

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made this the day of
....., 2019 (Two Thousand Nineteen) *B E T W E E N*;

(1) **SRI ARINDAM DHAR**, having PAN : BDVPD3035K, Aadhaar No.7525 3423 8061, son of Late Amar Nath Dhar, by faith : Hindu, by nationality : Indian, by occupation : Service, residing at 16D, Sachin Mitra Lane, Post Office : Baghbazar, Police Station : Shyampukur, Kolkata : 700003, (2) **SMT. SIBANI DHAR**, having PAN : GTVPD4725B, Aadhaar No.8844 3131 8930, wife of Late Amar Nath Dhar, by faith : Hindu, by nationality : Indian, by occupation : House-Wife, residing at 16D, Sachin Mitra Lane, Post Office : Baghbazar, Police Station : Shyampukur, Kolkata : 700003, (3) **SMT. GAYATRI MUKHERJEE**, having PAN : CEYPM3734F, Aadhaar No.3085 8176 9463, daughter of Late Amar Nath Dhar, by faith : Hindu, by nationality : Indian, by occupation : Business (previously House-Wife), residing at 16D, Sachin Mitra Lane, Post Office : Baghbazar, Police Station : Shyampukur, Kolkata :700003, (4) **SMT. MAITREYEE**

DHAR, having P A N : AYXPD0051B, Aadhaar No.5828
7137 6016, daughter of Late Amar Nath Dhar, by faith :
Hindu, by nationality : Indian, by occupation : Service,
residing at 16D, Sachin Mitra Lane, Post Office : Baghbazar,
Police Station : Shyampukur, Kolkata : 700003, (5) **SRI**
DINANATH DHAR, having PAN : ADTPD1509K, Aadhaar
No.4587 6769 4064, son of Late Bhola Nath Dhur, by faith :
Hindu, by nationality : Indian, by occupation : Retired,
residing at 16A, Sachin Mitra Lane, Post Office : Baghbazar,
Police Station : Shyampukur, Kolkata : 700003, (6) **SMT.**
SHEFALI DHAR, having PAN :, Aadhaar
No....., wife of Late Sankar Nath Dhar, by faith :
Hindu, by nationality : Indian, by occupation : Retired Person,
residing at 16A, Sachin Mitra Lane, Post Office : Baghbazar,
Police Station : Shyampukur, Kolkata : 700003, (7) **SRI**
ALOKE NATH DHAR, having PAN : ACPPD1581N, Aadhaar
No.2182 3089 3605, son of Late Bhola Nath Dhur, by faith :
Hindu by nationality: Indian, by occupation : Retired
Person, residing at 16A, Sachin Mitra Lane, Post Office :
Baghbazar, Police Station : Shyampukur, Kolkata : 700003,
(8) **SRI SAILENDRA NATH DHAR**, having PAN :
ADRPD1315K, Aadhaar No.2449 6057 8133, son of Late Tarak

Nath Dhur, by faith : Hindu, by nationality : Indian, by occupation : Service, residing at 10, Galiff Street, Block : 1, Flat No.23, Post Office : Baghbazar, Police Station : Shyampukur, Kolkata : 700003, (9) **SRI SAMIR KUMAR DHAR**, having PAN : ADZPD1309F, Aadhaar No.3275 8512 8838, son of Late Tarak Nath Dhur, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 16E, Sachin Mitra Lane, Post Office : Baghbazar, Police Station : Shyampukur, Kolkata : 700003, (10) **SMT. APARNA DHAR**, having PAN : AXAPD5140P, Aadhaar No.2825 8458 0254, wife of Late Ajoy Kumar Dhar, by faith : Hindu, by nationality : Indian, by occupation: House-Wife, residing at 3/1 Naba Kumar Raha Lane, Post Office : Shyambazar, Police Station : Shyampukur, Kolkata : 700004, (11) **SMT. SUPARNA SEN**, having PAN : BTHPF6968N, Aadhaar No.5699 9322 4920, daughter of Late Ajoy Kumar Dhar, by faith : Hindu, by nationality: Indian, by occupation: House-Wife, residing at 54, Prem Chand Boral Street, Post Office : Sakari Tala, Police Station : Muchipara, Kolkata : 700012, (12) **SRI INDRA NATH DHAR**, having PAN : AQFPD6562P, Aadhaar No.6185 1762 8167, son of Late Kedar Nath Dhur, by faith : Hindu, by nationality: Indian, by

occupation Business, residing at 3/1 Naba Kumar Raha Lane, Post Office : Shyambazar, Police Station: Shyampukur, Kolkata : 700004, (13) **SMT. BITHIKA BORAL**, having PAN : ALCPB2101J, Aadhaar No.8359 3879 1909, daughter of Late Kedar Nath Dhur, by faith : Hindu, by nationality: Indian, by occupation: House- Wife, residing at 30, Sudhir Chatterjee Street, Post Office : Biddon Street, Police Station : Girish Park, Kolkata : 700006, (14) SMT. **SHYAMALI MULLICK**, having PAN : AJFPM9082L, Aadhaar No.7878 3037 5814, daughter of Late Kedar Nath Dhur, by faith : Hindu, by nationality : Indian, by occupation : House-wife residing at 26/D, Ramdhan Mitra Lane, Post Office : Shyambazar, Police Station: Shyampukur, Kolkata : 700004, (15) **SMT. MINA MALLIK**, having PAN : BGEPM0380E, Aadhaar No.3608 6303 3300, daughter of Late Kedar Nath Dhur, by faith : Hindu, by nationality : Indian, by occupation : House-Wife, residing at 89/72A, Swami Vivekananda Road, Bangur Park, Rishra, Post Office : Rishra, Police Station : Rishra, Pin : 712248, (16) **SMT. GITA DHAR**, having PAN : ATLPD3911F, Aadhaar No.4444 4933 1747, wife of Late Kashi Nath Dhur, by faith : Hindu, by nationality: Indian, by occupation : House-Wife,

residing at 7B, Jadunanda Goswami Lane, Post Office :
Bidon Street, Police Station: Jorabagan, Kolkata :
700006, (17) **SRI SAMAR DHAR**, having PAN :
ADTPD3533D, Aadhaar No.8734 3082 5746, son of
Late Kashi Nath Dhur, by faith : Hindu, by nationality :
Indian, by occupation : Business, residing at 7B,
Jadunanda Goswami Lane, Post Office : Bidon Street,
Police Station : Jorabagan, Kolkata : 700006, (18) **SRI
SANJOY DHAR**, having PAN : AEEP2607N, Aadhaar
No.5804 5160 6681, son of Late Kashi Nath Dhur, by faith :
Hindu, by nationality: Indian, by occupation: Business,
residing at 7B, Jadunanda Goswami Lane, Post Office :
Bidon Street, Police Station : Jorabagan, Kolkata :
700006, (19) **SRI SUBHENDU DHAR**, having PAN :
ADUPD1559J, Aadhaar No.4095 6491 1973, son of Late
Bijoy Nath Dhur, by faith : Hindu, by nationality : Indian,
by occupation : Business, residing at 16F, Sachin Mitra
Lane, Post Office : Baghbazar, Police Station: Shyampukur,
Kolkata : 700003 and (20) **SRI DURGA CHARAN DHUR**,
having PAN : ACXPD5212C, Aadhaar No.3261 0006 5334,
son of Late Madan Mohan Dhar, by faith : Hindu, by
nationality : Indian, by occupation : Retired (previously

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Business), residing at 9, Jadunanda Goswami Lane, Post Office : Bidon Street, Police Station : Jorabagan, Kolkata : 700006, hereinafter collectively called and referred to as “the **OWNERS/VENDORS**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART**, being represented by their constituted Attorney **SUN SHAKTI REALTOR LLP**, a Limited Liability Partnership Firm, having its registered Office at 21/7, Aswini Dutta Road, Post Office : Sarat Banerjee Road, Police Station : Lake, Kolkata : 700029, being represented by one of its Designated Partner viz. **SRI JAY S. KAMDAR**, son of Late Sharad. H. Kamdar of 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053, appointed by virtue of a registered Development Power of Attorney dated 8th April, 2021, which was duly registered at the Office of the District Sub-Registrar – V at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1630-2021, Pages 73679 to 737733, Being No.163001998 for the year 2021.

AND

(1) **SRI**, having PAN :
and (2) **SMT.**, having PAN :
wife of Sri, both by creed : Hindu, Indian by
National, by occupation : No.1 & No.2,
both are residing at, Post Office :
....., Police Station :, Kolkata : 700.....,
District : 24 Parganas (South), hereinafter jointly called and
referred as “the **PURCHASERS**” (which term or expression shall
unless excluded by or repugnant to the subject or context be
deemed to mean and include each of their respective heirs,
executors, administrators, legal representatives and assigns) of
the **SECOND PART**.

AND

SUN SHAKTI REALTOR LLP, LLPIN : AAV-0792, having PAN :
AEHFS9308G, a Limited Liability Partnership Firm, having its
registered Office at 21/7, Aswini Dutta Road, Post Office : Sarat
Banerjee Road, Police Station : Lake, Kolkata : 700029, being
represented by one of its Designated Partner viz. **SRI JAY S.**
KAMDAR, having PAN : AKWPK2270L, Aadhaar No.7074 3050

7318, son of Late Sharad. H. Kamdar, by creed : Hindu, Indian by National, by occupation : Business, residing at 38A/26, Jyotish Roy Road, Post Office : New Alipore, Police Station : Behala, Kolkata : 700053, hereinafter called and referred to as “the **DEVELOPER/CONFIRMING PARTY**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office, administrators and assigns) of the **THIRD PART**.

WHEREAS by a registered Deed in Bengali Conveyance dated 25th Agrahayan, 1342 B.S. corresponding to 11th December, 1935 made Between Sri Sukumar Mukhopadhyay and Sudhir Mukhopadhyay as Vendors and Smt. Annapurna Dassi, wife of Madan Mohan Dhar as Purchaser registered before the Sub-registrar of in Book No.1, Volume No.39, Pages 171 to 175, Being No.2509 for the year 1935, the said Sukumar Mukhopadhyay and another absolutely sold, transferred and conveyed **ALL THAT** the land, hereditaments and Premises No.92, Ultadanga Main Road, within the Kolkata Municipal Corporation measuring an area of 1 (One) Bigha 2 (Two) Cottahs 9 (Nine) Square Feet more or less within Ward No.29,

Touzi No.2833 in Division No.II Sub Division : VIII of Mouza : East Ultadanga, Thana : Manicktala, Sub Registry Office Sealdah in the District of 24 Parganas unto and in favour of the Purchaser for the consideration mentioned therein.

AND WHEREAS by another Deed of Bengali Conveyance dated 24th Karttick, 1349 B.S. corresponding to 10th November, 1942 made between Sri Krishna Lal Saha and Gokul Chandra Saha, Sri Manik Lal Saha and Sri Jitendra Nath Saha as Vendors and Smt. Annapurna Dassi, wife of Madan Mohan Dhar as Purchaser registered before the Sub-Registrar at Sealdah in Book No.I, Volume No.6, Pages 259 to 261, Being NO.87 for the year 1943, the said Krishna Lala Saha and others absolutely sold, transferred and conveyed **ALL THAT** the land hereditaments and Premises No.16/1, Canal Circular Road, within Kolkata Municipal Corporation measuring an area of 8 (Eight) Cottahs 5 (Five) Chittacks more or less within Ward No.29 pertaining to Touzi No.1298/2833, Government Khas Mahal, Dihi : Panchannagram, Holding NO. 38 in District of 24 : Parganas, Police Station : Manicktala, Sub-Registry Office

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Sealdah unto in favour of said Smt. Annapurna Dassi for the consideration mentioned therein.

AND WHEREAS the said Premises No.92, Ultadanga Main Road and 16/1, Canal Circular Road have been amalgamated and since 1950 assessed and numbered as Premises No.92, Ultadanga Main Road.

AND WHEREAS the said Annapurna Dassi by the aforesaid two Deeds of Conveyance purchased the said two premises but in fact the consideration money was paid by Madan Mohan Dhar, the husband of Annapurna Dassi.

AND WHEREAS by a Deed of Declaration dated 12th December, 1952 made between Smt. Annapurna Dassi of the One Part and Madan Mohan Dhar of the Other Part registered before the Registrar of Assurances, Kolkata in Book No.I, Volume No.120, Pages 42 to 47, Being No.4245 for the year 1952 the said Annapurna Dassi declared that the consideration money of the said. two Deed of Conveyances belong to the said Madan Mohan Dhar and the name of Annapurna Dassi was used only in Trust and for the benefit

and on behalf of the said Madan Mohan Dhar and granted transferred and conveyed and assigned and set over all those the said two several land and premises fully set out in SCHEDULE: "A" & "B" therein written in favour said Madan Mohan Dhar his heirs, Executors, administrators, representatives and assigns.

AND WHEREAS the said Madan Mohan Dhar died on 4th June, 1962 leaving a Will dated 28th September, 1959 whereby he, inter- alia, bequeathed certain properties in favour of his particular sons and rest and residue of his properties (which includes 92, Ultadanga Main Road) in favour of his seven sons viz., Biswanath Dhur, Bhola Nath Dhur, Tarak Nath Dhur, Kedar Nath Dhur, Kashi Nath Dhur, Bijoy Nath Dhur and Durga Charan Dhur.

AND WHEREAS the said Will dated 28th September, 1959 executed by Madan Mohan Dhar was duly probated on 17th July, 1963 by the Hon'ble High Court at Calcutta in its Testamentary and Intestate Jurisdiction being Probate Case No.126 of 1963.

AND WHEREAS the Calcutta Improvement Trust, framed a scheme and sanctioned for acquiring the land in respect of Premises No.92, Ultadanga Main Road, as shown in the MAP or PLAN coloured BLUE and PINK under Scheme No.VIM in the year 1956 as per map attached thereto and marked as ANNEXURE: "I".

AND WHEREAS on an application filed by Biswanath Dhur, Bhola Nath Dhur and Tarak Nath Dhur the Executors of the Will of the Madan Mohan Dhar - deceased for abandonment of the acquisition of the portion of the said premises coloured pink of the said plan; the then Board were of opinion that the said portion of premises coloured pink on the plan thereto annexed (hereinafter called "the PINK LAND") was not required for the Scheme: VIIM but it was necessary that the adjoining pieces of land coloured Green and Green hatches on the plan annexed thereto (hereinafter called "the GREEN LAND") should be purchased by the said Biswanath Dhur and others and amalgamated with the pink land in order to conform the general layout of the said Scheme NO.VIIM as per map annexed thereto and marked as ANNEXURE : "II".

AND WHEREAS it was agreed between the said Biswanath Dhur and others and the Board of Trustees for the Improvement of Calcutta as follows :-

- A. That the Board would acquire under the provisions of Land Acquisition Act, the portion of the Premises No.92, Ultadanga Main Road, coloured Blue on the plan annexed thereto (hereinafter called "the BLUE LAND") for the sum of Rs.20,420 /- (Rupees Twenty Thousand Four Hundred Twenty) only.

- B. That the Board would sell and the Purchaser would purchase the land as shown thereon under colour Green and Green Hatches for the sum of Rs.32,497/- (Rupees Thirty-Two Thousand Four Hundred Ninety-Seven) only.

- C. That Board would exempt the portion of Premises No.92, Ultadanga Main Road coloured pink of the said plan and payment of the Purchaser to the Board the sum of Rs.7,821/- (Rupees Seven Thousand

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Eight Hundred Twenty-One) only as exemption fees.

AND WHEREAS Biswanath Dhur and others paid to the Board the said sum of Rs.32,497/- (Rupees Thirty-Two Thousand Four Hundred Ninety-Seven) only being the price of the said Green Land and Green hatches Land and also paid the said sum of Rs.7,821/- (Rupees Seven Thousand Eight Hundred Twenty- One) only being the exemption fees of the said pink land.

AND WHEREAS it was agreed by and between the said Biswanath Dhur and others and the Board that at the first the land shown by Green Hatches would be conveyed and the land shown in coloured Green cannot be conveyed to the said Biswanath Dhur and others until the said portion of Ultadanga Main Road is taken over.

AND WHEREAS the Board agreed to convey the green hatches Land shown of the plan thereon containing an area of 3 (Three) Cottah 9 (Nine) Chittacks 6 (Six) Square Feet at the price of Rs.12,255/ - (Rupees Twelve Thousand Two Hundred Fifty- Five) only and the price of the

Green Land containing an area of 5 (Five) Cottah 14 (Fourteen) Chittacks 16 (Sixteen) Square Feet was settled at Rs.20,242/- (Rupees Twenty Thousand Two Hundred Forty-Two) only to be conveyed later on.

AND WHEREAS by a Deed of Conveyance bearing date 19th July, 1966 made between the Trustees for the Improvement of Calcutta there in mentioned as the "Board" of the One Part and (1) Biswanath Dhur, (2) Bhola Nath Dhur and (3) Tarak Nath Dhur Executors to the estate of Madan Mohan Dhar herein mentioned as the Purchaser of the Other Part, registered in Book No.1, Volume No.27, Pages 288 to 290, Being No.1504 for the year 1966 at the Office of Sub-Registrar at Sealdah, District : 24 Parganas, the said Board for the consideration mentioned therein absolutely sold, transferred and conveyed unto and in favour of Biswanath Dhur and Others **ALL THOSE** piece of parcel of land containing a total area of 3 (Three) Cottahs 9 (Nine) Chittacks 6 (Six) Square Feet more or less being portion of Premises No.91B, Ultadanga Main Road (which was subsequently numbered as Premises Nos.92/2A & 92/2B, Ultadanga

Main Road, part of Holding Nos.75 & 76), Sub-Division No.8 Division : 2, Dihi : Panchannagram, Thana : Manicktala, District : 24 Parganas and as shown in the Green Hatches land adjoining pink land annexed thereto and morefully and particularly written in the schedule thereunder.

AND WHEREAS the Board of Trustees also acquired the blue land containing an area of 8 (Eight) Cottahs 10 (Ten) Chittacks 22.5 Square Feet out of Premises No.92, Bidhan Nagar Road.

AND WHEREAS by a Deed of Assent/Transfer bearing date 28th July, 1971 made between (1) Biswanath Dhur, (2) Bhola Nath Dhur and (3) Tarak Nath Dhur, therein mentioned as "the Executors" and (1) Biswanath Dhur, (2) Bhola Nath Dhur and (3) Tarak Nath Dhur, (4) Sri Kedar Nath Dhur, (5) Sri Kashi Nath Dhur (6) Sri Bijoy Nath Dhur and (7) Sri Durga Charan Dhur, therein mentioned as "as Beneficiaries registered in Book No.1, Volume No.92, Pages 137 to 143, Being No.2059 for the year 1971 at the Office of the Registrar of Assurances, Calcutta and the said

Biswanath Dhur and others, the Executors duly granted, conveyed and transferred unto the said Biswanath Dhur and others the Beneficiaries (1) ALL THAT the piece and parcel of revenue redeemed land, hereditaments, messages, tenements and premises containing 1 (One) Bigha 2 (Two) Cottahs 3 (Three) Chittacks and 22.5 Square Feet a little more or less situate lying at Premises No.92, Ultadanga Main Road appertaining to Touzi No.2833, Government Khas Mahal, in Dihi : Panchannagram, Holding No.29, Division: 11, Sub-Division : 2, Mouza : East Ultadanga, P.S. Manicktala Sub-Registry Office Sealdah, District of 24 Parganas within the Municipal limits of the town of Calcutta, (2) ALL THAT the piece and parcel of revenue free land, hereditaments and premises containing by estimation of 3 (Three) Cottahs 9 (Nine) Chittacks and 6 (Six) Square Feet, a little more or less comprised within the Municipal Premises Nos.92/2A & 92/2B, Ultadanga Main Road appertaining to Touzi No.2833, Government Khas Mahal in Dihi Panchannagram being Holding No.39, Division: II, Sub-Division 2, Mouza : East Ultadanga, P.S. Manicktala, Sub Registry Office: Sealdah, District: 24 Parganas within the

Municipal limits of the town of Calcutta, more fully and particularity described in the Schedule written thereunder.

AND WHEREAS since the Green Land was utilized for the completion of the Ultadanga Main Road the same could not be conveyed and by a Registered Deed of Conveyance bearing date 31st May, 1976 made between the Trustees for the Improvement of Calcutta therein referred to as "the Board" and Biswanath Dhur, Bhola Nath Dhur and Tarak Nath Dhur, Executors to the Estate of Madan Mohan Dhar, therein mentioned as "the Purchaser" registered in Book No.I, Volume No.27, Pages 179 to 183, Being No.740 for the year 1976 at the Office of Sub-Registrar at Sealdah, District: 24 Parganas the said Board for the consideration mentioned therein, absolutely sold, transferred and conveyed unto and in favour of the said Biswanath Dhur and others another piece and parcel of Revenue free land marked as green hatches thereon containing an area of 6 (Six) Cottahs 8 (Eight) Chittacks and 40 (Forty) Square Feet little more or less situate and being portion of Premises No.92, Ultadanga Main Road (which was subsequently numbered as 92/2C, Ultadanga Main Road), being part of Holding Nos. 75 & 76, Sub-

Division: 8, Division : 2, Dihi : Panchannagram Gram,
Thana : Ultadanga, District : 24 Parganas for the
consideration mentioned therein.

AND WHEREAS since the said Pink Land was not required for
execution of Scheme No.VIIM, the Board on receiving the
said prescribed exemption fees from Biswanath Dhur
and other Executors to the Estate of Madan Mohan Dhar
exempted from acquisition the said Pink Land containing
an area 22 (Twenty- Two) Cottahs 3 (Three) Chittacks 22.5
Square Feet land as per site plan annexed hereto and
marked as ANNEXURE : "III".

AND WHEREAS by virtue of the said Probate the said
Biswanath Dhur, Bhola Nath Dhur, Tarak Nath Dhur,
Kedar Nath Dhur, Kashi Nath Dhur, Bijoy Nath Dhur and
Durga Charan Dhur, Seven sons of Late Madan Mohan
Dhar have become the absolute Owners the said Premises
No.92, Ultadanga Main Road, containing an area of 22
(Twenty-Two) Cottahs 3 (Three) Chittacks 22.5 Square
Feet more or less together structures standing thereon in

equal shares each having undivided 1/7th shares therein.

AND WHEREAS the said Biswanath Dhur died on 6th February, 1998 leaving Will dated 3rd June, 1994 whereby he bequeathed his immovable properties which includes his undivided 1/7th share of Premises No.92, Bidhan Nagar Road, Kolkata to his only son Amar Nath Dhar. The said will of Biswanath Dhur duly probated from the City Civil Court at Calcutta on 17th May, 2003 vide Probate Case NO.115 of 2000. The said Arnar Nath Dhar died intestate on 13th February, 2020 leaving him surviving his wife Sibani Dhar, only son Arindam Dhar and two daughters Gayatri Mukherjee and Maitreye Dhar as his heiresses who inherited the estate left by Amar Nath Dhar.

AND WHEREAS Bhola Nath Dhur died on 6th June, 1985 leaving a Will dated 2nd April, 1983, hereby he bequeathed all his movable and immovable properties, which includes his undivided 1/7th share of Premises No.92, Bidhan Nagar Road, Kolkata to his wife Smt. Protiva Dhar for the term of her natural life without any power of alienation or transfer

and upon the death of said Protiva Dhar, the said properties will vest to his three sons Dinanath Dhar, Sankar Nath Dhar and Alope Nath Dhar absolutely and forever in equal shares. The said will of Bhola Nath Dhur was duly probated from the Hon'ble High Court; Calcutta on 9th September, 1987 vide Probate Case No. 162 of 1987. The said Protiva Dhar died on 2nd July, 2012 and after her death the properties left by Bhola Nath Dhur including undivided 1/7th share in Premises No.92, Ultadanga Main Road devolved upon said Dinanath Dhar, Sankar Nath Dhar and Alope Nath Dhar absolutely in terms of the provision of the said Will of Bhola Nath Dhur.

AND WHEREAS said Tarak Nath Dhur dies on 2nd June, 1999 leaving a Will dated 26th April, 2019 whereby he made certain specific legacies in respect of his certain properties and bequeathed the rest and residue of his properties which includes his 1/7th undivided share in respect of Premises No.92, Bidhan Nagar Road, Kolkata to his two sons Sailendra Nath Dhar and Samir Kumar Dhar absolutely in equal shares. The said Will of Tarak Nath Dhur was duly probated from City Civil Court at Calcutta vide Probate Case No.136 of 1999 on 5th April, 2003.

AND WHEREAS the said Kedar Nath Dhur died intestate on 7th October, 1984 leaving his widow Smt. Parul Dhar and three sons Ajoy Kumar Dhar, Shyamal Kumar Dhar and Indra Nath Dhar and three daughters Smt. Bithika Boral, Shyamali Mullick and Mina Mallik as his heirs, heiresses and legal representatives who inherited the estate which includes undivided 1/7th share of Premises No.92, Bidhan Nagar Road, Kolkata left by the said Kedar Nath Dhur in equal shares. The said Shyamal Kumar Dhar died intestate as a bachelor on 5th March, 1991 leaving his said mother Parul Dhar as his only heirs. The said Parul Dhar died intestate on 28th August, 2003 leaving her said two sons Ajoy Kumar Dhar and Indra Nath Dhar and three daughters Bithika Boral, Shyamali Mullick and Mina Mallik as her heirs and heiresses under the Hindu Succession Act, 1956. The said Ajoy Kumar Dhar son of Kedar Nath Dhur died intestate on 29th March, 2004 leaving him surviving his wife Aparna Dhar and one daughter Surparna Sen as his heiresses, who inherited the estate left by Ajoy Kumar Dhar.

AND WHEREAS the said Kashi Nath Dhur died intestate on 23rd February, 1994 leaving him surviving his wife Gita Dhar and two sons Samar Dhar and Sanjoy Dhar as his heirs and heiresses who inherited the estate left by the said Kashi Nath Dhur.

AND WHEREAS the said Bijoy Nath Dhur died on 10th April, 2009 leaving a Will dated 15th March, 1995 whereby he bequeathed all his immovable properties which includes undivided 1/7th share of Premises No.92, Bidhan Nagar Road, Kolkata to his only son Sri Subhendu Dhar. The said will of Bijoy Nath Dhur was duly probated from Hon'ble High Court, Calcutta on 16th August, 2010 vide Probate Case No.161 of 2010.

AND WHEREAS the said Durga Charan Dhur still alive having undivided 1/7th share of Premises No.92, Bidhan Nagar Road, Kolkata.

AND WHEREAS in view of the present circumstances, the Owners including the predecessor – in – interest of Shefali Dhar have 22 (Twenty-Two) Cottahs 3 (Three)

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Chittacks 22½ Square Feet and become the absolute Owners of the said land having undivided land at 92, Ultadanga Main Road now Bidhan Nagar Road, Kolkata : 700067 having the following shares :-

Sl. No.	NAME OF OWNERS	RATIO	SHARE OF LAND Co-Ch-Sq.Ft.
1.	ARINDAM DHAR	1/28 th	00 – 12- 32
2.	SMT. SIBANI DHAR	1/28 th	00 – 12- 32
3.	SMT. GAYATRI MUKHERJEE	1/28 th	00 – 12- 32
4.	SMT. MAITREYEE DHAR	1/28 th	00 – 12- 31
5.	DINANATH DHAR	1/21 th	01 – 00- 42
6.	SANKAR NATH DHAR	1/21 th	01 – 00- 42
7.	ALOKE NATH DHAR	1/21 th	01 – 00- 42
8.	SAILENDRA NATH DHAR	1/14 th	01 – 09- 18
9.	SAMIR KUMAR DHAR	1/14 th	01 – 09- 18
10.	SMT. APARNA DHAR	1/70 th	00 – 05- 04
11.	SMT. SUPARNA SEN	1/70 th	00 – 05- 03
12.	INDRA NATH DHAR	1/35 th	00 – 10- 07
13.	SMT. BITHIKA BORAL	1/35 th	00 – 10- 07
14.	SMT. SHYAMALI MULLICK	1/35 th	00 – 10- 07
15.	SMT. MINA MALLIK	1/35 th	00 – 10- 07
16.	SMT. GITA DHAR	1/21 th	01 – 00- 42
17.	SAMAR DHAR	1/21 th	01 – 00- 42
18.	SANJOY DHAR	1/21 th	01 – 00- 42
19.	SUBHENDU DHAR	1/7 th	03 – 02- 35
20.	DURGA CHARAN DHUR	1/7 th	03 – 02- 35

together with the new Building being constructed thereon comprising of apartments, car parking spaces and other saleable areas, hereinafter called and referred to as “the **SAID**

LAND” and morefully described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the Owners including the predecessor – in – interest of Shefali Dhar have entered into a Development Agreement dated 26th February, 2021 and registered at the Office of the District Sub-Registrar – V at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1630-2021, Pages 44472 to 44617, Being No.163001195 for the year 2021 with the Developer for the development of the said land constructing a multistoried Building therein.

AND WHEREAS the Owners including the predecessor – in – interest of Shefali Dhar have executed one Development Power of Attorney on 8th April, 2021 and registered at the Office of the District Sub-Registrar – V at Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1630-2021, Pages 73679 to 737733, Being No.163001998 for the year 2021 in favour of Developer and empowered to do all acts, deeds and things regarding development of the said land.

AND WHEREAS the said Land is earmarked for the purpose of Building of a residential cum commercial project having multi-storied residential apartment Building and the Project has been named "**SUN SUMUKH**".

AND WHEREAS the Developer in terms of the Development Agreement and as from Development Power got a building plan sanction from the KMC at its cost for construction of a G + 9 storied building bearing Sanction Plan No....., dated and accordingly started the constructional work of the building of the said property.

AND WHEREAS during constructional work of the said building one of the Owner viz :- Sankar Nath Dhar died on living Shefali Dhar as widow as his only legal here and successor.

AND WHEREAS said Sankar Nath Dhar during his life time executed one will dated and after his demise the executer of the said will duly took probate of the said will from LD.

AND WHEREAS being the beneficiaries of the aforesaid will Smt. Sefali Dhar got the share of Sankar Nath Dhar in respect of the said property.

AND WHEREAS thereafter Smt. Sefali Dhar executed and registered a Supplementary Development Agreement with the Developer herein, which was registered in the office of the and registered in Book No., Volume No....., Pages to, Being No. for the year 2023 and also registered the Power of Attorneys in the name of the Developer.

AND WHEREAS in terms of the said Development Agreement dated 26th February, 2021, and supplementary Development Agreement dated the Developer erected, constructed and completed the construction of the said Multistoried Building at the said premises, hereinafter called “the **NEW BUILDING**”, in accordance with aforesaid sanction Plan.

AND WHEREAS the Purchasers have inter-alia agreed to acquire from the Vendors, the undivided impartible proportionate share of land in the said premises, morefully

described in the **FIRST SCHEDULE** hereunder written, free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever **TOGETHER WITH** the proportionate share and the benefit of the Plans relating to the said Flat bearing Flat No..... having super built up area of Square Feet more or less, covered area of Square Feet more or less and super built up area of Square Feet more or less on the side of the Floor and one Car Parking Space bearing No..... having an area of Square Feet on the side in the Ground Floor of the new Building, exclusively belonging to the Developer's allocation, hereinafter called "the **SAID FLAT & CAR PARKING SPACE**", which is morefully described in the **SECOND SCHEDULE** hereunder written, also with the right of use of the common portions, morefully described in the **THIRD SCHEDULE** hereunder written and **TOGETHER WITH** all right or rights in respect of said Flat & Car Parking Space and the common portions, proportionately from the Developer, which is morefully described in the **SECOND SCHEDULE** hereunder written on the terms and conditions as agreed upon by and between the Parties hereto as per Agreement at or for the total consideration

of Rs...../- (Rupees) only paid by the Purchasers to the Developer.

AND WHEREAS the Developer has represented and assured the Purchasers that the said Flat bearing Flat No..... having super built up area of Square Feet more or less, covered area of Square Feet more or less and super built up area of Square Feet more or less on the side of the Floor and one Car Parking Space bearing No..... having an area of Square Feet on the side in the Ground Floor of the new Building, which has already been constructed as Multistoried one, is free from all encumbrances charges, liens, lispences, attachments, trusts whatsoever or howsoever and the Vendors have also represented and assured the Purchasers that they have absolute power and authority to sell and transfer the undivided proportionate share or interest in the land comprised in the said premises attributable to the said Flat & Car Parking Space.

AND WHEREAS in pursuance of the aforesaid, the Vendors at the request of the Developer is completing the sale of the undivided share of land in the said premises attributable to the

said Flat & Car Parking Space and the Developer is also completing the sale of the said Flat & Car Parking Space and the undivided proportionate share in the common portions in the New Building and/or the said premises by these presents.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said premises and in consideration of the sum of Rs...../- (Rupees) only paid by the Purchasers to the Developer being the total consideration price which includes the costs of undivided share in land at the premises of the Vendors attributable to the said Flat bearing Flat No..... having super built up area of Square Feet more or less, covered area of Square Feet more or less and super built up area of Square Feet more or less on the side of the Floor and one Car Parking Space bearing No..... having an area of Square Feet on the side in the Ground Floor of the new Building and the undivided proportionate share in the common portions (the receipt whereof the Developer doth hereby also by the receipt and Memo hereunder written, admits and acknowledges, which duly affirmed by the Vendors also and of and from the payment of the same forever, release, discharge and acquit the

Purchasers and the said undivided share of land in the said premises attributable to the said Flat & Car Parking Space and the undivided proportionate share in the common portions). The Vendors do hereby grant, sell, convey, transfer, assign and assure and the Developer doth hereby confirms unto the Purchasers **ALL THAT** the undivided impartible proportionate share in the land contained in the said premises, morefully described in the **FIRST SCHEDULE** hereunder written, attributable to the said Flat & Car Parking Space **TOGETHER WITH** the proportionate undivided share and/or the benefit of the Plan relating to the said Flat & Car Parking Space, morefully described in the **SECOND SCHEDULE** hereunder written **AND ALSO** the proportionate share of the common portions, morefully described in the **THIRD SCHEDULE** hereunder written, in common with the Co-Owners and/or Occupiers of the New Building **AND** the Developer doth hereby grant, sell, convey, transfer, assign and assure and the Vendors do hereby confirm unto the Purchasers the said Flat bearing Flat No..... having super built up area of Square Feet more or less, covered area of Square Feet more or less and super built up area of Square Feet more or less on the side of the Floor and one Car Parking Space bearing No.....

having an area of Square Feet on the side in the Ground Floor of the new Building, morefully described in the **SECOND SCHEDULE** hereunder written and the undivided proportionate share in the common portion, morefully described in the **THIRD SCHEDULE** hereunder written, **OR HOWSOEVER OTHERWISE** the undivided share of land in the said premises attributable to the said Flat & Car Parking Space and undivided proportionate share in the common portions now are or is or at any time hereto before were or was situated, butted & bounded, called, known, numbered, described and distinguished **TOGETHER WITH** all areas, fences, limited right for the passage leading to the staircase and sides spaces of the Building including front open spaces, sewers, drains, water, water courses, benefits, advantages and all manners, former or other rights, liberties and easements privileges, appendages and appurtenances whatsoever belonging to the said undivided share of land in the said premises attributable to the said Flat & Car Parking Space and the undivided proportionate share in the common portions or in anywise appertaining thereto or any part thereof, usually held, used, occupied, accepted, enjoyed reputed or known as part or parcel or member thereof or appurtenant thereto **AND** the reversion or reversions, remainder or

remainders and the rents, issues and profits of the said undivided share of land in the said premises attributable to the said Flat & Car Parking Space and the undivided proportionate share in the common portions and other rights hereby conveyed **AND** all the estate, right, title, interest, property, claim and demand whatsoever of the Vendors and the Developer into or upon the said undivided share of land in the said premises attributable to the said Flat & Car Parking Space and the undivided proportionate share in the common portions respectively and all other benefits, rights and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from **AND TOGETHER FURTHER WITH** all rights, liberties and appurtenances, whatsoever **TO AND UNTO** the Purchasers free from all encumbrances, trust, liens, lispendences and attachments whatsoever (save only those as are expressly mentioned herein) **AND TOGETHER FURTHER WITH AND** **SUBJECT TO** easements or 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 as Co-Owners as mentioned in

the **FIFTH SCHEDULE** hereunder written **AND TO HAVE AND TO HOLD** the said undivided share of land attributable to the said premises and the said Flat & Car Parking Space and the undivided proportionate share in the common portions and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts thereof respectively or arising out there from absolutely and forever **SUBJECT TO** the covenants, the rules and regulations contained in the **SIXTH SCHEDULE** hereunder written and/or elsewhere herein **AND ALSO SUBJECT TO** the Purchasers' paying and discharging all taxes, impositions and other common expenses relating to the said premises proportionately and the said Flat & Car Parking Space and details whereof are morefully mentioned in the **FOURTH SCHEDULE** and the **SIXTH SCHEDULE** hereunder written.

THE VENDORS AND DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS as follows :-

1. **THAT** the interest which the Vendors and the Developer do hereby professes to transfer, subsists and that the Vendors and the Developer have the sole right, full power

and absolute authority to grant, sell, convey, transfer, assign and assure unto the Purchasers, the said Flat & Car Parking Space and undivided proportionate share in the common portions **TOGETHER WITH** the benefits, rights and properties hereby sold and conveyed.

2. **AND THAT** it shall be lawful for the Purchasers from time to time and at all times hereafter, to enter into and upon and to use, hold and enjoy the said undivided share of land in the said premises, the said Flat & Car Parking Space and the undivided proportionate share in the common portions and all benefits, rights and properties hereby conveyed and every part thereof and to receive the rents, issues and profits thereof, without any interruption, disturbance, claim or demand whatsoever from or by the Vendors or the Developer or any person or persons claiming through under or in trust for the Vendors and/or the Developer, unless otherwise expressly mentioned herein **AND** freed and cleared from and against all manner of encumbrances, trusts, liens and attachments whatsoever **SAVE** only those as are expressly contained herein.

3. **AND THAT** the Vendors and the Developer shall from time to time and at all times hereafter, upon every request and at the costs of the Purchasers, make, do, acknowledge, exercise, execute, register 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 undivided share of land in the said premises, the said Flat & Car Parking Space and the undivided proportionate share in the common portions **TOGETHER WITH** the benefits, rights and properties hereby granted unto the Purchasers in the manner aforesaid.

THE PURCHASERS DO HEREBY COVENANT WITH THE VENDORS AND DEVELOPER as follows :-

1. **THAT** the Purchasers herein shall be entitled to sell, gift, mortgage, lease, convey or otherwise alienate the said Flat & Car Parking Space to any person or persons without the consent of the Vendors and the Developer herein or any other Co-Owner or Co-Owners of the said Building.

2. **THAT** the Purchasers' undivided right, title, interest, possession in the soil of the said premises, morefully mentioned in the **FIRST SCHEDULE** hereunder written, shall remain join for all times the other Co-Owners of the said Building at the said Municipal premises.

3. **THAT** the Purchasers herein shall have all rights to mutate their names as Owners and Possessors in respect of the said Flat & Car Parking Space in the Office of the Kolkata Municipal Corporation and in the records of any other Authorities, the Vendor and the Developer herein doth hereby give its consent or approval in writing for the purpose of such mutation and separate assessment, whenever shall be required by the Purchasers.

4. **THAT** the Purchasers herein shall be liable to pay directly towards payment of Owners' share and Occupiers' share of rates, taxes, land revenues and other outgoing charges payable to the Kolkata Municipal Corporation or to any other Authorities in respect of the said Flat & Car Parking

Space hereby sold and transferred to the Purchasers and from the execution of this Deed of Conveyance.

5. **THAT** so long as the said Flat & Car Parking Space is not be separately assessed in the name of the Purchasers herein for the purpose of aforesaid rates, taxes, land revenues and other outgoing charges, in that event the Purchasers shall pay proportionate share of the aforesaid charges as levied on the said Flat & Car Parking Space on and from the date of execution of this Deed.

6. **THAT** the Purchasers herein shall have full and absolute rights in common with the other Co-Owners of the said Building in respect of proportionate share of common rights, common facilities and common amenities belonging to the said Building and belonging to the said premises, morefully described in the **THIRD SCHEDULE** hereunder written together with the right of the common use and occupation of the ultimate roof of the Building at the said Municipal premises.

7. **THAT** the Purchasers herein shall have all right to take electric, telephone, gas, water pipe etc, connections at the said Flat in the name of the Purchasers at the Purchasers' own costs through common portions and spaces of the said Building as well as the said Municipal premises.

8. **THAT** the Purchasers herein shall have all rights of erecting, scaffolding at the common spaces of the said Municipal premises for repairing, whitewashing, maintenance, painting, decorating, plastering, constructions in respect of the said Flat & Car Parking Space.

9. **THAT** all expenses for maintenance, repairing in respect of the common parts of the said Building including all common areas and common installations of the said Building shall be proportionately borne by the Purchasers with the other Co-Owners of the said Building, morefully described in the **FOURTH SCHEDULE** hereunder and the Purchasers herein will enjoy the right of easements of the said Building as well as the said Municipal premises,

morefully described and written in the **FIFTH SCHEDULE** hereunder.

10. **THAT** all expenses for running and operation of all common machineries, equipments and other installations, including all cost of maintenance, repairing shall be borne by the Purchasers proportionately with the other Co-Owners of the said Building.

11. **THAT** one Association and/or Society will be formed between the Flat Owners' of the said Building at the said Municipal premises having one member for each Flat and the Purchasers herein within 3 (Three) months after having possession of their said Flat & Car Parking Space, will join and form the said Owners' Association as the Owner(s)/Purchaser(s) may decide and upon the formation of the Owners' Association shall take the full charge of the Building and they should discharge the Vendor and the Developer herein from any further liability of whatsoever in respect of the said Building and the Vendor and the Developer herein shall have no

responsibility in respect of the said Building after the said stipulated period of 3 (Three) months.

12. **THAT** it is expressly and clearly mentioned that the Purchasers herein have paid a sum of Rs...../- (Rupees) only towards the security deposit for the common electric meter in the said Building and a sum of Rs...../- (Rupees Ten) only towards proportionate share of common electric charges and common maintenance charges for 4 (Four) months from the date of execution of this Deed of Conveyance and also paid a sum of Rs...../- (Rupees Two Thousand Eight Hundred Fifty) only towards proportionate share of K.M.C. Quarter Tax and also paid a sum of Rs...../- (Rupees) only towards the service tax to the Developer herein.

13. **THAT** after formation of the said Association and/or Society, the said Body will be liable for the running maintenance, repairs, replacement, installations etc. of the said Building as well as said premises out of their own

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fund, which will be raised from the Flat Owners' of the said Building by the Association and/or Society and the Purchasers including the other Flat Owners will not demand for the same to the Developer herein after formation of the Association and/or Society.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED
AND DECLARED BY AND BETWEEN THE PARTIES HERETO

as follows :-

THAT the said Flat & Car Parking Space have been constructed, completed and made tenantable and vacant possession thereof has been delivered by the Developer and the Purchasers duly received delivery of possession of the same with full satisfaction.

THE FIRST SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PREMISES)

ALL THAT piece or parcel of revenue redeemed land hereditaments and premises Containing by estimation an area of 1 (One) Bigha 2 (Two) Cottahs 3 (Three) Chittacks 22½ (Twenty-Two & Half) Square Feet be the same a little more or less, together with structures erected thereon or on

part thereof situate lying at being the Premises No.92, Bidhannagar Road, Police Station : Ultadanga, Kolkata : 700067, within the limit of Kolkata Municipal Corporation, under Ward No.32, being Assessee No.11-032-03-0005-8, Sub Registry Office Sealdah, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto and the same is butted and bounded as follows :-

- ON THE NORTH** : C.I.T. Land under C.I.T. Scheme VII-M ;
- ON THE SOUTH** : Bidhan Nagar Road (formerly Ultadanga Main Road ;
- ON THE EAST** : C.I.T. Land under C.I.T. Scheme VII-M;
- ON THE WEST** : Premises No.92/2A, Bidhan Nagar Road and partly by C.I.T. Land under C.I.T. Scheme VII-M;

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE SAID FLAT & CAR PARKING SPACE)

ALL THAT a self contained Flat bearing Flat No..... having super built up area of Square Feet more or less, covered area of Square Feet more or less and super built up area of Square Feet more or less consisting of 3 (Three) bed rooms, 1 (One) drawing-cum-dining, 1 (One) kitchen, 1 (One) toilet, 1 (One) W.C. and 1 (One) verandah with marble flooring on the side of the Floor and one Car Parking

Space bearing No..... having an area of Square Feet on the side in the Ground Floor of the new Building constructed as Multistoried and/or built on the piece or parcel of land as described in the **FIRST SCHEDULE** hereinabove, **TOGETHER WITH** undivided proportionate share or interest in land attributable to the said Flat & Car Parking Space and all other rights of user of the common parts/portions in the said New Building as mentioned in the **THIRD SCHEDULE** hereunder written and the said Flat is are delineated with “**RED**” borderline in the **MAP** or **PLAN** marked as **ANNXURE** : “**A**” and the said Car Parking Space is are delineated with “**RED**” borderline in the **MAP** or **PLAN** marked as **ANNXURE** : “**B**” attached herewith both being the part of this Deed.

THE THIRD SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON PORTION)

I. **COMMON AREAS AS ARE COMMON BETWEEN THE CO-OWNERS OF A BLOCK** :-

1. **AREAS** :-

- A. Covered paths and passages, lobbies, staircases, landings of the Block and open paths and passages appurtenant or attributable to the Block.

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- B. Stair head room, caretaker room and electric meter room of the Block.
- C. Lift machine room, chute and lift well of the Block.
- D. Common installations on the Common Roof.
- E. Common staff toilet in the ground floor of the Block.
- F. Common Roof above the ultimate /final top floor of the Block.

2. **WATER AND PLUMBING** :-

- A. Overhead water tank, water pipes and sewerage pipes of the Block (save those inside any Apartment).
- B. Drains, sewerage pits and pipes within the Block (save those inside any Apartment) or attributable thereto.

3. **ELECTRICAL AND MISCELLANEOUS INSTALLATIONS** :-

A. Electrical Installations including wiring and accessories (save those inside any Apartment) for receiving electricity from Electricity Supply Agency or Generator(s)/Standby Power Source to all the Apartment in the Block and Common Areas within or attributable to the Block.

B. Lift and lift machinery of the Block.

C. Firefighting equipment and accessories in the Block.

4. **OTHERS** :-

Other areas and installations and/or equipment as are provided in the Block for common use and enjoyment.

II. **COMMON AREAS AS ARE MEANT FOR COMMON USE**

OF ALL THE OWNERS OF THE SAID COMPLEX :-

1. **AREAS** :-

A. Open and/or covered paths and passages inside the Said Complex.

B. Boundary wall around the periphery of the Said Complex and decorative gates for ingress and egress to and from the Said Complex.

C. Visitors' car park.

2. **WATER AND PLUMBING** :-

A. Centralized water supply system for supply of water in common to all Blocks in the Said Complex.

B. Main sewer, drainage and sewerage pits and evacuation pipes for all the Blocks in the Said Complex.

C. Pumps and motors for water system for all Blocks and Common Areas of the Said Complex.

3. **ELECTRICAL AND MISCELLANEOUS INSTALLATIONS**

:-

A. Wiring and accessories for lighting of Common Areas of the Said Complex.

B. Installation relating to sub-station and common transformer for the Said Complex.

C. Generator(s)/Standby Power Source and accessories for provision of standby power to the Common Areas of the Said Complex.

D. Common firefighting equipment for the Said Complex.

4. **RESIDENTS' CLUB** :-

A. Sports facilities.

B. Recreation facilities.

C. Banquet facilities.

D. Others.

5. **OTHERS** :-

Other Common Areas and installations and/or equipment as are provided or may be provided in future in the Said Complex for common use and enjoyment of all Apartment Owners.

NOTES :-

1. It is however expressly made clear that the Private Garden attached and/or appurtenant to some of the Apartments shall not form part of the Common Areas under any circumstance.
2. It is further expressly made clear that the space(s) reserved for the covered or open car parking spaces allotted to some apartment Owners and in respect of which “**Right to Use**” has been given or the space reserved or alienated to any third party shall not form part of the Common Areas under any circumstance.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COMMON EXPENSES)

1. **MAINTENANCE** :-

All costs and expenses of maintaining, operating, painting, decorating, white-washing, repairing, replacing, redecorating, rebuilding, re-constructing, lighting and renovating the Common Areas including all exterior and interior walls (but not inside any Apartment) and in

particular the Common Roof to the extent of leakage to the upper floors.

2. **OPERATIONAL** :-

All expenses (including licence fees, taxes and levies, if any) for running and operating all machineries, equipment and installations comprised in the Common Areas including transformer, generator, lift, water pump changeover switches, light, and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and also the costs of repairing, renovating and replacing the same.

3. **STAFF** :-

The salaries and all other expenses of the staff to be employed for the common purposes (including for the running of the Residents' Club) viz. manager, caretaker, security personnel clerks, liftmen, sweepers, plumbers, electricians etc. and other maintenance persons including their bonus and other emoluments and benefits.

4. **RESIDENTS' CLUB EXPENSES** :-

All costs and expenses for the maintenance, renovation, Building, rebuilding, up keep and running of all the facilities of the Residents' Club, net of receipts on account of fees and charges.

5. **TAXES & LEVIES** :-

Rates & Taxes and levies, surcharge, cess and all other outgoings for the Common Areas (including running of the Residents' Club) or for the Said Complex save the taxes determined and payable by the Apartment Owners for their respective Apartments upon separate assessment.

6. **ASSOCIATION** :-

Establishment and all other expenses of the Association or any agency looking after the Common Areas.

7. **RESERVES** :-

Creation of funds for replacement, renovation and/or other periodic expenses if thought fit by the Association (upon formation).

8. **FACILITIES** :-

All charges, deposits, costs and expenses incurred for the supply, installation, maintenance, upkeep and running of the facilities as more fully described in **SCHEDULE** : “E” above.

9. **INSURANCE** :-

All premiums and payments in respect of taking out insurance policy covering the Said Complex, periodically.

10. **ELECTRICITY** :-

All charges for the electricity consumed for the operation of the common machinery and equipment and for the Common Areas and common purposes.

11. **LITIGATION** :-

All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.

12. **OTHERS** :-

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All other expenses and/or outgoings as may be determined by the Promoter/Facility Manager/Association (upon formation) for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE EASEMENTS)

The Co-Owners shall allow each other and the Association, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances :-

1. The right of common passage, user and movement in all common portions.
2. 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 Flat & Car Parking Space.
3. Rights of support, shelter and protection of each portion of the New Building by other and/or others thereof.

4. The absolute, unfettered and un-encumbered right over the common portions **SUBJECT TO** the terms and conditions herein contained.
5. Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said Flat & Car Parking Space.
6. Right to install Television Antenna at such place on the roof of the New Building as may be demarcated by the Developer or the Association, upon formation for such purpose, from time to time without in any manner, disturbing any Co-Owners entitled to the same.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE COVENANTS, RULES & REGULATIONS)

1. The Purchasers shall not at any time, claim partition of the undivided impartible proportionate share and/or the common portions.

SUBJECT TO the provisions contained in these presents

AND SUBJECT TO the provisions of law of for the time

being in force, the Purchasers shall be entitled to the exclusive ownership, possession and enjoyment of the said Flat & Car Parking Space and the undivided share of land in the said premises and the same shall be heritable and transferable as other immovable properties.

2. **MUTATION, TAXES & IMPOSITIONS** :-

- A. The Purchasers shall after the transfer being completed in terms hereof apply for and have the said Flat & Car Parking Space separately assessed for the purpose of assessment of rates and taxes.
- B. Until such time as the said Flat & Car Parking Space be not separately assessed and/or mutated in respect of any tax or imposition, the Purchasers shall bear and pay the proportionate share of the rates and taxes.
- C. Upon the mutation of the said Flat & Car Parking Space in the name of the Purchasers for the purpose of liability of any tax or imposition, the

Purchasers shall pay wholly such tax or imposition in respect of the said Flat & Car Parking Space.

3. **THE ASSOCIATION :-**

The Purchasers and also the Vendors and the Developer (if it retains any Flat and unsold Car Parking Space, if any) 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, constitution, rules and/or regulations as be necessary and be reasonably required by the Association.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE PURCHASER' COVENANTS & HOUSE RULES)

1. In addition to the obligations of the Purchaser mentioned elsewhere in this Agreement, the Purchaser shall :-
 - A. co-operate in the management and maintenance of the Said Block, the Said Complex and the Common Areas by

the Promoter/Facility Manager/Association (upon formation), as applicable.

- B. observe the rules, restrictions and bye-laws framed from time to time by the Promoter/Facility Manager/Association (upon formation) for the beneficial common enjoyment of the Said Block, the Said Complex and the Common Areas as also the Club Rules
- C. make timely payment for electricity and other utilities consumed in or relating to the Said Apartment Unit from the Date Of Possession.
- D. be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to other Apartment Owners. The main electric meter shall be installed only at the common meter space. The Purchaser shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the

Said Complex, the Said Land and outside walls of the Said Block save in the manner indicated by the Promoter/Facility Manager/Association (upon formation).

- E. use the Said Apartment for residential purpose and also for commercial purpose in respect of Commercial Portion only. Under no circumstances shall the Purchaser use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Purchaser shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, guesthouse, serviced apartment, mess, chummery, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.

- F. repair, clean and maintain water, light, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, glass panes, etc. inside the Said Apartment, at the cost of the Purchaser.

- G. ensure that the domestic help/service providers visiting the Said Apartment use only the common toilets and while so using, keep the common toilets clean and dry.
- H. use the spittoons/dustbins located at various places in the Said Complex.
- I. not alter, modify or in any manner change the (i) elevation and exterior colour scheme of the Said Apartment and the Said Block and (ii) design and/or the colour scheme of the windows, grills and the main door of the Said Apartment.
- J. not alter, modify or in any manner change the structure or any civil construction in the Said Apartment Unit, the Said Block and/or the Said Complex and in particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and/or columns passing through the said Apartment or the Common Areas for the purpose of fixing, changing or repairing the concealed wiring or pipelines or otherwise. The Purchaser shall not install any dish-antenna on the balcony and/or windows of the Said Block

and/or on any external part of the Said Block and/or the roof thereof. In the event the Developer and/or the Association and/or the Sanctioning Authority comes to know of any change made by the Purchaser then the Developer and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Apartment at the cost of the Purchaser. In the event any change is made by the Purchaser after the Date Of Conveyance, then also the Developer and/or the Association and/or the Sanctioning Authority shall be entitled to demolish the changes and restore the Said Apartment to its original position at the cost of the Purchaser. The Purchaser shall be liable to make payment of the aforesaid cost without raising any objection as liability for payment of the same has arisen due to default of the Purchaser.

- K. not install any collapsible gate on the main door/entrance of the Said Apartment.

- L. not sub-divide the Said Apartment Unit and the Common Areas, under any circumstance.

- M. not change/alter/modify the names of the Said Block and the Said Complex from that mentioned in this Agreement.

- N. not use the Said Apartment or the Common Areas or the Parking Space, if any, or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other Occupants of the Said Complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of others.

- O. not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Areas.

- P. not obstruct the Promoter/Facility Manager/Association (upon formation) in their acts relating to the Common Areas and not obstruct the Developer in constructing on other portions of the Said Block/Said Complex/Said Land and/or selling or granting rights to any person on any part of the Said Block/Said Complex/Said Land.

- Q. not obstruct the pathways and passages of the Common Areas or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Parking Space, if any.

- R. not violate any of the rules and/or regulations laid down by the Promoter/Facility Manager/Association (upon formation) for the use of the Common Areas as also the Club Rules.

- S. not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefor.

- T. not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Parking Space, if any, the Said Block, the Common Areas, the Said Complex and the Said Land, including but not limited to acts of vandalism, putting up posters and graffiti etc.

- U. not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Apartment, the Parking Space, if any, the Common Areas, the Said Block, the Said Complex and/or the Said Land.

- V. not put up or affix any sign board, name plate or other things or other similar articles in the Common Areas, inside or outside the windows and/or the outside walls of the Said Apartment/Said Block/Said Complex save at the place or places provided therefor provided that this shall not prevent the Purchaser from displaying a standardized name plate outside the main door of the Said Apartment.

- W. not keep any heavy articles or things that are likely to damage the floors or install and operate any machine or equipment save usual home appliances.

- X. not install or keep or run any generator in the Said Apartment and the Parking Space, if any.

- Y. not misuse or permit to be misused the water supply to the Said Apartment.

- Z. not damage the Common Areas in any manner and if such damage is caused by the Purchaser or the family members, invitees, servants, agents or employees of the Purchaser, the Purchaser shall compensate for the same.

- AA. not hang or cause to be hung clothes from the balconies of the Said Apartment.

- BB. not smoke in public places of the Said Complex and the Purchaser and the Purchaser' guests shall not throw empty cigarette cartons, cigarette butts and matchboxes in open spaces but shall dispose them off in dustbins after ensuring that the fire is fully smothered/extinguished.

- CC. not pluck flowers or stems from the gardens.

- DD. not throw or allow to be thrown litter in the Common Areas of the Said Block/Said Complex.

- EE. not trespass or allow trespass over lawns and green plants within the Said Complex.
 - FF. not overload the passenger lifts and move goods only through the staircase of the Said Block.
 - GG. not use the lifts in case of fire.
 - HH. not cover the Common Areas, fire exits and balconies/terraces (if any) of the Said Apartment.
- II. make payment of applicable Goods and Service Tax that may be payable in respect of all amounts to be paid by the Purchaser to the Promoter, the Facility Manager and/or Association in terms of this Agreement as also to pay all others taxes payable by the Purchaser in terms of this Agreement.
2. If the Purchaser lets out or transfers the Said Apartment Unit, the Purchaser shall immediately notify the Promoter/Facility Manager/ Association (upon formation)

of the tenant's/transferee's address and telephone number.

3. The Purchaser shall not have any right, title, interest, claim or entitlement whatsoever over or in respect of the Said Land/Said Block/Said Complex save and except the said Apartment Unit and the Purchaser shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions of the Said Land/Said Complex.

4. The user right of the ultimate top roof of any Block shall remain common to all Apartment Owners of the Said Block (Common Roof) and all common installations such as water tank and lift machine room shall be situated in such Common Roof. The Developer shall always have the right of further construction on the entirety of the top roof and the Purchaser specifically agrees not to do any act that prevents or hinders such construction. After such construction on the top roof, the roof above such construction shall become the Common Roof for common use of all Apartment Owners of the Said Block. The

Developer is entitled to shift any part of the Common Areas (including common installations like lift machine room and the water tank) to such top/ultimate roof upon further construction and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions.

5. In the event of the Owners and/or the Developer being made liable for payment of any tax (excepting Income Tax), fee, duty, levy, surcharge, cess, imposition or any other liability or any enhancement thereof under any statute or law for the time being in force or introduced/imposed in future (such as Goods and Service Tax or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body) (whether payable to the concerned authority by the Owners or the Developer or the Purchaser) or if the Owners and/or the Developer are advised by their consultant that the Owners and/or the Developer are liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of the Owners and/or the Developer having agreed to

perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Purchaser shall be liable to pay all such tax, fee, duty, levy or other liability and hereby indemnifies and agrees to keep the Owners and the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The Owners and the Developer shall not be liable for the same or any portion thereof under any circumstances whatsoever and it is expressly agreed that the same shall be the liability of the Purchaser and the Owners and the Developer shall be entitled to collect/ recover the same from the Purchaser. The taxes, fees, duties, levies or other liabilities so imposed or estimated by the Owners' and/or the Promoter's consultant shall be paid by the Purchaser at or before the Date of Possession.

6. The Purchaser shall have no connection whatsoever with the other Apartment Owners and there shall be no privity of contract or any Agreement or arrangement as amongst the Purchaser and the other Apartment Owners (either express or implied) and the Purchaser shall be

responsible to the Developer for fulfillment of the Purchaser' obligations irrespective of non-compliance by any other Apartment Owner.

7. The Purchaser shall be responsible for and shall keep the Vendors and the Facility Manager/Association indemnified of from and against all damages, claims, demands, costs, charges, expenses and proceedings occasioned relating to the said Block/said Complex/said Land or to any person due to any negligence or any act, deed, thing or omission made done or occasioned by the Purchaser and shall keep the Vendors and the Facility Manager/ Association indemnified of from and against all actions claims proceedings costs expenses and demands made against or suffered by the Vendors and the Facility Manager/Association as a result of any act, omission or negligence of the Purchaser or the servants, agents, licensees, invitees or visitors of the Purchaser and/or any breach or non-observance by the Purchaser of the Purchaser' covenants and/or any of the terms herein contained.

8. The transaction contemplated herein is a single transaction of sale and purchase of the said Apartment Unit and does not constitute any Party to be the agent of the other Party and no form of service is contemplated. It is further hereby expressly intended and agreed by and between the Parties hereto that nothing herein contained shall be construed to be a **“WORKS CONTRACT”** and it is hereby further intended and agreed by and between the Parties hereto that in the event the Vendors are liable to make payment of any Sales Tax, VAT, Works Contract Tax, Service Tax , Goods & Service Tax or any other statutory tax, duty or levy in respect of this Agreement or the transfer of the said Apartment contemplated hereby, the Purchaser shall be liable to and agrees to make payment of the same at or before taking possession of the said Apartment Unit.
9. The Parties shall keep confidential all non-public information and documents concerning the transaction contemplated herein, unless compelled to disclose such information/documents by judicial or administrative process or by other requirements of law.

10. The Developer shall have first charge and/or lien over the said Apartment Unit for all amounts due and payable by the Purchaser to the Developer provided however if the said Apartment Unit is purchased with assistance of a financial institution, then such charge/lien of the Developer shall be extinguished in favour of the financial institution provided all dues payable to the Developer are cleared by the Purchaser and/or the financial institution.

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

SIGNED, SEALED & DELIVERED _____

by the Parties at Kolkata
in the presence of :-

WITNESSES :-

1.

Signature of the **OWNERS/
VENDORS**

2.

Signature of the **PURCHASERS**

Drafted by me :-

SANTANU ADHIKARY
Advocate
Alipore Judges' Court, Kol : 27.

Signature of the **DEVELOPER/
CONFIRMING PARTY**

Computer Typed by :-

DEBASISH NASKAR
Alipore Judges' Court, Kol : 27.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs...../- (Rupees) only being the consideration in full towards sale of the said Flat & Car Parking Space including the price of undivided proportionate share or interest in the common portions in the said Building and/or said property as per Memo below :-

MEMO

Sl. No.	DATE	CHEQUE NO.	BANK WITH BRANCH	AMOUNT
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
Total :				Rs...../-
(RUPEES) ONLY				

WITNESSES :-

1.

Signature of the **DEVELOPER/
CONFIRMING PARTY**

2.