

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on day of NOVEMBER 2024 (Two Thousand and Twenty Four).

BETWEEN

SMT. RAMA SHANKAR ROY alias **ROMA ROY** (PAN: ERSPR1094G), (AADHAAR NO. 6899 4156 5116) daughter of Late Shankar Prasad Roy, by faith - Hindu, by occupation - Household Work, by Nationality Indian and residing at Room No. 6, Jillanj Building, 1st Floor, Rambaug Lane no. 6, Kalyan West, P.O. & P.S. Kalyan West, Thane, Maharashtra - 421301, bring represented by her Attorney namely **SRI KHOKAN SARDAR** (PAN - BDWPS4786D), (AADHAAR NO. 5534 9858 2140), son of Atul Chandra Sardar, by faith - Hindu, by occupation - Business, by nationality Indian, residing at 160C, Kankulia Road, P.O. Sarat Bose Road, P.S. Rabindra Sarovar, Kolkata - 700 029, vide a Deed of Development Agreement Cum Power of Attorney dated 31st October 2020 registered in the office of the District Sub Registrar-II at Alipore vide Book no. **I**, Volume no. **1602-2021**, page from **29847** to **29899** Being no. **160200306** for the year **2021**. hereinafter called and referred to as the "**OWNER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executor, administrators, representatives and assigns) of the

ONE PART

AND

RENUKA CONSTRUCTION, a proprietorship firm having its registered office at 27, Kankulia Road, P.O. Sarat Bose Road, P.S. Rabindra Sarovar, Kolkata 700 029, being represented by its sole proprietor **SRI KHOKAN SARDAR** (PAN - BDWPS4786D), (AADHAAR NO. 5534 9858 2140), son of Atul Chandra Sardar, by faith - Hindu, by occupation - Business, by nationality Indian, residing at 160C, Kankulia Road, P.O. Sarat Bose Road, P.S. Rabindra Sarovar, Kolkata - 700 029, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be

deemed to mean and include its successors-in-office and assigns) of the SECOND PART.

AND

1. SRI. PRASANTA MITRA (PAN- AWZPM4436D) (AADHAR -5633 3537 6222), son of Late. Shyamal Mitra, by faith Hindu, by Nationality Indian, by occupation: Service, **2. SMT. AMBIKA HALDER**, (PAN- AONPH6382) (AADHAR- 8637 5322 0508), wife of Sri. Prasanta Mitra, Daughter of Dhananjoy Halder, by faith Hindu, by Nationality Indian, by occupation-Housewife, both residing at: 21/1 Panchanan Tala Road, Near Krishnakunj Building, P.O. Sarat Bose Road, P.S. Lake, Kolkata-700029; West Bengal hereinafter referred to as the PURCHASERS (which expression shall unless otherwise excluded by or repugnant to the context mean and include his heirs, successors executors, legal representatives, nominees and assigns) of the **THIRD PART.**

WHEREAS by virtue of a registered Deed of Bengali Kobala, duly registered on 28th Jaistha, 1313 duly registered in the Office at Alipore Sadar, 24 Parganas, and was recorded in Book No. I, Volume No. 13, Pages from 220 to 221, Being No. 1691, for the year 1906 one Jadu Nath Roy, since deceased purchased All That piece and parcel of land measuring more or less 1.5 Bighas comprised at Mouza - Dhakuria, Pargana Khaspur, J.L. no. 18, R.S. No. 5, Touji no. 230, 233, Dag no. 650, Khatian no. 672, under the then Tollygunge Municipality being Holding no. 217 from the then Owner Sri. Baidyanath Choudhury.

AND WHEREAS after purchase of the aforesaid land, Sri. Jadu Nath Roy during his lifetime sold, conveyed and transferred a major portion of the land and thereafter he retained the land measuring more or less 6 Cottahs.

AND WHEREAS Jadu Nath Roy died intestate leaving behind him, his only son namely Bishnupada Roy as his only legal heir and successor who inherited the said property left by his father.

AND WHEREAS thereafter Bishnupada Roy mutated his name in the Assessment Register of the Kolkata Municipal Corporation being known as Premises no. 159, Sarat Ghosh Garden Road, Kolkata - 700 031.

AND WHEREAS thereafter Bishnupada Roy also died intestate on 09.11.1949 leaving behind him his only cousin brother Sri Shankar Prasad Roy as his only

legal heir and successor who inherited the said property and became the absolute Owner left by Bishnupada Roy.

AND WHEREAS thereafter Shankar Prasad Roy mutated his name in the Assessment Register of the Kolkata Municipal Corporation being Premises no. 159, Sarat Ghosh Garden Road, Kolkata - 700 031.

AND WHEREAS thereafter Shankar Prasad Roy also died intestate on 20.07.1993 leaving behind him, his only son Sri Somnath Shankar Roy alias Somnath Roy and only daughter Rama Shankar Roy alias Roma Roy as his only legal heirs and successors who jointly inherited the said property left by their father each having undivided 1/2 share in the said property.

AND WHEREAS thereafter Sri. Somnath Shankar Roy alias Somnath Roy and Rama Shankar Roy alias Roma Roy while jointly seized and possessed the said property as joint Owners the jointly mutated their names in the Assessment register of the Kolkata Municipal Corporation being known as K.M.C. Premises no. 159, Sarat Ghosh Garden Road, P.O. Garfa, P.S. Dhakuria, Kolkata - 700 031, under Ward no. 92, being Assessee no. **21-092-21-0059-7** and the physical measurement of the land is now more or less 5 Cottahs 14 Chittacks.

AND WHEREAS thereafter Somnath Shankar Roy alias Somnath Roy also died intestate on **06.02.2020** as bachelor leaving behind him his only sister Rama Shankar Roy alias Roma Roy, the present Owner herein as his only legal heir and successor who inherited the said property left by her brother.

AND WHEREAS thus by way of inheritance the present Owner herein Smt. Rama Shankar Roy alias Roma Roy became the absolute Owner of the said land measuring more or less 5 Cottahs 14 Chittacks together with one asbestos shed structure standing thereon comprised at Mouza Dhakuria, Pargana Khaspur, J.L. no. 18, R.S. No. 5, Touji no. 230, 233, Dag no. 650, Khatian no. 672, under the then Tollygunge Municipality being Holding no. 217, at present within the limits of the Kolkata Municipal Corporation being K.M.C. Premises no. 159, Sarat Ghosh Garden Road, P.O. Dhakuria, P.S. Garfa, Kolkata 700 031, under Ward no. 92, being Assessee no. 21-092-21-0059-7, morefully and particularly described in the Schedule "A" written hereunder and hereinafter referred to as the "SAID PREMISES".

AND WHEREAS while in enjoyment of the said property, the present Owner herein intend to develop her said property by raising a new Building thereon through a Developer.

AND WHEREAS on coming to know of such intention of the Owner, the Developer herein approached the present Owner to allow him to construct a new Building at his own costs and expenses and by taking all responsibilities for constructing the said Building for and on behalf of the above named Owner.

AND WHEREAS after prolonged discussion by both the parties herein, the Owner accepted of the proposal of the Developer & entrusted him to construct the said Building upon the said property & the Developer has agreed to construct the proposed Building as per sanctioned Plan to be sanctioned by the Kolkata Municipal Corporation under certain terms and conditions as contained herein.

AND WHEREAS being satisfied with the reputation and credentials of the present Developer herein and after being satisfied with the terms and conditions offered by the said Developer, the Owner herein have decided and engaged the present Developer to develop the said property of 5 Cottahs and 14 Chittaks by way of raising a multi storied building thereon consisting of several self-contained flats and other spaces with common amenities and facilities attached there to in respect of the Schedule "B" property.

AND WHEREAS after satisfaction of both OWNER AND DEVELOPER herein has agreed to entered into a Development Agreement for Construction cum Power of Attorney dated 31st October 2020 registered in the office of the District Sub Registrar-II at Alipore vide Book no. **I**, Volume no. **1602-2021**, page from **29847** to **29899** Being no. **160200306** for the year **2021**. which shall hereinafter called and referred to as the said **"DEVELOPMENT AGREEMENT FOR CONSTRUCTION CUM POWER OF ATTORNEY"**.

AND WHEREAS after registration of the said Development Agreement for Construction cum Power of Attorney as mentioned aforesaid the DEVELOPER herein started construction of a Two Storied Building vide a Sanctioned Building Permit vide no. **2022100245** dated **02nd March 2023** by the Kolkata Municipal Corporation on the Schedule-A property and the construction of the building over the said Schedule-A property is complete.

AND WHEREAS due to various good causes and need of money THE DEVELOPER herein have decided to sale, **ALL THAT** 1 nos. self-contained, independent, flat on the SOUTH-EAST side with Tiles floor flat having super Built up area 763 sq.ft: Flat - D (Carpet Area of.....Sqft) and total 2 (Two) bedrooms, 1(one) kitchen, (2) 1(one) Dining room, 2(Two) Toilet, (1) One Balcony, Being on the 1st Floor, constructed on the property stated in the first schedule hereinabove TOGETHER WITH undivided, impartibly, proportionate share of land hereunto of Bastu Land measuring about **ALL THAT** piece and parcel of land admeasuring about 5 (five) Cottahs 14 (fourteen) Chittacks together with newly constructed Two storied structure standing thereon comprised at Mouza - Dhakuria, Pargana Khaspur, J.L. no. 18, R.S. No. 5, Touji no. 230, 233, Dag no. 650, Khatian no. 672, at present within the limits of the Kolkata Municipal Corporation being K.M.C. Premises no. 159, Sarat Ghosh Garden Road, P.O. Dhakuria, P.S. Garfa, Kolkata 700 031 under Ward no. 92, being Assessee no. 21-092-21-0059- 7, A.D.S.R. and D.S.R. Alipore, District 24 Parganas South here in at a total consideration of **INR. 40,00,000/- (RUPEES FOURTY LAKHS)** only together with undivided / impartible common proportionate share of land and building, which mentioned in the schedule 1st, 2nd, 3rd, here under.

AND WHEREAS the PURCHASERS BEING desirous of purchasing such Flat/flats and or spaces which described the above and SCHEDULE-B/SECOND SCHEDULE herein below and the purchasers herein on coming to know about the said offer approached the Developers to purchase the aforesaid and Second Schedule mentioned property at the given consideration after due satisfaction with the papers and documents handed over by the Developer to the Purchaser.

AND WHEREAS the Developer and the Purchasers herein entered into one Agreement for Sale dated..... to materialise their wishes to Sale and purchase of **ALL THAT** 1 nos. self-contained, independent, flat on the SOUTH EAST side with Tiles floor flat having super Built up area 763 sq.ft: Flat - D (Carpet Area of.....Sqft) and total 2 (Two) bedrooms, 1(one) kitchen, (2) 1(one) Dining room, 2(Two) Toilet, (1) One Balcony, Being on the 1st Floor, constructed on the Property lying and situated at Kolkata Municipal Corporation being K.M.C. Premises no. 159, Sarat Ghosh Garden Road, P.O. Dhakuria, P.S. Garfa, Kolkata 700 031 under Ward no. 92, being Assessee no. 21-092-21-0059-7, A.D.S.R. and D.S.R. Alipore, District 24 Parganas South TOGETHER WITH undivided, impartibly, proportionate share and interest in the land comprised in the said Premises appurtenant to the said flat together with the common parts

and / or general common areas and facilities in the said multistoried building as mentioned in Schedule "A" herein with a right to enjoy the common areas and facilities to be provided in the said building with other owners and occupiers of the said premises together with undivided proportionate share in the land beneath, more fully described in the Second Schedule mentioned herein below, together with common parts or portions together with proportionate share or interest in the land described in the Schedule-A at or for the consideration of **Rs. 40,00,000/- (Rupees Forty Lakhs)** Only.

NOW THIS INDENTURE WITNESSETH that in pursuance of the Agreement for sale dated..... and in consideration of the sum of **Rs. 40,00,000/- (Rupees Forty Lakhs)** Only well and truly paid by the Purchaser to the Developer, the receipt whereof the Developer do hereby admit and acknowledge and release from the payment of the same and every part thereof acquit release and discharge forever sold, conveyed, transferred, assigned and assured the DEVELOPER hereby grant, confirm, transfer, sell, convey, assign and assure unto and in favour of the Purchaser **ALL THAT** 1 nos. self-contained, independent, flat on the SOUTH-EAST side with Tiles floor flat having super Built up area 763 sq.ft: Flat - D (Carpet Area of.....Sqft) and total 2 (Two) bedrooms, 1(one) kitchen, (2) 1(one) Dining room, 2(Two) Toilet, (1) One Balcony, Being on the 1st Floor, constructed on the property stated in the first schedule hereinabove TOGETHER WITH undivided, impartibly, proportionate share of land hereunto of Bastu Land measuring about **ALL THAT** piece and parcel of land admeasuring about 5 (five) Cottahs 14 (fourteen) Chittacks together with newly constructed Two storied structure standing thereon comprised at Mouza - Dhakuria, Pargana Khaspur, J.L. no. 18, R.S. No. 5, Touji no. 230, 233, Dag no. 650, Khatian no. 672, at present within the limits of the Kolkata Municipal Corporation being K.M.C. Premises no. 159, Sarat Ghosh Garden Road, P.O. Dhakuria, P.S. Garfa, Kolkata 700 031 under Ward no. 92, being Assessee no. 21-092-21-0059- 7, A.D.S.R. and D.S.R. Alipore, District 24 Parganas South with a right to enjoy the common areas and facilities to be provided in the said building with other owners and occupiers of the said premises together with undivided proportionate share in the land beneath, more fully described in the Second Schedule mentioned herein below, TOGETHER WITH right and interest, under it in respect of all common parts, areas/portion, common amenities and common conveniences relating thereto TOGETHER WITH ALL amenities and facilities attached thereto such as common rights on common passage, parts and

spaces towards floor for the Vendor of the said building described in the THIRD SCHEDULE and FOURTH SCHEDULE hereto together with right of ingress and egress from the said Flat and the building as more fully and particularly mentioned and described in the Third Schedule And Fourth Schedule hereunder collectively referred to as the SAID FLAT with common rights now are or in or at any times hereto were situated, butted, bounded, called known numbered described or distinguished and ALL THAT estate, right, title, interest, inheritance, use, trust, possession, property, claim and demand whatsoever both at law and in equity of the owner into and upon the said Flat with common rights hereby granted, transferred, sold, conveyed, assigned or assured or intended so to be TO HAVE AND TO HOLD the said Flat with common rights hereby granted transferred, sold, conveyed, assigned and assured to and unto and to the use of the Purchaser absolutely and forever for a perfect and indefeasible estate or inheritance in free simple in possession without any manner or condition use, trust or other things whatsoever to alter, defeat, encumber or make void the same the DEVELOPER hereby covenants with the Purchaser NOTWITHSTANDING any act, deeds, matters, assurance, of things whatsoever by the DEVELOPER made done, executed, occasioned, or suffered to the contrary the DEVELOPER is now lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitle to AND THAT the said Flat with common rights hereby grant transferred, sold, eyed and assured or expressed or intended so to be unto and to the use of the Purchaser for a perfect and indefeasible estate or inheritance in free simple in possess on without any manner or hindrance, lawfully eviction, interruption, claim or demand whatsoever from or by the DEVELOPER or any person or persons lawfully or equitably claiming or to claim from under or in trust for the DEVELOPER lawfully or equitably claiming or to claim from under or in trust for the THAT DEVELOPER and that agree and clear and freely and clearly and absolutely acquitted or discharged or otherwise by the DEVELOPER well and sufficiently saved, all and all manner of former or other estates, encumbrances, claims demands charges, liens, lis-pendens, debts and attachment whatsoever have made executed, occasioned or suffered by the DEVELOPER or any person or persons claiming or to claim through under or in trust for the DEVELOPER into and upon the said Flat with common right, hereby granted, transferred, sold, conveyed, assigned and assured or expressed or intended so to be unto and to the use of the Purchaser for a perfect and indefeasible estate or inheritance without any manner or condition use trust or other things whatsoever to alter, defect, encumber or make void the said AND THAT and such acts, deeds,

matters, or things whatsoever as aforesaid the DEVELOPER has now in themselves good right and power and absolute authority to grant sell, convey, assign and assure by these presents the said Flat with common rights hereby grant transfer, sold, conveyed, assigned assure or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid and to receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the DEVELOPER or any person, or persons lawfully or equitably claiming or to claim from under or in trust for the owner AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, discharged or otherwise by the owner well and sufficiently saved, defended, kept harmless an indemnified or from and against all and all manner or former or other estates, rights, title, interest, lease, mortgage, charges, trusts, attachments, executions, lis-pendens, claims demands, and encumbrances whatsoever made done, occasioned or suffered by the owner or any person or persons lawfully or equitably claiming or to claim by from through under or in trust for the DEVELOPER and further that the owner and all persons having or lawfully claiming any estate, right, title and interest whatsoever in the said Flat with common rights hereby granted, transferred, sold, conveyed, assigned and assured from time to time and at all times hereafter at the request and costs of the Purchaser make and execute all such acts, deeds, matters, assurances and things whatsoever for further better or more perfectly land effectually granting, transferring, conveying, assigning and assuring the said Flat with common rights hereby granted, transferred and to the use of the Purchaser in the manner aforesaid as sh or any be of the sold Flat mentioned in the Second Schedule herein below shall have absolute right, to sell, any transfer assign the same to other person with his own volition as absolute DEVELOPER of the said Flat and nobody shall raise, any objection and/or oppose to the same. The Purchaser shall have right to mutate their name in the records of right in Municipal assessment records and shall use the same absolutely with his own right and the DEVELOPER or his successors shall have no manner of right to make any objection to that effects, AND THAT the Purchaser hereby covenant with the DEVELOPER that the Purchaser will and shall maintain the said Flat with common rights in such a manner so that it may not cause any danger and/or prejudicially effect the said building in any way whatsoever and that the DEVELOPER further covenant with the Purchaser that the Purchaser shall hold, possess and enjoy the said Flat as absolute DEVELOPER thereof subject to the covenants, conditions and common in and particularly mentioned set out expenses hereunder written to be observed.

A. THE DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

(a) The interest which the, DEVELOPER hereby profess to transfer subsists and that he has good right full power absolute authority and indefeasible title to grant, convey, transfer, assign and assure the said impartible undivided proportionate share along with all easement right of the land and the Flat more fully and particularly described in the Second Schedule hereunder written or interest in the last comprise in the said Flat hereby granted, conveyed, transferred, assigned and assured unto the Purchaser in manner aforesaid.

(b) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into upon hold and enjoy the said Flat more fully and particularly described in the Second Schedule hereunder written or interest in the land comprised in the said Flat and to receive the rents issues and profits thereof without any interruption hindrance claim or demand or disturbance whatsoever from or by the DEVELOPER or any person or persons claiming through under or in trust for her.

(c) said Flat more fully and particularly described in the Second Schedule hereunder written or interest in the land comprised in the said Flat is free and discharged from and against all manner of encumbrances whatsoever.

(d) The DEVELOPER shall upon every reasonable request and at the cost of the Purchaser make do acknowledge, execute and perform all such further and other lawful and reasonable acts, deeds, conveyances, matters and things whatsoever for better or more perfectly assuring the said impartible undivided proportionate share of the land comprised in the said FLAT and the said Flat more fully and particularly described in the Second Schedule hereunder written unto the Purchaser in manner aforesaid as shall or may be reasonably required.

(e)The DEVELOPER shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every request and at the cost of the Purchaser produce or cause to be produced to the Purchaser or his Attorney or Agent or at any trial commission examination or otherwise as occasion shall require all or any of the deeds, documents and writings evincing the title to the said Flat and the land comprised in the said flat and also shall at the like request and cost deliver to the Purchaser such attested or other copies or extracts of and from the said deeds and writings or any of them as the

Purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un-obliterated and un-cancelled.

(f) The DEVELOPER has not concealed or suppressed any material defects in title.

(g) The land more fully comprised in the said premises described in the First Schedule is not affected by the provisions of the Urban Land (Ceiling and Regulations) Act, 1976.

AND THE PURCHASER DOTH HEREBY COVENANT WITH THE DEVELOPER as follows:

(a) The Purchaser so as to bind the DEVELOPER for the time being of the said Flat and so that this covenant shall be for the benefit of the said Building and other Flats therein and every part thereof hereby covenants with the DEVELOPER and with the Owners of the other Flats comprised in the said Building and all other persons deriving title under them will at all times hereafter observe the restrictions set forth in the Schedule hereto.

(b) The Purchaser shall at all times hereafter regularly and punctually make payment of all Municipal taxes and other outgoing taxes and impositions from the date hereof over and in respect of the undivided proportionate share or interest in the land comprised in the said premises or other taxes impositions and outgoing which may be imposed or become payable in respect of the said premises. The Purchaser shall within one year from the date of execution of these presents apply for and obtain mutation of the said Flat from the Kolkata Municipal Corporation and shall also obtain separate assessment of the said Flat.

(c) To keep the said Flat and other parts wall sewers, drains, pipes, cables, wires and in particular (without prejudice to : the generality of the foregoing) so as to support shelter or protect the parts of the building and other then the said premises.

(d) To contribute and pay the proportionate part of expenses and outgoings mentioned in the Fourth Schedule hereto.

(e) To keep the said Flat in good and substantial repair and (without prejudice to generality of the form as part of this sub-clause) to keep the said Flat in the said Building in good repair as necessary to form such support and protection to the other parts of the said Building as they now enjoy.

(f) To keep the said Flat and other party walls, sewers, drains, pipes and entrances and main entrance exclusively serving the said Flat in good conditions.

The Purchaser, without obtaining the permission of the DEVELOPER or the other co-sharers of the building, will always be at liberty to make such additions or alterations within the Flat, purchased by him under these presents which additions and alterations do not require the permission of the Municipality under the Building Rules in force at the time of such additions and alterations PROVIDED OVER such additions and alterations do not in any manner endanger the structural stability of the said building.

In the event of the Purchaser being desirous of effecting any major additions or alterations within the flat purchased by it under these presents, the Purchaser shall seek the permission of the Municipality to effect such additions and alterations and should the consent of the Society be required in any manner by the Municipality for the purpose of granting sanction to such additions and alterations, the Society will not withhold such permission.

IT IS HEREBY FURTHER AGREED AND UNDERSTOOD BY AND BETWEEN THE DEVELOPER AND THE PURCHASER

- a) The undivided proportionate share in the said land comprised in the said flat herein sold, transferred, conveyed, granted and assured unto and in favour of the Purchaser shall always remain impartible.
- b) The Purchaser shall sign and execute all papers, documents and applications for the purpose of formation of the Association or Society.

THE SCHEDULE "A" ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT piece and parcel of land admeasuring about 5 (five) Cottahs 14 (fourteen) Chittacks together with one newly built Two Storied Structure standing thereon comprised at Mouza - Dhakuria, Pargana Khaspur, J.L. no. 18, R.S. No. 5, Touji no. 230, 233, Dag no. 650, Khatian no. 672, at present within the limits of the Kolkata Municipal Corporation being K.M.C. Premises no. 159, Sarat Ghosh Garden Road, P.O. Dhakuria, P.S. Garfa, Kolkata 700 031 under Ward no. 92, being Assessee no. 21-092-21-0059- 7, A.D.S.R. and D.S.R. Alipore, District 24 Parganas South. The property is situated at Dhakuria Rail Station to Kamala Park zone, which is butted and bounded as follows:

ON THE NORTH: G+ 3 storied building

ON THE SOUTH : Land and building of Mr. Dilip Roy and Mr. K. Chakraborty

ON THE EAST: Partly 8 ft wide K.M.C. Road and partly 3 storied building.

ON THE WEST: 3 storied building.

SCHEDULE "B" ABOVE REFERRED TO:

(Description of the Flat to be constructed)

ALL THAT 1 nos. self-contained, independent, flat on the SOUTH EAST side with Tiles floor flat having super Built up area 763 sq.ft: Flat - D (Carpet Area of.....Sqft) and total 2 (Two) bedrooms, 1(one) kitchen, (2) 1(one) Dining room, 2(Two) Toilet, (1) One Balcony, Being on the 1st Floor, constructed on the property stated in the first schedule hereinabove TOGETHER WITH undivided, impartibly, proportionate share and interest in the land comprised in the said Premises appurtenant to the said flat together with the common parts and / or general common areas and facilities in the said multistoried building as mentioned in Schedule "A" herein above written.

SCHEDULE "C" ABOVE REFERRED TO:

(Common Areas and Facilities)

1. All staircases on all floors of the said building.
2. Staircase of the building leading towards the vacant roof.
3. Common passage including the main entrance in the Ground floor leading to the Top floor and also leading to the vacant roof of the building.
4. All common services of the Ground floor together with common land and all rights liberties easement, privileges, appendages and appurtenances thereon as enjoyed by the co-owners.
5. Terrace or Roof of the building shall be used as common.
6. Water pump, Over-head water tank, Water supply line, Deep tube well, KMC water supply lines and connection.
7. Electric meter spaces.

8. Electricity Service and Electricity Mains line, wirings and lighting in the Premises.
9. Drainage and Sewerage, Septic tank and other common spaces on the Ground floor.
10. Boundary walls and Main gate and / Entrance.
11. Such other common part / parts like equipments, installations, fixtures, fittings, and in or about the said Building.

SCHEDULE "D" ABOVE REFERRED TO

(Common expenses towards proportionate area of Ownership)

1. All costs of maintenance operating, replacing, white washing, rebuilding, reconstructing, repairing and lighting the common parts and areas and roof and also the exterior walls of the said building.
2. The salaries of Darwans, sweepers, plumbers, electrical mechanics etc., if any engaged.
3. The cost of maintenance of all common service and water supply, light and other service charges in initial stage.
4. Municipal and other taxes and / or outgoings including those for common areas and facilities.
5. Capital and recurring expenditure for replacement of and rebuilding of any common facilities and utilities.
6. Such other expenses as are deemed by the Developers necessary or incidental for the maintenance and upkeep of the building.
7. Insurance of the building against earthquake, fire, riot, civil disturbances, if any.
8. Monthly management charges shall be contributed equally by each flat owner on actual expenditure basis. Cost of the telephone for common use,

IN WITNESS WHEREOF the PARTIES hereto subscribed their respective hands and seals on this Day, Month and Year first hereinabove written.

SIGNED AND SEALED AND DELIVERED

By the 'PARTIES at Kolkata

In presence of

1.

**SIGN. OF THE OWNER/VENDOR
(being represented by Cons. Attorney)**

2.

SIGN. OF THE PURCHASER

SIGN. OF THE DEVELOPER

MEMO OF CONSIDERATION

RECEIVED a sum of **Rs. 40,00,000/- (Rupees Fourty Lakhs)** only from the within named Purchasers as Part Consideration amount for the Sale of Schedule property mentioned above in the following manner.

MEMO

<u>DATE</u>	<u>D.D/CHEQUE</u>	<u>BANK & BRANCH</u>	<u>AMOUNT</u>	SIGNATURE

TOTAL Rs. 40,00,000/- (Rupees Fourty Lakh) Only

WITNESSES :

1.

2.

SIGN. OF THE DEVELOPER