

CONVEYANCE

1. Date: _____
2. Place: Kolkata
3. Parties
 - 3.1 Sri JayantaChowdhury, son of Late RaiSudhendraNathChowdhury, residing at 200A, S.P. Mukherjee Road, Kolkata-700 026, Post Office Kalighat, Police Station Tollygunge [PAN ACNPC6461G]
 - 3.2 Sri SudiptoChowdhury, son of Late SoumendraNathChowdhury, residing at 200A, S.P. Mukherjee Road, Kolkata-700 026, Post Office Kalighat, Police Station Tollygunge [PAN ABXPC3311J]
 - 3.3 Smt. PurnaChowdhury, daughter of Late DebendraNathBhattacharjee and wife of Late SoumendraNathChowdhury, residing at 200A, S.P. Mukherjee Road, Kolkata-700 026, Post Office Kalighat, Police Station Tollygunge [PAN AGPPC 8438F]
(collectively Owners, includes successor-in-interest and assigns)

The Owners being represented by their power of attorney-holders, namely (1)DipanjaiBhattacharjee, son of Late LokenathBhattacharjee, of 84, B. T. Road, Kolkata-700090, Post Office Noapara, Police Station Baranagar[PAN AIKPB3840P] and (2)Manish Kakrania, son of Devi Prasad Kakrania, of Flat 3B, 3rd Floor, Palacio Building, 6 Queens Park, Kolkata-700019, Post Office and Police Station Ballygunge [PAN AFXPK4182R]

And

- 3.4 Prakriti Eminent Heights LLP, a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act 2008 (LLPIN AAC5806), having its registered office at Onex Square, 5th Floor, 75, Shakespeare Sarani, Kolkata-700017, Post Office Circus Avenue, Police Station Beniapukur(PAN AARFP2144F), being represented by its designated partners, namely, (1)DipanjaiBhattacharjee, son of Late LokenathBhattacharjee, of 84, B. T. Road, Kolkata-700090, Post Office Noapara, Police Station Baranagar[PAN AIKPB3840P] and (2)Manish Kakrania, son of Devi Prasad Kakrania, of Flat 3B, 3rd Floor, Palacio Building, 6 Queens Park, Kolkata-700019, Post Office and Police Station Ballygunge [PAN AFXPK4182R]
(Developer, includes successor-in-interest and assigns)

And

3.5 _____, son of _____, residing at

[PAN _____]
(Buyer, includes successors-in-interest)

Owners and Developer collectively Sellers

Owners, Developer and Buyer referred to as such or as Party and collectively Parties.

NOW THIS CONVEYANCE WITNESSES AS FOLLOWS:

4. Subject Matter of Conveyance

4.1 Said Flat: Residential Unit No. _____, _____ floor, having a built-up area approximately _____ (_____) square feet, super built-up area approximately _____ (_____) square feet and carpet area approximately _____ (_____) square feet, together with exclusive balcony or exclusive verandah area measuring about _____ (_____) square feet and exclusive terrace area measuring about _____ (_____) square feet described in Part-I of the 2nd Schedule below (Said Flat), in the proposed building named *Onex Priy* (Said Building), at Municipal Premises No. 200A, Shyamaprosad Mukherjee Road, Kolkata-700027, Police Station Tollygunge, Post Office Kalighat, within Ward No. 88 of the Kolkata Municipal Corporation, described in Part-I of the 1st Schedule below (Said Premises).

4.1.2 Land Share: Undivided, impartible, proportionate and variable share in the land comprised in the Said Premises, as is attributable to the Said Flat (Land Share). The

Land Share is/shall be derived by taking into consideration the proportion which the built-up area of the Said Flat bears to the total built-up area of the Said Building.

- 4.1.3 **Parking Space:** The right to park ____ (_____) medium sized car in the Car Parking Space in the ground floor, described in Part-II of the 2nd Schedule below (Parking Space).
- 4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as is attributable to the Said Flat (Share In Common Portions), the said common areas, amenities and facilities being described in the 3rd Schedule below (collectively Common Portions).

The Said Flat, the Land Share, the Parking Space and the Share In Common Portions, collectively described in Part-III of the 2nd Schedule below (collectively Said Flat And Appurtenances).

5. Background

- 5.1 **Ownership and Title of Sellers:** The Sellers have represented to the Buyer that by virtue of the events and in the circumstances mentioned in Part-II of the 1st Schedule below (Devolution Of Title), the Sellers became and is the absolute and undisputed owners of the Said Premises, free from all encumbrances and the Sellers are in peaceful possession thereof.
- 5.2 **Development Agreement:** With the intention of developing and commercially exploiting the Said Premises by constructing the Said Building thereon and selling the flats, and other covered and open spaces therein (Flats/Units), the have entered into a development agreement dated 18th April, 2017, registered in the Office of the A.D.S.R. Alipore, in Book No. I, CD Volume No. 1605-2017, at Pages 55010 to 55071, being Deed No. 160502117 for the year 2017 (Development Agreement) with the Developer, who is a well-known developer, to develop the Said Premises. In terms of the Development Agreement, the Developer has become entitled to sell and transfer the Flats/Units, right to Parking Spaces and other saleable spaces in the Said Building, with right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, on Revenue Sharing basis.

- 5.3 **Power of Attorney:** By a Power of Attorney dated 26th April, 2017, registered in the Office of the Additional District Sub-Registrar, Aliporein Book No. I, CD Volume No. 1605-2017, at Pages 66329 to 66361, being Deed No. 160502554 for the year 2017, the have appointed the Developer as its lawful attorney and empowered the Developer to do all acts, things and deeds in relation to develop the entire land by constructing the Said Building and to sell the Flats/Units and various saleable areas comprised in the Said Building on Revenue Sharing basis and to execute conveyance on their behalf.
- 5.4 **Sanctioned Plan:**The Developer, with the approval of the , has prepared and got a building plan sanctioned by the KMC vide Building Permit No. 2016080038 dated 6th September, 2016 for construction of the Said Building (SanctionedPlan, which includes all sanctioned/permissible vertical extensions and modifications made thereto, if any, from time to time) in the name of the for constructing the Said Building named as "Onex Prixy", thereon and sale of various flats and other covered and open spaces therein (collectively Flats/Units).
- 5.5 **Scheme:** The Developer (acting on behalf of itself and the Owners) formulated a scheme for sale of the Flats and other spaces in the Said Building to prospective buyers (Transferees).
- 5.6 **Application and Allotment:** The Buyer has applied to the Developer for purchase of the Said Flat And Appurtenances, described in Part III of the 2nd Schedule below, vide Application No. _____ dated _____ and the Developer has allotted the same to the Buyer conditional upon the Buyer entering into this Agreement.
- 5.7 **Sale Agreement:** Pursuant to the above, by an Agreement dated _____ (Sale Agreement), the Sellers have jointly agreed to convey and transfer to the Buyers the Said Flat And Appurtenances for a consolidated consideration of Rs. _____/- (Rupees _____).
- 5.8 **Construction of Said Building:** The Developer has completed the construction of the Said Building.
- 5.9 **Conveyance to Buyers:** In pursuance of the Sale Agreement, the Sellers are now completing the sale of the Said Flat And Appurtenances in favour of the Buyers, by this Conveyance.
6. **Transfer**

6.1 **Hereby Made:** The Owners hereby sell, convey and transfer to and unto the Buyers, absolutely and forever, free from all encumbrances of any and every nature whatsoever, the Said Flat And Appurtenances described in Part III of the 2nd Schedule below, being:

6.1.1 **Said Flat:** The Said Flat described in Part I of the 2nd Schedule below, being the Residential Unit No. _____, _____ floor, having a built-up area approximately _____ (_____) square feet, super built-up area approximately _____ (_____) square feet and carpet area approximately _____ (_____) square feet together with together with exclusive balcony or exclusive verandah area measuring about _____ (_____) square feet and exclusive terrace area measuring about _____ (_____) square feet described in the proposed Said Building named *Onex Privy* situated at the Said Premises, described in the 1st Schedule below, being Municipal Premises No. 200A, Shyama Prasad Mukherjee Road, Kolkata-700027, Police Station Tollygunge, Post Office Kalighat, within Ward No. 88 of the KMC.

6.1.2 **Land Share:** The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Premises, described in the 1st Schedule below, as is attributable to the Said Flat.

6.1.3 **Parking Space:** The Parking Space described in Part II of the 2nd Schedule below, being the right to park ____ (____) medium sized car in the Car Parking Space in the ground floor of the Said Building for parking of a medium sized motor vehicle.

6.1.4 **Share In Common Portions:** The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building, described in the 3rd Schedule below, as is attributable to the Said Flat.

7. Consideration

7.1 **Total Consideration:** The aforesaid transfer of the Said Flat and Appurtenances based on the carpet area is being made in consideration of a sum of Rs. _____/- (Rupees _____)
(Total Consideration), which has been paid by the Buyers to the Developer and the

Developer hereby and by the Receipt and Memo of Consideration below, admit and acknowledge the same.

8. Terms of Transfer

8.1 Salient Terms: The transfer of the Said Flat And Appurtenances being effected by this Conveyance is:

8.1.1 Sale: a sale within the meaning of the Transfer of Property Act, 1882.

8.1.2 Absolute: absolute, irreversible and for ever.

8.1.3 Free from Encumbrances: free from all claims, demands, encumbrances of any and every nature whatsoever including but not limited to mortgages, charges, liens, attachments, *dispendens*, uses, *debutters*, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, reversionary rights and residuary rights.

8.2 Subject to: The transfer of the Said Flat And Appurtenances being effected by this Conveyance is subject to:

8.2.1 Payment of Rates And Taxes: the Buyers, at all times from the Possession Date (defined in Clause 9.1 below), regularly and punctually making payment of all the municipal rates and taxes and other outgoings including cess, multi-storied building tax, water tax, Urban Land Tax, if any, service tax and other levies, impositions and outgoings (collectively Rates And Taxes) which may from time to time be imposed or become payable in respect of the Said Flat as a whole and proportionately for the Said Building and the Common Portions, and until mutation is effected in the names of the Buyers, the Buyers shall be liable to make such payment to the Sellers or upon formation, to the body of co-owners of the Said Building (Association).

8.2.2 Payment of Maintenance Charges: the Buyers, at all times from the Possession Date, regularly and punctually making payment of all expenses for maintenance and upkeep of the Common Portions (collectively Common Expenses/Maintenance Charges), more fully described in the 4th Schedule below. The payment shall be made

by the Buyers to the Association or the Facility Manager and shall be on monthly basis, proportionate to the area of the Said Flat.

- 8.2.3 **Indemnification by Buyers:** indemnification by the Buyers about the Buyers faithfully and punctually observing and performing all Covenants (defined in Clause 8.2.5 below), stipulations and obligations required to be performed by the Buyers. The Buyers also agree to keep indemnified the Sellers and the Association and/or their successors-in-interest of from and against any losses, damages, costs, charges and expenses which may be suffered by the Sellers and the Association and/or their successors-in-interest by reason of any default of the Buyers in respect of mutation and payment of Rates And Taxes and Maintenance Charges.
- 8.2.4 **Easements And Quasi-easements:** the Buyers observing, performing and accepting the easements, quasi-easements and other stipulations (collectively **Easements And Quasi-easements**), more fully described in the 5th Schedule below.
- 8.2.5 **Observance of Covenants:** the Buyers observing, performing and accepting the stipulations, regulations and covenants (which shall, at all times hereafter run with the ownership and possession of the Said Flat And Appurtenances) (collectively **Covenants**), more fully described in the 6th Schedule below.

9. **Possession**

- 9.1 **Delivery of Possession:** *Khas*, vacant, peaceful and physical possession of the Said Flat And Appurtenances has already been handed over by the Sellers to the Buyers on an earlier date (**Possession Date**), which the Buyers admit, acknowledge and accept.
- 9.2 **Buyers Entitled:** The Sellers hereby covenant that the Buyers shall and may, from time to time and at all times hereafter, peacefully and quietly enter into, hold, possess, use and enjoy the Said Flat And Appurtenances and every part thereof and receive rents, issues and profits thereof and all other benefits, rights and properties hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be unto and to the Buyers, without any lawful eviction, hindrance, interruption, disturbance, claim or demand whatsoever from or by the Sellers or any persons lawfully or equitably claiming any right or estate therein from under or in trust for the Sellers.

10. **Outgoings**

- 10.1 **To be Paid with Reference to Possession Date:** The Rates And Taxes and Maintenances Charges of or on the Said Flat And Appurtenances, relating to the period till the Possession Date, whether as yet demanded or not, shall be borne, paid

and discharged by the Sellers and from the Possession Date the same shall be borne, paid and discharged by the Buyers.

11. Further Acts

11.1 **Sellers to do:** The Sellers hereby covenant that the Sellers or any person claiming under them, shall and will from time to time and at all times hereafter, upon every request and at the cost of the Buyers and/or successors-in-interest of the Buyers, do and execute or cause to be done and executed all such acts, deeds and things for further or more perfectly assuring the title of the Buyers to the Said Flat And Appurtenances.

12. General

12.1 **Conclusion of Contract:** The Parties have concluded the contract of sale in respect of the Said Flat And Appurtenances by this Conveyance after having exhaustively and comprehensively satisfied each other with regard to their respective rights, duties and obligations, statutory as well as contractual. Hence, any claim, under law or equity, shall be barred and shall not be maintainable by the Parties against each other in future.

12.2 **Exclusion of Liability:** The Buyers acknowledge that they have examined the entirety of the Said Building and the Said Flat and facilities provided thereat and the Sellers in no event shall be responsible to the Buyers or to anybody else, expressly or impliedly, for any accident or any damage or loss of any property belonging to the Buyers.

13. Interpretation

13.1 **Headings:** The headings in this Conveyance are inserted for convenience only and shall be ignored in construing the provisions of this Conveyance.

13.2 **Definitions:** Words and phrases have been defined in this Conveyance by bold print and by putting them within brackets. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

**1st Schedule
Part-I
(Said Premises)**

Land with structures measuring about 21 (twenty one) *cottah* 9 (nine) *chittack* and 5 (five) square feet situate, lying at and being Municipal Premises No. 200A, ShyamaProsad Mukherjee Road, within the Municipal limits of Kolkata, Police Station Tollygunge, Sub-Registry Alipore, within Ward No. 88 of the Kolkata Municipal Corporation and butted and bounded as follows:

On The North	:	By Tipu Sultan Road
On The East	:	By ShyamaProsad Mukherjee Road
On The South	:	By the said passage forming part of the Said Premises and thereafter by Premises No. 200X, S.P. Mukherjee Road
On the West	:	By Premises No. 59/2A, Protapaditya Road

**Part-II
(Devolution Of Tide)**

1. A two-storied building and land appurtenant thereto admeasuring about 21 Cottahs 9 Chittacks and 5 Square feet forming part of the Municipal Premises No. 200A,

SiyamaProsad Mukherjee Road, within the Municipal limits of Kolkata, Police Station Tollygange, Sub-Registry Alipore, was owned by Late Mayabati Devi, wife of RajatindraNathChowdhury (Settlor) and Late RaiSudhindraNathChowdhury, her son in equal proportion. The Said Premises is more fully and particularly described in the Part I of the Ist Schedule above.

2. The said Settlor, by a Bengali deed of settlement dated September 5, 1958 and registered in the office of the Sub-Registrar, Alipore in Book I, Volume 138, Pages 129 to 135, being No.7796 for the year 1958 (Deed of Settlement) created a trust and settled the properties mentioned in the Schedule 'Ka' to 'Ga' of the said Deed of Settlement including the Said Premises for the benefit of her grandsons being, SoumendraNathChowdhury (since deceased), KalyanChowdhury (since deceased) and JayantaChowdhury, the three sons of her said son, RaiSudhindraNathChowdhury. The Settlor also appointed her said son, RaiSudhindraNathChowdhury as trustee of the said trust.
3. By the Deed of Settlement, the Settlor had provided that on the death of the Settlor, the said trustee may at any time thereafter in his absolute discretion divide and distribute the properties mentioned in the schedule therein amongst the beneficiaries namely the said three grandsons of the Settlor in equal shares to be held and enjoyed by them as absolute property of each of them.
4. The said Settlor died on May 9, 1976.
5. The said KalyanChowdhury, one of the beneficiaries under the Deed of Settlement died unmarried and intestate on November 13, 1970 leaving behind him, the trustee being his father as his sole heir. The said KalyanChowdhury's mother having predeceased him on or about April 13, 1964, on his demise his undivided share or interest as a beneficiary under the Deed of Settlement vested in the trustee as his sole heir. Thus, the trustee in his capacity as the heir of KalyanChowdhury became entitled to another 1/3rd share of the properties comprised in the schedule of the Deed of Settlement.
6. The said SoumendraNathChowdhury, one of the beneficiaries under the Deed of Settlement also died intestate on July 10, 1979 leaving behind his widow, said Smt. PurnaChowdhury and his only son, SudiptendraNathChowdhury also known as SudiptoChowdhury as his only legal heirs surviving and being seized and possessed (inter alia) of his beneficial undivided share or interest under Deed of Settlement in the properties mentioned in the schedule to the Deed of Settlement.
7. Thus the heirs and legal representatives of said Late SoumendraNathChowdhury being Smt. PurnaChowdhury and his only son said SudiptendraNathChowdhury also known as SudiptoChowdhury, have become vested with the undivided beneficial interest of their late husband and father respectively, i.e. said

SoumendranathChowdhury in the properties mentioned in the schedule of the Deed of Settlement.

8. In exercise of the power vested in the trustee under the Deed of Settlement and all other powers enabling him to do so, the trustee had decided to bring an end to the trust created by the Settlor by transferring to each group of beneficiaries the properties mentioned in the schedule of the Deed of Settlement and with a view, to distribute the properties and fund in three parcels, each part whereof was intended to be transferred to the beneficiaries as hereinbefore mentioned, separately to be held by them in lieu of their respective shares as the absolute property of them, free of any trust or obligations created by the Deed of Settlement hereinbefore mentioned.
9. By way of a Deed of Transfer dated March 30, 1981 and registered in the Office of the Registrar of Assurances, Calcutta in Book I, Volume 139, Pages 25 to 34, being No.2764 for the year 1981, the trustee transferred unto JayantaChowdhury undivided $\frac{1}{3}$ rd portion of Late Mayabati Devi's share in the Said Premises which amounted to undivided $\frac{1}{6}$ th share of the Said Premises.
10. By way of a Deed of Transfer dated March 30, 1981 and registered in the Office of the Registrar of Assurances, Calcutta in Book I, Volume 152, Pages 48 to 56, being No.2763 for the year 1981, the trustee transferred unto Smt. PurnaChowdhury and SudiptoChowdhury undivided $\frac{1}{3}$ rd portion of Late Mayabati Devi's share in the Said Premises which amounted to undivided $\frac{1}{6}$ th share of the Said Premises.
11. By way of an unregistered Deed of Transfer dated March 30, 1981, RaiSudhindranathChowdhury in his capacity as the trustee transferred unto himself (as a beneficiary) undivided $\frac{1}{3}$ rd portion of Late Mayabati Devi's share in the Said Premises which amounted to undivided $\frac{1}{6}$ th share of the Said Premises. He thus became the owner of $\frac{2}{3}$ rd undivided share of the Said Premises.
12. It has been a term of the transfer mentioned above that each of the beneficiary out of their separate estate and/or out of the estate now transferred to them as absolute estate will meet and pay all liabilities in respect of the properties transferred to each of them namely, the municipal rates and taxes, income-tax, wealth-tax and various other outgoings connected with the estate as the same cannot be immediately discharged and satisfied and would have to be so done on determination of such liability and demand in respect of them.
13. Thus, in the manner mentioned hereinabove, Smt. PurnaChowdhury and Sri SudiptoChowdhury jointly became the owners, inter alia of $\frac{1}{6}$ th undivided share of the Said Premises. Sri JayantaChowdhury became the owner of undivided $\frac{1}{6}$ th share of the Said Premises. RaiSudhindranathChowdhury (since deceased) became owner of undivided $\frac{2}{3}$ rd share of the Said Premises.

14. Late RaiSudhindraNathChowdhury had duly made and executed his last Will and testament in Bengali language and character on June 9, 1964 at his place of residence at 200A, Shyama Prasad Mukherjee Road, Kolkata - 700 026.
15. The said Late RaiSudhindraNathChowdhury had, by the said Will, appointed his eldest son RaiSoumendranathChowdhury as the sole executor thereof, who has since died in July 10, 1979 without having proved the said Will.
16. RaiSudhindraNathChowdhury, being a Hindu governed by Dayabhaga School of Hindu Law died testate on February 27, 1989. The following persons are his heirs and successors on whom the estate of the deceased would have devolved in case of intestacy under the Hindu Succession Act, 1956.

Sl. No.	Name	Relation	Address
(i)	RaiSoumendranathChowdhury (died intestate leaving behind him surviving: Wife-Smt. PurnaChowdhury Son-SudiptoChowdhury)	Son Daughter-in-law Grand-son	200A, S.P. Mukherjee Road, Kolkata- 26 -Do- -Do-
(ii)	RaiKalyanChowdhury (died unmarried intestate)	Son	-Do-
(iii)	Rai JayantaChowdhury	Son	-Do-
(iv)	Smt. Subhra Banerjee	Married daughter	1/13, Surya Nagar, N.S.C. Bose Road, Kolkata - 700 040.

17. Sri SudiptoChowdhury filed an application for grant of Letters of Administration in respect of the estate of RaiSudhindraNathChowdhury, being P.L.A. No. 151 of 2005 before the Hon'ble High Court at Calcutta by virtue of the last Will and testament dated June 9, 1964 of Late RaiSudhindraNathChowdhury.
18. Of the above named legal heirs of Late RaiSudhindraNathChowdhury, his youngest son JayantaChowdhury and his daughter-in-law, Smt. PurnaChowdhury, have consented to the Letters of Administration being granted to Sri SudiptoChowdhury, son of Late RaiSoumendranathChowdhury.
19. There were two attesting witnesses who signed the Will of the said deceased. However, both of them had already died. The execution of the said Will and testament dated June 9, 1964 was proved by the declaration made by Smt. PurnaChowdhury, the daughter-in-law of the deceased, being the attending witness of the said Will, at the foot of the petition for grant of Letters of Administration who was present at the time of execution of the said Will and testament by the said deceased above named on June 9, 1964.

20. A caveat in the said P.L.A. No. 151 of 2005 was filed by Smt. Subhra Banerjee, married daughter of RaiSudhindraNathChowdhury residing at 1/13, Surya Nagar, N.S.C. Bose Road, Kolkata - 700 040. An Affidavit in support of caveat was also filed by the said Smt. Subhra Banerjee.
21. Due to indifferent health, the said Smt. Subhra Banerjee did not want to proceed further with the legal dispute with her kith and kin. Under such circumstances, parties to P.L.A. No. 151 of 2005 intended to settle the dispute among themselves in accordance with the terms and conditions mentioned in the terms of settlement dated January 21, 2013 ("Terms of Settlement") wherein it had been agreed between the Owners and Smt. Subhra Banerjee inter alia that Smt. Subhra Banerjee shall relinquish all her claims and interest in the estate of RaiSudhindraNathChowdhury and that the Owners shall jointly become the absolute owners of the same.
22. In terms of such mutual arrangement between the Owners and Smt. Subhra Banerjee, the Terms of Settlement was filed in the ongoing proceedings of P.L.A. No. 151 of 2005 and the Owners and Smt. Subhra Banerjee filed an application before the Hon'ble High Court at Calcutta to grant a Letters of Administration and record the compromise in the said P.L.A. No. 151 of 2005 recording withdrawal of the caveat and the affidavit filed by Smt. Subhra Banerjee in the said matter.
23. The Hon'ble High Court at Calcutta, on June 25, 2014 was pleased to grant Letters of Administration in the goods of Late RaiSudhindraNathChowdhury to Sri SudiptoChowdhury in terms of the last Will and testament of Late RaiSudhindraNathChowdhury, deceased dated June 9, 1964 and P.L.A. No. 151 of 2005 was accordingly disposed of.
24. In terms of the said Will of RaiSudhindraNathChowdhury, his three sons being SoumendraNathChowdhury (since deceased), KalyanChowdhury (since deceased) and JayantaChowdhury were entitled to receive inter alia his share in the Said Premises in equal shares. As mentioned above, KalyanChowdhury had died intestate prior to the death of Late RaiSudhindraNathChowdhury without leaving behind any legal heir and SoumendraNathChowdhury had also pre deceased Late RaiSudhindraNathChowdhury leaving behind his legal heirs, PurnaChowdhury (wife) and SudiptoChowdhury (son). Thus as per the provisions contained in the said last Will and testament dated June 9, 1964 of Late RaiSudhindraNathChowdhury, his undivided $\frac{2}{3}$ share in the Said Premises was divided in the following manner:
 - (i) PurnaChowdhury and SudiptoChowdhury jointly became entitled to $\frac{1}{2}$ (one half) of RaiSudhindraNathChowdhury's undivided $\frac{2}{3}$ (two third) share in the Said Premises i.e. undivided $\frac{1}{3}$ (one third) share in the Said Premises; and

- (ii) JayantaChowdhury became entitled to the remaining $\frac{1}{2}$ (one half) of RaiSudhintraNathChowdhury's undivided $\frac{2}{3}$ ' (two third) share in the Said Premises i.e. undivided $\frac{1}{3}$ ' (one third) share in the Said Premises.
25. Thus, in view of the above, the Owners have jointly become absolute owners of the Said Premises in the ration given hereunder:
- (i) JayantaChowdhury: owner of undivided $\frac{1}{2}$ or 50% share in the Said Premises;
- (ii) PurnaChowdhury and SudiptoChowdhury: jointly owner of undivided $\frac{1}{2}$ or 50% share in the Said Premises.
26. The Owners have duly recorded and mutated their names in the records of the Kolkata Municipal Corporation and is presently assessed as Assessee No: 110881800366.
27. In the circumstances, the Owners have become the absolute owners of the Said Premises, free from all encumbrances whatsoever.

2nd Schedule
Part-I
(Said Flat)

ResidentialUnitNo. _____, _____ floor, having a built-up area approximately _____ (_____) square feet, super built-up area approximately _____ (_____) square feet and carpet area approximately _____ (_____) square feet, together with exclusive balcony or exclusive verandah area measuring about _____ (_____) square feet and exclusive terrace area measuring about _____ (_____) square feet comprised in the Said Building named *Onex Privy*; delineated on the Plan annexed hereto and bordered in colour Red thereon.

Part-II
(Parking Space)

The right to park ___ (____) medium sized car in the car parking space in the ground floor.

Part-III
(Said Flat And Appurtenances)
[Subject Matter of Sale]

The Said Flat, being the flat described in Part-I of the 2nd Schedule above.

The right to park in the Parking Space, being the Parking Space described in Part-II of the 2nd Schedule above.

The Land Share, being undivided, impartible, proportionate and variable share and/or interest in the land comprised in Said Premises described in Part-I of the 1st Schedule above, as is attributable to the Said Flat.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the 3rd Schedule below, as is attributable to the Said Flat, subject to the terms and conditions of this Agreement.

3rd Schedule
(Common Portions)

Common Portions as are common between the co-owners of the Said Building:

- Open and/or covered paths and passages inside the Said Building.
- Boundary wall around the periphery of the Said Premises and decorative gates for ingress and egress to and from the Said Premises.
- Lobby at the ground level of the Said Building
- Lobbies on all floors and staircase(s) of the Said Building
- Space for community hall.
- Swimming Pool on roof top.
- Well-equipped indoor gymnasium.
- Landscaped area, if any.

- Staircases
- Lift(s) and lift lobbies
- Lift(s) and allied machineries in the Said Building.
- Fire Escapes
- Common entrance and exit of the Said Building
- The common basements, terraces, parks, play areas, open parking areas
- The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward stalls or for the lodging of community service personnel.
- Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating.
- Water supply system for supply of water.
- Main sewer, drainage and sewerage pits and evacuation pipes in the Said Building.
- Pumps and motors for water supply system for the Said Building and Common Portions.
- Wiring and accessories for lighting of Common Portions of the Said Building.
- Lighting arrangement at the entrance gate and passages within the Said Building.
- Installation relating to sub-station and common transformer for the Said Building.
- Intercom facility in each Flat connected to the main gate.
- Common fire fighting equipment for the Said Building as directed by the Director of West Bengal Fire Services.
- Other areas and/or installations and/or equipment as are provided in the Said Building for common use and enjoyment.

4th Schedule
(Common Expenses/Maintenance Charges)

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions at the Said Building, including the exterior or interior (but not inside any Flat) walls of the Said Premises.

6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions at the Said Building, including lifts, generator, changeover switches, CCTV (if any), EPABX (if any), pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions at the Said Building level.
7. **Rates and Taxes:** Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Said Building save those separately assessed on the Buyer.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

5th Schedule
(Easements and Quasi-Easements)

1. **Mutual Easements:** The Buyers and the other co-owners shall allow each other and the Sellers, the following Easements And Quasi-easements and in turn, the Buyers shall also be entitled to the same:
 - 1.1 **All Right of Easements:** All rights, privileges, vertical and lateral supports, easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Flat And Appurtenances or therewith usually held, used, occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereafter more fully specified excepting and reserving unto the Sellers and the Association the rights, easements, quasi-easements, privileges and appurtenances described below.
 - 1.2 **Right of Access:** Right of access and passage in common with the Sellers and the Association and/or the co-owners and occupiers of the Said Building at all times and for all normal and lawful purposes connected with the use and enjoyment of the staircase, lifts and electrical installations and all other covered common areas, installations and facilities in the Said Building and the Said Premises.

- 1.3 **Right of Support:** Right of support shelter and protection of the Said Flat by or from all parts of the Said Building so far they now support shelter or protect the same.

- 1.4 **Right of Passage:** Right of passage in common as aforesaid of electricity, water and soil from and to the Said Flat through pipes, drains, wires and conduits lying or being in, under, through or over the Said Building and the Said Premises so far as may be reasonably necessary for the beneficial occupation of the Said Flat and for all purposes whatsoever.

2. **Reserved Easements And Quasi-easements:** The following rights, easements, quasi-easements, privileges and appurtenances are reserved for the Sellers and the Association:
 - 2.1 **Right in Common:** Right in common with the Buyers and/or other person or persons entitled to the other part or parts of the Said Building as aforesaid for the ownership and use of Common Portions of the Said Building including its installations, staircases, open spaces in the ground floor, covered spaces, electrical installations and other passages.

 - 2.2 **Right of Passage:** Right of passage in common with the Buyers and other person or persons as aforesaid for electricity, water and soil from and to any part (other than the Said Flat) or the other part or parts of the Said Building through or over the Said Flat so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Said Building for all purposes whatsoever.

 - 2.3 **Right of Protection:** Right of protection for other portion or portions of the Said Building by all parts of the Said Flat as far as they now protect the same or as may otherwise become vested in the Buyers by means of structural alterations to the Said Flat or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Said Building.

- 2.4 **Right of Ingress and Egress:** Right of the Association and/or occupier or occupiers of other part or parts of the Said Building for the purpose of ingress and egress to and from such other part or parts of the Said Building, the front entrances, staircase, electrical installations, open and covered space and other common passages or paths of the Said Building.
- 2.5 **Right of Entry:** Right of the Sellers and the Association or its agent with or without workmen and necessary materials, to enter, from time to time, upon the Said Flat for the purpose of repairing so far as may be necessary for beneficial occupation of the Said Flat and for all purposes whatsoever.

**6th Schedule
(Covenants)**

1. **Title, Plan and Construction:** The Buyers have examined or caused to be examined the following and the Buyers are fully satisfied about the same and shall not be entitled to and covenant not to raise any requisition, query, clarification or objection regarding the same and also further waive the right, if any, to do so:
- (i) the right, title and interest of the Sellers in respect of the Said Flat And Appurtenances
 - (ii) the Sanctioned Plans, sanctioned by the KMC
 - (iii) the construction and completion of the Said Building, the Common Portions and the Said Flat And Appurtenances, including the specifications as mentioned in the Sale Agreement, workmanship and structural stability certification of the Structural Engineer
 - (iv) the location of the installations and equipments.
2. **Measurement:** The Buyers have measured the area of the Said Flat and are satisfied regarding the total built-up/super built-up/carpet area of the Said Flat and agree and covenant not to ask for any details or question the computation of area or make any claims in respect thereof.
3. **Satisfaction of Buyers:** The Buyers are acquainted with, fully aware of and are thoroughly satisfied about the title of the Sellers, the Sanctioned Plans, all the background papers, the right of the Sellers to execute this Conveyance and the extent of the rights being granted in favour of the Buyers and agree and covenant not to raise any objection with regard thereto.

4. **No Partition:** The Buyers shall not, at any time, claim partition of the undivided impartible proportionate and variable share and/or interest in the land contained in the Said Premises and/or the Common Portions.
5. **Future Transfer:** Upon the execution and registration of this Conveyance in favour of the Buyers, the Buyers may deal with or dispose of the Said Flat And Appurtenances subject to the following conditions:
 - (i) **Letting Out:** In the event of the Buyers' letting out the Said Flat, the Buyers shall give 7 (seven) days prior notice to the Sellers/Association/Facility Manager giving details of the person to whom the same is being let out, including the rent and other terms and conditions, it being expressly agreed and understood that if such letting out is done prior to mutation and if there be any impact on the Rates And Taxes the Buyers shall remain liable and/or responsible for making payment of the same.
 - (ii) **Transfer:** In the event of the Buyers' selling and/or transferring and/or granting long term lease, then and in that event, it shall be obligatory on the part of the Buyers to inform the Sellers/Association in writing as the case may be and obtain no objection/ no dues certificate from the Sellers/Association.
6. **Mutation by Buyers:** The Buyers shall, within 6 (six) months from the date of execution of this Conveyance, at the Buyers' costs, apply for obtaining mutation of their names as the owner of the Said Flat And Appurtenances and until the same is not separately assessed, the Buyers shall pay the Rates And Taxes payable in respect of the Said Flat, as may be determined and fixed by the Sellers/Association/ Facility Manager, without raising any objection whatsoever.
7. **Observing Covenants of User:** The Buyers and all persons deriving title under the Buyers shall and will and at all times hereafter observe the covenants regarding the user of the Said Flat And Appurtenances mentioned in these presents.
8. **Penalty, Interest for Delay and/or Default:** In the event of non payment of the Maintenance Charges, the Buyers shall be liable to pay interest @ 24% (twenty four percent) per annum to the Sellers/Association and in the event of such default continuing for a period of 60 (sixty) days from the date it becomes due, then and in that event, without prejudice to any other rights which the Sellers/Association may

have, the Sellers/Association shall be entitled to and the Buyers hereby consent to the:

- (i) discontinuance of the supply of electricity.
 - (ii) discontinuance/disconnection of the supply of water.
 - (iii) withholding of the services of lifts to the Buyers and the members of their family and visitors and the same shall not be restored until such time the Buyers have made full payment of the amounts due with interest at the aforesaid rate.
9. **Additional Interest/Penalty:** In the event of non-payment of any of the amounts payable by the Buyers to the Sellers/Association, the Sellers/Association, as the case may be, in addition to the above, will also be entitled to an interest on the amount remaining outstanding @ 24% (twenty four percent) per annum.
10. **Formation of Association and Management:** Immediately hereafter, the Sellers shall be entitled to cause the Association to be formed for the purpose of taking control of the Common Portions and to hold the same in trust for the co-owners of the Said Building. The Buyers acknowledge that the common services and maintenance of the Common Portions are to be taken care of and/or provided by the Facility Manager to be appointed by the Sellers and the Buyers accept and consent to such appointment and such Facility Manager shall coordinate and regulate the user of the Common Portions and shall also regulate matters between the various co-owners of the Said Building and for the aforesaid purpose shall remain responsible for:
- (i) Maintaining the Common Portions, installations, utilities and amenities comprised in the Said Building and the Said Premises.
 - (ii) Rendition of common services.
 - (iii) Running of lifts and other services.

- (vii) **No Placement of Articles in Common Portions:** Create hindrance or obstruction in any manner whatsoever to other occupiers of the Said Building particularly regarding use of the Common Portions.
- (ix) **No Injury, Harm or Damage:** Damage or demolish or cause to be damaged or demolished the Said Flat or any part thereof or the fittings and fixtures affixed thereto.
- (x) **No Alteration of Elevation and Colour Scheme:** Close or permit closing of verandahs or lounges or balconies or lobbies and the Common Portions and also shall not alter or permit alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the facia of external doors and windows, including grills of the Said Flat which in the opinion of the Sellers/Association differs from the colour schemes of the Said Building or which in the opinion of the Sellers/Association may affect the elevation in respect of the exterior walls of the Said Building.
- (xi) **Grills:** Install grills which are protruding from the windows. Grills are to be fitted only inside the windows and shall be of such design and colour as shall be approved by the Sellers/Association and the place where such grills are to be affixed shall be designated or identified by the Sellers/Association.
- (xii) **Not Make Insurance Invalid:** Do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the Said Flat or any part of the Said Building or cause increased premium to be paid in respect thereof, if the Said Building is insured.
- (xiii) **No Alteration/Withdrawing Support:** Make in the Said Flat any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Sellers/Association and/or any concerned authority.
- (xiv) **No Fixing Window Antenna:** Fix or install any window antenna on the roof or terrace of the Said Building nor shall fix any antenna excepting that the Buyers shall, at their cost, be entitled to avail of facility of the central antenna to be provided by the Sellers/Association/ Facility Manager in the Said Building.

- (xv) **No Non-Residential Use:** Use the Said Flat or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use the Said Flat for any purpose which may or is likely to cause nuisance or annoyance to other occupiers of the Said Building or to the and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary, Meeting Place or for any commercial or industrial activities whatsoever.
- (xvi) **No Blocking Pathways:** Park car on the pathway or open spaces of the Said Building or at any other spaces except the space allotted and shall use the pathways as will be decided by the Sellers/Association.
- (xvii) **No Displaying/Sacrificing Animals:** Display or permit any person to display raw meat or sacrificing of animals in the Common Portions of the Said Building.
- (xviii) **No Injuring Sentiment:** Do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- (xix) **No Violating Rules:** Violate any of the rules and/or regulations laid down for user of the Common Portions by the Sellers/Association.
- (xx) **No Changing Name:** Change/alter/modify the name of the Said Building, which shall at all times, be known as *Onex Privy*.

19. **Covenants Regarding User of Parking Space:** The Buyers shall:

- (i) **User:** use the Parking Space only for the purpose of parking of car.
- (ii) **No Residence:** not permit anybody to reside in the Parking Space or use the same for any other purpose other than parking of car.
- (iii) **No Obstruction:** not park or permit anybody to park cars in the Parking Space in a manner which may obstruct the movement of other cars.

- (iv) **Cleaning:** in the event of the Buyers washing car or permitting anybody to wash car in the Parking Space then and in that event, be obliged to clean up the entire space.
 - (v) **No Covering Up:** not be entitled to cover up and/or make any construction on the Parking Space and/or open spaces.
 - (vi) **No Storage:** not store nor permit anybody to store any articles or things on the Parking Space.
 - (vii) **Observe Rules:** abide by all the rules and regulations as may be made applicable for the use of the Parking Space from time to time by the Sellers/Association.
 - (viii) **No Sub-division:** not let or part with possession of the Parking Space excepting as a whole with the Said Flat to anyone excepting to a person who owns an Flat in the Said Building and the Buyers shall, whenever demanded by the Sellers/Association, give an undertaking and sign a document of adherence that the Parking Space will be held only for the parking of cars.
20. **No Waiver:** Any delay or indulgence by the Sellers/Association in enforcing the terms of these presents or any forbearance or giving of time to the Buyers shall not be construed as a waiver of any breach nor shall the same, in any manner, prejudice to the rights of the Sellers/Association.
21. **Whole and Proportionate Payment:** Amounts expressly payable by the Buyers shall wholly be payable by the Buyers in case the same relates only to the Said Flat And Appurtenances and proportionately in case they relate to the Said Premises, the Said Building and the Common Portions.
22. **Charge:** All amounts becoming due and payable by the Buyers and the liability for the same shall be and shall remain a charge on the Said Flat/And Appurtenances.

14. Execution and Delivery

14.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

[Sellers]

[Buyers]

Witnesses:

Signature _____	Signature _____
Name _____	Name _____
Father's Name _____	Father's Name _____

Address _____ _____	Address _____ _____
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Receipt and Memo of Consideration

Received from the withinnamed Buyers the withinmentioned sum of Rs. _____/- (Rupees _____) towards full and final payment of the Total Consideration for sale of the Said Flat And Appurtenances described in Part III of the 2nd Schedule above, in the following manner:

Mode	Date	Bank	Amount (Rs.)
		Total:	

3

4

[Sellers]

Witnesses:

Signature _____	Signature _____
Name _____	Name _____