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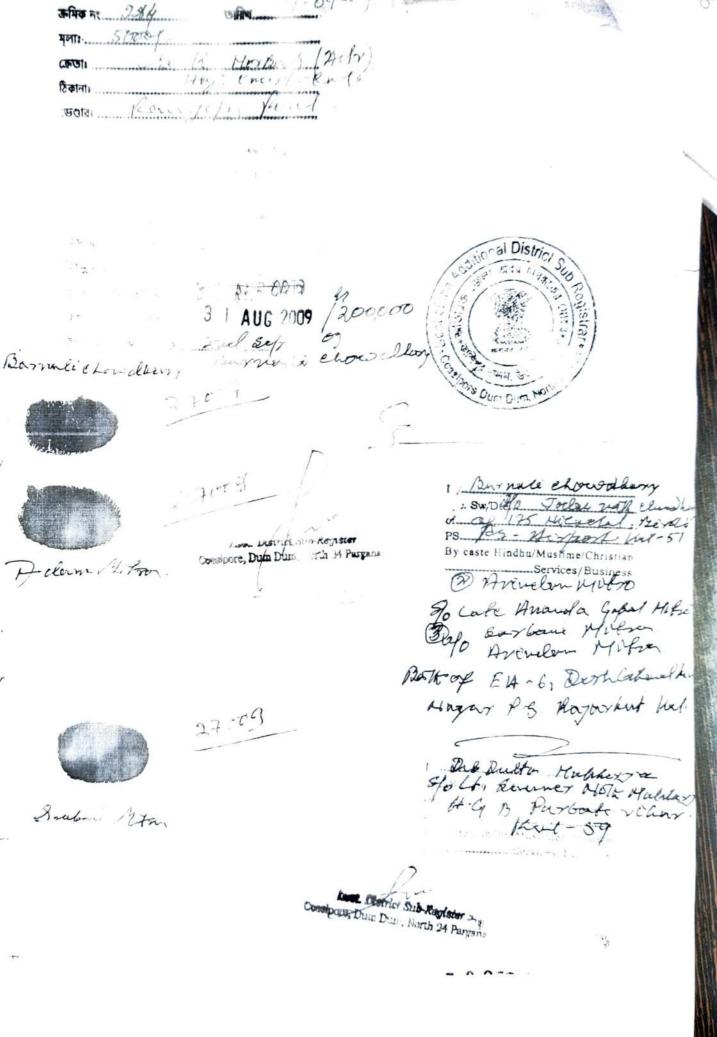
A.D.S.R. Cossipore Dum Dum (N) 24 Parantas Jorda U

DEED OF CONVEYANCE

THIS INDENTURE made on this 2nd day of September 2009 (TWO TIME INDENTURE) of the Christian Era

BETWEEN

A - 11759/-E - 71-11766/-



(1) SMT. SRABANI MITRA wife Sri Arindam Mitra, by faith Hindu, by Occupation Housewife and (2) SRI ARINDAM MITRA son of Late Ananda Gopal Mitra, by frath Hindu, by Occupation Business, both are residing at EA-6, Deshbandhu Nagar, P.S. Rajarhat, Kolkata - 700 059, District 24 Parganas (North), hereinafter jointly called and referred to as the "OWNERS/ VENDORS" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs executors, administrator, legal representatives and assigns) of the ONE PART.

AND

SMT. BARNALI CHOWDHURY daughter of Jadu Nath Chowdhury, by faith Hindu, by Occupation Business, residing at 175, Nilachal, Birati, Kolkata - 700 051, P.S. Airport, District 24 Parganas (North), hereinafter called and referred to as the "PURCHASER" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators legal representatives, and assigns) of the OTHER PART.

WHEREAS one Smt. Charubala Dutta and Ava Aich Roy were the Owners of land measuring an area 4 Cottahs 1 Chittacks 14 Sq. ft. be the same a little more or less lying and situated at Mouza Satgachi, P.S. Dum Dum, comprised in Dag No. 2312, appertaining to Khatian No. 625, being Premises No. 20/2, Jogipara Road, in the District 24 Parganas (North).

AND WHEREAS by a registered Deed of Gift dated 25.01.2001 made BETWEEN Smt. Charubala Dutta and Ava Aich Roy therein described as the Donors of the One part and Sri Sadhan Kumar Dutta and Sri Sukumar Dutta, therein described as the Donees of the Other part, and the said Deed was registered in the orfice of A.D.S.R Cossipore Dum Dum and duly recorded in Book No. 1, Volume No. 30, Pages 1 to 12, Being No. 1221 for the year 2001 and the said Donors out of natural love and affection, granted, gifted, transferred unto the Donees ALL THAT piece and parcel of land measuring an area 4 Cottahs 1 Chittacks 14 Sq. ft. be the same a little more or less lying and situated at Mouza Satgachi P.S. Dum Dum, comprised in Dag No. 2312, appertaining to Khatian No. 625, being Premises No. 20/2, Jogipara Road, in the District 24 Parganas (North) morefully and particularly described in the Schedule the reunder written

AND WHEREAS after the aforesaid Deed of Gift the said Sri Sadhan Kumar Dutta and Sri Sukumar Dutta absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring an area 4 Cottahs 1 Chittacks 14 Sq. ft. be the same a little more or less lying and situated at Mouza Satgachi, P.S. Dum Dum, comprised in Dag. No. 2312, appertaining to Khatian No. 625, being Premises No. 20/2, Jogipara Road, in the District 24 Parganas (North) and also duly mutated their names in the records of the South Dum Dum Municipality

AND WHEREAS said Sri Sadhan Kumar Dutta and Sri Sukumar Dutta entered into a Development agreement with the Developer 'M/S. TRIMURTI BUILDERS for construction of the building consisting of several flats and spaces on the said plot of land and it was agreed that the developer shall construct the building, on the terms, condition and consideration mentioned therein.

AND WHEREAS the Developer in pursuance of the said Development Agreement constructed the building on the said property according to the plan sanctioned by the South Dum Dum Municipality vide plan No. 755 dated 10.04.2002

AND WHEREAS by a registered Deed of Conveyance dated 11.03.2005 made amongst Sr Sadhan Kumar Dutta and Sri Sukumar Dutta both sons of Late Jnanda Charan Dutta, at 20/2, Jagipara Road, Dum Dum, Kolkata - 700 028, therein described as the Vendors of the First part and 'M/S. TRIMURTI BUILDERS a partnership firm having its office at EA-5, Deshbandhu Nagar, Kolkata - 00 059, being its partners SRI SUBRATA ROY and SRI MRINAL KANTI SARKAR therein described as the Developer of the Second part and Smt. Srabani Mitra and Sri Arindam Mitra therein described as the Purchasers of the Third part, and the said Deed was registered in the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No. 1, Volume No. 95, Pages 391 to 404, Being No. 3326 for the year 2006, and the said Vendors and Developer for the valuable consideration therein mentioned, granted, sold, transferred and conveyed unto the purchaser ALL THAT Flat being Flat No. A, on the Third Floor, measuring a super built up area 900 Sq. ft. more or less together with common parts and portions together with proportionate share or interest in the land of the said building known as 'CHARU VILA' at Premises No. 20/2, Jogiptara Road, Satgachi, Holding No. 77, Ward No. 18 in the District 24 AND WHEREAS after purchasing the aforesaid property the said Smt. Srabani Mitra and Sri Arindam Mitra became the sole and absolute Owners of ALL THAT Flat being Flat No. A, on the Third Floor, measuring a super built up area 900 Sq ft. more or less together with common parts and portions together with proportionate share or interest in the land of the said building known as 'CHARU VILA' at Premises No. 20/2, Jogipara Road, Satgachi, Holding No. 77, Ward No. 18, in the District 24 Parganas (North).

AND WHEREAS the said Smt. Srabani Mitra and Sri Arindam Mitra the Vendors herein are well seized and possessed of or otherwise well and sufficiently entitled to ALL THAT Flat being Flat No. A, on the Third Floor, measuring a super built up area 900 Sq. ft. more or less at Premises No. 20/2, Jogipara Road, Satgachi, morefully and particularly described in the Schedule 'B' hereunder written and hereinafter called the said property.

AND WHEREAS the Purchaser has verified all the requisite documents of the schedule 'B' mentioned property and satisfied herself for the same intends to purchase and the Vendors also agreed to sell ALL THAT Flat being Flat No. A, on the Third Floor, measuring a super built up area 900 Sq. ft. more or less at Premises No. 20/2, Jogipara Road, Satgachi, Holding No. 77, Ward No. 18, in the District 24 Parganas (North), morefully described in the schedule 'B' hereunder written and together with proportionate share or interest in the land described in the Schedule 'A' hereunder written.

AND WHEREAS by an unregistered agreement for sale dated 13.06.2008 the Vendors have agreed to sell and the Purchaser has agreed to purchase ALL THAT Flat being Flat No. A, on the Third Floor, measuring a super built up area 900 Sq. ft more or less of the said building known as 'CHARU VILA' at Premises No. 20/2, Jogipara Road, Satgachi, Holding No. 77, Ward No. 18, in the District 24 Parganas (North), morefully described in the Schedule 'B' hereunder written and together with proportionate share or interest in the land described in the Schedule 'A' hereunder written at or for the total consideration of Rs.10,69,200/- (Rupees Ten Lakh Sixty Nine Thousand Two Hundred) only free from all encumbrances.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs.10,69,200/- (Rupees Ten Lakh Sixty Nine Thousand Two Hundred) only of lawful money paid by the Purchaser to the Vendors on or before the execution of these presents (the receipt whereof

the Vendors do hereby admit and a knowledge and from the payment of the same and every part thereof forever quit release and discharge the Purchaser) the Vendors doth hereby convey and transfer unto the Purchaser free from all encumbrances free from lien charge and lispendences ALL THAT the said Flat being Flat No. A, on the Third Floor, measuring a super built up area 900 Sq. ft. more or less of the said building known as 'CHARU VILA' at Premises No. 20/2, Jogipara Road, Satgachi, Holding No. 77, Ward No. 18, in the District 24 Parganas (North), morefully described in the Schedule 'B' hereunder written together with the undivided proportionate share of the land in the building and terrace, stairs lobbies and the common areas and facilities according to the Purchaser's share with right to use common passage as well as right of use overhead and underground tank and right liberties benefit and privileges easement and whatsoever in the said Flat TO HAVE AND TO HOLD own and same UNTO and to the use of the Purchaser possesses NOTWITHSTANDING any act, deed or thing hereto before done executed or knowingly suffered to the contrary the Vendors is now lawfully seized and possessed of the said incomplete residential Apartment free from al encumbrances attachment or defect in the title whatsoever and the Vendors have full power and absolute authority to sell the property in the manner aforesaid and the Purchaser shall all times hereafter peaceably and quietly possess' and enjoy the said property Flat and profit thereof and shah also be entitled to sell mortgage, lease or OTHERWISE alienate transfer the said apartment hereby conveyed subject to the terms and conditions incorporated in these presence AND FURTHER that the Vendors their legal representatives or assigns from and against all encumbrances, charges liens trust whatsoever that the Vendors and their successors in the office claiming through or under it or in trust for it shall at all times hereafter at the request and the cost of the Purchaser or her heirs or legal representatives claiming through or under them or in trust do and executor cause to be done or executed all such further act deeds or thing whatsoever as may be reasonably be required for further and more perfectly assuring the said apartment UNTO and to the Purchaser.

AND THAT IT IS FURTHER AGREED by and between the Vendors and Purchaser as follows:-

1. The Purchaser shall be liable to pay municipal taxes and other outgoings now payable or to be payable hereafter in respect of the said property being Flat, proportionately as mentioned in schedule 'E' hereunder written.

- The Purchaser shall regularly pay the charges, levies, costs, expenses for common areas including maintenance and service charges of the said project to the proportion of his right to the property.
- The Purchaser shad maintain and repair the internal portion of the Purchaser Flat in all respect solely at her own costs.
- 4. The Purchaser agree to contribute any pay from time to time and at all times its proportionate share towards the cost, expenses and outgoings in respect of the matters specified in schedule 'C hereto and also pay other taxes outgoings to be lawfully equitably hereafter with co-Owners of the building.
- The appointment of all such cost, taxes and outgoing shall be of the basis of proportionate area of the said purchased property of each of the Purchaser.
- 6. The Purchaser shad use the said property being Flat only for residential purpose and shall not use the same in such manner as may or likely cause nuisance to the occupiers of other flat Owners of the building nor shall use the same for illegal or immoral and or any purpose against public policy.
- 7. After the execution and registration of this presence if any addition / alteration in or about or relating to the said building are hereafter required to be carried by the Government Municipality or any statutory authority the same shall be carried out by the Purchaser in cooperation with the other Owners of the flats in the building at her own cost proportionate to her share.
- The Purchaser shall not at any time demolish or cause to be demolished or damaged the said property being the Flat or any part thereof.
- 9. The Purchaser shall not at any time make or cause to be made addition or alteration of whatsoever manner to the said property sold or any part thereof which might prejudicially affect the safety, security and by of the premises or cause any nuisance to any other Owners of the said building.

- The Purchaser shall not make any alteration in the elevation and outside colour scheme of the building
- 11. The Purchaser undertakes that the Purchaser shall not fix and grill in the balcony / verandah in any from or manner or any portion of the outer side of the building which damage the outer elevation or design of the grill.
- 12. The Purchaser shall not throw or accumulate or cause to be thrown or accumulated any garbage dirt or permit the same to be throw or allowed to be throw or accumulated on the premises or any portion of lobby of premises.
- 13. The Purchaser interest in the undivided portion of land as morefully described in the schedule 'A' shall remain joint with the other co-Owners of the building who have hereto before acquired or who may hereafter acquired right title and interest in the said building.
- 14. The Purchaser shall not use coal, coke, charcoal fire wood or smiley informingly material other than gas, kerocene oil, electricity or similarly fuel for cooking or for other purpose but in case of scarcity or non availability of the same of the aforesaid restriction will not be applicable in such case.
- 15. The Purchaser shall not be entitled to transfer and/or part with the possession of the said flat except for residential purpose and also subject to the terms and conditions herein contained.
- 16. The Purchaser undertake that if the Purchaser transfer her property being Flat the Purchaser shall incorporate all the terms and conditions of the same deed in the said deed of transfer.
- 17. The Purchaser undertakes that if any grill and any door or window and/or shutter are damaged that must be replaced by the Purchaser without affecting the existing design of the same and so without affecting the outside elevation of the building in any manner whatsoever.

- 18. The Purchaser agreed to form an association with the Owners of other flat and/or commercial establishments in the said building for the maintenance and repairing of the external portion of the building premises including rain water and soil pipes, water pipes electrical wirings and lighting the common passage and the stair and staircase used in common with other apartments/ flats/ shops or commercial establishment Owners and also agreed to bear the proportionate cost and expenses of the same to be decided by the association under the provision of west Bengal apartment Ownership Act.
 - 19. The Purchaser shall abide by all the laws, bye laws rules and regulations of the competent authority and also those which may be formed the association of the apartment Owners of the said building.

THE SCHEDULE 'A' ABOVE REFERRED TO:

(Description of the total property)

ALL THAT piece and parcel of land measuring an area 4 (Four) Cottahs 1 (One) Chittack and 14 (FdOTteen) Sq. ft. be the same a little more or less together with multi storied building sanding thereon lying and situated at Mouza Satgachi, Police Station Dum Dum, J.L No 20, R.S. No. 154, Touzi No. 182, comprised in Dag No 2312, appertaining to Khatian No. 625, within the limits of South Dum Dum Municipality being Municipal Holding No. 77 (old-51), being Premises No. 20/2, Jogipara Road, Satgachi. Ward No. 18, under Additional District Sub Registration office Cossipore Dum Dum, in the District 24 Parganas (North), which is butted and bounded as follows:-

ON THE NORTH BY:

Land and building of Biswanath Dutta.

ON THE SOUTH BY:

6' ft wide Common passage and

Rabindra Nath Dey.

ON THE EAST BY :

Land of Haradhan Dhar and Rabindra Nath Dey.

ON THE WEST BY :

Jugipara Road.

THE SCHEDULE 'B' ABOVE REFERRED TO

(The Flat hereby conveyed)

ALL THAT a self contained independent finished Flat being Flat No. A, on the Third Floor, measuring a super built up area 900 (Nine Hundred) Sq. ft. more or less consisting of Three Bed Rooms, One Living cum Dining space, One Kitchen, One Bath & Privy, One W.C. and One Verandah of the said building known as "CHARU VILA APARTMENT" at Premises No. 20/2, Jogipara Road, Satgachi, Ward No. 18, together with common parts and common portions and together with undivided impartible proportionate share or interest in the land described in the Schedule 'A' herein above and delineated in the map of plan of the said Flat is enclosed herewith marked by the RED colour shall always be treated as the part of this Deed.

THE SCHEDULE 'C' ABOVE REFERRED TO:

(Common Areas)

- Staircase on all floors. 1.
- Staircase on landings on all floors. 2.
- Common passage, lobby, roof. 3.
- Water pump, Water tank the water pipes and other common plumbing 4. instillations.
- Electrical wiring 5.
- Drainage and Sewers. 6.
- Such other common parts, areas, equipments, installations, fixtures fittings 7.
- and spaces on or about the said building as are necessary for the use and occupancy of the flat / unit in common and as specified by the Vendors. expressly to be the common parts after construction of building but excluding the roof and/or terrace and the open and covered car parking space and areas.

THE SCHEDULE 'D' ABOVE REFERRED TO: RIGHT OF THE VENDORS

The right in common with other purchaser for the use of the common parts 1. for ingress in and egress out from the units/ flats and/or building premises as well as right for the use of the common road for the purpose of access to the other adjoining plots of land in which the Owners or their nominee or nominees may have any right or interest present or future.

- 2. The right in common with the other purchaser to get electricity, was connection fro and to any other unit / flat or common parts through pipe, drains, wires, conduits lying or being in under through or over the said unit/ flat as far as may be reasonably necessary for the beneficial use and occupation of the respective unit / flat and/ or common parts and common areas.
- The right of protection for other parts of the building by all parts of the said unit/ flat as far as necessary to protect the same.
- 4. The right of support from the said unit/ flat that may be enjoyed by the other pars of the building.
- 5. The right with or without workman and necessary materials to enter from time the unit/ flat for the purpose of repairing such pipes, drains, wires and conduits as aforesaid provided always that say in cases or emergency by purchaser shall be given a prior forty eight hours notice in writing of the intention for such entry as aforesaid.

THE SCHEDULE 'E' ABOVE REFERRED TO : COMMON EXPENSES

- All costs of maintenance, operating, replacing white washing, painting, rebuilding, reconstructing, decorating redecorating and lighting the common parts and also the other walls of the building and parking spaces.
- The salaries of all the persons employed for the said purpose.
- Insurance premium for insuring the building against earth quake, fire, lighting, mob-violence, damage civil commotion etc.
- All charges and deposits for suppliers of common facilities and utilities.
- Municipal taxes, multistoried budding Tax and other outgoings expenses save those separately assessed on the respective fiat / Unit.
- Cost and charges of establishment of maintenance of te building and for watch and ward staff.

- All unforeseen litigation expenses for protecting the title of land and 7. building.
- The office expenses incurred for maintenance the office for common 8. purpose.
- All other expenses outgoings as are deemed by the Agent and/or the 9. Vendors to be necessary or incidental for protecting the interest and the right of the purchaser.
- All expenses referred to above shall be proportionately borne by the copurchaser in and from the date of taking charges and occupations of their 10. respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/ flats.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

By the parties In the presence of:

WITNESSES :-

1. Jour offert

BE-123, Kabrindra pally

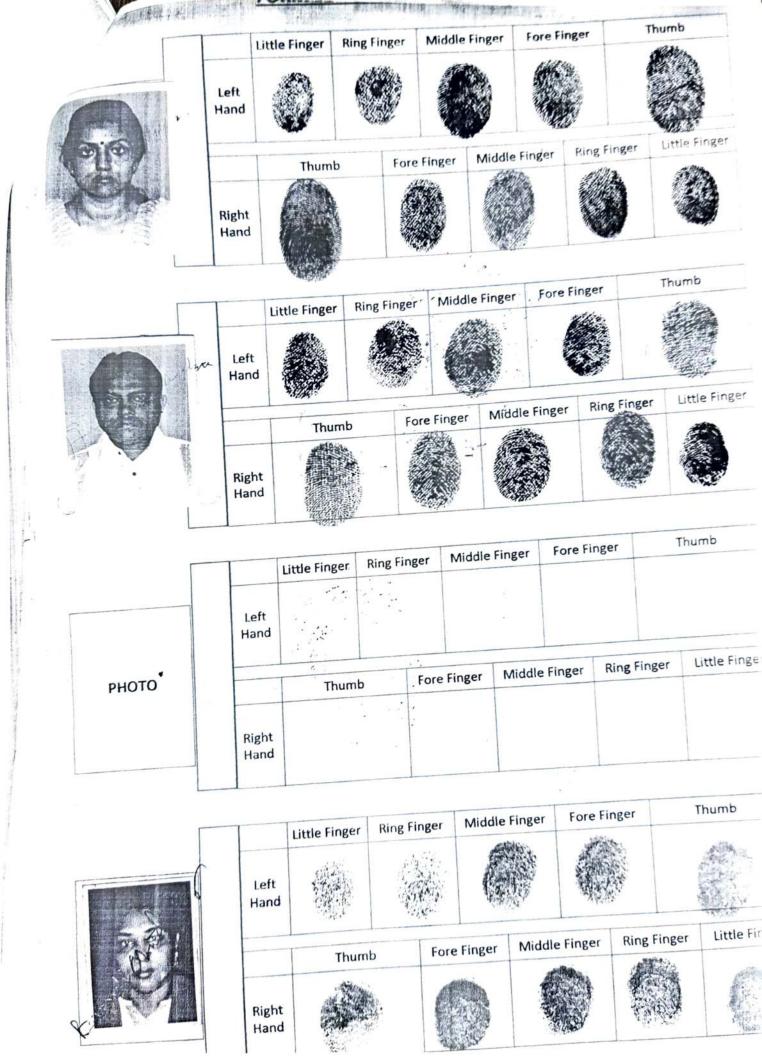
Knishuspur, Kal-101

SIGNATURE OF THE VENDORS

2. Raji Saskar Jagatpur, J Nabamiketon Blowding Bonnali Omide P.S. Rejarhort, Koul - 54 SIGNATURE OF THE PURCHASER

IN SHOWING THE SHO CLOOK FLAT (FLAT ON RS DOG NO 2312, AT MOUZA-SI Z.C. NO. - 20, B3 KHATIAN NO. - 625, Mon = 3583, R.S. No. - 159, HILDING IJGI FARA, BODD, WARD HO- 18, WITH THE LIMIT OF SOUTH DUM DOWN MON DIST- 24 PGS(M) : P. 3 - BUM BUFT SURR COULT-UP MEET OF THE 900 SFT CED 6004 KITCHEN BED LEW BED BOOK





RECEIVED of and from the within named Purchaser within mentioned sum of Rs.10,69,200/- (Rupees Ten Lakh Sixty Nine Thousand Two Hundred) only as per memo given below :-

MEMO

 Paid by way of Cheque No. 292862 dt. 01.09.2009 drawn on HDFC Bank Ltd, Dhatfiwal House, Raghunathpur, Kol-59.

Rs.8,65,000/-

ii) By Cash

Rs.2,04,200/-

Rs.10,69.200/-Total

(Rupees Ten Lakh Sixty Nine Thousand Two Hundred) only

WITNESSES:

1. Jour ofhark

BE-123, Rabinerapally Krishnapus, Kal-101

SIGNATURE OF THE VENDORS

2. Rapi Sarran Jagalym, Nabonikelan P.S-Rayonhat, Worl- 59

Drafted by

Semmethan Munton Advocate 1910

High Court Calcutta

Por Dum Dum, North 24 Payers

Volume No 190
Pages No. 13 20
Raing No. 7623

- 2 SEP 2009

Cossipore, Dum Dum, North 24 Parganas