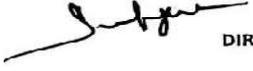


DNMS ENTERPRISE PVT. LTD.

  
DIRECTOR

**DRAFT**

**DEED OF CONVEYANCE**

**THIS DEED OF CONVEYANCE** is made on this the ..... Day of Two Thousand and Twenty \_\_\_\_\_(202\_\_\_\_).

**BETWEEN**

(1) **SMT. SMRITI KANA RUDRA**, (Pan No. BEBPRS92OJ, Aadhaar No. 201714141308), wife of Late Sudhir Ranjan Rudra, by Occupation Housewife, by Nationality - Indian, by faith - Hindu, residing at 91, Bandhab Nagar Colony, P.S. & P.O. Dum Dum, Kolkata - 700028, in the District of North 24 Parganas, (2) **SMT. SUCHISMITA RUDRA MAJUMDAR**, (Pan No. CUZPS727LL, Aadhaar No. 488598060366), daughter of Late Sudhir Ranjan Rudra, wife of Debanjan Majumdar, by - Occupation- Service, by Nationality - Indian, by faith - Hindu, residing at C-201,Subham Residency, GIDC, Ankleshwar, Bharuch, Gujarat – 393001, (3) **SMT. SUDIPTA RUDRA**, (Pan No. APCPR233OD, Aadhaar No. 321012716521), daughter of Late Sudhir Ranjan Rudra, wife of Sujit Nandy, by - Occupation - Service, by Nationality - Indian, by faith - Hindu, residing at 26, Arabinda Nagar, Naktala, Kolkata - 700047, (4) **MRS. MONI RUDRA**, (Pan No. FRNPR7774D, Aadhaar No. 476023766183), wife of Late. Subhas Chandra Rudra, by Occupation- Housewife, by Nationality Indian, by faith Hindu and (5) **MS. MOMITA RUDRA** (Pan No. FLBPR7786F, Aadhaar No. 365146634310), daughter of Late Subhas Chandra Rudra, by Occupation- Student, by Nationality Indian, by faith-Hindu, (4) & (5) are residing at 91/A, Bandhab Nagar Colony, P.O & P.S- Dum Dum, Kolkata-700028, in the District of North 24 Parganas, West Bengal, hereinafter called the "**OWNERS**" (Which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representative, administrators and assigns) of the **FIRST PART**. The owners duly represented by **M/S DNMS ENTERPRJSE PRIVATE LIMITED** (CIN NO. U70109WB2021PTC248473 & PAN NO. AAICD7968H) a Private Limited Company within the

meaning of the Companies Act 2013, having its registered office at Emami City Tower, 06-8 (Holding No. 380/ I), 2, Jessore Road, P.O & P.S- Dum Dum, Kolkata-700028, District-North 24 Parganas, West Bengal, India, represented by its Director namely MR. NARAYAN CHANDRA GHOSH, (PAN - ADNPG3412G, AADHAAR No. 420634074239), Son of Late Biseswar Ghosh, by religion- Hindu, by Occupation-Business, by Nationality- Indian, residing at 52, Durgabari Road, P.O.+P.S.- Dum Dum, Kolkata-700028, District- North 24 Parganas, West Bengal, India, by virtue of Development Agreement and Development Power of Attorney Registered on dated 07.12.2022 in the office of ADSR Cossipore Dum Dum and recorded in Book No. 1, Being No. Registered in Book – I, Being No. 15693, 15694 for the year 2022 and Book – I, Being No. 15713, 15714 for the year 2022.

**AND**

**M/S DNMS ENTERPRJSE PRIVATE LIMITED** (CIN NO. U70109WB2021PTC248473 & PAN NO. AAICD7968H) a Private Limited Company within the meaning of the Companies Act 2013, having its registered office at Emami City Tower, 06-8 (Holding No. 380/ I), 2, Jessore Road, P.O & P.S- Dum Dum, Kolkata-700028, District-North 24 Parganas, West Bengal, India, represented by its Director namely **MR. NARAYAN CHANDRA GHOSH**, (PAN - ADNPG3412G, AADHAAR No. 420634074239), Son of Late Biseswar Ghosh, by religion- Hindu, by Occupation-Business, by Nationality- Indian, residing at 52, Durgabari Road, P.O.+P.S.- Dum Dum, Kolkata-700028, District- North 24 Parganas, West Bengal, India, hereinafter called the "**PROMOTER**" (which expression shall unless executed by or repugnant to the context by deemed to include its heirs, executed, administrators, representatives and assigns) of the **SECOND PART**.

**AND**

[ if the Allottee is a company]

\_\_\_\_\_ (CIN No.) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at \_\_\_\_\_ (PAN No. \_\_\_\_\_) represented by its authorized signatory, (Aadhaar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns.)

[ OR ]

[if the Allottee is a Partnership]

\_\_\_\_\_ a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at \_\_\_\_\_ PAN No., represented by its authorized partner \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) duly authorized vide \_\_\_\_\_ hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[ OR ]

[if the Allottee is an Individual]

Mr./Ms. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son/ daughter of \_\_\_\_\_ aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN No.) hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[ OR ]

[ if the Allottee is a HUF]

Mr. \_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN No.) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the

**THIRD PART.**

**WHEREAS:**

1. **WHERE AS** the Government of West Bengal with the intent to rehabilitate the refugees from East Pakistan, now Bangladesh acquired land in C. S. /R.S.Plot/Dag No. 1055 (P) at Mouza-Digla, P.S. Dum Dum, District North 24 Parganas in the urban area under the provisions of L.D.P. Act 19481L.A Act-I of 1894 including the plot then in occupation of said Sri Sudhir Ranjan Rudra.

- 2. AND WHEREAS** the Refugee Rehabilitation Department on behalf of the Governor of the State of West Bengal by registered Deed of Gift, dated- 12.03.2001 registered at Office of the Additional District Registrar Barasat, recorded in Book No. I, Volume No. 1, Pages from 169 to 772, being No. 43 for the year 2001, made gift and transferred All That Land measuring 02 Cottahs,09 Chittacks 35 Sq.ft. more or less at Mouza - Digla, P.S. Dum Dum, District North 24 Parganas, S.P. No. 151, C.S. & R.S. Plot/Dag No. 1055 (P), under South Dum Dum Municipality in favour of Sri Sudhir Ranjan Rudra.
- 3. AND WHEREAS** said Sri Sudhir Ranjan Rudra mutated his name in the records of South Dum Dum Municipality being Holding No. 151/ I, Bandhab Nagar, Kolkata - 700028, and Ward No. 9.
- 4. AND WHERTAS** said Sri Sudhir Ranjan Rudra while seized and possessed of the said land died intestate on 11/07 /2022 leaving behind him his wife Smt. Smriti Kana Rudra & two daughters Smt. Suchismita Rudra Majumdar & Sudipta Rudra to inherit the property left by him.
- 5. AND WHEREAS** said Smt. Smriti Kana Rudra & two daughters Smt. Suchismita Rudra Majumdar & Sudipta Rudra, the owners herein is seized and possessed of and sufficiently entitled to ALL THAT piece and parcel of land area measuring 2 Cottahs 9 Chittacks 35 Sq.ft. more or less together with structure at Mouza - Digla, P.S. Dum Dum, District-North 24 Parganas, C.S. & R.S. Dag No. 1055(P), S.P. No. 151, Municipal Holding No. 151/1, Bandhab Nagar, Ward No. 9, under South Dum Dum Municipality, more fully and particularly described in the First Schedule hereunder written.
- 6. AND WHEREAS** the Refugee Rehabilitation Department on behalf of the Governor of the State of West Bengal by registered Deed of Gift, dated- 12.03.2001 registered at Office of the Additional District Registrar Barasat, recorded in Book No. I, Volume No. 1, Pages from 161 to 164, being No. 41 for the year 2001, made gift and transferred All That Land measuring 02 Cottahs,02 Chittacks 35 Sq.ft. more or less at Mouza - Digla, P.S. Dum Dum, District North 24 Parganas, S.P. No. 151/1, C.S. & R.S. Plot/Dag No. 1055 (P), under South Dum Dum Municipality in favour of Sri Sushil Kumar Rudra and Sri Subhas Chandra Rudra. Accordingly mutated the same in the assessment record of South Dum Dum Municipality and allotted holding no. 259, Bandhab Nagar, Kolkata - 700028, and Ward No. 9.
- 7. AND WHERTAS** said Sushil Kumar Rudra while seized and possessed of the said land died bachelor intestate on 29.12.2008 leaving behind him his only one brother Subhas Chandra Rudra who inherited the property left by him.
- 8. AND WHERTAS** said Subhas Chandra Rudra while seized and possessed of the said land died intestate on 10.07.2022 leaving behind him his wife Mrs. Moni Rudra and daughter Ms Momita Rudra to inherited the property left by him.

- 9. AND WHEREAS** said Mrs. Moni Rudra & daughter Ms Momita Rudra, the owners herein is seized and possessed of and sufficiently entitled to ALL THAT piece and parcel of land area measuring 2 Cottahs 2 Chittacks 0 Sq.ft. more or less together with structure at Mouza - Digla, P.S. Dum Dum, District-North 24 Parganas, C.S. & R.S. Dag No. 1055(P), S.P. No. 151/1, Municipal Holding No. 259, Bandhab Nagar, Ward No. 9, under South Dum Dum Municipality, more fully and particularly described in the First Schedule hereunder written.
- 10. AND WHEREAS** for better use and/or enjoyment and better construction over their properties Smt. Smriti Kana Rudra, Smt. Suchismita Rudra Majumdar, Smt. Sudipta Rudra as owners of ALL THAT piece and parcel of land area measuring 2 Cottahs 9 Chittacks 35 Sq.ft. more or less of holding no. 151/1, Bandhab Nagar and Mrs. Moni Rudra and daughter Ms Momita Rudra as owners of ALL THAT piece and parcel of land area measuring 2 Cottahs 2 Chittacks 0 Sq.ft. more or less of 259, Bandhab Nagar amalgamated the aforesaid two holdings on 07.12.2021 duly registered in the office of ADSR Cossipore Dum Dum and recorded in Book No. 1, Being No. 15715 for the year 2022. And they also recorded their names in the record of BL & LRO and get separate L.R.Khatian No. 4874,4875,4882,4883,4884.
- 11.** In the manner as stated above by way of inheritance and deed of amalgamation the said Smt. Smriti Kana Rudra, Smt. Suchismita Rudra Majumdar, Smt. Sudipta Rudra, Mrs. Moni Rudra and Ms Momita Rudra the Land owners/Owners herein become the absolute joint owner of piece and parcel of land admeasuring 4 Cottahs 11 Chittacks 35 Sq. ft. more or less together with kancha structure measuring 325 Sq.ft. more or less at Mouza - Digla, P.S. Dum Dum, District North 24 Parganas, J.L. No.18, C.S. & R.S. Dag No. 1055 (P), S.P. No. 151 & 151/ I, L.R.Khatian No. 4874,4875,4882,4883,4884, amalgamated Holding No. 151/1 (old 259), Bandhab Nagar Colony, Ward No. 9, under South Dum Dum Municipality, P.O & P.S- Dum Dum, Kolkata-70008, in the district 24 Pargana(N) more fully and particularly described in the First Schedule hereunder written.
- 12.** While thus being absolutely seized and possessed of or otherwise well and sufficiently to the said schedule Land as the absolute joint owners thereof the Party hereto of the First Part have expressed their desire to develop the said land by construction of a multistoried building(s) consisting of several flats/apartments, car parking space thereon, through any recognized Developer who have got the clear knowledge and experience about developing land and building in and around the city of Kolkata.
- 13.** The said Owners herein decided to construct a building on the said land as per plan to be obtained from the South Dum Dum Municipality after demolition of the existing building standing thereon and accordingly the said Owners herein entered into a registered Development Agreement and registered Power of Attorney on 07.12.2022 with **M/S DNMS**

**ENTERPRISE PRIVATE LIMITED** (CIN NO. U70109WB2021PTC248473 & PAN NO. AAICD7968H)

a Private Limited Company within the meaning of the Companies Act 2013, having its registered office at Emami City Tower, 06-8 (Holding No. 380/ I), 2, Jessore Road, P.O & P.S- Dum Dum, Kolkata-700028, District-North 24 Parganas, West Bengal, India as developer for the development of the said property under certain terms & conditions and the same was duly registered before the office of the ADSR Cossipore Dum Dum and recorded in Book – I, Volume Number \_\_\_\_\_, Page from \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year 2022 and Book – I, Volume Number \_\_\_\_\_, Page from \_\_\_\_\_ to \_\_\_\_\_, Being No. \_\_\_\_\_ for the year 2022.

14. Thereafter as per terms and conditions of Development Agreement and General Power of Attorney the Developer herein constructed G+IV storied Building according to the sanctioned Plan being Permit No. 853 dated 06.09.2024 issued by the South Dum Dum Municipality upon the said piece and parcel of land measuring about 4 Cottahs 11 Chittacks 35 Sq. ft. little more or less, little more or less more fully and particularly described in **FIRST SCHEDULE HEREUNDER**.
15. As per the allocation and/or allotment of Development Agreement dated 07.12.2022, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and/or given which is being part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
16. The Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same, and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT one** residential Flat, **being** Flat No. ...., on the **Floor (Flooring-)**, **East** facing of the Ground plus ..... storied Building, measuring an area of ..... **Square Feet carpet area AND** one Covered Car parking being No. P/\_\_\_\_\_ on the Ground Floor of the building measuring an area of ..... **Square Feet carpet area** named **"RADHA KUNJ"** in complete and habitable condition in all manner whatsoever lying and situated at Mouza - Digla, P.S. Dum Dum, District North 24 Parganas, J.L. No.18, C.S. & R.S. Dag No. 1055 (P), S.P. No. 151 & 151/ I, L.R.Khatian No. 4874,4875,4882,4883,4884, amalgamated Holding No. 151/1 (old 259), Bandhab Nagar Colony, Ward No. 9, under South Dum Dum Municipality, P.O & P.S- Dum Dum, Kolkata-70008, in the district 24 Pargana(N) hereinafter called and referred to as the **"SAID FLAT WITH CAR PARKING "** more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder at or for the total price and / or consideration of **Rs. 00,00,000/- (Rupees.....) only** finding the proposal as

an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the PURCHASER herein.

- 17.** By an Agreement for Sale dated ..... the Owners/Vendors herein and the Developer herein have agreed to sell, transfer and convey **ALL THAT** one **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-\_\_\_)**, \_\_\_\_\_ facing of the Ground plus Four storied Building measuring an area of \_\_\_\_\_ **Square Feet carpet area AND** one **Covered Car parking** being No. P/\_\_\_\_\_ on the Ground Floor of the building measuring an area of ..... **Square Feet carpet area** in complete and habitable condition in all manner whatsoever lying and situated at Mouza - Digla, P.S. Dum Dum, District North 24 Parganas, J.L. No.18, C.S. & R.S. Dag No. 1055 (P), S.P. No. 151 & 151/ I, L.R.Khatian No. 4874,4875,4882,4883,4884, amalgamated Holding No. 151/1 (old 259), Bandhab Nagar Colony, Ward No. 9, under South Dum Dum Municipality, P.O & P.S- Dum Dum, Kolkata-70008, in the district 24 Pargana(N) more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with undivided proportionate importable share and interest in the land which is more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of **Rs. 00,00,000/- (Rupees.....) only** and the same was duly confirmed by the said Developer herein.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS:-**

In Pursuance to the Agreement for Sale dated ..... and in consideration of the payment of sum of **Rs. 00,00,000/- (Rupees.....) only** as the total Consideration paid by the PURCHASER to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the PURCHASER) paid on or before the execution of these presents, the Owners /Vendors and the Developer herein doth hereby sell, transfer and convey unto and in favour of the PURCHASER herein **ALL THAT** one residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring- \_\_\_)**, ..... facing of the Ground plus \_\_\_\_\_ storied Building measuring an area of ..... **Square Feet carpet area AND** one **Covered Car parking** being No. P/\_\_\_\_\_ on the Ground Floor of the building measuring an area of ..... **Square Feet carpet area** in complete and habitable condition in all manner whatsoever lying and situated at Mouza - Digla, P.S. Dum Dum, District North 24 Parganas, J.L. No.18, C.S. & R.S. Dag No. 1055 (P), S.P. No. 151 & 151/ I, L.R.Khatian No. 4874,4875,4882,4883,4884, amalgamated Holding No. 151/1 (old 259), Bandhab Nagar Colony,

Ward No. 9, under South Dum Dum Municipality, P.O & P.S- Dum Dum, Kolkata-70008, in the district 24 Pargana(N) more fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of **LAND** in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and **ALL** the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owners/Vendors to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the PURCHASER absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owners /Vendors herein and Developer doth hereby covenants with the PURCHASER that:-

- 1.** The Owners /Vendors and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and covered car parking and the premises hereby conveyed or intended so to be unto and to the use of the PURCHASER in the manner aforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
- 2.** The PURCHASER may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the said flat and covered car parking and premises hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owners /Vendors and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.
- 3.** The PURCHASER shall hold the said flat free and clear and freely and clearly and absolutely exonerated, and forever released and discharged or otherwise by the Owners/Vendors and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owners/Vendors and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;

- 4.** The PURCHASER shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
- 5.** The PURCHASER shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc. of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
- 6.** The said Flat and /or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale.
- 7.** The PURCHASER and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
- 8.** The PURCHASER shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owners /Vendors or any other Co-owner who may have acquired before and who may hereafter acquire any right, title and interest similar to those acquired by the PURCHASER under the terms of this conveyance.
- 9.** The PURCHASER undivided proportionate interest in land is importable in perpetuity.
- 10.** The Owners/Vendors, Developer/Confirming party and/or any person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owners /Vendors or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the PURCHASER do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the PURCHASER in manner aforesaid as by the PURCHASER, his heirs, executors or administrators and assigns shall be reasonably required.
- 11.** The PURCHASER shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

**NOTE:**

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice-versa.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(THE SAID PREMISES)**

ALL THAT piece and parcel of Bastu land measuring 4 Cottahs 11 Chittacks 35 Sq. ft. more or less together with G+IV storied newly constructed building known as "RADHA KUNJ" lying and situated at Mouza - Digla, P.S. Dum Dum, District North 24 Parganas, J.L. No.18, C.S. & R.S. Dag No. 1055 (P), S.P. No. 151 & 151/ I, L.R.Khatian No. 4874,4875,4882,4883,4884 amalgamated Holding No. 151/1, Bandhab Nagar Colony, Ward No. 9, under South Dum Dum Municipality within A.D.S.R. Cossipore Dum Dum, P.O & P.S- Dum Dum, Kolkata-700028, in the district of 24 Parganas (North)

**BOUNDARY**

On the North: By S.P.No. 150 Others Property;  
On the South: By 18.2 feet wide Road and Others Property;  
On the East: By S.P.No 151/1 Others Property;  
On the west: By Bandhanb Nagar Colony Road;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(Description of the said Flat)**

**ALL THAT** one residential **Flat, being** Flat No. ...., on the ..... **Floor (Flooring-.....)**, ..... facing of the Ground plus ..... storied Building namely "**RADHA KUNJ**" measuring an area of ..... **Square Feet carpet area** consisting of ..... (.....) Bed Rooms, 1 (One) Drawing-cum-Living Room, 1 (One) Kitchen, ... (.....) Toilet and ..... (.....) Balcony **AND** one **Covered Car parking** being No. P/\_\_\_\_\_ on the Ground Floor measuring an area of ..... **Square Feet carpet area** together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Mouza - Digla, P.S. Dum Dum, District North 24 Parganas, J.L. No.18, C.S. & R.S. Dag No. 1055 (P), S.P. No. 151 & 151/ I, L.R.Khatian No. 4874,4875,4882,4883,4884, amalgamated Holding No. 151/1 (old 259), Bandhab Nagar Colony, Ward No. 9, under South Dum Dum Municipality, P.O & P.S- Dum Dum, Kolkata-70008, in the district 24 Pargana(N).

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**(Common Parts and Facilities)**

1. Common facilities and amenities shall include corridor, stairways, passage ways, drive ways

pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(COMMON EXPENSES)**

1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
1. The salaries of all the persons employed for the said purpose.
2. All charges and deposit for suppliers of common facilities and utilities.
3. Municipality taxes, multi-storied building taxes, other outgoing taxes those separately assessed on the respective Flat/unit.
4. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
5. All litigation's expenses for protecting the title of the said land and building.
6. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
7. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
9. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
10. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ ₹ \_\_\_\_\_ and \_\_\_\_\_ paise per sq. ft. as per occupied area monthly within 10<sup>th</sup> of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.
11. Electrical expenses relating to operating water pump. |

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(COMMON RESTRICTIONS FOR OCCUPIERS)**

- Neither party shall use or permit to use the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all always by laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws by laws and regulations.
- The respective allocation shall keep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- Neither parties is allowed to make any of the construction in common area, roofs etc. without proper permission of the developers and or associations.

- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

**IN WITNESS WHEREOF** the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

**SIGNED SEALED AND DELIVERED** by  
the **VENDORS** at Dum Dum, Kolkata in the  
presence of :

1.

2.

**SIGNATURE OF THE VENDORS**

**SIGNED SEALED AND DELIVERED** by  
the **DEVELOPER** at Dum Dum, Kolkata  
in the presence of:

1.

2.

**SIGNATURE OF THE DEVELOPER**

**SIGNED SEALED AND DELIVERED** by  
the **PURCHASER** at Kolkata in the  
presence of:

Advocate  
M.No. \_\_\_\_\_

1.

**DRAFTED BY:**

**SIGNATURE OF THE PURCHASER**

**RECEIVED** from the within named PURCHASER the within mentioned sum of **Rs. 00,00,000/-**  
**(Rupees.....) only** by way of total consideration money as per Memo below :-

**MEMO OF CONSIDERATION**

<b>Cheque No.</b>	<b>Date</b>	<b>Bank &amp; Branch Name</b>	<b>Amount</b>
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**Total**      Rs.00,00,000/-

**(Rupees..... ) only**

**SIGNATURE OF THE WITNESS**

1.

2.

**SIGNATURE OF THE DEVELOPER**

Identified by:

Name: \_\_\_\_\_

Son of \_\_\_\_\_,

by Faith-\_\_\_\_\_, Occupation:\_\_\_\_\_.

Residing at – \_\_\_\_\_, P.O.\_\_\_\_\_, P.S.\_\_\_\_\_.

Kolkata-\_\_\_\_\_, District:\_\_\_\_\_.