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Certified that the Document is admitted to registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-III, Kolkata

Additional Registrar of Assurances III Kolkata

28 MAR 2018

DEED OF SALE

**DEED OF SALE**

**THIS DEED OF SALE** is made on this 28<sup>th</sup> Day of March, Two Thousand and Eighteen (2018).

**B E T W E E N**

**STANDARD PHARMACEUTICALS LIMITED, (PAN No. AADCS9018E)** a company within the provisions of the Companies Act, 1956, having its Registered Office at 27, Mirza Ghalib Street, P.O. & P.S.- Park Street, Kolkata-700-016, being represented by its Lawful constituted attorney **SRI MADAN MOHAN MALL (PAN- AJNPM5103G)**, son of Sri Man Mohan Mall, by faith-Hindu, by occupation- Business, both residing at DL- 41, Salt Lake, Sector- II, P.S.- Bidhan Nagar, District- North 24 Pargana(s), Kolkata-700091 through Deed No. 190301258 for the year 2018 recorded in Book No.- IV, Volume-1903-2018, pages 38867 to 38897, hereinafter referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the context mean and include its executors, administrators, legal representatives, successors-in-office and assignors) of the **FIRST PART;**

**AND**

**PUSHPPALKI REALITY PVT. LTD. (PAN - AAHCP2783P)**, a company within the provisions of the Companies Act, 1956, having its Registered Office at 216, Mahatma Gandhi Road, Kolkata-700 007, P.S.- Burrabazar, P.O.- Posta, District- Howrah, represented by its Director **SRI MADAN MOHAN MALL (PAN- AJNPM5103G)**, son of Sri Man Mohan Mall, DL-41, Salt Lake, Sec-2, P.O. & P.S.- Bidhannagar, District- North 24 Parganas, Kolkata-700091

hereinafter referred to as the **"DEVELOPER/CONFIRMING PARTY**(which expression shall unless excluded by or repugnant to the context mean and include its executors, administrators, legal representatives, successors-in-office and assignors) of the **SECOND PART**;

**A N D**

**MR. RAMESH KUMAR BAGRI (PAN - AGUPB4561B)** son of Late Chagan Lal Bagri, by faith-Hindu, by occupation- Business, residing at 201-B, M.G.Road P.O. Burrabazar, P.S.- Bowbazar, District- Kolkata - 700007 hereinafter referred to as the **"PURCHASER"** (which expressions shall unless excluded by or repugnant to the context be deemed to include its successors, successors-in-interest and assigns) of the **THIRD PART**;

**WHEREAS:**

- A.** One Standard Pharmaceuticals, an associate Company of Ambalal Sarabhai Enterprises Limited was the Owner of the said premises. The said Standard Pharmaceuticals merged with the said Ambalal Sarabhai Enterprises Limited by orders of the Hon'ble Calcutta High Court as well as the Hon'ble Gujarat High Court and all properties, assets and liabilities etc. stood transferred to Ambalal Sarabhai Enterprises Limited and Standard Pharmaceuticals became a division of the said Ambalal Sarabhai Enterprises Limited. By a registered Deed of Conveyance dated 21<sup>st</sup> August, 1997 and registered with the Registrar of Assurances the said premises was sold, transferred and conveyed to the **FIRST PARTY** herein. The said document was entered into Book

No.1, Volume No. 106, Pages 309 to 322 Being No. 4324 for the year 1999.

- B.** Standard Pharmaceuticals Ltd, the First Party herein, became the absolute Owner of the property admeasuring 900 cottah, more or less, situated at the premises no. 1, D'cruze Garden Lane, Srerampur, Hooghly by virtue of the above referred registered Deed of Conveyance and thereafter it mutated its name in the record of Srerampur Municipality and has been paying the rates and taxes regularly to the Srerampur Municipality.
- C.** Susequently a Scheme of Rehabilitation & Merger was passed by the Hon'ble Bench of BIFR on June 2003, which allowed the merger of the subsidiaries namely Opec Innovation Ltd. With **STANDARD PHERMACEUTICAL LIMITED** and the Hon'ble Bench and Govt. of West Bengal allowed the company to sell and develop its Land in Serampur & Kolkata for the revival of the units.
- D.** The First party/Owner wished to develop a portion of the Land and submitted a plan to the authorities for dividing its entire property into 5 portions for the purpose of the development and the same was accepted by the office of the Municipal Councilors and the Land was divided as follows upon payment of requisite charge and mutation fees vide Letter No. 1141/A/7-17 dated 31.10.2014.

**E.** The parties have decided to develop the Premises Nos. 1/A, Decruze Garden Lane, Sreerampore, District : Hooghly, 1/B, Decruze Garden Lane, Sreerampore, District : Hooghly 1/C, Decruze Garden Lane, Sreerampore, District : Hooghly 1/D and Decruze Garden Lane, Sreerampore, District : measuring 82.6 cottahs, 78 cottahs, 127.6 cottahs, and 89.6 cottahs respectively hereinafter collectively referred to as the "said premises" and more fully described in Schedule "A" hereto for commercial exploitation.

1A, D'cruze Garden Lane having area of	82.6 Cottahs
1B, D'cruze Garden Lane having area of	78 Cottahs
1C, D'cruze Garden Lane having area of	127.6 Cottahs
1D, D'cruze Garden Lane having area of	89.6 Cottahs

**F.** The First Party on being satisfied about the credentials of the Developer wish to engage the Developer as the developer of the said premises for commercial exploitation and on certain terms and conditions, The Owner and The Developer have been agreed upon by and between the parties for development and disposal of the Said Premises which have been reduced to writing in a Development Agreement which was registered in the office of A.R.A. - III, Kolkata, and recorded in book no.1, Volume No. 1903-2017, Page No. 63136 to 63183 being Deed no.190301974 for the year of 2017 .

**G.** A plan for construction of residential building on premises Nos. 1/A, Decruze Garden Lane, Sreerampore, District : Hooghly, 1/B, Decruze

Garden Lane, Sreerampore, District : Hooghly 1/C, Decruze Garden Lane, Sreerampore, District : Hooghly and 1/D Decruze Garden Lane, Sreerampore, District : Hooghly has already been sanctioned by the Sreerampore Municipality being building permit Nos. 399, 427, 428 and 429 of 2014-15, serial no of B.O.C. - 8 dated 28.11.2014.

H. The Purchaser in need of comfortable and suitable accommodation, approached the **Developer/Third Party** for purchasing a self-contained residential Flat admeasuring **1859 Sq.ft** on the **3<sup>rd</sup>** floor including super built up area together with Lift Facility being **Flat No. 3A** on the **3<sup>rd</sup> Floor** of **Block No.- B** of **Building No. 3** and after being satisfied, the Developer Agreed to sell said flat to the **PURCHASER** in consideration of **Rs. 36,46,000/- (Rupees Thirty Six Lacs Forty Six Thousand) only** being the highest market price and to avoid all kind of difficulties, hardships, misunderstanding and/or ambiguity, the parties herein have already entered into an **AGREEMENT FOR SALE** in respect of the **SEVENTH SCHEDULE** mentioned flat .

**AND WHEREAS**, the Purchasers herein has verified and accepted the title of the Vendor and being satisfied with the same he has interested to purchase **ALL THAT** piece and parcel of Flat being the **Building No 3, Flat No. 3A** on **Third Floor** of **Block- B** at the said premises containing a super built up area of **1859 sq. ft.** more or less along with undivided proportionate share of land comprised only in the building

consisting of seven block [each block consisting of (G+4) floor **A N D** also the proportionate share in the Common Parts and Portions therein morefully and particularly described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided variable share in the land underneath the building more fully described in the **SEVENTH SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided variable share in the common parts and common all rights of the apartments of the building more fully described in the **THIRD SCHEDULE** hereunder written and also rights of easement and appurtenant thereto at a total consideration price of **Rs. 36,46,000/- (Rupees Thirty Six Lacs Forty Six Thousand) only;**

**AND WHEREAS,** the Purchasers herein coming to know the said desire of the Vendor proposed to purchase the said Flat for the price of **Rs. 36,46,000/- (Rupees Thirty Six Lacs Forty Six Thousand) only** which is morefully and particularly mentioned and described in the **SIXTH SCHEDULE** hereunder written and both the parties herein entered into an Agreement for Sale and the Purchasers herein paid an advance money and as per the terms of the said Agreement for Sale the Purchasers herein ultimately has paid the balance consideration money to the Vendor herein and the Vendor herein wish to execute Deed of Sale in respect of the **SEVENTH SCHEDULE** mentioned Property in favour of the Purchasers herein and hence this Deed.

**NOW THESE INDENTURE WITNESSETH** that in pursuance of the said Agreement and in consideration of **Rs. 36,46,000/- (Rupees Thirty Six Lacs Forty Six Thousand) only** paid by the Purchasers to the Developer (the receipt of which the Developer hereby acknowledges) as per the **Memo of Consideration** described more fully in **SIXTH SCHEDULE** below the Vendor doth hereby sell, grant, transfer, convey, assign and transfer by way of sell, unto the Purchasers forever **ALL THAT** piece and parcel of Flat being **Flat No. 3A** on **Floor- Third** of **Block- B** at the said premises containing a super built up area of **1859 sq. ft.** more or less along with undivided proportionate share of land comprised only in the building consisting of seven block (each block consisting of **G+4** floor) **A N D** also the proportionate share in the Common Parts and Portions therein morefully and particularly described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided variable share in the land underneath the building more fully described in the **FIRST SCHEDULE** hereunder written **TOGETHER WITH** proportionate undivided variable share in the common parts and common all rights of the apartment of the building more fully described in the **SECOND SCHEDULE** hereunder written and also rights of easement and appurtenant thereto described in the **THIRD SCHEDULE** and proportionate undivided interest in the limited common areas and facilities as defined by the statute prevailing as on this date, and as listed in the Third schedule below **AND TOGETHER** with all appurtenances belonging to or in any



way appertaining to or with the same or any part thereof usually held, occupied, enjoyed or reputed or known as part or member thereof or be appurtenant thereto alongwith proportionate undivided share in land (and the said Flat and other common areas, facilities and amenities etc. are hereinafter referred to as the Said Flat ) and all the estate, right, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever of the vendor into and out of and upon the said Flat or any part thereof **TO HAVE AND TO HOLD** the said Flat from hereby granted and sold or intended so to be with it and every of its right, members and appurtenances unto and to the use and benefit of the Purchasers forever to be held as heritable, transferable and immovable property within the meaning of the law in force for the time being subject to the rules, regulations and bye laws of the condominium/Association of the Flat Owners in the whole building and also subject to the payments of all rents, taxes, easements, rates, dues and duties now chargeable upon the same which hereafter become payable in respect thereof to the Government of West Bengal or any other concerned Authority or any other concerned Authorities **AND** subject to the condition that the said Flat will be used only for **Residential Purpose AND** free from all encumbrances, charges, liens, lispendens, attachments, acquisitions and requisitions by the Government or any Government Agency or others and all other liabilities whatsoever **SUBJECT NEVERTHLESS** to the easements and quasi easements and other stipulations or provisions in connection

with the beneficial use and enjoyment of the said Flat and excepting and reserving unto the Vendor and the other Flat owners and occupiers and in the said building such easements or quasi easements and other rights and privileges also subject to the Purchasers' covenant to bear and pay his proportionate share of common expenses to the Association/Society/Company formed by the owners/occupiers of the flats of the said building for maintenance of the said building shall cover the interests, easements, quasi easements, exceptions, reservations and privileges of the flat owners/occupiers only.

**AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:**

1. **THAT** the Vendor has in itself good right full power and absolute authority to grant, convey, transfer, assign and assure the said Flat hereby sold, granted, conveyed, transferred, assigned, assured and expressed so to be unto and to the use of the Purchasers absolutely in the manner aforesaid free from all encumbrances and liabilities whatsoever;

2. **AND THAT** the Purchasers shall and may at all times hereafter peaceably and quietly enter into, hold, occupy, possess and enjoy exclusively the said appurtenances and receive the rents, issues, incomes and profits thereof and every part thereof for his own use and benefits without any suit, lawful eviction, interruption and claims and demands whatsoever from or by the Vendor or any person or persons

claiming under it or in trust for it or lawfully claiming any estate, right or interest whatsoever at law in the said Flat hereby granted, sold or expressed so to be freely and clearly and absolutely and forever released and discharged or otherwise by the Vendor and well and sufficiently saved, kept harmless and indemnified from or against all former and other estates, titles, charges and encumbrances whatsoever had made, executed, occasioned or suffered by the Vendor or any other persons lawfully claiming or claiming under or in trust for the Vendor;

3. **AND THAT** the Vendor shall from time to time and at all times hereafter, at the request and cost of the Purchasers, do and execute all such further and other lawful acts, deeds, things, matters, conveyances, assurances in law whatsoever for the better, further and more perfectly and absolutely granting the said Flat granted and sold unto and to the use of the Purchasers in the manner aforesaid as by the Purchasers shall be reasonably required.

4. **AND THAT** the said land (as described in the First and Second Schedule below) are not attached to any proceedings connected with the Department of Income Tax, Wealth Tax, Gift Tax or otherwise and no certificate has been filed in the Office of the Certificate Officer under the provisions of the execution of any Certificate at Public Demand Recovery Act and no steps has been taken in execution of any Certificate at the instance of the said Departments.

5. **AND THAT** the Purchasers shall be entitled to sell, gift, transfer, mortgage, lease, rent, assign or otherwise deal with the said Flat

alongwith the undivided proportionate share of land and right of common passages and spaces and portions and amenities etc. hereby acquired in the manner as the Purchasers shall think fit and proper subject to the terms and conditions laid down herein without any consent or objection of the other Flat owners or the Vendor, who has acquired right, title and interest similar to that of Purchasers or who might acquire the same in future.

6. **AND THAT** each Flat constitutes a single residential unit transferable and heritable as such, but shall not be partitioned or divided as such.

7. **AND THAT** the percentage of the proportionate undivided interest shall remain unaltered at all points of time and the same shall always remain impartible and indivisible and the flat owners shall be entitled to that as per the provisions of the West Bengal Apartment Ownership Act, 1972;

8. **AND THAT** the Vendor hereby declares that the building situated on the property described in the First Schedule has been constructed as per the provisions of the West Bengal Apartment Ownership Act, 1972, as amended upto date.

9. **AND THAT** the Vendor hereby declares that the building situated on the property described in the First Schedule has been constructed as per the provisions of the West Bengal Apartment Ownership Act, 1972, as amended up to date and in due compliance of the Building Rules, 1991 of concerned Authority and it also duly followed the provisions

therein in the matter of compliance and delivery of possession of the Flat .

10. That the Vendor doth hereby affirm and declare that it duly observed and strictly complied with all statutory rules and regulations of the West Bengal Apartment Ownership Act, 1972, building rules and all statutory provisions so far as applicable for the development, construction and delivery of possession to the Purchasers.

**AND THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDOR, AND/OR THE OWNERS OF THE OTHER FLATS IN THE SAID BUILDING AS FOLLOWS:**

1. **THAT** the Purchasers shall abide by the bye laws, regulations etc. of the Association of the flat owners in the said building and shall bear and pay all the common expenses, such as proportionate share of tax till the Flat are separately assessed, proportionate cost of maintenance, repair, replacement of the common areas of the building, e.g. outer walls, stair case, lobby, entrance, terrace, landing, structure, rain water pipes, water tank and reservoir, plumbing, electrical wirings, drainage, common parts of the fixtures, cleaning expenses, security expenses, service charges etc.

2. **AND THAT** the Purchasers shall use the Flat for residential purpose only.

3. **AND THAT** the right of the Purchasers shall remain restricted to the said Flat and undivided proportionate share of the land and properties

appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and the common spaces/ parts/ portions/ amenities/ conveniences.

4. **AND THAT** the cost of maintaining, replacing, repairing, white washing, painting and decorating the main structure and particularly the common portions of the roof terrace and structure of the building, rainwater pipes, water tanks, motor pumps, tube well, gas pipes, electrical wires, sewerages, drains, transformers and all other common parts of the fixtures, fittings and equipment in, under or upon the building enjoyed or used in common by the Purchasers and the occupiers thereof, shall be borne by the said Society, Association or Company.

5. **AND THAT** the Purchasers shall get supply of water from the joint overhead tank.

6. **AND THAT** the Purchasers shall be liable and agrees to make payment of the proportionate share of maintenance and Service charges regularly and punctually to the said Society, Association or Company on and from the date of taking possession of the property.

7. **AND THAT** if the Purchasers fail to pay the service charges or the charges for consumption of electricity regularly to the said Society, Association or Company, the electric and/or water supply connection to his Flat may be disconnected.

8. **AND THAT** as long as the separate electric meter of the Purchasers is not installed he shall consume electricity from the joint meter and

shall pay the charges including meter rent and other allied charges on the basis of reading from a sub-meter installed at her cost.

9. **AND THAT** in the event of any capital expenditure for repair, maintenance etc. for common purpose of the Purchasers shall be liable to make payment of his proportionate share as shall be determined by the said Society, Association or Company.

10. **AND THAT** the Purchasers shall be liable to pay the Municipal Taxes, Rates and other outgoing of the like nature in respect of his Flat in full.

11. **AND THAT** the Purchasers shall have the absolute right to mutate his name in the records of Serampore Municipality and the concerned Settlement Office and shall pay the taxes in respect of his Flat to be separately assessed by the Authorities. So long as the Flats of the building are not separately assessed for the tax purpose, the Purchasers shall pay to the Vendor a proportionate share of the said taxes in respect of his Flat in the said building. Such apportionment shall be made by the Vendor in consultation with the Purchasers on the basis of the area purchased by the Purchasers.

12. **AND THAT** the Vendor shall appoint a Caretaker to look after the building and its common parts till the said Society, Association or Company takes charge of the building. Till that point of time, the flat owners will pay an amount fixed by mutual arrangement to the Vendor for looking after the building and its common parts, if necessary.

13. **AND THAT** the Purchasers shall permit the Vendor or its authorized agent with or without workmen, to enter into the Flat at all reasonable time on notice to check view or examine the state or condition thereof and also for cleaning/ repairing and/or maintenance of the sewers, drain pipes, rain water pipes, electric cables etc.

14. **AND THAT** the Purchasers shall not cause or to be caused the common areas and spaces to become dirty and shall not accumulate or throw dirt, refuse, garbage, rubbish in the said Flat or in the common areas or spaces.

15. **AND THAT** the Purchasers shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or cause disturbance and annoyance to the other Flat owners;

16. **AND THAT** the Purchasers shall not add or demolish any material structure or excavate any additional basement and for doing such things the unanimous consent of the other flat owners in the building should be obtained first;

17. **AND THAT** the Purchasers shall not display any hoardings, placards or signboards on the terrace of the said unit or anywhere else in the said premises. It is also made expressly clear here by that in no event the Purchasers shall be entitled to put any permanent apparatus or thing protruding outside the outermost wall of the said building.



18. **AND THAT** the Purchasers shall keep the internal portions of the said Flat in good and sound conditions so as to support and protect the other parts of the building.

19. **AND THAT** the Purchasers shall not use stove or "chulas" in the stairs or in the common parts and shall not allow smoke to spread in the other parts.

20. **AND THAT** the Purchasers shall not be permitted to fix, install or run any plant and machinery in anywhere in the said Flat save and except air- conditioner or other electrical appliances for domestic use.

21. **AND THAT** the Purchasers shall have right to use and enjoy all the common areas, spaces, amenities, convenience and services etc. as described in the **SECOND SCHEDULE** below, equally with the other flat owners.

22. **AND THAT** the Purchasers shall have his name mutated in the records of the concerned Authority and that of the Settlement in respect of the Flat on the force of the Deed.

23. **AND THAT** the Purchasers shall have no claim and or right of any nature or kind over in respect of the terrace and the roof of the said building and the vendor shall have the right to make additional stories or put additional structures on the roof and or terrace as may be permitted by the concerned Authority or any other competent Authority and such properties shall be the properties of the vendor hereto which will entitle to determine the use thereof and also be entitle to dispose it of in any manner they like and that the Purchasers shall not be entitled

to raise any objection or put up any claim of any nature or obstruction thereto and towards that Purchasers hereby accords her irrevocable consent;

24. The Purchasers hereby confirm, assure and affirm that he will not put any obstruction of any nature whatsoever or howsoever on the construction that may be made by the Vendor in case of further sanction is given by the Serampore Municipality on the said Premises and selling the space to any party on construction or otherwise the Purchasers is neither entitled to nor eligible in any manner whatsoever to any right or interest in or on any subsequent sanction that may be given by the Serampore Municipality or construction made on the basis of the said sanction on the said premises the Vendor shall have the exclusive right over all future construction on the basis on any future sanction by the Serampore Municipality.

25. The Purchasers shall also not object to the gifting of a part of the road side portion of the said premises (16 meters to 25 meters) by the Vendor to the Public Works Department, Government of West Bengal for widening the road and the Purchasers hereby confirm, assure and affirm that she has consented to such gifting to Public Works Department, Government of West Bengal and to any other authority.

26. Notwithstanding what has been stated elsewhere in this Deed of Conveyance it is made abundantly clear that the right title and interest of the Purchasers is confined only to the said Unit and for the specific car/two wheelers parking space if the same is allotted to the Purchasers

and the Vendor is entitled to sale and/or dispose of all other portions of the said premises to any third party at its sole discretion and to which the Purchasers under no circumstances shall be entitled to raise any objection therefor.

**FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** residential building on premises 1/B, Decruze Garden Lane, Sreerampore, District : Hooghly over an area admeasuring 78 cottah within Serampore Municipality.

**NORTH** : Building No. 1 and Block C.  
**SOUTH** : Building No. 5 and Block A.  
**EAST** : Rail Line.  
**WEST** : Internal Road boundary wall and Land of Owner.

**SECOND SCHEDULE ABOVE REFERRED TO**

(Common Parts: Common to the Co-owners of each block of the Housing Complex)

1. Staircase, lobby and landings of white cement terrazzo/mosaic/natural stone flooring having windows with standard section of aluminum/steel and glass panes with stair cover on the ultimate roof.
2. Electrical wiring in copper conductors and fittings and fixtures for lighting the staircase lobby and landings and operating lift and other electrical installations.
3. 1 No. 4 passengers lift of reputed make in each block as per requirement.

4. Overhead tank with distribution pipes there from connecting to different Units and from the underground water reservoir to the overhead tank.
5. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the Housing Complex.
6. Ultimate Roof of each block for use by the occupants of the Housing Complex.

#### PART - II

1. Paths, passages and driveways in the Housing Complex other than those reserved for parking of motor car/two wheelers or marked by the **DEVELOPER** exclusive to any Unit or Co-owner.
2. Transformer, electrical sub-station and their accessories and distribution cables, if provided for supply of electricity in the Housing Complex and room, if any, in the ground floor.
3. Electrical installations with main switch and meter room, if any required.
4. Drains and sewers from the Housing Complex to the Corporation drains.
5. Stand by diesel generator set, its panel and accessories and room, if any, for installing the same.
6. Water Pump with motor and underground water reservoir in the premises with water distribution pipes to the overhead tank of