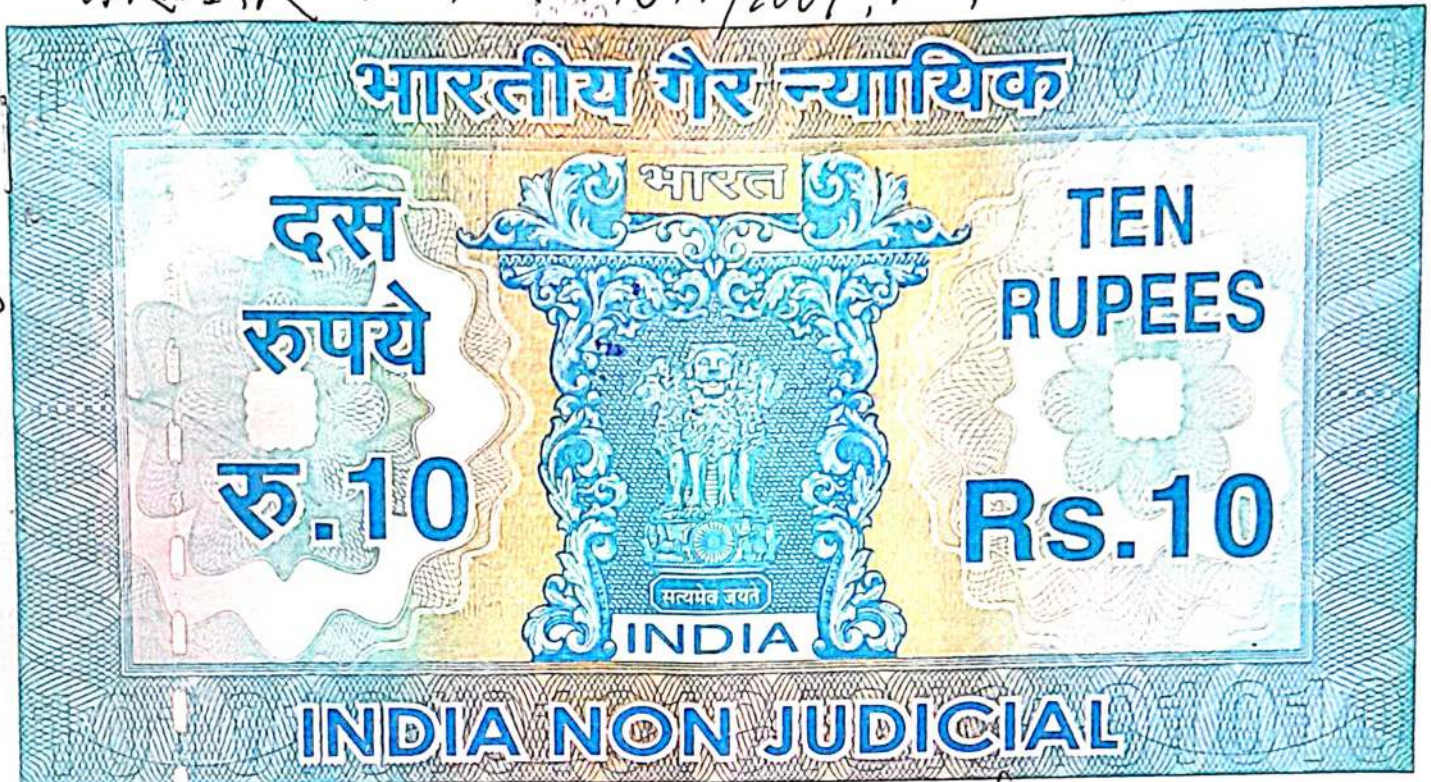


ARA-I, KOL, S/N<sup>o</sup> - 14691/2007, V-1, P- 1 to 45

S. Sarkar



पश्चिम बंगाल WEST BENGAL

4630/21

61AB 070385

Serial No. 4630 07/12/21  
BK No. 1 Vol. No. 901 Pages in  
Being No. 14691 Year 2007  
Cartridge Paper Issued.....  
Copying Fee Ordinary.....  
Copying Fee Urgent.....  
Tracing Charge for Map or Plan  
Xeroxing Charges .....

1-46

4.00

10.00

10.00

345.00

369.00

Under Article F (1) & F (2) .....  
Under Article G (a) & G (b) .....  
Value of Stamp.....  
Value of Court Fee.....  
Value of Cartridge Paper.....  
Cost of Map or Plan.....  
Cost of Xeroxing.....  
Total Cost of Copy.....  
Copy Prepared Signed.....  
Sealed and Delivered to.....  
As per Order No. 4630/21

Record Keeper  
Registrar of Assurances-I  
Kolkata

7-12-21

Additional Registrar of  
Assurances-I, Kolkata

07/12/21



07 OCT 2021

01171





17110

14691



पश्चिम बंगाल WEST BENGAL

38,03,988

B 909730

129  
21/12/07  
Admission under Rule 21, duly stamped  
under the Indian Stamp Act, 1899  
and also amended by Bengal  
Stamp Amendment Act 1988.  
Schedule 1A No. 2315014  
Fee Paid as under:-



CBJ  
Cheque No. 487430  
22.12.07  
56350.00

8/10 210000(3)

ADDITIONAL REGISTRAR, KOLKATA  
ASSURANCES, KOLKATA  
29/12/07

ARA-5  
29.12.07

**THIS DEED OF CONVEYANCE** made on this 14<sup>th</sup> day of December, Two Thousand Seven **BETWEEN SRI ROSHANLAL KUNDRA**, son of Late Wazir Chand Kundra, by faith Hindu, by Occupation Business, residing at 9B, Talbagan Lane, Kolkata-700 017, hereinafter referred to as the "**VENDOR**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) **OF THE FIRST PART AND (1) MR. BAYRON BISWAS**, by Occupation Business, (2) **MR. MILTON BISWAS**, by Occupation Business, both sons of Sri Babar Biswas, both by faith Muslim, both residing at Village and

8844.00

CBJ  
Cheque No. 489149, 489150  
5.12.07  
(70800x3)  
has been Paid as defined Stamp Duty

1000 + 1000 + 1000  
30.00.000

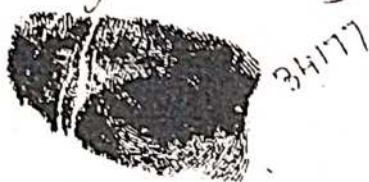


84119 - 3 DEC 2007

No .....  
 Sold to .. **MR D. MITRA**  
 Address .. **12/1 Old Post Office Street**  
**Second Floor**  
 Rs. .... **Kolkata - 700001**

**L. S. V. ...**  
**HIGH COURT**

- Bayson Bisung



- Bayson Bisung



14/12/07  
 Bayson Bisung  
 one 12th Feb

- Roshan Lal Kundra



- Alka Kundra



14/12/07  
 Bayson Bisung s/o Balak  
 Bisung, Milton Bisung s/o  
 Balak Bisung s/o Milton  
 Bisung at vill + P.O. Dhalian  
 Dist - Murshidabad, W Bengal  
 Roshan Lal Kundra s/o late  
 Wazir Chand Kundra, Alka  
 Kundra s/o Harish Kundra  
 both at G.B. Tallagan Lane,  
 K.T. 17, P.O.

- Milton Bisung



- Basu den Ghosh

P.T.O

2 Bundles given to  
 s/o H. N. C. Ghosh  
 12/1 C. S. O. M.  
 K.T. 1,  
 ...


14/12/07

Post Office Dhulian-742202, District Murshidabad, West Bengal, hereinafter referred to as the "**PURCHASERS**" (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) **OF THE SECOND PART AND** (1) **SMT. MANJU TODI**, wife of Sri Ramesh Todi, by faith Hindu, by Occupation House-wife, (2) **SMT. SHAKUNTALA TODI**, wife of Sri Om Prakash Todi, by faith Hindu, by Occupation House-wife, both residing at 48B, Sankharitala Street, Kolkata-700 014, represented by their Constituted Attorney Sri Dindayal Todi, son of Late Sitaram Todi, by faith Hindu, by Occupation Business, residing at 48B, Sankharitala Street, Kolkata-700 014, as per registered Power of Attorney 30<sup>th</sup> November, 2001 which was registered at the office of Registrar of Assurances, Kolkata and recorded in Book No. IV, Volume No. 62, Pages 86 to 91, Being No. 4090 for the year 2001, (3) **SRI DINDAYAL TODI**, son of Late Sitaram Todi, by faith Hindu, by Occupation Business, residing at 48B, Sankharitala Street, Kolkata-700 014 and (4) **MRS. ALKA KUNDRA**, wife of Harish Kundra, by faith Hindu, by Occupation House-wife, residing at 9B, Talbagan Lane, Kolkata-700 017, hereinafter referred to as the "**CONFIRMING PARTIES**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) **OF THE THIRD PART:**

**WHEREAS:**

- A. By virtue of a decree of compromise passed on 17<sup>th</sup> May, 1953 in a Partition Suit being Suit No. 127 of 1942 instituted in the Ordinary Original Civil Jurisdiction of the Hon'ble High Court of Judicature at Fort William in Bengal, the premises No. 37/2, Dr. Suresh Sarkar Road, Police Station Beniapukur, Kolkata-700 014 along with other moveable and immovable





Dindayal Todi  
for self as  
constituted Attorney  
of Manju Todi  
→  
Shakuntala Todi  
(Dindayal Todi)

Dindayal Todi for  
self as candidate  
attorney of Manju Todi  
and Shakuntala Todi  
at 48 B. Sanschaitan  
St. K. M.



Bamdeo Phn.

Bamdeo Ghosh  
s/o Late N. G. Ghosh  
12/1, C. P. C. Street  
K. M.  
Surin.

9

properties were allotted to Haji Mohammed Yusuf, the predecessor-in-title of the Shamim Ahmed alias Shamim Yusuf.

- B. After having been allotted in manner aforesaid, the said Haji Mohammed Yusuf since deceased became the sole and absolute owner of the said premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014.
- C. Since then the said Haji Mohammed Yusuf was the absolute owner and fully seized and possessed of and sufficiently entitled to the said premises being No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 fee simple and free from all encumbrances, liens, lispendens, charges, attachment, acquisitions, requisitions and enjoying the same without any obstructions, interference whatsoever and howsoever and duly applied and got his name recorded absolute owner in all records of right including the Assessment Roll of the Kolkata Municipal Corporation.
- D. While the said Haji Mohammed Yusuf since deceased was thus owner and in full possession thereof orally declared on 29<sup>th</sup> day of June, 1956 the said premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 as an Alal-Aulad Wakf Estate and named it YUSUF SHAMIM (AL-AL-AULAD) WAKF ESTATE and was duly recorded as "HAJI MOHAMMED YUSUF WAKF ESTATE" in the Wakf Register Book of the office of the Commissioner of Wakfs bearing E.C. No. 13250.
- E. The said late Haji Mohammed Yusuf, in pursuance of the said oral declaration of Wakf on 29<sup>th</sup> day of June, 1956 subsequently executed and registered a Deed of Appointment on the 25<sup>th</sup> day of January, 1957 by terms whereof the said late Haji Mohammed Yusuf admitted and confirmed his oral creation of the AL-AL-AULAD WAKF on 29<sup>th</sup> day of June, 1956 and



also laid down the terms of Succession of the line of Mutawallis and by virtue whereof one Zulekha Khatoon since deceased the legally married junior wife of the said late Haji Mohammed Yusuf shall be and remain Mutwalli during the minority of the said Shamim Ahmed alias Shamim Yusuf whom the said Haji Mohammed Yusuf adopted legally as his son and on attaining majority the said Shamim Ahmed alias Shamim Yusuf wherein shall become the sole Mutwalli of the said Wakf Estate during his life time.

- F. The said Shamim Ahmed alias Shamim Yusuf after having attained majority, became the sole Mutawalli of the said AL-AL-AULAD WAKF ESTATE absolutely and for ever during his life time under the terms of the said Deed of Appointment and since then the said Shamim Ahmed alias Shamim Yusuf as Mutawalli has been full possession of the said AL-AL-AULAD WAKF ESTATE and administering the same as Mutawalli under his full guidance and control.
- G. The said AL-AL-AULAD WAKF ESTATE namely "Yusuf Shamim Wakf Alal Aulad Estate" /Haji Mohammed Yusif Wakf Estate Al-Al-Aulad" was duly recorded in the Wakf Register Book of the office of the Commissioner of Wakf bearing E.C. No. 13250.
- H. A Title Suit bearing No. 99 of 1979 was instituted in the Nineth Court of the Sub-Judge at Alipore by one Abdur Rahaman since deceased and brother of late Haji Mohammed Yusuf against his senior wife Fatima Khatoon since deceased and others, inter alia, for Declaration and Partition and the said suit was ultimately dismissed in terms of a joint petition of the parties by Order No. 127, dated 27<sup>th</sup> March, 1989 and the said Abdur Rahaman since deceased, the plaintiff in that suit declared that he had no claim against the defendants whatsoever.



- I. The said Abdur Rahaman since deceased, the plaintiff in the said Title Suit No. 99 of 1979 subsequently executed a Deed of Indemnity in favour of the said Shamim Ahmed alias Shamim Yusuf on the 28<sup>th</sup> day of February, 1989 whereby the said Abdur Rahaman agreed, admitted and accepted that neither he nor his heirs or any one claiming through him have any claim in respect of any properties including the said Al-Al-Aulad Wakf Said flat and the said car parking spaces of late Haji Mohammed Yusuf that will be null and void and accordingly he agreed to always indemnify and keep indemnified and harmless the said Shamim Ahmed Alias Shamim Yusuf from any claim in future.
  
- J. The Shamim Ahmed alias Shamim Yusuf by term of the Wakf-Nama is empowered and authorized to sell the said Al-Al-Aulad Wakf Estate namely the premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata according to the clause 3 of the Deed of Appointment, dated 25<sup>th</sup> January 1957 registered in the office of the Sub-Registrar at Sealdah in Book No. I, Volume No. 8, Pages 162 to 170, Being No. 294 for the year 1957 and the said Shamim Ahmed alias Shamim Yusuf/Mutawalli has decided to reside permanently at Bangalore.
  
- K. By a Registered Conveyance dated 22<sup>nd</sup> April, 1991 the said Nesar Ahmed, the Donor herein for the consideration mentioned therein has purchased from Shamim Ahmed ALL THAT piece or parcel of land measuring 7 Cottahs 13 Chittacks and 18 Square Feet more or less together with one storied building standing thereon lying situate at and being back portion of premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata fully described in the Schedule written under the said Conveyance dated 22<sup>nd</sup> April, 1991.



- L. By two separate registered deeds of conveyances one dated 22<sup>nd</sup> July, 1991 and another dated 24<sup>th</sup> July, 1991, the said Nesar Ahmed for the consideration mentioned in the said two registered deeds of conveyances purchased from the said Shamim Ahmed ALL THAT piece or parcel of land measuring 5 Cottahs 3 Chittacks and 17 square feet more or less together with two storied building standing thereon lying situate at and being front portion of premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata, fully described in the Schedule written under the said deeds of conveyances.
- M. In the premises, by virtue of the said three registered deeds of conveyances dated 22<sup>nd</sup> April, 1991, 22<sup>nd</sup> July, 1991 and 24<sup>th</sup> July, 1991 respectively, the said Nesar Ahmed became absolute owner of ALL THAT piece and parcel of the land hereditament and premises including the dwelling house constructed on the piece and parcel of the land measuring 13 Cottahs 35 square feet be the same a little more or less situate lying at and being premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 fee simple, free from all encumbrances, liens, lispendens, charges, acquisitions, requisitions, attachments, whatsoever and howsoever and enjoying the same without any obstructions, interference whatsoever and howsoever subject to the monthly tenants occupying the said premises and the said Nesar Ahmed got his name recorded in the records of the Kolkata Municipal Corporation.
- N. The said Nesar Ahmed, in order to construct a building comprising of different sizes of flats, car parking spaces, common areas and other portions, and facilities on the said premises by demolishing the bld structure, building hereditament and premises situate lying at and being premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 and to sell the same decided to enter into agreement with the five Purchasers namely Smt. Alka Kundra, Smt. Manju Todi, Sri Dindayal Todi, Smt. Shakuntala Todi and Sri Roshanlal



Kundra of the flats and other areas of the proposed building together with undivided proportionate share in the land together with the right to use and enjoy the common areas and facilities of the said land and the building subject to the covenants, conditions, stipulations, inter alia, for proper management, maintenance, protection, preservation of the building and other facilities and the said Nesar Ahmed, the purchaser also decided to execute and register deeds of conveyances in favour of the Alka Kundra and Roshan Lal Kundra for sale 1/100<sup>th</sup> undivided share of the land and Smt. Manju Todi, Sri Dindayal Todi and Smt. Shakuntala Todi for sale of 1/100<sup>th</sup> undivided share of land respectively of the said premises being No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 and after the execution of the said agreement, the aforesaid deeds of conveyances will be executed and then construction of the building will be commenced and completed.

- O. In the premises, the said Nesar Ahmed, the Confirming Party No. 1 herein entered into an agreement dated 17<sup>th</sup> May, 1995 with the Vendor herein and the Confirming Party Nos. 2 to 5 five herein namely Smt. Alka Kundra, Smt. Manju Todi, Sri Dindayal Todi, Smt. Shakuntala Todi and Sri Roshanlal Kundra wherein it is provided that the said Nesar Ahmed will be absolute owner of the entire first floor and one flat on the front side i.e. north on the second floor and four car parking spaces and six shop rooms on the ground floor and with the right to use the main entrance of the building, stair case and common areas of the building in lieu of his undivided one third share in the said premises and Dindayal Todi would be the absolute owner of one flat on the northern side of the fifth floor and one car parking space on the ground floor together with right to use roof and common areas of the building in lieu of his undivided one ninth share in the said premises, Smt. Shakuntala Todi should be the absolute owner of one flat on southern side on the fourth floor together with right to use the main entrance, stair-case and



common areas of the building and two car parking spaces on the ground floor with the right to use common areas of the building in lieu of her undivided one ninth share in the said premises, Smt. Manju Todi would be the absolute owner of the flat on the fifth floor (south) together with right to use main entrance, stair case and roof of the building and one parking space on the ground floor and the said Roshanlal Kundra shall be absolute owner of two flats on the third floor together with right to use the main entrance, stair-case and common areas of the building and two car parking spaces and the said Smt. Alka Kundra shall be the absolute owner of two flats, one flat on the fourth floor and one flat on the second floor TOGETHER WITH the right to use the main entrance, stair-case, common areas of the building TOGETHER WITH two car parking spaces on the ground floor.

- P. It was also provided in the said agreement dated 17<sup>th</sup> May, 1995 that besides the said 6 (six) shops on the ground floor which have been allotted to the said Nesar Ahmed remaining portion of the ground floor shall remain common and the said five Purchaser each party shall have right to use the same.
- Q. By a registered deed of conveyance dated 24<sup>th</sup> August, 1995 the said Nesar Ahmed sold, conveyed and transferred undivided 1/100<sup>th</sup> shares of the said land, hereditament and premises being No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 to Smt. Alka Kundra, and Sri Roshanlal Kundra on the terms and conditions more particularly mentioned in the said registered deed of conveyance which is recorded in Book No. I, Volume No. 88, Pages 126 to 137, Being No. 3384 registered at the office of Additional Registrar of Assurance, Kolkata for the year 1995.

- R. By another registered deed of conveyance dated 24<sup>th</sup> August, 1995 the said Nesar Ahmed sold, conveyed and transferred undivided 1/100<sup>th</sup> shares of the said land, hereditament and premises being No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 to Smt. Manju Todi, Sri Dindayal Todi and Smt. Shakuntala Todi, on the terms and conditions more particularly mentioned in the said registered deed of conveyance which is recorded in Book No. I, Volume No. 88, Pages 138 to 149 Being No. 3385 registered at the office of Additional Registrar of Assurance, Kolkata for the year 1995.
- S. In the premises, by the said two separate registered deeds of conveyances both dated 24<sup>th</sup> August, 1995 the said Nesar Ahmed sold, transferred and conveyed undivided 1/100<sup>th</sup> share of the said land, hereditament and premises being No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 to Sri Dindayal Todi, Smt. Shakuntala Todi, Smt. Manju Todi and Sri Roshanlal Kundra and Smt. Alka Kundra respectively who jointly acquired 1/50<sup>th</sup> share of the said premises being No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014.
- T. After execution of the said two registered deeds of conveyances both dated 24<sup>th</sup> August, 1995, pursuant to and in terms of the said agreement dated 17<sup>th</sup> May, 1995 the said Nesar Ahmed and all the said Smt. Alka Kundra, Manju Todi, Dindayal Todi, Shakuntalal Todi and Roshonlal Kundra, hereinafter referred to as the "five Purchaser" applied and obtained plan sanctioned from the Kolkata Municipal Corporation for constructions of a ground plus five storied building on the said piece and parcel of the land on the said premises being premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 and with the entire cost of construction paid by the said Dindayal Todi, Smt. Shakuntala Todi, Smt. Manju Todi, Roshanlal Kundra and Smt. Alka Kundra the said building was constructed and the said Nesar Ahmed and all the said



five Purchaser namely Sri.Dindayal Todi, Smt. Shakuntala Todi, Smt. Manju Todi, Sri Roshanlal Kundra and Smt. Alka Kundra, were allotted as per their respective allocations in terms of the agreement dated 17<sup>th</sup> May, 1995 by oral partition the same was divided as per the shares of the respective parties and were enjoying the same without any obstructions, interferences whatsoever and howsoever and paying their respective taxes, outgoings in respect of their respective allocations.

- U. In the registered deed of conveyance dated 28<sup>th</sup> July, 2001 made between Smt. Alka Kundra, described therein as the Vendor of the First Part, Mr. Jalaluddin Biswas, described therein as the Purchaser of the Second Part and (1) Mr. Nesar Ahmed, (2) Smt. Manju Todi, (3) Sri Dindayal Todi, (4) Smt. Shakuntala Todi and (5) Sri Roshanlal Kundra, the Confirming Party Nos. (1) to (5), described therein as the Confirming Parties of the Third Part, in clause (4) (g) it is, inter alia, recorded that the Vendor and the Confirming Party Nos. 1 to 5 confirm that the ground floor of the said premises was divided in the manner that Mr. Nesar Ahmed will be entitled to open parking space Nos. 1A, 1B, 2A and two covered car parking spaces and six shop rooms which are demarcated in a map or plan annexed thereto and bordered "Violet", Sri Dindayal Todi was allotted open car parking space No. 5A and covered car parking space No. 5A which are demarcated in a map or plan annexed thereto and bordered "Green", Smt. Shakuntala Todi was allotted open car parking space being No. 4B and covered car parking space being No. 4B which are demarcated in a map or plan annexed thereto and bordered "Blue", Smt. Manju Todi was allotted one open car parking space No. 5B and one covered car parking space No. 5B with one room and one toilet which are demarcated in a map or plan annexed thereto and bordered "Green", Sri Roshanlal Kundra was allotted one open car parking space Nos. 3A and 3B and three covered car parking space Nos. 3A, 3B and 3C which

are demarcated in a map or plan annexed thereto and bordered "Red", Smt. Alka Kundra was allotted two open car parking space Nos. 2B and 4A out of which 4A was sold to Mr. Jalaluddin in terms of the registered deed of conveyance dated 28<sup>th</sup> July, 2001 and two covered car parking space Nos. 2B and 4A which are demarcated in a map or plan annexed thereto and bordered "Orange" and a car parking space allotted to Mrs. Manju Todi will remain as a open space which is used for fixing meters and other necessary items for use and enjoyment of the flat owners.

- V. In the said registered deed of conveyance dated 28<sup>th</sup> July, 2001 made between Smt. Alka Kundra, described therein as the Vendor of the First Part, Mr. Jalaluddin Biswas, described therein as the Purchaser of the Second Part and (1) Mr. Nesar Ahmed, (2) Smt. Manju Todi, (3) Sri Dindayal Todi, (4) Smt. Shakuntala Todi and (5) Sri Roshanlal Kundra, the Confirming Party Nos. (1) to (5), described therein as the Confirming Parties of the Third Part, in clause (4) (g) the allocation of Mr. Nesar Ahmed wrongly mentioned as the said Mr. Nesar Ahmed will be entitled to open parking space Nos. 1A, 1B, which should be 1AB (instead of 1A and 1B) 2A and two covered car parking spaces and six shop rooms which are demarcated in a map or plan annexed thereto and bordered "Violet" and it is recorded in the said registered deed of conveyance that Smt. Manju Todi was allotted one open car parking space No. 5B and one covered car parking space No. 5B and wrongly mentioned one room and one toilet (the said one room and one toilet is not there and wrongly gone down in the said registered deed of conveyance and which was never allotted to the said Smt. Manju Todi) and the aforesaid part is treated as the deed of rectification of the said registered deed of conveyance dated 28<sup>th</sup> July, 2001.



W. By a registered deed of conveyance dated 4<sup>th</sup> August, 2001 executed by and between Smt. Alka Kundra, described therein as the Vendor and Mr. Jalaluddin Biswas, described therein as the Purchaser and Mr. Nesar Ahmed, Smt. Manju Todi, Sri Dindayal Todi, Smt. Shakuntala Todi and Sri Roshanlal Kundra described therein as the Confirming Parties executed and signed the deed of conveyance, inter alia, the said Vendor Smt. Alka Kundra transferring out of her allocation one flat being Flat No. 4A with one car parking spaces being No. 4A situate lying at being premises No. 37/2A, Dr. Suresh Sarkar Road, Kolkata-700 014 TOGETHER WITH impartable proportionate share in the land TOGETHER WITH right to use and enjoy all common areas and facilities on the terms and conditions more particularly mentioned in the said registered deed of conveyance which was registered at the office of Registrar of Assurances, Kolkata and recorded in Book No. I, Being No. 7349 for the year 2001.

X. Subsequent to the said registered deed of conveyance dated 4<sup>th</sup> August, 2001 the Vendor and the Confirming Party Nos. 1 to 4 and Sri Roshanlal Kundra, the Vendor herein exchanged and re-allotted their respective allocations in respect of the ground floor by metes and bounds inter alia, that Mr. Nesar Ahmed was allotted to open parking space Nos. 1B, 2A and two covered car parking spaces and six shop room which are demarcated in a map or plan annexed hereto and bordered "Violet", Sri Dindayal Todi was allotted one open car parking space No. 5A and one covered car parking space No. 5A which are demarcated in a map or plan annexed thereto and bordered "Green", Smt. Shakuntala Todi was allotted one open car parking space being No. 4B and one covered car parking space being No. 4B which are demarcated in a map or plan annexed thereto and bordered "Blue", Smt. Manju Todi was allotted one open car parking space No. 5B and one covered car parking space No. 5B which are demarcated in a map or plan annexed

thereto and bordered "Green", Sri Roshanlal Kundra was allotted two open car parking space Nos. 3A & B and three covered car parking space Nos. 3A, 3B and 3C which are demarcated in a map or plan annexed thereto and bordered "Red", Smt. Alka Kundra, the Confirming Party No. 5 was allotted two open car parking space Nos. 2B and 4A out of which 4A was sold to Mr. Jalaluddin in terms of the registered deed of conveyance dated 4<sup>th</sup> August, 2001 and two covered car parking space Nos. 2B and 4A which are demarcated in a map or plan annexed thereto and bordered "Orange" and in front of the covered car parking space allotted to Mrs. Manju Todi will remain as a open space which will be used for fixing meters and other necessary items for use and enjoyment of the flat owners.

- Y. It is recorded that as per the arrangement made between Sri Roshanlal Kundra, the Vendor herein and Smt. Alka Kundra, the Confirming Party No. 5 herein one covered car parking space which belong to the Confirming Party No. 5 was allotted to Sri Roshanlal Kundra.
- Z. In the premises, the Vendor herein is absolutely seized and possessed of and sufficiently entitled to as an absolute owner thereof of ALL THAT two flats being Flat Nos. 3A and 3B admeasuring 1541 square feet and 1616 square feet built up area and each flat comprising of four bed rooms, three bath rooms, one balcony, one drawing cum dining room situate on the third floor of the building and one open car parking space No. 3AB and five covered car parking space as per plan attached with colour situate on the ground floor of the said ground plus five storied building situate lying at and being premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 and with the right to use the main entrance of the building, stair case and common areas of the building TOGETHER WITH impartible proportionate share in the land situate lying at and being premises No. 37/2, Dr. Suresh Sarkar Road,



Kolkata-700 014 more particularly mentioned in the First Schedule hereunder written free from all encumbrances, liens, lispendens, charges, mortgages, acquisitions, requisitions, whatsoever and howsoever and is enjoying the same without any obstructions, interferences whatsoever and howsoever.

AA. In the premises, the said Sri Roshanlal Kundra, the Vendor herein out of his allocation desirous to sell to the Purchasers herein ALL THAT one flat being Flat No. 3A situate on the third floor measuring 1541 square feet be the same a little more or less built up area comprising of four bed rooms, three bath rooms, one kitchen, one balcony, one drawing cum dining room and one covered car parking space No. 3A on the ground floor more particularly described in the Second Schedule hereunder written hereinafter referred to as the "said flat" and the "said car parking space" respectively and with the right to use the main entrance of the building, stair case and common areas of the building TOGETHER WITH impartible proportionate share in the land situate lying at and being premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 more particularly mentioned in the First Schedule hereunder written TOGETHER WITH all privileges, amenities mentioned hereunder free from all encumbrances, liens, lispendens, charges, mortgages, acquisitions, requisitions, whatsoever and howsoever and in vacant condition at and for a total consideration of Rs. 30,00,000.00 (Rupees Thirty Lakh) only with the understanding and arrangement that the Confirming Parties will sign the deed of conveyance relinquishing their right, title and interest in respect of the said flat and the said car parking space in favour of the Purchasers.

BB. Prior to execution and registration of this Indenture, the Vendor assures and represents the Purchasers as follows :

- a) The Vendor is absolutely seized and possessed of as an absolute owner of the said flat and the said car parking space and the Confirming Parties have agreed to sign this Indenture confirming the right of the Vendor.
- b) The Vendor has not entered into any agreement relating to the said flat and the said car parking space and/or encumbered parted with and/or dealt with the said flat and the said car parking space or any portion thereof in any manner whatsoever.
- c) Save and except the Vendor, nobody has entered into any arrangement and/or any agreement to purchase the said flat and the said car parking space.
- d) The said flat and the said car parking space are free from all encumbrances, liens, lispens, charges, acquisitions, requisitions, mortgage, road alignment whatsoever and howsoever.
- e) The Vendor will indemnify all losses, consequences and damages that may be suffered by the Purchasers relating to the title of the said flat and the said car parking space, nature, character, condition or in case any claim made any third party and/or relating to any affairs of the said flat and the said car parking space in any manner whatsoever and howsoever in nature.
- f) There is no legal bar or impediment to transfer the said flat and the said car parking space to the Purchasers.



- g) The said flat and the said car parking space free from all encumbrances, liens, lispens, charges, mortgages, acquisitions, requisitions attachments whatsoever and howsoever and all the allottees in terms of the agreement dated 17<sup>th</sup> May, 1995 and subsequent documents as aforesaid and all the allottees have got their allocations and their respective allocations have been mutually partitioned which was recorded in the registered deed of conveyance dated 8<sup>th</sup> July, 2002.
- h) The Vendor has complied with the terms and conditions of the agreement dated 17<sup>th</sup> May, 1995 and also in terms of the subsequent arrangement and/or agreement between the parties to the said agreement.
- i) The Vendor has paid all outgoings, taxes, dues, in respect of the said flat and the said car parking spaces and there is nothing due on any account whatsoever and shall pay upto the date of execution and registration of the deed of conveyance if anything found due.
- j) The flats of all the allottees/Purchasers including car parking spaces and other areas duly demarcated allotted handed over to the respective purchasers in terms of the agreement dated 17<sup>th</sup> May, 1995 and also in terms of the subsequent arrangement and/or agreement and registered documents between the Vendor and the Confirming Parties in respect of the said premises.
- k) The Vendor will execute all necessary documents as may be required for betterment of the title of the said flat and the said car parking space if required by the Purchaser.

- l) The construction of the said building has been made in accordance with the plan sanctioned by the Kolkata Municipal Corporation.
- m) The said property is not subject to any acquisition or requisition proceedings;
- n) The Vendor does not hold any vacant land within the meaning of Urban Land (Ceiling and Regulation) Act, 1978;
- o) There is no attachment either under Public Demand Recovery Act or under the Income Tax Act or under Wealth Tax Act in respect of the said property.
- p) The Vendor is legally competent to transfer the said flat and the said car parking space.
- q) The Vendor has not obtained any loan from any other Chit Fund or Banks or Financial Institutions in respect of the said flat and the said car parking space.
- r) There is no legal bar or impediment restraining the Vendor from transferring the said property and/or dealing with disposing off the said property in favour of the Purchasers.
- s) There is no tenant, occupant or claimant in respect of the said flat and the said car parking space in any manner whatsoever.
- t) The said flat and the said car parking space is not charged for any pendentility or debutter or wakf.



- u) There is no claim of K.M.D.A. and K.I.T. and/or any other authority or authorities and it is fit for equitable mortgage.
  - v) The said flat and the said car parking space is free from road alignment.
- CC. Relying on the aforesaid representations and assurances made by the Vendor and believing the same to be true and correct and acting on good faith, the Purchasers agreed to purchase the said flat and the said car parking space **TOGETHER WITH** impartible proportionate share in the land **TOGETHER WITH** the right to use and enjoy all common areas and facilities of the land and the building.
- DD. The Purchasers approached the Vendor to cause to be registered the deed of conveyance by the Vendor in respect of the said flat and the said car parking space **TOGETHER WITH** the undivided proportionate share in the land underneath the building comprised in the said premises and attributable to the said flat and the said car parking space and also **TOGETHER WITH** the proportionate share in the common parts and facilities comprised in the said building at and for a total consideration of Rs.30,00,000.00 (Rupees Thirty Lakh) only to be paid to the Vendor free from all encumbrances, charges, liens, lispendens, attachments, acquisitions, requisitions whatsoever and howsoever and in vacant condition.
- EE. At the request of the Purchaser the Vendor and the Confirming Parties agreed to execute and register the deed of conveyance in the manner stated hereunder.

**NOW THIS INDENTURE WITNESSETH THAT:-**

1. In pursuance of the said agreement and in consideration of the said sum of Rs. 30,00,000.00 (Rupees Thirty Lakh) only paid by the Purchasers to the Vendor on or before execution of these presents (the receipt whereof as well as by the receipt hereunder the Vendor admit and acknowledge) and the Vendor of and from the same and every part thereof release and discharge the Purchasers as also the said flat and the said car parking space, the Vendor doth hereby grant, convey, sale, transfer and assign and assure and the Confirming Parties confirm, relinquish in favour of the Purchaser **FIRSTLY ALL THAT** the undivided proportionate share or interest in the piece or parcel of land underneath the ground plus five storied building in which the said flat and the said car parking spaces is situated at the premises being Plot No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 more particularly and fully described in the First Schedule hereunder written **AND SECONDLY ALL THAT** one flat being Flat No. 3A situate on the third floor measuring 1541 square feet be the same a little more or less comprising of four bed rooms, three bath rooms, one kitchen, one balcony, one drawing cum dining room with one covered car parking space being No. 3A on the ground floor of the ground plus five storied building situate lying at and being premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 more fully and particularly described in the Second Schedule hereunder written and delineated in a map or plan annexed hereto and bordered "**RED**" hereinafter referred to as the "said flat and the said car parking space" respectively **AND THIRDLY ALL THAT** the proportionate right in common areas and common parts in the said building and also the right of free ingress in and egress out from the said flat and the said car parking space more fully and particularly described in the Third Schedule hereunder written situation of various properties hereby sold,



transferred and conveyed and hereinafter collectively referred to as the "said flat and the said car parking space" **TO HAVE AND TO HOLD** the said flat and the said car parking space unto the Purchasers absolutely and for ever free from all encumbrances, trusts, liens, lispendens, acquisitions, requisitions and attachments whatsoever subject to nevertheless to the easements or quasi-easement and other stipulations and provisions in connection with the beneficial use and enjoyment and/or occupation of the said flat and the said car parking space as set out in the Forth Schedule hereunder written excepting and reserving unto the confirming Party No. 1 and/or other persons deriving title from confirming Parties No. 1 to 5 such easement, quasi-easement and right and privileges mentioned in the Fifth Schedule hereunder written and subject to each restriction contained in the Sixth Schedule hereunder written and subject to payment of such common expenses mentioned in the Seventh Schedule hereunder written.

2. The Vendor doth hereby covenant with the Purchasers hereof as follows :

- a) The interest which the Vendor hereof doth hereby profess to transfer subsists and that the Vendor has good right full power and absolute authority and indefeasible title to grant, convey, transfer, assign and/or assure the said flat and the said car parking space hereby granted conveyed, transferred, assigned and/or assured unto the purchaser hereof in the manner aforesaid;
- b) It shall be lawful for the purchasers hereof ~~from time to time~~ and at all material times hereafter to enter into and upon and hold and enjoy the said flat and the said car parking space and to receive the rents issues and profits thereof without any interruption, hindrance, claims or demand or disturbance whatsoever or howsoever both at law and

in equity from or by the Vendor or any person or persons claiming through under or in trust for him ;

- c) The Vendor shall from time to time and at all material times hereafter upon every reasonable request and at the cost of the purchasers hereof make do acknowledge, execute and perform all such further and other lawful and reasonable acts, conveyances, matters and things whatsoever for better or more perfectly assuring the said flat and the said car parking space unto the purchasers hereof in the manner aforesaid as shall or may be reasonably required ;
  - d) The Vendor shall unless prevented by fire or some other inevitable accident from time to time and at all material times hereafter upon every reasonable request and at the cost of the purchaser hereof produce or cause to be produced to the purchaser hereof or his and/or other of their Attorney or agents at any trial commission examination or otherwise as occasion shall require all or any of the deeds, documents and writings in respect of the said flat and the said car parking space **AND** also shall at the like request and costs of the purchasers deliver to the purchasers hereof such attested or other copies or extracts of and from the said deeds and writings or any of them as the purchasers hereof may require and will in the mean time unless prevented as aforesaid keep the said deeds and willing safe unobliterated and uncanceled ;
3. **AND THE PURCHASERS** do hereby covenant with the Vendor as follows :-



- a) The Purchasers hereof so as to bind the Vendor for the time being of the said flat and the said car parking space and so that this covenant be for the benefit of the said building and other flats therein and every part thereof hereby covenants with the Vendor herein and owners of other flats and other portions comprised in the said building that the purchasers hereof and all other persons deriving title under this will at all times hereafter observe the restrictions set forth in the forth Schedule hereto ;
- b) The Purchasers hereof from the date of possession shall at all times hereafter regularly and punctually make payment of all corporation taxes, rates, impositions, levies and all other outgoings whatsoever including water taxes presently payable or which may hereafter become payable or be imposed in respect of the said flat and the said car parking space and until such time the said flat and the said car parking space are not separately assessed the Purchasers hereby agree to make payment of all proportionate share of such taxes impositions levies and outgoings to the Owners' Association herein or to the organisation or society formed for the maintenance of the said building in respect of the said flat and the said car parking spaces or the said premises regularly and punctually to the Owners Association or the organisation or the society formed herein;
- c) To keep the said flat and the said car parking space and other party wall sewers, drains pipes cables wires and in particularly (without prejudice to the generality of the forgoing) so as to shelter support and protect the parts of the building other than the said room;

- d) The Purchasers shall use the said flat for residential purpose and/or such other purposes as may be deemed by the flat owners' Association.
- e) To make payment and contribute towards the proportionate part of expenses and outgoings mentioned in the Seventh Schedule hereto;
- f) Permit the flat owners Association/Society herein and their and/or either of their survivors or agents with or without workman and others at all reasonable times on forty eight hours notice to enter into upon the said flat and the said car parking space or any part thereof for the purpose of repairing any part of the said building and for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good conditions sewers drains cables water courses gutter wires party structures or other conveniences belonging to or serving or use for the building and also for the purpose of laying down reinstating preparing testing drainage gas and water and electric wires and cables and for similar purposes;
- g) To keep the said flat and the said car parking space in good and substantial repair and (without prejudice to the generality of the form) as part of this sub-clause to keep the said flat and the said car parking space in good repair as necessary to form such support and protection to the other parts of the said building as they now enjoy ;
- h) To regularly and punctually without any deductions or abatement to make payment of the proportionate share towards maintenance expenses, in advance every month such share to be determined by the Owners Association/society or organization and after formation



of the Holding Organization and/or society formed for rendition of common service (hereinafter referred to as the "Holding Organization") by such Holding Organization in its absolute discretion. For the purpose of determining of such proportionate maintenance charges the total super built area comprised in the said building shall be the basis and such maintenance charges shall be paid by the purchaser within a week from the date of receipt of the bill from the Holding Organization or Society or other Association as the case may be.

- i) To keep the said flat and other party walls sewer drains pipes and entrances and main entrances exclusively serving the said flat in good condition.

4. **IT IS HEREBY FURTHER AGREED** between the Vendor, Confirming Parties and the Purchasers as follows: -

- a) That the undivided proportionate share in the said land herein the said flat and the said car parking space are situated and sold transferred conveyed granted and assured unto and in favour of the Purchasers hereof shall always remain impartible.
- b) The Purchasers shall not have any claim except in respect of the said flat and the said car parking space and the undivided proportionate share or interest in the land underneath the building and common parts, all open spaces including other parking space, as mentioned in the Third Schedule hereunder written excluding the covered area and portions of the ground floor of the said premises.

- c) It is hereby agreed that the purchasers have fully examined the structural stability of the said flat and the said car parking space and the building and have fully satisfied himself as to the structural stability of the said flat and the said car parking space, buildings and after execution of the deed of conveyance if for any reason any damage is caused to the pillar, beams, columns, foundation by the Purchaser or for any neglect on the part of the Purchaser or on the part of the other Purchasers or for any reason whatsoever, the Vendor hereof shall not be responsible and the Purchasers hereby agrees to keep the Vendor indemnified against all action suits and proceedings and costs charges and expenses ;
- d) The Purchasers have inspected sanctioned plan, all title deeds and documents and has satisfied with the title of the said land and has accepted the same after having been fully satisfied and undertakes not to raise any objection on any ground whatsoever in future with regard to the title of the said land, said flat and the said car parking space and the said building on any account and in any manner whatsoever;
- e) The Confirming Party Nos. 1 to 5 will abide by the covenants, conditions, obligations and enjoy the privileges of the deed of conveyance so far the same is applicable to them.
- f) The Confirming Party Nos. 1 to 5 assure, represent that the premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 is free from all encumbrances, liens, lispens, charges, acquisitions, requisitions, without any road alignment, attachment and the construction of the building has been made in accordance with the plan being No. 3(B-



VIII) dated 24<sup>th</sup> July, 1995 sanctioned by the Kolkata Municipal Corporation.

- g) In the said registered deed of conveyance dated 28<sup>th</sup> July, 2001 made between Smt. Alka Kundra, described therein as the Vendor of the First Part, Mr. Jalaluddin Biswas, described therein as the Purchaser of the Second Part and (1) Mr. Nesar Ahmed, (2) Smt. Manju Todi, (3) Sri Dindayal Todi, (4) Smt. Shakuntala Todi and (5) Sri Roshanlal Kundra, the Confirming Party Nos. (1) to (5), described therein as the Confirming Parties of the Third Part, in clause (4) (g) the allocation of Mr. Nesar Ahmed wrongly mentioned as the said Mr. Nesar Ahmed will be entitled to open parking space Nos. 1A, 1B, which should be 1AB (instead of 1A and 1B) 2A and two covered car parking spaces and six shop rooms which are demarcated in a map or plan annexed thereto and bordered "Violet" and it is recorded in the said registered deed of conveyance that Smt. Manju Todi was allotted one open car parking space No. 5B and one covered car parking space No. 5B and wrongly mentioned one room and one toilet (the said one room and one toilet is not there and wrongly gone down in the said registered deed of conveyance and which was never allotted to the said Smt. Manju Todi) and the aforesaid part is treated as the deed of rectification of the said registered deed of conveyance dated 28<sup>th</sup> July, 2001.
- h) It is recorded that as per the arrangement made between Sri Roshanlal Kundra, the Vendor herein and Smt. Alka Kundra, the Confirming Party No. 5 herein one covered car parking space which belong to the Confirming Party No. 5 was allotted to Sri Roshanlal Kundra.

- i) It is recorded that, the Vendor herein is absolutely seized and possessed of and sufficiently entitled to as an absolute owner thereof of ALL THAT two flats being Flat Nos. 3A and 3B admeasuring 1541 square feet and 1616 square feet built up area and each flat comprising of four bed rooms, three bath rooms, one balcony, one drawing cum dining room situate on the third floor of the building and one open car parking space No. 3AB and five covered car parking space as per plan attached with colour situate on the ground floor of the said ground plus five storied building situate lying at and being premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 and with the right to use the main entrance of the building, stair case and common areas of the building TOGETHER WITH impartible proportionate share in the land situate lying at and being premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 more particularly mentioned in the First Schedule hereunder written free from all encumbrances, liens, lispendens, charges, mortgages, acquisitions, requisitions, whatsoever and howsoever and is enjoying the same without any obstructions, interferences whatsoever and howsoever and the Confirming Parties jointly as well as severally confirm the aforesaid allocation of the Vendor and the Vendor will be at liberty to deal with dispose of the same in any manner whatsoever subject to the terms and conditions mentioned under this Indenture.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT ground plus five storied building constructed on the piece and parcel of land hereditaments and premises measuring 13 Cottahs 35 square feet be the same a little more or less situate lying at and being premises No. 37/2, Dr. Suresh



Sarkar Road, Kolkata-700 014, Police Station Beniapukur butted and bounded as follows that is to say :

- ON THE NORTH** : Dr. Suresh Sarkar Road, Kolkata ;
- ON THE EAST** : House of Dinanath Chatterjee ;
- ON THE SOUTH** : Common Passage and open space ;
- ON THE WEST** : Petrol Pump and premises No.118, Dr. Sundari Mohan Avenue, Kolkata ;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**ALL THAT** one flat being Flat No. 3A situate on the third floor measuring 1541 square feet be the same a little more or less built up area comprising of four bed rooms, three bath rooms, one kitchen, one balcony, one drawing cum dining room with one covered car parking space being No. 3A on the ground floor of the ground plus five storied building situate lying at and being premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 demarcated in a map or plan annexed hereto and bordered "RED" and with the use the main entrance of the building, stair case and common areas of the building **TOGETHER WITH** impartible proportionate share in the land situate lying at and being premises No. 37/2, Dr. Suresh Sarkar Road, Kolkata-700 014 more particularly mentioned in the First Schedule herein above written.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

(Common Areas and Facilities)

1. The entire land described in the first Schedule hereinbefore written including the underneath the building.
2. Entrance.
3. Stair cases.
4. The exclusive areas of any flat/unit/space and/or exclusively reserved for its use).
5. Generator room, lift room, water reservoir on the roof;
6. Water pipes and other common plumbing installations save only those are exclusively within and for use of any unit/flat.
7. Tube-well installations.
8. Water reservoir and tanks on the ground floor and on the terrace/roof.
9. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the building or the land as are necessary for passage to or user and occupancy of the flats areas, spaces in common with the co-sharers, and/or occupiers of the land and building or portions thereof whether at present or future to be constructed on the land or the building but excluding constructed area on the ground floor.



**THE FOURTH SCHEDULE ABOVE REFERRED TO :**

(Rights and privileges of the Purchasers)

1. The Purchasers shall be entitled to all rights privileges vertical and lateral easements, quasi-easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said flat together with usually held used occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified except and reserving unto the Vendor/Confirming Parties the rights easements, quasi-easements, privileges and appurtenances hereinafter more particularly set forth in the Third Schedule hereto.
2. The right of access in common with the Vendor and the Confirming Parties and/or other occupiers/owners of the said building at all times and for all normal purposes connected with the use and enjoyment of the staircase, tube-well of any, and electrical installations.
3. 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 flat in the said building. **PROVIDED ALWAYS** and it is hereby declared that nothing herein contained shall permit the purchasers or any person deriving title under or their or servants agents and invited to obstruct in any way by vehicles deposit of materials rubbish or otherwise the free passages of other person or persons including the Vendor entitled to such way as aforesaid along such drive way and path ways as aforesaid.
4. The right of protecting the said flat by or from all parts of the building so far as they now protect the same.

5. The right of passage in common as aforesaid electricity water and soil from and to the said flat through pipes drains wires and conduits lying or being in under though or over the said building and premises so far as may be reasonable and necessary for the beneficial occupation of the said flat for all purposes whatsoever.
6. The right with or without workmen and necessary materials for the purchaser to enter from time to time upon the other common parts of the said building and in the premises for the purposes of repairing so far as may be necessary the pipes drains wires and conduits aforesaid and for the purpose of rebuilding, repairing, repainting or cleaning any parts of the said flat on so far as such repairing or cleaning as aforesaid cannot be reasonably carried but without such entry and in all such cases upon giving forty eight hours previous notice in writing of his intention so to enter to the Vendor and/or other persons properly entitled to the same.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**

(The under mentioned rights easements and quasi easements, privileges and appurtenances shall be excepted out of the sale).

1. The right in common with the purchasers and/or other person or persons entitled to the other part or parts of the said building including its installations and other passages.
2. The right of passage in common with the purchasers and other person or persons as aforesaid of electricity, water and soil from and to any part (other than the said flat) of the other part or parts of the said building through pipes, drain, wires, conduits lying or being under though or over the said flat so far as may be reasonably necessary for the beneficial use



and occupation of the other portion or portions of the said building for all purpose whatsoever.

3. The right of protection for other portion or portions of the said building by all parts of the said flat so far as they now protect the same.
4. The right as might otherwise become vested in the purchase by means of structural alternations to the said flat otherwise in any manner tolerant or diminish the support at present enjoyed by other part or parts of the said building.
5. The right by the Confirming Parties and/or occupier or occupiers of other part or parts of the said building for the purpose of ingress and egress to and from such other part or parts of the said building, the front entrances, staircases, staircase, electrical installation open and covered space and other common passages or paths of the said building.
6. The right with or without workmen and necessary materials to enter from time to time and upon the said flat and the car parking spaces for the purposes of repairing so far may be necessary for ~~such pipes drains wires~~ and conduit as aforesaid provided always the Association/Committee of the flat owners of the said building and other person or persons shall give to the Purchaser a prior forty eight hour's written notice of its intent on for such entry as aforesaid.

**THE SIXTH SCHEDULE ABOVE REFERRED TO :**

(Restrictions imposed in respect of the said flat and the said open car parking spaces).

1. Not to do or permit to be done any act or thing which may render void or voidable any policy of Insurance for any flat or in any part of the said Building or any cause increase in the premium in respect thereof.
2. Not to throw dirt, rubbish or other refuses, wastes or permit the same to be thrown into the lavatories, cisterns or water or soil pipes in the said flat and the car parking spaces, garages, other areas.
3. No name writing, drawings, sign boards, plates or placards of any kind shall be put on in any window or on the interior or exterior of the said flat so that it is visible from outside the said flat.
4. No clothes or other articles shall be hung or exposed outside the said flat nor flower box or flower pits or like other objects shall be placed outside the said flat.
5. No mat shall be hung down out of the window of the said flat.
6. Not to put any articles of things in the common passage or in the common parts of the said buildings.
7. Not to decorate the exterior of the said flat otherwise than in the manner agreed to by a majority (in accordance with the area owned) of the flats comprised in the building (or falling such agreement) in the manner (as near may be) in which the same was previously decorated.



8. The Purchasers will and shall not injure, cut, damage any of the main walls, common passages and/or common sewers thus causing damage to the said six (ground plus five) storied building at the said premises.
9. The Purchasers shall not store in the said flat/garage/parking space/store room any goods of hazardous or combustible nature of which are too heavy to effect the construction or the structure of the said building or the insurance of the building.
10. The Purchasers shall not decorate the exterior of the said building otherwise than in the manner agreed by the architect or in a manner as near as may be in which it was previously decorated or which is not approved by the Owners Association.
11. The Purchasers shall not put on any neon sign or other Boards on the outside of the said flat without the consent in writing of the Holding Organisation.
12. The Purchasers shall not use the said flat as a Boarding House, guest House, Nursing Home, dispensary.
13. The Purchasers shall not deposit or permit to be deposited any rubbish in the stair-case or in any common part of the said building.
14. The Purchasers shall not allow or permit to be allowed to store any goods articles or things in the stair-case lobbies or other parts of the said building or any portion thereof or the landings or any part thereof.

15. The Purchasers shall observe and perform all rules, regulations or restrictions from time to time in force for the proper use and management of the said building.
16. The Purchasers shall not commit or permit to be committed any alterations or change in pipes, conduits cables and other fixtures and fittings serving the said building and the said flat without written approval of the Owners' Association.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO :**  
(Proportionate share of Common Expenses)

1. All costs of maintenance, operating replacing, repairing white washing, painting rebuilding, reconstructing, decorating, redecorating, lighting, running and repairing of lift, the common portions and also the outer walls of the building and parking spaces.
2. The salary of all persons employee for the common purposes.
3. Insurance premium for insuring the building, against earth-quake, fire, lightning, mob, damage, civil commotion etc.
4. All charges and deposits and for supplies of common utilities to the purchaser and the co-owners or the occupiers of the portions of the building.
5. Municipal taxes and other outgoings save those separately assessed on the Purchaser and the co-owners.



6. Costs of formation and operations of the Association of owners and/or the company.
7. All litigation expenses incurred for the common purpose.
8. The office expenses incurred for maintaining an office for common purposes.
9. All other expenses and outgoings as are deemed by the association/society/company or registered association/society/company.
10. The cost of decorating the exterior of the building will have to be shared by the Purchaser.
11. The costs of salaries of care takers, clerks, bill collectors.
12. Capital or recurring expenditure for replacement and/or any item comprised in the general common areas and facilities.
13. Capital or recurring expenditure for replacement and/or repair of such common utilities, other equipments whatsoever which are or may be installed in any portion of the said building will be borne by the occupants of the building of the purchasers.
14. Such other expenses as are deemed by the Association necessary or incidental for the maintenance and up-keep of the building and/or general common areas and facilities.
15. Sinking fund.
16. Expenses for mutation in the records of the Municipality.

17. Such other expenses which are deemed by the Association or by such society or association necessary or incidental for the maintenance and up-keep of the building and/or general common areas and facilities.

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

**SIGNED AND DELIVERED** by the *Roshan Tall Kundra*  
**VENDOR** at Kolkata in the presence

of :-

1. *D. Nisha*  
*SOCIA LHO 920012*
2. *Rasender Ghosh*  
*12/1, Old Post Office Street,*  
*2nd Floor,*  
*Kolkata - 700001.*

**SIGNED AND DELIVERED** by the *Rajendra Singh*  
**PURCHASERS** at Kolkata in the *Milton Bhow*

presence of :-

*Mani Bai Bai*  
*145A, Balindha Barani,*  
*Kolkata - 700073*  
*Anwar Sadaf*  
*Taragon, Dhuhjan, MS-8*

**SIGNED AND DELIVERED** by the  
**CONFIRMING PARTIES** at Kolkata  
in the presence of :-

*Rajendra Singh*  
*14A, Dutt St.*  
*18.01.20*

*Md. Mozammel Hossain*  
*Nutan, Loharpur,*  
*Sermanganj, MS-8.*

*Dindayal Jodi*  
*as Constituted Attorneys of*  
*Mangal Todi &*  
*Shaktantula Todi*  
*Dindayal Jodi*  
*Alka Kundra.*



RECEIVED from within named Purchaser within a total sum of Rs. 30,00,000.00  
(Rupees Thirty Lakh) only as per Memo of Consideration hereunder written: -

MEMO OF CONSIDERATION: -

RECEIVED from within named Purchasers within sum by  
four Demand Drafts being Nos. 489202, 489203, 489204  
and 489205 all dated 11<sup>th</sup> December, 2007 all drawn in  
favour of Roshanlal Kundra all drawn on State Bank of  
India, Dhulian Branch, Murshidabad amounting to  
Rs. 7,50,000.00 each aggregating to a total sum of

Rs. 30,00,000.00

Rs. 30,00,000.00

(Rupees Thirty Lakh) only

Roshan Lal Kundra.

WITNESSES:-

1. *Datta*  
Solicitor & Advocate.
2. Basudev Ghosh

DRAFTED BY:

*Datta*  
(D. MITRA),  
Solicitor & Advocate,  
12/1, Old Post Office Street,  
Second Floor,  
Kolkata-700 001.

TYPED BY :-

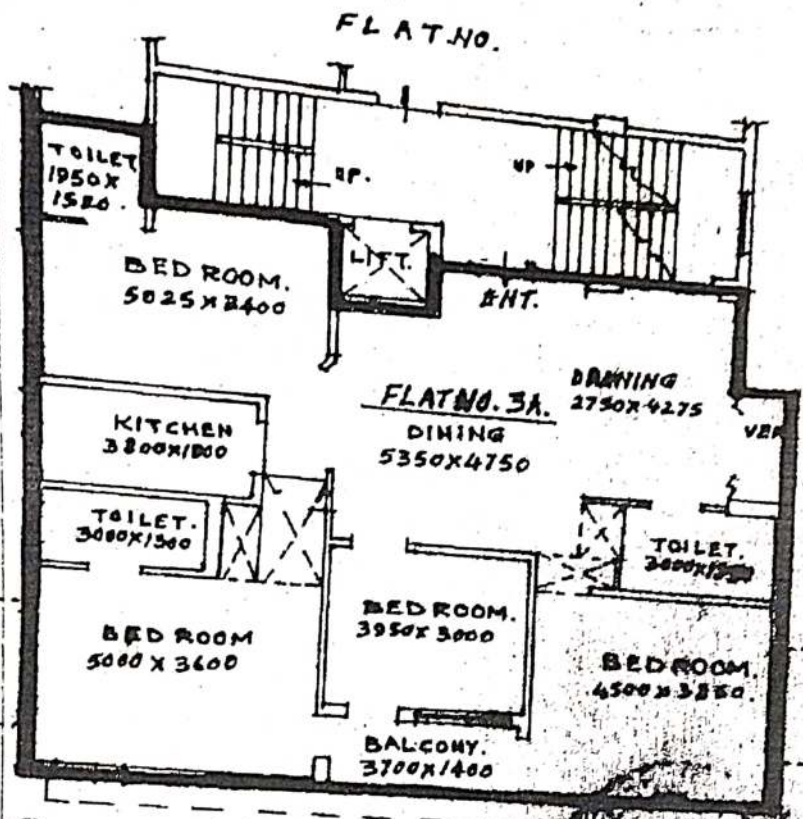
Basudev Ghosh.  
(BASUDEV GHOSH),  
12/1, Old Post Office Street,  
Second Floor,  
Kolkata-700 001.

1  
THIRD FLOOR PLAN OF FLAT NO-3A.  
AT PREMISES NO. 37/2, DR. SURESH SARKAR ROAD,  
SCALE 1:100  
KOLKATA-700 014.

BUILT UP AREA:- 1541 SFT.

VENDOR:- ROSHAN LAL KUNDRA.

PURCHASERS:- BAYRON BISWAS & ORS.



*Bayron Biswas Roshan Lal Kundra*  
*Bayron Biswas Dindayal Jodi is*  
*constituted Attorney of*  
*Manju Tori & Ors*  
*Chakraborty Tori*  
*Dindayal Jodi*  
*Alka Kundra.*

4A



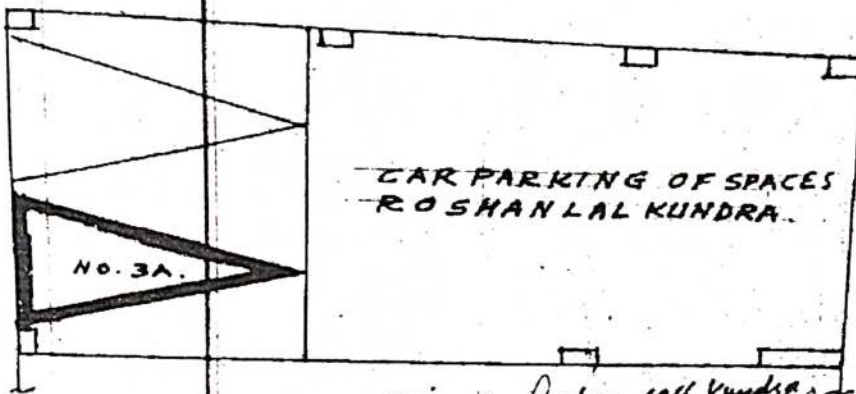
GROUND FLOOR PLAN OF CAR PARKING SPACES  
AT PREMISES NO. 37/2, DR. SURESH SARKAR ROAD,

SCALE 1:100

KOLKATA-700 014.

VENDOR:- ROSHAN LAL KUNDRA.

PURCHASERS:- BAYRON BISWAS & ORS.



*Signature of Roshan Lal Kundra*

*Milton Biswas*

*Dindayal Jodi*  
*as constituted Attorney of*  
*Megha Todi*  
*Shilpa Todi*  
*Dindayal Jodi*  
*Kundra*

*NOTARY PUBLIC*  
*AT KOLKATA*

# SPECIMEN FORM FOR TEN FINGERPRINTS

PHOTO

|            |               |             |               |             |               |
|------------|---------------|-------------|---------------|-------------|---------------|
|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
| Left Hand  |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand |               |             |               |             |               |



*Agarwal, Shri*

|            |               |             |               |             |               |
|------------|---------------|-------------|---------------|-------------|---------------|
|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
| Left Hand  |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand |               |             |               |             |               |



*Milton Bhatia*

|            |               |             |               |             |               |
|------------|---------------|-------------|---------------|-------------|---------------|
|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
| Left Hand  |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand |               |             |               |             |               |

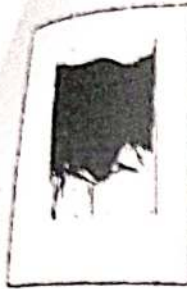


*Rohan Lal Khosla*

|            |               |             |               |             |               |
|------------|---------------|-------------|---------------|-------------|---------------|
|            | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
| Left Hand  |               |             |               |             |               |
|            | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |
| Right Hand |               |             |               |             |               |



# SPECIMEN FORM FOR TEN FINGERPRINTS



*Prindal Gode*

|            |               |             |               |             |               |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
| Right Hand | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |



*Alka Kundra*

|            |               |             |               |             |               |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
| Right Hand | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |



PHOTO

|            |               |             |               |             |               |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
| Right Hand | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |



PHOTO

|            |               |             |               |             |               |
|------------|---------------|-------------|---------------|-------------|---------------|
| Left Hand  | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
| Right Hand | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |

14891  
207-2

=====

DATED THIS 14<sup>th</sup> DAY OF December, 2007

=====

BETWEEN  
MR. ROSHANLAL KUNDRA  
 + ..... VENDOR  
AND  
MR. BAYRON BISWAS & ANR.  
 ..... PURCHASERS  
AND  
SMT. MANJU TODI & ORS.  
 ..... CONFIRMING PARTIES

DEED OF CONVEYANCE

MR. D. MITRA,  
 SOLICITOR & ADVOCATE,  
 SECOND FLOOR,  
 12/1, OLD POST OFFICE STREET,  
KOLKATA-700 001.



Book- I,Page form- 1 to 46

Deed No- 190114691,

Deed Year- 2007.



Digitally signed by DEBASIS PATRA  
Date: 2019.02.27 12:53:26 +05:30  
Reason: Digital Signing of Deed.

Certified to be a true Copy

(Debasis Patra) 27-02-2019 12:53:25  
Additional Registrar of Assurances-I, Kolkata  
West Bengal.



*Mr 7.12.21*  
**CHECKED BY**

*San*  
Additional Registrar of  
Assurances-I, Kolkata

*07/12/21*