

## **DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** made this 6<sup>th</sup> day of December in the year Two Thousand and Eighteen (2018)

### **B E T W E E N**

#### **A) LAND OWNERS:**

- (1) SRI DHANANJAY KUMAR BERA** (PAN: AEGPB5827E, AADHAAR No.950441306407), Son of Late Sitaram Bera, by faith: Hindu, by nationality: Indian, by occupation: Service, at present residing at: Village Sahapur, Post & P.S. – Kolaghat, District.: Purba Medinipur, Pin Code: 721134;
- (2) SRI NANDADULAL BERA** (PAN: AHUPB3809R &

AADHAAR No.214556146795), Son of Late Sitaram Bera, by faith: Hindu, by nationality: Indian, by occupation: Business, residing at: Village & Post Office: Goura, Police Station: Daspur-2, District.: Paschim Medinipur, Pin Code: 721146; **(3) SRI SOUMENDRA NATH BERA** (PAN: BUEPB7962B, AADHAAR No.875102853371), Son of Late Nemai Chandra Bera, by faith: Hindu, by nationality: Indian, by occupation: Business, residing at: Village & Post Office: Goura, Police Station: Daspur-2, District.: Paschim Medinipur, Pin Code: 721146 ; **(4) SRI SOURIN BERA** (PAN: BFUPB7979F & AADHAAR No.621938218990), Son of Late Nemai Chandra Bera, by faith: Hindu, by nationality: Indian, by occupation: Service, residing at: Village & Post Office: Goura, Police Station: Daspur-2, District.: Paschim Medinipur, Pin Code: 721146; hereinafter jointly called and referred to as the **FIRST PARTIES/LAND OWNERS/OCCUPIERS** (Which expression shall unless excluded by or repugnant to the Context be deemed to mean and include all their respective legal heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART.**

**AND**

**B) DEVELOPER:**

**M/s. SOVA REAL ESTATE LLP**, a Limited Liability Partnership Firm incorporated under the Registrar of Companies, West Bengal under the Ministry of Corporate

Affairs, Government of India, being **LLP Identification No. AAE3783, PAN ACVFS7385K** having registered office at Avanti Villa, Village - Sahapur, Post Office - Kolaghat, Police Station – Kolaghat, District – Purba Medinipur, Pin Code – 721134, being represented by three partners viz. Mr. Dhananjoy Kumar Bera, son of Late Sitaram Bera Mr. Arindam Bera, son of Dhananjoy Kumar Bera and Dr. Mrs. Debasmita Chattaraj Bera, wife of Sri Sreerup Chattaraj and daughter of Dhananjoy Kumar Bera, hereinafter jointly and severally called and referred to as the **SECOND PARTIES/ BUILDERS/ DEVELOPER** (Which expression shall unless excluded by or repugnant to the Context be deemed to mean and included their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**

**AND**

**C) BUYER:**

**Sri Achintya Santosh Bhaumik** (PAN:BBLPB2374P, AADHAAR No.512613315962), **S/o Sri Santosh Kumar Bhaumik**, by faith Hindu, Citizen of India, by occupation business having permanent resident at Village-Nijampur, Post- Balakrouth, P.S. Daspur-2, Dist. Paschim Medinipur-721146, hereinafter called and referred to as the **“PURCHASER”** (which terms or expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

**WHEREAS** Sitaram Bera was the recorded owner and possessor in respect of the Schedule property in Mouza: Sonamui, which he purchased from different persons along with other properties in Mouzas: Goura and Lakshman Chawk, which he partly purchased and mostly inherited from his father, Late Jiban Krishna Bera in different Dags and Khatians and mutated his name before the Office of B.L. & L.R.O., Daspur-2 No. Block, Sub-division: Ghatal, Dist. Paschim Medinipur and by paying Taxes and Dakhilas to the concern authorities

**AND WHEREAS** during possession of Sitaram Bera, he executed a Registered Deed of Gift in favour of his three sons namely (1) Nimai Chandra Bera; (2) Dhananjay Kumar Bera; (3) Nanda Dulal Bera and his three grandsons namely (4) Subrangshu Bera; (5) Sudhangshu Bera & (6) Bivangshu Bera, all Sons of Kalachand Bera (eldest son of Late Sitaram Bera), which was duly registered at: Daspur Sub-Registry Office, Dist-Paschim Medinipur, being no.: 262 of 2003, wherein three sons of Sitaram Bera got 1/4 share each and the grandsons of Sitaram Bera jointly got the rest *i.e.* 1/4 share.

Be it mentioned here that, during lifetime of Sitaram Bera, his son Nemai Chandra Bera married to Tripti Bera and out of the said wedlock two sons, namely Soumendra Nath Bera and Sourin Bera were born, and after demise of Tripti Bera, Nemai Chandra Bera married second time to

Chhanda Bera and out of the said wedlock, two sons were born namely Shib Shankar Bera and Siddhartha Bera.

**AND WHEREAS**, after demise of Nemaï Chandra Bera, his second wife Chhanda Bera gifted out 50% of her proportionate share of properties in Mouzas: Sonamui, Goura and Lakshman Chawk, inherited from Late Sitaram Bera through her Late Husband, Nemaï Chandra Bera to her Two sons namely Shib Shankar Bera and Siddhartha Bera, recorded in the Office of Daspur Sub-Registry Office, Dist.: Paschim Medinipur, vide Book no.: I, Volume no.: 23, Pages: 4292 to 4305, being no.: 7625 for the year 2009. Similarly, Chhanda Bera gifted out the rest 50% of her above inherited proportionate of share of properties to her Two Stepsons namely Soumendra Nath Bera and Sourin Bera, recorded in the Office of Daspur Sub-Registry Office, Dist.: Paschim Medinipur, vide Book no.: I, Volume no.: 23, Pages: 4306 to 4319, being no.: 7626 for the year 2009.

**AND WHEREAS** after demise of Sitaram Bera, his entire estate devolved among his sons and grandsons and for peaceful enjoyment of their respective share, they executed a Mutual Partition Deed, which was duly registered at: Addl. Registrar of Assurance-III, Kolkata, recorded in Book no.: I, CD Volume no.: 11, Pages: 2014 to 2042, being no.: 05607 for the year 2013.

**AND WHEREAS** according to the aforesaid Partition Deed,

the Owner no.: 1 got total 10.688 (Ten point six eight eight) Decimal of land, comprised on Dag no.:1007, 1014, 1080, 1081 and 1082, appertaining to Khatian no.: 937, in Mouza: Sonamui under Goura Gram Panchayet, within the jurisdiction of Daspur Sub-Registry Office, Police Station: Daspur-2, Dist. Paschim Medinipur and other properties in different Mouzas, Dags and Khatians. Out of the above land 0.400 Dismal in plot No.1014 and 2.000 Dismal in plot No.1080 are kept for his own other use and the balance **8.288** (Eight point two eight eight) Dismal is offered for this housing project.

**AND WHEREAS** the Owner no.: 1 seized and possessed of or otherwise well and sufficiently entitled to right, title, interest and possession of the said land free from all encumbrances, charges, attachments, etc.

**AND WHEREAS** according to the aforesaid Partition Deed, the Owner no.: 2 got 13.688 (Thirteen point six eight eight) Decimal of land, comprised on Dag no.: 1006, 1007, 1014, 1081, 1082 and 1089, appertaining to Khatian no.: 950, Mouza: Sonamui under Goura Gram Panchayet, within the jurisdiction of Daspur Sub-Registry Office, Police Station: Daspur, Dist. Paschim Medinipur and other properties in different Dags and Khatians. Owner No.2 also possessed additional 1.000 Dismal land in plot no.1081 & 1082 in the same Sonamui Mouza by way of exchange of land in other plots no. 1075, 1077 & 1078 in the same Sonamui Mouza

from his nephews Sri Soumendra Nath Bera & others vide Deed No. 100806598 dated 17-08-2016 registered in Book-I volume no. 1008-2016, pages from 113221 to 113236 in the office of Additional District Sub-Registrar, Daspur. Now out of these total possessed 14.688 Dismal land in Mouza Sonamui, 0.400 Dismal in plot No.1014 and 4.000 Dismal in plot No.1080 are kept for his own other use and the balance **10.288** (Ten point two eight eight) Dismal is offered for this housing project.

**AND WHEREAS** the Owner No.: 2 seized and possessed of or otherwise well and sufficiently entitled to right, title, interest and possession of the said land free from all encumbrances, charges, attachments etc.

**AND WHEREAS** according to the aforesaid Partition Deed, the Owner no.: 3 & 4 are joint owners of **3.982** Decimal of land in Mouza: Sonamui, on Dag no.:1005, 1081, 1082 and 1089, appertaining to Khatian no.: 385/1 and 718, Mouza: Sonamui under Goura Gram Panchayet, within the jurisdiction of Daspur Sub-Registry Office, Police Station: Daspur, Dist. Paschim Medinipur and other properties in different Mouzas, Dags and Khatians.

**AND WHEREAS** the Owner no.: 3 & 4, jointly seized and possessed of or otherwise well and sufficiently entitled to right, title, interest and possession of the said land free from all encumbrances, charges, attachments etc.

**AND WHEREAS** in view of the above the Owner Nos. 1 to 4 above-named are the owners of their aforesaid respective plots of land adjacent to each other total measuring **22.558** (Twenty Two Point Five Five Eight) Decimal more or less situate and lying at Mouza: Sonamui, J.L No. 86, Khatian No. 937, 950, 385/1 and 718, and Dag No. 1005, 1006, 1007, 1080, 1081, 1082 and 1089 within the local limit of Goura Gram Panchayet, under Police Station: Daspur-2, Dist.: Paschim Medinipur, as more fully described in the First Schedule hereunder written free from all encumbrances etc.

**The Developer, SOVA REAL ESTATE LLP** possessing proper techno-commercial experience and knowledge in the field of such civil construction was entrusted to build and develop the "**Sitaram Arcade & Srihari Market**" Commercial cum residential building on the aforesaid property and thus all the above stated four Land Owners entered into a Development Agreement with **SOVA REAL ESTATE LLP on 28<sup>th</sup> October 2016**, which was duly registered in the Office of the Additional District Sub-Registrar, Daspur, Paschim Medinipur, recorded in Book No.I, Volume No.1008-2016, pages from 135468 to 135503, Being No. 100808143 for the Year 2016 for construction of multistoried building in the said property as per sanctioned Plan and Design.

**AND WHEREAS** Dr. Mrs. Debasmita Chattaraj Bera, one of the three partners of the developer firm, **SOVA REAL ESTATE LLP**, being



engaged in her Medical Profession as a Doctor finds little time to devote in the day to day functioning of the LLP firm and to attend various Govt. Offices including office of the Registers and as such has appointed her father Sri Dhananjay Kumar Bera as her true and lawful Attorney to do, act, perform and cause to be done and perform, to represent her and to act for her with power of doing such acts and deeds on her behalf for the said SOVA REAL ESTATE LLP firm, before all Government, Statutory, Local and other Authorities and also Courts and Tribunal with regard to or in connection with the Schedule "A" property and to sign and execute on her behalf all documents and papers or deeds of agreements, deeds of Sale for executing/accomplishing any portion of the Schedule "A" & Schedule "B" property and as such executed a General Power of Attorney on 11<sup>th</sup> September 2017, which was duly registered in the Office of Purba Medinipur District Sub-Registry Office, at Tamruk, Purba Medinipur and had been recorded in Book No. IV, Volume No. 1101-2017, pages from 1364 to 1374, Being No. 110100105 for the Year 2017.

**AND WHEREAS** Sri Nandadulal Bera, Land Owner No.2, Sri Soumendra Nath Bera, Land Owner No.3 and Sri Souring Bera Land Owner No.4, along with Sri Sibsankar Bera and Sri Sidharth Bera, other two land owners for certain extended portion of the project under process, being engaged in their respective own business / service find little time to devote in the day to day functioning of the Development/Construction jobs and to attend various Govt. Offices including office of the Registers and as such has appointed **Sri Arindam Bera, one of the Partners of SOVA REAL ESTATE LLP FIRM, as their true and lawful Attorney to do**, act, perform and cause to be done and perform, to

represent them and to act for them with power of doing such acts and deeds on their behalf for the development of the project, before all Government, Statutory, Local and other Authorities and also Courts and Tribunal with regard to or in connection with the Schedule "A" property and to sign and execute on their behalf all documents and papers or deeds of agreements, deeds of Sale for executing/accomplishing any portion of the Schedule "A" & Schedule "B" property and as such executed a General Power of Attorney on 16<sup>th</sup> August 2018, which was duly registered in the Office of the Additional District Sub-Registry Office, at Daspur, Paschim Medinipur and had been recorded in Book No. IV, Volume No. 1008-2018, pages from 1451 to 1472, Being No. 100800131 for the year 2018.

**AND WHEREAS** the land owners already obtained approval of the building plan for construction of Basement+G+4 residential cum commercial building on the said plots of Bastu Property, comprising several self-contained flats in 6 Blocks, styled "A", "B", "C", "D", "E" & "F" blocks and several Shops/Office spaces of different sizes, Basement Car Parking other spaces, which are particularly described in Schedule "B", by Goura Gram Panchayet after technical vetting by the Panchayet and Rural Development Department in Zila Parisad, Paschim Medinipur vide their memo No.820/1(3)/Purta dated 16-03-2017.

**WHEREAS** the Developer cum Seller is the Owner/Authorized Seller of ALL THAT a **Shop No-G12** on the **Ground Floor (North side beside East of Northern**

side Stair case) of the “**Sitaram Arcade & Srihari Market**” marked in the Drawing and Brochure, measuring about **-183 Sqr. ft.** little more or little less arrived after final measurement, being the carpet area consisting of one shop-room together with undivided proportionate and impartible share and/or interest in the walls, common corridor, stairs, lift and land underneath the said building along with common rights, facilities and amenities thereto at premises in Plots No. 1005, 1006, 1007, 1080, 1081, 1082 & 1089 of J.L. No. 86, Mouza-Sonamui, under Goura Gram Panchayet, Post- Goura, P.S. – Daspur-2, Paschim Medinipur-721146.

**AND WHEREAS** the Developer cum Seller entered into an **Agreement dated 12<sup>th</sup> May 2017** with the Buyer to sell the **Schedule “C”** mentioned property at a considerable price of **Rs.7,500/= (Rupees Seven Thousand Five Hundred) only** per square feet measuring **183 square feet** little more or little less of **carpet area**, along with other applicable charges the purchaser accepted the said proposal and agreed to purchase the **Shop No. G-12** in the **Ground Floor (North side beside East of Northern side Stair case)** at the said rate on the following terms and conditions after having full satisfaction over the title of the property which is specially mentioned in the scheduled below.

**AND WHEREAS** the party/parties of the Third Part has

inspected the original title, deeds and the relevant documents pertaining to the 'said property' and has satisfied himself/herself in this respect.

AND WHEREAS the party of the Third Part has made necessary title search in relevant registry office, office in respect of the said property;

**AND WHEREAS** the Vendor/Promoter herein has completed the construction in compliance with the sanctioned plan and the conditions stated in the sale agreement dated 12<sup>th</sup> May 2017, the said Shop No. G12 in the ground floor of "Sitaram Arcade O Srihari Market" at Sonamui Village (Sonamui Hat), Mouza – Sonamui, under Goura Gram Panchayet, P.S.-Daspur-II, Paschim Medinipur situate in Schedule "A" property and the same shop in the ground floor is now in habitable condition and obtained completion certificate from **the GOURA GRAM PANCHYAT vide their Memo No.655 dated 13-06-2018.**

**AND WHEREAS** the Purchasers herein having paid the full consideration **Rs. 13,72,500/=** on different dates as shown in the Memo of Consideration appended hereto and as per terms of sale agreement called upon the vendor/promoter to execute and register an appropriate Indenture of Conveyance to transfer the said **Shop No.G12** in the name of the said purchaser. **ALL THAT** one complete **Shop No. G12** in the **Ground floor (North side beside East of Northern side Stair case)** of the "**Sitaram Arcade & Srihari Market**" marked in the Drawing annexed to this indenture, measuring about **-183 Sqr. ft.** little more or little less

arrived at on physical measurement done jointly by vendor/promoter and the purchaser at the finished stage, being the carpet area consisting of one shop-room (**201 square feet built up area of the shop plus 25% for proportionate area of common passage, lift & stair cases, overhead tanks, lift and stair roofs**) = **251 square feet** little more or less being the **super built up** area as shown in the **building plan attached hereto** together with undivided proportionate areas of internal facilities like Common Corridor, Veranda/ Passage, Lifts, Stair Cases, Overhead Tanks, etc with flooring by vitrified tiles/marbles, granite tables in the steps and stairs, etc more fully described in the Schedule "C" written hereunder for a total final consideration of **Rs.13,72,500/= (Rupees Thirteen Lakhs Seventy Two Thousand Five Hundred Fifty) only**. The Vendors/ Developers have also agreed to execute the same sale deed in favour of the Purchaser.

**NOW THIS INDENTURE WITNESSETH:**

I. That in pursuance of the said agreement and in consideration of the full value of the said **Shop G12** as shown in the drawing attached for total a sum of **Rs.13,72,500/= (Rupees Thirteen Lakhs Seventy Two Thousand Five Hundred) only** of good and lawful money of the Union of India in hand well and truly paid by the Purchaser to the Vendors/ Developers (Particulars of such payments are mentioned in the Memo of consideration hereunder written), the receipt whereof the Vendors/ Developers do hereby as well as by the Memo hereunder written admit and acknowledge before the execution of these presents the Vendor doth hereby release and forever discharge free from all encumbrances, the said **Shop No G12 in the Ground floor of "Sitaram Arcade &**

**Srihari Market” measuring about 183 Square feet little more or less in carpet area (201 square feet built up area of the shop plus 25% for proportionate area of common passage, lift & stair cases, overhead tanks, lift and stair roofs) = 251 square feet little more or less being the super built up area as shown in the drawing attached, the Vendors/Developers doth hereby sell, grant, transfer, convey, assigns and assure unto the Purchaser ALL THAT one complete Shop No. G12 in the Ground floor of “Sitaram Arcade & Srihari Market”, more fully described in the SCHEDULE “C” written hereunder, shown and delineated in the Map or Plan annexed herewith and marked with Yellow colour, together with undivided proportionate share in the land, Dag No. 1005, 1006, 1007, 1080, 1081, 1082 and 1089, under Khatian No. 937, 950, 385/1 and 718, more or less and adjacent to each other situated at Mouza: Sonamui, J.L. No.: 86, within Goura Gram Panchayet, Police Station: Daspur, District: Paschim Medinipur, more fully and particularly described in the SCHEDULE “A” hereunder written and referred to as “the said shop and also together with proportionate right of the common passages, areas, facilities and amenities provided to the said premises free from all encumbrances and also with the right of user of common areas for more beneficial and use of the said flat without causing any disturbance and interference to the Vendors and/or occupiers of other portion of the said building more particularly described in the SCHEDULE “D” written hereunder, OR HOWSOEVER OTHERWISE the said flat now is or at any time hereinbefore was situated butted bounded called, known, numbered described and distinguished and also the ancient or other rights, liberties, privileges, easements, and appurtenances whatsoever to the said flat belonging or otherwise appertaining or usually held, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto and all the**

estate, right title interest use trust property claim and demand whatsoever both at law and in equity of the Vendor into upon or in respect of the said flat **TO HAVE AND TO HOLD** the same along with undivided proportionate share of land in the said premises hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be and every part thereof unto and to the use of the Purchaser absolutely and forever with easement and quasi easement rights. One sketch map attached with this deed will form part of the deed.

**THE VENDORS/DEVELOPERS BOTH HEREBY COVENANT WITH THE PURCHASER** as follows:-

- a) That notwithstanding any act, deed matter or thing done by the Vendors or knowingly suffered to the contrary the Vendors is now lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said **Shop** together with the properties appurtenant or expressed intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition or trust or any other thing whatsoever, nor contemplated by these presents so as to defeat encumber or make void the same and that notwithstanding any such act, deed matter or thing as aforesaid the Vendor have now rightful power and absolute authority to sell, grant, transfer and convey the said flat and the proportionate undivided share or interest in the said Land and the right of user of common areas and parts and the privileges and facilities hereby sold, granted,

transferred, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser.

- b) That the Purchaser and his legal heirs shall and will at all times hereafter peacefully and quietly, hold, possess and enjoy the said **Shop** as absolute owner and the properties appurtenant thereto and receive the rents, issues and profits thereof and has right to transfer by way of sale, lease, gift, will and/or mortgage etc. without interruption claim and demand whatsoever from or by the Vendor or from any person or persons lawfully or equitably claiming any estate right, title and interest whatsoever from under or in trust for the Vendor.
- c) That the Vendor and all persons having lawfully or equitably claiming any estate right, title and interest whatsoever in the said **Shop** or any part thereof or from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do execute or cause to be done or executed all Such acts, deeds and things whatsoever for further better and more perfectly assuring the said flat and every part thereof and the properties appurtenant thereto unto and to the use of the Purchaser in the manner aforesaid as shall or may reasonably be required.
- d) That the Vendors shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser produces or cause to be produced to the Purchaser or to his Advocate or agents at any time of hearing commission examination or otherwise as occasion shall require the deeds and



documents mentioned and described herein (as well be available with the Vendor for the purpose of showing the Purchaser title to the said flat and the said proportionate undivided share or interest in the said land or ground and the user of common areas and privileges and facilities hereby sold, granted, conveyed, transferred and assigned or expressed or intended so to be and every part thereof and also at the like request and costs deliver or cause to be delivered to the Purchaser such attested or other copies or extracts from the said documents of title as may be required and in the meantime unless prevented by fire or other unavoidable accident of acts god keep the said Deed and documents safe unobliterated and un-cancelled.

- e) That the Vendor will co-operate with the Purchaser in getting the name of the Purchaser mutated, in the records of the Goura Gram Panchayet and the appropriate B.L.L.R.O.
- f) The Vendors shall on being called upon by the Purchaser sign all papers, applications and/or make declarations affidavits and other writings and as may be necessary and thought fit for the purpose of formation and/or registration of the Association.
- g) The simultaneously with the execution and registration of the Deed of Conveyance, the Vendors shall deliver Khas vacant and peaceful possession of the said **shop** to the Purchaser, in as is where is condition

**THE PURCHASER DO HEREBY COVENANT WITH THE VENDORS/ DEVELOPERS** as follows:-

- a) That the Purchaser shall never claim partition of the undivided share and the same shall always remain impartible.
- b) That apart from the said Shop/**Flat** and the properties appurtenant thereto the Purchaser shall not have nor shall claim any right title, or interest of any nature whatsoever in any other part or parts of the building and the land save and subject to the right to use the common portions in common with the Co- owners.
- c) The Purchaser shall observe, fulfill and perform all the rules and regulations as may be framed for the beneficial use and enjoyment of the Unit and for the common purpose, Vendor and/or the Co- owners.
- d) That the Purchaser have inspected the title in respect of the said land and also the building plans in respect of the building and the unit and is fully satisfied about the same and the construction of the building including the unit and the common portions.
- e) To co-operate with the Vendors and the co- owners in the acts relating to common purpose.
- f) To allow the Vendors and its workmen to enter into the Unit and the other parts for carrying out the works required for common purposes upon reasonable notice to the Purchaser.
- g) To pay proportionate share of the common expenses regularly and punctually.

- h) To pay regularly and punctually all outgoing and the revenue rates and taxes in respect of the Unit and the land and the common portions proportionately for the period after the date of delivery.
- i) To pay regularly and punctually for all charges for the electricity consumed in the said unit wholly and the common parts proportionately.
- j) To Keep and maintain the Units, periphery walls, partition walls, sewers, drains pipes and appurtenances within the unit in a good state of repair and conditions.
- k) Not to use the unit to permit use of the same for any other purpose other than for residential purposes.
- l) Not to use the Unit for any illegal or immoral purpose or for any purpose which may or likely to cause nuisance or annoyance to the owner and occupiers of the other units in the same building or to the owner and occupiers of the neighborhood.
- m) Not to store in the Unit any goods or hazardous or combustible nature or which are heavy as to affect the construction or the structure of the said building or any part thereof save as be required for normal residential purpose.
- n) Not to do any thing in the said unit which may cause or tend to cause damage to any flooring or ceiling or any unit over or below

or to the said unit or in any manner interfere with the use and enjoyment thereof or any open space passage, stairs, landings or other amenities available for common use.

- o) Not to demolish the Unit or any part thereof nor at any moment make or cause to be made additions or alterations of whatsoever nature to the said unit or any part thereof which may cause inconvenience to the co-owners and contradictory to the sanctioned Plan.
- p) Not to change the outer elevation of the building or decorate the exterior of the Unit otherwise than in the manner similar to which the same is at present decorated.
- q) All payments to be made by the Purchaser as mentioned above shall be made from time to time and within Seven days of a bill of demand being sent to the Purchaser.
- r) So long as the said unit be not separately assessed for B.L. & L.R.O. revenue rates and taxes, Gram Panchayat Taxes, the Purchaser shall pay to the Vendor proportionate share of the B.L. & L.R.O. Revenue rates and taxes, Panchayat Taxes has been assessed for the land and the building and the liability for such payment by the Purchaser to the Vendor shall accrue from the date of delivery.
- s) That after registration of the Shops/ flats in favour of the Purchaser, the Purchaser and/or other flat owners will from a

REGISTERED SOCIETY/ FLAT & SHOP OWNERS ASSOCIATION for the said **SITARAM ARCADE O SRIHARI MARKET** for effective and proper administration and for the maintenance and repair of the entire common areas and facilities and/or relating to the building. The purchasers will strictly abide by the provisions as may be stipulated by the Association/ Society when formed or otherwise that may be mutually agreed upon by and between the purchasers and owners/occupiers of other Flats in the said buildings and the purchasers will pay appropriate share of common expenses as may be levied by the Society and the Government and local authorities.

- t) The Purchaser shall not throw or accumulate any dirt, rubbish or other refuses or permit the same to be thrown or allow the same to be accumulated in their flat or in the compound or any portion of the building or the premises except the place provided for the said proposes.
- u) The Purchaser shall hereafter peaceably and quietly, hold, possession and enjoy the said property in Khas without any claims or demands whatsoever from the Vendor or any person claiming through or under them.
- v) The Purchaser shall have absolute right to sell, transfer, gift, mortgage the said flat and the car parking space with proportionate share of land like other properties.
- w) The Purchaser have further agreed to have the flat registered under the **West Bengal Apartment Ownership Act, 1972** or any other

similar act along with the other Flat Owners.

- x) The Purchaser undertake to pay “Service Tax” if imposed by Authority in future whether it is applicable or not or Central Govt. amends the Provision for the said Tax.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**ALL THAT** a piece and parcel of land measuring about **22.558** Decimals comprised in Dag No. 1005, 1006, 1007, 1080, 1081, 1082 and 1089, under Khatian No. 937, 950, 385/1 and 718, more or less and adjacent to each other situated at Mouza: Sonamui, J.L. No.: 86, within Goura Gram Panchayet, Police Station: Daspur, District: Paschim Medinipur.

Butted and bounded as follows:-

- ON THE NORTH** : land on Plot No.1080 belonging to Sri Subhrangsu Bera & his brothers and also of Sri Sourin Bera & his brothers
- ON THE SOUTH** : Houses of Sri Mohini Mohan Dinda on plot 1089 and also houses of Sri Sib Sankar Bera & his brothers on plot no.1089.
- ON THE EAST** : Passage on plots No. 1081 & 1082 belonging to the parties to this agreement and also belonging to Sri Sib Sankar Bera & his brothers.
- ON THE WEST** : Ghatal-Panskura Road and its Nayanjuli.

**S C H E D U L E “B” ABOVE REFERRED TO**

**(PROPOSED BUILDING TO BE CONSTRUCTED)**

ALL THAT five storied (ground plus four) building to be constructed on the land which is more fully described in the Schedule - "A", hereinabove to be named as "SITARAM ARCADE & SRIHARI MARKET" consisting of several self-contained flats and shops, marked in the plan and drawing in Eight Blocks as "A", "B", "C", "D", "E", "F", "G" & "H" in Basement+G+4 Storied Building covering 2<sup>nd</sup> to 4<sup>th</sup> floors and about 14 Nos shops of different sizes / dimensions in the Ground, Second and First Floors and Basement Car Parking and other spaces in accordance with building plan dully sanctioned by the appropriate authorities.

**S C H E D U L E "C" ABOVE REFERRED TO:**

**(PARTICULARS OF THE PURCHASER'S ALLOCATION)**

ALL THAT piece and parcel of proposed self-contained **Shop No.G-12 on the Ground floor (North side beside East of Northern side Stair case) of "SITARAM ARCADE & SRIHARI MARKET" measuring 183 square feet more or less** being the **CARPET area**, agreed to purchase at the price of **Rs.7,500/=** only per Square feet fully complete in habitable condition together with undivided proportionate and impartible share and/or interest in the land described in the SCHEDULE "A" above and together with proportionate share in the common areas and common amenities and facilities to be provided viz., corridor, stairs, lift, etc in the said building at the premises in Plots R.S./L.R. Plot no. 1005, 1006, 1007, 1080, 1081, 1082 &

1089 under J.L. No. 86 in Mouza – Sonamui in Village-Sonamui within the jurisdiction of Goura Gram Panchayet, Block-Daspur-2 in the district of Paschim Medinipur.

Proportionate share of total **22.558** Dismal land mentioned in schedule “A” for this shop buyer will be to the ratio of proportionate super built up area **251 Square Feet, i.e, (Carpet area 183 sft x 1.10 = 201 sft Built-up area x 1.25 = 251 sft super-built area. Each floor’s share of land area is 3.75967 Dismal (22.558/6 floors including basement) Each floor’s Built up area 5000 sft x 1.25 = 6,250 sft Super-built area. This Shop owners land share will be 251/6250 = 0.04016 in each plot of stated land mentioned in schedule-“A”. Total area of land for this owner will be 22.558/6 x 0.04016 = 0.151 Dismal comprised in all stated 7 plots.**

**Valued of Shop G12 - Rs. 13,72,500/- and Assessed Market Value of the Shop Rs. ....**

**S C H E D U L E “D” ABOVE REFERRED TO:  
(COMMON AREAS/ FACILITIES/ AMENITIES ETC)**

Common are, common parts, facilities and amenities as referred to herein above shall be proportionate attributable to the each flat which include the following:-



1. Foundation column, beams, support, main walls, boundary walls, common drains, sewerage system common spaces, corridors, lobbies.
2. Common lift / stair case from ground floor landing up to Top floor.
3. Underground water reservoir, Septic tank, overhead water tank.
4. Electrical meter room, pump and motor room, pipe and conducts and walls apparatus and installations in the said building for common use.
5. Main entrance gates from main road up to the Flat.
6. Entrance passage of the building to be the common entrance from main road to the stair Lift up to the Flat/Shop.
7. Pipe lines for water connection for common use.
8. Common egress and ingress to the other parts of the said proposed building.
9. **Roof Rights:** The purchaser shall not claim any individual right over and in respect of the roof or

terrace of the said building. A demarcated portion of the top roof of the Said Building shall remain common to all Complex Co-Owners who own Shops/Apartments in the Said Building (**Common Roof**) and all common installations such as water tank and lift machine room shall be situated in the Common Roof and the balance of the top roof of the Said Building shall belong to the Transferor and the Developer with right of exclusive transfer and the Transferee specifically agrees not to do any act which prevents or hinders such transfer. Notwithstanding the demarcation of the top roof of the Said Building as aforesaid, the Transferor and the Developer shall always have the right of further construction on the entirety of the top roof and the Transferee specifically agrees not to do any act which prevents or hinders such construction. After such construction, the roof above such construction shall again have a Common Roof for common use of all Complex Co-Owners who own Apartments in the Said Building.

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

**SIGNED, SEALED AND DELIVERED** by the Vendors/ Developers and the Purchaser at Paschim Medinipur District Sub-Registry Office, Daspur in presence of:

Drafted by: **Land Owners:**

- 1.
2.  
For Self and the Constituent Attorney of Sri Nanda  
dulal Bera & 2 Other Land owners

Computer Typed by:

**For and on behalf of Sova Real Estate LLP:**

- 1.

WITNEESSES:

For Self and the Constituent Attorney of  
Dr. Mrs. Debasmita Chattaraj Bera  
Partners of Sova Real Estate LLP.

- 2.

Signature of Purchaser

This deed is executed in presence of 3 witnesses and completed by total  
..... pages with one Non-Judicial Stamp Paper (including one sketch  
maps and page for finger prints & photographs of the parties).

### **MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchasers the within  
mentioned sum of **Rs.13,72,500/= (Rupees Thirteen Lakhs Seventy  
Two Thousand Five Hundred) only** being the full consideration money

as per memo below:-

**M E M O**

<b>Date</b>	<b>Cheque No</b>	<b>Bank Name</b>	<b>Amount (Rs.)</b>
08-01-2017	Chq:		95,694/=
12-05-2017	Chq:		1,43,541/=
31-05-2017	NEFT		1,00,000/=
05-07-2017	NEFT		89,286/=
28-07-2017	NEFT		89,286/=
13-09-2017	NEFT		89,286/=
04-12-2017	NEFT		89,286/=
20-02-2018	RTGS		1,78,571/=
08-03-2018	RTGS		1,78,571/=
16-06-2018	NEFT		89,286/=
03-12-2018	NEFT		89,286/=
06-12-2018	NEFT		1,40,408/=
		<b>TOTAL :</b>	<b>13,72,500/=</b>

**(Rupees Thirteen Lakhs Seventy Two Thousand Five Hundred) only**

**Land Owners:**

1.

For Self and the Constituent Attorney of Sri Nanda Dulal Bera & 2 other Land Owners

2.

**LAND OWNERS**

**For and on behalf of Sova Real Estate LLP:**

**1.**

For Self and the Constituent Attorney of

Dr. Mrs. Debasmita Chattaraj Bera

Partners of Sova Real Estate LLP

**2.**

**SIGNATURE OF VENDORS/DEVELOPERS**