

Admission

AKR 1. Deed-04520. Year-2007. DSR III A.C. 1000



पश्चिम बंगाल WEST BENGAL

17AA 610998

10903/5221
31/08/07



reg. fee	4.00
(1) & (2)	17.00
(3)	18.00
(4)	20.00
Plan	18.00
Drawn	18.00
Total	105.00

Signature
31/08/07

INDIA

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1880

20/8/07

Dinesh Shankar Shetty
F-2, 23, Garighat Road (South)
Dhanuwa, Kat-31

REG-120 & 40

Q. 74 Y. 7510

5000) -

A. K. PURSAYA

Stamp Vendor

Allpore Office

Kolkata-21

11-00 AM 2nd

Aug

Sandoo

Ray

Sandoo

Ufara

23 AUG 2001

For: Dreams Construction

Sri Subintra Banerjee - sp.

Sri Lokshmi Narayan Banerjee

P. T. O

For Dreams Constructions

Sandoo
Proprietor

Sri Subhantra Sengupta

sp. K/o D/o

Allpore

Stage 25-

Howrah

Adm. S. S. Sengupta

by C. S. Sengupta

for Keeping

Kat-31

Ufara



(S. S. Sengupta)

DINESH SHANKAR SHETTY

Sukanya Shetty

Identified by

SUBRAK. S. S.

Adm. S. S. Sengupta

27.

by faith- Hindu, by occupation -Business, residing at 8, Dover Lane, Police Station-Gariahat, Kolkata- 700 029, hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

M/S. DREAMZ CONSTRUCTIONS, a sole Proprietorship Firm having its registered office at 30/6 Rajdanga Nabapally, Narkelbagan, Police Station-Kasba, Kolkata-700 078, represented by its sole Proprietor- **SRI SANDEEP ROY**, son of Sri Bibekananda Roy, by faith-Hindu, by occupation-Business, residing at 30/8, Rajdanga Nabapally, Narkelbagan, Police Station-Kasba, Kolkata-700 078, hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART**.

AND

(1) **SRI DINESH SHANKAR SHETTY**, Son of Sri M. Shankar Shetty, by faith- Hindu, by occupation -Service and (2) **SMT SUKANYA SHETTY**, Wife of Sri Dinesh Shankar Shetty, by faith- Hindu, by occupation - Housewife both residing at F-2, 23 Gariahat Road (South), Dhakuria, Police Station-Lake, Kolkata-700 031, hereinafter jointly called and referred to as the "**PURCHASERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed

to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS one Smt. Kalpana Rani Dutta, wife of Sri Mohanlal Dutta of 75/1, Tiljala Road, Police Station : Tollygunge, Kolkata - 700 039, by virtue of a registered Deed of Sale dated 08.02.1963, Purchased 1.86 acres of Land lying and situate in C.S. and R.S. Dag No. 4175 appertaining to C.S. Khatian No. 30, corresponding to R.S. Khatian No. 1630 of Mouza : Kasba, Collectorate Touzi No. 145, R.S. No. 230, J.L. No. 13, within Police Station formerly at Sadar Tollygunge at present Kasba, District:- South 24-Parganas, now within the territorial limits of the Kolkata Municipal Corporation (Jadavpur unit) in its Ward No. 107 from M/s. Ashoke Properties Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 10, Hastings Street, Kolkata - 700 001. The said Deed was registered at the office of Sub-Registrar at Alipore and entered in Book No. I, Volume No. 77, Page Nos. 174 to 177, Being No. 3328, for the year 1963.

AND WHEREAS after the purchase as aforesaid, while Smt. Kalpana Rani Dutta, seized and possessed of the aforesaid property by virtue of a registered Deed of Sale dated 08.02.1963, for the purpose of Development Project of East Calcutta area C.M.D.A. acquired the land in R.S. Dag No. 4175, under R.S. Khatian No. 1630 of Mouza : Kasba, through the Collector, 24-Parganas in L.A. Case No. 11/23 of 1977-78.

AND WHEREAS said Smt. Kalpana Rani Dutta filed a writ application against the so-called acquisition of the Collector, 24-Parganas before the Hon'ble High Court at Calcutta, which was registered as W.P. No. 18180 (W) of 1996. The Hon'ble Justice Mr. Satyabrata Sinha by his lordship's order dated 02.07.1997 was pleased to allow the said writ application and quashed the purported order of acquisition of the Govt. of West Bengal through Collector, South- 24Parganas.

AND WHEREAS by virtue of the aforesaid order dated 02.07.1997, the said Smt. Kalpana Rani Dutta again became the absolute owner in respect of 1.86 acres of land lying and situate in R.S. Dag No. 4175, under R.S. Khatian No. 1630 of Mouza : Kasba and the aforesaid property was known as Premises No. 30, Rajdanga Nabapally, Police Station-Kasba; Kolkata-700 078, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 107.

AND WHEREAS while said Smt. Kalpani Rani Dutta seized and possessed of the aforesaid property, by virtue of a registered Deed of Sale dated 24.06.1999 sold away **ALL THAT** piece and parcel of Bagan Land measuring 4 (Four) Cottahs 8 (Eight) Chittaks, a little more or less, lying and situated in R.S. Dag No. 4175, under R.S. Khatian No. 1630 of Mouza : Kasba, being Part of Municipal Premises No. 30, Rajdanga Nabapally to Sri Subrata Banerjee, the present Owner, herein. The said Deed was registered at the office of District Sub-Registrar III at Alipore and entered in Book No. I, Volume No.54, Page Nos. 292 to 299, Being No. 1988 for the year 1999.

AND WHEREAS after the Purchase as aforesaid, Sri Subrata Banerjee, seized and possessed of it and mutated his name as Owner in the records of the Kolkata Municipal Corporation and enjoying it by paying taxes and outgoings to the appropriate authority.

The said property was known and numbered as Municipal Corporation Premises No. 30/8, Rajdanga Nabapally, Police Station : Kasba, Kolkata - 700 078, under Assessee No. 31-107-17-0314-2 within the territorial limits of The Kolkata Municipal Corporation, in its Ward No. 107, Borough No. XII.

AND WHEREAS the Owner was desirous to raise a multi-storied building upon the aforesaid premises and for the purpose of construction of partly ground plus three storied building and partly straight three storied building upon it obtained Sanction Plan in his name from the Kolkata Municipal Corporation, being B.S. Plan No. 357/XII/2005-2006 dated 28.05.2005.

AND WHEREAS for want of experience and also necessary funds the Owner was not in a position to raise multi-storied building upon the aforesaid premises for which the owner was in search of a fittest person who financially capable and having had experience in the field of construction of the building and to complete the proposed project.

AND WHEREAS the Party of the Second Part gained experience in the field of construction as developer with sound financial standing. Being aware of such intention of the owner, the party of the Second Part approached the owner

to enter into joint venture agreement for development of the aforesaid premises with a scheme to be formulated by the Owner and to empower the Developer to raise proposed construction and/or the project on the strength of a Power of Attorney to be executed separately.

AND WHEREAS having relied upon aforesaid representation made by the developer, the owner has discussed the terms and conditions and consequently the Owner and the Developer entered into a joint venture Agreement on 12.04.2006 for construction of the partly Ground plus three storied and partly straight three storied building upon aforesaid premises, the terms and conditions mentioned therein.

AND WHEREAS the Owner executed a notarized Power of Attorney on 12.04.2006 in favour of the Developer namely "**M/S. DREAMZ CONSTRUCTIONS**" a sole Proprietorship Firm having registered office at 30/6 Rajdanga Nabapally, Narkelbagan, Police Station-Kasba, Kolkata-700 078, represented by its sole Proprietor- **SRI SANDEEP ROY**, son of Sri Bibekananda Roy, by faith - Hindu, by occupation - Business, residing at 30/8, Rajdanga Nabapally, Narkelbagan, Police Station - Kasba, Kolkata -700 078, a true and lawful Attorney on behalf of the Owner for smooth progress of the construction work and/or development project upon the said plot of land.

AND WHEREAS the Owner handed over **ALL THAT** piece and parcel of land measuring 4 (Four) Cottahs 8 (Eight) Chittaks, a little more or less, lying and situated in R.S. Dag No. 4175, under R.S. Khatian No. 1630 of Mouza : Kasba

being Municipal Premises No. 30/8, Rajdanga Nabapally, Police Station-Kasba, Kolkata-700 078, to the Developer.

AND WHEREAS in terms of the Development Agreement dated 12.04.2006, the Developer has completed construction of Ground plus three storied and partly three straight three storied building upon the aforesaid plot of land in conformity with the sanctioned building plan approved by the authority of Kolkata Municipal Corporation being B.S. Plan No. 357/XII/2005-2006 dated 28.05.2005 (hereinafter called the "**Said Building**") which is described in the **SCHEDULE-"A"** hereunder and hereinafter referred to as the "**Said Premises**".

AND WHEREAS in the said Development Agreement dated 12.04.2006, it is agreed between the parties that the Developer shall construct a partly Ground Plus three storied and partly straight three storied building upon the said premises with its own funds and resources as per Sanctioned Building Plan by the Kolkata Municipal Corporation and the owner will be allocated a self contained flat on the Eastern Side of the First Floor measuring built up area of 893 Square Feet, a little more or less, a self contained flat on the Eastern Side of the Second Floor measuring built up area of 893 Square Feet, a little more or less, both of partly straight three storied building, two car parking spaces amongst which one is covered and another is uncovered on the Ground Floor of the partly Ground Plus three storied building together with all easements rights, facilities and amenities annexed to the proposed building along with undivided impartiable proportionate share of the land in additions to, the Developer

shall pay a sum of Rs. 3,50,000/- (Rupees Three Lacs Fifty Thousand) only to the Owners by 7(Seven) equal installments on different dates.

AND WHEREAS excluding the Owner's Allocation mentioned hereinabove, the remaining constructed area of the partly Ground plus three storied and partly straight three storied building will be the allocated part and/or portion of the Developer.

AND WHEREAS during the construction of the said building, out of the allocated part and/or portion of the Owner, the Owner declared to sell the Flat No. 5, on the Eastern side of the Second Floor of the partly straight three storied building measuring 893 Square Feet built-up area, a little more or less and a car parking space measuring an area of 125 Square Feet, a little more or less, on the Ground Floor of the partly Ground plus three storied building together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto to the intending buyer/ buyers..

AND WHEREAS being aware of such intention of the Owner, the Purchasers approached the Owner for purchasing the aforesaid flat and car parking space of its allocation in the said building and the Owner has agreed to sell the Owner declared to sell the Flat No. 5, on the Eastern side of the Second Floor of the partly straight three storied building measuring 893 Square Feet built-up area, a little more or less and a car parking space measuring an area of 125 Square Feet, a little more or less, on the Ground Floor of the partly.

Ground plus three storied building specifically described in **SCHEDULE-"B"** hereunder written **TOGETHER WITH** undivided proportionate impartible share and/or interest in the land comprised in the said premises and attributable to the said flat and car parking space and the common areas, portions and facilities and amenities in the said building (hereinafter collectively referred to as the **"Said Flat and car parking space"**). The Purchasers after inspecting the sanctioned building plan, its measurement, dimensions, documents of chain of title deeds and other muniments has agreed to purchase the said flat and car parking space. On negotiation between the Developer and the Purchasers the price for the said flat and car parking space has been settled at of Rs. 16,00,000/- (Rupees Sixteen Lacs)only. According to the Owner which is highest available market price. The Owner and the Developer executed an Agreement for Sale on 17.08.2006 in favour of the Purchasers in respect of the **"Said Flat and Car Parking Space"**, the terms and conditions mentioned therein.

AND WHEREAS after completion of construction of the said building in all respect in terms of the said Development Agreement dated 12.04.2006, the Developer has handed over possession of the Owner's Allocation to the Owner.

AND WHEREAS in terms of the Agreement for Sale dated 17.08.2006, the purchasers have paid the entire consideration money to the owner and the Developer has completed construction of the said flat and car parking space in the said building in all respect and delivered possession

thereof to the Purchasers through the Owner and hereby execute the Deed of Conveyance in respect of the said flat and car parking space including undivided impartiable proportionate share of the land together with common areas, portions, easement rights, facilities and amenities annexed thereto.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO as follows :-

ARTICLE-I: DEFINITIONS

- 1.1. **OWNER:- SRI SUBRATA BANERJEE**, son of Sri Lakshmi Narayan Banerjee, by faith-Hindu, by occupation -Business, residing at 8, Dover Lane, Police Station-Gariahat, Kolkata-700 029 and his heirs, executors, administrators and assigns.
- 1.2. **DEVELOPER : M/S. DREAMZ CONSTRUCTIONS**, a sole Proprietorship Firm having its registered office at 30/6 Rajdanga Nabapally, Narkelbagan, Police Station - Kasba, Kolkata - 700 078, represented by its sole Proprietor- **SRI SANDEEP ROY**, son of Sri Bibekananda Roy, by faith- Hindu, by occupation- Business, residing at 30/8, Rajdanga Nabapally, Narkelbagan, Police Station-Kasba, Kolkata-700 078 and its successors-in-office, nominees and assigns.
- 1.3. **PURCHASERS: (1) SRI DINESH SHANKAR SHETTY**, Son of Sri M. Shankar Shetty, by faith- Hindu, by occupation -Service and (2) **SMT SUKANYA SHETTY**, Wife of Sri Dinesh Shankar Shetty, by faith- Hindu, by occupation -Housewife both residing at F-2, 23 Gariahat Road (South), Dhakuria, Police Station-Lake, Kolkata-

700 031 and their heirs, executors, legal representatives and assignees.

- 1.4. **PREMISES** : **ALL THAT** piece and parcel of land measuring 4 (Four) Cottahs 8 (Eight) Chittaks, a little more or less, whereupon partly Ground plus three storied and partly straight three storied building is lying and situated in R.S. Dag No. 4175, under R.S. Khatian No. 1630 of Mouza-Kasba, R.S. No. 230, District Collectorate Touzi No. 145, J.L. No. 13, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 107, being Municipal Premises No. 30/8, Rajdanga Nabapally, Police Station-Kasba, Kolkata-700 078, which is described in **SCHEDULE "A"** hereunder.
- 1.5. **TITLE DEEDS** : Shall means the Deeds and Tax receipts.
- 1.6. **BUILDING**: Shall mean partly Ground Plus three storied and partly straight three storied building has been constructed upon the land mentioned in **SCHEDULE "A"** in accordance with the sanctioned building plan covering entire allowable F.A.R. sanctioned by the Kolkata Municipal Corporation for residential purpose only hereinafter called the "***Said Building***".
- 1.7. **COMMON FACILITIES & AMENITIES** : Shall include corridors, roof, staircase, passage ways, overhead tank, water reservoir, septic tank and other facilities which may be actually agreed upon between the parties and required and for the establishment, location enjoyment, maintenance and/or management of the building.

- 1.8. **SALEABLE SPACE** : Shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required excluding Owner's Allocation.
- 1.9. **BUILDING PLAN** shall mean the being B.S. Plan No. 357/XII/2005-2006 dated 28.05.2005 sanctioned by the Municipal Corporation with its alterations, modifications.
- 1.10. **SAID FLAT AND CAR PARKING SPACE** shall mean the Flat No. 5, on the Eastern side of the Second Floor of the partly straight three storied building measuring 893 Square Feet built-up area, a little more or less and a car parking space measuring an area of 125 Square Feet, a little more or less, on the Ground Floor of the partly Ground plus three storied building together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto morefully described in **SCHEDULE-"B"** hereunder written.
- 1.11. **ARCHITECT** shall mean "*M/s Dreamz Architect Pvt. Ltd*" a company incorporated under the provisions of Indian Companies Act 1956, having its office at 74A, Purna Das Road, Police Station-Lake, Kolkata- 700 029, have been appointed by the Developer for designing and planning of the said-project and/or building.
- 1.12. **TRANSFEROR** : Shall mean the Owners and the Developer, who want to transfer their respective shares to the person or persons , firm, limited company or an

Association together with undivided and impartible proportionate share of land and right to use in common space in the building.

- 1.13. **TRANSFeree** : Shall mean the person, firm, limited company or an Association or persons to whom any flat, Covered car parking space together with undivided and impartible proportionate share of land and right to use in common space in the building would be transferred.
- 1.14. **TRANSFER** : Which is grammatical variation by means of conveyance and shall include the deliver of possession of the flat or flats, car parking space(s) in multistory building to the Purchasers thereof with undivided interest of land proportionate to the area of the flat and Covered car parking space and the right to use in common space in multistory building.
- 1.15. **BUILT UP AREA** : Shall mean and include the covered area of the flat, external and internal walls and columns, as specified in the Plan to be Sanctioned by the Kolkata Municipal Corporation.
- 1.16. **COMMON AREAS/PORTIONS**: Shall mean and include corridors, stairs and stair cases, passage ways, motor water pump and electrifications, lift and lift landings on all floors, underground and overhead water reservoirs, ultimate roof and/or terrace of the said building but shall not include the Car Parking Spaces and such other open spaces which the Developer and the Owner may use or permit as the sole and exclusive property of

their own morefully described in the **SCHEDULE "D"** hereunder written.

- 1.17. **ROOF/TERRACE**: Shall mean the ultimate roof over and above the Third Floor of the said building under Section 3(d) (2) of the West Bengal Apartment Ownership Act, 1972 and it should be treated as one of the common areas and facilities.
- 1.18. **HOLDING ORGANISATION** : Shall mean any association or Society that may be formed by the Owners of several flats/units for the common purposes in accordance with Law.
- 1.19. **COMMON PURPOSES** : Shall mean and include the purpose of maintaining the said premises and the said building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Purchasers and the common use and enjoyment thereof.
- 1.20. **UNDIVIDED SHARE**: Shall mean and include the respective undivided share and/or interest in the said premises taking into account the total super built up area comprised in the said Flat/Unit constructed by the Developer on behalf of the Purchasers in the said building, which shall always be impertible.
- 1.21. **SINGULAR**: Shall mean plural and vice versa, masculine shall include feminine and vice versa.

NOW THIS INDENTURE WITNESSETH as follows :-

1. In pursuance of the Agreement for Sale dated 17.08.2006 and in consideration of the said sum of Rs. 16,00,000/- (Rupees Sixteen Lacs) only paid by the Purchasers to the

Owner on or before the execution of these presents (the receipt whereof the Owner do hereby as well as by the receipt hereunder written granted, admit, acknowledge and confirm and of and from the same and every part thereof, the Owner and the Developer do and each of them doth hereby forever acquit, release, exonerate and discharge the undivided impartible proportionate share or interest in the land also the said flat and car parking space unto the Purchasers) and the Owner as well as the Developer doth hereby grant, sell, convey, transfer, assign and assure unto the Purchasers **ALL THAT** the undivided proportionate impartible share and/or interest in the land comprised in the said Premises No. 30/8, Rajdanga Nabapally, Police Station : Kasba, Kolkata - 700 078, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 107, District-24 Parganas (South) morefully described in the **SCHEDULE "A"** hereunder written as well as the said Flat No. 5, on the Eastern side of the Second Floor of the partly straight three storied building measuring 893 Square Feet built-up area, a little more or less and a car parking space measuring an area of 125 Square Feet, a little more or less, on the Ground Floor of the partly Ground plus three storied building morefully described in **SCHEDULE-"B"** hereunder written of the said Building named as "**SREE NEER**" and delineated in the map or plan annexed hereto and therein bordered in "**RED**" colour **AND TOGETHER** **WITH** the right to use the common areas, portions, facilities, amenities and installations in the said building morefully described in the **SCHEDULE "C"** hereunder

written in common with the co-owners and/or occupiers of the other flats/units in the said Building (which is hereinafter called "**THE SAID UNDIVIDED SHARE**") **AND TOGETHER WITH** all easements or quasi-easements or other stipulations or provisions for the beneficial use and enjoyment of the said flat and car parking space morefully described in the **SCHEDULE "D"** hereunder written subject to the terms, conditions, covenants and stipulations morefully described in the **SCHEDULE "E"** hereunder written **AND FURTHER** subject to the several restrictions morefully described in the **SCHEDULE "F"** hereunder written **AND ALSO** subject to the Purchasers regularly and punctually paying the proportionate costs of maintenance and other expenses as mentioned in the **SCHEDULE "G"** hereunder written and the rights appurtenant thereto **AND** reversion or reversions, remainder or remainders and the rents, issues and profits of and in connection with the said flat and car parking space and the said undivided share **AND** all the estate, right, title interest, profits, claim and demand whatsoever both at law and in equity of the Owner into and/or upon the said undivided share and the undivided proportionate share or interest in the common portions respectively and every part thereof and all deeds, muniments, writings and evidences of title exclusively relating to or concerning and rights appurtenant thereto **TO HAVE AND TO HOLD** the said flat and car parking space and the said Undivided Share **AND TOGETHER WITH** the said undivided proportionate impartible share and interest into and upon the said land at the said

Premises proportionate to the said flat and car parking space hereby conveyed, transferred and assigned unto and to the use of the Purchasers or any part or parcel thereof and the common areas and facilities and the rights appurtenant thereto herein comprised and hereby sold, granted, transferred, conveyed, assured and assigned and confirmed and every part or parts thereof in respect of the said flat and car parking space and the said undivided share and the common areas, portions and facilities **AND TOGETHER WITH** the right appurtenant thereto respectively and every of their respective rights, liberties and appurtenances whatsoever unto the Purchasers absolutely and forever free from all encumbrances trust liens and attachments whatsoever and all and every manner or former or other right, liberties, easements or quasi easements privileges profits appendages and appurtenances whatsoever standing and being in and upon or belonging or in anywise appertaining to the said premises hereby conveyed in connection with the beneficial use and enjoyment of the said flat and car parking space and the said undivided share.

II. **THE OWNER AND THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS** as follows :-

- a) That notwithstanding any act, deed, matter or thing whatsoever hereto-before done committed or knowingly suffered by the Owner and the Developer to the contrary, the Owner and the Developer are lawfully and absolutely seized and possessed of or otherwise well and sufficiently

entitled to the said proportionate undivided share in the said land and the said flat and car parking space hereby sold, granted, transferred, conveyed, assigned and assured as an absolute and indefeasible estate or an estate equivalent or analogous thereto and free from all encumbrances whatsoever.

- b) That the Owner has rightful power and absolute and indefeasible authority to sell, grant, transfer and convey the said proportionate undivided impartible share in the said land and the Developer has good rightful power and absolute and indefeasible authority to sell, grant, transfer and convey said flat and car parking space thereof unto and to the use of the Purchasers in the manner aforesaid and according to the true intent and meaning of these present.
- c) That it shall be lawful for the Purchasers at all times hereafter peacefully and quietly to enter into and upon and hold occupy and enjoy the said proportionate undivided share in the said land and the said flat and car parking space and receive the rents issues and profits thereof without any lawful eviction interruption hindrance disturbance claim or demand whatsoever from or by the Owner or the Developer or any person or persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said proportionate undivided share in the said land and the said flat and car parking space through or under or in trust for the Owner and the Developer and free and clear and freely and clearly and absolutely acquitted

exonerated and forever discharged or otherwise by the Owner and the Developer well and sufficiently saved defended kept harmless and indemnified or from and against all charges lispence and encumbrances whatsoever made done executed or knowingly suffered by the Owner and the Developer.

- d) That the Owner and the Developer all persons having or lawfully or equitably claiming any estate right, title or interest whatsoever in the said proportionate share in the said land and the said flat and car parking space from through or under or in trust for the Owner and the Developer shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do make acknowledge and execute or cause to be done made acknowledge and executed all such further and other acts deeds things and assurances whatsoever for further better and more perfectly assuring the said proportionate undivided share in the said land and the said flat and car parking space hereby sold granted transferred conveyed assigned and assured and every part thereof unto and to the use of the Purchasers as shall or may be reasonably required.
- e) That the Owner shall and will unless prevented by fire or other irresistible accident from time to time and at all times hereafter upon every reasonably request and at the cost of the Purchasers produce or cause to be produced to the Purchasers or their Tribunal, Board, Authority or Firm for inspection or otherwise as occasion shall require the Deeds and Writings in connection with the said land

so long as the same shall remain with the Owner and shall also at the like request and costs deliver to the Purchasers such attested or other copies of or extracts there from as the Purchasers such attested or other copies of or extracts there from as the Purchasers may require and shall and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe whole unobliterate and uncanceled.

- f) That the Developer hereby further declare that it has no right, title and interest whatsoever in the said flat and car parking space so constructed by itself for and on behalf and at the cost of the Purchasers on the said land comprised in the said premises.
- g) That the Owner or the Developer have not done and/or shall not do anything or make any grant or term whereby the right of the Purchasers hereunder may be prejudicially affected and shall make do all such acts, deeds and things as may be necessary to assure the rights available to the Purchasers.
- h) That the Owner shall duly fulfill and perform all her obligations and covenants elsewhere and herein expressly contained.

III. THE PURCHASERS DO HEREBY COVENANT WITH THE OWNER AND THE DEVELOPER as follows :-

- a) That the Purchasers shall perform and observe the covenants and obligations required to be observed and performed and shall also pay costs, expenses, outgoing and obligations mentioned in the SCHEDULE "G" hereunder.

- b) That the Purchasers shall all times hereafter make payment of all municipal taxes and other rates, taxes, impositions and outgoing arising from the date of handing over possession and that may be imposed from time to time or become payable in respect of the said flat and covered car parking space.
- c) That the Purchasers shall permit the owners of other flats/apartments and their surveyors or agents with or without workmen and others at all reasonable times on prior appointment to enter into and upon the said flat and car parking space for the purpose of repairing making, reinstalling, rebuilding, cleaning, lighting and keeping in order and good conditions and sewers, drains, pipes, cables, water courses, structures or other conveniences belonging to or serving or used for the building and also for the purpose of laying down maintaining, repairing, restoring, testing water pipes, electrical wires and cables for other similar purpose.
- d) That the Purchasers shall use the said flat and car parking space only for the purpose of residence.
- e) That the Purchasers shall keep the said flat and car parking space in good substantial repair and conditions so as to support and protect the other parts of the said building as he now enjoy.
- f) That the Purchasers shall regularly and punctually on receipt of the bills pay the electricity charges on account of the electricity, as may be consumed for the said flat and car parking space and as may be shown recorded in the meter installed at the space underneath the stair

of the ground floor to record consumption of electricity at the said flat and covered car parking space.

- g) That the Purchasers agree to be a member of the Association of the flat owners for administration and maintenance of common areas and facilities at the said building and further agree to sign and execute all papers, documents and applications, bye-laws, rules and regulations.

THE SCHEDULE "A" ABOVE REFERRED TO

(Description of the said premises)

ALL THAT piece and parcel of land measuring about 4(Four) Cottahs 8 (Eight) Chittacks, a little more or less, whereupon partly Ground plus three storied and partly straight three storied building is lying and situated in R. S. Dag No. 4175, under R. S. Khatian No 1630 of Mouza- Kasba, J.L. No. 13, R. S. No. 230, Collectorate Touzi No. 145, at Municipal Premises No. 30/8, Rajdanga Nabapally, Police Station Kasba, Kolkata - 700078 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 107, under Assessee No. 31-107-17-0314-2, District Sub-Registration office at Alipore Additional District Sub-Registration office at Sealdah, District: South 24 Parganas, which is butted and bounded as follows :

ON THE NORTH : 16 Feet Wide K.M.C. Road;

ON THE SOUTH : Land of R. S. Dag No. 1486;

ON THE EAST : Land of; Dag No. 4175;

ON THE WEST : 20 Feet Wide K.M.C. Road;

THE SCHEDULE "B" ABOVE REFERRED TO
(Description of the said flat and car parking spaces hereby sold)

ALL THAT a self contained Flat, being the Flat No. 5, on the Eastern side of the Second Floor of the partly straight three storied building measuring 893 Square Feet built-up area, a little more or less and a car parking space measuring an area of 125 Square Feet, a little more or less, on the Ground Floor, of the party Ground plus three storied building, together with the undivided proportionate share of the land alongwith rights of easements, common areas, facilities and amenities annexed thereto, at Municipal Premises No. 30/8, Rajdanga Nabapally, Police Station-Kasba, Kolkata-700078, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No. 107. The said flat and car parking space is delineated with "**Red**" border in the annexed Map or Plan, which should be treated as part of this Deed.

THE SCHEDULE "C" ABOVE REFERRED TO
(Common Areas/ Portions)

1. Entrance and exits to the said premises and the said building.
2. Boundary walls and main gate of the said premises.
3. Roof Top of the said building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
5. Space underneath the stairs of the ground floor where meters are installed, electrical sub-station and electrical wiring and other fittings, (excluding only those as are

installed within the exclusive area of any flat and/or exclusively for its use.

6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, electric/utility room, pump room.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are exclusively within and for the use of any unit) in the said Building.
8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said premises and the said Building as are necessary for passage and user of the flats / units in common by the co-owners.
9. Lift well with lift, machine room with all concerned accessories.
10. One No. Lift of ADAMS make and capacity 5 passengers installed by the Developer in the lift well sanctioned by K.M.C. with property lift license all complete to be use by all tenement owners in equal capacity.
11. Caretaker Room and common bath cum privy in the ground floor.

THE SCHEDULE "D" ABOVE REFERRED TO
(Easements)

The Purchasers shall have the following rights, easements, quasi-easements, privileges and /or appurtenances:

- a) The right of common passage, user and movement in all the Common Portions.
- b) The right of passage of utilities, including connection for telephones, television pipes, cables, etc. through each and

every part of the said Building including the said flat and covered car parking space.

- c) Right of support, shelter and protection of each portion of the said Building by other and / or others thereof.
- d) The absolute unfettered and unencumbered right over the common portions.
- e) Such rights, supports, easements and appurtenances as are usually held, used occupied or enjoyed as part or parcel of the said flat and car parking space and the undivided share.
- f) The right, with or without workmen and necessary materials, to enter upon the said building including the said flat and car parking space or any other units for the purpose of repairing any of the common areas or any appurtenances to any unit and/or anything comprised in any flat is so far as the same cannot be carried out without such entry and in all such cases, in emergency, upon giving as 48 (forty eight) hours previous notice in writing to the co-owners.

THE SCHEDULE "E" ABOVE REFERRED TO
(Covenants, rules and regulations)

1. TITLE AND CONSTRUCTION :

SUBJECT TO the provisions contained in these presents **AND** **SUBJECT TO** the provisions of law for the time being in force, the Purchasers shall be entitled to the exclusive ownership, possession and enjoyment of the said flat and car parking space and the same shall be heritable and transferable as other immovable properties.

2. MUTATION, TAXES AND IMPOSITIONS :

- 2.1. The Purchaser's shall after the transfer being completed in terms hereof, apply for and have the said flat and car

parking space separately assessed and mutated for the purpose of assessment of Municipal rates and taxes. Until such time as the said flat and car parking space shall not be separately assessed and / or mutated in respect of any tax or imposition, the Purchasers shall bear and pay the proportionate share of the rates and taxes.

- 2.2. Upon the mutation of the said flat and car parking space in the name of the Purchasers for the purpose of assessment of liability of any tax or imposition, the Purchasers shall pay wholly such tax or imposition, in respect of the said flat and car parking space and proportionately in respect of the common portions if any.

3. **MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS :**

- 3.1. Upon the Purchasers fulfilling his obligations and covenants hereunder, the Association shall manage, maintain the common portions and do all acts, deeds and things as may be necessary or expedient for the common purposes and the Purchasers shall co-operate with the Owner and the Developer in that respect.
- 3.2. The Purchasers shall not, in any manner, interfere or objection whatsoever in or with the functions of the Owner and/or the Developer and/or of the Association relating to the common purpose.
- 3.3. The Developer upon the formation of the Association shall frame such rules, regulations and bye-laws as the Association may consider reasonable but no inconsistent

with the provision herein and the Purchasers shall abide by the same.

4. ADDITIONS, ALTERATIONS AND PAYMENT OF BETTERMENT FEES ETC.

The Purchasers shall, at their own costs, wholly in case it relates to the said flat and car parking space or any part thereof and proportionately in case it relates to all the units in the said building and / or the common portions, make all alterations and / or additions as be required to be made by any statutory bodies and shall similarly pay all betterment fees and other levies and all other fees and/or penalties required to be paid in respect thereof but only such as may accrue for the period after date of delivery.

THE SCHEDULE "F" ABOVE REFERRED TO
(User of the said flat and covered car parking space and the common portions)

After the date of delivery, the Purchasers shall, at his own costs, keep the said flat and car parking space and every part thereof and all the fixtures and fittings therein or exclusive thereto properly painted and in good repairs and in a neat and clean conditions and as a decent and respectable place.

- a) Use the said flat and car parking space and all common portions carefully, peacefully and quietly and only for the purpose for which it is meant.
- b) Use all paths, passages and staircases (save those reserved hereunder by the developer or the Association, upon its formation) for the purpose of ingress and egress and for no other purpose whatsoever.

THE PURCHASERS SHALL NOT DO THE FOLLOWING:

- a) Obstruct the Owner, the Developer and / or the association in their acts, relating to the common purposes.
- b) Violate any of the rules and / or regulations laid down for the common purposes and for the user of the common portions.
- c) Injure, harm or damage the common portions or any other Flats/Units in the said building by making any alterations or withdrawing any support or otherwise.
- d) Alter any portion, elevation or colour scheme of the said building.
- e) Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions **SAVE** at the places indicated therefore.
- f) Place or cause to be placed any article or object in the common portions.
- g) Carry on or cause to be carried on any obnoxious or injurious activity in or through the said flat and car parking space or the common portions.
- h) Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other flats/ units in the said building and/or the adjoining building or building.
- i) Keep or store any offensive, illegal, combustible, obnoxious, hazardous or dangerous articles in the said flat and car parking space.
- j) Keep any heavy articles or things, which are likely to damage the floors or operate any machine **SAVE** usual home appliances.

IN WITNESS WHEREOF the **PARTIES** have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the **PARTIES** at Kolkata in presence of :-

WITNESSES :-

1. Debandel (KAUSHIK HANTAL)
46, P.G. Road, Kol-36

2. Shirshendu (SHIRSHENDU CHAKRAVORTY)
234, Garia St. Road, Cal-84.

Subrata Banerjee
Signature of the **OWNER**

For Dreams Constructions

Handwritten Signature
Proprietor

Signature of the **DEVELOPER**

Handwritten Signature
DINESH SHANKAR SHETTY

Handwritten Signature
Signature of the **PURCHASERS**

MEMORANDUM OF CONSIDERATION

RECEIVED a sum of Rs. 16,00,000/- (Rupees Sixteen Lacs) only from the above named **PURCHASERS** as full and final payment consideration money in respect of the said flat and car parking space mentioned in **SCHEDULE-"B"** hereinabove.

1. By Cheque No. 571140 dated 17.08.2006 of United Bank of India, Deshapriya Park Branch in the name of "Sri Subrata Banerjee". Rs. 1,60,000/-
2. By Cheque No. 004650 dated 20.09.2006 of United Bank of India, Deshapriya Park Branch in the name of "Sri Subrata Banerjee". Rs. 7,50,000/-
3. By Pay Order No. 004749 dated 06.11.2006 of United Bank of India, Deshapriya Park Branch in the name of "Sri Subrata Banerjee". Rs. 2,10,000/-
4. By Pay Order No. 005832 dated 22.08.2007 of United Bank of India, Deshapriya Park Branch in the name of "Sri Subrata Banerjee". Rs. 2,00,000/-
5. By Pay Order No. 009893 dated 22.08.2007 of United Bank of India, Deshapriya Park Branch in the name of "Sri Subrata Banerjee". Rs. 2,80,000/-

Branch

Total

Rs. 16,00,000/-

(Rupees Sixteen Lacs) only

WITNESSES :-

1. D. Mandal (KAUSHIK MANDAL)

2. Shirsheendu Chakravorty (SHIRSHEENDU CHAKRAVORTY)

Suheli Bandyopadhyay

Signature of the **OWNER**

Drafted by and Prepared
in the Office of

Subhankar Sarkar
Subhankar Sarkar

Advocate.

Enrolment No. WB/205/1997 of
Bar Council of West Bengal,
Alipore Judges' Court, Kolkata : 700027.

Computer Print by :-

Tuphan Ganguly
Tuphan Ganguly

Alipore Judges' Court, Kolkata : 700027.

31 AUG 2007

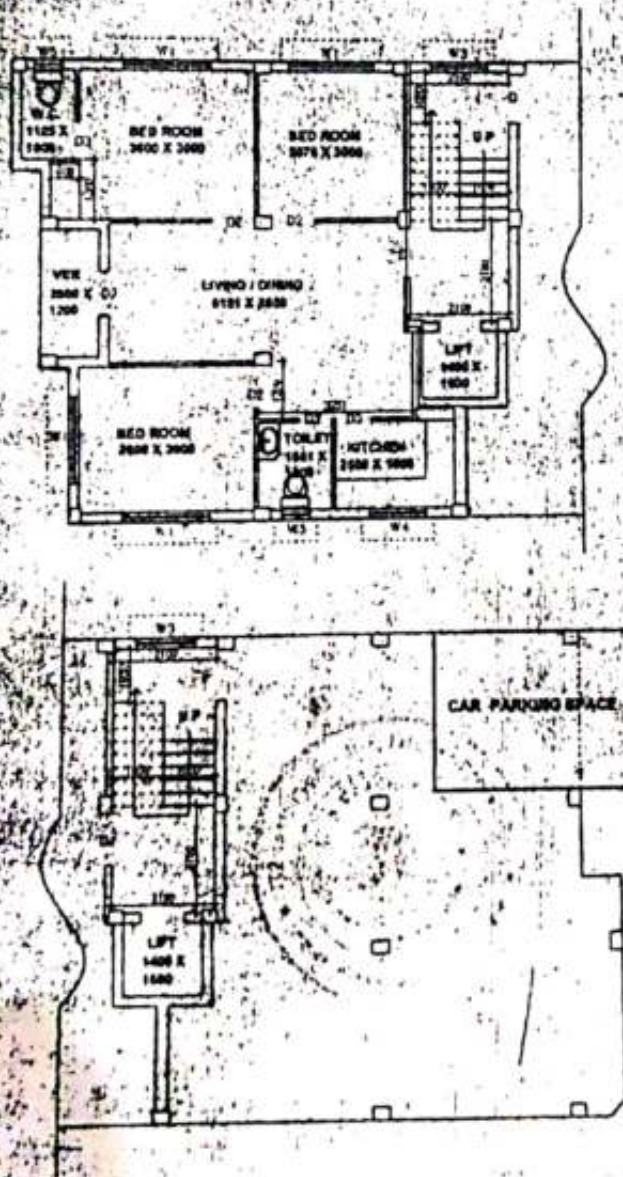
31 AUG 2007

IN RESPECT OF A SELF CONTAINED FLAT, BEING FLAT NO. 107, ON THE NORTH SIDE OF THE SECOND FLOOR OF THE PARTLY THREE STOREY BUILDING MEASURING BUILT UP AREA OF 893 SQ. FT. A LITTLE MORE OR LESS SHOWN IN RED BORDER AND AN UNCOVERED CAR PARKING SPACE IN THE GROUND FLOOR MEASURING 125 SQ. FT. A LITTLE MORE OR LESS SHOWN IN RED BORDER Lying and situated at MUNICIPAL PREMISES NO - 30/8 RAJDANGA NABAPALLY, P.S. RAJDANGA, DIST. - 700078 WITHIN THE TERRITORIAL LIMITS OF THE KOLKATA MUNICIPAL CORPORATION, IN ITS WARD NO - 107.

NAME OF THE OWNER - 1. SRI SUBRATA BANERJEE.

NAME OF THE DEVELOPER - M/S DREAMZ CONSTRUCTIONS.

NAME OF THE PURCHASER - 1. SRI DINESH SHANKAR SHETTY.
2. SMT SUKANYA SHETTY.



Sukanya Shetty
For Dreamz Constructions
Dinesh Shankar Shetty
Proprietor

Dinesh Shankar Shetty
Sukanya Shetty

DRAWN BY
KAUSHIK MANDAL
26/8/07

Certified to be a true copy of Plan
Attached to Deed No 452 dated 2007
M. S. Ghosh
Sd/- Sd/- Date 31/8/07

A. Faran
Joint Sub-Register
Super Sub-Pargana (Joint)
31 AUG 2007



	Thumb	First Fingure	Middle Fingure	Ring Fingure	Small Fingure
Left Hand					
Right Hand					

Name : SRI SUBRATA BANERJEE

Signature : *Subrata Banerjee*



	Thumb	First Fingure	Middle Fingure	Ring Fingure	Small Fingure
Left Hand					
Right Hand					

Name : SRI SANDEEP ROY

Signature : *Sandeep Roy*



Left
Hand

Thumb	First Fingure	Middle Fingure	Ring Fingure	Small Fingure

Name : SRI DINESH SHANKAR SHETTY

Signature :

24



Left
Hand

Thumb	First Fingure	Middle Fingure	Ring Fingure	Small Fingure

Name : SMT. SUKANYA SHETTY

Signature :