

Conveyance

- 1. Date:** _____
- 2. Nature of document:** Sale Deed.
- 3. Parties:** Collectively the following :

3.1 Vendors/Owners: (1) INDRANAGRI CONCLAVE PRIVATE LIMITED

(PAN No. AADCI3130R), a company within the meaning of the Companies Act, 1956 having its registered office at 75C, Park Street, P.S. & P.O. Park Street, Kolkata-700 016 hereinafter referred to as **First Owner** represented by one of its Directors **SRI JITENPAL SANDHU (PAN No.)**, son of Inderpal Singh Sandhu, by faith Sikh, by occupation Business, Indian National, residing at Flat No. 4A, 4th Floor, 'Orbit Enclave' 12/3A, Picaso Bithi, P.S. Shakespeare Sarani, P.O. Park Street, Kolkata-700 017 and **(2) GREWAL CONCEPTS PRIVATE LIMITED (PAN No. AACCG8117B)**, a company within the meaning of the Companies Act, 1956 and having its registered office at 3F, Dr. G.S. Bose Road, P.S. Kasba, Kolkata-700 039 hereinafter referred to as **Second Owner** represented by **SRI INDERPAL SINGH SANDHU (PAN No.)**, son of Late Sarup Singh Sandhu, by faith Sikh, by occupation Business, Indian National, residing at Flat No. 4A, 4th Floor, 'Orbit Enclave' 12/3A, Picaso Bithi, P.S. Shakespeare Sarani, P.O. Park Street, Kolkata-700 017, being the duly constituted attorney of the Second Owner by the Power of Attorney dated 26th November, 2013, registered with the Additional District Sub-Registrar, Sealdah in Book No I, CD Volume No.8, Pages 9337 to 9349, being No. 03922 for the year 2013 hereinafter jointly called the **Owners** (which expression unless excluded by or repugnant to the context shall be deemed to mean and include their Successors in office, executors, representatives and assigns) of the **First Part**.

3.2 Purchaser: (PAN No.

.....), son/daughter/wife of, by occupation, residing at hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the context shall be deemed to his/her/their heirs executors, representatives and assigns) of the **THIRD PART**.

4. Subject Matter: The "**Composite Unit**" described in **Schedule - K** being collectively the following:

- 4.1** The "**Subject Unit**" described in **Part-I** of **Schedule-K** and bordered '**Red**' in the Annexed **Plan - A** in the building complete in all respects named "**EKAM AMAR SANSAR** " (hereafter the "**Building**") constructed on the plot of land described in **Schedule-B** (hereafter the "**Premises**"), being Municipal Premises No. 3F, Dr. Girindra Sekhar Bose Road, Kolkata-700 039, within Ward No. 67 of the Kolkata Municipal Corporation.
- 4.2** The "**Subject Car Park**" described in **Part-II** of **Schedule-K** and bordered '**Red**' in the Annexed **Plan-B**.
- 4.3** The "**Land Share**" being the undivided indivisible proportionate share and/or interest in the land comprised in the Premises.
- 4.4** The "**Common Portion Share**" being the undivided indivisible proportionate share and/or interest in the "**Common Portions**" mentioned in **Schedule-C**.
- 4.5** *Together with* such other rights appurtenant thereto mentioned in **Schedule-G** but *subject to* the Purchases' Covenants mentioned hereafter which will be covenants running with the Composite Unit in perpetuity.
- 4.6** The "**Amenities**" means and includes "lift" facility.
- 5. Background:**
- 5.1 Gender & Number:** Irrespective of the gender and the numbers of the Purchaser, he/she/it/they have been referred herein as 'singular' and in 'neuter' gender.
- 5.2 Purchase:** The Party of the First Part is the owner of undivided one-third share and/or interest in the Premises and the Party of the Second Part of the remaining undivided two-third. The devolution of title of the Owners to the Premises is detailed in **Schedule-A**.
- 5.3 Development Agreement:** The Owners had decided to develop the Premises and, for that purpose, had entered into an agreement dated 26th November, 2013 (hereafter the "**Development Agreement**") registered

with the A.D.S.R. Sealdah in Book No. I, CD Volume No. 8, Pages 9312 to 9336, being No. 03921 for the year 2013 which, inter alia, provided that:

5.3.1 The First Owner would develop the Premises (hereafter the "**Development**") by constructing a building thereat (hereafter the "**Proposed Building**"), the ground floor whereof would have spaces for parking of cars (hereafter the "**Car Parks**") and each of its upper floors would have separately and exclusively occupiable spaces to be used for residential purpose (hereafter the "**Units**").

5.3.2 Out of the Units and Car Parks, some would be constructed for, to the account of and on behalf of the First Owner (hereafter the "**First Owner's Allocation**") and the balance for the Second Owner (hereafter the "**Second Owner's Allocation**"). The Owners would become the sole and absolute owner of their respective Allocations upon completion of the Proposed Building.

5.3.3 Each Owner would be entitled to deal with its respective Allocation.

5.3.4 Each of the Owners would grant power (hereafter the "**POA**") to the other to exclusively deal with its Allocation.

5.3.5 After the Kolkata Municipal Corporation (hereafter the "**KMC**") would grant permission to construct the Proposed Building in accordance with the plan (hereafter the "**Plan**") to be submitted to it, the Owners would enter into another agreement (hereafter the "**Demarcation Agreement**") demarcating their respective Allocations.

5.4 Power of Attorney: The Second Owner duly executed a registered Power of Attorney on 22.11.2013 being no. 03922 of 2013 in favour of the First Owner for development of the Premises and to obtain sanction plan and other necessary permissions and NOCs from the concerned authorities for the purpose of development of the Premises and also for signing and executing the Agreement for Sale, Deed of Conveyance or Sale Deed to transfer assign and assure the undivided proportionate share in land

comprised in the said Premises attributable to the flats and car parking spaces comprised in the First Owner's Allocation and to receive advance from the prospective purchasers and to accept consideration money (either partly and/or fully) for any flat/flats and parking space/spaces from the intending purchasers.

5.5 Plan Preparation: With a view to develop the Premises, the First Owner had a plan prepared (hereafter the "**Plan**") for constructing one G+7 storied building at the Premises (hereafter the "**Building**") to have spaces for parking of cars in its ground floor (hereafter the "**Parking Spaces**") and each of the seven upper floors to have four separately and exclusively occupiable spaces to be used for residential purpose (hereafter the "**Units**").

5.6 Sanction & Completion: The Plan was submitted to the KMC for permission to construct one G+7 storied building at the Premises. The KMC had permitted construction of the Building in accordance with the Plan by Building Permit No. B.P. No. 2015070017 dated 29.04.2015. The Building has been named "**EKAM AMAR SANSAR**".

5.7 Demarcation Agreement : The First Owner and Second Owner have signed and executed an Allocation Demarcation Agreement on 25.05.2015 whereby both the owners have mutually allocated and demarcated their respective units and car parking spaces to be constructed according to the sanction plan at the Premises.

5.8 Agreement for Sale: The Purchaser wanted to purchase the Composite Unit and car parking space from the First Owner's allocation and both the Owners had agreed to sell the same (hereafter the "**Agreement**") upon signing an Agreement for Sale dated _____, inter alia, the Purchaser paying the Consideration mentioned in **Schedule-J** and complying with all the other terms of the Agreement including payment of the other payables as mentioned therein.

5.9 Satisfaction & Possession: The Purchaser having paid the entire Consideration and complied with all the terms and conditions of the

Agreement, the First Owner had called upon the Purchaser to take possession of the Composite Unit and the Purchaser had taken possession thereof after fully satisfying himself/herself/themselves/itself about the title of both the Owners and rights of the First Owner to the Premises, authenticity of the Plan and construction of the Building and the Subject Apartment.

5.10 Completion of Sale: At the request of the Purchaser, the First Owner and Second Owner are hereby completing the sale of the Composite Unit in favour of the Purchaser.

5.11 Further Construction: Obtaining all necessary permissions and sanctions therefore, the First Owner and/or Second Owner may make further and/or additional constructions at the Building by adding further floor to it or otherwise and even if such Construction is carried out after registration of the Composite Unit and possession has been handed over to the Purchaser, the Purchaser shall not be entitled to raise any objection of whatsoever nature including without limitation any inconvenience caused for storing building materials at the Premises or the men, servants and/or agents of the Owners using any part or portion of the Common Portions including without limitation the staircase and water from the reservoir or the overhead tank. Purchaser shall not be entitled to claim their right over the additional constructed floor or any unit/units situated on the said additional floor.

6. Now this deed witnesses:

6.1 Sale: In consideration of the Purchaser having paid the consideration mentioned in **Schedule-J** and agreeing to observe and perform the terms and conditions herein mentioned, the First Owner and Second Owner do hereby sell, within the meaning of Section 54 of the Transfer of Property Act, 1882, unto the Purchasers the "**Composite Unit**" from the First Owner's Allocation described in **Schedule-K** which the Purchasers shall 'have and hold' absolutely and forever, free from all encumbrances, *subject however* to the observance and performance of the specific covenants, stipulations,

restrictions and obligations mentioned hereafter, all of which shall be covenants running with the Composite Unit.

- 6.2 Possession:** The Purchasers do hereby confirm, admit and acknowledge that they have received possession of the Composite Unit to their full satisfaction and they have no complaint of whatsoever nature or kind including without any limitation its area and construction.
- 6.3 Vendors'/Owners' Entitlement:** The Vendors/Owners shall remain the joint owners of all parts and/or portions of the Building and the open spaces of the Premises appurtenant to it which have not been specifically sold to any of the Co-Owners nor form part of the Common Portions.
- 6.4 Rates and Taxes:** On and from the date of possession of the Subject Apartment or execution of this presents, whichever is earlier, the Purchaser shall pay all rates, taxes, charges, levies and impositions payable in respect of the Composite Unit and proportionate share of all taxes, charges, levies and/or impositions, if any, on any of the Common Portions and this liability shall be perpetual, even if not mentioned in any future conveyance or instrument of transfer.
- 6.5 Owners'/Vendors' Covenants:** The Vendors/Owners hereby covenant with the Purchasers that the Purchasers shall, subject to observing and performing the Purchasers' Covenants hereafter mentioned, by which covenants the purchasers of all the other Apartments as well as the Vendors/Owners for the unsold Apartments (hereafter the "**Co-Owners**") will be bound, peaceably own, hold and enjoy the Composite Unit and that the Vendors/Owners:
- 6.5.1 Has agreed to execute these presents and hereby transferring the proportionate share on the land lying beneath the said "**Composite Unit**" from the First Owner's Allocation described in **Schedule-K** together with all the rights over the common portions and facilities in favour of the Purchaser.

- 6.5.2 Has good right, full power and absolute authority to sell, transfer and convey the Composite Unit.
- 6.5.3 Shall, at the costs and requests of the Purchaser, do all such acts and execute all necessary documents as be required for more perfectly transferring and assuring the Composite Unit unto the Purchaser.
- 6.5.4 Shall sell all the Apartments having the same covenants and stipulations to be observed and performed by the Purchaser and/or are to be covenants running with Composite Unit in perpetuity as herein contained.

6.6 First Owner's Covenants: The First Owner being the Developer also hereby covenant with the Purchaser that the Purchaser shall, subject to observing and performing the Purchaser's Covenants hereafter mentioned, by which covenants the purchaser of all the other Apartments as well as the First Owner and Second Owner for the unsold Apartments (hereafter the "**Co-Owners**") will be bound, peaceably own, hold and enjoy the Composite Unit and that the First Owner/Developer:

- 6.6.1. Has received the full Consideration mentioned in **Schedule-J** for the Sale and hereby and by the Memorandum of Consideration below confirms, admits and acknowledges the receipt thereof and hereby further releases and relinquishes the Purchaser of and from the Consideration and the Composite Unit.
- 6.6.2. Declare that the said "**Composite Unit**" transferred hereby by way of sale to and unto the Purchaser as delineated in the map or plan annexed hereto is as per sanction plan approved by the Kolkata Municipal Corporation.
- 6.6.3. Shall, at the costs and requests of the Purchaser, do all such acts and execute all necessary documents as be required for more perfectly transferring and assuring the Composite Unit unto the Purchaser.

6.6.4. Has good right, full power and absolute authority to sell, transfer and convey the Composite Unit which is a part of the First Owner's Allocation.

6.7 Association: The Purchaser along with all the Co-Owners shall compulsorily become members of the Association to be formed of the Co-Owners and for that purpose the Purchasers shall:

6.7.1 Render all necessary assistance to the Vendor and Developer and the other Co-Owners in all respects for formation of the Association.

6.7.2 Accept, without any objection of any nature whatsoever, the rules and regulations of the Association (hereafter the "**Rules**").

6.7.3 Bear and pay proportionate costs, charges and expenses for the formation and registration of the Association, including professional charges, as determined by the Vendor and/or Developer without any demur or delay.

6.7.4 Diligently observe, perform and abide by the Rules.

6.7.5 Co-operate with the Association and its other members in all its activities.

6.7.6 Pay all the charges, costs and fees of the Association, as also for its upkeep, as are levied upon the Purchaser by the Association, within the due dates.

6.7.7 Pay for and acquire the shares, if issued, of the Association.

6.8 Maintenance: The Building and the open spaces of the Premises appurtenant to it, and the Common Portions will initially be managed and maintained (hereafter the "**Maintenance**") by the First Owner and Second Owner and/or by engaging other agencies (hereafter "**Other Agencies**") till such time the Association is not formed. As and when the Association is formed, the Other Agencies will automatically come under the Association and thereafter will be dealt with in the manner the Association deems fit. For the

purpose of the Maintenance, the Vendor, Developer and the Association after it may frame such rules (hereafter the "**Common Rules**") for the advantage of all the Co-Owners. The Maintenance will otherwise be in the manner elaborated in **Schedule-E**.

6.9 Maintenance Charges: The First Owner and Second Owner and the Association after it shall raise bills on the Purchasers for the Maintenance which will be the proportionate costs incurred by the for the Maintenance and include emoluments of its employees, payments made to the Other Agencies, applicable taxes which are now payable or which may become applicable and payable in future (collectively "**Maintenance Charges**"). The Common Expenses mentioned in **Schedule-F** will be borne proportionately and included in the Maintenance Charge. The Maintenance Charges shall be payable by the Purchasers on and from the Possession Date, irrespective of whether the Purchasers are occupying it or not, or the date hereof, whichever is earlier, and monthly bills will be raised on the Purchasers to be paid by the Purchasers within seven days from the date of the bills.

6.10 Maintenance Deposit: To secure timely payment of the Maintenance Charges, the Purchasers have deposited with the Developer the interest free Security Deposit amount mentioned in **Part – I** of **Schedule-H**. Upon formation of the Association, the First Owner and Second Owner shall hand over the Security Deposit to the Association. The amount of the Security Deposit may be enhanced from time to time by the Association and as and when the same is enhanced, the Purchasers shall replenish the enhanced amount.

6.11 Security Deposit for Rates & Taxes: To secure timely payment of rates and/or taxes including without limitation Municipal Tax, Water Tax and/or any other Government Levies for the Composite Unit the Purchasers have deposited with the First Owner and Second Owner the interest free Security Deposit amount mentioned in **Part – II** of **Schedule-H**. Upon formation of the Association, the First Owner and Second Owner shall hand over the Security Deposit to the Association. The amount of the Security Deposit may

be enhanced from time to time by the Association and as and when the same is enhanced, the Purchasers shall replenish the enhanced amount.

6.12 Sinking Fund: The Purchasers have deposited with the First Owner and Second Owner the amount mentioned in **Schedule-I** as its contribution to the Sinking Fund to be used for major repairs and/or replacement of any equipment installed in the Building. Upon formation of the Association, the First Owner and Second Owner shall hand over the Sinking Fund to the Association. The Sinking Fund will remain credited to the account of the Purchasers in the records of the Association and be maintained by it. Interest accrued on the Sinking Fund shall be to the credit of this Fund. If the monies lying in this Fund and accrued interest thereon be not sufficient to cover the costs of any major repairs/replacements of any equipments, the Association shall recover additional money from the Purchasers to meet the deficiency in cost. Non-payment of this additional money shall have the same effect of non-payment of Maintenance Charges *mutatis mutandis*.

6.13 Penalty for Non-Payment: In the event the Purchasers fails to make any payment of the Maintenance Charges within the due date therefor (hereafter the "**Default Amount**"), the Purchasers shall be liable to pay interest at the rate of 2% (two percent) per month on the Default Amount from the due date of its payment till its entirety and the interest thereon is paid. The First Owner and Second Owner, and the Association after it, will further become entitled to recover such amount from the Security Deposit. In such an event, amount so recovered from the Security Deposit till such time the entirety of its amount together with interest thereon is paid by the Purchasers, the above interest will continue to run. In the event the Purchasers fails to pay the Default Amount and the interest thereon within 2 (two) months from the due date of payment, the First Owner and Second Owner, and the Association after it, may withdraw, restrict or disconnect any of the services available in the Building to the Purchasers. In such a case, the First Owner and Second Owner, and the Association after it, may also require the Purchasers to provide additional interest free security deposit before the restoration of services. In the event the First Owner and Second Owner, or the Association

after it, withdraws any of the facilities, the Purchasers hereby specifically covenant not to use such facility so withdrawn nor demand restoration of the same till such time the entire dues along with interest therein are paid.

6.14 Purchasers' Covenants: The Purchasers do hereby agree, accept and covenant with the First Owner and Second Owner as follows:

6.14.1 Inspection: The Purchasers have, inter-alia, inspected and verified all the documents related to the title of the First Owner and Second Owner and rights of the First Owner to the Premises. The Purchasers confirm that they are fully aware of the fact that the Composite Unit is a part of the First Owner's Allocation.

6.14.2 Confirmation: The Purchasers confirm that they are satisfied with the construction of the Building and the Subject Apartment, that the same are in compliance with the Plan and the Purchasers shall not hereafter raise any complaint whatsoever without limitation regarding design, layout, accommodation, specifications, fittings and fixtures in the Subject Apartment, the amenities, utilities and/or facilities provided therein and/or in the Building nor ever raise any claim against the First Owner and Second Owner regarding the construction and/or the completion of the Building, the Subject Apartment or the Subject Parking Spaces. The Purchasers shall further be deemed to have hereby declared that they have accepted the area of the Subject Apartment mentioned in **Schedule-K** (hereafter the "**Apartment Area**") for all purposes whatsoever and shall not question any apportionment of the Maintenance Charge, any other expense or any other matter on the basis thereof.

6.14.3 User: The Purchasers shall not use or allow the Subject Apartment or any part thereof to be used for any club, meeting, conference hall, school, clinic, Guest house, boarding/lodging house, catering place, restaurant or other public purpose or any other non-residential purpose but use the same only for residential purposes.

- 6.14.4 Parking Space Restriction:** The Purchasers shall not use or allow the Subject Parking Space to be used for any other purpose but for parking of car or two-wheelers, sell or allow the use of any of them to a person not having an Apartment in the Building.
- 6.14.5 Common Portions:** The Purchasers, along with the other Co-Owners, will use and enjoy only those areas and facilities in the Building and/or in the Premises mentioned in **Schedule-C**.
- 6.14.6 Interiors of the Subject Apartment:** The Purchasers will decorate the interiors of the Subject Apartment in such a manner that its windows are retained in the same position that they were at the time possession of the Subject Apartment was handed over and without changing the external facade of the Building or its overall ambience in any manner whatsoever.
- 6.14.7 Enforcement:** The Purchasers shall be bound to follow the Common Rules that may be framed by the First Owner and Second Owner or the Association after it, for the common advantage of all the Co-Owners for user and any violation thereof shall entitle the First Owner and Second Owner or the Association, as the case may be, to claim damages and to restrict the Purchasers from using or enjoying the Common Portions and/or any part or portions thereof.
- 6.14.8 Installations:** The Purchasers shall not install any apparatuses including without limitation antennas, dish or otherwise, anywhere outside the Subject Apartment, including its outer walls, without the prior written permission of the Association. In the event such permission is granted, the Association may demand such rent for the same as it may deem fit.
- 6.14.9 Ensure Abidance:** Ensure that all their employees and/or visitors strictly abide by these Covenants of the Purchasers as also the Common Rules. For this purpose, persons temporarily engaged and/or employed by the Purchasers, directly or indirectly, for and/or in connection with

the business of the Purchasers shall be considered to be its employees and the Purchasers shall be fully responsible and liable for all acts of omission or commission of all such persons as also their visitors.

6.14.10 Repair: The Purchasers shall not demand any repair or rectification work in the Subject Apartment after its possession has been handed over and/or after the execution of these presents.

6.14.11 Further Construction: Obtaining all necessary permissions and sanctions therefore, the First Owner and/or Second Owner may make further and/or additional constructions at the Building by adding further floors to it or otherwise and even if such Construction is carried out after possession of the Composite Unit has been handed over to the Purchaser, the Purchaser shall not be entitled to raise any objection of whatsoever nature including without limitation any inconvenience caused for storing building materials at the Premises or the men, servants and/or agents of the First Owner and Second Owner using any part or portion of the Common Portions including without limitation the staircase and water from the reservoir or the overhead tank.

6.14.12 Purchasers' claim over the further construction: In the event of any further construction is made in the building, the purchasers cannot claim any right title interest over either any part of or the entire newly constructed space/spaces.

6.14.13 Other Covenants: The Purchasers shall abide by the Purchasers' Other Covenants mentioned in **Schedule-D**.

6.14.14 Indemnity by the Vendors/Owners: The First Owner and Second Owner hereby indemnify and agree to keep the Purchasers saved, harmless and indemnified against all actions, proceedings, claims, demands, costs and/or expenses that the Purchasers may suffer or incur hereafter by virtue of any claim of any nature whatsoever in respect of any liabilities arising in connection with the Composite Unit or any part thereof, statutory or contractual, owing to the First Owner and

Second Owner, and the First Owner and Second Owner hereby undertake and covenant to forthwith pay, reimburse and/or make good such losses, expenses and/or costs incurred by the Purchaser.

6.15 Indemnity by the Purchasers: The Purchasers hereby indemnify and agree to keep the First Owner and Second Owner, and the Association after it, saved, harmless and indemnified from any losses due to any act or negligence of the Purchasers, their servants, employees, agents, visitor and/or occupiers of the Subject Unit/Apartment in the user of the Common Portions and/or the Building and/or any other part or portions thereof and the Purchasers hereby further undertake and covenant to forthwith pay, reimburse and/or make good such losses, expenses and/or costs incurred by the First Owner and Second Owner or the Association, as the case may be.

Schedule-A
(Devolution of Title of the Vendor)

Part-I
(First Premises – 36, Elliot Road, Kolkata)

1. One Netye Chandra Mandal (hereafter "**Netye**") had purchased various plots of land in C.S. Dag No.348 and 349, Khatian No.1271, in Mouza Kasba, J.L. No.13, Touzi No.340-342, Police Station then Tollygunge now Kasba, District then 24 Parganas and now South 24 Parganas (hereafter "**Netye Land**") by two several deeds, details whereof are as follows:
 - 1.1 Conveyance dated 14th June, 1918, registered with the Registrar of Assurances, Calcutta in Book No.I, Volume No.5, Pages 252 to 267, Being No.2526 for the year 1918.
 - 1.2 Bengali Sale Deed dated 13thAswin 1326 B.S. registered with the Registrar of Assurances, Calcutta in Book No. I, Volume No.150, Pages 119 to 126, Being No.5116 for the year 1919.
2. Netye had thereafter obtained a '*Mourasi Mokarari Patta*' in respect of the Netye Land from the superior landlords Kishori Mohon Bandopadhyay and others by a Deed dated 22nd March, 1920 registered with the Registrar of Assurances,

Calcutta in Book No. I, Volume No.63, Pages 64 to 67, Being No.1654 for the year 1920.

3. The Netye Land was originally part of Premises No.1, Bediadanga Road. It was subsequently numbered as Premises No.3, Bedidanga Road under the Tollygunge Municipality and later as 3, Girindra Shekhar Bose Road with the then Corporation of Calcutta which is now the Kolkata Municipal Corporation.
4. Netye, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate in 1950 leaving behind him surviving his two sons Kanak Bhusan Mondal (hereafter "**Kanak**") and Sashi Bhusan Mondal (hereafter "**Sashi**") as his only legal heirs who thus jointly and in equal shares became, inter alia, the owners of the Netye Land.
5. Kanak died intestate leaving behind him surviving his widow Protiva Sundari Mondal (hereafter "**Protiva**") and four sons Nirmal Chandra Mondal (hereafter "**Nirmal**"), Amal Chandra Mondal (hereafter "**Amal**"), Shyamal Chandra Mondal (hereafter "**Shyamal**") and Malay Chandra Mondal (hereafter "**Malay**") as his legal heiress and heirs who thus jointly became entitled to one-half undivided share in the Netye Land.
6. By a Deed of Settlement dated 1st September, 1969 registered with the Sub-Registrar at Alipore in Book No. I, Volume No. 91, Pages 76 to 84, being No. 4656 for the year 1969, Sashi had settled his undivided one-half share in the Netye Land (hereafter the "**Trust Property**") in a trust (hereafter the "**Trust**") which, inter-alia, provided that:
 - 6.1 The two trustees of the Trust (hereafter the "**Trustees**") would be Barun Chandra Mandal (hereafter "**Barun**") and Smt. Dipty Roy (hereafter "**Dipty**").
 - 6.2 The Trustees would be entitled to sell the Trust Property with joint concurrence and on such terms and conditions as they would think fit and proper.

- 6.3** In the event any of death of any of the Trustees or refusing or becoming unfit or becoming incapable to act as such, a new trustee might be appointed in his or her place by the surviving or the continuing Trustee.
- 7.** Barun having refused to act further as a Trustee, by a Deed of Discharge of trustee and Relinquishment of Right dated 7th November, 1973 registered with the Sub-Registrar of Alipore in Book No. I, Volume No. 119, Pages 33 to 38, being No. 5043 for the year 1973, it was, inter-alia, declared that:
- 7.1** Barun had retired as a Trustee and all his rights, title and/or interests in the Trust Property vested in Dipty, the continuing Trustee, and she became the sole Trustee.
- 7.2** Barun disclaimed and forever relinquished in favour of Dipty his right to concur to sell the Trust Property and Dipty alone could sell the Trust Property or any portion thereof.
- 8.** In these circumstances, Protiva, Nirmal, Amal, Shyamal, Malay and Dipty becoming collectively entitled to sell the Netye Land and by a Conveyance dated 23rd April, 1974, registered with the Sub-Registrar of Alipore in Book No. I, Being Deed No.2863 for the Year 1974, jointly sold to Sardar Bachan Singh (hereafter "**Bachan**") and his wife Bhagwan Kaur (hereafter "**Bhagwan**") a portion from the north east side of the Netye Land measuring about 18 (eighteen) Cottahs and 14 (fourteen) Chittacks with a dilapidated tin roofed structure thereon, which portion is the "**Premises**" described in **Schedule-B** and was subsequently re-numbered as 3F, Dr. Girindra Sekhar Bose Road, Kolkata – 700 039 *together with* the right to use the 33 (thirty-three) feet wide common passage to the west of the Premises (hereafter the "**Common Passage**") from Dr. Girindra Shekhar Bose Road to the end of the Premises.
- 9.** Bachan and Bhagwan had put up some temporary structures having brick built walls with tin and asbestos sheds at the Premises measuring about 3,000 (three thousand) Square Feet (hereafter the "**Existing Structures**") for letting out on tenancy. The Premises, the Existing Structures and the right to use the Common Passage hereafter collectively called the "**Said Property**".

- 10.** After completion of such construction, Bachan and Bhagwan had inducted 4 (four) tenants at the Said Property (hereafter the "**Tenants**") being Jhantoo Sharma (hereafter the "**First Tenant**"), Kanwar Sain Varma (hereafter the "**Second Tenant**"), T.S. Matharu (hereafter the "**Third Tenant**") and Bhikari Shaw (hereafter the "**Fourth Tenant**") and.
- 11.** Bachan had expired testate on 30th May, 1985 after making and publishing his last Will and Testament dated 17th February, 1981 by which he had bequeathed his undivided one-half share in the Said Property in favour of his wife Bhagwan and the Letter of Administration in respect of the said Last Will and Testament was duly granted by the Learned District Delegate, Alipore in Case No.385 of 1996 (L.A.) under Act 39. Accordingly, Bhagwan became the sole and absolute owner of the Said Property.
- 12.** Bhagwan had expired testate on 30th January, 2002 after making and publishing her Last Will and Testament dated 13th August, 2001 by which she had bequeathed the Said Property in favour of her three grandsons namely Kulwant Singh (hereafter "**Kulwant**"), Inderjit Singh (hereafter "**Inderjit**") and Prabhjot Singh (hereafter "**Prabhjot**"). The Probate of the Last Will and Testament of Bhagwan was granted by the Learned District Delegate, Alipore in Case No.159 of 2002 (P) under Act 39 and accordingly the Kulwant, Inderjit and Prabhjot, became the joint owners of the Said Property, each having one-third undivided share therein.
- 13.** By a Deed of Exchange dated 6th August 2002, registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, Pages 1 to 13, being Deed No.2556 for the Year 2004, Kulwant had exchanged his one-third share in the Said Property with the undivided one-third share of one Harnek Singh (hereafter "**Harnek**") in the Municipal Premises No. 3D, Dr. Girindra Sekhar Bose Road. This Exchange was confirmed by Inderjit and Prabhjot. Harnek thus became owner of one-third undivided share of the Said Property in place and stead of Kulwant and Harnek, Inderjit and Prabhjot thus became the joint owners of the Said Property each having one-third undivided share therein.

- 14.** By his letter dated 24th May, 2006 the First Tenant had surrendered his tenancy.
- 15.** By a Conveyance dated 10th March, 2008, registered with the Additional Registrar of Assurances-I, Kolkata in Book No. I, CD Volume No. 6, Pages from 7284 to 7299, being Deed No.02635 for the Year 2011, Prabhjot had sold to the Second Owner his undivided one-third share in the Said Property subject to the tenancies of the other three Tenants.
- 16.** By a Conveyance dated 11th July, 2008, registered with the ADSR Sealdah in Book No.I, CD Volume No. 2, Pages from 8518 to 8535, being Deed No. 00869 for the Year 2011, Harneck had sold to the Second Owner his undivided one-third share in the Said Property subject to the tenancies of the other three Tenants.
- 17.** By a Conveyance dated 18th July, 2008, Registered with the ADSR Sealdah, Book No.I, CD Volume No. 2, Page 8536 to 8553, being Deed No. 00870 for the year 2011 Inderjit had sold to Mrs. Davinder Kaur (hereafter "**Davinder**") his undivided one-third share in the Said Property subject to the tenancies of the other three Tenants.
- 18.** By his letter dated 31st December, 2008 the Second Tenant had surrendered his tenancy. By his letter dated 29th March, 2012 the Third Tenant had surrendered his tenancy.
- 19.** By his letter dated 30th August, 2013 the Fourth Tenant had surrendered his tenancy.
- 20.** By a Conveyance dated 20th November, 2013, Registered with ADSR, Sealdah in Book No.I, CD Volume No. 8, Pages from 7874 to 7889, being Deed No. 3882 for the year 2013, Davinder had sold her undivided one-third share in the Said Property to the First Owner.
- 21.** The First Owner and Second Owner had decided to develop the Premises and, for that purpose, had entered into a Development Agreement dated 26th November, 2013 registered with the A.D.S.R. Sealdah in Book No. I, CD Volume No. 8, Pages

9312 to 9336, being No. 03921 for the year 2013 and thereby decided that the First Owner will be entitled to have 66.67% share and Second Owner will be entitled to 33.33% share of the total saleable and common area in the newly constructed building at the Premises.

22. After sanctioning the building plan from the Kolkata Municipal Corporation the First Owner and Second Owner have signed and executed an Allocation Demarcation Agreement on 25.05.2015 whereby both the owners have mutually allocated and demarcated their respective units and car parking spaces to be constructed according to the sanction plan at the Premises as per the ratio mentioned hereinabove.

Schedule-B

[PREMISES]

ALL THAT one G+7 storied residential building consisting of several flats/units and car parking spaces lying and situated at Municipal Premises No. 3F, Dr. Girindra Sekhar Bose Road, Kolkata-700 039 having a landed area measuring about 18 Cottahs and 14 Chittacks within Police Station Kasba, District 24 Parganas (South), Ward No. 67 of the Kolkata Municipal Corporation, *together with* the right to use the 33 (thirty-three) Feet wide common passage to its West from Dr. Girindra Shekhar Bose Road to its end butted and bounded as follows:

ON THE NORTH : By Dr. Girindra Sekhar Bose Road;

ON THE EAST : By Municipal Premises No. 3, Dr. Girindra Sekhar Bose Road;

ON THE SOUTH : By Municipal Premises No. 3, Dr. Girindra Sekhar Bose Road and

ON THE WEST : Partly by the 33 Feet wide Common Passage and partly by
Municipal Premises.

Schedule-C **[Common Portions]**

1. Areas:

1.1 Open and/or covered paths and passages.

- 1.2 Lobbies.
- 1.3 Stair case and its landings.
- 1.4 Stair Head Room, Lift Machine Room, Lift Well.
- 1.5 The ultimate roof of the Proposed Building.
- 1.6 Boundary walls and main gate.
- 1.7 Rooftop Garden.
- 1.8 Gym, Security Room & Electric Room.

2. Water and plumbing:

- 2.1 Water reservoirs.
- 2.2 Water tanks.
- 2.3 Water pipes (save those inside any Unit).

3. Electrical Installations:

- 3.1 Wiring and accessories for lighting of Common Areas.
- 3.2 Electrical Installations relating to meter for receiving electricity from CESC Ltd.
- 3.3 Lifts and its machinery.
- 3.4 24 Hours Power Back-up & CCTV.

4. Drains:

- 4.1 Drains, sewers and pipes.
- 4.2 Drainage Sewerage connection with the Kolkata Municipal Corporation.

5. Others:

- 5.1 Other Common Areas and installations and/or equipments as are provided in the Premises and the Proposed Building.
- 5.2 Generator, if any.
- 5.3 Pumps and motors.

Schedule-D
[Purchaser's Covenants]

1. The Purchaser shall not:

- 1.1 Injure, harm or damage the Common Portions or any of the other Units by making any alterations or withdrawing any support or otherwise in the subject Unit.
- 1.2 Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions, save at the places earmarked therefor by the Association.
- 1.3 Place or cause to be placed any article or object in the Common Portions.
- 1.4 Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units and/or the adjoining buildings.
- 1.5 Use or allow the Unit or any part thereof to be used for any club, meeting, conference hall, school, clinic, nursing home, hospital, Guest house, boarding/lodging house, hotel, catering place, restaurant or other public purpose or non-residential purpose without approval.
- 1.6 Put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Building save at the places provided or approved therefor provided that this shall not prevent the Purchaser from displaying a small and decent name-plate outside the main door of the subject Apartment.
- 1.7 Use the Subject Parking Space, if any, for any purpose other than for parking of cars.

- 1.8 Keep, store, carry on or cause to be carried on any offensive, combustible, obnoxious, hazardous or dangerous articles in the Subject Apartment or the Common Portions as may be injurious or obnoxious to owners/occupiers of the Building.
- 1.9 Affix or draw any wire, cable, pipe from, to or through any Common Portions or outside walls of the Building or other parts of the Premises, without approval and in the event any wires are drawn directly to the Subject Apartment from the road or anywhere else, all responsibility will solely be that of the Purchaser.
- 1.10 Install any air-conditioner, except in the approved places.
- 1.11 Affix or change the design or the place of the grills, the windows or the main door of the Subject Apartment without approval of the First Owner and Second Owner or the Association, as the case may be.
- 1.12 Alter any portion, elevation or colour scheme of the Building or the Common Portions.
- 1.13 Restrict any of the other Co-Owners or occupiers of the Units the full and unrestricted enjoyment of the Easements mentioned in **Schedule-G**.
- 1.14 Partition the Subject Apartment.
- 1.15 Make any internal addition, alteration and/or modification in or about the Subject Unit save in accordance with the appropriate Building Regulations, the Rules of the Association and after obtaining appropriate sanctions from the necessary statutory authorities and a certificate from a certified structural engineer and ensure that such does not jeopardise the structural stability of the Building.
- 1.16 Claim any right of pre-emption or otherwise regarding any of the other Apartments or any portion of the Building or the Premises.

- 1.17 Make any claim of any nature whatsoever with regard to any other areas, open or covered, of or in the Premises besides the Subject Unit and the common enjoyment of the Common Portions.

2 The Purchaser shall:

- 2.1 Apply for and obtain mutation, separation and/or apportionment of the Composite Unit in their names within 3 (three) months from the date hereof in default whereof the First Owner and Second Owner, the Committee or the Association will be entitled to get the Composite Unit mutated and apportioned in the name of the Purchasers and in which case the Purchasers shall become liable to pay Rs. 21,000/- (Rupees twenty one thousand), within 7 days of being called upon to do so, as overhead expenses on this account to the First Owner and Second Owner, the Committee or the Association, as the case may be and, failure make this payment, the same will be treated as a Default Amount mutatis mutandis.
- 2.2 Pay all rates, taxes, outgoings and/or impositions levied on the Premises and/or the Building (hereafter the "**Impositions**") be proportionately till such time the Composite Unit be not separately assessed and/or mutated.
- 2.3 Proportionality pay the penalties, interest, costs, charges and/or expenses, if any, for all taxes or Impositions (hereafter the "**Penalties**").
- 2.4 Pay the Maintenance Charges and all other levies, taxes and other outgoings related to the Composite Unit, the Building and the Premises within 7 (seven) days of being called upon to do so.
- 2.5 Keep the Subject Unit and the Subject Parking Space and every part thereof and all fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean condition and in a decent and respectable manner.
- 2.6 Use the Subject Unit, the Subject Parking Space and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.

- 2.7 Install air conditioners and their water outlets only in the spaces designated therefor.
- 2.8 Use the Common Portions only for the purpose of ingress or egress, and for no other purpose whatsoever.
- 2.9 Sign such forms, give such authorities and render such co-operation as may be required by the Association for the common purposes and/or in the common interest of all the Co-Owners and/or in any way in pursuance thereof.

Schedule-E **[Management & Maintenance]**

1. In the event the Association is not formed within 6 (six) months from the date hereof, the First Owner and Second Owner in its discretion may nominate a few of the Co-Owners (hereafter the "**Committee**") to take over the Maintenance. Once the Association is formed the Committee will hand over the Maintenance to the Association.
2. The First Owner and Second Owner, the Committee or the Association, as the case may be, shall pay all rates, taxes and outgoings, including those for insurance, (hereafter the "**Outgoings**") for the Building and the Premises, which are not separately charged or assessed or levied on the Co-Owners.
3. The Association shall, upon its formation, be entitled to all the rights with regard to the Common Portions or for the common interests of the Co-owners (hereafter the "**Common Purposes**").
4. The Association shall be at liberty to pay such sums from time to time as it may deem fit and proper towards the Impositions and/or Penalties and recover the share of the Purchaser thereof from the Purchaser.
5. The Security Deposit as mentioned in Schedule - H and the Sinking Fund as mentioned in Schedule - I shall be held by the Second Owner, and the Association after it, in trust for all the Co-Owners.

6. The Co-Owners may change, alter, add to or modify the Rules of the Association and frame rules, regulations and/or bye-laws for Common Purposes and quite and peaceful enjoyment of the Co-Owners and for their mutual benefit.
7. The Association shall function at the cost of the Co-Owners and will work on the basis of advance payments and/or reimbursements of all costs including establishment costs and costs of its formation and/or operations and requirements for doing and/or making provisions for repairs, painting, replacements and renovation of first class standard and for unforeseen eventualities.
8. The Sinking Fund and the remainder of any of the Deposits, if any, that will be made over by the Second Owner to the Association shall be utilized by it only for the purpose for which the same have been made and the costs, charges and expenses to fulfill such purpose.
9. If any payment to be made, including the Outgoings, is made out of the deposits due to any default of the Purchaser, then the Purchaser shall pay such amount within 7 days of payment by the Association.
10. The Purchaser shall make all deposits or payments, called upon to do so by the First Owner and Second Owner or the Committee or the Association, as the case may be, within 7 (seven) days of the due date or of receiving demand in writing for the same.

Schedule-F **(Common Expenses)**

- 1. Maintenance:** All expenses for maintaining, operating, painting, repairing, renovating, rebuilding, reconstructing, decorating, redecorating, replacing and lighting the areas in the Common Portions.
- 2. Staff:** The salaries and all other expenses of the persons employed by the Association, including their perquisites, bonus and other emoluments and benefits.
- 3. Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including the costs of repairing, renovating and replacing the same and towards

consumption of electricity for all the Common Portions and for the Common Purposes.

- 4. Association:** Establishment and all other expenses of the Association including its formation, establishment, working capital, administrative and miscellaneous expenses.
- 5. Insurance:** Costs of insuring the Building and the Common Portions against fire, earthquake, etc.
- 6. Fire Fighting:** Cost of operating the fire fighting equipments and personnel including costs of renewal of N.O. C. from the West Bengal Fire Service as and when necessary.
- 7. Rates, taxes and other outgoings:** All rates, taxes, fees, levies and other outgoings payable to all statutory authorities or otherwise relating to the Premises as cannot to be allocated to any particular Co-Owner of any of the Units.
- 8. Reserves:** Creation of a contingency fund for replacement, renovation and other periodical expenses and generally for all the Common Expenses.
- 9. Lift:** Cost of operating the lift, the annual maintenance cost including the cost of renewal of the lift license.
- 10. Generator:** Cost of operating it, its maintenance costs and the cost of obtaining and renewal of the license.
- 11. Others:**
 - 11.1. Litigation expenses that may have to be incurred for the Common Purposes.
 - 11.2. All other expenses and/or outgoings for or relating to the Common Portions as are incurred by the Association.
- 12. Charge:** The liability for any amount becoming due and payable however shall be a charge on the Composite Unit and shall remain so until remittance in full thereof is made.

SCHEDULE-G

[Easements]

1. The Purchasers and all the other Co-Owners shall be bound by the following easements and/or conditions:

- 1.1 The right of ingress to and egress from the Subject Unit over the common areas of the Building.
- 1.2 The right of passage of wires, cables and other equipments and of utilities including connections for water, electricity, telephone, internet and all other utilities to and through the Common Portions of the Building and the Premises from ducts and spaces specifically provided therefor.
- 1.3 The right of support, shelter and protection of each portion of the Building by the other portions thereof.
- 1.4 Such rights, supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Subject Apartment or necessary for the exclusive use or enjoyment thereof by the Co-Owners in common with each other subject however to the conditions contained elsewhere herein.
- 1.5 The right of the Co-Owners, with or without workmen, and necessary materials to enter into all parts of the Building, including all the Apartments therein for repairs at day time upon giving 48 (forty-eight) hours prior notice to the persons affected thereby *provided however* that no prior notice or timing shall be required in emergent circumstances.

SCHEDULE-H

[SECURITY DEPOSIT]

PART-I

[Maintenance Deposit]

Rs. _____/- (Rupees _____ only).

PART-II

[Deposit for Rates & Taxes]

Rs. _____/- (Rupees _____ only).

SCHEDULE-I

[Sinking Fund]

Rs. _____/- (Rupees _____ only).

SCHEDULE-J

[Consideration]

Rs. _____/- (Rupees _____ only).

SCHEDULE-K
[Subject matter of Sale]
[Composite Unit]
PART-I
[Subject Apartment]

The Unit No. having a Carpet Area measuring about Sq.Ft. (Super Built-Up area of about Sq. Ft.) on the Floor consisting of Bed rooms, Bath cum Privy(s), kitchen, dining cum living room and Balcony(s) having tile flooring situated in the building named "**EKAM AMAR SANSAR**" being a part of First Owner's Allocation constructed at the Premises described in **Schedule-B**, bordered '**Red**' in the annexed **Plan-A**.

PART-II
[Subject Parking Spaces]

The right to park (.....) car(s) on the ground floor in the Open/covered space bordered '**Red**' in **Plan-B** measuring about 135 Sq.ft. Super Built up area being a part of First Owner's Allocation.

TOGETHER WITH

The proportionate undivided, indivisible and singly non-transferable share in the land comprised in the Premises described in **Schedule-B**.

TOGETHER WITH

The proportionate, undivided, indivisible and singly non-transferable share of the Common Portions mentioned in **Schedule-C**.

WHERE

The term *proportionate* shall mean the proportion the Apartment Area mentioned in **Part-I** of this **Schedule** will bear to the Apartment Areas of all the Apartments in the building to be constructed at the Premises described in **Schedule-B**.

1. Execution: In witness whereof the Parties have executed these presents at
Kolkata on the day, month and year first above written.

Signed and **delivered** by the
within named **First Owner** in the
presence of:

FIRST OWNER

Signed and **delivered** by the
within named **Second Owner** in
the presence of:

SECOND OWNER

Signed and **delivered** by the within
named **Purchaser** in the presence of:

PURCHASER

Drafted by

Advocate

Receipt & Memo of Consideration

The Developer confirms having received from the Purchasers the full Consideration amount of **Rs./- (Rupees only).**

WITNESS:

1.

2.

FIRST OWNER