

2867/18

I-2666/2018

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 5000

पाँच हजार रुपये

Rs. 5000

FIVE THOUSAND RUPEES

भारत INDIA

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

D 649803

Certified that the document is authentic to registration. The Signature Sheet and Endowment Sheets Attached to the document are the part of the document.

Additional District Sub-Registrar
Coochibour, Dum Dum, 24-Pgs. (North)

26 MAR 2018

1501-474/168/11
B.T. and
Commercial 1417 fu
Commercial 1441 fu

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the 26th day of
March... Two Thousand Eighteen (2018);

BY AND BETWEEN

Cont P/2

3487
 23-03-18
 6000/-
 Ashwini Swri
 36C, B.T. Road, Kolkata-700002.
 Ranjit Paul
 লাইসেন্স প্রাপ্ত
 বাণিজ্যিক দফতর এ.ডি.এস. নং ৩৩৫৫
 বি



তেজোর নাম - রঞ্জিতা পাল
 ঠিকার নাম :- বারাকপুর
 19 MAR 2018
 21500/-
 ৩৩৫৫



Addl. District Sub- Registrar
 Campore Dum-Dum 24 Pga Pga
 26 MAR 2018

Identified by me
 Pradip Ban
 Advocate
 S/o, Late, Subendranath Ban
 1, Kati Channaghet Road
 P.O. - Sonthe
 700050

19-2
 Date: 23
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 POSITOR
 Name:
 Contact N
 E-mail:
 Address
 Appli
 Offi
 OF
 S

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

IN: 19-201718-020404538-1

Payment Mode Online Payment

RN Date: 23/03/2018 14:10:46

Bank : Allahabad Bank

RN : 230318008094996

BRN Date: 23/03/2018 14:12:25

EPOSITOR'S DETAILS

Name : Mookherjee Consultancy
Contact No. :
E-mail :
Address : 104 Dum Dum Road Kolkata 30
Applicant Name : Mr ANIMESH GHOSH
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Sale Document Payment No 4

Id No. : 15060000474168/4/2018

[Query No./Query Year]

PAYMENT DETAILS

| Sl. No. | Identification No. | Head of A/C Description | Head of A/C | Amount[₹] |
|---------|-----------------------|--|--------------------|------------|
| 1 | 15060000474168/4/2018 | Property Registration- Stamp duty | 0030-02-103-003-02 | 1555480 |
| 2 | 15060000474168/4/2018 | Property Registration- Registration Fees | 0030-03-104-001-16 | 222937 |

Total

1778417

In Words : Rupees Seventeen Lakh Seventy Eight Thousand Four Hundred Seventeen only

(1) **SMT. SHARMISTHA PAUL (PODDER)**, her PAN No. **BRKPP3337B**, Daughter of Late Sunil Podder, by occupation - Housewife, **AND (2) SRI NIRMAL KUMAR PODDAR**, his PAN No. **ANVPP9174A**, Son of Late Jagadish Chandra Poddar, by occupation - Retired, **AND (3) SMT. MOUMITA DAS**, her PAN No. **AGUPD9247J**, Daughter of Late Shyamal Poddar, by occupation - Housewife, **AND (4) SMT. SUKLA PODDAR**, her PAN No. **BOHPP4950A**, Wife of Late Subal Poddar, by occupation - Housewife, **AND (5) SMT. JOYETA PODDAR**, her PAN No. **BDHPP7668E**, Daughter of Late Subal Poddar, by occupation - Service holder, **AND (6) SMT. SIKHA PODDER**, her PAN No. **AOVPP1824L**, Wife of Late Samir Podder, by occupation - Housewife, **AND (7) SRI RAJU PODDER**, his PAN No. **AOVPP1825M**, Son of Late Samir Podder, by occupation - Service holder, **AND (8) SRI SOMNATH PODDER**, his PAN No. **BDWPP6138C**, Son of Late Samir Podder, by occupation - Service holder, **AND (9) SRI LALTU PODDAR**, his PAN No. **ATMPP8590R**, Son of Late Jagadish Chandra Poddar, by occupation - Business, **AND (10) SMT. ALOKA SAMADDAR**, her PAN No. **FIPPS9666N**, Daughter of Late Jagadish Chandra Poddar, Wife of Sri Sankar Samaddar, by occupation - Housewife, **AND (11) SMT. CHANDANA DAS**, her PAN No. **AYQPD4912Q**, Daughter of Late Jagadish Chandra Poddar, Wife of Sri Joydeb Das, by occupation - Housewife, **AND (12) SMT. ALPANA DAS**, her PAN No. **ANWPD2624G**, Daughter of Late Jagadish Chandra Poddar, Wife of Sri Ashok Kumar Das, by occupation - Housewife; All are by faith - Hindu, by nationality - Indian and All are

residing of Premises No. 3, Mallick Colony, Kolkata - 700 036, P. O. & P. S. Baranagar, District - North 24 Parganas, hereinafter jointly called and referred to as the **"LAND OWNERS/VENDORS"** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) **OF THE FIRST PART**, all are represented by their constituted Attorney **(1) SRI ANIMESH GHOSH**, son of Sri Apurba Ghosh, his **PAN No. AIEPG6853B**, by Occupation - Business, by faith - Hindu, by nationality - Indian, residing at 10/1, Deshapriya Nagar Colony, Palpara, P. O. Sinthi, P. S. Baranagar, Kolkata - 700 050, Dist. - North 24 Parganas, **AND (2) SRI JHANTU MAITY**, son of Sri Rajkumar Maity, his **PAN No. ARFPM8285P**, by Occupation - Business, by faith - Hindu, by Nationality - Indian, permanent resident of 157/5, Baruipara Lane, P. O. Alambazar, P. S. Baranagar, Kolkata - 700 035, Dist. - North 24 Parganas, and presently residing at 21/3/A, Barister P. Mitra Road, P. O. Alambazar, P. S. Baranagar, Kolkata - 700 035, Dist. - North 24 Parganas, being the Partners of **"A. J. CONSTRUCTION"**, a Partnership Firm, having its **PAN No. ABBFA3167E**, having it's principal place of business at 10/1, Deshapriya Nagar Colony, Palpara, P. O. Sinthi, P. S. Baranagar, Kolkata - 700 050, Dist. - North 24 Parganas, and they are represented by the Development Power-or-Attorney executed on 27.04.2015 and which was registered with the office of A.D.S.R. Cossipore Dum Dum

and same was recorded in Book No. I, C.D. Volume No. 10, Pages from 6630 to 6648, being Deed No. 03965 for the year 2015.

A N D

"A. J. CONSTRUCTION", a Partnership Firm, having its **PAN No. ABBFA3167E**, having its principal place of business at 10/1, Deshapriya Nagar Colony, Palpara, P. O. Sinthi, P. S. Baranagar, Kolkata - 700 050, Dist. - North 24 Parganas, represented by its Partners **(1) SRI ANIMESH GHOSH**, son of Sri Apurba Ghosh, his **PAN No. AIEPG6853B**, by Occupation - Business, by faith - Hindu, by nationality - Indian, residing at 10/1, Deshapriya Nagar Colony, Palpara, P. O. - Sinthi, P. S. - Baranagar, Kolkata - 700 050, Dist. - North 24 Parganas, **AND (2) SRI JHANTU MAITY**, son of Sri Rajkumar Maity, his **PAN No. ARFPM8285P**, by Occupation - Business, by faith - Hindu, by Nationality - Indian, permanent resident of 157/5, Baruipara Lane, P. O. Alambazar, P. S. Baranagar, Kolkata - 700 035, Dist. - North 24 Parganas, and presently residing at 21/3/A, Barister P. Mitra Road, P. O. Alambazar, P. S. Baranagar, Kolkata - 700 035, Dist. - North 24 Parganas, hereinafter jointly called and referred to as the **"DEVELOPERS/CONFIRMING PARTY"** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) **OF THE SECOND PART.**

A N D

MR. ASHWINI SURI, Son of Late Surinder Nath Suri, his **PAN No. ALRPS1306H**, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at OM TOWER, 36C, B.T. Road, Flat No. 5J, P. O. & P.S. - Cossipore, Kolkata - 700002, District - Kolkata, hereinafter called and referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the **THIRD PART**.

WHEREAS one Basana Podder (since deceased), wife of Late Jagadish Chandra Poddar, became the sole and absolute owner of **ALL THAT** piece and parcel of land measuring about 2(Two) Cotthas 5(Five) Chittaks 22(Twenty-Two) sq.ft., be the same a little more or less comprised in Mouza - Palpara, J. L. No. 7, E.P. No. 78, S. P. No. 78, under C.S. & R.S. Plot No. 302(P), being Premises No. 207/3, B.T. Road (also known as 3, Mallick Colony), Kolkata - 700 036, P.O & P.S. - Baranagar, Dist.- North 24 Parganas, within the local limits of the Baranagar Municipality, Ward No. 13, Holding No. 187, and within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum, in the District of North 24 Parganas, by way of a Deed of Gift executed by the Government of West Bengal in her favour on 11.05.1988 and the said Deed of Gift dated 11.05.1988 was registered with the office of

A.D.R. North 24 Parganas, Barasat and recorded in Book No. I, Volume No. XIX, pages from 285 to 288, being Deed No. 1422 for the year 1988.

AND WHEREAS said Basana Podder, after becoming the sole and absolute owner of the aforesaid property, mutated her name in the concern Baranagar Municipality and other Government Seresta and also enjoyed the same by making a structure over the aforesaid property with her family and while enjoying the same, she died intestate on 31.08.2012 and before her demise her husband Jagdish Chandra Podder also died intestate on 29.01.1985.

AND WHEREAS said Basana Podder died intestate on 31.08.2012 left behind her 7 sons and 3 daughters.

AND WHEREAS after demise of said Basana Podder, her two sons namely Nirmal Podder and Laltu Podder at present exists and her three daughters namely Smt. Aloka Samaddar, Smt. Chandana Das and Smt. Alpana Das also are presently exists.

AND WHEREAS before demise of said Basana Podder on 31.08.2012, her one son namely Bablu Podder died as unmarried on 05.12.1996.

AND WHEREAS before demise of said Basana Podder, her one son namely Sunil Podder died on 06.03.1998 leaving behind his wife Chhaya Podder and his daughter Smt. Sharmistha Paul (Podder) who as his legal heirs and successors and said Chhaya Podder also passed away on

17.07.2003 and after their demise Smt. Sarmistha Paul (Podder) became the only legal heirs of the property left by said Sunil Podder and said Sharmistha Paul (Podder) is one of the Vendor and Land Owner in the First Schedule property herein below.

AND WHEREAS the Vendor No. 2, namely Sri Nirmal Kumar Podder, is one of the Owner of the First Schedule Property and the leaving son of said Basana Podder, since deceased.

AND WHEREAS before demise of said Basana Podder her another son namely Shyamal Podder died on 27.09.2006, leaving behind his wife, namely, Sushmita Podder, since deceased, and his daughter, namely, Moumita Das as his legal heirs and successors. That said Sushmita Podder, wife of Shyamal Podder also passed away on 04.11.2014 and after demise of said Shyamal Podder and his wife Sushmita Podder his only one daughter namely Moumita Das, as Vendor No. 3, became one of the Land Owner of the First Schedule property, became the legal heirs of deceased Shyamal Podder.

AND WHEREAS before demise of said Basana Podder, her another son namely Subal Podder died on 09.06.1990 leaving behind his wife Smt. Sukla Podder and his daughter namely Smt. Joyeta Podder as his legal heirs and successor and after demise of aforesaid Subal Podder, his wife Smt. Sukla Podder and his daughter namely, namely, Smt. Joyeta Podder became

the joint legal heirs of the property left by said Subal Podder and they became one of the Owners of the First Schedule property as Vendor No. 4 & 5 hereinabove.

AND WHEREAS before demise of said Basana Podder, her another son namely Bachu Podder died on 04.08.1992 leaving behind his wife Smt. Sikha Podder and his two sons namely Sri Raju Podder and Sri Somenath Podder as his legal heirs and successors of said Bachu Podder and they became one of the Owners as the Vendor Nos. 6, 7 & 8 of the First Schedule Property written hereunder.

AND WHEREAS one Sri Laltu Podder, who is another living and existing son of said Basana Podder, since deceased, and who became one of the Owner, as the Vendor No. 9 in the First Schedule Property herein below.

AND WHEREAS the Vendor No. 10 namely, Smt. Aloka Samadder, wife of Sri Sankar Samadder, Daughter of Late Jagadish Chandra Podder and Vendor No. 11 Smt. Chandana Das, wife of Sri Joydeb Das, Daughter of Late Jagadish Chandra Podder and Vendor No. 12 Smt. Alpana Das, wife of Sri Ashok Kumar Das, Daughter of Late Jagadish Chandra Podder (since deceased) are three daughters of Basana Podder and they are leaving and existing and they became one of the Owners of the First Schedule property and they also inherited their respective shares after demise of their mother,

namely, Basana Podder(since deceased) and their father, namely Jagadish Chandra Podder(since deceased).

AND WHEREAS the abovementioned Land Owners/Vendors, the First Part herein, became the absolute owners of the aforesaid property and also the property which is specifically and/or particularly mentioned in the **FIRST SCHEDULE** hereunder written, and being the Warrison of the above mentioned Basana Podder and her husband Jagadish Podder, the present land owners/vendors herein mutated their names in the concern Baranagar Municipality and their names were duly mutated in the Baranagar Municipality being Holding No. 187, at Premises No. 207/3, B.T. Road (also known as 3, Mallick Colony), Kolkata - 700 036, under Ward No.13, within P.O & P.S. Baranagar, Dist. - North 24 Parganas.

AND WHEREAS the First Part, Land Owners herein, while enjoying the said property in their own names, and by paying taxes regularly and by exercising all sorts of ownership rights intended to develop of the **First Schedule** Property and also to construct a multi-storied building thereon, it is informed to the present Developer herein, and both the parties mutually agreed to erect a multi-storied building thereupon according to the sanctioned building plan from the concerned Baranagar Municipal Authority and together with all easement and appurtenance thereto and also which is free from all encumbrances and which is specifically and/or particularly mentioned in the **First Schedule** hereunder written.

AND WHEREAS while in actual physical possession of the aforesaid property and also which is more or particularly mentioned in the **First Schedule** hereunder written whereas the said Land Lords, First Part herein, are the absolute and sole owners and occupiers of all and the **First Schedule** Property and which is free from all encumbrances, charges, liens, whatsoever.

AND WHEREAS the Vendors herein, being the absolute Owners intended to Develop their said property to construct a multi storied Building consisting of several Flats, Shops, Units etc. on the said property according to the sanctioned building Plan of Baranagar Municipality and thus entered into a registered Development Agreement with '**A. J. CONSTRUCTION**', represented by two of its partners, 1) **SRI ANIMESH GHOSH**, AND 2) **SRI JHANTU MAITY**, for erecting a multi storied building containing Flats, Shops, Units etc. according to the sanctioned building plan of Baranagar Municipality on the said premises and also executed registered Development Power of Attorney to sell of the said Flats, Shops and Units etc from the Developers' allocation area. That the Owners/Vendors have entered into a Development Agreement with the Second Part herein on 27/04/2015, the said Development Agreement was duly registered with the Office of A.D.S.R. Cossipore Dum Dum and the same was recorded in the said office in Book No. I, C.D. Volume No. 10, Pages from 6598 to 6629, being Deed No. 03964 for the year 2015.

AND WHEREAS the present Vendors/Owners also executed a Development Power of Attorney in favour of the Promoter/Developer, namely, "A.J. CONSTRUCTION" on 27.04.2015 and the same was registered with the Office of A.D.S.R. Cossipore Dum Dum and the same was recorded in Book No. I, CD Volume No.10, Pages from 6630 to 6648, being No.03965, for the year 2015.

AND WHEREAS the present Owners/First Part herein obtained a sanctioned **Building Plan being No. PW/BS/378/13, dated 16.02.2016** and started construction over the said **First Schedule Property**.

AND WHEREAS after starting the construction, present Developer/Promoter herein have already completed the construction of the aforesaid multi-storied building according to the sanctioned building Plan of the Baranagar Municipality and have applied for granting of Revised Building Plan as well as Completion Certificate and the concern Baranagar Municipality has granted the Revised Building Plan, vide Plan no. **PW/RB/118/13, dated 19.03.2018.**

AND WHEREAS the Developers herein obtained the Revised Building Plan and also recorded of the **entire Ground Floor and the First Floor** as Commercial space or Shop Room purpose, which is under Developers'

Allocation area, as per the terms and conditions of the Development Agreement and which is free from all encumbrances, charges, liens and lispence whatsoever.

AND WHEREAS it is hereby specifically mentioned here that at the **Ground Floor** of the aforesaid multi-storied building consists of **1417 Sq. ft. as Super built up area as Shop Room for Commercial purpose**, and also the **First Floor** consisting of **1441 Sq.ft. Super built up area as Shop Room for Commercial Purpose** and which is specifically and/or particularly mentioned in the Second Schedule written herein below.

AND WHEREAS the **PURCHASER** herein inspected the documents and papers and after being satisfied he showed his willingness to purchase **The entire two floors** that means **Ground Floor** measuring about **1417 sq. ft. super built up area** and the **First Floor** measuring about **1441 sq. ft. as Super built up area**, be the same a little more or less, as Shop Room for commercial purpose.

AND WHEREAS the Vendors and the Developers/Confirming Party have agreed to sell and the Purchaser has agreed to purchase **ALL THAT** the entire **Ground Floor** the **Shop Room** as commercial purpose measuring about **1417 sq.ft. Super built up area** and the entire **First Floor** the **Shop Room** as commercial purpose measuring about **1441 sq.ft. Super built up area**, in total measuring about **2858 sq.ft. Super built up area** together

with Lift facility (exclusively use for Shop room), be the same a little more or less at 207/3, B.T. Road (also known as 3 No. Mallick Colony), Kolkata - 700 036, P.O. & P.S. - Baranagar, District - North 24 Parganas, for a total consideration amount of **Rs.1,60,00,000/- (Rupees One Crore Sixty Lakhs only)**, absolutely free from all encumbrances and charges.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of aforesaid discussion and in consideration of the said sum of **Rs.1,60,00,000/- (Rupees One Crore Sixty Lakhs only)**, lawful money of Union of India well, truly paid by the Purchasers herein to the Vendors and Developers/Confirming Party at or before the execution of these presents (the receipt whereof the Vendors and Developers/Confirming Party do hereby acknowledge and admit) the Vendors doth hereby acquit, release, exonerate and discharge the Purchaser, his heirs, executors, administrators, representatives and assigns and each one of them, the **ALL THAT** the entire **Ground Floor the Shop Room** as commercial purpose measuring about **1417 sq.ft. Super built up area** and the entire **First Floor the Shop Room** as commercial purpose measuring about **1441 sq.ft. Super built up area**, in total measuring about **2858 sq.ft. Super built up area** together with Lift facility (only use for Shop room for personal use), be the same a little more or less, together with the undivided and impartial proportionate share of interest and ownership in the said land lying and situated at premises No. 207/3, B. T. Road(also known as 3, Mallick Colony), P. O. & P. S.

Baranagar, Kolkata - 700 036, District - North 24 Parganas, within the local limits of the Baranagar Municipality with right to enjoy common areas and spaces all easements and other rights in respecting the same more fully described in the Schedules hereunder written and the Vendors as the Owners and the Developers/Confirming Party thereof do by these presents indefeasibly grant, convey, transfer, assign and assure unto the Purchaser, his heirs, executors, administrators and others in title **ALL THAT** the entire **Ground Floor the Shop Room** as commercial purpose measuring about **1417 sq.ft. Super built up area** and the entire **First Floor the Shop Room** as commercial purpose measuring about **1441 sq.ft. Super built up area**, in total measuring about **2858 sq.ft. Super built up area** together with Lift facility (personal use), be the same a little more or less, at Premises No. 207/3, B. T. Road (also known as 3, Mallick Colony), P. O. & P. S. Baranagar, Kolkata - 700 036, District - North 24 Parganas, together with undivided proportionate share in the said land and building more fully and particularly described in the **Second Schedule** hereunder written along with easement and quasi easements together with right to enjoy common areas and facilities more fully and particularly described in the Schedule and together with proportionate right to water courses, lights, liberties, privilege, easements, appendages and appurtenances whatsoever to the said **Shop Room** or any part thereof belonging or in any way appertaining to on with the same or any part thereof usually held, used, occupied or enjoyed or reputed to belong or appurtenant thereto, and the reversion and reminder

and remainders rents, issues and profits thereof and every part thereof together and further more with all the estate right, title, inheritance, use, trust, property, claim and demand whatsoever both in law and equity of the Vendors upon the said **Shop Room** and every part thereof more fully and/or particularly described in the Schedule hereunder written and all deeds, pattahs, monuments, writing and evidence of title which in any way relate to the said **Shop Room** or any part thereof and which now are or hereafter shall or may be in the custody, power or possession of the Vendors both in law and in equity, to enter into and to have and hold own possess and enjoy the said **Shop Room** and every part thereof hereby granted, sold, conveyed and transferred or expressed and intended so to be with their right and appurtenances unto and to the use of the Purchaser, his heirs, executors, administrators, representatives and assigns forever freed and discharged from or otherwise by the Vendors well and sufficiently indemnified of and against all encumbrances claims, liens etc. whatsoever created or suffered by the Vendors from to these presents **AND** the Vendors, their, heirs, executors, administrators representatives as the case may be covenant with the Purchaser, his heirs, executors, administrators, representatives and assigns **THAT NOTWITHSTANDING** any act, deed or thing whatsoever by the Vendors or by and of their predecessors and ancestors in title done or executed knowingly suffered to the contrary there the Vendors had at all materials times heretofore and now has good right, full power, absolute

authority and title to grant, sell, convey, transfer, assign and assure the said **Shop Room** hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser, his heirs, executors, administrators, representatives and assigns in the manner aforesaid **AND THAT** the Purchaser, his heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peaceably and quietly enter into hold possessed enjoy the said **Shop Room** and every part thereto and receive the rent, issues hereof without any lawful eviction, hinder and interruption, disturbance, claim or demand whatsoever from or by Vendors or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for them or from or under any of their ancestors or predecessors in title **AND THAT FREE AND CLEAR, FREELY AND CLEARLY** and absolutely discharges saved, harmless and kept indemnified against all estates and encumbrances cleared by the Vendors or any person or persons having lawfully or equitably claiming any estate or interest in the said proportionate share of land with the said **Shop Room**, the entire **Ground Floor** the **Shop Room** as commercial purpose measuring about **1417 sq.ft. Super built up area** and the entire **First Floor** the **Shop Room** as commercial purpose measuring about **1441 sq.ft. Super built up area**, in total measuring about **2858 sq.ft. Super built up area** together with Lift facility (personal use), be the same a little more or less, or any part thereof from, under or in trust for the Vendors shall and will from time to

time and at all times hereafter at the request and cost of the Purchasers do and cause to be done or executed all such acts, deeds and things whatsoever for further, better and more perfectly assuring the sold land with the said **Shop Room** and every part thereof as also the said right, privileges unto and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably request **AND THAT** the Purchaser will have right to get benefits of the covenants regarding production of the documents and writings relating to the title of the property described in the First Schedule **AND THAT** the Purchaser shall be entitled to all rights, easements, quasi-easements and privileges appertaining to the said **Shop Room** together with right to enjoy common areas facilities and service in the said premises as mentioned in the Schedule hereto in common with all other co-owners of the said building lying and situated at Premises No. 207/3, B. T. Road (also known as 3, Mallick Colony), P. O. & P. S. Baranagar, Kolkata - 700 036, District - North 24 Parganas, together with obligation to pay proportionately all common expenses mentioned in the Schedules and further more the Vendors their executors, administrators shall at all times hereafter indemnify and kept indemnified the Purchaser, his heirs, executors, administrators and assigns all loss, damages, costs charges and expense, if any suffered by reason of any defect in title of the Vendors or their predecessors in title.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE LAND)

ALL THAT piece and parcel of land measuring about 2(Two) Cotthas 5(Five) Chittaks 22(Twenty Two) sq.ft. be the same a little more or less together with **Five** Storied Residential Building standing thereon, lying and situated at Mouza - Palpara, J.L. No. 7, Khatian No. 78(E.P.), S.P. No. 78, under C.S. & R.S. Plot No. 302(P), being Municipal Premises No. 207/3, B. T. Road (also known as 3, Mallick Colony), Kolkata - 700 036, P.O & P.S. Baranagar, under Ward No. 13, in Holding No. 187 within the local limits of the Baranagar Municipality, within jurisdiction of A.D.S.R. Cossipore Dum Dum, in the District of North 24 Parganas which is butted and bounded as follows :-

| | | |
|---------------------|---|-----------------------------|
| On the North | : | By E.P. No. 75; |
| On the South | : | By E.P. No. 79; |
| On the East | : | B. T. Road; |
| On the West | : | 10'-6" Wide Municipal Road. |

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SALEABLE AREA OF THE SHOP ROOM)

Thereto Marfy
A. immed. Jash

ALL THAT a self-contained **Shop Room** on the **Ground Floor and the First Floor (Entire Ground Floor & Entire First Floor)** measuring about at **Ground Floor 1417 sq.ft. (Super built up area)** and at **First Floor 1441 sq.ft., (Super built up area)**, in two floors **total 2858 sq.ft. super built up area**, be the same a little more or less which is used and/or will be used as **Commercial purpose or Shop Room**, together with Floor Tiles and also together with own Lift facility, together with the rights of users of the common area of the building and together with common rights and common users of the said premises and together with the proportionate share of the land underneath the premises at 207/3, B.T. Road (also known as 3, Mallick Colony), P. O. - Baranagar, P. S. - Baranagar, Kolkata - 700 036, District - North 24 Parganas within the local limits of the Baranagar Municipality, delineated in a **Map or Plan** marked with **Red** Colour annexed hereto and the said **Shop Room** is butted and bounded as follows :

3/11

On the North : Open space of the Premises ;

On the South : Common Passage ;

On the East : B. T. Road ;

On the West : 10' -6" Wide Municipal Road.

THE THIRD SCHEDULE ABOVE REFERRED TO
EASEMENTS, QUASI-EASEMENTS, PRIVILEGES, THE PURCHASER IS
ENTITLED TO

1. The Purchaser shall be entitled to all rights, privileges vertical and lateral supports, easements, quasi easements, appertaining to the said **Shop Room** or therewith usually held, occupied, enjoy, reputed or known being part & parcel of member thereof, or appertaining thereto which are hereinafter pacified more fully specified, excepting and reserving unto the Vendors and other Owners/purchasers of other units, rights, if any of easements, quasi easements, privileges and appurtenances AND TOGETHER WITH THE RIGHT USE AND ENJOYMENT OF THE SAID UNDIVIDED PROPORTIONATE IMPARTIABLE SHARE IN THE LAND AND THE SAID SHOP ROOM.
2. The rights of access in common with the Vendors and other Owners/purchasers of the other flats and the other occupiers subject to limitations if any, to their such rights, of the building at all times and for all normal use and purpose connected with the use and enjoyment of the said **Shop Room**.
3. The right to use all times and for all purposes the common passages, lobby, stair case, landing of the said building, entrance to the said **Shop Room** from the main entrance and exit there from in common with the

Vendors and other owners - purchasers of other units with subject to limitations, if any their such rights, in the building **PROVIDED ALWAYS** and it is hereby declared that the Purchasers or their servants, agents and invitees of the Purchasers shall not be entitled to obstruct, or deposit the materials and rubbish or otherwise encumber the free passage of other person or persons including the Purchasers and the said passage, lobby, stair case, landing and other spaces to be used in common as aforesaid.

4. The right of protection of the said Apartment/Floor by or from all parts of the building so far they now protect the same.

5. The right of passage in common as aforesaid for electricity, water and soil from and to be the said **Shop Room** through pipes, drains, wires and conducts lying or being in, under or over the said building as may be reasonably necessary for the beneficial occupiers of the said **Shop Room** for all purpose whatsoever.

6. The right to use in common with the Owners and other co-owners the roof of the said building and also to common use of the said roof for fittings of Disc Antenna or Exhaust Fan or Etc. or dry cloths or other common purposes without any disturbance, the installations, staircase, open and covered space, electrical installations and passages.

7. The right of passage in common with the Vendors, and other owners and the Purchasers of different flats or subject to limitation thereof, if any,

person or persons as foresaid for electricity, water and soil from and to any part other than the said **Shop Room** or parts of the said building through pipes, drains, wires, conducts lying or being in, under, through or over the said **Shop Room** as may be reasonably necessary for the beneficial use and occupation of the other partition or portions of the building for all purposes whatsoever.

8. The right to protection of other portion or portions of the building by all parties of the said **Shop Room** as far as they now protect the same without causing any structural alteration thereof.

9. The right of the Purchaser of the other part or parts of the building subject to limitation thereof, if any for the purpose of ingress and egress to and from such other part or parts of the building, the front entrance, stair case, electrical installations, open and covered spaces and other common passages or paths of the said building.

: THE FOURTH SCHEDULE ABOVE REFERRED TO :
THE VENDORS, PURCHASERS OR PURCHASERS ARE ENTITLED TO
COMMON USER TO THE COMMON AREAS AND THE COMMON PARTS
MENTIONED IN THIS INDENTURE SHALL INCLUDE

1. Stair case on all the floors and the Roof.
2. Stair case landing on all floors.

3. Main gate of the said premises and common passages on the Ground Floor to Top Floor.
4. Water pump, Pump room, Water Tank, Water Pipes, underground reservoir, roof, overhead tank on the roof, and other common plumbing installations.
5. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting of the common space, passage, stair-case, including electric meter fittings.
7. Individual Electric Meter and Common Meter box.
8. Electric wiring meter for lighting staircase, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
9. Windows, Doors, Grills and other fittings of the common area of the premises.
10. Such other common parts areas equipments installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the flats.
11. Electrical Wiring, meters (excluding those are installed for any particular "**SHOP ROOM**").