> <u>No.</u>	<u>Date</u>	<u>Amount</u> <u>(Rs.)</u>
			<u>Total Rs.</u> <u>...../-</u>

(Rupees only

WITNESSES:

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DATED THIS DAY OF 2022

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BETWEEN

**NST HOUSING DEVELOPMENT PRIVATE
LIMITED**

.....VENDOR

AND

.....PURCHASER

CONVEYANCE

S. KHAN,
Advocate
10, Old Post Office Street,
Kolkata-700 001.