



**BY AND BETWEEN**

**Rochita Construction Private Limited**, a company incorporated under the Companies Act, 1956, (**CIN U70101WB1994PTC066642; Income Tax PAN No. AADCS6692Q**) having its registered and corporate office at 43/3, Hazra Road, Kolkata – 700019 IN Police Station & Post Office – Ballygunge represented by its director **Mr. Ishan Jhunjhunwala, (Income Tax PAN No. AVR PJ2393R, Aadhar No. 481198827256 and Mobile No. \_\_\_\_\_)** son of Mr. Saroj Kumar Jhunjhunwala, residing at Deodar Apartment, 4th Floor, Flat No. 4C, 2, Deodar Street, Police Station & Post Office – Ballygunge, Kolkata – 700019, hereinafter, referred to as the “**OWNER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **FIRST PART**;

**AND**

**Belani NPR Housing LLP**, a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008 (**LLPIN:AAU-7038; Income Tax PAN No: AAXFB0663K**), having its registered office at 257/A, Deshpuran Shasmal Road, Kolkata - 700 033, Police Station Jadavpur, Post Office Tollygunge, represented by its authorized signatory, **Mr. [•](Income+ Tax PAN:[•], Aadhaar No. [•]and Mobile No. +91-[•])**, son of [•], working for gain at [•], Kolkata - 700 0[•], Police Station [•], Post Office [•], hereinafter referred to as the “**PROMOTER**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and/or assigns) of the **SECOND PART**.

**AND**

**[If the Purchaser is a company]**

\_\_\_\_\_ (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_ (PAN \_\_\_\_\_), represented by its authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Purchaser" (which expression shall unless

repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

**[If the Purchaser is a partnership]**

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_, (Aadhaar No. \_\_\_\_\_) duly authorized vide hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

**[If the Purchaser is an Individual]**

Mr. / Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_, residing at \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter called the "**Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

**[If the Purchaser is a HUF]**

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter referred to

as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**.

*(Please insert details of other Purchaser(s) in case of more than one Purchaser)*

(The expression "Owner", "Promoter" and "Purchaser" are, hereinafter, collectively, referred to as the "**Parties**" and individually as a "**Party**").

**WHEREAS:**

- A. The Owner is the absolute and lawful owner of the property as more fully described in the **FIRST SCHEDULE** hereunder written (the "**SAID LAND**") as per the devolution of title of the Said Land more fully described in the **SECOND SCHEDULE** hereto.
- B. The Owner wanted to have constructed on the Said Land, a residential building/complex comprising a multistoried building having apartments/flats and other areas together with common areas required for beneficial use and enjoyment of the proposed building complex.
- C. The Owner for the purpose of having the Said Land developed as stated above entered into an agreement with the Promoter dated the 15<sup>th</sup> day of December, 2021, registered in the office of Additional Registrar of Assurances – III, Kolkata, recorded in Book No. I Volume No. 1903-2022, Pages 69744 to 69828, being number 190315219 or the year 2021, (the "**SAID AGREEMENT**") and in lieu of the consideration recorded therein, granted in favour of the Promoter herein, *inter alia*, the sole and exclusive right to develop and deal with the Said Land amongst several other rights, powers and authorities granted thereunder.

- D. In terms of the Said Agreement the Owner has granted a power of attorney dated the 18<sup>th</sup> day of December, 2021 registered in the office of Additional Registrar of Assurance – III, Kolkata, recorded in Book No. I, Volume No. 1903-2022 Pages 69829 to 69855, being numbered 190315225 for the year 2021 (the “**POA**”) to the Promoter to enable the Promoter to do various work for construction and development of the Said Land.
- E. A building plan was originally sanctioned by the authorities having building permit bearing No. 2022070227 dated 29<sup>th</sup> March, 2023 (herein after referred as the “**SAID PLAN**”). The Said Plan provided for construction of a residential project comprising of one multi-storeyed apartment building including car parking spaces and other areas and also common areas and the said project has been christened to be known as “**VIRAYA**” (“**COMPLEX**”).
- F. The Promoter, in due course, caused the said Complex registered with the authority constituted the Complex under the relevant provisions of the Real Estate (Regulation and Development) Act 2016 as made applicable in the state of West Bengal (the “**ACT**”) read with the West Bengal Real Estate (Regulation and Development) Rules, 2021.
- G. By an agreement for sale dated \_\_\_\_\_ (the “**SALE AGREEMENT**”), which was registered in the office of \_\_\_\_\_, in book no. \_\_\_\_, volume no \_\_\_\_\_ pages \_\_\_\_ to \_\_\_\_ being no \_\_\_\_\_ for the year \_\_\_\_\_, the Promoter and the Owner agreed to sell to the Purchaser (as allottee thereunder) and the Purchaser agreed to purchase from them **ALL THAT** the residential flat (the “**IDENTIFIED FLAT**”) as also one store room (“ **IDENTIFIED STORE ROOM**”) along with the permission to use covered/open/basement mechanical/covered basement car parking space(s) as permissible under the applicable law which is earmarked with the Identified Flat and the Identified Store Room to be considered and/or always to be considered as ‘limited common area’ within the meaning of the West Bengal Apartment Ownership Act 1972 (the “**PARKING SPACES**”) all of which (i.e. the Identified Flat, Identified Store

Room, the Car Parking Spaces) are, herein after, collectively (the "**SAID APARTMENT**") together with pro rata share (the "**SAID SHARE**") in the common areas as defined under clause (n) of section 2 of the Act (collectively the "**COMMON AREAS**") as also the right to use (along with other occupants and maintenance staff etc. of the Complex) the Common Areas (the "**RIGHTS**") more particularly described in **Part I, Part II, Part III, Part IV, Part V, Part VI** and **Part VII** respectively of the **THIRD SCHEDULE** hereunder written (collectively the "**SAID PROPERTY**").

- H. The Promoter has since completed the construction of the Complex including the Identified Flat, the Identified Store Room and the Parking Spaces as also the Common Areas (which includes the Said Share). The Promoter has also since obtained the completion certificate of the Complex from the competent authorities being no. \_\_\_\_\_ dated \_\_\_\_\_.
- I. The Purchaser has since paid the entire consideration of the Said Property to the Promoter and the Promoters have put the Purchaser in possession of the Identified Flat, the Identified Store Room as also of the Parking Spaces and the Promoters has now called upon the Purchaser herein to complete the transfer/conveyance of the Said Property which the Purchaser has agreed to complete by these presents.
- J. The Purchaser has made himself fully satisfied about the right, title and/or entitlement of the Owner to the Said Land, the Said Plan, the construction made by the Promoter, all background papers, the right of the Promoter to grant this conveyance and the extent of the rights being granted in favour of the Purchaser. The Purchaser hereby accepts the same and will not raise any objection with regard thereto.
- K. The Parties have gone through all the terms and conditions set out in this Deed and have understood the mutual rights and obligations detailed herein. In particular, the Purchaser has understood and has accepted the under mentioned scheme of the development of the Complex.

- a. **Development of Complex:-** The Promoter has developed the Complex on the Said Land in terms of the Said Plan.
- b. **Extent Of Rights:-** The rights of the Purchaser is limited to the ownership of the Identified Flat, the Identified Store Room, the Parking Spaces, the Said Share in the Common Areas and the Rights to use such Common Areas along with rights appurtenant and/or attributable thereto. The Purchaser agrees and accepts that the Purchaser has been made aware of the fact that the Common Areas of the Complex shall, in due course of time, be transferred to the association of the allottees/purchasers of Identified flats/units/constructed spaces of the Complex (the “**ASSOCIATION**”) as per the prevailing laws. The Purchaser hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary thereto.
- c. **Common Areas (comprised within the Complex) subject to change:** The Common Areas which are comprised within the Complex shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Owner’s Association/ Facility Management Entity for better use and enjoyment of the Common Areas without, however, affecting the rights of the Purchaser prejudicially and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in the Common Areas.
- d. **User Rights in Common Areas:-** Notwithstanding the Said Share of the Purchaser in the Common Areas and/or the transfer of the Common Areas to the Association under the prevailing law(s) the Purchaser shall have the right to use the Common Areas comprised within the Complex to the extent required for beneficial use and enjoyment of the said Identified Flat, the Identified Store Room and/or the Parking Spaces and the Purchaser hereby accepts the same and shall not, under any circumstances, raise any claim of ownership contrary thereto.

L. In pursuance of the aforesaid and by these presents the Said Property is being conveyed and/or transferred by the Promoters to the Purchaser.

**1. NOW THIS INDENTURE WITNESSETH THAT:**

In the premises aforesaid and in pursuance of the Sale Agreement and in consideration of the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only paid by the Purchaser to the Promoter at or before the execution hereof (the receipt whereof the Owner and the Promoter do hereby as also by the receipt and memo of consideration hereunder written admit and acknowledge and which sum includes the consideration to the Owner to the extent apportioned towards their proportionate share in the Said Land attributable to the Said Apartment and of and from the payment of the same and every part thereof the Promoter and each of them do hereby forever release discharge and acquit the Purchaser and the Said Property and its appurtenances) the Owner and the Promoter and each of them doth hereby sell and transfer unto and to the Purchaser their respective entitlements in **ALL THAT** the Identified Flat, the Identified Store Room, the right to use the Parking Spaces (collectively the "**SAID APARTMENT**"), the Said Share, the Common Areas and the Rights as per details given in **PART - I, PART - II, PART III, PART IV, PART V, PART VI** and **Part VII** respectively, of the **THIRD SCHEDULE** hereunder (herein before as also hereinafter, collectively, the "**SAID PROPERTY**") **TO HAVE AND TO HOLD** the Said Property unto the Purchaser absolutely and forever free from all encumbrances, whatsoever, together with all benefits and advantages, rights, liberties, easements, privileges, appendages, and appurtenances whatsoever belonging to the Said Property or in anywise appertaining thereto, or any part thereof, usually held, used, occupied, accepted, enjoyed, reputed or known as part or parcel thereof **AND** the reversion or reversions, remainder or remainders, and the rents, issues, and profits of the Said Property **AND** all the estate, rights, title, interest, property, claim and demand, whatsoever, of the Promoters into or upon the Said Property **SUBJECT TO** the observance and performance of the specific covenants, stipulations, restrictions and obligations mentioned hereafter, all of which shall be and be deemed always deemed to be covenants running with the land **AND SUBJECT ALSO TO** the Purchaser paying and discharging all



taxes, impositions etc. of the Said Property wholly and also common expenses of the Common Areas proportionately, **AND PROVIDED ALWAYS THAT** the Said Share, being the undivided proportionate indivisible share of the Purchaser in the Common Areas and the Rights being the right of user and enjoyment of the Common Areas thereof shall always be deemed to have been conveyed to the Purchaser by the Promoters with the said Identified Flat, the Identified Store Room and Parking Space (collectively the “**SAID APARTMENT**”) even though the same, be not expressly mentioned in any further conveyance and/or instrument of transfer.

## **2. PURCHASER’S COVENANTS:**

The Purchaser doth hereby, agree, accept and covenant with the Promoter that the Purchaser:

- a) **Inspection of Plan/Fixtures/Fittings:** has, inter alia, inspected and verified all the documents as also the Said Plan of the Complex and/or the said Identified Flat, the Identified Store Room and the Parking Space and is satisfied in respect thereof and/or the construction of the Complex and the condition and description of all fixtures and fittings installed and/or provided therein and also to the nature, scope and extent of benefit or interest of the Purchaser in the Complex and/or in the Common Areas.
- b) **User:** shall use the said Identified Flat and the Identified Store Room for residential purposes and for no other purpose whatsoever. The service areas located within the Complex, shall be always deemed to have been earmarked for purposes such as the parking spaces and services including but not limited to electric meter room , underground water tanks, maintenance and service rooms, etc. and other permitted uses as per the Said Plan and/or the revised plans as mentioned herein and that the Purchaser shall not be permitted to use the service areas in any other manner whatsoever, other than those so earmarked for specified purposes, and all such spaces shall be reserved for use by the the Association and/or the Facility Management Entity, as the case maybe, for rendering maintenance services and/or use for specified purposes;

- c) **Use of Common Areas:** shall, along with other purchasers/ occupants of other apartments/units in the Complex be entitled to use and enjoy only such of the Common Areas which would be earmarked and/or designated for common use by the Promoters and/or as so permitted under the Act, **together with** the rights, advantages and privileges appurtenant thereto including the right to use any one of the 2 (two) numbers of common store toilets situated near the Identified Store Room together also with the right to use the common passage immediately abutting the said Identified Store Room to be used in common by and with only such of the flat allottees who have been allotted apartments on the same floor of the building of the Complex
- d) **Payment of Rates and Taxes:** pay, (on and from the “Deemed Date of Possession” of the said Identified Flat, the Identified Store Room and the Parking Spaces as mentioned in the Notice of Possession , i.e. the date as may be so decided by the Promoters and notified as such to all the allottees/purchasers including the Purchaser herein) all Property taxes, charges, levies and impositions payable as owner or the occupier of the said Identified Flat, the Identified Store Room and the Parking Spaces as may be payable by the Purchaser and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer. It is clarified here that the Purchaser has understood that it is the Purchaser’s obligation to have the said Identified Flat and the Identified Store Room and the Parking Spaces assessed by the competent authority. However till such assessment is made the Purchaser covenants to reimburse to the Promoter and/or the Association and/or the Facility Management Entity, as the case maybe, the Purchaser’s proportionate tax paid by the Promoter and/or the Association and/or the Facility Management Body, as the case maybe, from the “Deemed Date of Possession”. In this regard, the Purchaser specifically agrees to be under obligation to pay to the Promoter or the Association and/or the Facility Management Entity, as the case may be, within 15 (fifteen) days of demand by the Promoter or the Association and/or the Facility Management Entity, as the case maybe, the Purchaser’s share of security deposit demanded by the concerned local authority or government for giving supply of water, electricity or any other service connection to the

building in which the said Identified Flat and the Identified Store Room are situated;

- e) **Colour Scheme/Modifications:** shall not change/modify or alter the external façade (on all sides) of the said Identified Flat and the Identified Store Room in any manner whatsoever and/or not to change/modify or alter the colour scheme of all areas/ surfaces of the said Identified Flat and the Identified Store Room which are part of the exterior elevation and/or part of the exterior colour scheme of the Complex.
- f) **Good Order and Condition:** shall keep the interiors of the said Identified Flat and the Identified Store Room and the amenities and conveniences therein in good order and condition, normal wear and tear excepted and shall not do or caused to be done anything in or to the building, or the said Identified Flat, or the Identified Store Room or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any Applicable Laws or change or alter or make additions to the said Identified Flat and the Identified Store Room and shall keep the said Identified Flat as also the Identified Store Room, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belongings thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Complex is not in any way damaged or jeopardized; If the Purchaser executes interior work after execution of this deed, the Purchaser shall cause the said interior work to be done between reasonable hours on working days without causing any annoyance, damage, nuisance and/or disturbance to the other co-buyers and/or co-occupiers of the Complex or common areas and shall follow the rules framed by the Association/ Facility Management entity.
- g) **Necessary Repairs and Maintenance:** shall carry out the necessary internal repairs and incur all expenses, at its own, for the upkeep and maintenance of the said Identified Flat and the Identified Store Room between reasonable hours on working days without causing any annoyance, nuisance and/or

disturbance to the other co-buyers and/or co-occupiers of the Complex;

- h) **Observance of Laws:** shall observe all laws, rules and/or regulations and further ensure that under no circumstances, the Promoters are held responsible or liable for any liability, whatsoever, for the same. The Purchaser shall abide by and observe at all times the regulations framed by the Promoter and/or the Association and/or the Facility Management Entity, as the case may be, from time to time for peaceful use and enjoyment and maintenance and management of the said Identified Flat and/or the Identified Store Room and/or the Complex and shall also abide by the Applicable Laws;
- i) **Intimation About Tenant:** shall inform the Promoter or the Association and/or the Facility Management Entity, as the case may be, about the particulars including address, email-id and telephone number of the tenants/transferee etc. if the Purchaser lets out or sells the said Identified Flat along with the Identified Store Room;
- j) **Air Conditioning / Outdoor AC Unit / Split Air Conditioner:** shall not put up any outdoor AC unit / split unit, as the case maybe. The Purchaser shall not install any window air-conditioning units anywhere in the said Identified Flat and Identified Store Room as a centralized VRV unit is being provided for the said Identified Flat and shall not install air-conditioners except in designated areas as approved by the Promoter.
- k) **Cooperation with other co-buyers or co-occupiers:** shall cooperate with the other co-buyers and co-occupiers of the Complex, the Promoters and/or the Association, and/or the Facility Management Entity, as the case maybe, in the management and maintenance of the said Identified Flat and the Complex and shall abide by the directions and decisions of the Promoters and/or the Association and/or the Facility Management Entity, as the case maybe, as may be made from time to time in the best interest and peaceful use and enjoyment and maintenance and management of the said Identified Flat and/or the Identified Store Room and/or the Complex;

- l) **Damages/contribution for common installations:** shall pay to the Promoter or the Association, and/or the Facility Management Body, as the case maybe, damages and/or compensation for damage or destruction to any common fixtures and fittings, utilities and/or equipment of the Complex, that has been caused by the negligence and/or wilful act of the Purchaser and/or any occupier of the said Identified Flat and/or the Identified Store Room and/or family members, guests or servants of the Purchaser or such other occupiers of the apartment/flats;
- m) **Signing of Documents:** shall sign and execute such papers and documents, and do all such acts, deeds, and things as may be necessary from time to time for safeguarding the mutual interests of the Promoters and other co-buyers and/or co-occupiers of the Complex
- n) **Drawing of Electrical Wires and Cables:** shall draw the electric lines/wires, television cables, broadband data cables and telephone cables to the said Identified Flat and/or the Identified Store Room only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoters or to the other co-buyers and/or co-occupiers of the Complex. The main electric meter shall be installed only at the common meter space in the Complex. 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 Complex, the Said Land and outside walls of the building save and except in the manner indicated by the Promoter or the Association and/or the Facility Management Body, as the case maybe;
- o) **Neon signs, hoardings etc.:** shall not object to the Promoter or the Association and/or the Facility Management Body, as the case maybe, putting up any neon sign, hoardings and other display materials on any part or portion of the Common Areas.
- p) **Domestic Help(s)/Driver(s)/Pet(s):** shall remain fully responsible for any domestic help(s) or driver(s), maid(s) etc. employed by the Purchaser and any pets kept by the Purchaser; The Purchaser shall ensure that the domestic help(s)/service provider(s) visiting the said Identified Flat and/or the Identified Store Room and/or employed by the Purchaser shall use only

the common toilet(s) allotted for the particular Identified Store Room and while so using, keep the common toilets clean and dry.

- q) **Use of Swimming Pool:** shall use the Swimming Pool within the Complex only as a facility for enjoyment of the owners of residential apartments (including the Purchaser) of the Complex and will use the same as per the Rules and Regulations framed from time to time subject to payment of usage charges as so applicable.
- r) **Cable / Telecom / Broad-Band etc.:** shall avail the connectivity of cable, telecom/ broadband/ other similar telecom and IT facilities to the Complex as maybe so provided by the Promoter and shall be at liberty to avail the same and for the purpose may enter into agreement / contract (on such terms and conditions and for such period as the Promoter shall so decide) with the service providers operating within the Complex for providing these services and/or for the purpose for putting up installations to provide such services in certain specified spaces (both open or covered or both) earmarked/ demarcated by the Promoter within the Complex and which would be declared to be common facilities by the Promoter. These contracts/ agreements, if any, entered into by the Promoter shall be continued for the period of validity of these contracts/agreements by the Association, who will take over the maintenance and management of Common Areas and thereafter, it may be renewed on terms and conditions as may be decided by the Association. The Purchaser (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the building of the Complex or any window antenna, excepting that the Purchaser shall be entitled to avail the cable connection facilities of the designated providers to all the flat/units.

**3. The Purchaser (after taking possession of the said Identified Flat and the Identified Store Room) shall not:**

- a) **Repair:** ask the Promoter to undertake any repair or rectification work in the said Identified Flat and/or the Identified Store Room nor the Purchaser shall refuse or

neglect to carry out any work after the Purchaser had taken possession thereof, directed by a competent authority or by the Facility Management Body and/or the Association, as the case maybe, to be executed in the portion of the building specifically attributable and/or relevant to the said Identified Flat and/or the Identified Store Room, and shall not require or hold the Promoters liable for execution of such works;

- b) **Complaint:** raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the said Identified Flat and/or the Identified Store Room and/or the amenities, utilities and/or facilities provided in the said Identified Flat and/or the Identified Store Room and/or the Parking Spaces and/or in the Complex after the execution of these presents.
- c) **Nuisance:** do, allow or cause to be done anything within or in the vicinity of the said Identified Flat and/or the Identified Store Room and/or the Parking Spaces, which may cause nuisance or annoyance to others. The Purchaser shall not make or permit any disturbing noises in the said Identified Flat and/or the Identified Store Room by the Purchaser himself, his family, his invitees or servants, or do or permit anything to be done by such persons that will interfere with the rights, comforts and convenience of the other co-buyers and/or co-occupiers of the Complex;
- d) **Storage of Hazardous Goods:** store or bring or allow to be stored and brought in the said Identified Flat and/or the Identified Store Room and/or the Parking Spaces any goods of hazardous or combustible nature or any heavy material that may affect or endanger the structural stability of the said Identified Flat and/or the Identified Room or install and operate any machine or equipment save usual home appliances and shall take care while carrying heavy packages, which may damage or likely to likely to damage the staircases, common passages or any other structure of the building, including entrances of the Complex and in case any damage is caused to the building and/or the said Identified Flat and/or the Identified Room and/or the Parking Space on

account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for making good the said damages.

- e) **Illegal or Immoral Use:** use or permit the user of, any portion of the said Identified Flat and/or the Identified Store Room, for any illegal or immoral activities.
- f) **Cleanliness:** not accumulate or throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown in or about the said Identified Flat and/or the Identified Store Room and/or the Parking Spaces or any portion of the Said Land and the building in which the said Identified Flat and the Identified Store Room is situated, other than in the area earmarked for the such purpose;
- g) **Hindrances:** obstruct and/or block and/or keep any goods or other items in the corridors causing hindrance in any manner in the free movement in the corridors ,any pathways, driveways, passages, side-walks, lobbies and other places of common use in the Complex in any manner;
- h) **Obstruction or Build:** do any act, deed or thing whereby the rights of occupiers of other Identified flat owners in the Complex is unreasonably interfered or obstructed and shall do all acts, deed and things for the purpose of maintaining decency of the said Identified Flat and/or the Identified Room. The Purchaser shall not build, erect or put upon the Common Areas any item of any nature whatsoever; The Purchaser shall not obstruct and/or block any pathways, driveways, passages, side-walks, lobbies and/or common areas of the Complex in any manner;
- i) **Put up Letter box/signage:** not put up any name writing, letter box, drawing sign board plate neo-sign board or placard of any kind on any window on the exterior of the said Identified Flat and/or the Identified Room or on the outside wall of the Complex so as to be visible from outside the said Identified Flat and/or the Identified Room. Save at the place as be approved or provided by the Promoter, nothing contained herein shall, however, prevent the Purchaser to put



a decent name plate on the outer-face of the main door of the said Identified Flat.

- j) **Object to the installations:** not object to the erection, and maintenance of communication towers or other installations for mobile telephones, VSAT, Dish and/or other antennas etc. on the roof of the Complex, which may be allowed to be put up to ensure better connectivity and/or better network within the Complex and/or to augment the financial resources of the Association without the Purchaser being required to pay any charges for the same to anyone.
- k) **Remove Walls / Partition etc.:** remove any wall, including the outer and load bearing wall of the said Identified Flat and/or the Identified Room; In this regard the Purchaser shall not demolish or cause to be demolished the said Identified Flat and/or the Identified Room or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Identified Flat or any part thereof, nor make any alteration in the elevation of the building in which the said Identified Flat and/or the Identified Room is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, parris or other structural members in the said Identified Flat and/or the Identified Room without the prior written permission of the Promoter and/or the Association and/or the Facility Management Body, as the case maybe. In this regard, the Purchaser further covenants that the Purchaser shall not sub-divide the said Identified Flat and/or the Identified Room and/or any part or portion thereof; The Purchaser shall not close or permit the closing of verandahs, exclusive terrace, if any or lounges or balconies or lobbies and common parts or portions; even with collapsible gate/grill. The Purchaser shall not do or permit to be done any new window, doorways, path, passage, drain or other encroachment or easement to be made in the said Identified Flat and/or the Identified Room; The Purchaser shall not shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the building in any manner whatsoever;

- l) **Trademark of the Promoter:** use the name/mark of the in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the said Identified Flat and/or the Identified Room and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter;
- m) **Insurance:** not do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the building of the Complex or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- n) **Installation of Grills etc.:** not install grills/collapsible gate , the design of which has not been suggested and/or approved by the Promoter or the Association and/or the Facility Management Body, as the case maybe, or in any other manner do any other act which would affect or detract from the uniformity and aesthetics harmony, beauty of the exterior or surroundings of the building comprised within the Complex;
- o) **Use of Parking Space:** not keep in the Parking Space, anything other than one medium sized car (for each parking space so allotted) or two-wheeler or use the said Parking Space and not for any purpose other than parking of such cars or two wheelers or raise any “kucha” or “pacca” construction, grilled wall/collapsible gate /enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein;
- p) **Parking in Common Areas:** not park or allow its vehicle to be parked in the pathway or open spaces in the Complex or any part or portion thereof, save and except the parking space allotted to the Purchaser or any other place specifically demarcated for the parking of the vehicles of visitors to the Complex, if there be any.

#### **4. PROMOTER'S COVENANTS:**

- a. The Promoters doth hereby profess that the title transferred to the Purchaser in the said Identified Flat and/or the Identified Store Room subsists and that the Promoters has good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser the title hereby conveyed to the Purchaser.
- b. The Promoters doth hereby covenant with the Purchaser that the Promoters in future, shall, at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title of the Purchaser to the Said Property if so required.
- c. The Promoters, unless prevented by fire, or some other irresistible force, shall, upon reasonable request and at the cost of the Purchaser cause to be produced to the Purchaser the attorneys of the Purchaser or agent, as the case may be, for inspection the title deeds in connection with the Said Land in its custody and shall give photocopies thereof at the costs and expenses of the Purchaser and in due course of time, handover all such title deeds to the Association.

**5. THE OWNER'S COVENANTS:**

- a. notwithstanding any act, deed matter or thing whatsoever done, executed or knowingly suffered to the contrary by the Owner, the Owner is well and sufficiently entitled to the Said Premises;
- b. the right and/or permission, as the case may be, professed to be granted hereunder subsists, and the Owner has not at any time done, executed or performed any act, deed or thing save those stipulated herein;
- c. there are no litigations pending before any court of law with respect to the Said Premises as per the actual knowledge of the Owner;

- d. subject to the observance, performance and compliance by the Owner and the Association of each of the terms, conditions, stipulations, undertakings, restrictions, obligations etc. stipulated herein, each being covenants running with the land and the Said Property , and upon/subject to the Owner making timely payment of *inter alia* each of the charges, expenses etc. herein reserved and further subject to the Purchaser paying and discharging all the rates, taxes and impositions in respect of the Said Property , it shall be lawful for the owner and the Association peaceably and quietly hold, use and enjoy the specific rights and interest granted in their respective favour under these presents, in the manner stated herein and to respectively receive the rents, issues and profits therefrom and every part thereof without any hindrance, eviction, interruption, disturbance, claim or demand whatsoever from, of or by the Owner or any person claiming through, under or in trust for the Owner;

## **6. MUTUAL COVENANTS:**

### **AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-**

- a. **Transfer/conveyance of Common Area:** The Purchaser has been categorically made aware by the Promoters that the extent of the Common Areas and/or the rights appurtenant thereto being conveyed/transferred to the Purchaser is being transferred as per the law prevailing on the date of execution and registration of this conveyance. The Purchaser has also been categorically made aware by the Promoters that at any time after the execution and registration of this conveyance, and in terms of the law(s) (especially, the said Act read with the said Rules as is applicable in the state of West Bengal) the Promoters would be under obligation, inter alia, to transfer the Common Areas to the Association, when formed, then, and in such event, the Purchaser, hereby, unconditionally and unequivocally agree and confirm that the Purchaser shall, if so required by the Promoters and by the registering authority and

upon receiving a request thereto from the Promoters sign such deed of conveyance and/or give unconditional and unequivocal consent for such transfer of Common Areas to the Association and the Purchaser also agrees and confirms that such consent shall be and shall always be deemed to have been granted by the Purchaser to the Promoters. The Purchaser further unconditionally confirms to bear the proportionate cost towards stamp duty and registration if so required at the time of such transfer. In case the Purchaser refuses to or delays in getting such transfer done within the time required by the Promoters or the Act or Rules or Regulations or any other laws applicable from time to time, then the Promoters shall as the constituted attorney of the Purchaser be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto. This obligation of the Purchaser, as aforesaid, shall be an essential covenant to be unconditionally complied with by the Purchaser and be deemed to be a covenant running with the land till it is complied with and/or be deemed to have been complied with by the Purchaser.

- b. **Maintenance of Common Area:** Till the formation of Association and if so decided by the Promoter, the Promoter may form, as an interim measure, a maintenance body with such name as may be so decided by the Promoter (the “**Facility Management Entity**”). The management and administration of the Common Area comprised within the Complex shall then be under the control of the Facility Management Entity till such time that the Association under the West Bengal Apartment Ownership Act 1972 and/or the rules made thereunder is formed. The initial board of directors of such Facility Management Entity, if so formed, shall comprise of seven persons, all being the nominees of the Promoter.

Pending the formation of the Association and in case the flat owners of the Complex insist on taking over the maintenance and management of the Complex through atleast more than

fifty percent of the flat owners elected/selected from amongst all the flat owners then, and in such event, the Promoter shall, (in case the Promoter has already constituted the Facility Management Entity as stated in 5.2 above) insist upon the flat owners to take over such body from the Promoter for which the seven nominated members of the Promoter in the said body shall resign and seven of the flat/unit owner's nominee as selected/elected by the flat owners from amongst themselves will replace the seven nominees of the Promoter and will constitute the board of directors of the Facility Management Body. In case, however, no such maintenance body is constituted by the Promoter then, and in such event, the Promoter shall hand over the maintenance and management of the Complex to whatever maintenance body the flat owners will then constitute and such maintenance body, (whether it is the Facility Management Body or the body constituted by the flat owners) will then (till the formation of the Association) manage and maintain the Complex as the Facility Management Body in the manner so decided by the flat owners.

The Promoter agrees that after completion of the Complex and within such time frame as prescribed in the Apartment Ownership Act the Promoter shall take necessary steps for formation of the Association. The Purchaser shall be liable to comply with the formalities of becoming members of the Association and also to comply with the Rules and Bye-laws of the Association. For this purpose, the Purchaser will execute a power of attorney in favour of the Promoter and/or its nominee for signing the "Declaration" as provided under the West Bengal Apartment Ownership Act, 1972 and/or Rules thereof and in order to enable the Promoter to take up and complete all formalities required for formation of the Association and also for the Purchaser to become a member of the said Association.

Within 3 (three) months of from the date of formation of the Association the Promoter shall, (if the maintenance and management of the Complex has not been taken over by the

flat owners from the Promoter) handover the maintenance and management of the Common Areas of the Complex to the Association so formed and in case of the Facility Management Entity having already taken over the maintenance and management of the Complex then, and in such event, such maintenance body will be liquidated in due process but pending such liquidation the Association shall take over the control, management and administration of all Common Areas within the Complex. The Deposits Sinking Fund/ Maintenance Deposit etc. paid/deposited by the Purchaser to the Promoter shall also be transferred by the Promoter to the said Association after adjustment of all dues of the Purchaser. The rules, regulations and/or bye laws of the said Association shall not be inconsistent with or contrary or repugnant to the rights and entitlements of the Promoter, hereunder reserved.

- c. **Apportionment of Maintenance Expenses:** The mode and manner of apportionment of maintenance expenses of the Common Areas amongst the co-owners (including the Purchaser) will be decided by the Promoter so long as the Promoter maintains the Complex and/or by the Facility Management Entity, if such body is in charge of the maintenance of the Complex and/or the maintenance body formed by the flat owners, as the case may be. Such apportionment of maintenance expenses shall be final and binding on the Purchaser as well as on other co-owners. The payment of the maintenance expenses of the Common Areas within the Complex, wholly or partly, as the case may be, shall be made to the Promoter or to the Facility Management Entity or to the body formed by the flat owners or to the Association when formed. On and from the Possession Date the payment of the maintenance expenses of the Common Areas of the Complex, shall be a precondition for the Purchaser to avail the benefits of user thereof and in case of non-payment of such expenses, all maintenance services to the Purchaser can be withheld by the maintenance body of the Complex for the time being and such maintenance body shall also be entitled to discontinue the services for the period of non-payment of such expenses by the Purchaser.

The Purchaser's proportionate share in all matters concerning the said Identified Flat and the Identified Store Room and the car parking spaces and/ or collectively the Said Apartment, as the case maybe, shall be the proportion which the carpet area of the said Identified Flat and the Identified Store Room bear to the carpet area of all the apartments/units/flats/store rooms of the Complex. It is clarified that while determining the proportionate share of the Purchaser to the various matters, the decision of the Promoter or the Association and/or the Facility Management Entity, as the case maybe, shall be binding on the Purchaser.

d. **Name of the Complex:** The Complex shall bear the name “**Viraya**”.

e. **Binding Effect:** This Indenture and the Agreement For Sale executed heretofore contains the entire agreement of the Parties and no oral representation or statement shall be considered valid or binding upon either of the Parties nor shall any provision of this indenture be terminated or waived except by written consent by all the Parties. In case of any inconsistency or contradiction between, the Agreement For Sale between the Parties and this Indenture, the terms and conditions of this Indenture shall prevail. The Purchaser acknowledges upon signing of this indenture that no agreements, conditions, stipulations, representations, guarantees or warranties have been made by the Promoters or its agents, servants or employees other than what is specifically set forth herein and/or in the agreement between the Parties.

**7. Agreed Rules of Interpretation:** The following are the agreed rules of interpretation of this Indenture;

(i) Words importing singular number, shall wherever applicable, include plural number.



(ii) Words importing Masculine Gender shall, wherever applicable, include Feminine Gender and/or neuter Gender.

(iii) Reference to any clause shall mean such clause of this deed and include any sub clause thereof. Reference to any schedule shall mean such schedule to this deed and includes any parts of such Schedule.

(iv) Headings, Clause Titles, Capitalized expressions and bold expressions are given for convenience purposes only.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(SAID LAND)**

**ALL THAT** piece and parcel of '**Bastu**' land containing an area of 3 (three) Bighas 10(ten) Cottahs 10(ten) Chittacks 36(thirty six) square feet, more or less, situate, lying at and being premises no 52D, Bondel Road, Police Station: Karaya, Post Office: Ballygunge, Kolkata 700019 within the jurisdiction of ward no. 65 of Kolkata Municipal Corporation, **together with** tin shed structures standing thereon measuring 9000 sq ft, more or less, as delineated in the map annexed hereto marked **ANNEXURE A** and bordered **RED** thereon and butted and bounded in the manner as following:-

**ON THE NORTH :** By the Land of Deys Chemicals at Premises No. 8 Rifle Range Road Kolkata - 700019

**ON THE SOUTH:** By the 60 Feet Wide K.M.C. Bondel Road

**ON THE EAST:** By; the Land of K.M.C . 4 Feet Common Passage and Bharat Battery

**ON THE WEST:** By the Partly Land at Premises Nos 52B ,47B and 38H and 38D Bondel Road, Kolkata -700019;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Devolution of Title)**

1. One Madan Mohan Paul was the sole and absolute owner of (i) land measuring about 3 (three) bighas 10 (ten) cottahs 11.5 (eleven point five) chittacks, comprised in Holding No. 380 being Municipal Premises No.38, Bondel Road, Kolkata-700019 (hereinafter known as “**38, Bondel Road**”) and (ii) land measuring about 15 (fifteen) cottahs 2 (two) chittacks, comprised in Holding Nos. 360 and 361 being Municipal Premises No. 52, Bondel Road, Kolkata-700019 (hereinafter known as “**52, Bondel Road**”).
2. During his lifetime, Madan Mohan Paul, made and published his last Will dated January 24, 1928 in respect of his all properties including 38, Bondel Road and 52, Bondel Road and appointed his two sons namely, Hari Priya Paul (hereinafter referred to as “**Hari**”) and Kiran Hari Paul (hereinafter referred to as “**Kiran**”) as executors of his Will.
3. On the demise of Madan Mohan Paul, on July 30, 1929, his Will was duly proved by the Court of District Delegate, Alipore in Probate Case No.142 of 1929. As per Madan Mohan Paul’s Will, the properties including 38, Bondel Road and 52, Bondel Road bequeath upon, his sons Hari, Durlav Hari Paul ((hereinafter referred to as “**Durlav**”), Kiran, Lalit Hari Paul (hereinafter referred to as “**Lalit**”), Nani Gopal Paul, Phani Gopal Paul, and 2 (two) grandsons Jitendra Nath Paul (hereinafter referred to as “**Jitendra**”) and Nanda Lal Pal (hereinafter referred to as “**Nanda**”) (both son of Madan Mohan Paul’s deceased son Nitya Gopal Paul). Each of the sons of Madan Mohan Paul became the owner of undivided 1/7<sup>th</sup> (one seventh) share of the land parcels contained in 38, Bondel Road and 52, Bondel Road, while each of his two grandsons Jitendra and Nanda became the owner of

1/14<sup>th</sup> (one fourteenth) share of the land parcels contained in 38, Bondel Road and 52, Bondel Road.

4. Upon the demise of Kiran, on July 16, 1935, his only son Bhairab Chandra Paul (hereinafter referred to as "**Bhairab**") by way of intestate succession, inherited the undivided 1/7<sup>th</sup> (one seventh) share of the land parcels contained in 38, Bondel Road and 52, Bondel Road.
5. Hari, Durlav, Bhairab, Lalit, NaniGopal Paul, Phani Gopal Paul, Jitendra and Nanda partitioned their joint properties including in 38, Bondel Road and 52, Bondel Road by metes and bounds through a deed of partition dated March 20, 1938, registered at the office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 16, Pages 250 to 288, Being Deed No. 784 for the year 1938 (hereinafter referred to as "**Said Partition**").
6. Through the Said Partition, Durlav was exclusively allotted (i) land measuring about 3 (three) cottahs 8 (eight) chittacks and 11 (eleven) square feet, being a demarcated portion of 38, Bondel Road together with all right, title and interest in the structures standing thereon together with common passage, easements and appurtenances therein. After mutation of his name in the records of the Calcutta Municipal Corporation, the above land was numbered as 38G, Bondel Road (hereinafter referred to as the "**First Premises**") (ii) land measuring about 8 (eight) cottahs 4 (four) chittacks and 15 (fifteen) square feet, being a demarcated portion of 52, Bondel Road together with all right title and interest in the structures standing thereon together with common passage, easements and appurtenances therein. After mutation of his name in the records of the Calcutta Municipal Corporation, the above land was numbered

as 52E, Bondel Road (hereinafter referred to as the “**Second Premises**”).

7. Upon the demise of Durlav on February 21, 1959, his widow Gouri Bala Paul, 5 (five) sons namely, Basanta Kumar Paul (hereinafter referred to as “**Basanta**”), Sailendra Nath Paul, Pramatha Kumar Paul (hereinafter referred to as “**Pramatha**”), Prasanta Kumar Paul (hereinafter referred to as “**Prasanta**”) and Prafulla Kumar Paul and 4 (four) daughters namely, Raila Bala Paul (hereinafter referred to as “**Raila**”), Bharati Bala Paul (hereinafter referred to as “**Bharati**”) and Kamala Bala Paul (hereinafter referred to as “**Kamala**”) and Bimala Bala Paul (hereinafter referred to as “**Bimala**”), jointly inherited the entire First Premises and Second Premises as per the Hindu Succession Act, 1956, with each having an undivided 1/10<sup>th</sup> (one tenth) share and/or interest in the First Premises and the Second Premises.
8. Upon the demise of Gouri Bala Paul on April 7, 1983, her 5 (five) sons Basanta, Sailendra Nath Paul, Pramatha, Prasanta and Prafulla and 4 (four) daughters namely, Raila, Bharati, Kamala and Bimala jointly inherited the undivided 1/10<sup>th</sup> (one tenth) share of Gouri Bala Paul in the First Premises and the Second Premises as per the Hindu Succession Act. Thus, they became the joint and absolute owners of the entire First Premises and the entire Second Premises each having an undivided 1/9<sup>th</sup> (one ninth) share and/or interest in both the First Premises and the Second Premises.
9. Sailendra Nath Paul sold his undivided 1/9<sup>th</sup> (one ninth) share in the First Premises to the Owner, *vide* sale deed dated December 18, 2009 registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, CD

Volume No.15, Pages 3265 to 3279, Being Deed No. 03279 for the year 2009, and his undivided 1/9<sup>th</sup> (one ninth) share in the Second Premises to the Owner *vide* sale deed dated July 10, 2013 registered at the office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, CD Volume No. 14, Pages 4358 to 4381, Being Deed No. 07374 for the year 2013 in consideration of 2 (two) Flats, each having a Super Built-up Area of 550 Sq. Ft. in the name of Santi Pal and Samar Kumar Pal and 1 (one) Flat having a Super Built-up Area of 400 Sq. Ft. more or less in the name of Anjusree Pal and Rs.1,00,000/- (Rupees One Lac Only) by cash.

10. After that, said Anjusree Pal, released the rights and claim over the Flat having a Super Built-up Area of 400 Sq. Ft. more or less to the Owner *vide* Deed of Release dated November 14, 2022 registered at the office of the Additional Registrar of Assurance-IV, Kolkata, recorded in Book No. I, CD Volume No. 1904-2022, Pages 1084941 to 1084966, Being Deed No.190418369 for the year 2022 for the consideration mentioned therein.
11. Further that, said Santi Pal and Samar Kumar Pal, released the rights and claim over the 2 (two) Flats, each having a Super Built-up Area of 550 Sq. Ft. more or less to the Owner *vide* Deed of Release dated December, 26<sup>th</sup>, 2022 registered at the office of the Additional Registrar of Assurance-IV, Kolkata, recorded in Book No. I, CD Volume No. 1904-2023, Pages 4364 to 4389, Being Deed No. 190420862 for the year 2022 for the consideration mentioned therein.
12. Prafulla Kumar Paul, Prasanta, Bharati, Kamala Bala Paul and Bimala Bala Paul, jointly sold their 5/9<sup>th</sup> (five ninth) share in the First Premises to the Owner *vide* sale deed dated June 17,

1996 registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 20, Pages 119 to 132, Being Deed No. 678 for the year 1996.

13. Bimala Bala Paul sold her undivided  $1/9^{\text{th}}$  (one ninth) share in the Second Premises to the Owner *vide* sale deed dated May 2, 2005 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 8, Pages 4048 to 4063, Being Deed No. 3153 for the year 2006.
14. Prafulla Kumar Paul sold his undivided  $1/9^{\text{th}}$  (one ninth) share in the Second Premises to the Owner *vide* sale deed dated March 18, 2005 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 8, Pages 3837 to 3852, Being Deed No. 3147 for the year 2006.
15. Kamala Bala Paul sold her undivided  $1/9^{\text{th}}$  (one ninth) share in the Second Premises to the Owner *vide* sale deed dated April 25, 2005 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 8, Pages 3748 to 3763, Being Deed No. 3144 for the year 2006.
16. Upon the demise of Prasanta, his wife, Suvarna Paul, son Baidyanath Paul and one married daughter, Aparna Seal, jointly inherited the undivided  $1/9^{\text{th}}$  (one ninth) share of late Prasanta in the Second Premises. After the death of Suvarna Paul, her undivided  $1/9^{\text{th}}$  (one ninth) share in the property of her husband late Prasanta devolved upon her son Baidyanath Paul and one married daughter, Aparna Seal. Thus, Baidyanath Paul and Aparna Seal became the joint and absolute owners of the undivided  $1/9^{\text{th}}$  (one ninth) share of Late Prasanta in the Second Premises.

17. Baidyanath Paul and Aparna Seal sold their undivided  $1/9^{\text{th}}$  (one ninth) share in the Second Premises to the Owner *vide* sale deed dated August 14, 2014 registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, CD Volume No. 6, Pages 7022 to 7043, Being Deed No. 02692 for the year 2014.
18. Upon the demise of Pramatha on October 28, 2011, his wife, Shankari Paul, 3 (three) sons namely, Subir Kumar Pal, Samir Kumar Pal and Rabi Shankar Paul, and 1 (one) daughter Shilpi Paul jointly inherited the undivided  $1/9^{\text{th}}$  (one ninth) share of Pramatha in the First Premises and Second Premises. Thus, Shankari Paul, Subir Kumar Pal, Samir Kumar Pal, Rabi Shankar Paul and Shilpi Paul each became the owner of an undivided  $1/45^{\text{th}}$  (one forty fifth) share in the First Premises and Second Premises.
19. Shilpi Paul sold her undivided  $1/45^{\text{th}}$  (one forty fifth) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 21, 2016 registered at the office of the District Sub Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 136381 to 136410, Being Deed No. 160304558 for the year 2016.
20. Shankari Paul sold her undivided  $1/45^{\text{th}}$  (one forty fifth) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 21, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 136345 to 136380, Being Deed No. 160304557 for the year 2016.
21. Rabi Shankar Paul sold his undivided  $1/45^{\text{th}}$  (one forty fifth) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 21, 2016 registered at the office

- of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 136315 to 136344, Being Deed No. 160304556 for the year 2016.
22. Subir Kumar Paul sold his undivided  $1/45^{\text{th}}$  (one forty fifth) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 21, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 136285 to 136314, Being Deed No. 160304555 for the year 2016.
23. Samir Kumar Paul sold his undivided  $1/45^{\text{th}}$  (one forty fifth) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 21, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 141279 to 141308, Being Deed No. 160304554 for the year 2016.
24. Upon the demise of Bharati on April 16, 2005, his 5 (five) sons namely, Milan Paul, Bimal Paul, Nirmal Paul, Parimal Paul, Netai Paul and 2 (two) daughters namely Sabita Paul and Anita Paul (Kundu) jointly inherited the undivided  $1/9^{\text{th}}$  (one ninth) share of Bharati in the Second Premises as per the provisions of the Hindu Succession Act, 1956.
25. Milan Paul, Bimal Paul, Nirmal Paul, Parimal Paul, Netai Paul, Sabita Paul and Anita Paul (Kundu) sold their inherited  $1/9^{\text{th}}$  (one ninth) share in the Second Premises to the Owner *vide* sale deed dated May 2, 2005, registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 8, Pages 3906 to 3923, Being Deed No. 3154 for the year 2006.
26. Upon the demise of Raila, her daughter Surathi Bala Paul @ Surati inherited the entire undivided  $1/9^{\text{th}}$  (one ninth) share of



Raila in the First Premises and the Second Premises as per the Hindu Succession Act. Surati sold her undivided  $1/9^{\text{th}}$  (one ninth) share in the First Premises to the Owner *vide* sale deed dated April 24, 1997, registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, CD Volume No. 12, Pages 4186 to 4197, Being Deed No. 02646 for the year 2009. Surati further sold her undivided  $1/9^{\text{th}}$  (one ninth) share in the Second Premises to the Owner *vide* sale deed dated September 19, 2009 registered at the office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, CD Volume No. 24, Pages 7803 to 7818, Being Deed No. 10694 for the year 2009.

27. Upon the demise of Basanta on February 29, 2000, his widow Binapani Paul, 5 (five) sons namely, Biman Kumar Paul, Swapan Pal, Bholanath Pal, Bhakta Pal and Dhruba Pal and 3 (three) daughters namely, Gitali Pal, Mitali Paul and Manjushree Paul jointly inherited the undivided  $1/9^{\text{th}}$  (one ninth) share of Basanta in the First Premises and Second Premises, with each having an undivided  $1/81^{\text{th}}$  (one by eighty one) share in the First Premises and Second Premises.
28. Upon the demise of Binapani Paul on May 16, 2004, her 5 (five) sons namely, Biman Kumar Paul, Swapan Pal, Bholanath Pal, Bhakta Pal and Dhruba Pal and 3 (three) daughters namely, Gitali Pal, Mitali Paul and Manjushree Paul, by way of intestate succession, jointly inherited her undivided  $1/81^{\text{th}}$  (one by eighty one) share in the First Premises and Second Premises, thus becoming the joint owners of the undivided  $1/9^{\text{th}}$  (one ninth) share of Basanta in the First Premises and Second Premises, with each having share of  $1/72^{\text{th}}$  (one by seventy two) therein.

29. Biman Kumar Paul sold his undivided 1/72<sup>th</sup> (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 23, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2016, Pages 138723 to 138752, Being Deed No. 160304641 for the year 2016.
30. Swapan Pal sold his undivided 1/72<sup>th</sup> (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 23, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 138694 to 138722, Being Deed No. 160304640 for the year 2016.
31. Bhakta Pal sold his undivided 1/72<sup>th</sup> (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 23, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 138664 to 138693, Being Deed No. 160304639 for the year 2016.
32. Bholanath Pal sold his undivided 1/72<sup>th</sup> (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 23, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2016, Pages 138634 to 138663, Being Deed No. 160304638 for the year 2016.
33. Dhruba Pal sold his undivided 1/72<sup>th</sup> (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 23, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas,

recorded in Book No. I, Volume No.1603-2016, Pages 138604 to 138633, Being Deed No. 160304637 for the year 2016.

34. Upon the demise of Manjushree Paul on October 16, 2008, her two sons namely, Malay Kumar Paul and Mrinal Kanti Paul jointly inherited the undivided 1/72<sup>th</sup> (one by seventy two) share of Manjushree Paul as per the Hindu Succession Act, each having ½ (half) share therein. Malay Kumar Paul and Mrinal Kanti Paul sold their undivided 1/72<sup>th</sup> (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 22, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2016, Pages 137230 to 137259, Being Deed No. 160304593 for the year 2016.
35. Mitali Paul sold her undivided 1/72<sup>th</sup> (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 22, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 137199 to 137229, Being Deed No. 160304592 for the year 2016.
36. Gitali Pal sold her undivided 1/72<sup>th</sup> (one by seventy two) share in the First Premises and Second Premises to the Owner *vide* sale deed dated September 22, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No.1603-2016, Pages 137168 to 137198, Being Deed No. 160304591 for the year 2016.
37. Through the Said Partition, Jitendra and Nanda were jointly allotted land admeasuring 5 (five) cottahs 4 (four) chittacks and 36 (thirty six) square feet, being a demarcated portion of 38 Bondel Road together with 1,000 sq. ft. structure standing thereon together with all right, title and interest in the

structures standing thereon together with common passage, easements and appurtenances therein. After mutation of their names in the Calcutta Municipal Corporation the above land was numbered as 38C, Bondel Road (hereinafter referred to as the “**Third Premises**”).

38. Upon the demise of Nanda, by way of intestate succession, his only son namely, Ashis Kumar Paul and also only daughter namely, Sumita Seth (Paul) jointly inherited the undivided  $\frac{1}{2}$  share of Jitendra in the Third Premises, with each having an undivided  $\frac{1}{2}$  (**half**) share in the Third Premises.
39. After that, Ashis Kumar Paul and Sumita Seth (Paul) jointly sold their undivided  $\frac{1}{2}$  (half) share in the Third Premises to the Owner *vide* sale deed dated November 16, 2012 registered at the office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, CD Volume No. 22, Pages 134 to 151, Being Deed No. 10537 for the year 2012.
40. Upon the demise of Jitendra, by way of intestate succession, his wife, Kamala Paul, 4 (four) sons namely Dwijen Kumar Pal, Amal Kumar Pal, Kesto Kumar Pal, Sanjay Kumar Pal and 4 (four) daughters namely, Sikha Pal, Sandhya Paul, Madhabi Paul and Rekha Paul jointly inherited the undivided  $\frac{1}{2}$  (half) share of Jitendra in the Third Premises, with each having an undivided  $\frac{1}{18}$ <sup>th</sup> (one eighteenth) share in the Third Premises.
41. Upon the demise of Kamala Paul, on January 31, 2011, by way of intestate succession, 4 (four) sons namely Dwijen Kumar Pal, Amal Kumar Pal, Kesto Kumar Pal, Sanjay Kumar Pal and 4 (four) daughters namely, Sikha Pal, Sandhya Paul, Madhabi Paul and Rekha Paul jointly inherited her undivided  $\frac{1}{18}$ <sup>th</sup> (one eighteenth) share in the Third Premises, thus becoming the

absolute owners of the undivided  $\frac{1}{2}$  (half) share of Jitendra in the Third Premises, with each having an undivided  $\frac{1}{16}$ <sup>th</sup> (one sixteenth) share in the Third Premises.

42. Upon the demise of Dwijen Kumar Pal on October 17, 2011, his wife Manju Paul inherited his undivided  $\frac{1}{16}$ <sup>th</sup> (one sixteenth) share in the Third Premises, by way of intestate succession. Manju Paul sold her undivided  $\frac{1}{16}$ <sup>th</sup> (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated September 29, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 145617 to 145641, Being Deed No. 160304885 for the year 2016.
43. Amal Kumar Pal sold his undivided  $\frac{1}{16}$ <sup>th</sup> (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated September 29, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 145591 to 145616, Being Deed No. 160304884 for the year 2016.
44. Sikha Pal sold her undivided  $\frac{1}{16}$ <sup>th</sup> (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated September 29, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 145565 to 145590, Being Deed No. 160304883 for the year 2016.
45. Sanjay Kumar Pal sold his undivided  $\frac{1}{16}$ <sup>th</sup> (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated September 29, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 145539 to 145564, Being Deed No. 160304882 for the year 2016.

46. Kesto Kumar Pal sold his undivided 1/16<sup>th</sup> (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated September 29, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 145513 to 145538, Being Deed No. 160304881 for the year 2016.
47. Madhabi Paul sold her undivided 1/16<sup>th</sup> (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated September 27, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 140121 to 140147, Being Deed No. 160304683 for the year 2016.
48. Rekha Paul sold her undivided 1/16<sup>th</sup> (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated September 27, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2016, Pages 140092 to 140120, Being Deed No. 160304682 for the year 2016.
49. Sandhya Paul sold her undivided 1/16<sup>th</sup> (one sixteenth) share in the Third Premises to the Owner *vide* sale deed dated February 1, 2016 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2016, Pages 16330 to 16357, Being Deed No. 160300484 for the year 2016.
50. Through the Said Partition, Lalit was allotted land admeasuring 11 (eleven) cottahs 5 (five) chittacks and 15 (fifteen) square feet, being a demarcated portion of 38 Bondel Road together with structure standing thereon together with all right, title and interest in the structures standing thereon together with common passage, easements and appurtenances

therein. After mutation of his name in the Calcutta Municipal Corporation the above land was numbered as 38A, Bondel Road.

51. Upon the demise of Lalit, his widow Indubala Paul inherited the entire land parcel in 38A, Bondel Road. Since Lalit and Indubala Paul did not have any issue out of their wedlock, she made a deed of settlement dated February 25, 1972 in favour of Nanda. Upon the death of Indubala Paul, Nanda became the sole and absolute owner of the entire 38A, Bondel Road. He also constructed a tile shed/brick wall measuring 3100 (three thousand one hundred) square feet thereat. Thus, Nanda became the sole and absolute owner of 38A, Bondel Road together with all right title and interest in the structures standing thereon together with common passage, easements and appurtenances (hereinafter referred to as the “**Fourth Premises**”).
52. Nanda sold the entire Fourth Premise to the Owner *vide* sale deed dated September 25, 2006 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 18, Pages 1256 to 1271, Being Deed No. 7164 for the year 2006.
53. Through the Said Partition, Bhairab was allotted (i) land measuring about 20 (twenty) cottahs 7 (seven) chittacks and 4 (four) square feet, being a demarcated portion of 38, Bondel Road. After mutation of his name in the records of the Calcutta Municipal Corporation, the above land together with structures standing thereon was numbered as 38F, Bondel Road (hereinafter referred to as the “**Fifth Premises**”) (ii) land measuring about 5 (five) cottahs 13 (thirteen) chittacks and 30 (thirty) square feet, being a demarcated portion of 52, Bondel

Road, together with all right title and interest in the structures standing thereon together with common passage, easements and appurtenances therein. After mutation of his name in the records of the Calcutta Municipal Corporation, the above land together was numbered as 52D, Bondel Road (hereinafter referred to as the “**Sixth Premises**”).

54. Upon the demise of Bhairab in 1945, his wife Ashalata Paul and 3 (three) sons namely, Bejon Kumar Paul, Arun Kumar Paul and Deepak Kumar Paul, by way of intestate succession, jointly inherited the entire Fifth Premises and Sixth Premises, with each having an undivided  $1/4^{\text{th}}$  (one fourth) share therein. After mutation of their names in the records of the Kolkata Municipal Corporation, the above land together was numbered as 38F, Bondel Road and 52D, Bondel Road (hereinafter referred to as the “**Fifth Premises**” and “**Sixth Premises**”).
55. Upon the demise of Ashalata Paul on September 27, 1983 her 3 (three) sons, namely, Bejon Kumar Paul, Arun Kumar Paul and Deepak Kumar Paul and 2 (two) daughters Kalpana Paul and Kabita Paul, by way of intestate succession as per the Hindu Succession Act, 1956, inherited her undivided  $1/4^{\text{th}}$  (one fourth) share in the Fifth Premises and Sixth Premises. Thus, Bejon Kumar Paul, Arun Kumar Paul and Deepak Kumar Paul, each became the owners of  $3/10^{\text{th}}$  (three by ten) share in the Fifth Premises and Sixth Premises while Kalpana Paul and Kabita Paul each became the owner of  $1/20^{\text{th}}$  (one twentieth) share in the Fifth Premises and Sixth Premises.
56. Arun Kumar Paul sold his  $3/10^{\text{th}}$  (three by ten) share in the Fifth Premises and Sixth Premises to the Owner *vide* sale deed dated September 22, 2009 registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No.



I, CD Volume No. 11, Pages 1749 to 1766, Being Deed No. 02392 for the year 2009 in consideration of 4000 (four thousand) square feet sanctioned super built-up area including 2 (two) car parking spaces and Rs.1,00,000/- (Rupees One Lac Only) by cash.

57. Said Arun Kumar Paul died on the 12<sup>th</sup> day of January, 2016, leaving behind him surviving his wife Sukla Paul, his son Sunny Paul and his daughter Tulia Paul as his only legal heirs, heiresses and successors.

58. By inheritance, said Sukla Paul, Sunny Paul and Tulia Paul are the absolute joint owners in respect of the 4000 (four thousand) square feet sanctioned super built-up area including 2 (two) car parking spaces and thereafter said Sukla Paul, Sunny Paul and Tulia Paul released the rights and claim over the aforesaid super built-up area with car parks to the Owner *vide* Deed of Release dated December 31, 2022 registered at the office of the Additional Registrar of Assurance-IV, Kolkata, recorded in Book No. I, CD Volume No. 1904-2023, Pages 5693 to 5720, Being Deed No. 190400148 for the year 2023 for the consideration mentioned therein and also rectified the typographical mistake by a Deed of Declaration dated April 20, 2023, registered at the office of the Additional Registrar of Assurance-IV, Kolkata, recorded in Book No. I, Volume No.1904-2023, Pages 288884 to 288896, Being Deed No.190405533 for the year 2023.

59. Kabita Paul sold her 1/20<sup>th</sup> (one twentieth) share in the Fifth Premises and Sixth Premises to the Owner *vide* sale deed dated February 22, 2008, registered at the office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, CD

Volume No. 18, Pages 9592 to 9607, Being Deed No. 09672 for the year 2013.

60. Kalpana Paul sold her 1/20<sup>th</sup> (one twentieth) share in the Fifth Premises and Sixth Premises to the Owner vide sale deed dated March 14, 2008, registered at the office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, CD Volume No. 18, Pages 9608 to 9623, Being Deed No. 09673 for the year 2013.
61. Bejon Kumar Paul sold his 3/10<sup>th</sup> (three by ten) share in the Fifth Premises and Sixth Premises to the Owner *vide* sale deed dated November 6, 2009 registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, CD Volume No. 13, Pages 1397 to 1413, Being Deed No. 02729 for the year 2009 in consideration of 4350 (four thousand three hundred fifty) square feet sanctioned built-up area including 4 (four) car parking spaces and Rs.1,00,000/- (Rupees One Lac Only) by cash.
62. Said Bejon Kumar Paul died on the on the 21<sup>st</sup> day of April, 2010, leaving behind him surviving his son, Arnab Paul, as his only legal heir and/or the successors.
63. By inheritance, said Arnab Paul, is the sole and absolute owner in respect of the 4350 (four thousand three hundred fifty) square feet sanctioned built-up area including 4 (four) car parking spaces and after that said Arnab Paul, released the rights and claim over the aforesaid super built-up area with car parks to the Owner *vide* Deed of Release dated December 31, 2022 registered at the office of the Additional Registrar of Assurance-IV, Kolkata, recorded in Book No. I, CD Volume No. 1904-2023, Pages 5667 to 5692, Being Deed No. 190400147 for the year 2023 for the consideration mentioned therein and also

rectified the typographical mistake by a Deed of Declaration dated February 9<sup>th</sup> 2023 registered at the office of the Additional Registrar of Assurance-IV, Kolkata, recorded in Book No I, CD Volume No. 1904-2023, Pages 133944 to 133955, Being Deed No. 190402125 for the year 2023.

64. Deepak Kumar Paul @ Dipak sold his 3/10<sup>th</sup> (three by ten) share in the Fifth Premises and Sixth Premises to the Owner *vide* sale deed dated March 31, 2010 registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 3, Pages 3444 to 3463, Being Deed No. 1031 for the year 2010, in consideration of 4000 (four thousand) square feet built-up-area including 2 (two) car parking spaces in the total sanctioned area and 1 (one) room having built-up-area of 144 (one hundred and forty four) square feet, with 8 (eight) feet frontage and Rs. 1,00,000 (INR one hundred thousand) cash.
65. Deepak Kumar Paul @ Dipak sold his 3/10<sup>th</sup> (three by ten) share in the Fifth Premises and Sixth Premises to the Owner in 4000 (four thousand) square feet built-up-area including 2 (two) car parking spaces in the total sanctioned area and 1 (one) room having built-up-area of 144 (one hundred and forty four) square feet, with 8 (eight) feet frontage *vide* sale deed dated August 29, 2012, registered at the office of the Additional District Sub-Registrar, Sealdah, recorded in Book No. I, CD Volume No.6, Pages 6013 to 6032, Being Deed No. 02693 for the year 2012.
66. Hari was the absolute owner of land measuring 8 (eight) cottahs 9 (nine) chittacks and 20 (twenty) square feet more or less, along with passage, totalling to an area of 11 (eleven) cottahs more or less comprised in Holding No. 363 (previous No. 188), situated and lying at Mouza – Ballygunge, Touzi No. 2833,

Division-V, Sub-Division-H, Dihi Panchanna Gram, District – 24 Parganas, within the Municipal Limits of Calcutta Corporation, now Kolkata Municipal Corporation being Municipal Premises No. 54/1 (formerly known as 48), Bondel Road, Police Station - Karaya (formerly known as Ballygunge), Kolkata – 700019 together with the rights, title and interests of ingress and egress on and upon the passage and demarcated structure standing thereon and also unfettered right of use, enjoyment, etc. therein (hereinafter referred to as the “**Seventh Premises**”).

67. Upon the demise of Haripriya on the 9th day of Falgun, 1346 as per the Bengali Calendar, his (4) four sons namely, Sri Jugal Chandra Pal, Sri Shyam Sundar Pal, Sri Bhairab Chandra Pal and Sri Shaurab Chandra Pal, and his second surviving wife namely, Smt. Nanibala Pal, jointly inherited the entire Seventh Premises, with each having undivided and un-demarcated  $1/5^{\text{th}}$  (one-fifth) share therein.
68. Upon the demise of Jugal Chandra Pal, his wife Smt. Binodini Pal and 3 (three) sons namely, Sri Chittaranjan Pal, Sri Manoranjan Pal and Sri Vivek Ranjan Pal, by way of intestate succession, jointly inherited the undivided  $1/5^{\text{th}}$  (one-fifth) share of Jugal Chandra Pal in the Seventh Premises.
69. Upon the demise of Sri Chittaranjan Pal, his surviving minor son namely Master Ajit Kumar Pal and his wife namely, Smt. Latika Rani Pal, jointly inherited the undivided share of Sri Chittaranjan Pal in the Seventh Premises.
70. Thus, the owners of the Seventh Premises namely, Sri Shyam Sundar Pal, Sri Bhairab Chandra Pal, Sri Shaurab Chandra Pal, Smt. Nanibala Pal, each having an undivided  $1/5^{\text{th}}$  (one-fifth) share in the Seventh Premises and Smt. Binodini Pal, Sri Manoranjan Pal, Sri Vivek Ranjan Pal, Smt. Latika Rani Pal and

Master Ajit Kumar Pal, all together having an undivided 1/5<sup>th</sup> (one-fifth) share in the Seventh Premises, decided to partition the Seventh Premises among themselves though the registered deed of partition dated October 7, 1961 registered at the Office of the Sub-Registrar, Alipore, Sadar and recorded in Book No. I, Volume No. 150, Pages 69 to 123, Being Deed No. 8185 for the year 1961.

71. By way of the above-mentioned deed of partition, Shaurab Chandra Paul was allocated several plots of land along with the piece and parcel of land measuring 8 (eight) cottahs 9 (nine) chittacks and 20 (twenty) square feet equivalent to 6185 (six thousand one hundred and eighty five) square feet more or less, along with passage, totalling to land admeasuring an area of 11 (eleven) cottahs equivalent to 7920 (seven thousand nine hundred and twenty) Square Feet more or less, being Municipal Premises No. 54/1, Bondel Road, Kolkata – 700019 together with the right, title and interest of ingress and egress on and upon the passage and demarcated structure standing thereon as also unfettered right of use, enjoyment, etc. therein.
72. During his lifetime, Shaurab Chandra Paul executed and registered a deed of family arrangement and/or settlement dated August 26, 1989 registered at the office of the Registrar of Assurances, Kolkata and recorded in Book No. I, Volume No. 253, Pages 466 to 473, Being Deed No. 10097 for the year 1989 and thereby established a trust in respect of Municipal Premises No. 54/1, Bondel Road, Kolkata – 700019, appointing himself as the sole trustee for his lifetime. As per the above mentioned family arrangement/ settlement deed, after the demise of Shaurab Chandra Paul, the trust in respect to the said premises should come to an end and the 3 (three) sons of his elder

brother Bhairab Chandra Pal, that is, his nephews namely, Shri Ashis Kumar Pal, Shri Banibrota Pal and Shri Gautam Kumar Pal, would inherit the said premises jointly.

73. Upon the demise of Shaurab Chandra Paul, as per the above mentioned family arrangement/ settlement deed, Shri Ashis Kumar Pal, Shri Banibrota Pal and Shri Gautam Kumar Pal jointly inherited the said share and interest of the deceased Shaurab Chandra Paul, with each being entitled to undivided  $1/3^{\text{rd}}$  (one-third) share of land of the Seventh Premises. After mutation of their names in the records of the Kolkata Municipal Corporation, the above land together was numbered as 54/1, Bondel Road.
74. Shri Gautam Kumar Pal gifted his undivided  $1/3^{\text{rd}}$  (one-third) share in the Seventh Premises, which now also had a R.T. structure admeasuring 1500 (one thousand five hundred) square feet to his 2 (two) brothers Shri Ashis Kumar Pal and Shri Banibrota Pal *vide* registered deed of gift dated April 13, 2017, registered at the Office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No I, Volume No. 1603-2017, Pages 40003 to 40023, Being Deed No.160301527 for the year 2017. Thus, Shri Ashis Kumar Pal and Shri Banibrota Pal became the absolute joint owners of the Seventh Premises, which now also had a R.T. structure ad measuring 1500 (one thousand five hundred) square feet, with each being entitled to undivided  $1/2$  (half) share therein.
75. Shri Ashis Kumar Pal gifted his undivided  $1/2$  (half) share in the Seventh Premises, which now also had a R.T. structure admeasuring 1500 (one thousand five hundred) square feet, to his wife Smt. Kakali Pal *vide* deed of gift dated April 13, 2017 registered at the Office of the District Sub-Registrar-III, Alipore,

South 24 Parganas and recorded in Book No. I, Being Deed No. 160301534 for the year 2017.

76. Shri Banibrota Pal gifted his undivided  $\frac{1}{2}$  (half) share in the Seventh Premises, which now also had a R.T. structure admeasuring 1500 (one thousand five hundred) square feet, to his wife Smt. Sraboni Pal *vide* deed of gift dated April 13, 2017 registered at the Office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2017, Pages 40202 to 40219, Being Deed No. 160301533 for the year 2017.
77. Smt. Kakali Pal and Smt. Sraboni Pal sold the entire Seventh Premises to the Owner *vide* sale deed dated April 17, 2017 registered at the office of the District Sub-Registrar-III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2017, Pages 41575 to 41605, Being Deed No. 160301586 for the year 2017.
78. Through the Said Partition, Durlav was allotted exclusively allotted land measuring about 1 (one) cottah 14 (fourteen) chittacks and 36 (thirty six) square feet, being portion of 38 Bondel Road (hereinafter referred to as the “**Entire Eight Premises**”).
79. Durlav sold the Entire Eight Premises to Lalit *vide* sale deed dated August 8, 1945, registered at the office of the Sub-Registrar, Sealdah and recorded in Book No. I, Volume No. 39, Pages 114 to 122, Being Deed No.1534 for the year 1945.
80. Upon the death of Lalit, on the 28<sup>th</sup> day of Falgun, 1354 as per the Bengali Calendar, his wife Indubala Paul, inherited the Entire Eight Premises by way of intestate succession. After mutation of her name in the records of the Kolkata Municipal Corporation, the above land together was numbered as 38B,

Bondel Road (hereinafter referred to as the “**Entire Eight Premises**”).

81. By a deed of family settlement dated November 28, 1977 registered at the office of the District Registrar, Alipore and recorded in Book No. I, Volume No. 226, Pages 246 to 251, Being Deed No. 7539 for the year 1977, Indubala Paul formed a trust of the Entire Eight Premises, making herself the trustee and settled that upon her death, the Entire Eight Premises would absolutely devolve in favor of Dwijen Kumar Pal alias Dijendra Kumar Pal, Amal Kumar Pal, Kesto Kumar Pal and Sanjay Kumar Pal. Upon the death of Indubala Paul on February 18, 1979, the Entire Eight Premises devolved in favour of Dwijen Kumar Pal alias Dijendra Kumar Pal, Amal Kumar Pal, Kesto Kumar Pal and Sanjay Kumar Pal.
82. Upon the death of Dwijen Paul on October 17, 2011, his wife Manju Pal inherited his  $\frac{1}{4}$  (one fourth) share in the Entire Eight Premises. Thus, Manju Pal, Amal Kumar Pal, Kesto Kumar Pal and Sanjay Kumar Pal became the joint owners of the land admeasuring 1 (one) cottah 14 (fourteen) chittacks and 36 (thirty six) square feet, being 38B, Bondel Road (hereinafter referred to as the “**Eight Premises**”).
83. Manju Pal, Amal Kumar Pal, Kesto Kumar Pal and Sanjay Kumar Pal sold the Eight Premises to the Owner *vide* sale deed dated September 28, 2016 registered at the Office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, Volume No. 1901-2016, Pages 265254 to 265281, Being Deed No. 190108103 for the year 2016.
84. The Owner approached Belani Housing Development Limited (**BHDL**), company incorporated under the Companies Act, 1956, having Its present registered office at ‘Woodburn



Central 2<sup>nd</sup> Floor, 5A, Woodburn Park, Kolkata 700020, with the proposal of combined development of the said first, second, third, fourth, fifth, sixth, seventh and eighth premises (collectively described as “**Said Properties**” upon complete acquisition of the said first, second, third, seventh and eighth premises by purchasing the lands of (i) Sailendra in the First Premises, (ii) Baidyanath Paul and Aparna Seal in the Second Premises; (iii) Shilpi, Shankari, Rabi, Subir and Samir in the Second Premises; (iv) Biman Kumar Paul, Swapan Pal, Bhakta Pal, Bholanath Pal, Dhruba Pal, Malay Kumar Pal, MrinalKanti Paul, Mitali Paul and Gitali Paul in the First Premises and Second Premises; (v) Ashis Kumar Pal and Sumita Seth (Paul) in the Third Premises; (vi) Manju Paul, Amal Kumar Pal, Sikha Pal, Sanjay Kumar Pal, Kesto Kumar Pal, Madhabi Paul, Rekha Paul and Sandhya Paul in the Third Premises; (viii) Ashis Kumar Paul Banibrota Paul and Gautam Kumar Pal in the Seventh Premises and (ix) Manju Pal, Amal Kumar Pal, Kesto Kumar Pal and Sanjay Kumar Pal in the Eighth Premises (collectively “**Balance Land**”) and subsequent amalgamation of all the eight premises for mutual benefit and BHDL agreed to the proposal and had entered into Memorandum of Understanding dated 5<sup>th</sup> July 2012 (**Said Agreement**) with the Owner for recording the terms and conditions agreed between them for effectuating the proposed development on the Said Properties and other matters incidental thereto.

86. By an agreement dated 11<sup>th</sup> day of March, 2015 (“**Novation Agreement**”) BHDL, with the consent and concurrence of the Owner, assigned and nominated Belani Housing LLP (as Belani NPR Housing LLP was earlier known as) i.e., the Developer herein in its place and stead to have all the rights, benefits and

entitlements alongwith the obligations under the Said Agreement, including the right to obtain development right to develop the said property after the same is acquired in entirety by the Owner.

87. The Owner has already purchased the entirety of the Balance Land and now amalgamated the entire Acquired Land and the entire Balance Land i.e. the Said Properties being the First Premises (38G Bondel Road), Second Premises (52E, Bondel Road), Third Premises (38C, Bondel Road), Fourth Premises (38A, Bondel Road), Fifth Premises (38F, Bondel Road), Sixth Premises (52D, Bondel Road), Seventh Premises (54/1, Bondel Road) and Eighth Premises (38B, Bondel Road) into a single premises being numbered 52D, Bondel Road having an area of 70 (seventy) cottahs 10 (ten) chittacks and 36 (thirty six) square feet *vide* a deed of declaration dated January 14, 2020 registered at the Office of the Additional Registrar of Assurances-IV, Kolkata, recorded in Book No. I, Volume No. 1904-2020, Pages 38013-38032, Being Deed No. 190400360 for the year 2020 and as more particularly described in **Schedule A** above (“**Said Premises**”).
88. The Owner has also applied before Kolkata Municipal Corporation for amalgamation of each of the aforesaid properties and such amalgamation was approved by Kolkata Municipal Corporation on 24<sup>th</sup> March, 2018 and recorded its name in respect of the amalgamated Said Premises vide assessment book copy dated 20<sup>th</sup> April 2018, bearing No. 110650601245 issued by the Kolkata Municipal Corporation, and has obtained permission of the competent authority, Urban Land (Ceiling and Regulation) Act, 1976, in terms of Rule 4(4) of

the Kolkata Municipal Corporation Building Rules, 1990 on August 29, 2019, in relation to the amalgamated Said Premises.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(SAID PROPERTY)**

**(PART - I)**

**(IDENTIFIED FLAT)**

**All That** the residential flat being No.[•]on the [•]floor of the building known as “Viraya” to be/under construction on the land comprised within the Said Premises, as shown in **RED** colour on the plan annexed hereto being Schedule F herein below **together with** the rights, advantages and privileges appurtenant thereto

**PART - II**

**(“ IDENTIFIED STORE ROOM”)**

All That the Store Room No.[•] situate on the [•] floor adjacent to/near to the Identified Flat of the building known as “Viraya” to be/under construction on the land comprised within the Said Premises and as shown in **GREEN** colour on the plan annexed hereto being Schedule F herein below **together with** the rights, advantages and privileges appurtenant thereto including the right to use any one of the 2 (two) numbers of common store toilets situated near the Identified Store Room together also with the right to use the common passage immediately abutting the said Identified Store Room to be used in common by and with only such of the flat Allottees who have been allotted apartments on the same floor of the building of the Project

**PART - III**

**(PARKING SPACE)**

**All That** the [•] ([•]) number(s) of [*covered/open/basement mechanical/ basement covered*] car parking space(s) in the basement and the ground floor, as the case may be, of the building popularly known as “Viraya” to be/under construction on the land comprised

within the Said Premises to be earmarked and/or to be identified and designated by the Promoter in due course of time giving permission to the Allottee for parking of car(s) owned by the Allottee within such space(s) and also to be earmarked and/or to be identified and designated by the Promoter in due course of time giving permission to the Allottee (to the exclusion of other flats as 'limited common area' within the meaning of the West Bengal Apartment Ownership Act 1972) for parking of car(s) owned by the Allottee within such space(s) **together with** the easements and/or right of way appurtenant to the beneficial use and enjoyment of all of such parking space(s).

**"PART-IV"**

**("SAID APARTMENT")**

**All That** the Identified Flat as morefully described in Part I of Third Schedule herein above **as also** the Identified Store Room as morefully described in Part II of the Third Schedule herein above with the Carpet Area being \_\_\_\_\_ sq.ft. more or less, with the balconies comprising of the regular balcony(ies), triple height balcony(ies) and kitchen/ service balcony respectively admeasuring \_\_\_\_\_ sq.ft. more or less, \_\_\_\_\_ sq.ft. more or less and \_\_\_\_\_ sq.ft. more or less, thus aggregating to a Built-up Area of \_\_\_\_\_ sq.ft. more or less, with the super built-up area thereof for the limited purpose of assessment of the stamp duty and registration fee payable on this Deed being \_\_\_\_\_ sq.ft. more or less **and together with** all right, advantages, easements and privileges appurtenant thereto.

**PART V**

**(SAID SHARE)**

**ALL THAT** the pro rata share of the Purchaser in the common areas of the Complex the extent of which shall be such as applicable and as defined in Part VI below.

**PART VI**

**(COMMON AREAS)**

**ALL THAT** the common areas, facilities, amenities and/or the portions of the Complex, earmarked/meant by the Promoters for beneficial common use and enjoyment of the Purchaser/other occupants of the Complex and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoters and which are not earmarked as “limited common areas” which, inter alia, includes the following.

1. The entire land comprised in the said Premises
2. The driveway within the Building
3. Common DG set as identified by the Promoter
4. Common Guard Room as identified by the Promoter
5. Garbage room & Composter as identified by the Promoter
6. Underground Sewage Treatment Plant (STP) to be located/installed at such portion/area of the Said Premises as identified by the Promoter
7. Underground Water Treatment Plant (WTP) to be located/installed at such portion/area of the Said Premises as identified by the Promoter
8. Underground Domestic Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Promoter
9. Underground Fire Water Tanks to be located/installed at such portion(s)/area(s) of the Said Premises as identified by the Promoter
10. Underground Fire & Domestic Pump Room to be located/installed at such portion(s)/ area(s) of the Said Premises as identified by the Promoter
11. The entrance lobby for the Building
12. The drop off points within the Building
13. The common driveway and ramps within the Building to access the Said Car Parking Space(s)
14. All the staircases within the Building
15. All the lifts within the Building
16. All the green areas within the Building
17. All the common toilets within the Building
18. The gatehouses and boom barrier within the Building
19. The lift lobby and service lift lobby within the Building
20. All the fire refuge Areas within the Building
21. All the AC ledges within the Building

22. All the lift machine rooms, mumty rooms, meter rooms, overhead tanks and electrical transformer rooms as identified by the Promoter for the Building
23. All the electrical and service infrastructure identified by the Promoter
24. All the service shafts within the Building
25. All the fire services within the Building
26. Party Hall
27. Kids play area
28. Games Lounge
29. Fitness Studio
30. Yoga/Meditation deck
31. Party Terrace
32. Swimming Pool
33. Pool Deck
34. Solar Panels

## **PART VII**

### **(RIGHTS)**

**ALL THAT** the right to use (along with other occupants and maintenance staff etc. of the Complex) the common areas to the extent applicable which common areas are described in Part VI of the Third Schedule above.

**IN WITNESS WHEREOF** the Parties hereinabove named have set and subscribed their respective hands and seal on the day month and year first above written in the presence of attesting witness as below.

**Executed and Delivered**

by the **Owner** at Kolkata  
in the presence of:

1.

2.

**Executed and Delivered**

by the **Promoter** at Kolkata  
in the presence of:

1.

2.

**Executed and Delivered**

by the **Purchaser** at Kolkata  
in the presence of:

1.

2.

**Drafted By:**

**C.P. Kakarania**

**Advocate, High Court, Calcutta**

**MEMO OF CONSIDERATION**

**RECEIVED** from the within named purchaser the within mentioned  
**Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** only being the as full  
and final payment of the entire total price along with Extra Charges,  
Total Deposits along with Applicable Taxes payable under these  
presents for the Said Property in the manner mentioned below.

**Witnesses:**

**1.**

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**(Authorized Signatory of Promoter)**

**II.**