

5485/17

12-5066/2017

Recd
12/6/17



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL.

D 445128

Certified that the document is authentic
in registration. The signature sheet and
affidavit shall be attached to the
document.

Additional District Registrar
Coimbatore, Dist. Reg. St-Pg. 04/04

30 JUN 2017

[Handwritten signature]

1502-907920/17
0013581

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this 30th day of June
Two Thousand and Seventeen (2017)

BETWEEN

- 1) **SMT. MONORAMA SHAW** (PAN - HUTPS2639D), wife of Late Sagar Prasad Shaw, by faith - Hindu, by Nationality - Indian, by occupation- Housewife, 2) **SMT. KALPANA SHAW**, (PAN - DHFPS9403A), wife of Late Shyam Narayan Shaw, by faith - Hindu, by Nationality - Indian, by occupation- Housewife, 3) **SRI PINAKI RANJAN SHAW**, PAN - DMIPS2497N, Son of Late Shyam Narayan Shaw, by faith- Hindu, by Nationality - Indian, by occupation- Business, 4) **SMT. PIU MONDAL nee SHAW** (PAN - CTFPM0739J), daughter of Late Shyam Narayan Shaw by faith - Hindu, by Nationality - Indian, by occupation- Household work, (5) **SMT. RINA SHAW** (PAN - ICSPS1746H), wife of Late Gopal Shaw, by faith - Hindu, by Nationality - Indian, by Occupation - Housewife, (6) **SRI GOURAB SHAW** (PAN - IGAPS7218N), son of Late Gopal Shaw, by faith - Hindu, by Nationality - Indian, by Occupation - Service and (7) **SMT. ANJU SHAW**, (PAN - CP2PS5129C), wife of Late Bimal Shaw and daughter of Late Sagar Prasad Shaw, by faith - Hindu, by Nationality - Indian, by Occupation - Housewife, all are residing at 34H, B.T. Road, P.O. & P.S.- Cossipore, Kolkata- 700 002, District North 24-Parganas, represented by their Constituted Attorneys
- i) **SRI PRADIP BHOWMIK**, PAN-ADDPB7082R, son of Late Surendra Chandra Bhowmik, residing at 13/1, Kali Charan Ghosh Road, P.O.- South Sinthee, P.S.- Baranagar, Kolkata- 700 050, District North 24-Parganas, ii) **SRI AMITABHA DEY**, PAN -ADJPD0258R, son of Late Amiya Kumar Dey, residing at 3, Kashi Nath Dutta Road, P.O.- Baranagar, P.S.- Baranagar, Kolkata- 700036, Dist. North 24-Parganas, both by faith - Hindu, by Nationality - Indian, by Occupation - Business, 8) **M/S. BBD CONSTRUCTION** (PAN - AAIFB4524E), a Partnership Firm having its office at 3, Kashi Nath Dutta Road, P.O.- Baranagar, P.S.- Baranagar, Kolkata- 700 036, District North 24-Parganas, represented by its three partners, namely, i) **SRI PRADIP BHOWMIK**, PAN-ADDPB7082R, son of Late Surendra Chandra Bhowmik, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 13/1, Kali Charan Ghosh Road, P.O.- South Sinthee, P.S.- Baranagar, Kolkata- 700 050, Dist. North 24-Parganas, ii) **SRI AMITABHA DEY**, PAN -ADJPD0258R, son of Late Amiya Kumar Dey, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 3, Kashi Nath Dutta Road, P.O.- Baranagar, P.S.- Baranagar, Kolkata- 700036, Dist. North 24-Parganas and iii) **SRI SUJAN KUMAR ROY BURMAN** (PAN - ADIPR1630E), son of Late Dhruba Prasad Roy Barman, by faith Hindu, by

Nationality - Indian, by occupation- Business, residing at 167/15, South Sinthee Road, P.O.- South Sinthee, P.S.-Sinthee , Kolkata-700050, represented by the Partner No. (iii) his Constituted Attorney the Partner No. (i) & (ii) herein i) **SRI PRADIP BHOWMIK, PAN-ADDPB7082R**, son of Late Surendra Chandra Bhowmik, residing at 13/1, Kali Charan Ghosh Road, P.O.- South Sinthee, P.S.- Baranagar, Kolkata- 700 050, District North 24-Parganas, ii) **SRI AMITABHA DEY, PAN -ADJPD0258R**, son of Late Amiya Kumar Dey, residing at 3, Kashi Nath Dutta Road, P.O.- Baranagar, P.S.- Baranagar , Kolkata- 700036, Dist. North 24-Parganas, both by faith - Hindu, by Nationality - Indian, by Occupation - Business, 9) **SRI PRADIP BHOWMIK, PAN-ADDPB7082R**, son of Late Surendra Chandra Bhowmik, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 13/1, Kali Charan Ghosh Road, P.O.- South Sinthee, P.S.- Baranagar, Kolkata- 700 050, District North 24-Parganas and 10) **SRI AMITABHA DEY, PAN -ADJPD0258R**, son of Late Amiya Kumar Dey, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 3, Kashi Nath Dutta Road, P.O.- Baranagar, P.S.- Baranagar , Kolkata- 700036, Dist. North 24-Parganas, hereinafter jointly and collectively called and referred to as the **VENDORS-OWNERS** (which term and expression unless excluded by or repugnant to the context shall mean and include their heirs, successors, executors, legal representatives, administrators, nominees and assignees) of the **FIRST PART.**

A N D

(1) **SRI VIVEK KUMAR UPADHYAY (PAN - AAKPU7808C)**, by Occupation - Business and (2) **SRI AMIT KUMAR UPADHYAY (PAN - AAZPU2694M)**, by Occupation - Service, both are sons of Sri Ranjnath Upadhyay, both by faith - Hindu, by Nationality - Indian, both are residing at 5B/18, Seals Garden Lane, P.O. & P.S. Cossipore, Dum Dum, Kolkata - 700 002, Dist. North 24-Parganas, hereinafter jointly called and referred to as the **PURCHASERS** (which term and expression unless excluded by or repugnant to the context shall mean and include their heirs, successors, executors, legal representatives, administrators, nominees and assignees) of the **SECOND PART .**

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201718-002414552-1
GRN Date: 29/06/2017 12:44:09
BRN: IK00FPOFC0

Payment Mode: Online Payment
Bank: State Bank of India
BRN Date: 29/06/2017 12:44:48

DEPOSITOR'S DETAILS

Id No. : 15060000907930/1/2017
[Query No./Query Year]

Name : Ashok Chowdhury
Contact No. : Mobile No. : +91 9830142268
E-mail :
Address : 4/1, s. s. pally
Applicant Name : Mr Vivek Kumar Upadhyay
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Sale Document

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15060000907930/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	162885
2	15060000907930/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	27992

Total 190877

In Words : Rupees One Lakh Ninety Thousand Eight Hundred Seventy Seven only

A N D

M/S. A.P. CONSTRUCTION, PAN -AAUFA0683M, a Partnership firm, having its office address at, 3, Kashi Nath Dutta Road, P.O.- Baranagar, P.S.- Baranagar, Kolkata - 700036, represented by its partners (1) **SRI PRADIP BHOWMICK (PAN - ADDPB7082R)**, son of Late Surendra Chandra Bhowmick, by faith - Hindu, by Nationality - Indian, by occupation- Business, residing at 13/1, Kali Charan Ghosh Road, P.O.- South Sinthee, P.S.- Baranagar Kolkata - 700 050, District North 24-Parganas and (2) **SRI AMITABHA DEY, PAN - ADJPD0258R**, son of Late Amiya Kumar Dey, by faith - Hindu, by Nationality - Indian, by occupation- Business, residing at 3, Kashi Nath Dutta Road, P.O.- Baranagar, P.S.- Baranagar , Kolkata- 700036, Dist. North 24-Parganas, hereinafter referred to as the **DEVELOPER/CONFIRMING PARTY** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors in office and assigns) of the **THIRD PART.**

WHEREAS by a deed of conveyance dated 30/01/1959 registered in the Sub-Registry Office at Cossipore-DumDum recorded in Book No.1, Volume No. 3 Pages from 98 to 102 being deed no. 614 for the year 1959 one Sagar Prasad Shaw purchased ALL THAT piece and parcel of land measuring 2 Cottahs 6 Chittacks 14 Square feet, a little more or less lying in Mouza - Cossipore, under Division 1 Sub Division 3, Touzi No.1298/2933 comprised in Holding No.37,38,59,60,96,97,98 and 199 being and forming premises No. 34A, Barrackpore Trunk Road, Kolkata within the limits of the then Calcutta Municipal Corporation (Presently known as Kolkata Municipal Corporation), P.S. Cossipore, District 24-Parganas.

AND WHEREAS by another deed of conveyance dated 30/01/1959 executed by the recorded owner Amritlal Mullick and others registered in the Sub Registry Office at Cossipore Dum Dum recorded in Book No.1 Volume No. 24 Pages from 1 to 9 being Deed no. 615 for the year 1959, one Tarak Prasad Shaw purchased ALL THAT piece and parcel of land measuring 4 Cottach 4 Chittack 3 Square feet, a little more or less, lying adjacent to the said premises No. 34A, Barrackpore Trunk Road, Kolkata, within the limits of the then Calcutta Municipal

Corporation (Presently known as Kolkata Municipal Corporation) , P.S. Cossipore, District 24-Parganas.

AND WHEREAS said Sagar Prasad Shaw and Tarak Prasad Shaw, being two full blooded brothers, got the aforesaid two plots of land amalgamated amicably for better enjoyment and thereby the aforesaid two plots of land being 2 Cottachs 6 Chittacks 14 Square feet and 4 Cottachs 4 Chittacks 3 Square feet respectively became one plot of land measuring 6 Cottach 10 Chittack 17 Square feet, a little more or less and the said premises was renumbered as 34H, Barrackpore Trunk Road, (hereinafter B. T. Road) Kolkata-700 002 and the name of Sagar Prasad Shaw and Tarak Prasad Shaw were recorded as the owner in the records of the Calcutta Municipal Corporation (Presently known as Kolkata Municipal Corporation) in respect of the said plot of land at 34H, B.T. Road, Kolkata- 700 002 (hereinafter referred to as the said premises) more fully and particularly stated in the First Schedule hereinbelow,

AND WHEREAS said Tarak Prasad Shaw while had been in possession and enjoyment of the said premises no. 34H, B. T. Road, Kolkata jointly with Sagar Prasad Shaw, constructed a 500 square feet tiled shedded structure thereon and started residing thereat with other family members on 4th November, 1997, said Tarak Prasad Shaw, a spinster, died intestate leaving behind his brother Sagar Prasad Shaw and sister Saraswati Shaw as his legal heirs and successors. As such, after the death of said Tarak Prasad Shaw, the right title and interest whatsoever held and possessed by the said Tarak Prasad Shaw in respect of the said land at 34H, B.T. Road, Kolkata was devolved upon his aforesaid brothers and sisters namely Sagar Prasad Shaw and Saraswati Shaw and thus said Sagar Prasad Shaw became the owner of the said premises to the extent of undivided 4 cottaehs 8 Chittacks 15½ Square feet of land, a little more or less with proportionate tiled shed structure standing thereon and Saraswati Shaw became the owner of the said premises to the extent of undivided 2 Cottachs 2 Chittacks 1 ½ Square feet with proportionate tiled shaded structure standing thereon.

AND WHEREAS said Sagar Prasad Shaw while seized and possessed the said portion of land and structure at 34H, B.T.Road, Kolkata, died intestate on 14th

December, 2008 leaving behind his wife Monorama Shaw, two sons namely Shyam Narayan Shaw and Gopal Shaw and four daughters namely Sandhya Shaw, Manju Debi Shaw, Sanju Shaw and Anju Shaw as his legal heirs and successors. As such after the death of said Sagar Prasad Shaw, the right, title and interest whatsoever held and possessed by the said Sagar Prasad Shaw in respect of the said premises at 34H, B.T. Road, Kolkata was devolved upon the his aforesaid legal heirs and successors according to the Law of Hindu Succession and thus aforesaid Monorama Shaw, Shyam Narayan Shaw, Gopal Shaw, Sandhya Shaw, Manju Debi Shaw, Sanju Shaw and Anju Shaw became the owner of the undivided 4 (four) Cottach 8 (eight) chittacks and 15 ½ (Fifteen and half) square feet of the property lying and situated within the said premises at 34H, B. T. Road, Kolkata along with proportionate share in the said tiled shedded structure and thus each owners accordingly became the owners of the said property equivalent to more or less 465 Sq. feet of land inclusive of share in the said tiled shaded structure.

AND WHEREAS by a registered Deed of Gift being Deed No. 8263 for the year 2008 dated 12th February, 2008 registered in the office of the Additional District Sub-Registry Office at Cossipore Dum Dum, Manju Debi Shaw transferred her undivided share in the said premises No.- 34H, B.T. Road, Kolkata - 700 002 to her two brothers namely Shyam Narayan Shaw and Gopal Shaw and after execution and registration of said Deed of Gift the said Shyam Narayan Shaw and Gopal Shaw jointly became the owners of undivided share equivalent to 1395 square feet of land (465+465+465 square feet), a little more or less in the said property.

AND WHEREAS said Saraswati Shaw while in the manner stated hereinbefore seized and possessed the said portion of land and structure at 34H, B. T. Road, Kolkata 700 002, has sold, transferred and conveyed her undivided share in the said property measuring 2 Cottahs 2 Chittacks and 1.5 Square Feet of land including proportionate share in the said tiled shedded structure standing thereon in the said premises at 34H, B.T.Road, Kolkata 700 002 by executing a registered deed of conveyance dated 24th September, 2007 being Deed no. 7752 for the year 2008 registered in the office of A.D.S.R. Cossipore Dum Dum, unto and in favour of aforementioned M/S. B.B.D. CONSTRUCTION, a partnership firm, the

Owner/Vendor no. 8 herein and thereby said M/S. B.B.D. CONSTRUCTION became the joint owners with other co-sharers in respect of the said premises and subsequently got its name mutated in the records of the Kolkata Municipal Corporation as the joint owner with the other co - sharer in respect of the said property at 34H, B.T. Road, Kolkata - 700 002, fully and particularly described in the First Schedule hereinbelow .

AND WHEREAS said Smt. Sandhya Gupta nee Shaw while in the manner stated hereinbefore seized and possessed the said portion of land and structure in the said property has sold, transferred and conveyed her undivided share measuring 465 square feet of land, more or less in the said premises No.- 34H, B.T. Road, Kolkata - 700 002, including her proportionate share in the said tiled shaded structure in the said premises by a registered Deed of Conveyance dated 29th February, 2008 being Deed no. 7751 for the year 2008, Book No. I volume no. 198, pages 205 to 214 registered in the office of A.D.S.R Cossipore-Dum Dum unto and in favour of aforementioned Sri Pradip Bhowmik and Sri Amitabha Dey upon receipt of valuable consideration mentioned therein.

AND WHEREAS said Smt. Sanju Gupta nee Shaw while in the manner stated hereinbefore seized and possessed the said portion of land and structure the said premises has sold transferred and conveyed her undivided share measuring 465 square feet of land, more or less in the said premises No.- 34H, B.T. Road, Kolkata - 700 002, including her proportionate share in the said tiled shedded structure in the said premises by executing another registered Deed of Conveyance dated 16th April, 2008 being Deed no. 7750 for the year 2008, Book No. I, volume no. 198, pages 195 to 204 registered in the office of A.D.S.R. at Cossipore-Dum Dum, to Sri Pradip Bhowmik and Sri Amitabha Dey upon receipt of valuable consideration mentioned therein and after execution and registration of the said deed of conveyance the said Sri Pradip Bhowmik and Sri Amitabha Dey are jointly became the owners in respect of the undivided 930 square feet of land including proportionate share in the said tiled shedded structure standing at the said premises No.- 34H, B.T. Road, Kolkata - 700 002, more fully and particularly described in the First Schedule hereinbelow and subsequently got

their names mutated in the record of the Kolkata Municipal Corporation as the joint owners with other co-sharers in respect of the said property.

AND WHEREAS said Shyam Narayan Shaw and Gopal Show (since deceased) during his life time along with Smt. Monorama Shaw, the Vendors/Owners No. 1 herein and Smt. Anju Shaw, the Vendors/Owners No. 7 herein being desirous of developing their portion of the said property comprising 2325 square feet, a little more or less by constructing a new multi-storied building complex (G+4) comprising of several flats, car parking space, apartment and other spaces whereupon Sri Pradip Bhowmik and Sri Amitabha Dey, the partner of the Developer/Confirming party herein has been approached by the said land owners to carry out the aforesaid work of development within the aforesaid property, more fully and particularly described in the First Schedule hereinafter at the cost and expenses of the Developer/Confirming party and accordingly entered into an agreement with the Sri Pradip Bhowmik and Sri Amitabha Dey, the partners of M/S. A.P. CONSTRUCTION, the developers/Confirming party herein on 12th February, 2008 for the construction of the said building at their own costs and expenses according to the sanctioned building plan of Kolkata Municipal Corporation but subject to certain terms and conditions and obligations as specifically mentioned therein, whereby and whereunder the Vendors-Owners in consideration of their land and/or property as invested and exploited for the construction of said five (G+Four) storied building and the permission and/or right and power as granted and conferred therein to and in favour of the Developer/Confirming party, shall get and/or entitled to get their allotment of share or allocation in the proposed building comprising in the said property being premises no. 34H, B.T. Road, Kolkata- 700 002 with the common facilities, benefits and common services as incidental and annexed thereto from the Developer/Confirming party, as specifically mentioned in the said Development Agreement, in lieu of such investment and the Developer/Confirming party in consideration of their investment of money for the construction of said five storied (G+4) residential-cum-commercial building in the said property shall get the remaining portion of the constructed area of the said building with undivided proportionate share in the land with the common facilities, benefits and common services as ancillary and incidental thereto, as their allotment of share or

allocation in the proposed buildings in lieu of such investment and for complying with the all rules and laws and the obligations as imposed therein .

AND WHEREAS said Shyam Narayan Shaw, after execution of the aforesaid Development Agreement, died intestate on 21 November, 2008 leaving behind his wife Smt. Kalpana Shaw, the owner/Vendor no. 2 herein, son Shri Pinaki Ranjan Shaw, the owner/vendor no. 3 herein and daughter Smt. Piu Mondal nee Shaw, the owner/vendor no. 4 herein as his legal heirs and successors and thus Smt. Kalpana Shaw, Pinaki Ranjan Shaw and Piu Shaw became jointly owner in respect of the share of deceased Shyam Narayan Shaw in the said property and became jointly entitled allocation of Shyam Narayan Shaw as per terms and condition of the said Development agreement dated 12th February, 2008.

AND WHEREAS by a supplementary Agreement dated 16th December, 2009 executed by and between Sri Pradip Bhowmik and Sri Amitabha Dey the partners of the Developer/Confirming party, of the one Part and Smt. Kalpana Shaw, Sri Pinaki Ranjan Shaw and Miss. Piu Shaw, the legal heirs and successors of Shyam Narayan Shaw, jointly on the other Part ratified the earlier development agreement dated 12th February, 2008 and confirmed , inter-alia, the allotment of share of deceased Shyam Narayan Shaw as stated in the said development agreement dated 12th February, 2008 in favour of Smt. Kalpana Shaw, Pinaki Ranjan Shaw and Piu Shaw, the Owner/Vendor no. 2, 3, and 4 herein respectively.

AND WHEREAS said Gopal Shaw, after execution of the aforesaid Development Agreement, died intestate on 7th March, 2016, leaving behind his wife Smt. Rina Shaw, the owner/Vendor no. 5 herein, son Sri Gourav Shaw, the owner/vendor no. 6 herein as his legal heirs and successors and thus Smt. Rina Shaw and Sri Gourav Shaw became jointly owners in respect of the share of deceased Gopal Shaw in the said property and became jointly entitled allocation of Gopal Shaw as per terms and condition of the said Development agreement dated 12th February, 2008.

AND WHEREAS by a supplementary Agreement dated 19th May, 2016, executed by and between Sri Pradip Bhowmik and Sri Amitabha Dey the partners of the Developer/Confirming party, of the one Part and Smt. Rina Shaw and Sri Gourav Shaw the legal heirs and successors of Gopal Shaw, jointly on the other Part ratified the earlier development agreement dated 12th February, 2008 and confirmed, inter-alia, the allotment of share of deceased Gopal Shaw as stated in the said development agreement dated 12th February, 2008 in favour of Smt. Rina Shaw and Sri Gourav Shaw, the Owner/Vendor no. 5 & 6 herein respectively.

AND WHEREAS thereafter M/S. BBD CONSTRUCTION while absolutely seized and possessed all that piece and parcel of land measuring an area of 2 cottach 2 chittack 1.5 Square feet of land situated at premises no. 34H, B. T. Road, Kolkata- 700 002 has entered into another development agreement on 23rd May, 2011 with the aforesaid M/S. A.P.CONSTRUCTION, represented by both the partners Sri Pradip Bhowmik and Sri Amitabha Dey for construction of a multistoried building at their portion of the said premises and it has also been mentioned in the said agreement that the owners allocation shall be only the consideration amount as mentioned in the said agreement and upon payment of the said consideration amount the Developer/Confirming party shall be entitled to the entire constructed area/space of the said building together with proportionate undivided share in the common facilities and amenities available thereat.

AND WHEREAS subsequently Smt. Monorama Shaw, Smt. Anju Shaw, Smt Kalpana Shaw, Shri Pinaki Ranjan Shaw, Miss. Piu Shaw the Owner/Vendors have executed a Registered Power of Attorney in favour of Sri Pradip Bhowmik and Sri Amitabha Dey which was registered on 16.12.2009 and duly recorded in Book No.- IV, Deed no. 961 for the year 2009, registered in the office of A.D.S.R at Cossipore-DumDum and the said Smt. Rina Shaw and Sri Gourav Shaw executed another Power of Attorney dated 19.05.2016 and duly recorded in Book No.- IV, Deed no. 150600441 for the year 2016, registered in the office of A.D.S.R at Cossipore-Dum Dum unto and in favour of the said Sri Pradip Bhowmik and Sri Amitabha Dey, empowering them to represent Smt. Monorama

Shaw, Shri Gopal Shaw, Smt. Anju Shaw, Smt Kalpana Shaw, Shri Pinaki Ranjan Shaw, Miss. Piu Shaw, Smt. Rina Shaw and Sri Gourav Shaw, before all concerns and to do all acts, deeds and things for and on behalf of them relating to their property mentioned in First Schedule herein below including the right to enter into agreement for sale, sign contracts, right to receive payments from the intending purchaser having power to sign and execute any Deed of conveyance and/or Sale Deed.

AND WHEREAS subsequently Sri Sujan Kumar Roy Burman one of the partners of abovementioned M/S. B.B.D CONSTRUCTION have executed another Registered Power of Attorney in favour of Sri Pradip Bhowmik and Sri Amitabha Dey dated 16th December, 2009 being Deed no. 960 for the year 2009 entered in Book no. IV, registered in the office of A.D.S.R at Cossipore-Dum Dum empowering them to represent him before all concern and to do all acts, deeds and things for and on behalf of them relating to his Scheduled mentioned property including the right to enter into agreement for sale, sign contracts, right to receive payments from the intending purchaser having power to sign and execute any Deed of Conveyance and/or Sale Deed.

AND WHEREAS in terms of aforesaid development agreements and in terms of two sale deeds executed by Smt. Sandhya Gupta nee Shaw and Smt. Sanju Gupta nee Shaw in favour of Shri Pradip Bhowmick and Shri Amitabha Dey, the developer/confirming party authorised and competent to undertake the work of development of a multi storied building (G+four) in and upon the land comprising 6 Cottachs 10 Chittacks 17 Square feet, a little more or less at premises no. 34H, B. T. Road, Kolkata- 700 002 more fully described in the First Schedule hereinafter.

AND WHEREAS in terms of the said development agreements Developer/Confirming party got a plan duly sanctioned by the Borough I of Kolkata Municipal Corporation, vide sanction no. 201/010002 dated 7th April 2011 for the construction of five (G+four) storied building upon the said premises .

AND WHEREAS owing to disputes and difference in between the Vendors-owners and the confirming party the proposed construction of the five (G+Four) storied residential cum commercial building in the said house property has been stalled by an order of injunction passed in title suit No.- 285 of 2007 by the Ld. Second Civil Judge (Jr. Div.) at Sealdaha brought by the confirming party .

AND WHEREAS the dispute and difference as cropped up between the Vendors- and the confirming party has been settled and set at rest and the said Title Suit no.- 285 of 2007 has been decreed on compromise on 24/11/2010 on certain terms and condition as stipulated therein .

AND WHEREAS after obtaining the building sanctioned plan the Developer herein have constructed a Five (G + four) storied building on the said property mentioned in the First Schedule hereinafter written .

AND WHEREAS the Purchasers herein inspected the said sanction plan, Development Agreement, Power of Attorney and all other papers and also enquiries and searches as to the title of the vendors in the said property and satisfied **themselves** regarding right title and interest of the vendors and the Developer in the said property.

AND WHEREAS after completion of the said five (G+ four) storied building the vendors being the owner of the flats and the Developer being the Developer/Confirming party herein do jointly proposed to the Purchasers hereto for sale of one residential **Flat** on the **First Floor, North-East** Side, Flat No.- **1C**, measuring super built up area of **785** (Seven Hundred Eighty Five) **Sq. ft.** more or less and one open car parking space Being No.- **5**, on the **Ground** floor of the said building having super built up area of 5m x 2.5m =**135** Square feet more or less together with undivided impartible proportionate share of interests of land together with all common amenities and facilities thereto lying and situated at Premises No. 34H, B.T. Road, Kolkata - 700 002, Ward No. 1, morefully mentioned and described in the First Schedule hereunder written at or for the consideration of **Rs. 24,72,750/-** (Rupees Twenty Four Lac Seventy Two Thousand Seven Hundred Fifty) only for the said flat and another **Rs. 3,25,000/-**

(Rupees Three Lac Twenty Five Thousand) only for the said car parking space thus total consideration of **Rs. 27,97,750/- (Rupees Twenty Seven Lac Ninety Seven Thousand Seven Hundred Fifty)** only for the said flat and car parking space and the Purchasers **have** agreed to purchase the said Flat and car parking space and also entered into an agreement for sale dated **23.06.2016** with the Vendors and the Developer herein.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS: -

That in pursuance of the said agreement **dated 23.06.2016** and in consideration of the said sum of **Rs. 27,97,750/- (Rupees Twenty Seven Lac Ninety Seven Thousand Seven Hundred Fifty)** of the lawful money of the union of India well and truly paid by the Purchasers to the Developer/Confirming party (receipt whereof the developer/Confirming party do hereby as also the Memo of consideration written herein below admit and acknowledge and from the same and every part thereof hereto acquit, release and forever discharge unto the Purchasers and the Vendors and the Developer/Confirming party do hereby sell, grant, transfer, convey, assigns and assure unto the Purchasers **ALL THAT** flat on the **First Floor, North-East** Side, Flat No.- **1C**, measuring super built up area of **785** (Seven Hundred Eighty Five) **Sq. ft.** more or less and one open car parking space Being No.- **5**, on the **Ground** floor of the said building having super built up area of 5m x 2.5m = **135** Square feet more or less, (morefully and particularly described in the Second Schedule hereunder written) together with the undivided proportionate share of the land in the building (more fully and particularly described in the First Schedule hereunder written) and also the undivided share in the staircase, landing, entrance and passage of the building in common with the other owners/occupiers of different flats in the said building for the purpose of beneficial use and enjoyment of the said flat and car parking space including the uninterrupted and free access to and from the main Corporation Road. **AND** other common areas portions amenities and facilities more fully and particularly described in the Third Schedule hereunder written (herein collectively referred to as the said flat and car parking space or howsoever otherwise the said flat and car parking space now is or at any time or times hereto before was situated, butted, bounded called known numbered described and distinguished **TOGETHER WITH** all fixtures, walls, sewers, drains,

passages, water courses and all manner of former or other rights, liberties, easements, privileges, advantages, appendages and appurtenances whatsoever to the said flat and open car parking space & or any part thereof usually occupied or enjoyed or reputed to belonging or be appurtenant therein AND the reversion or reversions remainder or remainders and the rents issues and profits thereof and every part thereof and all the estate, rights, title, interest, claims use inheritance, trust, property or demand whatsoever of the Vendors do at law or in equity into and upon the said flat and open car parking space or any part thereof **TO HAVE AND TO HOLD** the said flat and open car parking space hereby granted, conveyed, transferred, assigned and assured or expressed or intended so to be and every part thereof TOGETHER WITH their and every of their respective rights manner and appurtenances whatsoever unto the Purchasers absolutely and forever free from all encumbrances, trusts, charges, liens, lispences, attachments, acquisition and requisition by the Government or any Government Agency or other concern and all other liberties whatsoever including however right to convey or transfer the said flat and car parking space if necessary at any time subject nevertheless to the easement or quasi easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat and car parking space as mentioned in the Fourth Schedule hereunder written and excepting and reserving unto the Vendors and the other owners and occupiers of other flats in the said building such easement or quasi easements and rights and privileges as are mentioned in the Fifth Schedule hereunder written also subject to the Purchasers's covenant to bear and pay **their** proportionate share of common expenses to the Association/Society/Company to be formed by the owners/occupiers of the flats of the said building for maintenance of the flats of the said building as mentioned in the Sixth Schedule hereunder written. The Third, Fourth, Fifth and Sixth Schedule hereunder written shall cover the interests, easements, quasi-easements, exceptions reservations and privileges of the flat and car parking space owners/occupiers only .

THE VENDORS & THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS: -

1. That the said land /Flat and car parking space hereinafter referred to as First & Second Schedule and every part thereof are not attached in any proceeding started by or at the instance of Estate duty income Tax, Wealth Tax or Gift Tax Authorities and all rents and taxes of concerned Authorities are duly paid and /or be paid accordingly the concerned department of or under the provisions of the public Demand Recovery Act or otherwise and that no Certificate has been filed in the office of the Certificate Officer under the provisions of the execution of any Certificate at the instance of Income Tax and/or Wealth Tax and/or Estate duty Authority.
2. That notwithstanding any act deed matter or thing by the Vendors or by any of their successor or successors ancestors or predecessors in title done executed or knowingly suffered or permitted or suffered to the contrary the Vendors are lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said flat and car parking space and /or the premises hereby sold, conveyed, transferred, assigned and assured to be and every part thereof for a perfect and indefeasible estate or other inheritance thereof without any manner or conditions, use, trust or other thing whatsoever alter defect encumber or make void the same AND THAT NOT WITHSTANDING any such act deed matter or thing whatsoever as aforesaid the Vendors and the Developer have now good right full power and lawful and absolute Authority to sell, grant, convey, transfer, assign and assure the said flat and car parking space thereby sold, granted, conveyed, transferred, assigned and assured or expressed so to be unto and to the use of the Purchasers absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever.
3. That notwithstanding any act deed or thing whatsoever hereto before done committed or knowingly suffered by the Vendors and the developer to the contrary, the Vendors have good right full power absolutely authority and indefeasible title and/or otherwise well and sufficiently entitle to sell, grant, transferred, assign, convey and assure the said flat and car parking space unto the Purchasers in the manner aforesaid.
4. That it shall be lawful for the Purchasers at all times hereafter to peaceably and quietly enter into and upon and hold, occupy and enjoy the said flat

and car parking space and receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrance, disturbances, suit, claim or demand whatsoever from or by the Vendors and the developer or any person or persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever in the said flat and car parking space from under through or in trust for the Vendors and the developer and free from all encumbrances and forever discharge or otherwise and by and at the cost of the developer well and sufficiently made harmless and keep indemnified of from and against all charges, liens, lispendences, attachments by the Vendors and the developer or any person or persons lawfully or equitably claiming as aforesaid.

5. That the Vendors and the developer and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said flat and car parking space through under or in trust for the Vendors and the developer and/or their predecessors in title or any of them shall and will from time to time and at all times hereafter upon every reasonable request and at the costs of cause to be done made acknowledge and executed all such further and other acts, cause, things and assurances whatsoever either for removal of any defect in the deed or for further better and more perfectly assuring the said flat and car parking space sold, granted, transferred, conveyed, assigned, assured and every part thereof unto and to the use of the Purchasers as well as shall or may be reasonably required.
6. The Purchasers shall be entitled to sell, transfer, mortgage, lease, rents, assign and/or deal with the said flat and car parking space along with undivided proportionate share of the land and right and common spaces/parts/portions/amenities/conveniences hereby acquired as described in the first, Second and Third Schedule hereunder in such manner as the Purchasers shall think fit and proper subject to the terms and conditions herein without any consent or objection of any other co-owners or the Vendors and the developer who have acquired before or who may hereafter acquire any right, title or interest similar to those contained by the Purchasers.

7. Such Apartment/flat will constitute a single residential unit, transferable and heritable.
8. The Common portion/Parts /Amenities/Convenience, general shall remain undivided and that no owner shall bring any action for portion or division thereon forever.
9. The percentage of the undivided interest in the land and in the General or restricted common portion/Parts/Amenities/ Convenience shall not be altered at any point of time.

THE PURCHASERS HEREBY AGREES AND COVENANTS WITH THE VENDORS AND THE DEVELOPER AS FOLLOWS: -

1. That the right of the Purchasers shall remain to enjoy in common to undivided proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and common spaces portion/Parts /Amenities /Convenience as described in the First and Third Schedule hereunder.
2. The said flat shall always be used by the Purchasers only for the purpose of residence.
3. The Purchasers and other owners/occupiers of the building shall form Society, Association or Company for maintaining the said building and the common areas of the said building and shall abide by all laws, bye -laws, rules and regulation of such society or association pay proportionately the necessary Taxes, revenue and maintenance charges of the said building and common portion/Parts /Amenities/ conveyances thereof and shall observe and perform all rules and bye -laws of such Society, Association or Company.
4. The cost of maintaining, replacing, white washing, painting and decorating the main structure particularly the common portions of the terrace and structure of the building, rain water pipes, water tanks, motors pumps, and electrical wire, sewerages, drains , transformer and all other common parts of the fixtures, fittings and equipment's in under or upon the building enjoyed or used in common by the Purchasers and occupier thereof , shall be borne by the said Society, Association or Company.

5. The Purchasers shall be liable and agree to make payment of the proportionate share or maintenance and service charges regularly and punctually to the said Society, association or Company.
6. In the event of any capital expenditure for repairs, maintenance etc. for common purpose the Purchasers shall be liable to make payment of the proportionate share as shall be determined by the said society, Association or Company.
7. The Purchasers shall be liable to make payment of the Municipal rates, taxes and outgoing in respect of **their** flat and car parking space in full.
8. The Purchasers shall has the absolute right to mutate **their** names in the Kolkata Municipal Corporation Office pay the taxes of **their** respective portion to be separately assessed by the Authorities. So, long as such flat and car parking space of the said building shall not be separately assessed by the authorities for taxes the Purchasers shall pay to the developer a proportionate share of the Municipal Corporation Taxes, Water Tax of any in respect of the **flat** and car parking space of the building such apportionment shall be made by the developer in consultation with the Purchasers on the basis of the area required by the Purchasers .
9. The Purchasers and other owners/occupiers of the building shall form Society, Association or Company for maintaining the said building and the common areas of the said building and shall abide by all laws, bye -laws, rules and regulation of such society or association pay proportionately the necessary Taxes, revenue and maintenance charges of the said building and common portion/Parts /Amenities/ conveyances thereof and shall observe and perform all rules and bye -laws of such Society, Association or Company.
10. Not to deposit, throw, accumulate any rubbish water, dirt, rage or other refuse in the staircase or any common parts of the building or premises or permit the same.
11. Not to display any hoarding, signboards or play cards on the terrace of the said unit or anywhere also in the said premises.
12. To keep the internal portion of the said flat and every part thereof in good condition so as the support and protect other supporting parts of the building.

13. Not to use stove or chulas in the stairs and other common portions and/or allow smoke to spread and go in common areas.
14. Not to do any act, good or thing whereby the Vendors are prevented from selling, assigning or disposing off any other portion or portions of which the Vendors are the only absolute owners, in the said building.
15. To use in common with other occupiers and owners of flats of the building, the common areas and facilities as described in the Third Schedule hereinafter written.
16. The **Purchasers** shall have the right of access to the ultimate top roof of the said building only for the purpose of fixing television antenna, dish antenna, dry clothing etc., without causing inconvenience to the other co-Owners and or occupiers of the building but the Developer reserves the future right of vertical and horizontal constructions over the roof of the said premises and then the Purchasers shall use the ultimate roof of the said building in common.

THE FIRST SCHEDULE ABOVE REFERRED TO: -

(Description of the entire property)

ALL THAT piece and parcel of land measuring 6 (six) Cottahs 10 (Ten) Chittacks 17 (Seventeen) Square Feet be the same a little more or less with five (G+Four) storied structure standing thereon lying in Mouza-Cossipur , under Division 1, Sub-Division 3, Touzi No. 1298/2933 being premises No. 34H, Barrackpore Trunk Road, Kolkata- 700 002 within the Ward No. 1, of the Kolkata Municipal Corporation, Police Station Cossipore, under A.D.S.R.O. Cossipore-Dun Dum in the District of North 24-Parganas and which is butted and bounded by :

<u>ON HE NORTH</u>	:	Premises No. 34B, B.T. Road, Kolkata - 700002
<u>ON THE SOUTH</u>	:	7' ft. wide Common Passage.
<u>ON THE EAST</u>	:	Barrackpore Trunk Road
<u>ON THE WEST</u>	:	Premises No. 34F, B.T. Road

THE SECOND SCHEDULE ABOVE REFERRED TO

The flat and car parking space hereby sold

ALL THAT one self contained and independent residential Flat on the First Floor,**North-East** Side, Flat No.1C, measuring super built up area of 785 (Seven

Hundred Eighty Five) Sq. ft. more or less consisting of Two Bed Rooms, one Drawing cum dining space, one kitchen, two Toilets and one balcony and one open car parking space Being No.- 5, on the ^{open to sky} **Ground** floor with **cemented flooring** of the said building having super built up area of 5m x 2.5m = **135 (One Hundred Thirty Five) Sq.ft.** more or less of the said five (G + four) storied building at Premises No. 34H, Barrackpore Trunk Road, P.S. Cossipore, Kolkata-700 002, Ward no. 1 of the Kolkata Municipal Corporation delineated in RED in the Map or Plan annexed herewith, TOGETHER WITH the undivided impartible proportionate share of land along with facilities of other common amenities thereunto stated in the First Schedule herein above under the building as well as with all other as eminent and common rights over common passage and common facilities and amenities and facilities attached to and available with all other flats in the Building as mentioned in the Third schedule.

THE THIRD SCHEDULE ABOVE REFERRED TO: -

(Common areas and facilities)

1. The foundation columns, girders, beams, supports etc.
2. One overhead reservoir with the main pipe line, septic tank .
3. One pump with motor and pump and distribution pipes .
4. Water pump, water tanks, water pipes and other common plumbing installations .
5. Corridors, lobbies, landings spaces, stairs, along with parapet walls, stair ways, roof, entrance exits of the building.
6. Electric wiring meter and fittings .
7. Water and sewerages evacuation pipes to the drains and sewerage common to the following .

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Easements and Quasi- Easements)

1. The Purchasers shall be entitled to all rights, privileges including the right of vertical and lateral supports easements, quasi-easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat and the properties appurtenances thereto or otherwise hereby intended so to be held, used occupied or enjoyed or reputed or known part and parcel or member thereof or appertaining thereto which are hereafter more fully specified EXCEPTING AND RESERVING unto

the Vendors and other co-owners and occupiers of other flats of the building the rights easement quasi easement privileges and appurtenances hereafter more particularly set forth in the fifth schedule hereto .

2. The right of access in common with the Vendors and other owners or occupiers of the flat of the said building at all times and for all normal purpose connected with the use and enjoyment of the entrance staircase, roof, landing and other common parts of the building.
3. The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said premises and properties appurtenant thereto and common parts with or without vehicles over and along the passages and pathways comprised within the said building and the appurtenant land PROVIDED ALWAYS and its is declared that herein contained shall permit the Purchasers or any person deserving title under the Purchasers and/or **their** servants agents and employees invites to obstruct in any way by vehicles, deposit of materials rubbish or otherwise the free passage of the Vendors and other co-owners or occupiers of other flats of the said building properly entitled to such rights of way over and along such passages or pathways or common parts as aforesaid.
4. The Right of passage in common as aforesaid of electricity , water and soil pipes and to the said flat and the properties appurtenant thereto through pipes, drains, wires and conduits lying or being in under through or over any part or parts of the said flat and the said flat and the said premises so far as reasonably necessary for the beneficial occupation and enjoyment of the said flat and the properties appurtenant thereto for all lawful purpose whosoever.
5. The right with or without workmen and necessary materials for the Purchasers to enter from time to time during the day time upon the other parts of the said building and the said premises for the purpose of repairing so far as may be necessary such pipes drain and conduits

aforesaid and for the purpose of re-building repairing, replacing cleaning any part or parts of the said premises and the properties appurtenant thereto to so far as such repairing, replacing, painting or cleaning as aforesaid can not be reasonably carried out without such entry and in all such cases excepting emergent situation upon giving twenty four hours previous notice in writing of **their** intention so to enter to the Vendors and other co-owners or occupiers of flats of the building properly entitled to the same .

THE FIFTH SCHEDULE ABOVE REFERRED TO: -

(Excepting and Reservations)

1. The under mentioned rights, easements, quasi- easements, privileges and appurtenances shall be excepted and be reserved unto the Vendors and/or other owners and occupiers of the other flats of the said building entitled to the same and/or deriving rights, title under them other than the Purchasers in respect of the said premises .
2. The right of way in common with the Purchasers, the Vendors and other co-owners of occupiers of other flat of the said building entitled as aforesaid for the enjoyment and use of common parts of passage of the said building including its installations staircase entrance and other parts or passage and or for the purpose connected therewith including ingress to and egress from the said building .
3. The right of passage in common as aforesaid of electricity gas water and soil from and to any part (other then the said floor and the proportions appurtenant thereto) or other parts of the said building through pipes drains wires conduits lying or being in under through or over the said premises and the properties appurtenant thereto as far as may be reasonably necessary for the beneficial use of occupation of the other portion or portions of the said building for all lawful purpose whatsoever .
4. The rights of protection of other portion or portions of the said building from or by all parts of the said premises and the properties appurtenant thereto any manner not demolish the support at present enjoyed by

the other portion or portions of the building from the said floor and the properties appurtenant thereto .

THE SIXTH SCHEDULE ABOVE REFERRED TO: -

(Common expenses)

The Association/ Society/company formed by the owners/ occupiers of the flats/car parking spaces/shop of the building shall manage, maintain and control the following expenses.

1. The expenses of maintaining, repairing, replacing redecorating etc., of the main structure and in particular the gutters and rain water pipes of the building water pipes, sewers line and electric wires in under or upon the building and enjoyed or used by the Purchasers in common with the Vendors and other occupiers of other flats and main entrance passages, landing and staircase, of the building as enjoyed by the Purchasers or used by **their** in common as aforesaid and the boundary walls of the building and compound etc.
2. The cost of cleaning and lighting the passage landing staircase and other parts of the building enjoyed, used by the Purchasers in common as aforesaid.
3. The costs of maintaining and decorating the exterior of the building.
4. The costs and expenses for running operations and maintaining water pump , electric motors etc.
5. The salaries of the clerks, chowkidars, sweepers, mistry and caretakers etc.
6. The cost of working and maintenance of other lights and service charges .
7. The proportionate rates, taxes and outgoings in respect of the said flat which is otherwise to be borne and paid by its owners.
8. Maintenance of regular water supply to the flats.

IN WITNESS WHEREOF the parties have hereunto set and affixed our respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

**by the Vendors, Developer,
Purchasers in the presence of
WITNESSES :-**

1. *Krishna Padachoudhary*
40-Lake Mintu Choudhary
102, Nairon Para Lane
P.O. P.S. - Baranagar
Kolkata - 700032
2. *Geopel Datta*
100-22-2-Rus
100-22-2

Amibashu Sen
Gourab Bhatnagar

Selves & Constituted Power of Attorney for Sri Sujan Kumar Roy Burman, Smt. Monorama Shaw, Smt. Kalpana Shaw, Smt. Piu Shaw, Smt. Anju Shaw, Smt. Rina Shaw, Sri Pinaki Ranjan Shaw, Sri Gourab Shaw.

SIGNATURE OF THE VENDORS

Vivut Kumar Upadhyay
Anit Kumar Upadhyay

SIGNATURE OF THE PURCHASERS

Deed prepared by -

Sankar Saha
F421/412/2006
Advocate
High Court, Calcutta

For A.P. CONSTRUCTION

Amibashu Sen
Gourab Bhatnagar
PARTNERS

SIGNATURE OF THE DEVELOPER