



पश्चिम बंगाल WEST BENGAL

25AB 562643

PAID

5377/2018
Stamp Rs. 450/-
Xeroxed Rs. 10/-
Plan Rs. 10/-
C.F. Rs. 10/-
Total Rs. 480/-



Copy Prepared and
Certified by the
Registrar
Dated 20/11/18

Adel. District Sub-Registrar
Cossipore, Dum Dum
20/11/18

8442/18

I-7938/2018



पश्चिम बंगाल WEST BENGAL

AA 625070

31/8

1-4500
8-1384153

Pranpati Sundari

SAR-1346000

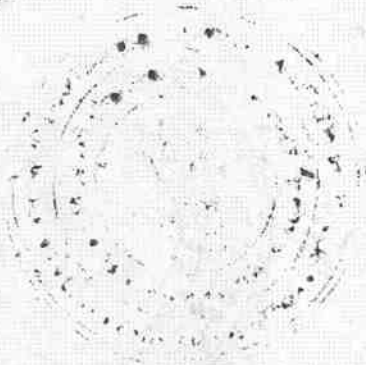
+ C.G.-1400000

Amended

Certified that the document is admissible to registration. The Signature Sheet and endorsement Stamp Attached to the document are the part of the document.

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

31 AUG 2018



DEED OF CONVEYANCE

THIS INDENTURE OF CONVEYANCE made this 31st day of August in the year TWO THOUSAND AND EIGHTEEN (2018)

BETWEEN

9459

KAJAL KR. DUTTA
Advocate
MIS Chambers
101, Council House Street, 1st Floor,
Room No C14, Kolkata - 700001

NAME.....
ADD.....
P.....

30 AUG 2018

S. CHATTERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

30 AUG 2018

[Signature]

Identified

Kajal Kr. Dutta
Advocate
High Court, Cal
WB-316/2000



✓
Addl. District Sub-Registrar
Chandpur Bura-Dum 24 Parganas

31 AUG 2018

M/s. KIRAN CONSTRUCTION (PAN NO.AGWPA7207P), a proprietorship firm having its office at 6/1, Kali Charan Ghosh Road, P.O.Sinthi, P.S. Sinthi, Kolkata - 700 050, being represented by its sole proprietor **MISS KIRAN AGARWAL**, daughter of Sri Bijay Sankar Agarwal, by faith Hindu, By Occupation - Business, residing at 5/2, Kali Charan Ghosh Road, P.O. & P.S. Sinthi, Kolkata - 700 050, hereinafter referred to as "**VENDOR**" (which expression shall unless excluded by or repugnant to the context shall be deemed to mean and include its successors, successors-in-interest, legal representatives and/or assigns) of the **FIRST PART**;

AND

M/s. SHREE GURU DEVELOPERS (PAN No. AEOPA7899D), a Proprietorship Firm, having its office at 6C/1B, Kali Charan Ghosh Road, P.O. & P.S. Sinthi, Kolkata - 700 050, being represented by its sole proprietor **SRI BIJAY SANKAR AGARWAL**, son of Late Nanu Lal Agarwal, by faith Hindu, By Occupation - Business, residing at 5/2, Kali Charan Ghosh Road, P.O. & P.S. Sinthi, Kolkata - 700 050 hereinafter referred to as the '**BUILDER/DEVELOPER**' (which expression shall unless excluded by or repugnant to the context shall be deemed to mean and include his heirs, successors, successors-in-interest, legal representatives and/or assigns) of the **SECOND PART**;

AND

1) MR. SURESH KUMAR CHANDAK (PAN No.ABYPC6458K), son of Late Jainarayan Chandak, by Occupation - Business; **2) MR. MOHIT CHANDAK (PAN No.AYUPC9567E)** of Sri Suresh Kumar Chandak, by Occupation - Service, all by Faith - Hindu, residing at 48/2/W, B.T. Road, Kolkata - 700 050, P.S. Sinthi, P.O. Sinthi, hereinafter jointly and collectively referred to as '**PURCHASERS**' (which expression shall unless excluded by or repugnant to the context or meaning thereof shall be deemed to mean and include their each and respective heirs, successors, legal representatives, executors, administrators and permitted assigns) of the **THIRD PART**;

WHEREAS:

- A)** In this Indenture the Owner, Developer, Confirming Party and Purchaser/s collectively referred to as Parties and individually as a 'party'.
- B)** In This Deed certain expressions shall have the meanings assigned to them as would appear from the **FIRST SCHEDULE** hereunder written.
- C)** The Owner is entitled to ALL THAT piece and parcel of land measuring about 18 Cottahs 12 Chittacks 37 sq. ft. (be the same a little more or less) lying and situate at Premises No.167/30, Ganapati Sur Sarani (previously known as South Sinthi Road), Kolkata - 700 050 (more fully and particularly mentioned and described in the **THIRD**

SCHEDULE hereunder written and hereinafter referred to as the **"ENTIRE PREMISES"**)

- D) The abstract on title regarding ownership will appear from the **SECOND SCHEDULE** hereunder written.
- E) By an Agreement dated 28.10.2014 registered with the office of Additional District Sub-Registrar at Cossipore Dum Dum, North 24 Parganas and copied in Book No. I, CD Volume No.27, Pages 7458 to 7514, Deed No.11026 for the year 2014 (hereinafter referred to as the **DEVELOPMENT AGREEMENT**) the Owner granted the exclusive right of development in respect of the said Entire Premises unto and in favour of the Developer for the consideration and on the terms and conditions contained and recorded in the said Development Agreement.
- F) By a Development Power of Attorney dated 25.10.2014 and registered on 28.10.2014 at the office of Additional District Sub-Registrar at Cossipore Dum Dum, North 24 Parganas and copied in Book No. IV, CD Volume No.27, Pages 7445 to 7457, Deed No.11025 for the year 2014 (hereinafter referred as **"DEVELOPMENT POWER"**) executed by the Vendor herein in favour of the Developer herein to empower the Developer to execute the work of development of the said property and also to sale transfer convey and assign Developer's Allocated portion to any intending Purchasers in term of the Development Agreement.
- G) By and under the said agreement it has been agreed between the Owner and the Developer that the total constructed area forming part of the entire housing project to be undertaken for development by the Developer in terms of the said Development Agreement and to comprise of blocks/buildings to be constructed at the said Premises in terms of the Development Agreement will be shared between the Owner and the Developer and the total area allocable to the Owner in terms of the said Development Agreement is to comprise of several self-contained flats / units apartments and also car parking spaces **TOGETHER WITH** the proportionate share of common parts and portions and together with the undivided proportionate share in the land comprised in the said Entire Premises attributable thereto will belong to the Owner as is therein referred to the **OWNER'S ALLOCATION** and the various areas comprising of several self-contained flats units apartments and car parking space **TOGETHER WITH** the proportionate share of common parts and portions and together with the undivided proportionate share in the land comprised in the said Entire Premises will belong to the Developer therein referred to as the **'DEVELOPER'S ALLOCATION** and each of the Owners and Developer will have independent right for sale and transfer of their respective allocations as provided for in the said Development Agreement.
- H) Prior to enter into the said Development Agreement, the Vendor caused to sanction a building plan Bearing B. P. No. 2014010024

valid upto 19.05.2019 duly sanctioned by Kolkata Municipal Corporation on 20.05.2014 for construction of G + 4 storied building complex comprising of two blocks/ buildings upon the said Property (hereinafter referred to as the said "PROJECT").

- Suresh Kumar Chandra*
- I) The Owner and the Developer mutually earmarked and identified their respective allocations in the said Project and by an agreement dated 16.07.2015 in accordance to the terms and conditions contained and recorded in the said Agreement.
 - J) The 2 blocks and/or buildings of G+4 storied building forming part of the said Project commonly known as **BLOCK - A and BLOCK - B** in the building / project named and called as "**SHIV-GANGA**".
 - K) By an Agreement dated 30.01.2015 (Agreement for Sale) entered into and between the **KIRAN CONSTRUCTION**, the Owner of the First Part, **M/s. SHREE GURU DEVELOPERS**, the Developer of the Second Part, **MR. SURESH KUMAR CHANDAK**, and **MR. MOHIT CHANDAK**, the Purchasers of the Third Part (hereinafter referred to as the **PURCHASERS**), the Owner and the Developer/Confirming Party agreed to sell and transfer and the Purchasers agreed to purchase and acquire on ownership basis either in their names or in the names of their nominee or nominees **ALL THAT the Flat No.3A on the 3rd floor [South Western side] in the BLOCK No. A** building constructed at the said Premises containing by estimation an area of **1346 Sq. ft.** (Super Built-up) (More or less) out of Developer's Allocation area alongwith **one covered car parking space at Ground floor AND TOGETHER WITH** the right for the Purchasers and/or any person and/or persons claiming through him/her/it to use the Common Parts and Portions in common with others (more fully and particularly described in the **FIFTH SCHEDULE** hereunder written) **AND ALL THAT** the undivided indivisible impartible proportionate share or interest in the said land attributable to the Block/Building in which the flat is situated (hereinafter collectively referred to as the "**SAID FLAT**" **AND THE PROPERTIES APPURTENANT THERE** to more fully and particularly described in the **FOURTH SCHEDULE** hereunder written) free from all encumbrances charges liens lispendences attachments trusts whatsoever or howsoever for the consideration of **Rs.45,09,100/-** and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter to as the said **SALE AGREEMENT**).
 - L) The Purchasers herein have made full payment of the amount of consideration of **Rs.45,09,100/-** payable under the said Agreement for Sale dated 30.01.2015 in favour of the Developer herein and have thus become entitled to have the Deed of Conveyance registered in their name or in the name of their nominee and/or nominees.
 - M) The Blocks and/or Buildings forming part of Block - A and Block - B form part of a Project and in as much as several common parts and portions including various facilities and amenities comprised in the

said Housing Complex are to remain available for common use and enjoyment of all the owners and/or occupiers of the said Project, for proper and better maintenance thereof, the Owner has appointed the Developer herein to look after the maintenance who has been entrusted with the common parts and portions of the said housing complex and is to remain liable and/or responsible for rendition of common services and for collection of maintenance charges and other funds associated with the said maintenance and providing the services thereof in lieu of consideration to be paid to developer for its services till the Apartment Owners Association is formed and all the charges are handed over to the owner's association thereof.

- N) The said Flat has been completed in accordance with the said Plan and the Purchasers from time to time has made full payment of the amount of consideration and other amounts payable under the said Sale Agreement and has now requested the Developer to execute or cause to be executed the deed of conveyance and/or transfer in respect of the said Flat and the Properties Appurtenant Thereto which the Developer has agreed to do subject to the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. ACKNOWLEDGEMENT, CONFIRMATION AND DISCLAIMER

- 1.1 At or before execution of this Deed the Purchasers have fully satisfied himself/herself/itself as to:
- a) The title of the Owner.
 - b) Are satisfied about the total super built-up area comprised in the said Flat.
 - c) Are fully satisfied as to the workmanship and also the materials which have been used in the said Flat as well as in the said building where the said flat is situated.
 - d) Have inspected and is fully satisfied as to the location of the various common parts and portions comprised in the said Project to be used by the Purchasers in common with the other owners and occupiers of the said Project.
 - e) Acknowledges and confirms that the right of the Purchasers shall remain restricted to the said Flat and the right to use the common parts and portions of the said housing complex in common with the other owners and/or occupiers of the said housing complex.
 - f) Acknowledges that the Utilities and Amenities situated in the housing complex are available for use in common with other flat

owners and/or occupiers subject to the rules and regulations as may be made applicable from time to time.

- g) Have agreed not to claim any right over and in respect of the other parts and portions of the said housing complex.
- h) Have inspected the occupation certificate and/or completion certificate issued by the Kolkata Municipal Corporation.
- i) Have satisfied about the work of construction of the said building/block and the said flat.

And have agreed not to raise any objections whatsoever or howsoever.

2. **THAT** in consideration of the said Development Agreement **AND** in further consideration of the said **AGREEMENT FOR SALE** dated 30.01.2015 **AND** in consideration of a sum of **Rs.45,09,100/- (Rupees Forty Five Lakhs Nine Thousand One Hundred)** only the lawful money of the Union of India well and truly paid by the Purchasers to the Developer at or before the execution hereof (the receipt whereof the **DEVELOPER** doth hereby and also by the receipt hereunder written admit and acknowledge to have been received and of and from the payment of the same and every part thereof doth hereby acquit release and discharge the Purchasers and also the Said Flat and the Properties Appurtenant thereto hereby intended to be sold and transferred) the Owner does hereby sell transfer convey and/or release relinquish and disclaim all its right title interest into or upon **FIRSTLY ALL THAT the Flat No.3A on the 3rd floor [South Western side] in the BLOCK No. A** building constructed at the said Premises and comprised in **Block A** commonly known as **SHIV-GANGA** containing by estimation an area of **1346 Sq. ft. (Super Built-up) (More or less)** **AND SECONDLY ALL THAT one covered car parking space at Ground Floor measuring about 140 sq. ft. super built up area TOGETHER WITH** the right for the Purchasers and/or any person and/or persons claiming through him/her/it to use the Common Parts and Portions in common with others (more fully and particularly described in the **FIFTH SCHEDULE** hereunder written) **AND ALL THAT** the undivided indivisible impartible proportionate share or interest in the said land attributable to the Block/Building in which the flat is situated (hereinafter collectively referred to as the said **FLAT AND THE PROPERTIES APPURTENANT THERE TO** more fully and particularly described in the **FOURTH SCHEDULE** hereunder written) **TOGETHER WITH** the right to use the common areas installations and facilities in common with the other co-Purchasers and the owners and the other lawful occupants of the New Building **BUT EXCEPTING AND RESERVING** such rights easements quasi-easements privileges reserved for any particular flat/units and/or the Society and/or Association of Co-owners (more fully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written) **AND TOGETHER WITH** all easements or quasi-

Surekha Kumar Choudhary

easements and provisions in connection with the beneficial use and enjoyment of the Said Flat/Unit and the Properties Appurtenant Thereto (more fully and particularly mentioned and the and described in the **SEVENTH SCHEDULE** hereunder written) **TO HAVE AND TO HOLD** the said FLAT/UNIT hereby sold transferred and conveyed and every part or parts thereof unto and to the use of the Purchasers **SUBJECT TO** the restrictions (more fully and particularly mentioned and described in the **EIGHT SCHEDULE** hereunder written) and also subject to Purchasers making payment of the maintenance charges and other charges payable in respect of the Said Flat and the Properties Appurtenant Thereto (such Maintenance charges more fully and particularly mentioned and described in the **NINTH SCHEDULE** hereunder written) to the society and/or Association Holding Organization.

3. **AND the Owner/Vendor/Developer** doth hereby release relinquish and disclaim all its right title interest into or upon all that the undivided proportionate indivisible impartible share in the land underneath the building where the said flat is situated (hereinafter referred to as the **UNDIVIDED SHARE**) **TO HOLD** the said **UNDIVIDED SHARE** absolutely and forever unto and to the Purchasers herein absolutely and forever.
4. **AND THE OWNER HEREBY COVENANT WITH THE PURCHASERS** as follows:
 - a) **THAT** notwithstanding any act deed or matter or thing whatsoever done by the **OWNER** or executed or knowingly suffered to the contrary the **DEVELOPER** is now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Flat and Properties Appurtenant Thereto hereby granted sold conveyed transferred assigned or intended do to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.
 - b) **THAT** notwithstanding any act deed or thing whatsoever done as aforesaid the **OWNER** and **DEVELOPER** now have good right full power and absolute authority to grant convey transfer sell and assign all and singular the Said Flat and the premises Appurtenant Thereto hereby sold conveyed transferred or expressed so to be unto and to the use of the Purchasers in the manner aforesaid.
 - c) **THAT** the Said Flat hereby sold granted and conveyed or expressed or intended so to be is now free from all claims demands encumbrances liens attachments lis-pendens debuttar or trusts made or suffered by the **OWNER/DEVELOPER** or any person or persons having or

lawfully or equitably claiming any estate or interest therein through under or in trust for the OWNER.

- d) **THAT** the Purchasers shall and may at all times hereafter peaceably and quietly hold possess and enjoy the Said Flat and may receive all rents issues and profits thereof without any lawful eviction interruption claims or demands whatsoever by the OWNER/DEVELOPER or any person or persons having or lawfully or equitably claiming as aforesaid
- e) **THAT** the Purchasers shall be freed cleared and absolutely discharged saved harmless and kept indemnified against all estates charges encumbrances liens attachments lispendens debuttar or trust or claims and demands whatsoever created occasioned or made by the OWNER/DEVELOPER or any person or persons having or lawfully or equitably claiming as aforesaid.
- f) **AND FURTHER THAT THE OWNER/DEVELOPER** and all persons having or lawfully or equitably claiming any estate or interest in the Said Flat or any part thereof through under or in trust for the OWNER/DEVELOPER shall and will from time to time and at all times hereafter at the request and cost of the Purchasers make do and execute or cause to made done and executed all such further and lawful acts deeds or things whatsoever for further better or more perfectly assuring the Said Flat and every part thereof unto and to the use of the Purchasers in the manner as aforesaid as shall or may be reasonably required.
- g) **THAT** the OWNER/DEVELOPER has not at any time done or executed or knowingly suffered or been party to any act deed or thing whereby and where under the Said Unit hereby granted transferred and conveyed or expressed so to be or any part thereof can or may be impeached encumbered or affected in title or otherwise.

5. AND THE PURCHASERS HEREBY COVENANT WITH THE DEVELOPER as follows:

- a) **THAT** the Purchasers and all other persons deriving title under him/her shall and will at all times hereafter shall observe the restrictions/ House Rules regarding the user of the said Flat/Unit and also the obligations set forth in the **EIGHT SCHEDULE** hereunder written.
- b) **THAT** the Purchasers shall within three months from the date of execution of these presents at their cost shall apply for obtaining mutation of his/her name as the owner and until Flat/Unit is not separately assessed the Purchasers shall pay to the Developer the proportionate share of the assessed

municipal corporation tax and other taxes and impositions payable in respect of the New Building, as may be determined and fixed by the DEVELOPER and upon appointment/formation of the Owner's Association to the said Association and/or to any of the Facility Management Company (FMC), if appointed for said work, to such FMC without raising any objection whatsoever.

- c) **THAT** the Purchasers shall at all times from the date of possession regularly and punctually make payment of all the Kolkata Municipal corporation taxes and other outgoings including cesses, multi-storied building tax, water tax, Urban Land Tax, Service Tax, GST if any, and other levies impositions and outgoings (hereinafter referred to as the **RATES AND TAXES**) which may from time to time be imposed or become payable in respect of the said Flat/Unit and Proportionately for the BLOCK as a whole and proportionately for the common parts and portions and until the mutation is effected in the name of the Purchasers, the Purchasers shall be liable to make payment of the proportionate share of such Rates and Taxes based on the estimates for providing the services during the year and such Charges may be revised during the year.

6. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:

- a) **THAT** the Undivided share in land comprised in the Said BLOCK and the proportionate share in Common parts and portions hereby sold and transferred and attributable to the said Flat/Unit shall always remain impartible.
- b) **THE** right of the Purchasers shall remain restricted to the said Flat/Unit and proportionate share or interest in the common parts, portions, areas, facilities and/or amenities comprised in the in the Complex.
- c) **THE** said PROJECT shall be referred to as "**SHIV-GANGA**"
- d) At or before entering into these presents the Purchasers have made himself/herself aware that the said residential complex commonly known as Shiv-Ganga is to comprise of 2 (two) residential blocks with a serene environment and the Purchasers agrees to maintain the decency of the said Complex and shall not do any act deed or thing nor permit any act deed or thing to be done which is likely to adversely affect the decency of the said Complex and the Purchasers further acknowledge that non payment of maintenance charges is likely to affect the rendition of common services and maintenance of common parts and portions.

- e) The PURCHASERS shall obtain separate electricity meter for the said Flat/Unit in its/his/her name at own cost/expenses for that the DEVELOPER shall offer the necessary assistance. PURCHASERS agrees to regularly and punctually make payment of the electricity charges and further agree not to withhold the same on any account whatsoever or howsoever.

7. DISCLOSURE

7.1 At or before execution of this indenture the Purchasers admits and acknowledges the following and shall not raise any claim/queries whatsoever from execution hereof. That he/she/it

- a) Have inspected the property and structural stability of the said BLOCK.
- b) Has inspected the plan.
- c) Is satisfied about the total super built-up area forming part of the said Flat and as to the workmanship of the said BLOCK.
- d) Has inspected the situation of the installations and equipments.
- e) Is fully satisfied regarding the common area, facilities, parts and portions of the Complex.

8. POSSESSION

8.1 It is hereby confirmed recorded and declared that the Purchasers acknowledges the receipt of fit out possession of the said flat for carrying out necessary interior works at the said flat and the key of the said flat are in possession of the purchasers and that the final complete possession of said flat is to handed over upon grant of completion certificate / occupation certificate from the Kolkata Municipal Corporation and shall be entitled to carry out their interiors and shall occupy the said flat in pursuance said certificate of completion/occupation certificate duly obtained from the Kolkata Municipal Corporation (hereinafter referred to as **POSSESSION DATE**).

8.2 On and from the said Possession Date the Purchasers have confirmed themselves it shall:-

- a) Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings payable in respect of the said Flat and Properties Appurtenant Thereto until the Municipality assesses the same.
- b) Regularly and punctually make payment of the maintenance charges payable in respect of the said Flat to the Developer and upon appointment of the Facility Management Company (hereinafter referred to as the FMC) to such FMC and/or upon formation of Owner's Association to the said Association. The Purchasers

acknowledges that regular and timely payment of such maintenance charges is a must and in the event of any default on the part of the Purchasers in making regular and timely payment of such maintenance charges the same is likely to effect the other owners and/or occupiers of various other flats units apartments and in this regard the FMC after formation/ appointment and till then the Developer will estimate every year what it thinks the estimate for providing the services (including insurance) during the year (Maintenance Charges Estimates) and such Maintenance Charges Estimates may be revised during the year and the Purchasers shall have to make payment of such estimated amount on monthly basis in respect of his/her/its share on (hereinafter referred to as the **MAINTENANCE CHARGES**) the amount so estimated. At the close of the year, if the amount so payable by the Purchasers are less than the Estimated Costs of the whole year then the balance amount will be carried forward and will be adjusted against the Service Charge Percentage payable by the Purchasers for the following year and in the event of the same being more than what has been paid by the Purchasers, the Purchasers shall forthwith make payment of the same to the FMC and/or Developer as the case may be.

- 8.3 The Purchasers shall hold the Said Flat subject to House Rules/ Restrictions as provided in the Eight Schedule hereinafter appearing.

9. MANAGEMENT AND HOLDING ORGANISATION

- 9.1 Immediately after completion of the Project in its entirety or soon thereafter the Holding Organization/ Association/Society shall take control of the Common Parts and Portions of the Said New Building and to hold the same in trust for the Flat Owner and/or Owners of various units of the Said **Project** Till the handover process is complete, the **DEVELOPER**/ shall maintain the Common Parts and Portions on behalf of the Flat Owner and/or Owners of various units in the Said Complex and the Maintenance Charges so payable by such Unit Owners shall be billed monthly for that purpose by the Developer as the case may be. No adjustment shall be made from the Deposit or Sinking Fund Deposit and the same shall be transferred to the Holding Organization on its formation for effective control and maintenance of Common Area and Portions and such Holding Organization shall constantly maintain such Deposit. Notwithstanding what is stated above the Developer shall be entitled to adjust the unpaid maintenance charges against the Sinking Fund in that event only balance of the fund will be transferred to the Society on its formation.
- 9.2 The Purchasers acknowledges that the Common Services and maintenance of the Common Parts and Portions are to be taken care of and/or provided by the Developer shall be entitled to enter into a contract with any third party for the purpose of maintenance of the Said Complex and the Purchasers accepts and consents to the same and such FMC shall coordinate and regulate the user of the Common

parts and portions and shall also regulate matters between the various flat owners of the Said Building and for the aforesaid purpose shall remain responsible for:

- i. To maintain the common parts and portions installations utilities and amenities comprised in the Said project.
- ii. To remain responsible for rendition of Common Services.
- iii. To remain responsible for running of the Lift and other services.
- iv. To ensure proper supply of water.
- v. To ensure proper security.
- vi. To render such other services, which are necessary or beneficial to the Owners of various units in all the BLOCKS of Complex.
- vii. To frame such rules and regulations as may be necessary and/or required for the user of the Common parts and portions and to receive payment of amounts which may become payable to such FMC on account of such maintenance charges for rendition of Common Services.

9.3 The Purchasers hereby consents to the appointment of such FMC and acknowledges that he/she/it is obligated to make payment of the maintenance charges every month payable to such FMC including any amount which may become payable for such rendition of Common Services.

9.4 The Said FMC will act in accordance with the requirements and/or rules and regulations framed by the DEVELOPER and upon formation of such Holding Organization in accordance by such Holding Organization.

9.5 The Purchasers acknowledges that the appointment of the Management Company is necessary to hold the common parts and portions forming part of the said new building and/or buildings for the benefit of the Purchasers as well as the other flat owners in the buildings forming part of the said Housing Project.

10. GENERAL

10.1 ROOF

10.1.1 The following rights of the Purchasers in favour of the DEVELOPER or any person authorized by it are excluded and the Purchasers hereby consents that the DEVELOPER or any person authorised by it shall be entitled to and the Purchasers hereby disclaims all right title and interest over and in respect of same:

- a) Put up any neon sign, hoardings and other display materials on any part or portion on any of the roofs of the BLOCKS.

- b) For the purpose of display of such neon signs and/or hoardings and/or display materials the DEVELOPER shall be entitled to erect the same at its own cost.
- c) To remain responsible for payment of taxes which may become payable in respect of such neon signs, hoarding and/or display materials.
- d) To connect the Said neon signs and/or hoardings and or display material with electricity line and other utilities will at the Developer's cost.
- e) To use the lifts, staircases and other common parts and portions for the purpose of repairs, replacement to such neon signs, hoardings and display material.

10.1.2 The Purchasers hereby consents and waives all its rights to enable the DEVELOPER put up such neon signs, hoarding and other display materials and agrees not raise any objection whatsoever or howsoever or claim any share in the rent.

10.1.3 The ultimate roof right vests with all the Purchasers of the Said Block but this does not entitle any Purchasers to commercially exploit the same either by rent it out or by erecting any hoarding/neon signs. The Developer shall only be entitled to erect its logo/hoarding at such ultimate roof and for that no separate charges will be paid either to the Purchasers/ Society/ Maintenance Company.

11. DEVELOPMENT IN PROGRESS AND FURTHER DEVELOPMENT RIGHTS

11.1 The Purchasers acknowledges that the right of the Purchasers shall remain restricted to the said Flat. The Developer shall be entitled to all future horizontal or vertical extension of the Said Blocks or, otherwise as approved by Kolkata Municipal Corporation/ competent authority by way of additional construction or otherwise no construction will be carried out without the approval or sanction of KMC and the Purchasers have agreed not to raise any objection whatsoever or howsoever and shall cooperate with the Developer for the same.

11.2 During any construction activity being carried out, the Developer shall have the right to vehicular movements, entry of agents, and right of entry for representatives of the Developer both for ingress and egress into the Complex to which the Purchasers cannot object.

11.3 There shall be two gates for ingress and egress. The location of such gates shall be at the discretion of the Developer.

12. COMMON SERVICES;

- 12.1** In as much as there are 24 Residential Flats/Units put together in respect to both Blocks and in that regard certain Common Facilities and Amenities such as the Landscape garden, Community Hall, driveway etc more broadly described in **PART-III of the FIFTH SCHEDULE**) will be available for use of Unit Owners.
- 12.2** The Rules for use of such facilities shall be laid down by the Developer and in framing such rules Developer shall make no discretion to the unit holder of both the Blocks.
- 12.3** The Purchasers shall be entitled to pay his/her/its proportionately share in the Maintenance of Common Parts and Portions in the Complex. There shall one Common Service for the Entire Complex.

13. SINKING FUND

- 13.1** In this Deed the expression "Sinking Fund" means such sum to be fixed annually or as shall be estimated by the Developer and upon appointment of the FMC by such FMC depending upon the requirements (and in this regard the decision of the Developer/FMC shall be final) to provide a Reserve Fund for items of capital expenditure and/or for such expenditure expected to be incurred from time to time. Buyer is under obligation to pay/contribute for any additional Sinking Fund as deem considered necessary by the Developer/ Maintenance Company for the replacement of any capital item.
- 13.2** The said Sinking Fund/ Reserve Fund be utilized for the objects for which the same has been reserved and the Purchasers agrees to pay and contribute such amount as and when called upon by the developer and/or FMC as the case may be.

14. EXCLUSION OF LIABILITY

- 14.1** The Purchasers acknowledges that he/she/it/ has examined the entirety of the buildings and facilities and the DEVELOPER in no event shall be responsible to the Purchasers or to anybody else at the said property expressly or impliedly for any accident or any damage or loss of any property belonging to the Purchasers.

15. SEVERANCE

- 15.1** If any term of indenture, in whole or in part, is held to be illegal and/or unenforceable either in the eye of law or otherwise then and in that event the same shall be deemed not to form part of this Deed and the enforceability of the remaining terms and conditions contained in this Deed shall not be effected.

16. ENFORCEMENT OF THE COVENANTS

16.1 In the event of any breach on part of the Purchasers in performing its obligations and covenants in terms of this indenture and consequent thereto if the rights of the other owners and/or occupiers are in any way effected because of the acts of negligence and/or default on the part of the Purchasers then and in that event the Developer and upon the appointment of the FMC such FMC shall be entitled to specifically enforce their rights in terms of this indenture.

17. SUPERSESSION

17.1 The Deed supersedes all writings, understandings, agreements, brochures and any other agreement between the parties hereto and the Purchasers agree not to rely on the same.

18. INDEMNITY

18.1 The Purchasers hereby acknowledge that is his/her/its obligation to make payment of all rates, taxes and outgoings whether local state or central which may become payable in respect of his/her/its flat/Unit/ Apartment either under the Sale Agreement or under this Indenture and agrees to make payment as and when the same becomes due and payable without raising any objection whatsoever or howsoever and in any event agrees to keep the DEVELOPER and each one of them fully and/or their respective successors and/or successors saved harmless and fully indemnified from and against all costs charges actions suits and proceeding including litigation cost.

FIRST SCHEDULE DEFINITIONS

(In these presents unless it is repugnant to or inconsistent with the following expressions shall have the following meanings): -

- a. **ARCHITECT:** shall mean Integrated Infrastructure Solutions of 42/2F, B. C. Chatterjee Street, Kolkata - 700 056 appointed by the Developer for the Project or such other architect or architects who may be appointed by the Developer for the Project from time to time
- b. **ASSOCIATION/ HOLDING ORGANIZATION/FACILITY MANAGEMENT COMPANY:** shall mean any Association/ Syndicate/ Society/ Committee/ Company/ Board that may be formed for the purpose of supervision, management and maintenance of the said Project for the common purposes having such rules, regulations, bye-laws and restrictions as be deemed proper and necessary;
- c. **BLOCKS:** shall mean each of the buildings constructed at the said Property containing various self contained flats, units, apartments, constructed spaces and car parking spaces;

- d. **BUILDING(S):** shall mean the building/s named as "**SHIV GANGA**" to be constructed by the Developer in accordance with sanctioned plan being B.P. No. 2014010024 dated 20.05.2014 sanctioned by the Kolkata Municipal Corporation and also such variation/modification/renewal thereof as shall be obtained by the said Developer and where the context so requires it shall include the car parking spaces and other constructed spaces in the said building and the same may consist of one or more blocks;
- e. **BUILT-UP AREA:** shall mean and include the plinth area of all the constructed spaces together with projection and Balcony if any, in the Project including thickness of the external & internal walls thereof and columns therein and for each Unit, the plinth area of the said Unit shall include the thickness of all external & internal walls thereof and columns therein together with the closet area, if any provided however that if any wall or column be common between two Units, then one half of the area under such wall or column shall be included in the area of each such Unit;
- f. **CO-OWNERS:** shall mean all the buyers/owners/ Purchasers (and/or their nominee or nominees as the case may be) who have agreed to purchase unit/flat in the said building and also who have taken or deemed to have taken possession of such unit/flat and for all unsold units/flats whereof possession has not been given by the Developer.
- g. **COMMON AREAS AND AMENITIES:** shall mean and include the areas and amenities that are not allotted to any particular Purchasers but are available for common use and enjoyment of the transferees and occupants of the Project subject to conditions, restrictions and reservations mentioned herein and also framed by the Developer and/or Association from time to time, and morefully described in the **THIRD SCHEDULE** hereunder written;
- h. **COMMON EXPENSES:** shall mean and include all expenses to be incurred by or on behalf of the Transferee/s for the maintenance, management, upkeep and administration of the Common Areas and Amenities and for rendition of common services in common to various transferees/occupiers of the Project and morefully described in the **SIXTH SCHEDULE** hereunder written;
- i. **COMPLETION:** shall mean completion of the construction and erection of the Block/Building in the Project in which the Purchaser's Unit is located, as certified by the Architect;
- j. **DEEMED DATE OF POSSESSION:** shall mean the date on which the period specified in the notice by the Developer to the Purchasers to take the possession of the said unit on completion OR the date on which the Purchasers has taken the actual possession of the said unit upon fulfilling the obligations and liabilities of the Purchasers in terms of this agreement, whichever is earlier.

- k. **DEVELOPMENT AGREEMENT:** shall mean the Development Agreement dated 28.10.2014 registered with the office of the Additional District Sub-Registrar at Cosipore Dum Dum, North 24 Parganas and recorded in Book No. I, CD Volume No.27, Pages 7458 to 7514, Deed No.11026 for the year 2014;
- l. **RESTRICTIONS:** shall mean and include various restrictions regarding the uses of the unit/s in the said building as hereinafter stated.
- m. **FACILITY MANAGER:** shall mean such person or entity who may be appointed by the Developer or the Association after its formation on such terms and conditions as the Developer and/or the Association thinks fit and proper for undertaking maintenance of the Common Areas and Amenities;
- n. **PARKING SEGMENT:** shall mean the covered and also the open spaces in the said Project whereat light motor vehicles of standard size and/or two-wheelers can be parked;
- o. **PROPORTIONATE or PROPORTIONATELY:** shall mean the share/portion in which the built up area of the unit may bear to the built up area of all the units in the building AND where it refers to the share of the Purchasers or holders/owners of the unit(s) in the rates and taxes then such share shall be determined on the basis on which such rates and/or taxes are for the time being respectively levied;
- p. **PROJECT:** shall mean the project of construction of a residential building complex comprising of two blocks/ buildings upon the land at the said Property named "SHIV-GANGA";
- q. **ROOF:** shall mean and include the ultimate roof of the Building in which the Unit(s) intended to be sold and transferred is situated;
- r. **SALEABLE SPACES/UNITS:** shall mean various saleable spaces/constructed areas in the Project and undivided indivisible proportionate area in the stair and stair lobbies on all the floors, be it flats, apartments, utility rooms etc., capable of being independently and exclusively held used occupied and enjoyed by any person attached to unit/s together with the attributes thereto;
- s. **CHARGEABLE AREA:** shall mean the area which includes the built-up-area of the particular unit/saleable space and/or the constructed area of the said project including the plinth area, foundations, walls, columns, beams, support etc. together with the charged area of open terraces etc. together with the undivided proportionate share in the Common Areas and Amenities;
- t. **TITLE DOCUMENTS:** shall mean and include various documents of title of the Vendor in respect of the said Property by virtue and in pursuance of which the Vendor is entitled to the said Property;

- u. **TRANSFEREES:** shall mean all the prospective or actual buyers, who for the time being have agreed to purchase any Unit(s) in the said Project and for all unsold Units, the Vendor and the Developer herein for their respective allocations;
- v. **UNIT:** shall mean and include the flat/unit No.3A on the 3rd floor, Block - A measuring about 1346 sq. ft. (super built up area) (~~South~~ **Western side**) with one Covered car parking space agreed to be sold to the Purchasers herein being the Developer's Allocated portion, morefully and particularly described in the **FOURTH SCHEDULE** hereunder written;
- w. **UNDIVIDED SHARE:** shall mean the proportionate impartible variable undivided share in the land comprised in the said Property attributable to the said Unit.

Susha Kumar Chandra

**THE SECOND SCHEDULE ABOVE REFERRED TO
(ABSTRACT ON TITLE)**

1. That one Kalipada Ghosh were absolute owner of all that land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. situate at Premises No.167/30, South Sinthi Road, Kolkata - 700 050 by virtue of a registered Deed of Sale dated 18.03.1953 from the then owner Maharaja Proberendra Mohan Thakur which was registered with the office of the Sub Registrar at Cossipore Dum Dum and same was recorded in Book No. I, Volume No.25, Pages 41 to 45, Deed No.1711 for the year 1953.
2. The said Kalipada Ghosh died intestate on 20.04.1972 leaving behind his widow and six sons namely Harendra Nath ghosh, Manindra Nath Ghosh, Phanindra Ghosh, Raabindra Nath Ghosh, Rathin Ghosh and Ranen Ghosh and six daughters namely Niva Rani Neogi, Mandakini Neogi, Subhasinin Neogi, Sova Neogi, Bina Biswas and Mira Ghosh as his legal heirs and heiresses and successors of the property left by their father as per Hindu succession Act, 1956.
3. That all the legal heirs of Late Kalipada Ghosh became the joint owners in respect of their each equal undivided share in the property left by the said Kalipada Ghosh and while enjoying the said property jointly the widow and one bachelor son namely Harendra Nath Ghosh died intestate leaving behind their co-sharers.
4. That while thus the said owners jointly possessed and enjoying the said landed property, one daughter of late Kalipada Ghosh viz Mandakini Neogi died intestate leaving behind his husband Gobardhan Neogi and only son Sri Asit Neogi and thereafter one daughter of late Kalipada Ghosh, Subhasini Ghosh married the said Gobardhan Neogi and subsequently the said Gobardhan Neogi died intestate leaving behind his widow Smt. Subhasinin Neogi and only son Asit Neogi.

5. That by operation of Hindu Succession Act and became the owners of undivided 1/11th equal share left by his deceased father and Smt. Subhasini Neogi by way of inheritance being the legal heirs of late Kalipada Ghosh got undivided 1/11th equal share i.e. 445.18 sq. ft. in the property lying at Premises No.167/30, South Sinthi Road, Kolkata - 700 050.
6. That one Sadananda Ghosh was the sole and absolute owner of a plot of land measuring about 12 Cottahs more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050, P.S. Cossipore, Ward no.2, within the limits of Kolkata Municipal Corporation.
7. The said Sadananda Ghosh while thus absolutely seized and possessed of the said property being Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050, died intestate leaving behind his four sons namely Beharilal Ghosh, Makhanlal Ghosh, Tralakyannath Ghosh and Kalipada Ghosh as his legal heirs and successors of the property left behind him.
8. The four sons of late Sadananda Ghosh i.e. Beharilal Ghosh, Makhanlal Ghosh, Tralakyannath Ghosh and Kalipada Ghosh became the joint owners each having undivided 1/4th share in the said Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050, and while enjoying the said property jointly, the legal heirs of Makhanlal Ghosh since deceased i.e. Probodh Chandra Ghosh and Subodh Chandra Ghosh jointly transferred their father undivided 1/4th share of the said property i.e. 3 cottahs to the other co-sharer Kalipada Ghosh by virtue of two registered Sale Deed one dated 10.10.1928 being Deed no.1009 of 1928 by Probodh Chandra Ghosh (1/8th share) and another Sale Deed dated 16.12.1935 being Deed No.2315 by Subodh Chandra Ghosh (1/8th share).
9. That by virtue of the said transfer the said Kalipada Ghosh became the joint owners of the Makhanlal Ghosh and as such the said Kalipada Ghosh became the owner of undivided ½ share (50%) of the said property being Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 by way of inheritance and by way of received share of Makhanlal Ghosh along with other two co-sharer Biharilal Ghosh and Tralakya Nath Ghosh.
10. That after the death of the said Kalipada Ghosh, his legal heirs as described above became the joint owners of undivided ½ share in the said property i.e. 6 Cottahs lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 and each of them being entitled to undivided 1/11th share i.e. 393 sq. ft. in the property.
11. That by virtue of a registered Deed of Conveyance dated 21.09.2004, one daughter of late Kalipada Ghosh i.e. Smt. Sova Neogi sold conveyed and transferred to Sri Anup Banerjee, Swapan Ghosh, Sujun Kumar Roy Burman, Saibal Ganguly and Sankar Ghosh, all

that piece and parcel of land measuring about 445.18 sq. ft. i.e. 1/11th share in all that land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. more or less lying and situate at Premises No.167/30, south Sinthee Road, (previously 56, B. T. Road), Kolkata - 700 050 and the deed was registered in the office of ADSR- Cossipore Dum Dum, recorded in Book No.I, Volume No.101, Pages 175 to 190, Deed No.3531 for the year 2006.

12. That by virtue of another registered Deed of Conveyance dated 27.05.2005, one daughter of late Kalipada Ghosh i.e. Smt. Mira Ghosh sold conveyed and transferred to Sri Anup Banerjee, Swapan Ghosh, Sujun Kumar Roy Burman, Saibal Ganguly and Sankar Ghosh, all that piece and parcel of land measuring about 445.18 sq. ft. i.e. 1/11th share in all that land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. more or less lying and situate at Premises No.167/30, south Sinthee Road, (previously 56, B. T. Road), Kolkata - 700 050 and the deed was registered in the office of ADSR- Cossipore Dum Dum, recorded in Book No.I, Volume No.107, Pages 299 to 314, Deed No.3760 for the year 2006.
13. That by virtue of another registered Deed of Conveyance dated 21.09.2004, one daughter of late Kalipada Ghosh i.e. Smt. Sova Neogi sold conveyed and transferred to Sri Anup Banerjee, Swapan Ghosh, Sujun Kumar Roy Burman, Saibal Ganguly and Sankar Ghosh, all that piece and parcel of land measuring about 393 sq. ft. i.e. 1/11th share in all that land measuring about 6 Cottahs more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 and the deed was registered in the office of ADSR- Cossipore Dum Dum, recorded in Book No.I, Volume No.101, Pages 137 to 152, Deed No.3528 for the year 2006.
14. That by virtue of another registered Deed of Conveyance dated 27.05.2005, one daughter of late Kalipada Ghosh i.e. Smt. Mira Ghosh sold conveyed and transferred to Sri Anup Banerjee, Swapan Ghosh, Sujun Kumar Roy Burman, Saibal Ganguly and Sankar Ghosh, all that piece and parcel of land measuring about 393 sq. ft. i.e. 1/11th share in all that land measuring about 6 Cottahs more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 and the deed was registered in the office of ADSR- Cossipore Dum Dum, recorded in Book No.I, Volume No.101, Pages 191 to 206, Deed No.3532 for the year 2006.
15. The said Sri Anup Banerjee, Swapan Ghosh, Sujun Kumar Roy Burman, Saibal Ganguly and Sankar Ghosh by virtue of a registered Sale Deed dated 25.06.2008, registered before ADSR-Cossipore Dum Dum and recorded in Deed No.6632 for the year 2010, sold conveyed and transferred all that undivided 1/11th share measuring about 445.18 sq. ft. and another undivided 1/11th share measuring about 445.18 sq. ft. situate at Premises No.167/30, South Sinthi Road, Kolkata - 700 050 and another undivided 1/11th share measuring about 393 sq. ft. and also 1/11th share measuring about 393 sq. ft.

situate at Premises no.10 and 11, Hem Dey Lane, Kolkata - 700 050 aggregating to 1676.36 sq. ft. more or less comprised in Mouza - Sinthi Uttarpara, Holding no.190 and 190B, sithin P.S. Sinthi, previously Cossipore within the limits of Kolkata Municipal Corporation in favour of M/s. Kiran Construction absolutely and forever.

16. The daughter of Late Kalipada Ghosh i.e. Smt Subhasini Neogi being the legal heirs of Late Kalipada Ghosh were the owner of undivided 5/44th share in all that piece and parcel of land measuring about 491 sq.ft. more or less out of the total land measuring about 12 Cottahs be the same a little more or less lying and situate at Premises No.10 and 11 Hem Dey Lane, P.S. Sinthi, Kolkata 700 050 absolutely and forever.
17. The said Smt. Subhasini Neogi by virtue of a registered Sale Deed dated 30.12.2005 Being No.4945 for the year 2008 registered before Additional District sub Registrar at Cossipore Dum Dum, sold conveyed and transferred the said undivided 5/44th share in all that piece and parcel of land measuring about 491 sq. ft. more or less out of the total land measuring about 12 Cottahs be the same a little more or less lying and situate at Premises No.10 and 11 Hem Dey Lane, P.S. Sinthi, Kolkata 700 050 in favour of Sri Sujan Kumar Roy Burman.
18. The daughter of Late Kalipada Ghosh i.e. Bina Biswas being the legal heirs of Late Kalipada Ghosh were the owner of undivided 1/22th share in all that piece and parcel of land measuring about 392.72 sq.ft. more or less out of the total land measuring about 12 Cottahs be the same a little more or less lying and situate at Premises No.10 and 11 Hem Dey Lane, P.S. Sinthi, Kolkata 700 050 absolutely and forever.
19. The said Smt. Bina Biswas by virtue of a registered Sale Deed dated 19.01.2006 Being No.4764 for the year 2008 registered before Additional District sub Registrar at Cossipore Dum Dum, sold conveyed and transferred the said undivided 1/22th share in all that piece and parcel of land measuring about 392.72 sq.ft. more or less out of the total land measuring about 12 Cottahs be the same a little more or less lying and situate at Premises No.10 and 11 Hem Dey Lane, P.S. Sinthi, Kolkata 700 050 in favour of Sri Sujan Kumar Roy Burman.
20. The said Sri Sujan Kumar Roy Burman by virtue of a registered Sale Deed dated 30.07.2010 registered before Additional District Sub Registrar at Cossipore Dum Dum under Book No.I, Volume No.190, Pages 281 to 288, Deed No.7241 for the year 2010, sold conveyed and transferred all that piece and parcel of land measuring about undivided 9/88th share being 884 sq. ft. i.e. 1 Cottah 3 Chittacks 29 sq. ft. more or less and 100 sq. ft. of Tali structure out of total land measuring an area about 12 Cottahs be the same a little more or less

lying and situate at Premises No.10 and 11 Hem Dey Lane, P.S. Sinthi, Kolkata 700 050 in favour of M/s. Kiran Construction, represented by sole proprietor Kiran Agarwal.

21. The daughter of Late Kalipada Ghosh i.e. Smt Subhasini Neogi being the legal heirs of Late Kalipada Ghosh were the owner of undivided 5/44th share in all that piece and parcel of land measuring about 557.30 sq.ft. more or less out of the total land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. be the same a little more or less lying and situate at Premises No.167/30, South Sinthee Road, P.S. Sinthi, Kolkata 700 050, by virtue of a registered Sale Deed dated 30.12.2005 Being No.4944 for the year 2008 registered before Additional District sub Registrar at Cossipore Dum Dum, sold conveyed and transferred the said undivided 5/44th share in all that piece and parcel of land measuring about 557.30 sq.ft. in favour of Sri Sujan Kumar Roy Burman.
22. The daughter of Late Kalipada Ghosh i.e. Bina Biswas being the legal heirs of Late Kalipada Ghosh were the owner of undivided 1/11th share in all that piece and parcel of land measuring about 445 sq.ft. more or less out of the total land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. be the same a little more or less lying and situate at Premises No.167/30, South Sinthee Road, P.S. Sinthi, Kolkata 700 050, by virtue of a registered Sale Deed dated 19.01.2006 Being No.4763 for the year 2008 registered before Additional District sub Registrar at Cossipore Dum Dum, sold conveyed and transferred the said undivided 1/11th share in all that piece and parcel of land measuring about 445 sq.ft. more or less in favour of Sri Sujan Kumar Roy Burman.
23. The said Sri Sujan Kumar Roy Burman by virtue of a registered Sale Deed dated 30.07.2010 registered before Additional District Sub Registrar at Cossipore Dum Dum under Book No.I, Deed No.7244 for the year 2010, sold conveyed and transferred all that piece and parcel of land measuring about undivided 9/44th share being 1002.30 sq. ft. i.e. 1 Cottah 6 Chittacks 13 sq. ft. more or less and 100 sq. ft. of Tali structure out of total land measuring an area about 6 Cottahs 12 Chittacks 37 sq. ft. be the same a little more or less lying and situate at Premises No.167/30, South Sinthee Road, P.S. Sinthi, Kolkata 700 050 in favour of M/s. Kiran Construction, represented by sole proprietor Kiran Agarwal.
24. That by operation of the Hindu Succession Act, the said Sri Rabindra Nath Ghosh, the son of Late Kalipada Ghosh being the owner of undivided 1/11th share holder from his father by way of inheritance and thus became 1/22nd share holder in the entire all that piece and parcel of land measuring about 12 Cottahs i.e. 392.72 Sq. ft. lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050.

25. The said Sri Rabindra Nath Ghosh by virtue of a registered Sale Deed Dated 22.07.2010 registered before ADSR-Cossipore Dum Dum recorded in Book No.I, Volume No.188, Pages 279 to 286, Deed No.7161 for the year 2010, sold conveyed and transferred undivided 1/22 share of land measuring about 392.72 sq. ft. more or less and 100 sq. ft. of Tali structure out of total land measuring an area of 12 Cottahs be the same little more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 in favour of M/s. Kiran Construction, represented by proprietor Kiran Agarwal.
26. That by operation of the Hindu Succession Act, the said Sri Ranendra Nath Ghosh, the son of Late Kalipada Ghosh being the owner of undivided 1/11th share holder from his father by way of inheritance and thus became 1/22nd share holder in the entire all that piece and parcel of land measuring about 12 Cottahs i.e. 392.72 Sq. ft. lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050.
27. The said Sri Ranendra Nath Ghosh by virtue of a registered Sale Deed Dated 30.06.2010 registered before ADSR-Cossipore Dum Dum recorded in Book No.I, Volume No.145, Pages 153 to 164, Deed No.5581 for the year 2010, sold conveyed and transferred undivided 1/22 share of land measuring about 392.72 sq. ft. more or less out of total land measuring an area of 12 Cottahs be the same little more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 in favour of M/s. Kiran Construction, represented by proprietor Kiran Agarwal.
28. The said Smt. Nivarani Niyogi, the daughter of Late Kalipada Ghosh became the owners of undivided 1/11th share i.e. 393 sq. ft. out of the land measuring about 6 Cottahs more or less situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050.
29. The said Smt. Nivarani Niyogi died intestate on 15.10.1999 leaving behind her surviving son Sri Pranab Niyogi and two daughters Smt. Ranjana Sur and Smt. Champa Ghosh as her legal heirs and representatives of the property i.e. undivided 1/11th share in all that land measuring about 6 Cottahs more or less situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050.
30. The said Smt. Nivarani Niyogi also became the owner of undivided 1/11th share or interest i.e. measuring about 445.18 sq. ft. more or less situate at Premises No.167/30, South Sinthi Road, Kolkata - 700 050 and after her demise her surviving son Sri Pranab Niyogi and two daughters Smt. Ranjana Sur and Smt. Champa Ghosh also became the owner by way of inheritance as per Hindu Succession Act, 1956.
31. The said Sri Pranab Niyogi, Smt. Ranjana Sur and Smt. Champa Ghosh by virtue of a registered Sale Deed dated 06.06.2008 registered before ADSR-Cossipore-Dum Dum, recorded in Book No.I, CD Volume No.10, Pages 4347 to 4363, Being No.02442 for the year 2011, sold

conveyed and transferred all that undivided 1/11th share i.e. 393 sq. ft. more or less out of the land measuring about 6 Cottahs more or less lying and situate at Premises No.10 and 11, Hem Dey Lane and also undivided 1/11th share i.e. land measuring about 445.18 sq. ft. more or less out of the land 6 Cottahs 12 Chittacks 37 sq. ft. situate at Premises No.167/30, South Sinthi Road, Kolkata -700 050 in favour of M/s. Kiran Construction, represented by sole proprietor Kiran Agarwal.

32. That while thus the legal heirs of Late Kalipada Ghosh jointly possessed and enjoying the said landed property i.e. 167/30, South Sinthi Road, Kolkata - 700 050 and 10 & 11, Hem Dey Lane, Kolkata - 700 050, one daughter of late Kalipada Ghosh viz Mandakini Neogi being the owner of undivided 1/11th share in the property died intestate leaving behind his husband Gobardhan Neogi and only son Sri Asit Neogi who became the owner of undivided 1/11th share i.e. each having undivided 1/22nd share in the said property and thereafter one daughter of late Kalipada Ghosh, Subhasini Ghosh who being the owner of undivided 1/11th share in the said property married the said Gobardhan Neogi and subsequently the said Gobardhan Neogi died intestate leaving behind his widow Smt. Subhasini Neogi and only son Asit Neogi and thus the said Smt. Subhasini Neogi became the owner of undivided 5/44th share and Asit Neogi became the owner of 3/44th share in the said properties.
33. The said Asit Neogi thus became the owner of undivided 3/44th share i.e. 333.87 sq. ft. out of 6 Cottahs 12 Chittacks 37 sq. ft. in Premises No.167/30, South Sinthi Road, Kolkata - 700 050 and also undivided 3/44th share i.e. 294.54 sq. ft. out of 6 Cottahs of land in Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050.
34. The said Sri Asit Neogi by virtue of a registered Sale Deed dated 19.05.2008 registered before ADSR-Cossipore Dum Dum and recorded in Book No.I, Deed No.1242 for the year 2008, sold conveyed and transferred all that piece and parcel of undivided 3/44th share of land measuring about 333.87 sq. ft. lying and situate at Premises No.167/30, South Sinthi Road, Kolkata - 700 050 and another undivided 3/44th share of land i.e. 294.54 sq. ft. lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 in favour of M/s. Kiran Construction absolutely and forever.
35. That one of son of Late Sadananda Ghosh namely Beharilal Ghosh died intestate prior to 1956 leaving behind his only son being Narendra Nath Ghosh since deceased as his only successors of his undivided 1/4th share in all that piece and parcel of land measuring about 12 Cottahs more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050, who after his death became the absolute owner of the said undivided land.
36. That the said Narendra Nath Ghosh died testate on 26.01.1995 leaving behind his last Will and Testament dated 31.03.1986

appointing his son Ashish Kumar Ghosh as the executor and in his absence his other son Asok Kumar Ghosh as the executor as well as Beneficiary of the estate of Narendra Nath Ghosh.

37. That both the said two named executors of the last Will of Narendra Nath Ghosh could not apply for probate of the said Will and as such Smt. Shanta Ghosh (wife of late Asok Kumar Ghosh), Smt. Sonali Halder (Daughter of Late Asok Kumar Ghosh) and Abhik Kumar Ghosh (son of Late Asok Kumar Ghosh), the legatees of the said Will and as the intestate successor of another legatee being the said Asok Kumar Ghosh applied for and obtained Letter of Administration from the District Delegate at Sealdah under L.A. Case No.5 of 2008 and the same was granted in their favour on 17.03.2009.
38. The said Smt. Shanta Ghosh, Smt. Sonali Halder and Abhik Kumar Ghosh in terms of the order passed in Letter of Administration became joint owners of undivided $1/4^{\text{th}}$ share in all that piece and parcel of land measuring about 12 Cottahs i.e. undivided 3 Cottahs lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050.
39. The said Smt. Shanta Ghosh, Smt. Sonali Halder and Abhik Kumar Ghosh by virtue of a registered Sale Deed dated 30.06.2010 registered before ADSR-Cossipore Dum Dum and recorded in Book No.I, Deed No.7247 for the year 2010, sold conveyed and transferred all that piece and parcel of undivided $1/4^{\text{th}}$ share of land measuring about 3 Cottahs or 2160 sq. ft. more or less of land and 300 sq. ft. of Tali structure thereon out of total land measuring an area about 12 Cottahs be the same a little more or less lying and situate at Premises no.10 and 11, Hem Dey Lane, Kolkata - 700 050 in favour of M/s. Kiran Construction absolutely and forever.
40. That one of the said four sons of Late Sadananda Ghosh being the said Trailokya Nath Ghosh died intestate prior to 1958 leaving him surviving his two sons being Hari Charan Ghosh and Tulsi Charan Ghosh, both since deceased as his only successors of his undivided $1/4^{\text{th}}$ share in all that piece and parcel of land measuring about 12 Cottahs be the same a little more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 and thus each of the entitled to undivided $1/8^{\text{th}}$ share in the said property.
41. That the said Tulsi Charan Ghosh died intestate subsequent to 1956 and his wife Smt. Pravabati Ghosh pre deceased to him and as such his undivided $1/8^{\text{th}}$ share in the said property devolved upon his only son Pradip Kumar Ghosh and one daughter Smt. Shanti Ghosh who after the demise of their father became entitle to $1/16^{\text{th}}$ share each in the said demised premises.
42. The said Smt. Shanti Ghosh ad Pradip Kumar Ghosh by virtue of a registered Sale Deed dated 30.06.2010 registered before ADSR-Cossipore Dum Dum and recorded in Book No.I, Volume No.190,

Pages 321 to 328, Deed No.7245 for the year 2010, sold conveyed and transferred all that piece and parcel of undivided $1/8^{\text{th}}$ share of land measuring about 1 Cottah 8 Chittacks of land more or less and 100 sq. ft. of Tali structure thereon out of total land measuring an area about 12 Cottahs be the same a little more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 in favour of M/s. Kiran Construction absolutely and forever.

43. That one of the said four sons of Late Sadananda Ghosh being the said Trailokya Nath Ghosh died intestate prior to 1958 leaving him surviving his two sons being Hari Charan Ghosh and Tulsi Charan Ghosh, both since deceased as his only successors of his undivided $1/4^{\text{th}}$ share in all that piece and parcel of land measuring about 12 Cottahs be the same a little more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 and thus each of the entitled to undivided $1/8^{\text{th}}$ share in the said property.
44. The said Hari Charan Ghosh being the owner of undivided $1/8^{\text{th}}$ share in the said property being 12 Cottahs of land situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050, died intestate on 25.12.1987 leaving behind his wife namely Chapala Ghosh two sons namely Amarnath Ghosh and Arabinda Ghosh and one daughter namely Iva Biswas and thus they became the joint owners of undivided $1/8^{\text{th}}$ share in the said property each of them having undivided $1/32^{\text{th}}$ equal share.
45. The said Amarnath Ghosh, son of late Hari Charan Ghosh also died intestate on 09.03.1998 leaving behind his wife Sharmistha Ghosh and only daughter namely Sanchita Ghosh (Das) as his legal heirs and successors of his $1/32^{\text{th}}$ share in the said property.
46. The said Sharmistha Ghosh and Sanchita Ghosh (Das) while thus enjoying the joint ownership in the said property, the said Sharmistha Ghosh died intestate on 12.06.2003 leaving behind her only daughter Sanchita Ghosh (Das) as her legal heirs and successors of her undivided share in the said property and thus Sanchita Ghosh (Das) became owner of undivided $1/32^{\text{th}}$ share in the said property situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050.
47. The said Iva Biswas while enjoying the said property well seized and possessed of and/or well and sufficiently entitled to the said property died intestate on 23.11.2005 leaving behind her husband namely Provat Kumar Biswas and two sons namely Puspendu Biswas and Purnendu Biswas as her legal heirs and successors of the property left by her and thus they became the joint owners of undivided $1/32^{\text{th}}$ share in all that piece and parcel of land measuring about 12 Cottahs situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 each of them having undivided $1/96^{\text{th}}$ equal share.
48. The said Chapala Ghosh, Arabinda Ghosh, Smt. Sanchita Ghosh, Provat Kumar Biswas, Puspendu Biswas and Purnendu Biswas

became joint owners of undivided $1/8^{\text{th}}$ share of Late Haricharan Ghosh i.e 1 Cottahs 8 Chittacks out of 12 Cottahs lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050.

49. The said Chapala Ghosh, Arabinda Ghosh, Smt. Sanchita Ghosh, Provat Kumar Biswas, Puspendu Biswas and Purnendu Biswas by virtue of a registered Sale Deed dated 05.05.2008 registered before ADSR-Cossipore Dum Dum and recorded in Book No.I, Volume No.120, Pages 269 to 278, Deed No.4698 for the year 2008, sold conveyed and transferred all that undivided $1/8^{\text{th}}$ share in land measuring about 12 Cottahs more or less i.e. 1 Cottah 8 Chittacks more or less along with 300 sq. ft. Kuncha structure standing thereon lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 in favour of M/s. Kiran Construction.
50. The said Rathindra Nath Ghosh one of the son of Late Kalipada Ghosh by way of inheritance from his father became the owner of undivided $1/11^{\text{th}}$ share i.e. 445.18 sq. ft. of land out of all that land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. lying and situate at Premises No.167/30, South Sinthi Road, Kolkata - 700 050 and also owner of undivided $1/11^{\text{th}}$ share i.e. 393 sq.ft. of land out of land measuring about 6 Cottahs more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050.
51. The said Rathindra Nath Ghosh by virtue of a registered Sale Deed dated 19.05.2008 registered before ADSR-Cossipore Dum Dum and recorded in Book No.I, Deed No.6633 for the year 2010, sold conveyed and transferred all that undivided $1/11^{\text{th}}$ share i.e. 445.18 sq. ft. of land out of all that land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. lying and situate at Premises No.167/30, South Sinthi Road, Kolkata - 700 050 and also owner of undivided $1/11^{\text{th}}$ share i.e. 393 sq.ft. of land out of land measuring about 6 Cottahs more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 in favour of M/s. Kiran Construction.
52. The said Sri Manindra Nath Ghosh one of the son of Late Kalipada Ghosh by way of inheritance from his father became the owner of undivided $1/11^{\text{th}}$ share i.e. 445.18 sq. ft. of land out of all that land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. lying and situate at Premises No.167/30, South Sinthi Road, Kolkata - 700 050 and also owner of undivided $1/11^{\text{th}}$ share i.e. 393 sq.ft. of land out of land measuring about 6 Cottahs more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050.
53. The said Sri Manindra Nath Ghosh by way of a Deed of Conveyance dated 06.03.2007 sold conveyed and transferred all that piece and parcel of undivided $1/11^{\text{th}}$ share i.e. 393 sq.ft. of land out of land measuring about 6 Cottahs more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 in favour of Sri Sujan Kumar Roy Burman, Sri Pradip Bhowmik and Sri Amitabha Dey and the said deed was registered in the office of ADSR-Cossipore

Dum Dum and recorded in Book No.I, Deed No.4596 for the year 2008.

54. The said Sri Manindra Nath Ghosh by way of a Deed of Conveyance dated 06.03.2007 sold conveyed and transferred all that piece and parcel of undivided 1/11th share i.e. 445.18 sq.ft. of land out of all that land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. lying and situate at Premises No.167/30, South Sinthi Road, Kolkata - 700 050 in favour of Sri Sujan Kumar Roy Burman, Sri Pradip Bhowmik and Sri Amitabha Dey and the said deed was registered in the office of ADSR-Cossipore Dum Dum and recorded in Book No.I, Deed No.4609 for the year 2008.
55. The said Sri Sujan Kumar Roy Burman, Sri Pradip Bhowmik and Sri Amitabha Dey while thus jointly seized and possessed of the said undivided 1/11th share i.e. 393 sq.ft. of land out of land measuring about 6 Cottahs more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 and undivided 1/11th share i.e. 445.18 sq.ft. of land out of all that land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. lying and situate at Premises No.167/30, South Sinthi Road, Kolkata - 700 050, by virtue of a registered Sale Deed dated 30.06.2008 registered before ADSR-Cossipore Dum Dum and recorded in Deed No.6936 for the year 2010, sold conveyed the same being all that undivided 1/11th share in both the properties measuring about 838.18 sq. ft. in favour of M/s. Kiran Construction.
56. The said Sri Ranendra Nath Ghosh one of the son of Late Kalipada Ghosh by way of inheritance from his father became the owner of undivided 1/11th share i.e. 445.18 sq. ft. of land out of all that land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. lying and situate at Premises No.167/30, South Sinthi Road, Kolkata - 700 050.
57. The said Sri Ranendra Nath Ghosh while thus jointly seized and possessed of his undivided 1/11th share in Premises No.167/30, South Sinthi Road, Kolkata - 700 050 by virtue of a registered Power of Attorney dated 30.04.2007 registered before Registrar of Assurances - III, Kolkata and recorded in Book No.IV, Being No.2393 for the year 2007 have appointed Sri Sujan Kumar Roy Barman, Sri Pradip Bhowmik and Amitabha Dey as his constituted attorney for the purposes morefully mentioned in the said power of attorney in respect of the said property.
58. The said Sri Ranendra Nath Ghosh through his constituted attorney Sri Sujan Kumar Roy Barman, Sri Pradip Bhowmik and Amitabha Dey by virtue of a registered Sale Deed dated 30.06.2008 registered before ADSR-Cossipore Dum Dum and recorded as Being No.6806 for the year 2010, sold conveyed and transferred all that undivided 1/11th share i.e. 445.18 sq. ft. of land out of all that land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. lying and situate at Premises No.167/30, South Sinthi Road, Kolkata - 700 050 in favour of M/s. Kiran Construction absolutely and forever.

59. The said Sri Rabindra Nath Ghosh one of the son of Late Kalipada Ghosh by way of inheritance from his father became the owner of undivided 1/11th share i.e. 445.18 sq. ft. of land out of all that land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. lying and situate at Premises No.167/30, South Sinthi Road, Kolkata - 700 050.
60. The said Sri Rabindra Nath Ghosh by virtue of a registered Sale Deed dated 22.07.2010 registered before ADSR-Cossipore Dum Dum and recorded as Deed No.7265 for the year 2010, sold conveyed and transferred all that undivided 1/11th share i.e. 445.18 sq. ft. of land together with 100 sq. ft. R.T. structure standing thereon out of all that land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. lying and situate at Premises No.167/30, South Sinthi Road, Kolkata - 700 050 in favour of M/s. Kiran Construction absolutely and forever.
61. The said Sri Phanindra Nath Ghosh one of the son of Late Kalipada Ghosh by way of inheritance from his father became the owner of undivided 1/11th share i.e. 445.18 sq. ft. of land out of all that land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. lying and situate at Premises No.167/30, South Sinthi Road, Kolkata - 700 050 and also owner of undivided 1/11th share i.e. 294.54 sq.ft. of land out of land measuring about 6 Cottahs more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050.
62. The said Sri Phanindra Nath Ghosh by virtue of a registered Sale Deed dated 19.05.2008 registered before ADSR-Cossipore Dum Dum and recorded as Deed No.1311 for the year 2010, sold conveyed and transferred all that undivided 1/11th share i.e. 445.18 sq. ft. of land out of all that land measuring about 6 Cottahs 12 Chittacks 37 sq. ft. lying and situate at Premises No.167/30, South Sinthi Road, Kolkata - 700 050 and also all that undivided 1/11th share i.e. 294.54 sq.ft. of land out of land measuring about 6 Cottahs more or less lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata - 700 050 in favour of M/s. Kiran Construction absolutely and forever.
63. That a Subsequent Purchase/Sale Deed was executed on 09.12.2010 by M/s. Kiran Construction, wherein declare that certain mistakes was encrypted in the Principal Deed dated 19.05.2008 Being Deed No.1311 for the year 2010 that 1/11th share in Premises No. 10 and 11, Hem Dey Lane, Kolkata - 700 050 wrongfully written as 294.54 sq.ft. instead of 393 sq.ft. and under this Deed of Declaration the declarant confirmed that the land transferred under the deed dated 19.05.2008 should be 393 sq.ft. in Premises No. 10 and 11, Hem Dey Lane, Kolkata - 700 050, the said deed was registered in the office of ADSR-Cossipore Dum Dum and recorded in Book No.I, CD Volume No.10, Pages 26 to 34, Deed No.08715 for the year 2010.
64. The said M/s. Kiran Construction by virtue of aforesated purchases became the owner of all that piece and parcel of land measuring about 8641.98 sq.ft. equivalent to 12 Cottahs 1.98 sq. ft. lying and situate at Premises No.10 and 11, Hem Dey Lane, Kolkata and also the owner

of all that piece and parcel of land measuring about 4897.61 sq.ft. equivalent to 6 Cottahs 12 Chittacks 37.61 sq. ft. lying and situate at Premises No.167/30, South Sinthi Road, Kolkata under Mouza - Sinthi Uttarpara, P.S. Sinthi, within the limits of Kolkata Municipal Corporation, Ward No.2, under the jurisdiction of Additional District Sub Registrar at Cossipore Dum Dum, in the District of 24 Parganas (North).

65. The said M/s. Kiran Construction thereafter made an application before Kolkata Municipal Corporation for amalgamation of Premises No.10 & 11, Hem Dey Lane, Kolkata - 700 050 and Premises No.167/30, South Sinthi Road, Kolkata - 700 050 and the said KMC vide order dated 04.05.2013 have duly approved the amalgamation w.e.f. 1/13-14 and thereafter the premises after amalgamation known and numbered as Premises No.167/30, South Sinthi Road (now known as Ganapati Sur Sarani), Kolkata - 700 050 having an area of 18 Cottahs 12 Chittacks 37 sq. ft. being Assessee No.110022505919, hereinafter referred to as "SAID PREMISES" and the same has been morefully and particularly mentioned in the THIRD SCHDULE hereunder written.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES/ENTIRE PREMISES)**

ALL THAT piece and parcel of Bastu land measuring an area of 18 (Eighteen) Cottahs 12 (Twelve) Chittacks 37 sq. ft. be the same little more or less lying and situate at Premises No.167/30, Ganapati Sur Sarani (previously known as South Sinthi Road), P.S. Sinthi, Kolkata - 700 050, being Assessee No.110022505919, Ward No.2, within the Limits of Kolkata Municipal Corporation and under the jurisdiction of Additional District Sub Registrar at Cossipore Dum Dum, in the District of 24 Parganas (North) and butted and bounded as under:

ON THE NORTH	:	Partly South Sinthi Road and partly Premises No.167/31, South Sinthi Road and partly Premises No.9/3, Hem Dey Lane;
ON THE SOUTH	:	Premises No.12B, Hem Dey Lane;
ON THE EAST	:	Premises No.168/3, South Sinthi Road;
ON THE WEST	:	Hem Dey Lane.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(SAID FLAT)**

ALL THAT one self-contained flat/unit being Flat No.3A measuring 1346 sq. ft. more or less super built up area (1009.5 sq. ft. Built up area) on the 3rd floor of the Block "A" (South Western side) along with one covered car parking space being No. N measuring about 140 sq. ft. super built up area approx on the ground floor of the building named "SHIV GANGA" at the

Suresh Kumar Choudhary

Premises No. 167/30, Ganapati Sur Sarani (previously known as South Sinthi Road), P.S. Sinthi, Kolkata - 700 050, Ward No.2 described in the First Schedule hereinabove consisting of 3 (Three) Bed Rooms, 1 (One) Kitchen, 1 (One) Drawing cum Dinning room, 2 (Two) Toilets and 1 (One) Varendha (**Plans Attached and marked in red**) togetherwith all fitting and fixtures attached thereto **TOGETHER WITH** undivided proportionate indivisible variable share and interest and right in the land appurtenant to the said Block building attributable to the said flat in the said premises described in the Third Schedule hereinabove written.

**THE FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON AREAS AND AMENITIES)
PART-I
(COMMON AREAS)**

- a) Lobbies, staircases, staircase landings, landings, corridors, paths, driveways, entrance, exits, entrance of the buildings/ blocks;
- b) Stair head room, caretaker room, electric meter room, pump room, transformer room, generator room, security office room;
- c) Lift machine room, lift chute and lift well;
- d) Common toilets;
- e) Boundary walls;
- f) Fire refuge/control areas;
- g) Landscaped gardens for common use;
- h) Entrance and exit gates of the premises.
- i.) Ultimate roof of the building.
- j) Children's play area.
- k) Any other area specified by the Developer from time to time to be part of the Common Areas in the Project.

**PART-II
(COMMON AMENITIES)**

- a) The beams, foundations, supports, columns, main walls, boundary walls of the Building/ Block;
- b) Installation of common services such as water, sewerage pipes, pumps, ducts, etc. at the Building/Block;
- c) Electrical installations including wiring and accessories for receiving electricity from Electricity Supply Agency or Generator(s)/ Standby

Power Source to all the units in the Project and the Common Areas and Amenities and electrical wiring and accessories for lighting of the Common Areas and Amenities;

- d) Fire Fighting equipments and accessories;
- e) Fixtures, installations-equipments etc. in the Common Areas and Amenities.
- f) Lift machine;
- g) Generator;
- h) Transformer;
- i) Overhead water tank;
- j) Underground water reservoir;
- k) Drainage system, sewerage system, water inlet point;
- l) Any other facilities or amenities specified by the Developers from time to time to be part of the Common Amenities in the Project.

THE SIXTH SCHEDULE ABOVE REFERRED TO
(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges and appurtenances shall be reserved for the Holding Organization.

1. The right in common with the Purchasers and/or other person or persons entitled to the other part or parts of the Building as aforesaid for the ownership and use of common part or parts of the Building including its installations staircases open spaces in ground floor covered spaces electrical installations and other passages.
2. The right of passage in common with the Purchasers and other person or persons as aforesaid for electricity water and soil from and to any part (other than the said Unit) of the other part or parts of the Block through pipes, drains, wires, conduits lying or being under through or over the Said Unit so far as may be reasonably necessary for the beneficial use and occupation of the other portion or portions of the Building for all purposes whatsoever.
3. The right of protection for other portion or portions of the Block by all parts of the Said Unit as far as they now protect the same or as may otherwise become vested in the Purchasers by means of structural alterations to the Said Unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the Block.

4. The right for the Holding Organization and / or occupier or occupiers of other part or parts of the Building for the purpose of ingress and egress to and from such other Part or parts of the Building, the front entrances staircase, electrical installation open and covered space and other common passages or paths of the Building.
5. The right of the Holding Organization or its authorized agents with or without workmen and necessary materials to enter from time to time upon the Said Unit for the purpose of repairing so far as may be necessary such pipes drains wires and conduit underground/overhead Reservoir, fire fighting equipment as aforesaid.

THE SEVENTH SCHEDULE ABOVE REFERRED TO
(Easements or Quasi - Easements)

The under mentioned rights easements and quasi easements privileges of the Purchasers to be enjoyed along with other co-occupiers.

- i. The Purchasers shall be entitled to all rights privileges vertical and lateral supports easements, quasi-easements and appurtenances whatsoever belonging to or in any way appertaining to the Said Unit or therewith usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified **EXCEPTING AND RESERVING UNTO THE** holding Organization the rights easements quasi easements privileges and appurtenances hereinafter more particularly set forth in the **SIXTH SCHEDULE HERETO**.
- ii. The right of access and passage in common with the Holding Organization and/or the co-owners and occupiers of the Building at all times and for all normal lawful purposes connected with the use and enjoyment of the staircase, tubewell, lifts and electrical installations and all other covered common areas installations and facilities in the Building and the Said Premises.
- iii. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the Said Unit with or without vehicles over and along the drive-ways and pathways excepting area which are reserved and **PROVIDED ALWAYS** and it is hereby declared that nothing herein contained shall permit the Purchasers or any person deriving title under the Purchasers or the servants agents employees and invitees of the Purchasers to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passage of or other person or persons including the Co-owners and the Holding Organization along such drive way and path ways as aforesaid.

- iv. The right of support shelter and protection of the Said Unit by or from all parts of the Block so far they now support shelter or protect the same.
- v. The right of passage in common as aforesaid electricity water and soil from and to the Said Unit through pipes drains wires and conduits lying or being in under through or over the Building and the Said Premises so as far as may be reasonable necessary for the beneficial occupation of the Said Unit and for all purposes whatsoever.

THE EIGHT SCHEDULE ABOVE REFERRED TO
(Restrictions / House Rules)

1. As from the date of possession of the said Unit the Purchasers agrees and covenants.
 - a) **TO CO-OPERATE** with the other co-Purchasers and/or co-buyers and the Vendor in the management and maintenance of the said building.
 - b) **TO OBSERVE** the rules framed from time to time by the Developer and upon appointment of the FMC by such FMC for quiet and peaceful enjoyment of the said Building as a decent building.
 - c) **TO ALLOW** the Developer and/or its authorized representative and upon appointment of FMC, such FMC to enter into the said Flat and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
 - d) **TO PAY** and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the **EIGHT SCHEDULE** hereunder written proportionately for the building and/or common parts/areas and wholly for the said Unit and / or to make deposits on account thereof in the manner mentioned hereunder to or with the Developer and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchasers.
 - e) **TO DEPOSIT** the amounts reasonably required with the Developer and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
 - f) **TO PAY** charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.

- g) **NOT TO** sub-divide the said Unit and / or the Parking space or any portion thereof.
- h) **NOT TO** do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchasers's enjoyment of the said Unit.
- i) **NOT TO** throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- j) **NOT TO** store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings for fixtures thereof including windows, doors, floors etc. in any manner.
- k) **NOT TO** hang from attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- l) **NOT TO** fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.
- m) **NOT TO** slaughter any bird or animal in the common parts and portions of the said Housing Complex
- n) **NOT TO** pray nor hold or permit to be held any prayer meeting in the common parts and portions of the said Housing Complex nor do any act deed or thing which may hurt the religious sentiments of any community.
- o) **NOT TO DO** or cause anything to be done in or around the said Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Unit or adjacent to the said Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- p) **NOT TO** create hindrance/obstruction in any manner whatsoever to occupiers of the other blocks particularly regarding use of Common Parts and Portions.
- q) **NOT TO** damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.

- r) **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandahs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the Developer/FMC differs from the colour scheme of the building or deviation or which in the opinion of the Developer/FMC may affect the elevation in respect of the exterior walls of the said building.
- s) **NOT TO** install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Vendor and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Developer / Architect / FMC.
- t) **NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- u) **NOT TO** make in the said Unit any structural addition and / or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Developer/FMC and / or any concerned authority.
- v) **THE PURCHASERS** shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Purchasers shall be entitled to avail of the central antenna facilities to be provided by the Developer/FMC to the Purchasers and also the other owners of the units in the said Premises at their cost.
- w) The Purchasers shall not object to the sale of any unsold stock such as the Servant's Quarter, car/two-wheeler parking space by the Developer to Unit Owners.
- x) **NOT TO** use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motor cycles

and shall not raise or put any kutchha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- y) **NOT TO** use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- z) **NOT TO** park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Developer/FMC.
- aa) **TO ABIDE** by such building rules and regulations as may be made applicable by the Developer and upon appointment of the FMC by such FMC.
- bb) **NOT TO** display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- cc) **NOT TO** do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- dd) In the event of non-payment of such services and maintenance charges the Purchasers shall be liable to pay interest at the rate of 15% per annum to the Developer and upon appointment of the FMC to such FMC and in the event of such default shall continue for a period of sixty days from the date it becomes due then and in that even without prejudice to any other rights which the Developer and / or FMC may have the Developer and / or the FMC shall be entitled to and the Purchasers hereby consents to the :
 1. To discontinue the supply of electricity.
 2. To discontinue / disconnect the supply of water.
 3. To withhold the services of lifts to the Purchasers and the members of their families and visitors and the same shall not be restored until such time the Purchasers having made full payment of the amounts due with interest at the aforesaid rate.
 4. To discontinue the facility of DG power back-up.
- ee) In the event of non-payment of any of the amounts payable by the Purchasers to the Developer/ FMC/ Holding Organization, the Developer/ FMC/ Holding Organization as the case may be in

addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

2. CAR PARKING/TWO-WHEELER SPACE/S

- a. Parking of Car/Two-Wheeler(s) will be permitted only if specifically allotted. No parking of Two-wheeler(s) will be permitted unless such space is purchased from the Developer. Allotment of such Two-wheeler/Car parking space is absolutely at the discretion of the Developer.
- b. **THE** said Parking Space/s shall be used only for the Purpose of Parking of car (s)/Two-wheeler(s).
- c. **THE** Purchasers shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars/ Two-wheeler(s)
- d. **THE** Purchasers shall not park nor shall permit anybody to park the car(s) /Two-wheeler(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s) /Two-wheeler(s).
- e. **IN** the event of the Purchasers washing car(s) or permitting anybody to wash car(s) /Two-wheeler(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Purchasers to clean up the entire space.
- f. **THE** Purchasers shall not be entitled to cover up and / or make any construction on the said Parking Space(s) and / or open spaces.
- g. **NOT** to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- h. **TO** abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC.
- i. **MUST NOT** let, or part with possession of the Car/Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else excepting to a person who owns a Flat in the building and the Purchasers will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.

THE NINTH SCHEDULE ABOVE REFERRED TO **(Common Expenses)**

1. The expenses of maintaining, repairing, re-decorating, renewing the main structure and in particular the drainage, rainwater discharge

arrangement, water supply system, supply of electricity to all Common Areas and Amenities;

2. The expenses of repairing, maintaining, white-washing and colour washing of the main structure, exterior and common areas of the Buildings/Blocks and the Common Areas and Amenities;
3. The cost of cleaning and lighting the entrance of the buildings/blocks and the passages and other spaces around the lobby, corridors, staircase lift and other common areas of the buildings/blocks and the Common Areas and Amenities;
4. The cost of insuring any risk with regard to the buildings/blocks and the utilities and apparatus installed thereat;
5. Cost of maintaining lift, transformer, generator, electrical installations, pumps and other common facilities and essential services in the Project;
6. Cost of decorating the exterior of the buildings/ blocks;
7. Salaries, wages, fees and remuneration of durwans/security persons, liftman, sweepers, plumber, electricians, accountant, caretakers, gardeners, or other persons whose appointment may be considered necessary for maintenance and protection of the buildings/ blocks and administration and management of the affairs thereof;
8. The rates taxes and outgoings assessed charged and imposed for the Common Areas and Amenities of the buildings/ blocks;
9. The cost and expenses of keeping and maintaining the records of the common expenses, costs of billing collection and recovery of such common expenses including costs of staffing and running the Holding Organization and expenses (statutory and non-statutory expenses) for the Holding Organization;
10. All expenses for the administration, management, maintenance and operation of the Clubhouse and the Common Areas and Amenities in the Project, including electricity, personnel costs etc.
11. All expenses towards electricity costs etc.
12. All expenses towards horticulture and landscaping of the gardens and landscaped areas in the Project.
13. The cost, expenses and charges for installation of any additional common facilities and amenities in the Project;
14. The cost, expenses and charges for compliance of various statutory provisions and the orders, rules formulated by competent authorities applicable in respect of the Project;
15. All expenses of common services and common facilities and amenities;
16. Such expenses as are necessary or incidental for the maintenance or up keeping of the Project and/or the common areas and amenities thereof.

IN WITNESS WHEREOF the Parties have hereunto set and subscribe their respective hands on the date month and year first above written.

SIGNED and DELIVERED by the
OWNER at Kolkata
in the presence of:

Witness:-

1. Prem Agrawal
Chola High School Sodepur
WB-700111
2. Arun Sarkar
Barabati Road
Sodepur, Kol-110

SIGNED and DELIVERED by the
DEVELOPER at Kolkata
in the presence of:

Witness

1. Prem Agrawal
- Arun Sarkar

For KIRAN CONSTRUCTION

Kiran Agrawal
Proprietor

Shree Guru Developer

BS Agrawal
Proprietor

SIGNED and DELIVERED by the
PURCHASERS at Kolkata
in the presence of:

Witness:-

1. Prem Agrawal

Arun Sarkar

DRAFTED AND PREPARED
IN MY OFFICE:

Sandeep Jais

ADVOCATE HIGH COURT
CALCUTTA
Enrolment No. D/265/08

1. Suresh Kumar Choudak.

2. Mohit Choudak

RECEIPT AND MEMO OF CONSIDERATION
(OWNER/DEVELOPER)

RECEIVED from the within mentioned Purchasers herein a sum of Rs.45,09,100/- (Rupees Forty Five Lakhs Nine Thousand One Hundred) only towards full and final payment of the consideration for sale of the said Flat and Property Appurtenances thereto above, as per memo below:

MEMO OF CONSIDERATION

SL NO.	PARTICULARS	AMOUNT
1.	Being the amount of Rs.2,00,000.00 (Rupees Two Lakhs) only paid by Cheque No.229658 dated 01.12.2014 drawn on SBI in favour of Developer.	Rs. 2,00,000.00
2.	Being the amount of Rs.9,00,000.00 (Rupees Nine Lakhs) only paid by Cheque No.229672 dated 01.10.2016 drawn on SBI in favour of Developer.	Rs. 9,00,000.00
3.	Being the amount of Rs.1,00,000.00 (Rupees One Lakh) only paid by Cheque No.264257 dated 01.10.2016 drawn on SBI in favour of Developer.	Rs. 1,00,000.00
4.	Being the amount of Rs.2,00,000.00 (Rupees Two Lakhs) only paid by Cheque No.264259 dated 24.10.2016 drawn on SBI in favour of Developer.	Rs. 2,00,000.00
5.	Being the amount of Rs.4,00,000.00 (Rupees Four Lakhs) only paid by Cheque No.229673 dated 24.01.2017 drawn on SBI in favour of Developer.	Rs. 4,00,000.00
6.	Being the amount of Rs.22,58,190.00 (Rupees Twenty Two Lakhs Fifty Eight Thousand One Hundred Ninety) only paid by SBI on behalf of purchasers through RTGS on 23.10.2017 in favour of Developer.	Rs. 22,58,190.00
7.	Being the amount of Rs.4,50,910.00 (Rupees Four Lakhs Fifty Thousand Nine Hundred and Ten) only paid by Cheque No.038069 dated 10.08.2018 drawn on SBI in favour of Developer.	Rs. 4,50,910.00
		Rs. 45,09,100.00

(Rupees Forty Five Lakhs Nine Thousand One Hundred only)

Witnesses:

1. Prem Agrawal

Arum Sachar.

Shree Guru Developer

BS Agrawal

Proprietor

DEVELOPER

SPECIMEN FORM FOR TEN FINGERPRINTS



Kisan Agarwal	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



BS Agarwal	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

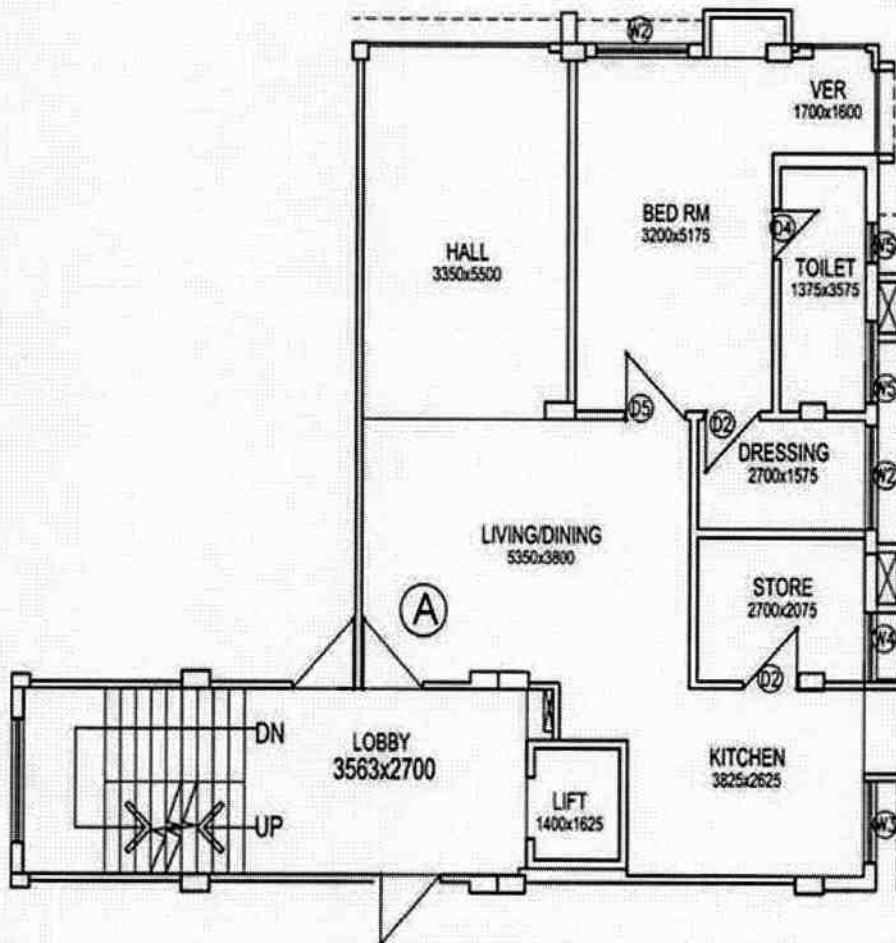


Suresh Kumar Chaudhary	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Mohit Chaudhary	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

**SALE DEED PLAN OF BLOCK - A FLAT A IN 3RD FLOOR AT HOLDING
NO.167/30, GANAPATI SUR SARANI, KOLKATA - 50. WARD NO.- 02,
BOROUGH NO.-1, P.S.- SINTHEE,
UNDER KOLKATA MUNICIPAL CORPORATION.**



FLAT A=1346 SQFT.

SUPER BUILT UP AREA



NORTH

SCALE 1: 125

Shree Guru Developer

B. S. Agarwal

Proprietor

1. *Suresh Kumar Chandra*

2. *Mohit Chandra*

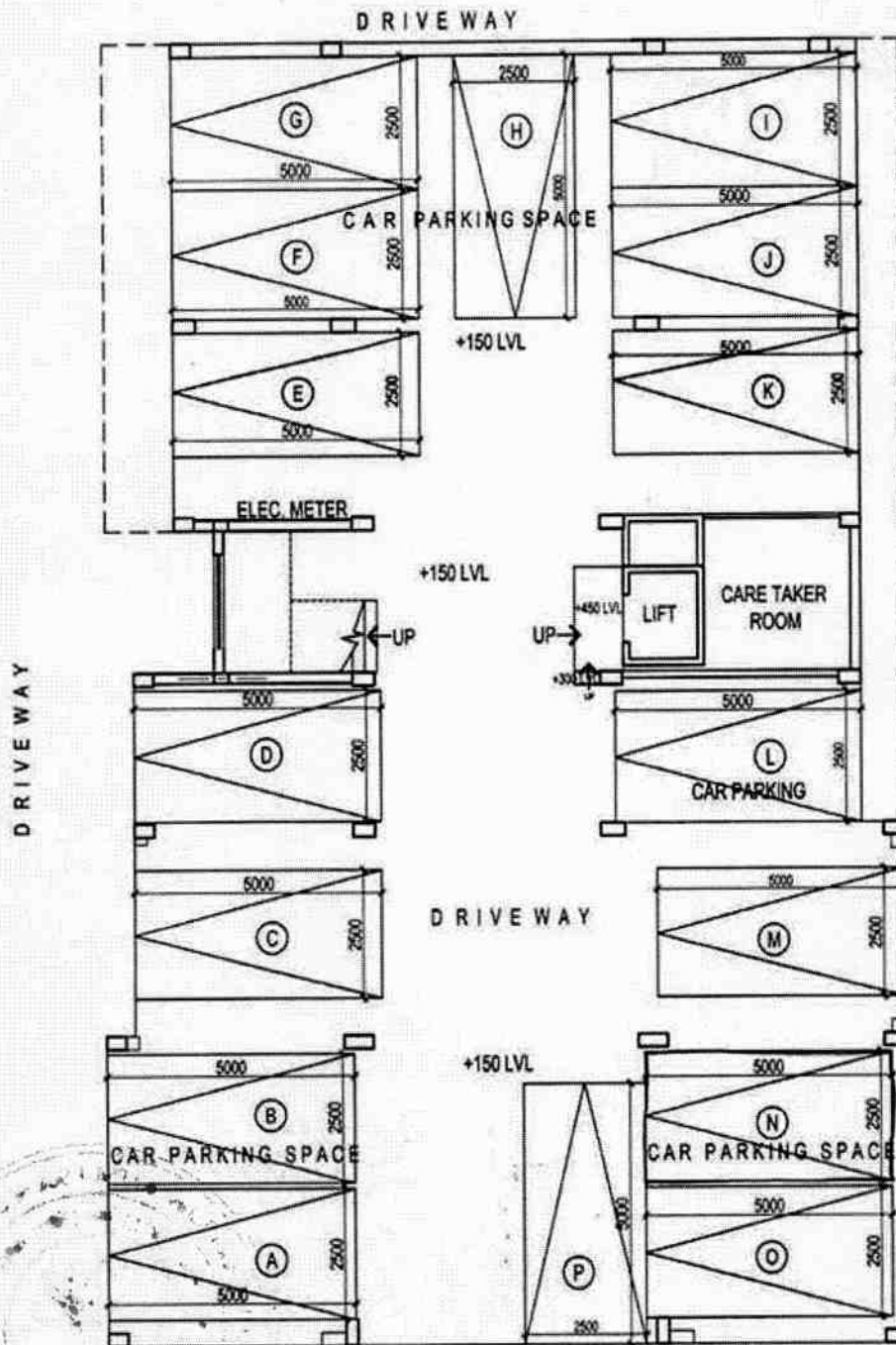
SIG. OF PURCHASERS

For KIRAN CONSTRUCTION

Kiran Agarwal
Proprietor

SIG. OF VENDORS

**SALE DEED PLAN OF BLOCK -A, GROUND FLOOR AT HOLDING NO.-167/30,GANAPATI SUR
SARANI, KOLKATA - 50. WARD NO.- 02, BOROUGH NO.-1,P.S.- SINTHEE,
UNDER KOLKATA MUNICIPAL CORPORATION.**



1. Suresh Kumar Choudhary

2. Mohit Chandra

SIG. OF PURCHASERS

For KIRAN CONSTRUCTION

Kiran Aggarwal

Proprietor

SIG. OF VENDORS



NORTH

SCALE 1: 125

Shree Guru Developer

BS Aggarwal

Proprietor

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

GRN: 19-201819-028096838-1

Payment Mode

Online Payment

GRN Date: 31/08/2018 12:19:25

Bank : HDFC Bank

BRN : 595636974

BRN Date: 31/08/2018 12:20:47

DEPOSITOR'S DETAILS

Id No. : 15060001384153/5/2018

[Query No./Query Year]

Name : Mohit chandak

Contact No. :

Mobile No. : +91 9967181665

E-mail :

Address : 482w btroad kolkata700050

Applicant Name : Mr SANDEEP JOSHI

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Sale Document Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15060001384153/5/2018	Property Registration- Stamp duty	0030-02-103-003-02	339176
2	15060001384153/5/2018	Property Registration- Registration Fees	0030-03-104-001-16	56540

Total

395716

In Words : Rupees Three Lakh Ninety Five Thousand Seven Hundred Sixteen only



Kiran Agarwal



ভারত সরকার
Government of India



Kiran Agarwal

জন্মতারিখ / DOB: 03/03/1987

লিঙ্গ / Gender

3826 0080 0285



আমার আধার, আমার পরিচয়



ভারতীয় পরিচয়ন প্রাধিকারন
Unique Identification Authority of India

ঠিকানা: প্লট/১বি, জলদী চরণ রোড, সিন্ধী,
৫ই পৌর পালিকা, সিন্ধী,
বিশ্বব্রী, বিন্দী, কোলকাতা, পশ্চিম
বঙ্গ, ৭০০০৫০

Address: C/O., 8c/1b, Kali
Charan Ghosh Road, Sbi South
Sinthee Branch, Sinthee,
Sinthee, Sinthee, Kolkata, West
Bengal, 700050

3826 0080 0285



1947

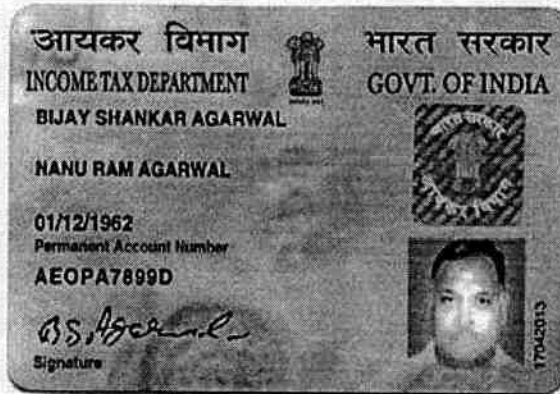


help@uidai.gov.in

www

www.uidai.gov.in

Kiran Agarwal.





ভারত সরকার
Government of India



Bijay Shankar Agarwal

জন্মতারিখ / DOB: 01/12/1952

লিঙ্গ / Male

9143 9349 4243



আমার আধার, আমার পরিচয়



ঠিকানা: চৌধুরী, কালী চরণ ঘোষ রাস্তা,
হাই সৌথ সিন্থী ব্রাঞ্চ, সিন্থী,
মিদনাই, কলকাতা, পশ্চিম
বঙ্গ, 700050

Unique Identification Authority of India

Address: C/O., 6c/1b, Kall
Charan Ghosh Road, Sbi South
Sinthee Branch, Sinthee,
Sinthee, Sinthee, Kolkata, West
Bengal, 700050

9143 9349 4243



1947



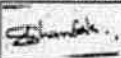



help@uidai.gov.in



www.uidai.gov.in

B. S. Agarwal

स्थायी सेवा संख्या /PERMANENT ACCOUNT NUMBER		
ABYPC6458K		
	नाम /NAME	
	SURESH KUMAR CHANDAK	
पिता का नाम /FATHER'S NAME		
JAINARAYAN CHANDAK		
जन्म तिथि /DATE OF BIRTH		
10-08-1965		
हस्ताक्षर /SIGNATURE		
		
आयकर अधिकारी (सिस्टम), शिलांग COMMISSIONER OF INCOME-TAX(SYSTEMS), SHILLONG		

Suresh Kumar Chandak.

इस कार्ड के खो / मिल जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / वापस कर दें
आयकर आयुक्त(सिस्टम),
कम्प्यूटर केंद्र, आयकर भवन,
पो.बो.सं. - 20,
शिलांग - 793 001.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Commissioner of Income-tax(Systems),
Computer Centre, Aayakar Bhawan,
Post Box No.-20,
Shillong - 793 001.



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি/Enrollment No.: 1040/19563/00312

To
সুরেশ কুমার চান্ডক
Suresh Kumar Chandak
48/2 W.B.T. ROAD
SINTHEE, Sinthee S.O.
Sinthee, Kolkata
West Bengal 700050

12429166



MN124291668DF



আপনার আধার সংখ্যা/ Your Aadhaar No.:

4667 3369 5324

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



সুরেশ কুমার চান্ডক
Suresh Kumar Chandak
পিতা : শ্রী জয়নারায়ন চান্ডক
Father : Sri Jay Narayan Chandak
জন্ম সাল / Year of Birth : 1965
পুরুষ / Male

4667 3369 5324



আধার - সাধারণ মানুষের অধিকার

Suresh Kumar Chandak

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা প্রাপ্ত করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

12429166



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
48/2ডব্লিউ.বি.টি.রোড, সিন্ধি,
সিন্ধি, কোলকাতা, পশ্চিমবঙ্গ,
700050

Address:
48/2 W. B. T. ROAD,
SINTHEE, Sinthee S.O.
Sinthee, Kolkata, West
Bengal, 700050



1947
1800 190 1947



help@uidai.gov.in



www.uidai.gov.in



P.O. Box No 1947,
Bengaluru-560 001



भारत सरकार
GOVERNMENT OF INDIA



मोहित चांदक
MOHIT CHANDAK
पिता : सुरेश कुमार चांदक
Father : Suresh Kumar Chandak
जन्म साल / Year of Birth : 1994
पुंलिंग / Male



5267 7592 9070

आधार - साधारण মানুষের অধিকার



भारतीय रिजिस्ट्रार परिचय प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
48/২ডব্লিউ. বি.টি রোড, সিন্থি,
সিন্থি, কলকাতা, পশ্চিমবঙ্গ,
700050

Address:
48/2 W. B. T. ROAD,
SINTHEE, Sinthi S.O.,
Sinthee, Kolkata, West
Bengal, 700050



1947
800 180 1947



help@uidai.gov.in



www.uidai.gov.in



P.O. Box No. 1947
Del. 940160 001

Mohit Chandak

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MOHIT CHANDAK

SURESH KUMAR CHANDAK

20/12/1994

Permanent Account Number

AYUPC9567E

Mohit Chandak
Signature



14065313

Mohit Chandak



Major Information of the Deed

Deed No :	I-1506-07938/2018	Date of Registration	31/08/2018
Query No / Year	1506-0001384153/2018	Office where deed is registered	
Query Date	29/08/2018 9:57:47 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	SANDEEP JOSHI HIGH COURT, CALCUTTA,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830606599, Status :Advocate		
Transaction		Additional Transaction	
[0101] Sale, Sale Document		[4308] Other than Immovable Property, Agreement [No of Agreement : 2]	
Set Forth value		Market Value	
Rs. 45,09,100/-		Rs. 56,52,600/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 3,39,276/- (Article:23)		Rs. 56,540/- (Article:A(1), E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Apartment Details :

District: North 24-Parganas, P.S:- Sinthi, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ganapati Sur Sarani, Premises No: 167/30, Ward No: 002, Pin Code : 700050



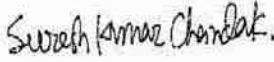



Sc h No.	Plot No Details	Khatian Details	Floor Area (In Sq.Ft.)	Set Forth Value (In Rs.)	Market value (In Rs.)	Other Details
A1			Super Built-up Area: 1346	41,09,100/-	52,49,400/-	Flat No: 3A, Floor No: 3, Apartment Type: Flat/Apartment Residential Use , Floor Type: Marble, Age of Flat: 0 Year ,Property is on Road, Other Amenities: Lift Facility Status of Completion : Completed, New Flat ,
A2			Area of Covered Garage: 140	4,00,000/-	4,03,200/-	Gr. Floor, Apartment Type: Covered Garage Residential Use , Floor Type: Cemented, Age of Flat: 0 Year ,Property is on Road, Other Amenities: Lift Facility Status of Completion : Completed, New Flat ,

Seller Details :



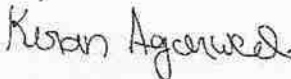
Sl No	Name, Address, Photo, Finger print and Signature
1	KIRAN CONSTRUCTION 6/1, Kali Charan Ghosh Road, P.O:- SINTHI, P.S:- Sinthi, District:-North 24-Parganas, West Bengal, India, PIN - 700050 , PAN No.:: AGWPA7270P, Status :Organization, Executed by: Representative, Executed by: Representative
2	SHREE GURU DEVELOPERS 6C/1B, Kalicharan Ghosh Road, P.O:- SINTHI, P.S:- Sinthi, District:-North 24-Parganas, West Bengal, India, PIN - 700050 , PAN No.:: AEOPA7899D, Status :Organization as Confirming Party, Executed by: Representative, Executed by: Representative

Major Information of the Deed :- I-1506-07938/2018-31/08/2018



Buyer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr SURESH KUMAR CHANDAK (Presentant) Son of Late Jainarayan Chandak Executed by: Self, Date of Execution: 31/08/2018 , Admitted by: Self, Date of Admission: 31/08/2018 ,Place : Office	Photo  <small>31/08/2018</small>	Finger Print  <small>LTI 31/08/2018</small>	Signature  <small>31/08/2018</small>
Son of Late Jainarayan Chandak Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ABYPC6458K, Status :Individual, Executed by: Self, Date of Execution: 31/08/2018 , Admitted by: Self, Date of Admission: 31/08/2018 ,Place : Office				
2	Name Mr MOHIT CHANDAK Son of Mr Suresh Kumar Chandak Executed by: Self, Date of Execution: 31/08/2018 , Admitted by: Self, Date of Admission: 31/08/2018 ,Place : Office	Photo  <small>31/08/2018</small>	Finger Print  <small>LTI 31/08/2018</small>	Signature  <small>31/08/2018</small>
Son of Mr Suresh Kumar Chandak Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: AYUPC9567E, Status :Individual, Executed by: Self, Date of Execution: 31/08/2018 , Admitted by: Self, Date of Admission: 31/08/2018 ,Place : Office				

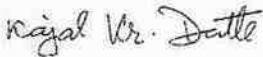
Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Miss KIRAN AGARWAL Daugther of Mr Bijay Sankar Agarwal Date of Execution - 31/08/2018, , Admitted by: Self, Date of Admission: 31/08/2018, Place of Admission of Execution: Office	Photo  <small>Aug 31 2018 3:43PM</small>	Finger Print  <small>LTI 31/08/2018</small>	Signature  <small>31/08/2018</small>
5/2, Kali Charan Ghosh Road, P.O:- SINTHI, P.S:- Sinthi, District:-North 24-Parganas, West Bengal, India, PIN - 700050, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGWPA7207P Status : Representative, Representative of : KIRAN CONSTRUCTION (as PROPRIETOR)				

Major Information of the Deed :- I-1506-07938/2018-31/08/2018

2	Name	Photo	Finger Print	Signature
	Mr BIJAY SHANKAR AGARWAL Son of Late NANU RAM AGARWAL Date of Execution - 31/08/2018, , Admitted by: Self, Date of Admission: 31/08/2018, Place of Admission of Execution: Office	 Aug 31 2018 3:44PM	 LTI 31/08/2018	31/08/2018
5/2, Kali Charan Ghosh Road, P.O:- SINTHI, P.S:- Sinthi, District:-North 24-Parganas, West Bengal, India, PIN - 700050, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AEOPA7899D Status : Representative, Representative of : SHREE GURU DEVELOPERS				

Identifier Details :

Name & address	
Mr KAJAL KR DUTTA Son of Mr SUNIL KR DUTTA HIGH COURT, CALCUTTA, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Miss KIRAN AGARWAL, Mr BIJAY SHANKAR AGARWAL, Mr SURESH KUMAR CHANDAK, Mr MOHIT CHANDAK	
	31/08/2018

Transfer of property for A1		
Sl.No	From	To. with area (Name-Area)
1	KIRAN CONSTRUCTION	Mr SURESH KUMAR CHANDAK-673.000000 Sq Ft, Mr MOHIT CHANDAK-673.000000 Sq Ft
Transfer of property for A2		
Sl.No	From	To. with area (Name-Area)
1	KIRAN CONSTRUCTION	Mr SURESH KUMAR CHANDAK-70.000000 Sq Ft, Mr MOHIT CHANDAK-70.000000 Sq Ft

Endorsement For Deed Number : I - 150607938 / 2018

Major Information of the Deed :- I-1506-07938/2018-31/08/2018

On 30-08-2018

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 56,52,600/-



Suman Basu
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM
North 24-Parganas, West Bengal

On 31-08-2018

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23 of Indian Stamp Act 1899.

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 14:45 hrs on 31-08-2018, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mr SURESH KUMAR CHANDAK , one of the Claimants.

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)

Execution is admitted on 31/08/2018 by 1. Mr SURESH KUMAR CHANDAK, Son of Late Jainarayan Chandak, 48/2/W, B.T. Road, P.O: SINTHI, Thana: Sinthi, , North 24-Parganas, WEST BENGAL, India, PIN - 700050, by caste Hindu, by Profession Business, 2. Mr MOHIT CHANDAK , Son of Mr Suresh Kumar Chandak, 48/2/W, B.T. Road, P.O: SINTHI, Thana: Sinthi, , North 24-Parganas, WEST BENGAL, India, PIN - 700050, by caste Hindu, by Profession Service

Indetified by Mr KAJAL KR DUTTA, , , Son of Mr SUNIL KR DUTTA, HIGH COURT, CALCUTTA, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 31-08-2018 by Miss KIRAN AGARWAL, PROPRIETOR, KIRAN CONSTRUCTION (Sole Proprietorship), 6/1, Kali Charan Ghosh Road, P.O:- SINTHI, P.S:- Sinthi, District:-North 24-Parganas, West Bengal, India, PIN - 700050

Indetified by Mr KAJAL KR DUTTA, , , Son of Mr SUNIL KR DUTTA, HIGH COURT, CALCUTTA, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 31-08-2018 by Mr BIJAY SHANKAR AGARWAL, PROPRIETOR, SHREE GURU DEVELOPERS (Sole Proprietorship), 6C/1B, Kalicharan Ghosh Road, P.O:- SINTHI, P.S:- Sinthi, District:-North 24-Parganas, West Bengal, India, PIN - 700050

Indetified by Mr KAJAL KR DUTTA, , , Son of Mr SUNIL KR DUTTA, HIGH COURT, CALCUTTA, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Major Information of the Deed :- I-1506-07938/2018-31/08/2018

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 56,540/- (A(1) = Rs 56,526/- ,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 56,540/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 31/08/2018 12:20PM with Govt. Ref. No: 192018190280968381 on 31-08-2018, Amount Rs: 56,540/-,
Bank: HDFC Bank (HDFC0000014), Ref. No. 595636974 on 31-08-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 3,39,176/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 3,39,176/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 9459, Amount: Rs.100/-, Date of Purchase: 30/08/2018, Vendor name: S Chatterjee
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 31/08/2018 12:20PM with Govt. Ref. No: 192018190280968381 on 31-08-2018, Amount Rs: 3,39,176/-,
Bank: HDFC Bank (HDFC0000014), Ref. No. 595636974 on 31-08-2018, Head of Account 0030-02-103-003-02



Suman Basu

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM**

North 24-Parganas, West Bengal

Major Information of the Deed :- I-1506-07938/2018-31/08/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2018, Page from 357283 to 357342
being No 150607938 for the year 2018.



Digitally signed by SUMAN BASU
Date: 2018.09.05 11:39:02 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 05/09/2018 11:38:24
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

*checked by
u/12/18*

Certified to be a True Copy

Suman
Addl. District Sub-Registrar
Cossipore, Dum Dum, 24 Pgs 60

(This document is digitally signed.)

u/12/18