

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the day of ,
Two Thousand and Twenty Five (2025).

BETWEEN

NIDHI SAHA

Nidhi Saha
Proprietor

1) SRI BIKAS KUMAR MAJUMDAR (PAN- AKSPM3199G), son of Late Benoy Sekhar Majumder, by occupation-Pensioner, residing at 894, Lake Town, 5th Floor, Block-A, P.O. Lake Town, P.S. Laketown, Dist: (N) 24-Parganas, Kolkata-700 089, **2) SRI ASHOK KUMAR CHAKRABARTY (PAN- AICPC8125E)**, son of Late Amarendra Nath Chakrabarty, by occupation- Business, residing at Palpara-West, P.O. Chakdah, P.S. Chakdah, Dist: Nadia, West Bengal, Pin-741 222, all are by Faith Hindu, by nationality Indian, hereinafter called the “**OWNERS**”, (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest/office) of the **ONE PART**, The vendor/owner is represented through their constituted attorneys **SMT. NIDHI SAHA (PAN No. FGDPS2772F)**, wife of Sri Sayak Saha, residing at 7, Durga Charan Banerjee Street, P.O. Hatkhola P.S. Shyampukur, Kolkata- 700005, having her Registered Office at 7, Durga Charan Banerjee Street, P.O. Hatkhola P.S. Shyampukur, Kolkata-700005, by occupation- Business, by Faith- Hindu, by nationality-Indian, by way of Registered Power of Attorney dated 27.01.2025, which was registered before the office of the ADDITIONAL REGISTRAR OF ASSURANCES-IV, Kolkata, in Book No. I, Volume No. 1904-2025, at pages 68154 to 68170, being Deed No. 190401207, for the year 2025.

AND

SMT. NIDHI SAHA (PAN No. FGDPS2772F), wife of Sri Sayak Saha, residing at 7, Durga Charan Banerjee Street, P.O. Hatkhola P.S. Shyampukur, Kolkata- 700005, having her Registered Office at 7, Durga Charan Banerjee Street, P.O. Hatkhola P.S. Shyampukur, Kolkata- 700005, by occupation- Business, by Faith- Hindu, by nationality-Indian, hereinafter called and referred to as the “**DEVELOPER/CONFIRMING PARTY**” (which terms and expression shall unless excluded by on repugnant to the subject or context shall mean and include all its respective heirs, executors, administrators, representatives, successors and successor, successors in office, successors in interest and/or assigns) of the **SECOND PART**.

AND

_____ (**AADHAAR No.** _____), (**PAN:** _____), son/daughter/husband/wife of _____ , by Faith Hindu, By Occupation _____ , by Nationality Indian, residing at _____ , Police Station _____ and Post Office _____ , District _____ , Kolkata-_____ , hereinafter referred to as the **PURCHASER/S** (which in terms and expressions shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his/her/their respective heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

“Parties” shall mean collectively the Vendors, Developer/Confirming Party and the Purchasers and “Party” means each of the Vendor, Developer/Confirming Party and the Purchaser individually.

WHEREAS through a Deed of Indenture dated 8th day of July, 1985, registered in the office of Addl. District Sub Registrar Bidhannagar (Salt Lake City), under The District Registrar of Barasat, North 24 Parganas, in Book No. I, Volume No. 96F, pages 83 to 98, Being No. 5098, for the year 1985, one Bibhas Kumar Majumde son of Late Benoy Sekhar Majumder, of P-254, Bangur Avenue, Block-B, P. Laketown, Kolkata- 700 055, purchased on consideration the piece or parcel land containing by measurement (4) Four Cottahs (3) Three Chittacks (29) Twenty Nine Sq.ft. more or less, alongwith dilapidated pucca godown with asbestos shed, being Premises No. P-105/2, Bangur Avenue, Block-D, P.S. Laketown, Kolkata- 700 055, within South Dum Dum Municipality. Ward no. 29. Present Holding No.709. Previous Holding No.415. A.D.S.R. office at Bidhannagar. Saltlake City, in the Dist. North 24 Parganas, Comprised in Present Mouza Shyamnagar. Previous

Mouza Krishnapur J.L. 32/20, R.S. No. 180, Touzi No 228 & 229, being Plot of C.S. Dag No. 1327. C.S. Khatian No 88, R.S. Khatian No. 326(1), R.S. Dag No. 467, of 24 Parganas Collectorate at Alipore, together all yards, areas, ways, passages, drains, sewers, water, water courses, right, light, liberties, privileges, easements and appendages whatsoever to the said land hereditaments and premises and all the estate, right, title, interest, claim and demand whatsoever from the Vendor AMALGAMATED DEVELOPMENT LIMITED, company within the meaning of the Companies Act, 1956, having its registered office at 5. Deshpran Sashmal Road, P.S. Tollygunge, Calcutta-700 033.

AND WHEREAS the said Bibhas Kumar Majumder for his better use built and erect a two storied brick built building on the said land and muted his name vide Assessee No. 1202901518719, ward no. 29, Holding No. 709, within the limits of South Dum Dum Municipality.

AND WHEREAS the said Bibhas Kumar Majumder died intestate on 27/05/2011 as Bachelor and accordingly his entire share in the aforesaid property devolved upon his mother namely Protiva Majumder according to law of inheritance.

AND WHEREAS said Protiva Majumder died intestate on 04/10/2011 leaving behind her only leaving son Sri Bikas Kumar Majumder and daughter Smt. Bithi Chakraborty as her Legal heirs and representatives according to law of inheritance and her husband Benoy Sekhar Majumder was predeceased her, ie, before the death of said Protiva Majumder.

AND WHEREAS after death of said Protiva Majumder, 1) Sri Bikas Kumar Majumder and 2) Smt. Bithi Chakraborty who jointly became the undivided owners (i.e. 50% each) of the aforesaid premises being Municipal Premises No. P-105/2, Bangur Avenue, Block-D, P.S. Laketown, Kolkata- 700 055, which

is morefully and particularly described in the First Schedule below without any encumbrances whatsoever

AND WHEREAS said Bithi Chakraborty died intestate on 06/05/2021 leaving behind her only living son Sri Ashok Kumar Chakrabarty as her Legal heir and representatives according to law of inheritance of aforesaid property which is morefully and particularly described in the First Schedule below.

AND WHEREAS by way of inheritance said 1) Sri Bikas Kumar Majumder and 2) Sri Sri Ashok Kumar Chakrabarty the aforesaid landowner herein became the absolute owner (i.e. 50% each) and absolutely hold, possessed of the said property and is fully entitled to deal with the same in any manner whatsoever being the Premises No. P-105/2, Bangur Avenue, Block-D, P.S. Laketown, Kolkata-700 055, which is totally free from all encumbrance and morefully described in the First Schedule hereinunder written.

AND WHEREAS said 1) Sri Bikas Kumar Majumder and 2) Sri Ashok Kumar Chakrabarty have duly mutated their name being Assessee No. 1202901518719, and paying taxes for the said premises being No. P-105/2, Bangur Avenue, Block-D. P.S. Laketown. Kolkata- 700 055, ward no 29, within the limits of South Dum Dum Municipality

AND WHEREAS with an object to develop the land, the Party of the First Part herein entered into an Development Agreement on 27.01.2025, which was registered before the office of the ADDITIONAL REGISTRAR OF ASSURANCES-IV, Kolkata in Book No. I, Volume No. 1904-2025, at pages 66913 to 66941, being Deed No. 190401193, for the year 2025 the Owners appointed the **SMT. NIDHI SAHA**, as the Developer (being Developer/Attorney), herein in order to construct multi-storied Building over the First Schedule Property in accordance with the other terms and condition

as mentioned therein.

AND WHEREAS In connection with the Development Agreement dated 27.01.2025, Being No. 190401193 for the year 2025, the Owners executed Development Power of Attorney unto and in favour of Developer herein namely **SMT. NIDHI SAHA**, the Party of the Second Part herein, in order to enable the Developer to do all acts and deeds towards the development of the First Schedule Property. The said Development Power of Attorney 27.01.2025, which was registered before the office of the ADDITIONAL REGISTRAR OF ASSURANCES-IV, Kolkata, in Book No. I, Volume No. 1904-2025, at pages 68154 to 68170, being Deed No. 190401207, for the year 2025, simultaneously the Party of the First Part herein appointed and/or nominated **SMT. NIDHI SAHA** herein as the Attorney of the Party of the First Part herein.

AND WHEREAS in terms of the said Agreement the Party of the First Part, the Vendors/Owners herein have allotted to the Party of the Second Part, Developer, _____ to the building along with undivided proportionate share of the land underneath

AND WHEREAS The Developer has obtained Sanctioned Plan vide Sanctioned Plan No. 977 dated _____ for construction of G+_____ storied Building, issued by Kolkata Municipal Corporation (Project) comprising of various units, etc. capable of being held and enjoyed independently, but subject to further modification, alteration and revision of the Sanctioned Plan.

AND WHEREAS the Party of the First Part the Vendors/Owners, herein and the party of the Second part, the Developer herein upon completion of the said building on the Land of the said premises has decided to sale one self-contained residential flat being **Flat No.** _____ , _____ **side, on the** _____ **floor** measuring about more or less _____ **Sq. Ft. Carpet Area** corresponding to _____ **sq. ft. super built up area (cover area** _____

sq. ft) of the building (out of the allocated portion of the Party of the Second Part, the Developer, herein, as per the Development Agreement dated 27.01.2025, situated at Premises No. P-105/2, Bangur Avenue, Block-D, P.S. Laketown, P.O. Bangur Avenue, Kolkata-700 055, Assessee No. 1202901518719, ward No.- 29 within limits of South Dum Dum Municipality, District North 24 Parganas.

AND WHEREAS the Party of the Third Part, the Purchaser, herein has approached the Party of the First Part, the Vendors/Owners, herein and the Party of the Second Part Developer, herein for purchasing the **SAID FLAT**, fully mentioned in the **Third Schedule** written hereunder of the **BUILDING** fully mentioned in the **Second Schedule** written hereunder on the said plot of **LAND**, fully mentioned in the **First Schedule**, written hereunder.

AND WHEREAS the Purchaser/Third Part herein have agreed to purchase **ALL THAT** on the **Flat No.** _____, _____ **side** of the Building of the Building at **Premises No** P-105/2, Bangur Avenue, Block-D, P.S. Laketown, P.O. Bangur Avenue, Kolkata-700 055, Assessee No. 1202901518719, ward No.- 29 within limits of South Dum Dum Municipality, District North 24 Parganas, having _____ **Sq. Ft. Carpet Area** corresponding to _____ **sq. ft. super built up area (cover area _____ sq. ft)** on the _____ Floor, and also having vitrified tiles flooring, consisting with ____ (____) Bed Rooms, ____ (____) Living cum Dinning area, ____ (____) Kitchen, ____ (____) Toilets, ____ (____) Balcony and covered parking No.... with space 135 sq. ft. situated and being the part of the Premises including the proportionate and undivided share and common facilities available in the said premises such as equipment fixtures apparatus of common utility, stair case, landing, lift, lift lobby areas, common toilets on the ground floor, Caretaker's Room on the ground floor, Semi underground Water Reservoir, Overhead Water Reservoir, Open Terrace Lift Machine Room on the roof, drive ways Boundary Wall, Main Entrance Gate for ingress and egress to the said Premises, and common pathways etc, written hereunder and hereinafter for

the sake of brevity referral to as the said Flat at a total consideration of **Rs.** _____ /- (**Rupees:** _____ **only**) and an Agreement for Sale dated _____, has been executed by and between the parties incorporating certain terms, conditions and covenants mentioned therein where the Purchasers has paid a sum of **Rs.** _____ /- (**Rupees** _____ **only**) out of the Total consideration as Earnest Money and/or Advance.

AND WHEREAS in pursuance of the same the developer with the consent of the vendors agreed to sell and transfer to the Purchasers **ALL THAT** on the **Flat No.** _____, _____ **side** of the Building of the Building at **Premises No. P-105/2**, Bangur Avenue, Block-D, P.S. Laketown, P.O. Bangur Avenue, Kolkata-700 055, Assessee No. 1202901518719, ward No.- 29 within limits of South Dum Dum Municipality, District North 24 Parganas having _____ **Sq. Ft. Carpet Area** corresponding to _____ **sq. ft. super built up area (cover area _____ sq. ft)**, on the _____ Floor, a little more or less and also having vitrified tiles flooring, consisting with consisting with _____ (____) Bed Rooms, _____ (____) Living cum Dinning area, _____ (____) Kitchen, _____ (____) Toilets, _____ (____) Balcony and covered parking No.... with space 135 sq. ft. morefully described in **THIRD SCHEDULE** below together with undivided proportionate impartible share in the land, more fully described in the **FIRST SCHEDULE** written hereunder, contained in the "SAID BUILDING" more fully described in the **SECOND SCHEDULE** written hereunder and the common areas hereafter collectively called the **SAID SHARE IN THE LAND AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO**. The Purchasers have also agreed to acquire from the Vendors and developer **ALL THAT** the "SAID FLAT" more fully described in the **THIRD SCHEDULE** written hereunder and delineated in the Map annexed hereto and bordered in colour '**RED**' thereon including right to use the bath and privy in common with other **AND TOGETHER WITH** other rights appurtenant to the "said Flat" absolutely and forever free from all encumbrances.

AND WHEREAS the Purchasers have now requested to get the Deed of Conveyance executed and registered.

NOW THIS INDENTURE WITNESSETH THAT That in pursuance of the said Agreement for Sale dated _____, in total consideration of the sum **Rs. _____ /- (Rupees: _____ only)** paid by the Purchaser, to the Developer, towards the full consideration money of the "SAID FLAT" on the Fourth Floor, measuring about more or less _____ **Sq. Ft. Carpet Area corresponding to _____ sq. ft. super built up area (cover area _____ sq. ft), on the _____ Floor,** and also having vitrified tiles flooring, consisting with consisting with ____ (____) Bed Rooms, ____ (____) Living cum Dinning area, ____ (____) Kitchen, ____ (____) Toilets, ____ (____) Balcony, and covered parking No.... with space 135 sq. ft. more particularly described hereunder in the **THIRD SCHEDULE** written hereunder and the rights and properties appurtenant thereto and the construction cost of the said Flat and proportionate share in the common areas, receipt whereof the Vendors and the Developer do hereby and also by the receipt and Memo hereunder written admit and acknowledge and of and from the payment of the same forever release, discharge and acquit the Purchasers the "said Flat" the right and properties appurtenant there to and the said Flat and the proportionate share in the common areas respectively, the Vendors the Developer and each of them doth hereby grant, sell, convey transfer, assign and assure unto the Purchasers ALL THAT the undivided impartible proportionate share of the land underneath contained in the said "Building" presently within Police Station Laketown, more fully described in the **SECOND SCHEDULE** hereto TOGETHER WITH the "Said Flat" more fully described in the **THIRD SCHEDULE** together with undivided proportionate impartible share in the land, more fully described in the **FIRST SCHEDULE** written hereunder, hereto and delineated on the Map annexed and bordered in colour RED thereon, hereto in common with the co-owners and/or occupier of the budding AND TOGETHER WITH proportionate share and/or

benefit of the Plans relating to the said Flat AND TOGETHER WITH all right appurtenant thereto which are hereafter collectively called the SAID FLAT AND THE RIGHTS AND PROPERTIES APPURTINENT THERETO AND the revision or revisions, remainder or remainders and the rents, issues and profit of the 'said Flat' and the right and properties appurtenant thereto and other right hereby conveyed **AND** all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor into or upon "said Flat" and the right and properties therein comprised and hereby granted, sold, conveyed, transferred, assigned and assured or expressed or intended so to be and every part or parts therefore respectively or arising out there from.

THE VENDORS AND DEVELOPER PARTIES DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASERS AS FOLLOWS:

- i) **THAT** the interest which the Vendor and the Developer parties have the sole right full power and absolute authority to grant, sell, convey, transfer assign and assure unto the purchasers the "said Flat" and the rights appurtenant thereto **TOGETHER WITH** the benefits, right and properties hereby sold and conveyed.
- ii) **THAT** the Vendors and the Developer shall at all times hereafter indemnity and keep indemnified, saved harmless the purchasers against all defect in title to the "said Flat" and the rights and properties appurtenant thereto and all the benefits rights and properties hereby sold and losses damage, costs and expenses they may be obliged to incur by reason of any defect, flaw or deficiency in the title of the Vendor or the Developer to the "said Flat" and the rights and properties appurtenant thereto or any mistake or deficiency in the title of the Vendors or the Developer on the extent description or other particular of the "said Flat" and rights and properties appurtenant thereto.
- iii) **AND THAT IT SHALL BE LAWFUL FOR THE** purchasers from time to time and at all-time hereafter to enter into and upon and to use, hold and enjoy the "said Flat" and the rights and properties appurtenant

thereto and all benefits, rights and issues and profit thereof without any interruption disturbance claim or demand whatsoever from or by the Vendor or the Developer parties or any person or persons claiming through under or in trust for the Vendor of the Developer parties unless otherwise expressly mentioned herein **AND** freed and cleared from and against all manner of encumbrances trusts, liens and attachments whatsoever SAVE only those as are expressly contained herein.

- iv) **AND THAT** the Vendors and the Developer shall from time to time and at hereafter upon every request and at the cost of the Purchasers make do, acknowledge, exercise, execute and perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the "said Flat" and the rights and properties, appurtenant thereto TOGETHER WITH the benefits/rights and properties hereby granted unto the Purchasers in the manner aforesaid.
- v) **AND THAT** the Vendors and the Developer shall not do anything or make any grant or term, whereby the rights of the Purchasers hereunder may be prejudicially affected and shall do all act as be necessary to ensure the right available to the Purchasers as a co-owner hereunder.
- vi) **AND FURTHER THAT** the Vendors and the Developer parties shall duly fulfil and perform all their obligations and covenants contained elsewhere herein.

THE PURCHASERS DO TH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER THAT the purchasers shall observe, fulfil and perform the rules, regulation and covenant hereunder written SAVE those thereof as have already been observed fulfilled and performed including those described in the Schedule hereto and to regularly pay and discharge all taxes, imposition and all other outgoings on and in connection with the "said Flat" wholly and the Common Areas and /or the Building proportionately including the

Common Expenses. That the purchasers shall not do or cost to be done any such thing or any such addition, alteration by which the solidarity of the Building may be jeopardized.

The Purchasers' undivided right, title, interest, possession in soil shall remain joint for all times with the other Co- owners of the said building.

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- i) THAT** the "Said Flat" has been constructed completed and vacant possession thereof has been delivered by the Vendors and the Developer and received by the Purchaser.
- ii) AND THAT** the Purchasers neither have nor shall claim from the Vendors and/or the Developer Parties and/or the other Co-Owner any right, title or interest in any other part or portion of the land and/or the building SAVE the "said Flat" and the rights and properties appurtenant thereto and the benefit rights and properties hereby sold and conveyed and the Vendors and the Developer Parties shall be entitled to deal with the same in any manner whatsoever and the Purchasers shall not be entitled to claim any further right from the Vendor or other Co-Owner thereof.
- iii) AND THAT** the Purchasers neither are entitled to nor shall claim the partition of undivided proportionate share in the common areas of the Building viz. roof staircases, Lobbies, pumps motors lights etc.
- iv) AND THAT** the Purchasers shall have right to mutate their name before the Kolkata Municipal Corporation in respect of the "Said Flat" morefully described in the **THIRD SECHEDULE** below and the purchasers shall be liable to pay directly to the authorities concerned in proportion to the floor area of the said Flat being **SECOND SCHEDULE** property hereby conveyed to the purchasers towards

payment of Kolkata Municipal Corporation taxes and other outgoing payable in respect of the property being FIRST Schedule property.

- v) **AND THAT** the Purchasers shall be liable to pay all taxes directly to the Kolkata Municipal Corporation or to any other authorities, in the respect of the said scheduled property hereby sold and transferred to the Purchasers towards payments of Owner's share and occupier's share of taxes, land revenue & other outgoing charges payable for the said Schedule property after the Registration and possession.
- vi) **AND THAT** the Purchasers shall also be entitled to sell, mortgage, lease, let out or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the vendors or any co-owners who may have acquired before any right title and interest similar to those acquired by the Purchasers under the terms of this conveyance.
- vii) **AND THAT** the Purchasers shall have full and absolute rights in common with the other Co - owners of the said building in respect of proportionate shares of common right, common facilities and common amenities belonging to the said Premises more fully described in the Fourth Schedule.
- viii) **AND THAT** the Purchasers shall have all the rights of erecting scaffolding at the common portion of the said premises for repairing, maintenance, white washing, painting, plastering, renovating in respect of the Forth scheduled property.
- ix) **AND THAT** the purchasers will have full ownership of the Flat mentioned in the Third Schedule with doors and windows and other fittings and fixtures, electrical, sanitary, and internal walls attached bath and privy and facility of water and electricity inside the Flat morefully mentioned in the Third schedule below.
- x) **AND THAT** the Purchasers may obtain the separate electric connection and separate telephone connection in their names for the Flat only from the CESC or any other concerned authority and the main meter of the

- said electric connection will be installed in the common meter room/space of the main building of the Second SCHEDULE property.
- i)** No maintenance and/or service charges will be levied upon the unsold units which remains unoccupied in the proposed building by the Developer which are within the Developer's allocation.
 - ii)** The Developer at his own will with the permission of the Kolkata Municipal Corporation can regularize a garage into a Residential unit and sell it without any prior permission and/or objection/hindrance of the Owners and/or the Flat members in the building and the Purchasers will not raise any objection on such event.
 - iii)** The Flat Owners will not change or make any alterations/additions or modifications regarding the balcony color or any exterior part of the building which may affect the elevation of the building without any prior permission from the Association of the building.
 - iv)** The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both.

DEFINITIONS

- A.** The terms used in the Indenture shall unless they be contrary and/or repugnant to the context mean and include the following:-
- 1. ASSOCIATION** shall mean an Association to be formed by the Co-owners of the Building for maintenance, management and control the common purpose.
 - 2. COMMON AREAS** shall mean all the common areas, facilities, amenities erection, constructions and installations to comprise in the said plot of land and/or the Building more fully mentioned in the FOURTH SCHEDULE hereto and expressed or intended for common use enjoyment of the Co-Owner unless otherwise herein mentioned.
 - 3. COMMON EXPENSES** shall include all expenses to be included by the Co-owner for the maintenance management and upkeep of the said Plot of

land and the "said Building" and/or expenses for the Common Purpose including these mentioned in the FIFTH SCHEDULE hereto.

- 4. COMMON PURPOSE** shall mean the purposes of managing and maintaining the Building and the "said Premises" particularly the Common Areas collection and disbursement of the common expenses and dealing with matters of common interest of the co-owners and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective flat, exclusively and the common Areas in Common.
- 5. CO-OWNERS** shall according to its context mean either all person who acquire or agree to acquire own flat in the said Building as the case may be including the Vendor for those flat not alienated or agreed to be alienated.
- 6. CORPORATION** shall mean The Kolkata Municipal Corporation.
- 7. LAND** shall mean the land contained in the "Said Plot of Land" more fully described in the FIRST SCHEDULE hereto.
- 8. PLAN** shall mean Plan of the "Said Flat" annexed hereto marked with border 'RED'.
- 9. SAID BUILDING** shall mean the new building as have been and/or is being completed by the Developer on the "Said Building" morefully described in the Second Schedule hereunder written.
- 10. PLANS** shall mean the Plans drawings and specifications of the said Building prepared by the Architect and sanctioned by the Kolkata Municipal Corporation PROVIDED THAT it shall also include all alteration/modifications therein from time to time made with the approval of the Architect and/or the Corporation.
- 11. PROPORTIONATE OR PROPORTIONATELY** shall mean the proportion which the Super built area of any flat be to the Super Built Area of all the rates in the said Building PROVIDED THAT where it refers to share of any rates and/or taxes amongst the common expenses, then such share and/or taxes are being respectively levied. I.e. in case the basis of any levy be area, rental income or user then the same shall be shared on

the basis of rental include or user of the respective flat by the co-owner by the Co-Owners respectively.

- 12. PURCHASER/S** shall mean _____ or his/her/their heirs, executors, administrators, legal representatives and/or assigns.
- 13. SAID FLAT AND THE RIGHTS AND PROPERTIES APPURTENANT THERETO** shall mean and **include the** undivided impartible proportionate share, of the "Said Flat" TOGETHER WITH the proportionate benefit of the plans relating to the "Said Flat" and the areas AND TOGETHER WITH all rights appurtenant thereto including right to use the roof of the building in common with other Co-Owners with liability to fix Dish Antenna and also to dry cloths and any others necessity.
- 14. SAID DEVELOPMENT AGREEMENT** shall mean the Agreement made between the Vendors, therein also called the Owners of the One Part and the Developer of the Other Part therein.
- 15. SAID PREMISES** shall mean **ALL THAT** Kolkata Municipal Premises No. Premises No P-105/2, Bangur Avenue, Block-D, P.S. Laketown, P.O. Bangur Avenue, Kolkata-700 055, Assessee No. 1202901518719, ward No.- 29 within limits of South Dum Dum Municipality, District North 24 Parganas, more particularly described in FIRST SCHEDULE written hereunder.
- 16. SAID FLAT** shall mean all That the "**Said Flat**" on the **Second Floor** of the said building out of developer's allocation, total measuring about one self-contained residential **Flat being No.** _____ having _____ **Sq. Ft. Carpet Area** corresponding to _____ **sq. ft. super built up area (cover area _____ sq. ft)** more or less, on the _____ Floor, of the building (out of the allocated portion of the Party of the Second Part, the Developer, herein, as per the Development Agreement dated 27.01.2025, situated at Premises No. P-105/2, Bangur Avenue, Block-D, P.S. Laketown, P.O. Bangur Avenue, Kolkata-700 055, Assessee No. 1202901518719, ward No.- 29 within limits of South Dum Dum Municipality, District North 24 Parganas, with undivided un-demarcated

un-partitioned proportionate impartible of land of Premises capable of being exclusively owned held and/or occupied by the Purchaser.

17. TOTAL CONSIDERATION shall mean and include paid/payable by the Purchasers to the Developer hereunder, for and towards the consideration for sale of the said share in the land and the rights and properties appurtenant hereto and the said Flat, wholly and the common areas proportionately.

18. UNDIVIDED IMPARTIBLE PROPORTIONATE SHARE shall mean the undivided share in the land contained in "said Premises" described in the **FIRST SCHEDULE** hereto, appurtenant to the "SAID FLAT" and inter alia, agreed to be sold " to the Purchasers, which shall always be impartible and shall be proportionate to the Super Built Up Area of the "SAID FLAT" and shall also include such shares, appurtenant to all other Flat/Flats/Units comprised in the said Building, where ever context permits.

19. FLAT shall mean the spaces/units constructed in the said Building intended and/or capable of being exclusively owned held and/or occupied by any Co-owners.

20. SINGULAR shall include the **PLURAL** and vice versa.

21. MASCULINE gender shall include the feminine and neuter gender and vice versa.

THE FIRST SCHEDULE ABOVE REFFERD TO

(SCHEDULE OF THE PROPERTY)

ALL THAT piece or parcel of Bastu land measuring a total area of **(4) Four Cottahs (3) Three Chittacks (29) Twenty Nine Sq. ft. (more or less)**

alongwith two storied old brick built Building, with Cemented Flooring, thereon measuring covered area **3600 Sq. ft. (Three Thousand Six Hundred) Sq. ft. (more or less)** be the same little more or less being Premises No. P-105/2, Bangur Avenue, Block-D, P.S. Laketown, P.O. Bangur Avenue, Kolkata-700 055, A.D.S.R. office at Bidhannagar, Saltlake City, in the Dist. North 24 Parganas, Present Holding No.709, Previous Holding No.415, Comprised in Present Mouza Shyamnagar, Previous Mouza Krishnapur, J.L. 32/20, R.S. No. 180, Touzi No 228 & 229, being Plot of C.S. Dag No. 1327, C.S. Khatian No 88, R.S. Khatian 326(1), R.S./L.R Dag No. 467, of 24 Parganas Collectorate at Alipore, in the Dist. North 24 Parganas, being Assessee No. 1202901518719, ward No.- 29 within limits of South Dum Dum Municipality, which is butted and bounded by :-

BY NORTH : By Partly Premises P-65, Bangur Avenue and Partly Premises P-66, Bangur Avenue.

BY SOUTH : By 25' wide Bangur Avenue (Municipal Road).

BY EAST : By Premises No. P-105/1, Bangur Avenue.

BY WEST : By Premises No. P-105/3, Bangur Avenue.

Zone Name:

THE SECOND SCHEDULE ABOVE REFERRED TO

(DESCRIPTION OF THE BUILDING)

ALL THAT the G+___ Building with _____ number of Flats, along with the staircase area, lift area and other common areas, lying and situated in the Building on Premises No. P-105/2, Bangur Avenue, Block-D, P.S. Laketown, P.O. Bangur Avenue, Kolkata-700 055, Assessee No. 1202901518719, ward No.- 29 within limits of South Dum Dum Municipality, District North 24 Parganas, in the following manner:-

The rest ____ % allotted constructed portions i.e; _____ and _____ floor alongwith proportionate land interest of the said premises excepting the owners allotted portion.

THIRD SCHEDULE ABOVE REFERRED TO

(FLAT)

ALL THAT on the **Flat No.** _____ , _____ **side** of the Building of the Building at **Premises No** P-105/2, Bangur Avenue, Block-D, P.S. Laketown, P.O. Bangur Avenue, Kolkata-700 055, Assessee No. 1202901518719, ward No.- 29 within limits of South Dum Dum Municipality, District North 24 Parganas, measuring about more or less _____ **Sq. Ft. Carpet Area** corresponding to _____ **sq. ft. super built up area (cover area _____ sq. ft)** a little more or less and also having vitrified tiles flooring, consisting with consisting with ____ (____) Bed Rooms, ____ (____) Living cum Dinning area, ____ (____) Kitchen, ____ (____) Toilets, ____ (____) Balcony and covered parking No.... with space 135 sq. ft. from Developer's Allocation, situated and being the part of the Premises including the proportionate and undivided share and common facilities available in the said premises such as equipment fixtures apparatus of common utility, stair case, landing, lift, lift lobby areas, common toilets on the ground floor, Caretaker's Room on the ground floor, Semi underground Water Reservoir, Overhead Water Reservoir, Open Terrace Lift Machine Room on the roof, drive ways Boundary Wall, Main Entrance Gate for ingress and egress to the said Premises, and common pathways etc.

FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON PORTIONS OF THE BUILDING)

1. Elevator & Lift machine room on the roof;
2. Entrance and exit lobby, driveways and passages;
3. Caretaker's Room on the ground floor;
4. Common WC on the ground floor
5. Boundary walls and main gates;
6. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any flat and/or

exclusively for the use);

7. Stair-case, lobbies on all the floors;

8. Electric/utility space beneath the stair;

9. Roof of the Building;

10. Water Pump, water reservoir both underground and overhead together with all common plumbing installations for carriage of water;

11. Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the land and the necessary passage to and/or user of the units in common by the members.

FIFTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES OF THE BUILDING)

Maintenance charges will be fixed on the basis of measurement of the super built up area of each flat/unit of the building and the maintenance charges include:

- i) Sweeping and cleaning of common areas
- ii) Running of pumps
- iii) Lighting of common areas.
- iv) Maintenance of all common utilities.
- v) White washing, colour washing, painting, renovation, maintaining repairing rebuilding or damaged / broken part of the building outer walls etc.
- vi) All common statutory taxes, land revenue or cess.
- vii) Salaries of staff employees for common purposes.
- viii) Formation of Association for common areas.
- ix) Creation of fund for common expenses.
- x) All other common expenses and incidental to other common expenses for all common areas and facilities.

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

Signed, Sealed and delivered

By the Vendors at Kolkata

In presence of:

1.

2.

**CONSTITUTED ATTORNEY ON
BEHALF OF THE OWNERS/
VENDORS**

**Signed, Sealed, and delivered
By the Developer at Kolkata
In presence of:**

- 1.
- 2.

DEVELOPER

**Signed, sealed and delivered
By the Purchasers at Kolkata
In presence of:**

- 1.
- 2.

PURCHASER

Prepared in my office

Advocate

MEMO OF CONSIDERATION

Received by the within named Developer from the within named Purchasers the within mentioned a total consideration **Rs.** _____ **/- (Rupees: _____ only).**

DATE	Bank Name	Cheque/DD/Bank DD ref. No.	Amount (Rs.)
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Witnesses:

1.

NIDHI SAHA

Nidhi Saha
Proprietor

2.

DEVELOPER