

DRAFT
DEED OF CONVEYANCE

THIS INDENTURE made this day of , 20 -----

Sri BISWANATH MALIK (PAN-DCRPM6473D) & (AADHAAR NO. 3058 7901 0407) son of Late Lalu Malik, by Nationality -Indian, by Faith-Hindu, by Occupation- Business, residing at 522, Kalikapur, Chit Kalikapur, P.O.- Mukundapur, Police Station- Purba Jadavpur, Kolkata 700 099, District South 24 Parganas, represented by is constituted attorney, **BIBHUTI BHUSAN DAS (PAN-AIDPD4689B & AADHAR NO.-3293 8835 4908)** son of Late Bhupendra Nath Das, sole proprietor of **M/s. ANILA CONSTRUCTION CO. (PAN-AIDPD4689B)**, by Nationality - Indian, by Faith - Hindu, by Occupation - Business, residing at P-42, Block-A, Satabdi Park, P.O.- Mukundapur, Police Station- Purba Jadavpur presently Panchasayar, Kolkata - 700 099 by virtue of Development Power of Attorney dated 29th April,2022 duly registered in the office of District Sub Registrar-V at Alipore and recorded in Book No. 1, Volume No.1630-2024, Pages from 38072 to 38087 , Being No. 163001406 for the year 2024 , hereinafter Called the "**OWNER/VENDOR**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean

and include their respective heirs, heiresses, executors administrators, legal representatives and assigns) of the **FIRST PART**.

AND

M/S. ANILA CONSTRUCTION CO. a sole Proprietorship concern, having its registered office at "DIGANTA" Apartment, 70/2, Hederhat, Post Office- Kalikapur, Police Station - Survey Park, Kolkata -700099 and Represented by its sole proprietor, **BIBHUTI BHUSAN DAS(PAN-AIDPD4689B) & (AADHAAR NO.- 3293 8835 4908)** son of Late Bhupendra Nath Das, by Nationality - Indian, by Faith - Hindu, by Occupation - Business, Residing at P-42, Block- A, Satabdi Park, Post Office- Mukundapur, Police Station- Panchasayar, Kolkata - 700 099 hereinafter referred to as the "**DEVELOPER/BUILDER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, heiresses, executor, legal representatives, administrators and assigns) of the **SECOND PART**.

AND

1.-----(**PAN**-----), son/wife/daughter of -----
-----,2.----- by Nationality - Indian, by Faith - -----, by Occupation
- -----, presently residing at -----, Post Office-----,
Police Station----- Kolkata-----District-----, hereinafter
referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, heiresses, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

The Promoter and Allottee/Purchasers shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS the Owner/vendor is the sole and absolute owner of **ALL THAT** piece and parcel of bastu land measuring about 03 Cottchas 02 Chittacks 08 Sq.Ft. equivalent to 209.815 Sq.Mt. more or less **TOGETHER WITH** divided and demarcated proportionate impartible share of land and **ALSO TOGETHER WITH** the right of enjoyment with proportionate share in the common area, easement, facilities, assurances, hereditaments, lying and situate at Mouza comprised under Mouza-Kalikapur, J.L.No.20,

R.S.No.02, Touzi No.3,5&12, under R.S. Dag No.383, under R.S. Khatian No.211, Being **Premises No.522/1, Kalikapur, Assesses No.31-109-06-7399-7, Kolkata—700 099**, lying and situated within the local limit of the Kolkata Municipal Corporation under Ward No.109 , Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District of South 24 Parganas herein after be referred to as the **“SAID PREMISES”**, more fully described in the **FIRST SCHEDULE** written hereunder.

AND WHEREAS by virtue of a Bengali Bikray Kobala dated 31.10.1972, one Smt. Sandhya Rani Malik wife of Sri. Lalu Malik purchased **ALL THAT** piece and parcel of land measuring about 20 Cottachs equivalent to 33 decimals, more or less comprised under Mouza-Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3 - 5 &12, under R.S. Dag No. 383, under R.S. Khatian No. 211, Together with one R.T. Shed measuring about 100 sq ft ,more or less, lying and situated within the local limit of the Kolkata Municipal Corporation under Ward No.109 , Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District of South 24 Parganas from one BihariLalMondal son of Late Ganesh Chandra Mondal against a valuable consideration mentioned therein and the said Bikray Kobala was duly registered in the office of Additional District Registrar at Alipore and recorded in Book No.1, Volume No.90, Pages from 214 to 217, Being No. 4592 for the year 1972.

AND WHEREAS by virtue of aforesaid purchase the said Smt. Sandhya Rani Malik became the sole and absolute owner of **ALL THAT** piece and parcel of land measuring about 20 Cottachs equivalent to 33 decimals, more or less comprised under Mouza- Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3 - 5 &12, under R.S. Dag No. 383, under R.S. Khatian No. 211, Together with one R.T. Shed measuring about 100 sq ft ,more or less lying and situated within the local limit of the Kolkata Municipal Corporation under Ward No.109 , Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District of South 24 Parganas.

AND WHEREAS while seized and possessed of the aforesaid property, the said Smt. Sandhya Rani Malik has mutated her name in the record of the Kolkata Municipal Corporation in respect of the said premises being **Premises No. 522, Kalikapur, Kolkata-700 099** and obtained **Assesses No.31-109-06-0522-0** and paying rents & taxes regularly.

AND WHEREAS the said Smt. Sandhya Rani Malik alias Sandhya Malik wife of Late Lalu Malik died intestate on 30/07/2015 and her husband Lalu Malik was also predeceased leaving behind them their two sons namely 1) Sri. Jadav Malik alias Sri. Jadab Malik 2) Sri. Biswananth Malik and two married daughters namely 1) Smt. Dasi Pramanik and 2) Smt. Namita Patra who have inherited the aforesaid property left by their mother Smt. Sandhya Rani Malik alias Sandhya Malik, since deceased, by application of the Hindu

Succession Act, 1956 as amended up to date each having 1/4th Undivided shares

AND WHEREAS by such inheritance the said 1) Sri. Jadav Malik alias Sri. Jadab Malik (2) Sri. Biswanath Malik (3) Smt. Dasi Pramanik and (4) Smt. Namita Patra became the joint owners and jointly seized and possessed of **ALL THAT** piece and parcel of undivided land measuring about 20 Cottachs equivalent to 33 decimals, more or less comprised under Mouza-Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3 ,5 & 12, under R.S. Dag No.383, under R.S. Khatian No.211, Together with one R.T. Shed measuring about 100 sq ft, more or less **TOGETHER WITH** divided and demarcated proportionate impartible share of land and **ALSO TOGETHER WITH** the right of enjoyment with proportionate share in the common area, easement, facilities, assurances heditaments , Being **Premises No. 522, Kalikapur, Assesses No.31-109-06-0522-0, Kolkata-700 099** , lying and situated within the local limit of the Kolkata Municipal Corporation under Ward No.109 , Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District of South 24 Parganas.

AND WHEREAS by a deed of gift dated 15th December, 2023, the said Biswanath Malik , Smt.Dasi Pramanik and Smt. Namita Patra granted , gifted briquetted relinquished transferred **ALL THAT** piece and parcel of an area measuring about 02 Cottachs 05 Chittacks 27 sq ft more or less., comprised under Mouza- Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3,5&12, R.S.Dag No.383, R.S.Khatian No.211, being Premises No.522, Kalikapur, P.S- Purba jadavpur, District- South 24 parganas, in favour of Jadav Mailk against natural love and affection and the said deed of gift was duly registered in the office of District Sub Registrar-II and recorded in Book No.1, Volume No.1602-2023, pages from 648763 to 648784, Being No.160217792 for the year 2023.

AND WHEREAS by a deed of gift dated 15th December, 2023, the said Jadav Malik , Smt.Dasi Pramanik and Smt. Namita Patra have granted, gifted briquetted, relinquished, transferred **ALL THAT** piece and parcel of an area measuring about 02 Cottachs 05 Chittacks 28.5 sq ft more or less., comprised under Mouza- Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3,5&12, R.S.Dag No.383, R.S.Khatian No.211, being Premises No.522, Kalikapur, P.S- Purba jadavpur, District- South 24 parganas, in favour of Biswanath Mailk against natural love and affection and the said deed of gift was duly registered in the office of District Sub Registrar-II and recorded in Book No.1, Volume No.1602-2023,pages from 648661 to 648682, Being No.160217796 for the year 2023.

AND WHEREAS by a deed of gift dated 15th December, 2023, the said Jadav Malik , Smt.Dasi Pramanik and Smt. Namita Patra have granted , gifted ,briquetted, relinquished, transferred **ALL THAT** piece and

parcel of land measuring an area about 02 Cottachs 05 Chittacks 28.5 sq ft more or less., comprised under Mouza- Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3,5&12, R.S.Dag No.383, R.S.Khatian No.211, being Premises No.522, Kalikapur, P.S- Purba jadavpur, District- South 24 parganas, in favour of Biswanath Maik against natural love and affection and the said deed of gift was duly registered in the office of District Sub Registrar-II and recorded in Book No.1, Volume No.1602-2023,pages from 648785 to 648806, Being No.160217793 for the year 2023.

AND WHEREAS by a deed of gift dated 15th December, 2023, the said Smt.Dasi Pramanaik and Smt. Namita Patra have granted, gifted, briquetted, relinquished , transferred **ALL THAT** piece and parcel of land measuring an area about 03 Cottachs 11 Chittacks 31.5 sq ft more or less., comprised under Mouza- Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3,5&12, R.S.Dag No.383, R.S.Khatian No.211, being Premises No.522, Kalikapur, P.S- Purba jadavpur, District- South 24 parganas, in favour of Jadav Malik & Biswanath Maik against natural love and affection and the said deed of gift was duly registered in the office of District Sub Registrar-II and recorded in Book No.1, Volume No.1602-2023,pages from 648807 to 648828, Being No.160217794 for the year 2023.

AND WHEREAS by a Deed of Gift dated 15th December, 2023 the said 1) Sri. Jadav Malik alias Sri. Jadab Malik (2) Smt. Dasi Pramanik and (3) Smt. Namita Patra have gifted, bequeathed, relinquished ,transferred **ALL THAT** piece and parcel of 3/4th undivided share of Bastu land measuring an area about 02 Cottachs 05 Chittacks 28.5 Sq.Ft. more or less (out of the their land holding measuring about 03 Cottchas 02 Chittacks 08 Sq.Ft. **equivalent to 209.815 Sq.Mt.** more or less)**TOGETHER WITH** divided and demarcated proportionate impartible share of land and **ALSO TOGETHER WITH** the right of enjoyment with proportionate share in the common area, easement, facilities, assurances , here ditaments , lying and situate at Mouza comprised under Mouza-Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3,5&12, under R.S. Dag No.383, under R.S. Khatian No.211, Being **Premises No.522, Kalikapur, Assesses No.31-109-06-0522-0, Kolkata—700 099**, lying and situated within the local limit of the Kolkata Municipal Corporation under Ward No.109 , Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District of South 24 Parganas in favour of Sri. Biswanath Malik son of Late lalul Malik in consideration of natural love and affection they have towards Sri. Biswanath Malik and the said Deed of Gift was duly registered in the Office of District Sub Registrar-II at Alipore and recorded in Book No.1, Volume No.1602-2023, Pages from 648661 to 648682,Being No.160217796 for the year 2023.

AND WHEREAS by virtue of the aforesaid Deed of Gifts and also by inheritance, the said Biswanath Malik son of Late lal Malak became the sole and absolute owner and solely and absolutely seized and possessed of **ALL THAT** piece and parcel of Bastu land measuring an area about 03 Cottachs 02 Chittacks 08 Sq.Ft. **equivalent to 209.815 Sq.Mt.** more or less **TOGETHER WITH** divided and demarcated proportionate impartible share of land and **ALSO TOGETHER WITH** the right of enjoyment with proportionate share in the common area, easement, facilities, assurances, hereditaments, lying and situate at Mouza comprised under Mouza-Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3,5&12, under R.S. Dag No.383, under R.S. Khatian No.211, Being **Premises No.522, Kalikapur, Assesses No.31-109-06-0522-0, Kolkata—700 099**, lying and situated within the local limit of the Kolkata Municipal Corporation under Ward No.109, Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District of South 24 Parganas.

AND WHEREAS while seized and possessed of the aforesaid land the said Biswanath Malik has mutated his name in the record of the Kolkata Municipal Corporation respect of **Premises No.522/1, Kalikapur, Kolkata- 700 099**, under **Assesses No.31-109-06-7399-7** P.S- Purba jadavpur, District- South 24 Parganas and paying taxes regularly.

AND WHEREAS thus the said Biswanath Malik became the sole and absolute owner of ALL THAT piece and parcel of bastu land measuring about 03 Cottchas 02 Chittacks 08 Sq.Ft. equivalent to 209.815 Sq.Mt. more or less **TOGETHER WITH** divided and demarcated proportionate impartible share of land and **ALSO TOGETHER WITH** the right of enjoyment with proportionate share in the common area, easement, facilities, assurances, hereditaments, lying and situate at Mouza comprised under Mouza-Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3,5&12, under R.S. Dag No.383, under R.S. Khatian No.211, Being Premises No.522/1, Kalikapur, Assesses No.31-109-06-7399-7, Kolkata—700 099, lying and situated within the local limit of the Kolkata Municipal Corporation under Ward No.109, Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District of South 24 Parganas herein after be referred to as the **“SAID PREMISES”**, more fully described in the **FIRST SCHEDULE** written hereunder.

AND WHEREAS The owner being desirous of developing the aforesaid premises being **Municipal Premises No. 522/1, Kalikapur, Kolkata- 700 099** by constructing one G+III Storied residential building with lift facilities on the aforesaid premises but due to paucity of funds and lack of expertise and expenses was looking for an experienced prospective Developer for construction of proposed residential building on the said premises and knowing the same, the developer, herein approached the owners for development of the said premises in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation and the owners have agreed to do so as per the terms and conditions mentioned therein.

AND WHEREAS To develop the said premises, the owner has entered into a Development Agreement dated 29th April, 2024 with **M/S. ANILA CONSTRUCTION CO.** a sole Proprietorship concern, having its registered office at "DIGANTA" Apartment, 70/2, Hederhat, Post Office- Kalikapur, Police Station - Survey Park, Kolkata -700099 represented by its sole proprietor, **BIBHUTI BHUSAN DAS(PAN-AIDPD4689B) & (AADHAAR NO.- 3293 8835 4908)**son of Late Bhupendra Nath Das, as Builder/Developer, herein to construct one straight Three Storied Buildings on the said premises under certain terms and conditions mentioned therein and the said Development agreement was duly registered in the office of the District Sub Registrar-V at Alipur and recorded in Book No.1, C.D Volume No.1630-2024, Pages from 37999 to 38026, Being No. 163001403 for the year 2024.**(DEVELOPMENT AGREEMENT)** .

AND WHEREAS The owner herein has also executed one Development Power of Attorney dated 29th April, 2024 in favour of the said **M/S. ANILA CONSTRUCTION CO.** a sole Proprietorship concern, having its registered office at "DIGANTA" Apartment, 70/2, Hederhat, Post Office- Kalikapur, Police Station - Survey Park, Kolkata -700099 represented by its sole proprietor, **BIBHUTI BHUSAN DAS(PAN-AIDPD4689B) & (AADHAAR NO.- 3293 8835 4908)**,the Builder/ Developer herein delegating certain powers as mentioned in the said agreement and the said Development Power of Attorney was duly registered in the office of the District Sub Registrar-V at Alipur and recorded in Book No.-I, C.D Volume No.1630-2024, Pages from 38072 to 38087 Being No.-163001406 for the year 2024. **(DEVELOPMENT POWER OF ATTORNEY)**.

AND WHEREAS The said developer have obtained building plan/permit duly sanctioned by the Kolkata Municipal Corporation vide sanctioned and /or approved **B. S. Plan No.-2024120003 dated 01.04.2024** issued by the Kolkata Municipal Corporation, Borough-XII, the developer/builder, herein has commenced / started the construction of a straight Three storied residential building containing several self contained flats, car parking spaces, etc. at its own costs, initiation and efforts in the Building named and known as **“LIVE DURBA” Premises No.522/1, Kalikapur, Kolkata- 700 099. (SANCTIONED BUILDING PLAAN/PERMIT).**

REGISTRATION OF PROJECT-

The project **“LIVE DURBA”** is registered with West Bengal Real Estate Regulatory Authority (WBRERA) under **Registration No.----- dated-----.**

AND WHEREAS The Promoter/ Developer have undertaken development of said project by constructing Multi Storied Building/s containing various Apartments, units, commercial spaces, Car parking spaces to be developed in **ALL THAT** piece and parcel of bastu land measuring about 03 Cottchas 02 Chittacks 08 Sq.Ft. equivalent to 209.815 Sq.Mt. more or less **TOGETHER WITH** divided and demarcated proportionate impartible share of land and **ALSO TOGETHER WITH** the right of enjoyment with proportionate share in the common area, easement, facilities, assurances , hereditaments , lying and situate at Mouza comprised under Mouza-Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3,5&12, under R.S. Dag No.383, under R.S. Khatian No.211, Being **Premises No.522/1, Kalikapur, Assesses No.31-109-06-7399-7, Kolkata—700 099**, lying and situated within the local limit of the Kolkata Municipal Corporation under Ward No.109 , Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District of South 24 Parganas in accordance to the sanctioned building plan no. **2024120003 dated 01.04.2024** .herein after be referred to as the **‘SAID PREMISES’** ,more fully described in the **FIRST SCHEDULE** written hereunder.

AND WHEREAS the Owner/ Developer agreed to sell and the purchaser/s agreed to purchase **ALL THAT** a Self contained independent complete **Flat No. -----** measuring a super built up area about ----- Sq.ft. (be the same a little more or less) on the ----- Floor, ----- side, **TOGETHER WITH** One Open/Covered Car Parking Space measuring an area about ----- Sq.ft. (be the same a little more or less) Bearing No. ----- **ALSO TOGETHER WITH** undivided proportionate impartible and indivisible share of land

underneath thereto under the project known and named as “**LIVE DURBA**” Being **KMC Premises No.522/1, Kalikapur, Kolkata- 700 099** , Police station- Panchasayer (Previously Purba jadavpur) , District – South 24 Parganas at or for a total consideration of Rs. -----
 ---/- (Rupees -----) only, herein after referred to as the “**SAID UNIT**”.
 (more fully and particularly described in the **SECOND SCHEDULE** written herein below and the said flat is more clearly shown and delineated in a map or plan bordered with **RED** annexed to this indenture.

THE PARTIES TO THIS INDENTURE BOTH HEREBY AGREE DECLARE AND COVENANT AS FOLLOWS: -

1. The purchasers have verified all papers and documents and have fully satisfied themselves with the title of the said property.
2. The purchaser have satisfied about the materials used, craftsmanship, measurement of the unit and also about the construction of flat as per specification of the building visually / technically and will not raise any objection and or dispute in future unless serious defects occurs.
3. The purchaser will abide by the rules and regulations of the Deeshari Iris for peaceful and betterment use of the flat for residential purposes only and will not be entitled to use and allow the said flat to be used for any illegal or immoral purposes or for any other purpose which may cause annoyance or inconveniences to the other adjoining and neighboring flat owners and will not make any addition, alteration to the flat without written permission of the Owner/ Developer and also after getting the written approval and or permission to be obtained from Kolkata Municipal Corporation at their own costs, initiation and effort. Similarly the flat owners shall not keep in parking place anything other than private Motor car /Motor cycle and shall not raise or put up any kutchra or pucca construction, grill wall/enclosure thereon or part thereof and shall keep it always open as before.
4. The Vendor/Developer company herein shall and will at the costs and request of the purchasers do all the acts, deeds things and matters for assuring the said unit more perfectly and effectively as and when the purchaser may be reasonably required the same.
5. The Vendor/Developer company herein shall handover the possession of the said unit simultaneously upon execution and/or registration of this instrument.

6. The purchaser/s shall observe and fulfil all the terms and conditions of the Deed of Conveyance
7. The stamp duty and registration fees and other incidental charges and expenses shall be borne by the purchasers herein for registration of this indenture.
8. The purchaser/s shall observe, fulfil and perform all the covenants for the common purpose and shall pay and discharge all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.
9. The flat owner/s shall directly apply to the CESC for individual connection in his/her/ their names and shall pay meter processing charges and the security deposit directly to CESC.
10. The flat owners shall directly apply before the Kolkata Municipal Corporation for mutation of the unit in his/her / their names.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of Rs. -----/- (Rupees -----) only paid by the purchaser/s to the Vendor (the receipt whereof the Vendor / Developer company doth hereby and also by the memo of consideration written hereunder admit and acknowledge) and of the payment of the same the Vendor /Developer Company for ever release, discharge and acquit the purchasers **ALL THAT** the said unit, more fully and particularly described in **SECONDSCHEDULE** hereunder and the said flat delineated in the Map or Plan annexed hereto bordered with **RED** color and the Vendor/ Developer Company doth hereby grant, sell, transfer, convey, assign and assure the said unit **TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto in the said building and **ALSOTOGETHER WITH** right of enjoyment with proportionate share in the common areas, easement, facilities, assurances, hereditaments etc., as mentioned in the **THIRD SCHEDULE** hereunder and subject to proportionate share in the common liabilities as mentioned in the **FOURTH SCHEDULE** hereto and subject to all other terms and conditions as mentioned herein and in other schedule(s) unto and to the use of the purchasers **TO HAVE AND TO HOLD** thesame absolutely free from all encumbrances attachment and charges lispences, whatsoever and howsoever and all the right, title, interest, whatsoever of the purchaser into or upon the same or any part thereof **TOGETHER WITH** the benefit of full power and authorities to appear

before the Kolkata Municipal Corporation for mutating the name of purchasers and to do or act any or all as may be necessary as fully and effectually as the purchasers could do in respect of the said unit hereby demised conveyed or any part portion thereof now are or at any time hereto form or situated, butted and bounded called known, numbered, described, distinguished **ALSOTOGETHERWITH** all sewers, drains, walls, yards, ways, paths, passages, water, water courses and all other rights, liabilities, privileges, easements, profits appendages and appurtenances whatsoever to the said unit or the said building and reversion or reversions remainder or remainders and the rent, issues and profit of and in connection with the said unit and all that estate, right, title, interest, property, claim and demand whatsoever of the company unto or upon the said unit and all other benefits and rights herein comprised and hereby granted, sold, conveyed, transferred, assign and assure or intended so to be and every part or parts thereof respectively **ALSOTOGETHER WITH** the right, liberties and appurtenances whatsoever in respect of the said unit to and the unit of the purchaser free from all encumbrances, trusts, liens and attachments whatsoever **AND ALSO TOGETHER WITH** easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said unit and other unit by the respective co-owners and / or occupants of the said building **TO HAVE AND TO HOLD** the said unit and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof respectively absolutely and forever **SUBJECT TO** covenants and all subject to the purchasers regularly paying and discharging all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.

FIRST SCHEDULE

(Description of the Property)

ALL THAT piece and parcel of Bastu land measuring an area about **03 Cottchas 02 Chittacks 08 Sq.Ft. equivalent to 209.815 Sq.Mt.** more or less **TO-GETHER WITH** one R.T. Shed measuring about 100 sq ft more or less standing thereat, comprised under Mouza-Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3 ,5 &12, under R.S. Dag No.383, under R.S.Khatian No.211, Being **Premises No.-522/1, Kalikapur, Assesses No.- 31-109-06-7399-7 P.O.- Mukundapur, P.S.- Purba Jadavpur, Kolkata-700 099, TOGETHER WITH** divided and demarcated proportionate impartible share of land and **ALSO TOGETHER WITH** the right of enjoyment with proportionate share in the common area, easement, facilities, assurances , **ALSO TOGETHER WITH** all trees , fences , hedges , ditches , ways , waters , lights , liberties , privileges and appurtenances

whatsoever to the said premises, lying and situated within the local limit of the Kolkata Municipal Corporation under Ward No.109 , Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District South 24 Parganas butted and bounded by-

- ON THE NORTH** :- 20'-0" Wide K.M.C. (Black Top) Road.
- ON THE EAST** :- Part of Land Premises No. 522, Kalikapur (Lot-B).
- ON THE SOUTH** :- Land of Khageswar Mohanta and Hira Rani Mohanta.
- ON THE WEST** :- Land of Lalan Mancha.

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Said Unit)

ALL THAT self contained, independent, finished **FLAT No.**-----on ----- Floor, ----- side measuring a super built up area of ----- Sq.ft. (be the same a little more or less), consisting of ----- Bed Rooms, ----- Living / Dining Room, ----- Kitchen, -----Toilets and ----- Balcony, **TOGETHER WITH** One Open /Covered Car Parking Space, measuring an area about ----- Sq.ft. (be the same a little more or less) Bearing No. -----, **ALSO TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto under the Project known and named as "**LIVE DURBA**" **KMC Premises No.522/1, Kalikapur, Kolkata 700 099**, Police station- Panchasayer(Previously Purba jadavpur) , District – South 24 Parganas.

THIRD SCHEDULE

(Common rights, facilities and amenities)

The right in common with the other co-owners and occupiers of the said building regarding common rights, facilities and amenities appurtenant thereto are as follows : -

1. Rider, beam and main supporting wall.
2. Lift, Lift Well and Lift Room.

3. Staircases, Passages, Landings, Lobbies, Compounds, ways, Paths and ingress and egress of the said building.
4. Roof and Staircase Room.
5. Pump Room, Electricity Meter Room, Pump, Septic Tank, Water Reservoir (overhead and underground).
6. Water Connections, Electricity Connections, Sewerage, Common Plumbing Installations, Common Electricity installations.
7. Roof Light, Passage Light, Stair Cases Light including Common Electrification of the said building.
8. The boundary wall and main gate of the said building.

FOURTH SCHEDULE

(Common Expenses)

1. All proportionate costs of maintenance for, operating, repairing, painting, reconstructing, decorating, redecorating and lightning of the common parts, paths, areas, intercom facilities, generator/power back-up etc. as stated hereinabove of **"LIVE DURBA"** and also the boundary wall of the said building as well as said project.
2. All proportionate costs of maintaining passages, lobbies, staircases, compounds, common toilet, lift, lift well, lift room etc.
3. All proportionate cost and expenses for maintaining, repairing and replacing the passage light, roof light, staircase light, compound light, lift light, lift fan, and all common electrical fittings and installation of the said building as well as said project.
4. All proportionate costs and expenses for maintaining, repairing and replacing the common water connection, pipe, pipe line, water pump, with its fittings and fixture, rain water pipes and all other common fittings and installation for water connection of the said building as well as said project as stated herein.
5. The salaries of Jamaders, Caretakers, Plumbers, Electricians, Guards, Men employed for water treatment, sewerage treatment, intercom facilities and other service providers of **"LIVE DURBA"** to be borne by the purchasers proportionately with other co-owners and occupiers of the same.

6. All other costs, expenses and charges which are necessary and essential to protect and safeguard the interest of the said building as well as "LIVE DURBA" to be borne by the purchasers proportionately with others.
7. That If any charges for insuring the said building against earthquake, fire, flood, rioting, lightning etc. to be borne proportionately by the purchasers.
8. That from the date of taking official possession of the said unit by virtue of the possession certificate issued /given by the Vendor/developer the purchaser/s shall bear and pay the municipal taxes, water taxes, electricity charges proportionately, till separately assessed and installed in his /her/their names.
9. The flat owner will co-operate with other co-owners of the project for betterment, beneficial use and enjoyment of the said unit in the said project.
12. The Developer Company reserves the right to maintain the project till completion of the entire project and the project will be handed over to the Flat Owners Association on completion of the entire project.

**FIFTH SCHEDULE-
SPECIFICATION**

1.	Structure:	Building designed with R.C.C. frame structure rests on individual column foundation as per structural design approved by the competent Authority.
2.	External Wall :	8" thick bricks wall and plastered with 1 : 5 Cement Moter.
3.	Internal Wall :	3", 5" thick bricks wall and plastered with 1 : 5 Cement Mortar.
4.	Flooring :	Bed rooms, drawing – cum – dining hall and Toilets – 2'x2' marble In front of stair case
5.	Dado :	The toilet dado 6' – 0" height with glazed tiles.
6.	Kitchen :	Cooking platform and sink (stainless steel) will be of Granite Marble And up to 3' – 0" height glazed tiles above the platform.
7.	Toilet :	Toilets will be of western type Pink commode of Hindware / Peryware brand with Pink PVC cistern Facility. Each toilets will be provided with two bib cock and one shower, two stop cocks of Esco brand and Geyser (in any one toilet) for hot and cold water. Floor Pink Marble.
8.	Verandah :	M.S. box grill will provided at Verandah with Standard design.

9.	Stair Case:	3' – 0" high steel railing.
10.	Doors :	All doors frame of sale wood and shutter will be Phenol bonded door will be wooden (Gamary) panel type Godrej lock provided at the main door. toilet door shutters will be of PVC syntax type.
11.	Windows:	Wooden window with standard M.S. Grill will be provided with 3 mm smoke glass.
12.	Dining Space :	In the dining space one basin will be provided..
13.	Roof Treatment :	Flooring in gray cement with proper water proofing chemical treatment will be provided at roof.
14.	Painting :	All the interior walls, ceiling, beams etc will be with Plaster of Paris. External surface of the building will be painted with weather coat or equivalent.
15.	Sanitary & Water Supply :	All the soil, waste water, rain water pipes will be of PVC. All the water supply line will be of PVC pipes of approved brand. One over-head water tank, Septic tank will be provided in the Building.
16.	Water reservoir :	One adequate capacity over head and one under ground water reservoir shall be provided.
17.	Electric Works :	<p>(1) Full concealed type wiring with approved brand wire (Finolex /Havels) and ISI standard anchor/havells switches and boards with M. C. B.</p> <p>(2) In Bed rooms : Three light points, Two 5-amp plug point, one fan point and A.C. point (in one bed room Per flat).</p> <p>(3) In Dining space : Three light point, two fan point, One 5-amp plug, one 15- amp plug points. (4)</p> <p>In Kitchen : one light point, one exhaust fan point, and Two 15-amp plug point.</p> <p>(5) In Toilet : one light point, one exhaust fan point, and one 15-amp plug point.</p>

		<p>(6) In Verandah : One light point. One fan point.</p> <p>(7) One TV line & Cable point will be in dining space.</p> <p>(8) One light point and one calling bell point at main entrance of flat.</p> <p>(9) one telephone point will be in drawing room.</p> <p>(10) Personal Electric meter from CESC will be on account of the Purchasers / Owners.</p>
18.	Common Area :	All passage work will be net cementing. Parking area pavers Tiles.
19.	Extra Works :	Any extra works other than specification aforesaid will be charged extra as decided by the Developer . All request for addition /alteration work have to be conveyed to the Developer in advance and shall be accepted in writing and repaid before starting of brick work, thereafter no request for addition/ alteration will be entertained.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands, seals and signatures in this indenture on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the OWNER/VENDOR

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

OWNER/VENDOR

SIGNED, SEALED AND DELIVERED by the DEVELOPER

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

DEVELOPER

SIGNED AND ACCEPTED by the PURCHASER

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

PURCHASER

Drafted by: -

Computer print by :-

MEMO OF CONSIDERATION

RECEIVED of and from the within named purchaser the within mentioned sum of Rs.-----
-----/- (Rupees -----) only being the full consideration
amount by the above named vendor / developer as per memo here under written.

Date

Ch. No.

Bank & Branch

Amount

(Rupees -----only)

WITNESSES :-

1)

2)

VENDOR/DEVELOPER