

GOUTAM BISWAS, all are sons of Late Charu Chandra Biswas, all are by faith Hindu, by occupation service, residing at E - 1/1, Ramgarh, Post - Naktala, Police Station - Jadavpur, Kolkata - 700 047, presently residing at Januganja, P.O. - Madhabnagar, P.S. - Bhadrak (I), District - Bhadrak, hereinafter jointly called and referred to as "VENDORS" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include their heirs, executors, administrators; legal representative/representatives and assigns) represented by their "Constitute Attorney".

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SRI BADAL KRISHNA SAHA, son of Sri Kanai Lal Saha, by faith Hindu, by profession Business, of the FIRST PART;

AND

MRS. SAMRAGNI SHAH, wife of Mr. Monaj Kumar Shah, by occupation Business, by faith Hindu, residing at A-94, Baghajatin, Post Office – Jadavpur, Police Station – Jadavpur, Kolkata – 700 092, hereinafter referred to and called as the <u>"PURCHASER"</u> (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include her heirs, executors, administrators, legal representatives and assigns) of the SECOND PART;

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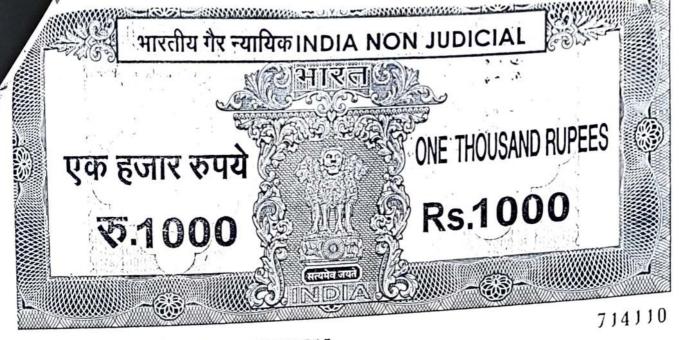
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AND

M/S CONSTRUCTIVE CONSTRUCTION, having its office at 2/222, Sree Colony, Post Office – Regent Estate, Police Station – Jadavpur, Kolkata – 700 092, represented by its sole proprietor SRI BADAL KRISHNA SAHA, son of Sri Kanai Lal Saha, by faith Hindu, by occupation Business, residing at 2/222, Sree Colony, Post Office – Regent Estate, Kolkata – 700 092, hereinafter referred to and called as the "DEVELOPER/CONFIRMING PARTY" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include his heirs, executors, administrators, legal representatives and assigns and successor or successorsin-office) of the THIRD PART;



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WHEREAS by virtue of 4 (four) Deed of Gift duly registered separately before the office of the Addl. Sub-Registrar of Alipore, South 24 – Parganas, and recorded the same in Book No. 1, Volume No. – 12, Pages 173 to 176, being no. 944, in the year 1992, in Book No. 1, Volume No. – 10, Pages 189 to 192, being no. 723, in the year 1992, in Book No. 1, Volume No. – 10, Pages 281 to 284, being no. 746, in the year 1992 and in Book No. 1, Volume No. – 12, Pages 177 to 180, being no. 945, in the year 1992 in favour of Sri Bir Pratap Biswas, Sri Debi Pratap Biswas, Sri Shib Pratap Biswas and Sri Goutam Biswas respectively;



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AND WHEREAS by virtue of the said four Deed of Gift Sri Bir Pratap Biswas, Sri Debi Pratap Biswas, Sri Shib Pratap Biswas and Sri Goutam Biswas became the absolute owner of the land measuring more or less 1 (one) Cottah 8 (eight) Chittacks 12 (twelve) Sq. Ft., 1 (one) Cottah 10 (ten) Chittacks 38 (thirtyeight) Sq. Ft., 1 (one) Cottah 7 (seven) Chittacks 6 (six) Sq. Ft. and 1 (one) Cottah 12 (twelve) Chittacks 15 (fifteen) Sq. Ft. i.e. total land measuring more or less 6 (six) Cottahs 9 (nine) Chittacks 35 (thirty five) Sq. Ft. lying and situated at C.M.C. premises No. 87/12/296-E, Raja Subodh Chandra Mallick Road, Mouza – Naktala, J.L. No. 32, recorded as E.P. No. 178, S P No. 229, E.P. No. 229/3, in C. S. Dag No. 327(P), 343(P), 344(P), under Police Station Jadavpur, allotted by the R.R.R. Dept. Govt. of West Bengal in favour of the Vendors hereinabove.

AND WHEREAS the said (1) SRI BIR PRATAP BISWAS, (2) SRI SHIB PRATAP BISWAS, (3) SRI DEBI PRATAP BISWAS and (4) SRI GOUTAM BISWAS, the Vendors herein then possess their individual land and all have mutually agreed to amalgamate their 4 (four) plots of land and made those plots into a single unit from the Kolkata Municipal Corporation for their better living on the total area of land measuring more or less 6 (six) Cottahs 9 (nine) Chittacks 35 (thirtyfive) Sq. Ft. mentioned hereunder in FIRST SCHEDULE.

AND WHEREAS (1) SRI BIR PRATAP BISWAS, (2) SRI SHIB PRATAP BISWAS, (3) SRI DEBI PRATAP BISWAS and (4) SRI GOUTAM BISWAS hereinabove referred to as <u>VENDORS</u> seized and possessed of otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring 6 Cottahs 9 Chittacks 35 Sq. Ft. more or less lying and situated at C.M.C. premises No. 87/12/296-E, Raja Subodh Chandra Mallick Road, Mouza – Naktala, J.L. No. 32, recorded as E.P. No. 178, S P No. 229, E.P. No. 229/3, in C. S. Dag No. 327(P), 343(P), 344(P), under Police Station Jadavpur, within the limits of Kolkata Municipal Corporation within Ward No. 100.

AND WHEREAS after seized and possess the said total land the Vendors herein mutated their name in the office of the Kolkata Muhicipal Corporation and paying taxes and enjoying the said property free from all encumbrances, without having any interruption from any corner and assessed by numbered 21-100-08-0781-7 and known as Premises No. 87/12/296-E, Raja Subodh Chandra Mallick Road, Kolkata – 700 047, under Police Station Jadavpur, under Ward No. 100, P.S. – Kasba, which is morefully described in FIRST SCHEDULE hereunder.

AND WHEREAS (1) Sri Bir Pratap Biswas, (2) Sri Shib Pratap Biswas, (3) Sri Debi Pratap Biswas and (4) Sri Goutam Biswas all are jointly hereinabove referred to as <u>VENDORS</u> thereafter with due intention of development of the said property by constructing a multistoried building thereon, due to paucity of fund they jointly entered into a Development Agreement on 28th day of June, Two Thousand Two with the above named concern mentioned hereinbefore as Developer and duly Notarised the same and thereafter submitted a projected building plan before the Kolkata Municipal Corporation and got the sanctioned vide No. 422 dt. 28.03.2003.

AND WHEREAS (1) SRI BIR PRATAP BISWAS, (2) SRI SHIB PRATAP BISWAS, (3) SRI DEBI PRATAP BISWAS and (4) SRI GOUTAM BISWAS the Vendors herein execute one General Power of Attorney in favour of Sri Badal Krishna Saha and duly registered the same before the Registaring Officer, Bhadrak and entered into Book No. IV, Volume No. 92, Pages 149 to 158 Being No. 73, in the year 2002.

AND WHEREAS the said (1) SRI BIR PRATAP BISWAS, (2) SRI SHIB PRATAP BISWAS, (3) SRI DEBI PRATAP BISWAS and (4) SRI GOUTAM BISWAS, the Vendors herein empowered Sri Badal Krishna Saha, to do or perform all or any of acts, deeds and things mentioned hereunder in respect of the said land which is morefully described in FIRST SCHEDULE hereunder.

AND WHEREAS the Developer and/or Constitute Attorney, herein construct one multistoried building on the said land according to the building plan passed by the concern authority at his own cost.

AND WHEREAS while seized and possessed of the aforesaid property, the Developer and/or the Constitute Attorney of the Vendors herein entered into an Agreement for sale dated 30th April, 2006 with the Purchaser herein with a view to sale out one residential flat vide no. 4A, on the Third floor, measuring more or less 1498 Sq. Ft. super built up

area, North - South - West Corner TOGETHER WITH the proportionate undivided interest or share on the land ALONG WITH all proportionate rights on all common areas and facilities of the building morefully described hereinbelow in the SECOND SHEDULE along with 120 sq. ft. at or for the total consideration of Rs. 14,98,000.00 (Rupees Fourteen Lakhs Ninety Eight Thousand) only for the said residential flat and Rs. 1,00,000.00 (Rupees One Lakh) only for one Garage space i.e. the total sum of Rs. 15,98,000.00 (Rupees Fifteen Lakhs Ninety Eight Thousand) only and under other terms and conditions mentioned thereon.

AND WHEREAS by virtue of the said Agreement for sale dated 30th April, 2006 the Purchaser has paid a sum of Rs. 2,40,000.00 (Rupees Two Lakhs Fourty Thousand) only in Cash at the time of execution of the said Agreement for sale, to the Developer and/or the Constitute Attorney towards the total consideration of the said flat mentioned in the SECOND SCHEDULE hereinafter written and rest of the consideration value shall be paid prior to the execution of Deed of Conveyance.

AND WHEREAS in the said Agreement for sale dated 30th April, 2006 the Developer and/or the Constitute Attorney agreed to execute and register a proper Deed of Conveyance in favour of the Purchaser herein conveying the ownership, right, title and interest of a residential flat vide no. 4A, on the Third floor, measuring a super built up 1498 Sq. ft. area TOGETHER WITH the proportionate undivided interest or share on the land along with all proportionate rights on all common areas and facilities of the building mentioned in the SECOND SCHEDULE hereinafter written.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

THAT in pursuance of the said agreement the sum of Rs. 2,40,000.00 (Rupees Two Lakhs Fourty Thousand) only has already been paid by the Purchaser to the Developer and/or the Constitute Attorney out of the total consideration amounting to Rs. 15,98,000.00 (Rupees Fifteen Lakhs Ninety Thousand) only, and rest of the consideration money shall be paid by the Purchaser prior to execution of these presents (the receipt whercof the Constitute Attorney of the Vendors and/or the Developer admit and acknowledge the same and release and discharge the Purchaser from the payment of the total consideration amount and every part thereof) and the Developer and/or the Constitute Attorney do hereby grant, convey, transfer and assigns and assure unto the Purchaser free from all encumbrances one independent complete flat vide no. 4A, on the Third floor, measuring a super built up area of 1498 Sq. Ft. on the building constructed on the land mentioned in the FIRST SCHEDULE hereunder written TOGETHER WITH the proportionate share of land ALONGWITH the right to use and enjoy all the common space including stair and roof, described in SECOND SCIEDULE hereinaster written TOGETHER WITH stair, landings, lobbics, tubewell, entrance, compound spaces, gates, drains, sewers, sanitary and water pipes, water pump, tank, common paths or ways and passage ALLONGWITH some other rights and obligations of the Purchaser mentioned in the THIRD. FOURTH AND FIFTH SCHEDULE hereinafter written AND THAT the estate, right, title and interest and other TOGETHER WITH all deeds, pattahs and muniments of title exclusively relating to or convey in the said flat where the Developer and/or the Constitute Attorney granted, transferred or conveyed, the said flat TOGETHER WITH proportionate share of land ALONG WITH all rights on common space in favour of the Purchaser in which the purchaser shall hold, possess and enjoy the said flat absolutely and forever with right to transfer the said flat by way of sale, gift, mortgage, lease whatsoever and to receive the rents and profits and thereof

without any lawful eviction interruption, claims and demand whatsoever from or by the Developer and/or the Constitute Attorney or Principle and/or any person or persons lawfully or equitably claiming from under or in trust for the Developer and/or the Constitute Attorney absolutely exonerated discharged, saved, harmless and kept indemnified against any person lawfully or from under or in trust for the Developer and/or the Constitute Attorney and all persons having lawfully or equitably claiming any estate or interest in the said flat or the said land or any part thereof, then the Developer and/or the Constitute Attorney shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute and all such acts, deeds and things whatsoever necessary by which the Purchaser shall be able to use and enjoy the said flat absolutely and forever in the manner aforesaid. Henceforth, the Purchaser shall pay proportionate share of rates and taxes if the said land and flat to the Government of West Bengal and Local Municipal Authority. The Purchaser has further agreed to have the flat registered under the West Bengal Apartment Ownership Act or any other similar Act ALONG WITH other flat owners and comply with all terms and conditions specified in various Schedule hereinafter written.

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FIRST SCHEDULE

ALL THAT piece and parcel of amalgamated land total measuring more or less 6 Cottahs 9 Chittacks 35 Sq. Ft. lying and situated at lying and situated at C.M.C. premises No. 87/12/296-E, Raja Subodh Chandra Mallick Road, Mouza – Naktala, J.L. No. 32, recorded as E.P. No. 178, S P No. 229, E.P. No. 229/3, in C. S. Dag No. 327(P), 343(P), 344(P), under Police Station Jadavpur, within the limits of Kolkata Municipal Corporation within Ward No. 100 TOGETHER WITH the newly constructed Ground plus Three Storied Building standing

thereon more specifically the said premises assess by the Kolkata Municipal Corporation being no. 21-100-08-0781-7 and the aforesaid property is butted and bounded as follows :-

ON THE NORTH : Colony Rond (C.M.C); ON THE SOUTH : S.P. 230; ON THE EAST : Colony Road (C.M.C); ON THE WEST : E.K Land;

SECOND SCHEDULE

ALL THAT piece and parcel of the self-contained residential flat, being flat No. 4A, on the Third Floor of the building containing super built up area about 1498 Sq. Ft., facing on North-South-West, consisting of Four Bed Rooms, Two Dining - Cum living Room, Two Kitchens, One Varandah, Four Toilets along with one Car Parking space measuring more or less 120 Sq. Ft. TOGETHER WITH undivided proportionate share of land situated C.M.C. premises No. 87/12/296-E, Raja Subodh Chandra Mallick Road, Mouza - Naktala, J.L. No. 32, recorded as E.P. No. 178, S P No. 229, E.P. No. 229/3, in C. S. Dag No. 327(P), 343(P), 344(P), under Police Station Jadavpur, within the limits of Kolkata Municipal Corporation within Ward No. 100, attribute to the said flat ALONGWITH common areas and facilities mentioned herein below.

TOGETHER WITH undivided interest or share on the land ALONG WITH all proportionate rights on all common areas and facilities of the building together with the benefits, rights and liberties and common user of the drains, plumbing and sanitary fittings and connection and TOGETHER WITH fittings common user, the main load bearing separating and common walls in and around of the said complete

flat TOGETHER WITH usual casements, rights and liberties of unobstructed user the entrance door or gate on the ground floor ingress and ingress from the public road to the said property and stair case and landing upto the final roof of the building as well as rights, privileges, facilities, easements contained in the Schedule of rights set out in the <u>THIRD SCHEDULE</u>.

THE THIRD SCHEDULE ABOVE REFERRED TO (PURCHASER'S RIGHTS AND OBLIGATIONS)

- That the Purchaser shall have full complete and unfettered right of user in common with the other owners and/or occupiers of the different flat the stair case alongwith landing thereon and thereunder or gate abutting on the public road in the Ground Floor of the said property for the purpose of egress and ingress and carrying on bringing in or taking out of the said flat all goods, chattal, pipes and furniture and any other movable items.
- 2. That subject to the restrictions and reservations hereinafter containing, the Purchaser shall have full and absolute right of user in common with the other owners/occupiers of the said property, of the main drainage, water supply system and connections including the pipe lines and also the water reservoir and connections.
- 3. That the Purchaser shall have the right of obtaining telephone connections to the said flat and for this purpose the Purchaser shall have the right of digging inserting and dividing plug and supporting clamps in all portions of the said property PROVIDED ALWAYS that the Purchaser shall restore forthwith such cut out or excavation at their own costs and expenses.

4. That the Purchaser shall have proportionate right on the roof of the said property for the purpose of maintaining and repairing of the overhead tank thereof and other purposes as the Purchaser shall think, fit and proper without creating any disturbance to other co-owners.

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- 5. That the Purchaser shall have the right of creating any maintaining repairs or white washing or painting of the door and windows of the said flat in any part of the said property and such scaffolding as does not cause any nuisance or permanent inconvenience to the other occupiers/owners of the said property.
 - 6. That the Purchaser from time to time and at all times hereby agree to contribute and pay proportionate share towards the costs and expenses of service taxes and impositions and other out goings and the said amount is variable according to the needs of the circumstances, and market trends. The Purchaser shall regularly and month by month make payment of the aforesaid sum without any variation as may be hereinafter fixed as aforesaid individually and/or collectively.
 - 7. That the Purchaser shall in additions pay separately any other taxes and/or impositions as may be levied in respect of the said flat. So, it be mentioned that proportionate maintenance charges for the flat will be paid regularly by the Purchaser as long as society are not formed for maintenance of the building.
 - 8. That the Purchaser shall have right to mutate their names as owners of the said flat in the records of the Govt. and/or Local Municipal Authority and/or have the said flat separately numbered and assessed for taxes and the Vendors and/or Developer/Constitute Attorney shall whenever required by the Purchaser give

4. That the Purchaser shall have proportionate right on the roof of the said property for the purpose of maintaining and repairing of the overhead tank thereof and other purposes as the Purchaser shall think, fit and proper without creating any disturbance to other co-owners.

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CONTRACTOR OF STREET

- 5. That the Purchaser shall have the right of creating any maintaining repairs or white washing or painting of the door and windows of the said flat in any part of the said property and such scaffolding as does not cause any nuisance or permanent inconvenience to the other occupiers/owners of the said property.
- 6. That the Purchaser from time to time and at all times hereby agree to contribute and pay proportionate share towards the costs and expenses of service taxes and impositions and other out goings and the said amount is variable according to the needs of the circumstances, and market trends. The Purchaser shall regularly and month by month make payment of the aforesaid sum without any variation as may be hereinafter fixed as aforesaid individually and/or collectively.
- 7. That the Purchaser shall in additions pay separately any other taxes and/or impositions as may be levied in respect of the said flat. So, it be mentioned that proportionate maintenance charges for the flat will be paid regularly by the Purchaser as long as society are not formed for maintenance of the building.
- 8. That the Purchaser shall have right to mutate their names as owners of the said flat in the records of the Govt. and/or Local Municipal Authority and/or have the said flat separately numbered and assessed for taxes and the Vendors and/or Developer/Constitute Attorney shall whenever required by the Purchaser give

- Electrical wiring, motors and fittings excluding those installed for any particular unit / flat.
- 5. Drainage, sewerage, safety tank and rain water pipe.

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6. Such other parts, areas, equipments, installations, fixtures, fittings, covered and open space in or around the said building or necessary for passage to or use and occupancy of the unit / flat or units / flats in common of the building.

THE FIFTH SCHEDULE ABOVE REFERRED TO

- 1. The expenses of administration, maintenance, repairs, replacement of the common parts and equipments and accessories common areas and facilities including white washing, painting and decorating the exterior portions of the said building the boundary walls, entrance the stair case the landings, the gutters, rain water pipes, motor pump, tubewell, water tank, and pipes electrical wiring and installations, sewers and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the purchaser or co-purchasers or other occupiers thereof.
- 2. The costs of cleaning, maintaining and lighting the main entrance passages, landings, stir cases and the parts of the building as enjoyed or used in common by the occupiers of the said building.
- 3. The salaries of Caretaker, Sweepers, Chowkiders, Plumbers and Electricians etc.
- Municipality and other taxes both owners and occupiers and other levies and outgoings etc.

- 5. Insurance of the building against earthquake, fire, mob and civil commotion.
- All electricity charges payable in common for the common portions of the said building.
- The cost of working, repairing, replacement and maintenance of the pumps, tubewell and other plumbing works including all other service tenders in common to all occupiers.

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

SIGNED AND DELIVERED by the parties at Kolkata in presence of :-

i) Shamilin Walder.

5/5 J.N. Ghosh Road

2. Swapen Rey Somespur-

for and on behalf of SRI BIR PRATAP BISWAS SRI SHIB PRATAP BISWAS SRI DEBI PRATAP BISWAS SRI GOUTAM BISWAS

Bdal Krishna Saha

SRI BADAL KRISHNA SAHA as Constitute Attorney

Samagri Sheh.

PAN- AUBPS BAOOK

SIGNATURE OF THE PURCHASER

dal Kouschna Saha Proprietor

SIGNATURE OF THE DEVELOPER

DRAFTED BY: dulkuarten ANIL KUMAR DAS "Prantik Apartment", 3rd Floor, Krishnenn " Krishnapur, Samarpally, Kolkata - 700 102

SPECIMEN FORM FOR TEN FINGERPRINTS

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MEMO OF CONSIDERATION

RECEIVED of and from the withinnamed Purchaser the withinmentioned sum of Rs. 15,98,000.00 (Rupees Fifteen Lakhs Ninety Eight Thousand) only being the consideration money payable by the Purchaser to me under these presents.

 On 30.04.2006 in Cash
On 22.08.2006 by Banker's Cheque/Augslip being no. 003468 dt. 22.8 Total:

(Rupees Fifteen Lakhs Ninety Eight Thousand) only

WITNESSESS:

1. Shandh Holder

2. Sampan Ro

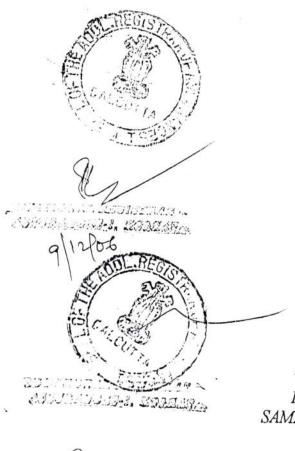
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as Constituted Alternat

SIGNATURE OF THE DEVELOPER/CONSTITUTE ATTORNEY DATED THIS 22nd DAY OF AUGUST, 2006

BETWEEN

SRI BADAL KRISHNA SAHA CONSTITUTE AT TORNEY



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AND

MRS. SAMRAGNI SHAH PURCHASER

DRAFTED BY:

SRI ANIL KUMAR DAS ADVOCATE "PRANTIK APARTMENT" BC – BLOCK, 3RD FLOOR, SAMARPALLY, KRISHNAPUR, KOLKATA – 700 102