

DEED OF CONVEYANCE

Date: / /

Nature of Document: **DEED OF CONVEYANCE**

Parties: Collectively, the following which will include their and each of their respective heirs, executors, administrators, legal representatives and assigns.

OWNER: (1) SRI SUSANTA KUMAR NANDY (PAN- ABSPN2037K, Aadhaar No. 4848 6774 5514), son of Late Purna Chandra Nandy, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Dakshin Kumrakhali, Green Park, P.O.- Narendrapur, P.S.- Narendrapur, Kolkata-700103, District- South 24 Parganas and **(2) SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186),** son of Late Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alilpore, Kolkata-700038, represented by their Constituted Attorney, executed and registered Power of Attorney dated in favour of **M/S. NAVYUG DEVELOPER (PAN- AAKFN7669J),** a Partnership Firm, having its office at 2235/778, Dakshin Kumrakhali, P.O.- Narendrapur, P.S.- Sonarpur at present Narendrapur, Kolkata-700103, District – South 24 Parganas, represented by its partners **(1) SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186),** son of Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038, **(2) JYOTI CHAWLA (PAN- ABCPC0061A,**

Aadhaar No. 6454 4651 0066), wife of Naveen Chawla, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at PP-3, Maurya Enclave, Pitampura, North West Delhi, Pin- 110034. **Represented and executed by one of its partners SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038, by virtue of Resolution dated 15.06.2022 (by virtue of a Power of Attorney dated 08.07.2022 Vide Book No. I, Volume No. 1603-2022, pages 372453 to 372481, Deed No. 160310394 for the year 2022), hereinafter called the ‘OWNER’ of the ONE PART.

AND

PURCHASER : , hereinafter called ‘the PURCHASER of the SECOND PART.

AND

DEVELOPER : M/S. NAVYUG DEVELOPER (PAN- AAKFN7669J), a Partnership Firm, having its office at 2235/778, Dakshin Kumrakhali, P.O.- Narendrapur, P.S.- Sonarpur at present Narendrapur, Kolkata-700103, District – South 24 Parganas, represented by its partners (1) **SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038, (2) **JYOTI CHAWLA (PAN- ABCPC0061A, Aadhaar No. 6454 4651 0066)**,

wife of Naveen Chawla, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at PP-3, Maurya Enclave, Pitampura, North West Delhi, Pin- 110034. **Represented and executed by one of its partners SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038, by virtue of Resolution dated 15.06.2022, hereinafter called the **DEVELOPER** of the **THIRD PART**.

Subject of Conveyance:

Transfer of said flat and Appurtenances:

Said Flat: ALL THAT piece and parcel of one facing Residential Flat No., having super built up area Sq. Ft. more or less on Floor with Flooring consisting of () Bed Rooms, () Dining Cum Kitchen Room, () Balcony, () Bath, and () W.C of the G+IV Storied Building named as **“Raj Rajeswari Apartment”** lying and situated at **ALL THAT** piece and parcel of land measuring more or less 27 Cottahs 9 Chittacks 14.80 sq.ft. along with a building namely “Raj Rajeswari Apartment” standing thereon i.e. 2 Cottah 3 Chittack 4.8 sq.ft. in R.S. Dag No. 1405, 6 Cottah 12 Chittack 15 Sq.ft. in R.S. Dag No. 1414, 9 Cottahs 1 chittack 9 sq.ft. in R.S. Dag No. 1415, 7 Cottah 1 Chittack 39 Sq.ft. in R.S. Dag No. 1416 and 2 cottahs 6 chittacks 37 sq.ft. in R.S. Dag No. 1417,

under R.S. Khatian Nos. 798, 802 and 1527 corresponding to L.R. Dag Nos. 1481, 1491, 1492, 1493, 1490 under L.R. Khatian Nos. 1415, 2932 and 2931 in Mouza- Kumrakhali, J.L. No. 48, within P.S.- Sonarpur, District- South 24 Parganas, with tile shed cemented structure measuring 100 sq.ft. within the limits of the Rajpur Sonarpur Municipality, Ward No. 27 having Holding No. 2068, Dakshin Kumrakhali, Sonarpur Station Road, Kolkata-700103, fully described in the SECOND SCHEDULE hereunder written (hereinafter called the SAID PROPERTY).

Land Share: Undivided, impartible, proportionate and variable share in the land comprised in the said property as is attributable to the Said Flat (Land Share). The Land Share is /shall be derived by taking into consideration in proportion, of the super built up area of the Said Flat out of the total super built up area of the Said Building.

Share in Common Portions: Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building as is attributable to the Said Flat (Share in Common Portions) and the said common areas, amenities and facilities are fully described in the THIRD SCHEDULE hereunder written (collectively Common Portions). The Share in Common Portions is /shall be derived by taking into consideration in proportion of the super built up area of the Said Flat out of the total super built up area of the Said Building.

Background:

Ownership of the Landowners: By virtue of the events and in the circumstances, the Landowner became the absolute owner of the Said Property, free from all encumbrances and remained in peaceful possession thereof, particularly described as follows:

WHEREAS one Sri Prasanta Kumar Nandy, son of Late Purna Chandra Nandy, Sri Susanta Kumar Nandy, the Owner No.1 herein and Namita Roy Chowdhury, since deceased, were the joint owners of the land measuring 844 Sataks more or less in various Dags of Mouza - Kumrakhali, J.L No. 48, Police Station: Sonarpur, District: 24 Parganas (South), having undivided share of $1/4^{\text{th}}$, $1/2$ and $1/4^{\text{th}}$ respectively and they were in joint possession of the said land.

AND WHEREAS the said land had been mutually partitioned by and between them by the registered Deed of Partition, written in Bengali, executed on 21st July, 1978, by said Sri Susanta Kumar Nandy, mentioned as the First Part therein and the Owner No.1 herein, Sri Prasanta Kumar Nandy, mentioned as the Second Part therein and said Namita Roy Chowdhury, mentioned as the Third Part therein, wherein it had been agreed and settled mutually that the land measuring 436 (Four hundred thirty-six) Sataks more or less in the different Dags including 11 (Eleven) Sataks in R.S. Dag No. 1416, under R.S. Khatian No. 802 and 6 (six) Sataks in R.S. Dag No. 1416, under R.S. Khatian No. 798,

totalling 17 (Seventeen) Sataks brick filed land out of 51 (Fifty-one) Sataks, 8 (Eight) Sataks more or less in the eastern side of 23 (Twenty-three) Sataks brick field in R.S. Dag No. 1405, under R.S. Khatian No. 798, 6 (six) Sataks more or less in R.S. Dag No. - 1417, under R.S. Khatian No. 1527, 7 (seven) Sataks land in the Eastern side of the brick field land measuring 14 (Fourteen) Sataks more or less in the portion of R.S. Dag No. 1418, under R.S. Khatian No. 1527 and 15 (Fifteen) Sataks bastu land in R.S. Dag No. 1415, under R.S. Khatian No. 1527 had been allotted to said Sri Susanta Kumar Nandy, the owner herein and the land measuring 220 (Two hundred twenty) Sataks more or less, in the different Dags including 14 (Fourteen) Sataks brickfield land of the 51 (Fifty-one) Sataks in the portion of R.S. Dag No. 1416, under R.S. Khatian No. 802 and 15 (Fifteen) Sataks bastu land both under R.S. Khatian No. 802 had been allotted to said Sri Prasanta Kumar Nandy and land measuring 218 (Two hundred eighteen) Sataks more or less in the different Dags including 20 (Twenty) Sataks brick field land of the 51 (fifty-one) Sataks in the portion of R.S. Dag No. 1416, under R.S. Khatian No. 798 and 7 (Seven) Sataks brick field land of the 14 (Fourteen) Sataks in the portion of R.S. Dag No. 1418, under R.S. Khatian No. 1527 had been allotted to said Namita Roy Chowdhury, since deceased, which had been registered on 21st July, 1978, in the Office of the District Sub Registrar at Alipore, District: 24 Parganas (South), recorded in Book No. I, Volume No. 169, at Pages 127 to 137, Being No. 4287 for the year 1978.

AND WHEREAS said Sri Susanta Kumar Nandy and his said brother and sister used to posses and enjoy the land in the different Dags as per their respective portions as per terms of the said Deed of Partition.

AND WHEREAS the names of the said Susanta Kumar Nandy, the Owner No.1 herein, said Prasanta Kumar Nandy and said Namita Roy Chowdhury, since deceased, had been recorded in the operation of land reforms settlement of the State of West Bengal in respect of their respective land as being L.R. Khatian Nos. 1415, 821 and 672 respectively and the Record of Rights had been finally published by the State of West Bengal in their respective names and said R.S. Dag Nos. 1405, 1416, 1417 and 1418 had been renumbered as being L.R. Dag Nos. 1481,1492,1493 and 1494 respectively in the said LR. Settlement.

AND WHEREAS one demarcated and separated plot of land measuring 11 (Eleven) Chittacks 23 (Twenty-three) Square Feet more or less in the portion of R.S. Dag No. 1416, under R.S. Khatian No. 802, LR. Dag No. 1492, under LR. Khatian No. 821, of the 14 (Fourteen) Sataks land, allotted to said Sri Prasanta Kumar Nandy as per terms of the said Deed of Partition dated 21st July, 1978 had been gifted by said Sri Prasanta Kumar Nandy to his youngest brother said Sri Susanta Kumar Nandy, the Owner No.1 herein, by virtue of a registered Deed of Gift written in Bengali, executed on 27th November, 2008, executed by said Sri Prasanta Kumar Nandy, mentioned as the Donor

therein, in favour of said Sri Susanta Kumar Nandy, the Donee therein and the Owner No.1 herein, which had been registered on 27th November, 2008 in the Office of the Additional District Sub Registrar, Sonarpur, District: 24 Parganas (South), recorded in Book No. I, CD. Volume No. 43 at Pages 1438 to 1457, Being No. 11582, for the year 2008.

AND WHEREAS during peaceful enjoyment over the allotted land by virtue of the said Deed of Partition dated 21st July, 1978, by said Namita Chowdhury, she died intestate on 10th October, 1996, leaving behind her surviving her husband Manindra Roy Chowdhury, since deceased, only son Sri Kalyan Roy Chowdhury and only daughter Smt. Mousumi Talukdar (Roy Chowdhury), as her legal heirs and successors to inherit the entire estate including the said land of Mouza Kumrakhali, left by her according to Hindu School of Law, having undivided 1/3rd share each, subsequently said Manindra Kumar Roy Chowdhury died intestate on 29th November, 1998 leaving behind him surviving his said son and daughter, as his legal heirs and successors.

AND WHEREAS after the death of said Namita Roy Chowdhury and Manindra Nath Roy Chowdhury, their said son and daughter namely, Sri Kalyan Roy Chowdhury and Smt. Mousumi Talukdar (Roy Chowdhury) became the joint owners of the property left by their deceased mother Namita Roy Chowdhury, having undivided 1/2share each.

AND WHEREAS during peaceful enjoyment over the undivided 1/2share of land in R.S. Dag Nos. 1416 and 1418, left by her

deceased mother Namita Roy Chowdhury by said Mousumi Talukdar (Roy Chowndury), she gifted the same to her brother Sri Kalyan Roy Chowdhury, by one registered Deed of Gift executed on 28th April, 2003 and registered on 5th May, 2003, registered in the Office of the Additional District Sub-Registrar at Sonarpur, District: 24 Parganas (South), recorded in Book No. I, Volume No. 68, at Pages 291 to 298, Being No. 3873, for the year 2003.

AND WHEREAS said Sri Kalyan Roy Chowdhury became the sole and absolute owner of the said 20 (Twenty) Sataks brick field land in R.S. Dag No. 1416 and said 7 (Seven) Sataks brick field land in R.S. Dag No. 1418 including other properties, left by his deceased mother Namita Roy Chowdhury and he sold and transferred one demarcated and separated plot of land 4 (Four) Chittacks 2(Two) Square Feet more or less in the portion of R.S. Dag No. 1418, under R.S. Khatian No. 1527 and L.R. Dag No. 1494, under LR. Khatian No. 672 of Mouza : Kumrakhali, to Sri Susanta Kumar Nandy, the owner herein, by one registered Deed of Sale written in Bengali executed on 26th February, 2010 and registered on 26th February, 2010, registered in the Office of the Additional District Sub- Registrar at Sonarpur, District: 24 Parganas (South), recorded in Book No. I, C.D. Volume No. 7, at Pages 1321 to 1334, Being No. 02281, for the year 2010.

AND WHEREAS said Sri Susanta Kumar Nandy, the owner No.1 herein, said Sri Prasanta Kumar Nandy and said Sri Kalyan Roy Chowdhury were the joint owners of the land measuring 28

(Twenty-eight) Cottahs 11 (Eleven) Chittacks 12 (Twelve) Square Feet more or less in R.S. Dag No. 1416 and L.R. Dag No. 1492 of the said Mouza Kumrakhali jointly and they were jointly possessing and enjoying said land as per their undivided respective share.

AND WHEREAS said Sri Susanta Kumar Nandy, the owner No.1 herein, Sri Prasanta Kumar Nandy and Sri Kalyan Roy Chowdhury amicably partitioned the said land measuring 28 (Twenty-eight) Cottahs 11(Eleven) Chittacks 12 (Twelve) Square Feet more or less after deducting the land measuring 5 (Five) Cottahs 5 (Five) Chittacks 9 (Nine) Square Feet for the common road to be used the them and remaining land measuring 23 (Twenty three) Cottahs 6 (Six) Chittacks 3 (Three) Square Feet more or less had been demarcated and separated portion to them respectively by one registered Deed of Partition written in Bengali executed on 26th February, 2010 and registered on 26th February, 2010 wherein demarcated portion of land measuring 10 (Ten) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less together with right of common enjoyment and possession of the 25' wide Road running from Sonarpur Station Road in the portion of R.S. Dag No. 1416, L.R. Dag No. 1492 had been allotted to said Sri Susanta Kumar Nandy, the owner herein, which had been morefully described and written in SCHEDULE - "KHA" thereunder and marked and identified as LOT - "A" and the said land had been delineated with the "RED" border line in the MAP or PLAN annexed thereto being the part of this said Deed of Partition, which had been registered in the Office of the

Additional District Sub-Registrar at Sonarpur, District : 24 Parganas (South), recorded in Book No. I, C.D. Volume No. 7, at Pages 1100 to 1115, Being No. 2291, for the year 2010.

AND WHEREAS the name of said Sri Susanta Kumar Nandy had been mutated and recorded in the Office of the Rajpur-Sonarpur Municipality in respect of the said brick field land measuring 10 (Ten) Cottahs 5 (Five) Chittacks 15 (fifteen) Square Feet more or less equivalent to 17 (Seventeen) Sataks in the portion of R.S. Dag No. 1416 L.R. Dag No. 1492, bastu land measuring 8 (Eight) Sataks more or less in the portion of R.S. Dag No. 1405, L.R. Dag No. 1481, brick field land measuring 14 (Fourteen) Sataks more or less in R.S. Dag No. 1417, L.R. Dag No. 1493 and land measuring 3 (Three) Cottahs 9 (Nine) Chittacks 35 (Thirty-five) Square Feet more or less in the portion of R.S. Dag No. 1418, L.R. Dag No. 1494, totalling 46 (Forty-six) Sataks more or less and other land in other Dags and after said mutation, it had been known, numbered and distinguished as being Municipal Holding No. 178, under Municipal Ward No. 27, in his name and he used to pay the Municipal Taxes in the said Municipal Office in respect of the said property at the said Municipal Holding being the sole and absolute owner thereof.

AND WHEREAS the said R.S. Dag Nos. 1416, 1417 and 1418 and L.R. Dag Nos. 1492 and 1494 respectively had been recorded as brick field land in the Record of Rights in the Revisional Settlement, and Land Reform Settlement, but the preparing or making of the bricks had been stopped in the said

land in the said Dags since a very long time and it was lying as bare land, subsequently the said brick field land measuring 10 (Ten) Sataks in R.S. Dag No. 1416 and L.R. Dag No. 1492 had been converted into bastu land vide Memo No. 41/1619/con/BL-SNP/10 dated 19th August, 2010 passed by the B.L & L.R.O. of the Sonarpur in favour of Sri Susanta Kumar Nandy, the owner herein, said brick field land measuring 7 (Seven) Sataks in R.S. Dag No. 1416 and LR. Dag No. 1492 had been converted into bastu land vide Memo No. 41/1628/con/BL-SNP/10 dated 24th August, 2010 passed by the B.L. & L.R.O. of the Sonarpur in favour of Sri Susanta Kumar Nandy, the owner herein, said brick field land measuring 4 (Four) Sataks in R.S. Dag No. 1417 and L.R. Dag No. 1493 had been converted into bastu land vide Memo No. 41/ 1610/ con/ BL-SNP/ 10 dated 17th August, 2010 passed by the B.L. & L.R.O. of the Sonarpur in favour of Sri Susanta Kumar Nandy, the owner No.1 herein, said brick field land measuring 7 (Seven) Satak in R.S. Dag No. 1418 and LR. Dag No. 1494 had been converted into bastu land vide Memo No. 41/1645/con/BL-SNP/10 dated 26th August, 2010 passed by the B.L & LR.O. of the Sonarpur in favour of Sri Susanta Kumar Nandy, the owner herein.

AND WHEREAS the Owner No.1 herein has been possessing and enjoying the demarcated and separated plot of land measuring 7 (Seven) Cottahs 1 (one) Chittack 39 (Thirty-nine) Square Feet more or less out of said land measuring 10 (Ten) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less in the portion of

R.S. Dag No. 1416, LR. Dag No. 1492, under R.S. Khatian Nos. 802 and 798 and LR. Khatian No. 1415 of Mouza Kumrakhali, J.L. No. 48, within the limits of the Rajpur-Sonarapur Municipality, Ward No. 27 in the portion of the Municipal Holding No. 178, Police Station-Sonarapur, Kolkata-700103, District: 24 Parganas (South).

AND WHEREAS the owner No.1 herein also has been possessing and enjoying the bastu land measuring 8 (Eight) Cottahs 1 (one) Chittack 2 (Two) Square Feet more or less in the R.S. Dag No. 1415, under R.S. Khatian No. 1527, LR. Dag No. 1491, under LR. Khatian No. 1415 of Mouza Kumrakhali, J.L. No. 48, within the limits of the Rajpur-Sonarapur Municipality, Municipal Ward No. 27, at being the portion of the Municipal Holding No. 178, Police Station - Sonarapur, Kolkata-700103, District: 24 Parganas (South), which is on the eastern side of the said land measuring 7 (Seven) Cottahs 1 (one) Chittack 39 (Thirty-nine) Square Feet in R.S. Dag No. 1416.

AND WHEREAS the Owner No.1 herein is the sole and absolute owner of the land measuring 7 (Seven) Cottahs 1 (one) Chittack 39 (Thirty-nine) Square Feet more or less in the portion of R.S. Dag No. 1416, under R.S. Khatian Nos. 802 and 798, L.R. Dag No. 1492, under LR. Khatian No. 1415, land measuring 9 (nine) Cottahs 1 (One) Chittack 9 (Nine) Square Feet more or less in the portion of R.S. Dag No. 1415, under R.S. Khatian No. 1527, L.R. Dag No. 1491, under L.R. Khatian No. 1415, land measuring 2 (Two) Cottahs 6 (Six) Chittacks 37 (thirty-seven) Square Feet more or less

in the portion of R.S. Dag No. 1417, under R.S. Khatian No. 1527, LR. Dag No. 1493, under L.R. Khatian No. 1415 and land measuring 2 (Two) Cottahs 3 (Three) Chittacks 4.80 Square Feet more or less in the Southern portion of the R.S. Dag No. 1405, under R.S. Khatian No. 798, L.R. Dag No. 1481, under L.R. Khatian No. 1415, totalling land measuring 20 (Twenty) Cottahs 12 (Twelve) Chittacks 44.80 Square Feet more or less of Mouza -Kumrakhali, J.L. No. 48, at being portion of Municipal Holding No. 178, Municipal Ward No. 27, within the limits of the Rajpur Sonarpur Municipality, Police Station - Sonarpur, Kolkata-700103, District: 24 Parganas (South) and he is possessing and enjoying the same as the lawful owner thereof, out of the total land described in the **FIRST SCHEDULE** hereunder and the said plot of land has duly been mutated in his name as a separate Holding being Holding No.2068, Dakshin Kumrakhali within Ward No.27 of the Rajpur Sonarpur Municipality.

AND WHEREAS by virtue of the registered Deed of Conveyance dated 29.09.2011 registered in the office of ADSR Sonarpur South 24 Parganas and entered in Book No.1, CD Volume No.26, Pages from 2550 to 2568 being No.11187 for the year 2011, the Owner Nos.2 and 3, therein the Purchasers, duly purchased all that the demarcated plot of bastu land measuring 6 Cottahs 12 Chittacks 15 Sq. Ft. out of the 15 decimals in part of R.S. Dag No.1414 (LR. Dag No.1490) under R.S. Khanda Khatian No. 1527 coming from Khatian No.578, corresponding to L.R. Khatian No.1169/1, in Mouza Kumrakhali, J.I. No.48, within P.S. & ADSR Sonarpur, District South 24 Parganas, against

valuable consideration from the then owners Smt. Kananbala Mondal and others.

AND WHEREAS that to rectify one typing mistake regarding Khatian Number mentioned in the said Deed of Conveyance dated 29.09.2011 the Owner Nos. 2 and 3 had to make one registered Deed of Declaration on 17.11.2011 and that has duly been registered in the office of ADSR Sonarpur and entered in Book No. IV, CD Volume No.4, Pages from 3339 to 3346 being No.02339 for the year 2011.

AND WHEREAS that the aforesaid purchased land of the Owner No. 2 & 3 in R.S. Dag No.1414 has been recorded in the office of the B.L.& L.R. in L.R. Dag No.1490 under LR. Khatian No.2931 and 2932 in their names and being Holding No.1915, Dakshin Kumrakhali, within Ward No.27 of the Rajpur Sonarpur Municipality.

AND WHEREAS for the purpose of amalgamation of the aforesaid plots of land the Owners executed and registered two deeds of conveyance on 27.01.2012 in the office of ADSR Sonarpur being Deed Nos. 1/892 of 2012 and 1/894 of 2012, transferring small portion of undivided share from their respective plots to other owners and accordingly the entire plot of-land has been amalgamated and got mutated and recorded as a single Holding being Holding No.2068, Dakshin Kumrakhali, within Ward No.27 of the Rajpur Sonarpur Municipality.

AND WHEREAS the Owner being desirous of developing and exploiting commercially the said premises entered into a registered Agreement dated 27.10.2014 registered in the Office of D.S.R.-IV, Alipore, South 24 Parganas and was recorded in Book No. I, CD Volume Number – 46, pages from 1511 to 1544, Being No. 07964 for the year 2014 with Developer by demolishing the existing structure and by constructing a new building thereon accordance with the building plan to be sanctioned by the Rajpur - Sonarpur Municipality.

AND WHEREAS in connection with the said Development Agreement the said Executant as Owners also executed a Development Power of Attorney on 6th day of September, 2016 in favour of said **M/S. NAVYUG DEVELOPER**, a Partnership Firm, having its office at 2235/778, Dakshin Kumrakhali, P.O.- Narendrapur, P.S.- Sonarpur at present Narendrapur, Kolkata-700103, District – South 24 Parganas, represented by its partners (1) **SRI DHEERAJ LALWANI** and (2) **SRI PREM LALWANI**, since deceased to do all acts, deeds and things as enumerated in the said Power of Attorney. The said Power of Attorney was duly registered in the office of D.S.R.-IV, Alipore, South 24 Parganas and was recorded in Book No. I, Volume Number – 1604-2016, pages from 158566 to 158588, Being No. 160405805 for the year 2016.

AND WHEREAS the said Prem Lalwani died on 18.10.2019 by executing a Will dated 5th June, 2017 and said Will has been probated being Act 39 Case No. 409 of 2019 on 27th August, 2021 in favour of Sri Dheeraj Lalwani.

AND WHEREAS now Dheeraj Lalwani became the absolute owner of share of Prem Lalwani, since deceased according to said Will.

AND WHEREAS the Developer has prepared a Building plan for the said premises and has submitted the same to the Rajpur - Sonarpur Municipality for sanction and the Rajpur- Sonarpur Municipality accorded its sanction Plan No. 844/CB/27/80 dated 17.07.2014.

DEVELOPMENT AGREEMENT:

Said Land owners, **(1) SRI SUSANTA KUMAR NANDY (PAN-ABSPN2037K, Aadhaar No. 4848 6774 5514)**, son of Late Purna Chandra Nandy, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Dakshin Kumrakhali, Green Park, P.O.- Narendrapur, P.S.- Narendrapur, Kolkata-700103, District- South 24 Parganas and **(2) SRI DHEERAJ LALWANI (PAN-ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Late Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alilpore, Kolkata-700038 entered into a Development Agreement, on 27.10.2014 with **M/S. NAVYUG DEVELOPER (PAN- AAKFN7669J)**, a Partnership Firm, having its office at 2235/778, Dakshin Kumrakhali, P.O.- Narendrapur, P.S.- Sonarpur at present Narendrapur, Kolkata-700103, District – South 24 Parganas, represented by its partners **(1) SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Shyam Das Lalwani, by faith – Hindu, by

Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038, **(2) JYOTI CHAWLA (PAN- ABCPC0061A, Aadhaar No. 6454 4651 0066)**, wife of Naveen Chawla, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at PP-3, Maurya Enclave, Pitampura, North West Delhi, Pin- 110034. **Represented and executed by one of its partners SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038, by virtue of Resolution dated 15.06.2022, Developer herein, for construction a multi-storied building on the said land, under some terms and condition mentioned in the said Agreement dated 27.10.2014 registered in the Office of D.S.R.-IV, Alipore, South 24 Parganas and was recorded in Book No. I, CD Volume Number – 46, pages from 1511 to 1544, Being No. 07964 for the year 2014.

GENERAL POWER OF ATTORNEY:-

The said land owners **(1) SRI SUSANTA KUMAR NANDY (PAN- ABSPN2037K, Aadhaar No. 4848 6774 5514)**, son of Late Purna Chandra Nandy, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Dakshin Kumrakhali, Green Park, P.O.- Narendrapur, P.S.- Narendrapur, Kolkata-700103, District- South 24 Parganas and **(2) SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Late

Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038 execute a Supplementary Development Power of Attorney on 6th day of September, 2016 registered in the office of D.S.R.-IV, Alipore, South 24 Parganas and was recorded in Book No. I, Volume Number – 1604-2016, pages from 158566 to 158588, Being No. 160405805 for the year 2016 appointing the said **M/S. NAVYUG DEVELOPER (PAN- AAKFN7669J)**, a Partnership Firm, having its office at 2235/778, Dakshin Kumrakhali, P.O.- Narendrapur, P.S.- Sonarpur at present Narendrapur, Kolkata-700103, District – South 24 Parganas, represented by its partners (1) **SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038, (2) **JYOTI CHAWLA (PAN- ABCPC0061A, Aadhaar No. 6454 4651 0066)**, wife of Naveen Chawla, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at PP-3, Maurya Enclave, Pitampura, North West Delhi, Pin- 110034. **Represented and executed by one of its partners SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038, by virtue of Resolution dated 15.06.2022, as his Constituted Attorney.

SUPPLEMENTARY DEVELOPMENT AGREEMENT:

Said Land owners, **(1) SRI SUSANTA KUMAR NANDY (PAN-ABSPN2037K, Aadhaar No. 4848 6774 5514)**, son of Late Purna Chandra Nandy, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Dakshin Kumrakhali, Green Park, P.O.- Narendrapur, P.S.- Narendrapur, Kolkata-700103, District- South 24 Parganas and **(2) SRI DHEERAJ LALWANI (PAN-ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Late Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038 entered into a Development Agreement, on dated with **M/S. NAVYUG DEVELOPER (PAN- AAKFN7669J)**, a Partnership Firm, having its office at 2235/778, Dakshin Kumrakhali, P.O.- Narendrapur, P.S.- Sonarpur at present Narendrapur, Kolkata-700103, District – South 24 Parganas, represented by its partners **(1) SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038, **(2) JYOTI CHAWLA (PAN- ABCPC0061A, Aadhaar No. 6454 4651 0066)**, wife of Naveen Chawla, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at PP-3, Maurya Enclave, Pitampura, North West Delhi, Pin- 110034. **Represented and executed by one of its partners SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business,

residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038, by virtue of Resolution dated 15.06.2022, Developer herein, for construction a multi-storied building on the said land, under some terms and condition mentioned in the said Supplementary Development Agreement dated 08.07.2022 registered in the Office of D.S.R.-III, Alipore, South 24 Parganas and was recorded in Book No. I, Volume Number – 1603-2022, pages from 372004 to 372032, Being No. 160310383 for the year 2022.

BOUNDARY DECLARATION FOR K.M.C:

Thereafter the said **(1) SRI SUSANTA KUMAR NANDY (PAN-ABSPN2037K, Aadhaar No. 4848 6774 5514)**, son of Late Purna Chandra Nandy, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Dakshin Kumrakhali, Green Park, P.O.- Narendrapur, P.S.- Narendrapur, Kolkata-700103, District- South 24 Parganas and **(2) SRI DHEERAJ LALWANI (PAN-ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Late Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alilpore, Kolkata-700038, being represented by his constitute attorney **M/S. NAVYUG DEVELOPER (PAN-AAKFN7669J)**, a Partnership Firm, having its office at 2235/778, Dakshin Kumrakhali, P.O.- Narendrapur, P.S.- Sonarpur at present Narendrapur, Kolkata-700103, District – South 24 Parganas, represented by its partners **(1) SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140**

6422 9186), son of Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038, **(2) JYOTI CHAWLA (PAN- ABCPC0061A, Aadhaar No. 6454 4651 0066)**, wife of Naveen Chawla, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at PP-3, Maurya Enclave, Pitampura, North West Delhi, Pin- 110034. **Represented and executed by one of its partners SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038, by virtue of Resolution dated 15.06.2022, registered One Boundary Declaration for KMC, which was duly registered on dated in the office of D.S.R. – III, Alipore, South 24 Parganas, and recorded in the Book No. I, Volume No., Pages From to, being No., for the year

K.M.C. DEED OF GIFT (CORNER/SPLAYED):

Thereafter the said **(1) SRI SUSANTA KUMAR NANDY (PAN- ABSPN2037K, Aadhaar No. 4848 6774 5514)**, son of Late Purna Chandra Nandy, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Dakshin Kumrakhali, Green Park, P.O.- Narendrapur, P.S.- Narendrapur, Kolkata-700103, District- South 24 Parganas and **(2) SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Late Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by

occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038, being represented by his constitute attorney **M/S. NAVYUG DEVELOPER (PAN-AAKFN7669J)**, a Partnership Firm, having its office at 2235/778, Dakshin Kumrakhali, P.O.- Narendrapur, P.S.- Sonarpur at present Narendrapur, Kolkata-700103, District – South 24 Parganas, represented by its partners (1) **SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038, (2) **JYOTI CHAWLA (PAN- ABCPC0061A, Aadhaar No. 6454 4651 0066)**, wife of Naveen Chawla, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at PP-3, Maurya Enclave, Pitampura, North West Delhi, Pin- 110034. **Represented and executed by one of its partners SRI DHEERAJ LALWANI (PAN- ABUPL5751E, Aadhaar No.4140 6422 9186)**, son of Shyam Das Lalwani, by faith – Hindu, by Nationality - Indian, by occupation – Business, residing at 257/3, S.N. Roy Road, P.O.- Sahapur, P.S.- New Alipore, Kolkata-700038, by virtue of Resolution dated 15.06.2022 also execute One Declaration (Common Passage), which was duly registered on dated in the office of D.S.R. – III, Alipore, South 24 Parganas, and recorded in the Book No. I, Volume No., Pages From to, being No., for the year

PLAN SANCTION:

With the intention of developing and commercially exploiting the said Property by constructing the said Building thereon and selling spaces therein (Flats/Garage/Shops), the Developer has got a building plan vide its B.P. No. 844/CB/27/80 dated 17.07.2014 for construction of a G+IV Storied Building over the said premises sanctioned by the Kolkata Municipality Corporation.

Construction of Building: The said Developer is constructing a multi-storeyed building namely **“Raj Rajeswari Apartment”** known the said land more fully described in the FIRST SCHEDULE hereunder written.

SUPER BUILT UP AREA: Super Built Up Area means the total covered area plus proportionate share of service area.

SALE OF COMPOSITE UNIT: Pursuant to an execution of Agreement for Sale made between the Purchaser and the Landowner through his Constituted Attorney and the Developer to purchase of an Apartment in the said **“Raj Rajeswari Apartment”** the Developer by execution of the said Agreement for Sale, provisionally agreed to allot to the Purchaser herein the Flat, fully described in the SECOND SCHEDULE hereunder written,, subject to the Purchaser agreeing to the terms and conditions contained in the said Agreement for Sale.

SALE OF LAND SHARE : The Developer shall have right to allot the undivided proportionate share in the said land attributable to the said Apartments to such prospective purchasers who are selected by the Developer for allotment of the Flats (Intending **SALE** : The Developer hereby sell, grants, transfers and conveys

to the Purchaser the said Flat together with the undivided proportionate share in Purchasers).

SATISFACTION AND POSSESSION: Upon completion of construction of the proposed Building and the Purchaser having complied with all the terms and conditions of the Agreement for Sale and making payment of the agreed price in the manner contained in the Agreement for Sale dated , the Developer herein had called upon the Purchaser/s to take possession of the said Flat and the Purchaser/s shall took possession thereof upon fully satisfying himself/themselves being satisfied with the title of the Vendor to the land, the sanction of Building Plan and the specification for construction of the Apartment.

COMPLETION OF SALE: At the request of the Purchaser herein, the Landowner through his Constituted Attorney and the Developer (Collectively –the Transferors) are hereby completing the sale in respect of the said Flat in favour of the Purchaser herein.

FREE FROM ENCUMBRANCES: The land is free from all encumbrances of each and every nature whatsoever including but not limited to all claims, demands, encumbrances, mortgages, charges, liens, attachments, lis-pendens, uses, debutters, trusts, prohibitions, Income Tax Attachments, Financial Institution Charges, reversionary rights, residuary rights and statutory prohibitions and liabilities whatsoever.

OTHER RIGHTS : Together with all other rights appurtenant to the Said Apartment and Appurtenances.

NOW THIS DEED WITNESSES:

SALE : The Developer hereby sell, grants, transfers and conveys to the purchaser the flat together with the undivided proportionate share the land and the right to use and enjoy the undivided, impartible proportionate share in the said building named as **“Raj Rajeswari Apartment”** with the Common Portions of the said Building absolutely and forever, free from all encumbrances, which the Purchaser shall have right to hold forever hereafter, at or for the consideration of Rs./- (Rupees..... Only) the entirety of which has been paid by the Purchaser to the Developer at or before the execution hereof, the receipt whereof the Developer hereby admits and acknowledges and releases to the Purchaser the Flat together with the undivided proportionate share of land, of and from the same subject to the observance and performance of the specific covenants stipulations, restrictions and obligations mentioned hereafter. It is a sale within the meaning of Section 54 of the Transfer of Property Act.

SALE : The Developer hereby sell, grants, transfers and conveys to the Purchaser the said Flat together with the undivided proportionate share in

PURCHASER' COVENANTS:

The Purchaser doth hereby covenants with the Developer, as follows:

- 1) The Purchaser has inter alia, inspected and verified all the documents including (right, title and interest of the Landowner and/or the Developer in respect of the Project) the Plan (approved by Kolkata Municipal Corporation) of **“Raj Rajeswari Apartment”** and the Apartment and is satisfied as to the construction thereof and the condition and description of all fixtures and fittings installed and/or provided therein and also as to the amenities and facilities appertaining to the said Apartment and as to the nature, scope and extent of benefit or interest in the **“Raj Rajeswari Apartment”**, Common Portions and the Building Common Portions.
- 2) The Purchaser shall not ask the Developer to undertake any repair or rectification work in the Apartment after handing over possession of the Apartment.
- 3) The Purchaser shall not raise any complaint regarding design, layout, accommodation, specifications, fittings and fixtures etc. of the Apartment and/or amenities, utilities and/or facilities provided in the apartment and/or in the Building Common Portions and/or with regard to maintenance of **“Raj Rajeswari Apartment”** and/or with regard to formation of maintenance organization/association for the **“Raj Rajeswari Apartment”** after handing over possession of the Apartment.
- 4) The Developer shall not be liable to pay any maintenance or other charges, for any vacant Flat in the **“Raj Rajeswari Apartment”**.

5) The **“Raj Rajeswari Apartment”**, Common Portions, the Building Common Portions cannot, on any ground, whatsoever be partitioned or divided nor can anybody, whatsoever, be entitled to claim to have exclusive right, of any manner whatsoever, to any portion or portions of the **“Raj Rajeswari Apartment”**.

6) The Purchaser shall on and from the Date of Possession of the Flat pay municipal Taxes, charges, levies and impositions payable as the Owner or Occupier of the Flat and properties appurtenant thereto, including all charges for repairs, maintenance and/or replacement and also the proportionate share of all taxes, levies and/or impositions as may be payable by the Purchaser for the management, administration and maintenance of **“Raj Rajeswari Apartment”**, Common Portions, the Building Common Portions and all these liabilities shall be perpetual even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

7) The proportionate undivided interest in the **“Raj Rajeswari Apartment”** Common Portions shall not be transferable except along with the Flat hereby sold to the Purchaser/s and shall be deemed to be conveyed and encumbered with the Flat even though the same be not expressly mentioned in any future conveyance or instrument of transfer.

8) The Purchaser is purchasing the said Flat after having full knowledge of all laws/notifications and rules applicable in respect of the area where the land is situated.

9) The Purchaser has fully satisfied himself about the right, interest and/or title of the Developer as well as Landowner to the Land on which the Building is constructed.

10) The Purchaser shall use the said Flat only for the residential purpose.

11) The roof in the **“Raj Rajeswari Apartment”** will mean the ultimate roof of the building which will be for the common use for all the Purchaser/s of that Building. The Purchaser herein shall use the roof of the Building in common with the other Flat owner/s of the Building.

12) The Purchaser/s shall not allow the said Flat to be used as to cause annoyance to the Owner/Occupier of the adjoining or neighboring Flat/s and shall not allow it to be used for any unhygienic, unlawful or immoral purpose or purposes subversive to the Government established by law in India.

13) The Purchaser/s admits, acknowledges and accepts that, Notwithstanding Anything herein contained, all common areas, facilities, amenities and portions in the **“Raj Rajeswari Apartment”** in which the Flat is located and enjoyed in common by the Purchasers/residents thereof.

DEVELOPER COVENANT: The Developer, in future, shall at the request and cost of the Purchaser, execute such documents that may be required for perfecting and bettering the title or the Purchaser/s to the said Flat or more effectually transferring the said Flat to the Purchaser/s.

POSSESSION: The Developer has handed over the peaceful possession of the Flat to the Purchaser/s herein, at or before the

execution hereof, which the Purchaser doth hereby admits and acknowledges.

OBLIGATION OF THE PURCHASER/S : On and from the Date of Possession, the Purchaser/s shall :

a. Residential Use : use the Said Flat for Residential purpose only, Under no circumstances shall the Purchaser/s use or allow to be used the Said Flat for commercial, industrial or other non-residential purposes. The Purchaser/s shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.

b. No Alteration : Not after purchase modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat without the permission in writing of the Developer. In the event the Purchaser/s make the said alterations/changes, the Purchaser/s shall compensate, the Developers as it will be estimated by the Developer.

c. No Structural Alteration : Not alter, modify or in any manner change the structure by any civil construction in the Said Flat and Appurtenances or in the Common Portions of the Said Building.

d. No Sub-Division : Not sub-divide the Said Flat and Appurtenances and the Common Portions, under any circumstances.

- e.** No Changing Name : Not change/alter/modify the name of the Said Building from those mentioned in this Agreement.
- f.** No Nuisance and Disturbance : Not use the Said Flat or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- g.** No Storage : Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- h.** No Obstruction to Developer/Association : Not obstruct the Developer/ Association (upon formation) in their acts relating to the Common Portions and not obstruct the Developer in further constructing on the Top roof of the Said Building and selling and granting rights to any person on any part of the Said Building/Said Property (excepting the Said Flat and Appurtenances).
- i.** No Obstruction of Common Portions : Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat.
- j.** No Throwing Refuse : Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.

k. No Injurious Activities : Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat or the Common Portions.

l. No Storing Hazardous Articles : Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat.

m. No Floor Damage : Not keep any heavy articles or things, which are likely to cause damage to the floors or operate any Machine save and except usual home appliances.

n. No Use of Machinery : Not install or operate any Machinery or equipment except household appliances.

o. No Right in Other Areas: The Purchaser/s shall not have any right in the other portions of the said Property and the Purchaser/s shall not raise any dispute or make any claim with regard to the Developer's right either constructing or not constructing on the said other portions.

Developer's Covenants : The Developer covenants with the Purchaser/s and admit and accept that :

No Creation of Encumbrance : The Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Purchaser/s in respect of the Said Flat And Appurtenances, subject to the Purchaser/s fulfilling all terms, conditions and obligations of this Agreement.

COSTS OF STAMP DUTY AND REGISTRATION FEE: The Purchaser will bear and pay the costs of Stamp Duty and

Registration Fees of this Conveyance and other legal expenses for the registration.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Said Premises)

ALL THAT piece and parcel of land measuring more or less 27 Cottahs 9 Chittacks 14.80 sq.ft. along with a building namely “Raj Rajeswari Apartment” standing thereon i.e. 2 Cottah 3 Chittack 4.8 sq.ft. in R.S. Dag No. 1405, 6 Cottah 12 Chittack 15 Sq.ft. in R.S. Dag No. 1414, 9 Cottahs 1 chittack 9 sq.ft. in R.S. Dag No. 1415, 7 Cottah 1 Chittack 39 Sq.ft. in R.S. Dag No. 1416 and 2 cottahs 6 chittacks 37 sq.ft. in R.S. Dag No. 1417, under R.S. Khatian Nos. 798, 802 and 1527 corresponding to L.R. Dag Nos. 1481, 1491, 1492, 1493, 1490 under L.R. Khatian Nos. 1415, 2932 and 2931 in Mouza- Kumrakhali, J.L. No. 48, within P.S.- Sonarpur, District- South 24 Parganas, with tile shed cemented structure measuring 100 sq.ft. within the limits of the Rajpur Sonarpur Municipality, Ward No. 27 having Holding No. 2068, Dakshin Kumrakhali, Sonarpur Station Road, Kolkata-700103,, the said land is butted and bounded by:-

ON THE NORTH : St. John Bosco School and land in part of Dag Nos. 1404 and 1405.

ON THE SOUTH : Land in Part of R.S. Dag Nos. 1416, 1414 and 1412.

ON THE EAST : Land in Part of R.S. Dag Nos. 1408.

ON THE WEST : 25' feet wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flat)

ALL THAT piece and parcel of one facing Residential Flat No., having super built up area..... Sq. Ft. more or less on Floor with Tiles Flooring consisting of () Bed Rooms, () Dining Cum Kitchen Room, () Balcony, () Bath, and () W.C. of the G+IV Storied Building named as **“Raj Rajeswari Apartment”** consisting of several self contained flats, Car Parking Spaces, and other spaces TOGETHER WITH undivided proportionate share of land fully described in the FIRST SCHEDULE hereinabove written TOGETHER WITH right to enjoy the proportionate share or interest in the common areas and parts of the said building, fully described in the THIRD SCHEDULE hereunder written subject to payment of proportionate common expenses applicable to the said Flat mentioned in the FOURTH SCHEDULE hereunder written TOGETHER WITH the Net price shall be paid in the manner mentioned in the FIFTH SCHEDULE hereunder written.

Morefully and particularly described in the MAP or PLAN annexed herewith.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(Particulars of the Common areas and Parts)**

The Owner, Intending Purchasers entitled to use the Common user of the Common Areas and the Common Parts mentioned in this Indenture shall include:

1. Staircase leading to all floors.
2. Main gate of the said building of the said Holding and Common Passage and lobby on the Ground Floor to Top Floor.
3. Water Pumps, Water Tank, Water Pipes and Overhead Tank on the ultimate roof and other common plumbing installation and also Pump.
4. Installation of Common Services viz. Electricity, Water Pipes, Sewerage, Rain water pipes.
5. Lighting in common space, passage, staircase including electric Meter, and its fittings.
6. Common Electric Meter and Box.
7. Electric wiring, Meter for lighting staircases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required thereof, common walls in between the Units, and any other unit beside the same on any side thereof.

8. Windows, Doors, Grills and other fittings of the common areas of the Building.
9. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Holding of the building as are necessary for use and occupancy of the units.
10. Electrical wirings, Meters (excluding those installed for any particular flat).
11. All other facilities or elements or any improvement outside the Flat but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
12. The foundation, corridor, lobbies, stairways, entrance and exists, Pathways, Footings, columns, Girders, Beams, Supports and exterior walls beyond the said UNIT, side or interior load bearing walls within the building or concrete Floor Slab except the roof slab and all concrete ceiling and all staircase in the said building.
13. Lift & Lift Wall.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common Expenses)

The Owner herein and Co-Owners within the Building shall have to bear proportionately : -

- 1) The expenses of administration, maintaining, repair, replacement of the common parts, equipments, accessories, common areas and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the staircases, the landings, the gutters, the rainwater pipes, electric pumps, water gas pipes, electric wiring installations, sewerages, drains and all other common parts, fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the owner, developer and intending Purchaser or other occupiers thereof.
- 2) The cost of clearing, maintaining and lighting the main entrance, passage, landings, staircase and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.
- 3) The costs and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and other incidental expenses relating thereto.
- 4) The cost of decorating the exterior of the building.
- 5) The cost of repairing and maintenance of water pump, electrical installations, over lights and service charges and supplies of common utilities.
- 6) Such other expenses as are necessary or incidental expenses for maintenance and upkeep of the building and Govt. duties, as may be determined by the Flat and/or Unit Owner's Association as shall be formed by the Flat-Owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provision

of West Bengal Apartment Ownership Act and bye-laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.

IN WITNESS WHEREOF the PARTIES hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED

by the VENDOR above named

in the Presence of:

1.

2.

SIGNATURE OF THE VENDOR

SIGNED AND DELIVERED

by The PURCHASER above named

in the Presence of :

1

2

SIGNATURE OF THE PURCHASER/S

SIGNED, SEALED AND DELIVERED

by the DEVELOPER above named

in the Presence of :

1

2

SIGNATURE OF THE DEVELOPER/S

RECEIVED of and from the within named Purchaser, the sum of Rs./- (Rupees) by way of full consideration money paid by the Purchaser to the Developer herein as per Memo below :

MEMO OF CONSIDERATION

SL. No.	Particulars	Amount
1.	Paid by Cheque No. drawn on dated	
2.	Paid by Cheque No. branch drawn on dated	
3.	Paid by Cheque No. drawn on Bank Dated	
Total		Rs. /-

RUPEES ONLY

WITNESSES

1

2.

SIGNATURE OF THE DEVELOPER