

THE CALCUTTA MUNICIPAL CORPORATION

From:-

THE EXECUTIVE ENGINEER (CB)
BOROUGH NO. X, BUILDING DEPARTMENT
THE KOLKATA MUNICIPAL CORPORATION
JADAVPUR CLT MARKET COMPLEX 1ST FLOOR
KOLKATA-700 032

Date: 14.09.07.

Ref. No. 112/B-X/07-08.
Building Department

To

SRI, SUNIL KUMAR CHATTERJEE & SAMIR KUMAR CHATTERJEE.
114, RAJA S.C. MULLICK ROAD.
Kolkata- 700 047.

SUB : Grant of full completion certificate U/S 403 of C.M.C Act' 80 and
sub-rule -(2) of rule 26 of C.M.C building rules' 90.

Bldg. Particulars : Partly G+III & Partly III Storied Residential Bldg .11.50 mtr.

PREMISES NO : 114P, RAJA S.C. MULLICK ROAD,

WARD NO. : 100

Ref. : Your Notice of completion dtd -01/09/2007

Respected Sir,

With reference to your notice of completion as referred to the Residential Partly G+III & Partly III storied residential building HT.11.50 mtr. (Land Area : 436.503 sqm.) in above premises in respect of which the following documents have been furnished along with completion plan.


1. Xerox copy of sanction plan vide B.S. Plan No- 104 (B-X) dt. 02/05/2005. & also regularised u/s 400(i) as per order of S.O. (B) dt. 23/05/2007 vide D/Case No. 147/B-X/06-07. Internal Drainage Sanction Plan E.E./ X / 143 dt. 11/09/2006.

2. Structural stability certificate of the building from structural Engineer Sri, K.K. Roy. E.S.E. No. II/196 of K.M.C. and Completion certificate of Sri, Saurav Ganguly. L.B.S.No. I/1052 of K.M.C. Structural stability certificate of over head and semi-underground water reservoir from the same Structural Engineer. The building was inspected by the department, and found that the building is completed, more or less, from the Civil Engrg. point of view in conformity with the completion plan submitted by you

Accordingly this full completion certificate is hereby granted on the basis of above documents and structural certificate given by your structural Engineer Sri, K.K. Roy. E.S.E. No. II/196 of K.M.C. who also certified that the building is structurally safe and complete from the civil engineering point of view and fit for Residential use for which it has been erected subject to effecting house drainage connection and water supply connection with Municipal Drains and Water mains respectively after obtaining permission from the appropriate authority of K.M.C.

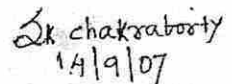
Please note that the full completion certificate may be revoked if any un-authorised construction will be found to be undertaken after issuance of the same.

Yours Faithfully,


Assistant Engineer (Building)
Br.No. X

The Kolkata Municipal Corporation

Copy to:- 1. Sri, Saurav Ganguly. L.B.S.No. I/1052 of K. M. C.
The Kolkata Municipal Corporation
D.M.C. (R-OL) approved completion plan will be sent in due course.
Building Department
S. D.C. (Building) K.M.C.
Borough - X


Executive Engineer (Building)
Br.No.-X

The Kolkata Municipal Corporation

Executive Engineer
The Kolkata Municipal Corporation
Building Department
Borough - X

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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल WEST BENGAL

Slr 453750/-

003553

1232

12/07

280924

Handwritten signature and date 28/9/07



Gavin or

280924

25.9.07

22375/-

ADDITIONAL REGISTRAR OF
KOLKATA

Handwritten signature

THIS DEED OF CONVEYANCE is made on the this the 26th day of September ,

Two Thousand Seven (2007) A.D.

BETWEEN

(1) SRI SUNIL KUMAR CHATTERJEE, son of Late Krishna Charan Chatterjee,

by faith- Hindu, by occupation service, residing at 114W/3, Raja Subodh

Chandra Mullick Road, previously P.S.- Tollygunge, now P.S.- Jadavpur,

Kolkata- 700047, (2) SRI SAMIR KUMAR CHATTERJEE, son of Late Krishna

Charan Chatterjee, by faith- Hindu, by occupation- business, residing at 114/W, Raja Subodh Chandra Mullick Road, previously P.S.- Tollygunge, now P.S.- Jadavpur, Kolkata- 700047, hereinafter jointly called and referred to as the **VENDORS/OWNERS/FIRST PARTY** (which expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART.**

The **VENDORS/OWNERS** herein have been represented by their constituted Attorneys (1) **SRI DIPU BANERJEE**, son of Sri Ram Chandra Banerjee, by faith- Hindu, by occupation- Business, residing at 114V, Raja Subodh Chandra Mullick Road, P.S.- Jadavpur, Kolkata- 700047, and (2) **SRI SUDIP GHOSH**, son of Sri Pradip Kumar Ghosh, by faith- Hindu, by occupation- Business, residing at 20, Garia Place, Police Station- Sonarpur, Kolkata- 700084, by a registered General Power of Attorney which was registered in the office of the Additional District Sub-Registry Office Alipore and it was recorded in Book No.IV, Volume No.8, Page Nos.161 to 170, Being No. 00225 for the year 2005 (herein after referred to as said 'power of attorney')

AND

(1) **SRI SUDIP GHOSH** son of Sri Pradip Kumar Ghosh & (2) **SMT SARBANI GHOSH**, wife of Sri Sudip Ghosh, both are residing at 20, Garia Place, P.S. Sonarpur, Kolkata-700084 hereinafter called and referred to as the **"PURCHASERS/SECOND PARTIES"** (which terms or expression shall unless excluded by or repugnant to the context thereof be deemed to mean and include

their heirs, executors, administrators, legal representatives and/or assigns) of the
SECOND PART.

AND

M/S. SREERAM UDYOG, a registered Partnership Firm, represented by its Partners (1) **SRI DIPU BANERJEE**, son of Sri Ram Chandra Banerjee, by faith- Hindu, by occupation- Business, residing at 114V, Raja Subodh Chandra Mullick Road, P.S.- Jadavpur, Kolkata- 700047, and (2) **SRI SUDIP GHOSH**, son of Sri Pradip Kumar Ghosh, by faith- Hindu, by occupation- Business, residing at 20, Garia Place, Police Station- Sonarpur, Kolkata- 700084 and having its Office at 114/H, Raja Subodh Chandra Mullick Road, Garia, Kolkata- 700047, hereinafter jointly called and referred to as the "**BUILDER/CONFIRMING PARTY/ THIRD PARTY**" (which expression shall unless excluded by or repugnant to the context hereto be deemed to include their executors, successors in office, administrators, legal representatives and/or assigns and/or nominee or nominees) of the **THIRD PART.**

WHEREAS originally the landed property described in Schedule "A" below belonged to one Baroda Prasad Chattopadhyay and one Sambhu Nath Bandopadhyay and whereas in the year 1945, said Baroda Prasad Chattopadhyay by virtue of a registered gift deed, registered in the office of the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 62, Pages No. 275 to 278, Being No. 3508 for the year 1945, had gifted out his right over the said landed property in favour of one Krishna Charan Chattopadhyay alias Chatterjee. On the other hand, said Sri Sambhu Nath Bandopadhyay had sold and transferred

his share over said landed property in favour of Smt. Sarbani Debi, wife of said Krishna Charan Chattopadhyay alias Chatterjee, through a registered sale deed, registered in the office of the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 27, Being No. 1567, Pages 262 to 265, for the year 1947.

AND WHEREAS by virtue of the aforesaid, said Krishna Charan Chattopadhyay alias Chatterjee and Smt. Sarbani Debi jointly used to seize and possess the above referred landed property, without any claim and demand from any other corner and thereafter in the year 1961 said Krishna Charan Chattopadhyay alias Chatterjee and Smt. Sarbani Debi jointly had transferred the above referred landed property in favour of their two sons namely Sri Sunil Kumar Chattopadhyay alias Chatterjee and Sri Samir Kumar Chattopadhyay, alias Chatterjee, the present owners and /or vendors herein by virtue of a registered gift deed which was duly registered in the office of the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 114, Being No. 7043, Pages 179 to 182, for the year 1961 (hereinafter referred to as said gift deed).

AND WHEREAS upon accepting the aforesaid gift and in terms of said gift deed, the present vendors became the absolute joint owners of above referred landed property, measuring about 06 Cottahs 09 Chittacks Bastu land along with structure situated at that point of time, and got their names mutated jointly with the Kolkata Municipal Corporation and said landed property was recorded as premises no. 114P, Raja Subodh Mullick Road, Kolkata- 700047 with the Kolkata Municipal Corporation.

AND WHEREAS the VENDORS/OWNERS of the aforesaid landed property intended to raise a multi-storied building on the said land but they have no such money to construct the building and the BUILDER/CONFIRMING PARTY herein agreed to construct such building at their own costs on the basis of joint venture subject to certain terms and conditions.

AND WHEREAS by a joint venture agreement dated 22nd March 2005 , said SRI SUNIL KUMAR CHATTERJEE and SRI SAMIR KUMAR CHATTERJEE had entered into an agreement with the BUILDER/CONFIRMING PARTY/ THIRD PARTY herein for construction of a residential building having partly commercial sanction thereat .

AND WHEREAS in pursuance of the said joint venture agreement and said power of attorney , the BUILDER/CONFIRMING PARTY duly obtained a building sanction Plan from the Kolkata Municipal Corporation having no.104 dated 02.05.2005 in the name of the VENDORS/OWNERS herein.

AND WHEREAS as per said joint venture agreement dated 22.03.2005 with the VENDORS/OWNERS herein, the BUILDER/CONFIRMING PARTY had agreed to undertake construction and constructed with full authority and power from the VENDORS/OWNERS to construct, allotment, booking, to fix up sale price and to sale of said flats/or shops , and to collect and receive full

consideration money and to issue receipt thereof, from the intending purchasers

AND WEHEREAS in terms of the said joint venture agreement with the OWNERS/VENDORS dated 22.03.2005 , the BUILDER/CONFIRMING PARTY was entitled and obtained the power and right to enter into an agreement for sale of any flats or shops and/or Shops on the proposed building to be constructed on the said land vide K.M.C. Building sanctioned Plan No. 104 dated 02.05.2005 with intending Purchaser(s), and to collect and receive full consideration money, and to issue receipt thereof or to cancel the booking of purchaser(s), and/or to refund and to fix up the sale value of said flats and shops and to execute necessary sale deed or deeds for such flats or shops , on behalf of the vendors/owners herein excepts the land or owners' allocation of share as per agreement dt. 22.03.2005.

AND WHEREAS in compliance with the terms of said joint venture agreement dated 22nd March, 2005 , and also in terms of said sanction plan and specification of the K.M.C. , the BUILDER/CONFIRMING PARTY has already constructed a G+3 and straight III (with partly commercial sanction) storied building on the said land of the VENDORS/OWNERS at Premises No.114P, Raja Subodh Chandra Mullick Road, Kolkata- 700047 morefully described in SCHEDULE A below

AND WHEREAS, in terms of said KMC sanction, the BUILDER/CONFIRMING PARTY has duly constructed the various shop in

the ground floor of said newly constructed building and demarcated the same , separately with the residential portions of said newly constructed building .

AND WHEREAS upon completion of said newly developed building ,the BUILDER/CONFIRMING PARTY has duly handed over and delivered the Owner's Allocation in terms of said joint venture agreement to the vendors/owners herein in all respect and the VENDORS/OWNERS declares that they have obtained and taken their shares of allocation of their portion from the BUILDER/ CONFIRMING PARTY towards their full satisfaction and declare that the said entire premises no.114P, Raja Subodh Chandra Mullick Road, Kolkata- 700047 is free from all encumbrances and they have good right, title and interest upon the aforesaid newly developed building and every part thereof

AND WHEREAS as per terms of the said joint venture agreement dated 22nd March, 2005 , the VENDORS/OWNERS are also bounded and also have been cited themselves as vendors/owners thereto for such sale, convey and transfer of the flats or shops as nominated by the BUILDER/CONFIRMING PARTY within the newly developed building touching the Builder's share of allocation, free from any further charge or claim whatsoever

AND WHEREAS relying upon the said representation of the VENDORS/OWNERS and the BUILDER/CONFIRMING PARTY, and after thorough examination of the necessary related papers and documents relating to

the title of the OWNERS/VENDORS over the said premises, PURCHASERS hereto have fully satisfied the title of the land of the said premises and also considering the scheme of the transfer of said shop or shops, as formulated by the BUILDER/CONFIRMING PARTY, the PURCHASERS requested the BUILDER/CONFIRMING PARTY to sell the ALL THAT one shop being Shop no: 6 at an extreme EASTERN SIDE of the ground floor of said newly developed building having super built area of 165 sq ft (having covered area of 138 sq ft.) more or less together with undivided impartible proportionate share and interest in the land underneath the building along with all user and easement right, facilities, benefits, privileges attached within the commercial sanctioned area therein and the proportionate right of usage over the roof , and thereto in the common service areas in common with other also together with all common rights and facilities to use, enjoy and occupy the said shop more perfectly within the premises known and named as 114P, Raja Subodh Chandra Mullick Road, P.S.- Jadavpur, Kolkata- 700047 (hereinafter referred to as "said shop") in consideration of Rs. 90,000/- (Rupees Ninety Thousands) only and the BUILDER/CONFIRMING PARTY accepted the said offer of the PURCHASERS and agreed to sell and cause to be sold the said shop on absolute ownership basis with sole exclusive transferable and irrevocable right to use the same, as morefully and particularly mentioned in the SCHEDULE B hereunder written unto and in favour of the PURCHASERS at the said consideration of Rs. 90,000/- (Rupees Ninety Thousands) only free from all encumbrances, charges, liens, claims, demands, trusts, mortgages, leases, tenancy, acquisition, requisitions and agreement to transfer whatsoever in nature

being the portion of Builder's Allocation and entered into a agreement for sale on 16th August, 2006 to that effect (hereinafter referred to as said agreement).

AND WHEREAS the VENDORS/OWNERS herein being approached and requested by the BUILDER/CONFIRMING PARTY and have agreed to complete the transaction by executing and registering these presents for said and transferring ALL THAT said shop no: 6 alongwith undivided proportionate impartible share in the said land comprised in the same premises more fully described in the SCHEDULE 'A' hereunder written in relation to the said shop against and in consideration of the allocation of the VENDORS/OWNERS provided by the BUILDER/CONFIRMING PARTY herein.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of said sum of Rs. 90,000/- (Rupees Ninety Thousands) only being the full and final consideration and lawful money of Union of India, truly paid by the PURCHAERS time to time to the BUILDER/CONFIRMING PARTY on or before the execution of these presents, the receipt of which the BUILDER/CONFIRMING PARTY doth hereby admit and acknowledge as per Memo of Consideration hereunder written, being the full and final price of the said shop being Shop no: 6 at an extreme EASTERN side at the ground floor having super built up area of 165 sq ft area (138 Sq.ft. covered area) more or less which is more fully and particularly mentioned and described in the SCHEDULE 'B' hereunder written and of and from the same and every part thereof, the BUILDER/CONFIRMING PARTY and the VENDORS/OWNERS hereby acquit, release, discharge and exonerate

themselves and sold, conveyed and transferred the **SCHEDULE B** property in favour of the **PURCHASERS**. The **VENDORS/ OWNERS** doth hereby grant, sell, transfer, convey, assign and assure and the **BUILDER/CONFIRMING PARTY** hereby confirm the same unto and to the use of the **PURCHASERS** the said shop being Shop no: 6 at an extreme **EASTERN** side at the ground floor having super built up area of 165 sq.ft. having (138 sq ft. covered area) more or less morefully described in **SCHEDULE B** below which is specifically delineated in the sketch plan depicted in **RED** border lines attached hereto, being the part of this indenture together with undivided impartible proportionate share of land measuring more or less 6 (six) Cottahs 9 (nine) Chittacks of 114P, Raja Subodh Chandra Mullick Road, P.S.- Jadavpur, Kolkata-700047 as mentioned in the Schedule 'A' hereunder written, whereupon a G+3 and partly III straight storied building having both commercial and residential sanction have been constructed together with half the depth in all the joint above and between its ceiling and the floor above and below full ownership of all doors, shutters, windows, fittings, fixture, electrical with external and internal wall of the shop share or interest in the stair case, land below and all ways and passages, drains, watercourses, together with the benefits of all ancient and other lights, liberties, easements, appendages, and appurtenances and all estate right, title, interest, property claim whatsoever of the **VENDORS/OWNERS** in the said shop free from encumbrances and attachment whatsoever to have and hold the property hereby conveyed to the **PURCHASERS** absolutely along with all common user and easement rights and all the common right on paths and passage, benefits, privileges, facilities, within the commercial sanctioned

portions ,as mentioned in the Schedule 'C' hereunder written for peaceful use and enjoyment of the said shop free from all encumbrances, together with all the appurtenances belonging to or in anywise appertaining to or with the same or any part thereof usually held, used, occupied or enjoyed or reputed or known as part thereof or be appurtenant there and the said shop along with undivided proportionate share or interest in the land of the said premises and all the estate, right, title, interest, use, inheritance, property, possession, benefits, claim and demand whatsoever of the VENDORS/ OWNERS and the BUILDER/CONFIRMING PARTY unto out of or upon the said shop along with undivided proportionate share of land or any part thereof TO HAVE AND TO HOLD the said shop along with undivided proportionate share of land together with right to use undivided common areas and facilities in the common with other shop owners and occupiers within the commercial sanctioned area ,having proportionate right of user on the roof of the premises , here by granted and sold or intended so that to be with their every and appurtenances unto and to the use and benefits of the PURCHASERS for ever and ever to be held, as heritable and transferable immovably property.

THE VENDORS and the BUILDER/CONFIRMING PARTY thereby covenant with the PURCHASERS as follows :

1. That the interest which the VENDORS/OWNERS thereby professes to transfer, subsists and the VENDORS/OWNERS and the BUILDER/CONFIRMING PARTY have good right, full power and absolute authority to grant, convey, transfer, assign and assure the said shop with all use,

rights, together with undivided indivisible proportionate share of land and all other undivided common rights and facilities in the commercial portions of said building granted, sold, conveyed, transferred, assigned and assured unto and in favour of the **PURCHASER** absolutely and forever and ever.

2. The **PURCHASERS** shall and may at all times hereafter peacefully and quietly enter upon and hold, occupy, possess and enjoy exclusively the said shop together with undivided proportionate share of land and also enjoy the undivided common rights and facilities in the commercial sanctioned area of the building, thereby granted, conveyed, transferred, assigned and assured unto and in favour of the **PURCHASERS** and also enjoy the facilities commonly with other shop owners in the said commercial portions of the building and every part thereof and to receive rents, issues, profits, thereof for their own use, without any suit, lawful eviction, interruption, disturbances, claims or demands whatsoever from or by the **VENDORS/OWNERS** or any person or persons lawfully claiming or to claim through under or in trust for the **VENDORS/OWNERS** and all persons having or lawfully claiming any estate, right or interest whatsoever at law in the said shop together with undivided proportionate share of land hereby granted, sold, conveyed, expressed so to be by from under or in trust for the Vendors.

3. That the **VENDORS/OWNERS** and the **BUILDER/CONFIRMING PARTY** shall from time to time and at all times hereafter upon every reasonable request and at the cost of the **PURCHASERS** make, do execute, acknowledge

and perform all such further and other lawful and reasonable acts, deeds, conveyance, documents matters and things whatsoever for further better and more perfectly assuring and absolutely granting the said shop together with undivided interest in the common areas and facilities within the commercial sanctioned area of said building and every part thereof by granted and sold unto and to use of the **PURCHASERS**.

4. The **PURCHASERS** have already taken possession of the said complete shop and shall thereafter have the right to mutate their name in the records of the Kolkata Municipal Corporation or any other Authority/Authorities concerned, as joint owners of the said shop together with undivided interest in the common areas and facilities within the commercial sanctioned area of the said building being premises No.114P, Raja Subodh Chandra Mullick Road, P.S.-Jadavpur, Kolkata- 700047, in common with the others and also to pay the Municipal Taxes, Rates and Commercial Surcharges, as may be assessed or imposed in respect of the said shop along with undivided proportionate share of land to the appropriate authority concerned and the **VENDORS/OWNERS** and the **BUILDER/CONFIRMING PARTY** shall render all the assistance to the **PURCHASERS** for mutating their name in the records of the K.M.C. or any other authority/authorities concerned as and when required and until and unless the said shop is separately assessed, the **PURCHASERS** will pay proportionate share of rates and taxes from the date of possession.

5. That the **PURCHASERS** shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements, appendages and

appurtenances whatsoever belonging or in any way appertaining to the said shop or their with held, used, occupied or enjoyed or reputed or known as part and parcel their of or appertaining their to which is more fully and particularly mentioned in the **SCHEDULE C** hereunder written.

6. The Shop Owners of the building at Premises/Holding No. 114P, Raja Subodh Chandra Mullick Road, Kolkata- 700047, including the **PURCHASERS** herein shall have joint control and Ownership in the main entrance gates of the commercial sanctioned area of the said building.

7. The **PURCHASER'S** right in the said shop and every part thereof shall be exclusive, heritable and transferable without any consent from the **VENDORS/OWNERS** and the **BUILDER/CONFIRMING PARTY** or other shop owners .

8. That the **VENDORS/OWNERS** and the **BUILDER/CONFIRMING PARTY** state that the building has been constructed over the said premises No. 114P, Raja Subodh Chandra Mullick Road, P.S. Jadavpur, Kolkata- 700047, as per Apartment Ownership Act, 1972 and the **PURCHASERS** shall enjoy all other rights and privileges not included there in, but provided in the West Bengal Apartment Ownership Act, 1972 (West Bengal Act XVI, 1972).

9. That the **PURCHASERS** shall have full and absolute proprietary rights of the said shop which is particularly described in the below mentioned schedule together with proportionate undivided impartible share and interest of land.

10. That the **PURCHASERS** shall also be entitled to sell, mortgage, lease or otherwise alienate and encumber the said shop thereby conveyed subject to the terms and conditions therein contained to any person or persons or organization without the consent of the **VENDORS/OWNERS** and the **BUILDER/CONFIRMING PARTY** or any other Co-Owners who may have acquires before or who may hereinafter acquire any right similar to those acquired by the Purchaser under the terms of this conveyance. (The **VENDORS/OWNERS** and the **BUILDER/CONFIRMING PARTY** shall render all their assistance to register the said shop in favour of the **PURCHASERS**).
- 11.. That the **PURCHASERS** and their men , agent and sub-ordinates shall be entitled to use a common sanitary situated at the residential portions at the ground floor of said premises .
- 12.. That the **PURCHASERS** shall have every proportionate right to use the roof of the building for better enjoyment of said shop and shall have access of the same through the stair cases of the building through residential portion of the building .
- 13.. That the **PURCHASERS** shall have further right to have a separate water connection from the water system provided in the said building .

14.. That the PURCHASERS shall have every right to set up their business hording /signboard exhibiting their business name just above their shop or in an area within the commercial sanctioned portions .

THE PURCHASERS DOTH THEIREBY COVENANT WITH THE VENDORS/OWNERS AND THE BUILDER/CONFIRMING PARTY as follows:-

1. The PURCHASERS shall observe, fulfill and perform all the covenants hereunder written and including those for the common purpose mentioned and described in the SCHEDULE C hereunder written and shall regularly and punctually pay and discharge all taxes and impositions on the said shop and/or unit wholly and the common expenses and all other outgoings equally.
2. The PURCHASERS shall apply for and have the said unit/shop mutated in his name separately assessed for the purpose of assessment of Municipal rates and taxes.
3. The PURCHASERS as well as the Shop Owners of the said building shall not make in the said apartment any structural alteration, additions or improvements of a permanent nature except with the prior approval/or sanction of Kolkata Municipal Corporation and/or any concerned authority i.e., Association of Apartment. Owners as provided in the West Bengal Apartment Ownership Act, (Act XVI of 1972).

4. The PURCHASERS as well as the all Shop Owners of the said building shall not cause nuisance or annoyance to the owners of the other portions of the building or of the neighboring for any illegal or immoral purpose.
5. The PURCHASERS shall keep the electrical installments and fittings and wirings in the said demised Premises/Shop in good repair and condition in accordance with the Indian Electricity Act, 2003 the rules there under.
7. Upon the separation and/or mutation of the said Shop for the purpose of liability of municipal rates and taxes and impositions the PURCHASERS shall pay wholly such tax or imposition in respect of the said shop/unit directly to the Kolkata Municipal Corporation or any other Authority/ Authorities concerned.
8. The PURCHASERS shall also bear and pay all other taxes and impositions as are levied or may be levied further including building tax, Urban land tax, if any, water etc. in respect of the said building Premises/Holding No. 114P, Raja Subodh Chandra Mullick Road, P.S.- Jadavpur, Kolkata- 700047 equally.
9. The PURCHASERS shall also be liable to pay the penalty interests costs, charges and expenses for and in respect of any or such taxes or impositions equally or wholly as the case may be in case the same be imposed or charges due to the default of the PURCHASERS in complying with his obligations hereunder concerning the payment and/or deposit of amounts towards taxes and

imposition reserved thereby or otherwise, the liability of the such payment by the Purchaser will accrue with effect from the date of delivery of possession of the said shop by the **BUILDER/CONFIRMING PARTY** to the **PURCHASERS**.

10. The **PURCHASERS** hereby undertakes to enter as a member of the Owner's Association formed by the Owners of the shops as well as the flats in the newly constructed building at Premises/Holding No. 114P, Raja Subodh Chandra Mullick Road, P.S.- Jadavpur, Kolkata- 700047 for the purpose of proper management, control the common portion of both the commercial and residential part of the building and do all acts, deeds and things as may be necessary or expedient for the common purpose and the **PURCHASERS** undertakes that until the Association is formed and take the maintenance of the common portions, she shall co-operate with the Vendors as well as the Builder and thereafter with the Owners' Association and shall pay his equal share of municipal rates and taxes along with proportionate share of common expenses.

11. Upon formation of the Owners' Association the **VENDORS/OWNERS** as well as the **BUILDER/CONFIRMING PARTY** shall transfer their rights and obligation with regard to the common purposes including the maintenance, management, control and operation of the common portions under both commercial and residential portions to such Association and thereafter the Association shall exclusively be entitled and shall be responsible for control over and operate the same and shall manage and maintain the same and do all acts

required for the common purposes including the maintenance of the entire building of the said premises.

12. The PURCHASERS shall at their own costs and expenses keep the said shop and every part thereof fixtures and fittings therein or exclusively for the shop comprised therein properly painted and maintained and to keep the same in good repaired condition and in a neat and clean conditions and as decent and respectable place for commercial and / or residential purpose.

THE PURCHASERS SHALL NOT DO THE FOLLOWINGS IN CONNECTION WITH THE USE AND ENJOYMENT OF THE SAID SHOP AND COMMON PORTIONS THEREOF :-

- i) Obstruct the VENDORS/OWNERS as well as the BUILDER/ CONFIRMING PARTY or any member of the Association in its acts relating to the common purposes.
- ii) Violate any of the rules and regulations, if any, laid down to any time hereafter in respect of the use of the said shop in the said building Premises/ Holding No.114P, Raja Subodh Mullick Road, P.S. Jadavpur, Kolkata-700047.
- iii) Injure harm or damage the common portions or any other Units/ Shops in the building by making any addition or alterations or withdrawing any support or otherwise.

- iv) Alter any outer portion elevation or colour scheme of the building otherwise than in the manner as may be agreed in writing with the **VENDORS/OWNERS** and the **BUILDER/CONFIRMING PARTY** and also the Association upon its formation and taking over maintenance and management of the common portion.
- v) To throw any rubbish or store any combustible goods in the common areas and/or any part of the building.
- vi) To carry any obnoxious, offensive, illegal or immoral activities in the said shop.
- vii) To cause any nuisance, annoyance to the Co-owners and/or the occupants of the other portions of the said building.
- viii) To claim any partition or sub-division of the land or common areas and facilities and to portion the said shop by metes and bounds and to provide extra additional load on the existing building and will not change the nature and character of the building without prior sanction of the KMC Ward No.100 Authority or any other authority concerned and shall not make any addition alterations or renovation of the existing structure of the building and/or any part thereof.
- ix) That all the shop Owners/ Vendors and Co-Owners of the other units shall also abide by the aforesaid terms, conditions and stipulations and shall not violate the same in any manner.

The entire land with G+3 storied building is standing thereupon described in the SCHEDULE 'A' hereunder written. The Unit/ Shop hereby sold, conveyed and transferred is described in the SCHEDULE B hereunder written and the common areas and facilities are described in the SCHEDULE C thereunder written. The common expenses, maintenance of the building is described in the SCHEDULE 'D' hereunder written.

SCHEDULE 'A' AS REFERRED TO ABOVE

ALL THAT piece and parcel of Bastu Land measuring 06 (six) Cottahs 09 (Nine) Chittacks be the same a little bit more or less being situated at Mouza Baishnabghata, J.L. No.28, Touzi No.56, 151, R.S. No.11 and 38, Khatian No.298, 298/1 and 298/2, Dag No.352 and 346 under P.S. Jadavpur previously Tollygunge, under A.D.S.R. Office Alipore within the District of South 24-Parganas within the jurisdiction of the Kolkata Municipal Corporation, being KMC Premises No.114P, Raja Subodh Chandra Mullick Road, Kolkata-700047, KMC Ward No.100, Assessee No.21-100-08-0104-9, Borough No. X and the KMC Premises No.114P, Raja Subodh Chandra Mullick Road, Kolkata-700047, butted and bounded in the manner followings :

<u>ON THE NORTH BY</u>	: Rest of the land of Dag Nos.352 and 346.
<u>ON THE SOUTH BY</u>	: Corporation Road.
<u>ON THE EAST BY</u>	: KMC Road .
<u>ON THE WEST BY</u>	: Rest of the land of Dag Nos.352 and 346.

SCHEDULE 'B' AS REFERRED TO ABOVE

(i.e. the Shop hereby sold, conveyed and transferred unto and in favour of the
Purchaser)

ALL THAT one finished self contained shop within the commercial sanctioned portions at the ground floor, being Shop no: 6 at an EXTREME EASTERN side at the ground floor measuring about 165 sq ft Super Built up area and 138 sq ft. covered area more or less together with the ownership of the undivided impartible proportionate share of land along with undivided interest in the common areas and facilities attached within the commercial sanctioned area in the Premises/ Holding No.114P, Raja Subodh Chandra Mullick Road, P.S. Jadavpur, Kolkata-700047, within the limits of the KMC Borough No.X, Ward No.100, KMC Assessee No.21-100-08-0104-9 in the District 24-Parganas (South). which is morefully and specifically delineated in the sketch plan depicted in RED border lines attached thereto, being the part of this indenture and butted and bounded as follows :

SHOP NO: 6

ON THE NORTH BY : Open Car parking Space of the building
ON THE SOUTH BY : Shop no:5 of Sunil Kumar Chatterjee
ON THE EAST BY :16 ft. KMC Road .
ON THE WEST BY : Staircase of the Building

SCHEDULE 'C' AS REFERRED TO ABOVE

(i.e. the common portion/ common areas and facilities in the said building at the said premises No.114P, Raja Subodh Chandra Mullick Road, P.S. Jadavpur, Kolkata-700047).

1. The user and easement rights on paths and passages and all appurtenances attached within the commercial sanctioned area of the said land and building.
2. Common passage on the ground floor between outside, the building and compound gates
3. Under ground and over head water tank ,water pump, water pipes and other common plumbing installations as per standard specification except those are installed in any particular shop/ unit.
4. Electrical wiring, meters, fittings, excluding those as are installed for any of the particulars shops/ units.
5. Drainage and Powers.
6. Pump Room and Pump Motor.
7. Boundary wall and main gate within the commercial sanctioned area .
8. Water connections, tank, water reservoir, pipes, ducts and all such apparatus for common user.
9. The Foundations, columns, girders, beams, supports, main walls, roof, corridors, stairs, stair-ways, entrance and exist, drainage and sewerage line connections etc
- 10.. user right of a common sanitary at the ground floor at the residential portions of the building .

SCHEDULE 'C' AS REFERRED TO ABOVE

(i.e. the common portion/ common areas and facilities in the said building at the said premises No.114P, Raja Subodh Chandra Mullick Road, P.S. Jadavpur, Kolkata-700047).

1. The user and easement rights on paths and passages and all appurtenances attached within the commercial sanctioned area of the said land and building.
2. Common passage on the ground floor between outside, the building and compound gates
3. Under ground and over head water tank ,water pump, water pipes and other common plumbing installations as per standard specification except those are installed in any particular shop/ unit.
4. Electrical wiring, meters, fittings, excluding those as are installed for any of the particulars shops/ units.
5. Drainage and Powers.
6. Pump Room and Pump Motor.
7. Boundary wall and main gate within the commercial sanctioned area .
8. Water connections, tank, water reservoir, pipes, ducts and all such apparatus for common user.
9. The Foundations, columns, girders, beams, supports, main walls, roof, corridors, stairs, stair-ways, entrance and exist, drainage and sewerage line connections etc
- 10.. user right of a common sanitary at the ground floor at the residential portions of the building .

SCHEDULE 'D' AS REFERRED TO ABOVE

(The common expenses and maintenance to be borne by the **PURCHAERS**, in proportion to their holding of the premises No.114P, Raja Subodh Chandra Mullick Road, P.S. Jadavpur, Kolkata-700047).

1. The expenses of maintaining repairing, redecorating etc. of the main structure and in particular the gutter, fresh and rain water pipe, drain and sewerage and water storage tanks and electric wires, generators and other appliances and passages enjoyed or used by the Purchaser in common with the other occupiers/ owners of the shop, as well as flats owners and enjoyed by the Purchaser or used by their in common as aforesaid land boundary walls of the Building but within the commercial sanctioned area.
2. The cost of cleaning and lighting the passages, landing, stair-cases and other parts of buildings as enjoyed or used by the Purchaser in common as aforesaid.
3. The cost of maintaining and decorating the exterior of the building.
4. The cost of the salaries of clerks, chowkidars, sweepers, mistry and caretakers etc.
5. The cost of working and maintenance light and service charges for the common areas within the commercial area of the said building.
6. Rates and taxes.
7. Premium for insurance of the building.
8. Such other or further expenses as may be necessary or including for the proper maintenance and/or upkeep of the building.

All that above costs and expenses of the common portions and common service areas shall be vested to all the owners of shops and flat owners of the building and each have to pay the same proportionately, as are reasonably required.

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

SIGNED, SEALED AND DELIVERED

by FIRST PART (through
Registered Constituted Attorney)

in the presence of :

WITNESSES :

1. Pradip Kumar Ghosh
20, Garia Place
KOLKATA - 700084

Dipu Banerjee

Sudip Ghosh

DIPU BANERJEE &
SUDIP GHOSH AS A
CONSTITUTED ATTORNEY OF
SRI RAM UDYOG &
SRI RAM CHATTERJEE

2. *Sumit K. Chatterjee*
11A/W-3, Raja B.S. Mallik Road,
Kolkata - 700077

SIGNATURE OF THE VENDORS/OWNERS

SIGNED, SEALED AND DELIVERED

by SECOND PART

in the presence of :

1. Pradip Kumar Ghosh

Sudip Ghosh

Sarbani Ghosh

2. *Sumit K. Chatterjee*

SIGNATURE OF THE PURCHASERS

SIGNED, SEALED AND DELIVERED

by THIRD PART

in the presence of :

1. Pradip Kumar Ghosh
Dipu Banerjee
Partner

SRI RAM UDYOG

Sudip Ghosh

Partner

2. *Sumit K. Chatterjee*

**SIGNATURE OF THE BUILDER/
CONFIRMING PARTY**

Drafted by
Indranil Karfa
Advocate

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned sum of Rs. 90,000/- (Rupees Ninety Thousands only) only being the entire consideration money in respect of sale of the Schedule-B shop

MEMO

MODE OF PAYMENT	DATE	BANK & BRANCH	AMOUNT (RS.)
Cheque no: 874409	16.8.2006	ICICI BANK, Ballygunge	10,000=00
By cash on different dates	-	-	80,000 = 00

*Dipu Banerjee
Sudip Ghosh.*

(Rupees Ninety Thousands only)

WITNESSES :

1. *Pradip Kumar Ghosh*












































2. *Sanil Kumar Chatterjee*

*Dipu Banerjee
Sudip Ghosh.*

DIPU BANERJEE &
SUDIP GHOSH AS A
CONSTITUTED ATTORNEY OF
S. K. CHATTERJEE &
S. K. CHATTERJEE

**SIGNATURE OF VENDORS/OWNERS
AND THE BUILDERS/CONFIRMING PARTY**

SPECIMEN FORM FOR TEN FINGER PRINTS

	Dipak Banerjee					
		(Left Hand)				
						
		(Right Hand)				
	Sudip Ghosh					
		(Left Hand)				
						
		(Right Hand)				
	Sarbani Ghosh					
		(Left Hand)				
						
		(Right Hand)				
PHOTO						
		(Left Hand)				
						
		(Right Hand)				
						

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
DATED THIS 26th DAY OF SEPTEMBER 2007
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

BETWEEN

SRI SUNIL KUMAR CHATTERJEE &
ANR.

OWNERS/FIRST PARTY

AND

(1) SRI SUDIP GHOSH &
(2) SMT. SARBANI GHOSH

PURCHASERS/SECOND PARTY

AND

M/S. SREERAM UDYOG
BUILDER/CONFIRMING
PARTY/THIRD PARTY

DEED OF CONVEYANCE

ADDITIONAL REGISTRAR OF
ASSURANCES-4, KOLKATA

10-4-8

ADDITIONAL REGISTRAR OF
ASSURANCES-4, KOLKATA

INDRANIL KARFA

Advocate

High Court, Court at Calcutta
6A, K.S. Roy Road, Kolkata- 700001.

SS-2 (Sudip & Sarbani Ghos 114P Raja SC

Scanned
10.4.8

0939266 THE KOLKATA MUNICIPAL CORPORATION

AN-0939266

DEPARTMENT: ASSESSMENT COLLECTION T/ZONE/BOROUGH: RD. 100 PARTICULARS: PROPERTY TAX PAYMENT	RECEIPT NO: 9940 OPERATOR: 23765 TAPAN CHAKRABORTY COLLECTION CENTRE: 31 (BAGHA JATIN (CSC))	DATE: 27/05/2019 TIME: 19:17 COUNTER:
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Assessee No: 211000016740
 Premises and Street: 114P, RAJA SUBODH CHANDRA MULLICK ROAD
 Mailing Address: 20, GARIA PLACE, SHANTI NIWAS, KOLKATA

Pin Code: 700084

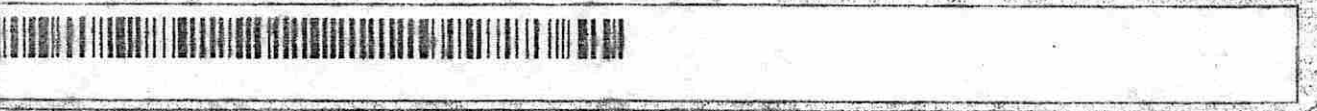
Owner: SUDIP GHOSH, SARBANI GHOSH

Sl. No.	Rebate (Rs.)	Penalty (Rs.)	Interest (Rs.)	Payable (Rs.)
1/2019-2020	13.45	0.00	0.00	256.00
2/2019-2020	26.90	0.00	0.00	242.00
3/2019-2020	26.90	0.00	0.00	242.00
4/2019-2020	26.90	0.00	0.00	242.00
TOTAL AMOUNT PAID: Rs. 982.00				

AMOUNT IN WORDS: Rupees Nine Hundred Eighty Two only

Mode: Chq/DD No Chq/DD Date: Bank Name: Branch Name: Amount (Rs.): 982.00
 CASH

TREASURER: [Signature]
 E. and O.E.
 SIGNATURE OF OPERATOR: [Signature]



Please do not fold & put any mark on BARCODE