

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) DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124), son of Late Satya Ranjan Gayen, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at “Ashirbad” Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata-700150, District – South 24 Parganas, and **(2) SRI ARINDAM MUKHERJEE (PAN AFTPM1701N, Aadhar Number 7912 1818 4602)**, son of Late Arun Bikash Mukherjee, by faith: Hindu, by Occupation: Service, by Nationality: Indian, permanent resident of 300, Ramkrishna Pally, Sonarpur, Kolkata 700150, West Bengal, presently residing at G-1 Express Residency, Basappa Road, Shantinagar, Bangalore 560027, represented by his Constituted Attorney, executed and registered Power of Attorney dated in favour of **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (**PAN - AAQCS6468M**), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of

Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, authorized vide board resolution dated 01.02.2022. The said Development Power of Attorney registered at the Office of Alipore, South 24 Parganas, and recorded in the Book No. I, Volume No., Pages From to, being No., for the year, hereinafter called the ‘OWNER’ of the ONE PART.

AND

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

AND

DEVELOPER : M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800) a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (**PAN - AAQCS6468M**), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150,

represented by its authorized signatory **SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, authorized vide board resolution dated 01.02.2022, 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 “.....” lying and situated at ALL THAT a piece and parcel of land measuring more or less 10(ten) Cottahs 02(two) Chittacks and is physical possession 9 Cottahs 15 Chittacks 36 sq.ft. in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159 & 1846, under R.S. Dag No. 157 and 158, L.R. Dag No. 115 & 116, being Plot No. 292& 293 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8, Holding No. 946, Ramkrishna Pally, Mission Pally Road, under P.S.- Narendrapur, Kolkata-700150, District - South 24 Parganas, West Bengal morefully 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 Ashrama Praktan Chhatra Sangha Narendrapur, District – South 24 Parganas a body corporate registered under Act, 1860 having its registered office at Narendrapur, P.S.- Sonarpur, South 24 Parganas had been seized and possessed of ALL THAT the piece and parcel of land mentioned and described

in the Schedule hereunder written.

AND WHEREAS said Ashrama Praktan Chhatra Sangha, Narendrapur on 06.06.1967 sold and transferred 5(five) Cottahs 1(one) Chittacks land in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, R.S. Dag No. 157 and 158, being Plot No. 292 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 (7), under P.S.- Sonarpur, Kolkata-700150, District - South 24 Parganas in favour of Sri Bhola Nath Mukherjee and said Deed of Conveyance has been registered at A.D.S.R. Sonarpur and registered in Book No.I, Volume No. 14, pages 155 to 158, being Deed No. 862 for the year 1967.

AND WHEREAS said Sri Bhola Nath Mukherjee after purchased the said land and enjoyed the said land with free from all encumbrances whatsoever.

AND WHEREAS by virtue of a Deed of Conveyance on 29th day of June, 1979 said Sri Bhola Nath Mukherjee sold and transferred said 5(five) Cottahs 1(one) Chittacks land in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, R.S. Dag No. 157 and 158, being Plot No. 292 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 (7), under P.S.- Sonarpur, Kolkata-700150, District - South 24 Parganas in favour of Smt. Amrita Lahiri, wife of Sri Dhrubajyoti Lahiri. The said Deed of Conveyance was registered at D.S.R. Alipore and recorded in Book No.I, Volume No. 117, pages 25 to 30, being Deed No. 4359 for the year 1979.

AND WHEREAS after purchased the said property, the said

Smt. Amrita Lahiri mutated her name in the office of B.L. & L.R.O. and Rajpur-Sonarpur Municipality of the above mentioned property and paid taxes regularly and seized and possessed the same free from all encumbrances.

AND WHEREAS by a Deed of Conveyance dated 10th day of March, 2011 the said Smt. Amrita Lahiri, sold, transferred and conveyed ALL THAT piece and parcel of land measuring 5(five) Cottahs 1(one) Chittacks land in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, R.S. Dag No. 157 and 158, being Plot No. 292 of Sri Ramkrishna Pally, Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 (7), Holding No. 946, under P.S.- Sonarpur, Kolkata-700150, District - South 24 Parganas unto and in favour of Mrs. Srabani Mukherjee and Mr. Debadidev Gayen. The said Deed of Conveyance has been duly registered before D.S.R.-IV, Alipore, South 24 Parganas and recorded in Book No.I, CD Volume No. 7, pages from 1137 to 1152, being No. 01901 for the year 2011.

AND WHEREAS by virtue of the said Deed of Conveyance, said Mrs. Srabani Mukherjee and Mr. Debadidev Gayen jointly got the said land measuring 5(five) Cottahs 1(one) Chittacks land in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, R.S. Dag No. 157 and 158, being Plot No. 292 of Sri Ramkrishna Pally, Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 (7), Holding No. 946, under P.S.- Sonarpur, Kolkata-700150, District - South 24 Parganas and mutated their name in B.L. & L.R.O. and Rajpur Sonarpur Municipal and enjoying the same free from all encumbrances by paying taxes regularly to the concerned

authorities.

AND WHEREAS the said Mrs. Srabani Mukherjee gifted and transferred her undivided 1/2 share of land measuring **2 Cottahs 8 Chittacks 22.5 sq.ft.** out of total land measuring 5 Cottahs 1 Chittacks in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159 & 1160, under R.S. Dag No. 157 and 158, L.R. Dag No. 116, being Plot No. 292 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 (7), Holding No. 946, under P.S.- Sonarpur, Kolkata-700150, District - South 24 Parganas unto and in favour of her co-sharer Mr. Debadidev Gayen, the Owner No.1 herein by virtue of a Deed of Gift dated 27th day of August, 2018 which has been duly registered before D.S.R.-IV, South 24 Parganas and recorded in Book No.I, Volume No. 1604-2018, pages from 158258 to 158278, being No. 160405333 for the year 2018.

AND WHEREAS by virtue of the aforesaid Deed of Conveyance and Deed of Gift the said **Mr. Debadidev Gayen, the Owner No.1** herein is now sole and absolute owner of **ALL THAT** piece and parcel of land measuring 5 Cottahs 1 Chittacks together with structure standing thereon in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159 & 1160, under R.S. Dag No. 157 and 158, L.R. Dag No. 116, being Plot No. 292 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 (7), Holding No. 946, Mission Pally Road, under P.S.- Sonarpur, Kolkata-700150, District - South 24 Parganas, with all easements.

AND WHEREAS said Debadidev Gayen, land owner no. 1 herein mutated his name in B.L & L.R.O, as L.R. Khatian No. 1159, L.R. Dag No. 116 in respect of land measuring 5 Cottahs 1 Chittacks together with structure standing thereon in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159 & 1160, under R.S. Dag No. 157 and 158, L.R. Dag No. 116, being Plot No. 292 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 (7), Holding No. 946, Mission Pally Road, under P.S.- Sonarpur, Kolkata-700150, District - South 24 Parganas.

AND WHEREAS one Dr. Jagadish Narayan Sarkar on 06-Jun-1967 purchased a plot of land measuring 5 Cottahs 1 Chittacks in Mouza : Nischintapur, J.L. No. 53, Touzi No. 285, Pargana: Medanmalla, R.S. Khatian No. 56 & 21, R.S. Dag No. 157 & 158, being Scheme Plot No. 293, Ramkrishna Pally, P.S. Sonarpur, District: South 24 Parganas by virtue of a Deed of Conveyance executed by Ashrama Praktan Chattra Sangha, Narendrapur, South 24 Parganas and said Deed of Conveyance has been registered before S.R. Baruipur and recorded in Book No. 1, Volume No. 15, pages 83 to 86, being deed No. 863 for the year 1967.

AND WHEREAS said Dr. Jagadish Narayan Sarkar mutated his name in B.L. & L.R.O. being L.R. Khatian No. 184, L.R. Dag No. 115, in the said land.

AND WHEREAS said Dr. Jagadish Narayan Sarkar died intestate on 16-Nov-1991 leaving behind his wife Smt. Leela Sarkar, since deceased, two married daughters namely Smt.

Suparna Majumdar and Smt. Sudeshna Sinha and two sons namely Sri. Pradeep Kumar Sarkar and Sri. Somnath Sarkar as his legal heirs and successors.

AND WHEREAS said Smt. Lila Rani Sarkar alias Smt. Leela Sarkar having died intestate on 20-Jul-2008 leaving behind her two sons and two daughters to inherit one-fourth share each in respect of the above-mentioned piece and parcel of land measuring 5 Cottahs 1 Chittak of land more or less more particularly described in the schedule herein below.

AND WHEREAS said Smt. Suparna Majumdar and Smt. Sudeshna Sinha jointly executed a registered General Power of Attorney on 05-Jan-2011 in favour of Sri. Pradeep Kumar Sarkar and said power of attorney was duly registered before A.R.A (III), Kolkata and recorded in Book IV, CD Vol No. 1, pages 663 to 672, being No. 00053 for the year 2011.

AND WHEREAS said Sri. Pradeep Kumar Sarkar on 01-Mar-2011 executed a deed of gift of his own one-fourth share and as a constituted attorney of Smt. Sudeshna Sinha and Smt. Suparna Majumdar two-fourths share i.e. total three-fourths share of above-mentioned land measuring 5 Cottahs 1 Chittacks in Mouza: Nischintapur, J.L. No. 53, Touzi No. 285, Pargana: Medanmalla, R.S. Khatian No. 56 & 21, R.S. Dag No. 157 & 158, L.R. Khatian No. 184 and L.R. Dag No.115, being Scheme Plot No. 293, Ramkrishna Pally, P.S. Sonarpur, District: South 24 Parganas in favour of Sri. Somnath Sarkar and said deed of gift duly registered before A.R.A (I), Kolkata and recorded in Book I, CD Vol No. 4, pages 7231 to 7248,

being No. 01725 for the year 2011.

AND WHEREAS in the aforesaid deed of gift being deed No. 01725 for the year 2011 certain errors have accidentally and inadvertently crept in which requires rectification in the matter hereinafter appearing rectified and corrected in the schedule of the said deed of gift the words R.S. 115 instead of L.R. 115 as rectified and modify the said deed of gift shall be in full force and effect.

AND WHEREAS said Smt. Suparna Majumdar and Smt. Sudeshna Sinha jointly executed a deed of gift on 17-Feb-2015 transferred their two-fourths share along with above mentioned rectification of previous deed of gift being No. 01725 for the year 2011, in favour of Sri Somnath Sarkar and said deed of gift duly registered before A.R.A (I), Kolkata and recorded in Book I, CD Vol No. 4, pages 1352 to 1367, being No. 01333 for the year 2015.

AND WHEREAS the said Sri Somnath Sarkar was the sole and absolute owner of land measuring 5 Cottahs 1 Chittacks in Mouza: Nischintapur, J.L. No. 53, Touzi No. 285, Pargana: Medanmalla, R.S. Khatian No. 56 & 21, R.S. Dag No. 157 & 158, L.R. Khatian No. 184 and L.R. Dag No.115, being Scheme Plot No. 293, Ramkrishna Pally, P.S. Sonarpur, District: South 24 Parganas.

AND WHEREAS the said Sri Somnath Sarkar mutated his name in B.L. & L.R.O. being L.R. Khatian No. 1245 in L.R. Dag No. 115 and also mutated his name in Rajpur-Sonarpur Municipality being Holding No. 4096 and paying taxes regularly

and enjoying the said property being free from all encumbrances.

AND WHEREAS by a Deed of Conveyance dated 01st day of October, 2021 said Sri Somnath Sarkar sold, transferred and conveyed **ALL THAT** piece and parcel of danga land measuring 5 Cottahs 1 Chittacks in Mouza: Nischintapur, J.L. No. 53, Touzi No. 285, Pargana: Medanmalla, R.S. Khatian No. 56 & 21, now L.R. Khatian No. 1245, R.S. Dag No. 157 and 158, now L.R. Dag No.115, being Scheme Plot No. 293, Ramkrishna Pally, P.S. Sonarpur, now Narendrapur, within the limits of Rajpur-Sonarpur Municipality, Ward No. 8, Holding No. 4096, Ramkrishna Pally, Kolkata – 700150, District : South 24 Parganas unto and in favour of Sri Arindam Mukherjee, the Owner No.2 herein. The said Deed of Conveyance has been duly registered before D.S.R.-III, South 24 Parganas and recorded in Book No.I, Volume No. 1603-2021, pages from 287346 to 287372, being No. 160308869 for the year 2021.

AND WHEREAS by virtue of the aforesaid Deed of Conveyance the said Sri Arindam Mukherjee, the Owner No.2 herein is now sole and absolute owner of **ALL THAT** piece and parcel of danga land measuring 5 Cottahs 1 Chittacks in Mouza: Nischintapur, J.L. No. 53, Touzi No. 285, Pargana: Medanmalla, R.S. Khatian No. 56 & 21, now L.R. Khatian No. 1245, R.S. Dag No. 157 and 158, now L.R. Dag No.115, being Scheme Plot No. 293, Ramkrishna Pally, P.S. Sonarpur, now Narendrapur, within the limits of Rajpur-Sonarpur Municipality, Ward No. 8, Holding No. 4096, Ramkrishna Pally,

Kolkata – 700150, District : South 24 Parganas, with all easements.

AND WHEREAS the said Sri Arindam Mukherjee mutated his name in B.L. & L.R.O. being L.R. Khatian No. 1846 in L.R. Dag No. 115 and paying taxes regularly and enjoying the said property being free from all encumbrances.

AND WHEREAS for better benefit and enjoyment of the owners herein to this present have jointly decided to erect construct a single building by amalgamation all their properties and on the basis of the same both the owners have jointly agreed to exchange of land from their respective possession in between themselves.

AND WHEREAS the owners herein jointly executed a Deed of Amalgamation on 11th February 2022 and after amalgamation will be obtained by both the owners herein **ALL THAT** a piece and parcel of land measuring more or less 10(ten) Cottahs 02(two) Chittacks together with structure standing thereon in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159, & 1846 under R.S. Dag No. 157 and 158, L.R. Dag No. 115 & 116, being Plot No. 292 & 293 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8 , Holding No. 946, Mission Pally Road, under P.S.- Sonarpur, at present Narendrapur, Kolkata-700150, District - South 24 Parganas, West Bengal. The said Deed of Amalgamation has been duly registered before D.S.R. V, Alipore, South 24 Parganas and recorded in Book No.I, Volume No.1630-2022 pages 35127 To 35157, being No.

163001214 for the year 2022.

AND WHEREAS by virtue of aforesaid amalgamation the Owners herein are now joint owners of **ALL THAT** a piece and parcel of land measuring more or less 10(ten) Cottahs 02(two) Chittacks and is physical possession 9 Cottahs 15 Chittacks 36 sq.ft. together with structure standing thereon in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159 & 1846, under R.S. Dag No. 157 and 158, L.R. Dag No. 115 & 116, being Plot No. 292 & 293 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8, Holding No. 946, Mission Pally Road, under P.S.- Sonarpur, at present Narendrapur, Kolkata-700150, District - South 24 Parganas, West Bengal which is more particularly described in the **SCHEDULE "A"** of this Agreement and otherwise well and sufficiently entitled free from all encumbrances, charges, liens, etc and the title of the FIRST PARTY in and over the said land is absolutely clear, marketable and free of all encumbrances whatsoever.

AND WHEREAS the Owner/First Party has sanctioned a building plan from the Rajpur- Sonarpur Municipality, being sanction Plan No. _____ dated _____ for construction of a G+IV storied building over the Schedule "A" land.

DEVELOPMENT AGREEMENT:

Said Land owner, **(1) DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith- Hindu, by nationality- Indian, by occupation-

Business, residing at “Ashirbad” Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata-700150, District – South 24 Parganas, and

(2) SRI ARINDAM MUKHERJEE (PAN AFTPM1701N, Aadhar Number 7912 1818 4602), son of Late Arun Bikash Mukherjee, by faith: Hindu, by Occupation: Service, by Nationality: Indian, permanent resident of 300, Ramkrishna Pally, Sonarpur, Kolkata 700150, West Bengal, presently residing at G-1 Express Residency, Basappa Road, Shantinagar, Bangalore 560027, entered into a Development Agreement, on dated with

M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800) a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (**PAN - AAQCS6468M**), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station

Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, authorized vide board resolution dated 01.02.2022 Developer herein, for construction a multi-storied building on the said land, under some terms and condition mentioned in the said Development Agreement which was registered at the Office of the D.S.R. –, South 24 Parganas and recorded in Book No. I, Volume No., Pages From To, being No. for the Year

GENERAL POWER OF ATTORNEY:-

The said land owner **(1) DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at “Ashirbad” Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata-700150, District – South 24 Parganas, and **(2) SRI ARINDAM MUKHERJEE (PAN AFTPM1701N, Aadhar Number 7912 1818 4602)**, son of Late Arun Bikash Mukherjee, by faith: Hindu, by Occupation: Service, by Nationality: Indian, permanent resident of 300, Ramkrishna

Pally, Sonarpur, Kolkata 700150, West Bengal, presently residing at G-1 Express Residency, Basappa Road, Shantinagar, Bangalore 560027, execute a Development Power of Attorney after Registered Development Agreement dated and registered 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, appointing the said **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (**PAN - AAQCS6468M**), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150,

and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, authorized vide board resolution dated 01.02.2022, as his Constituted Attorney.

SUPPLEMENTARY DEVELOPMENT AGREEMENT:

Said Land owner, **(1) DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at “Ashirbad” Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata-700150, District – South 24 Parganas, and **(2) SRI ARINDAM MUKHERJEE (PAN AFTPM1701N, Aadhar Number 7912 1818 4602)**, son of Late Arun Bikash Mukherjee, by faith: Hindu, by Occupation: Service, by Nationality: Indian, permanent resident of 300, Ramkrishna Pally, Sonarpur, Kolkata 700150, West Bengal, presently residing at G-1 Express Residency, Basappa Road, Shantinagar, Bangalore 560027, also execute a Supplementary Development Agreement, on dated with **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/

2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (**PAN - AAQCS6468M**), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, authorized vide board resolution dated 01.02.2022, the Developer herein, for construction a multi-storied building on the said land, under some terms and

condition mentioned in the said Development Agreement which was registered at the Office of the D.S.R. – III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No., Pages From To, being No. for the Year

BOUNDARY DECLARATION FOR K.M.C:

Thereafter the said **(1) DEBADIDEV GAYEN (PAN-AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at “Ashirbad” Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata-700150, District – South 24 Parganas, and **(2) SRI ARINDAM MUKHERJEE (PAN AFTPM1701N, Aadhar Number 7912 1818 4602)**, son of Late Arun Bikash Mukherjee, by faith: Hindu, by Occupation: Service, by Nationality: Indian, permanent resident of 300, Ramkrishna Pally, Sonarpur, Kolkata 700150, West Bengal, presently residing at G-1 Express Residency, Basappa Road, Shantinagar, Bangalore 560027,, being represented by his constitute attorney **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 **(PAN - AAQCS6468M)**, represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of

Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN- AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, authorized vide board resolution dated 01.02.2022 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):

(1) DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124), son of Late Satya Ranjan Gayen, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at “Ashirbad” Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata- 700150, District – South 24 Parganas, and **(2) SRI ARINDAM MUKHERJEE (PAN AFTPM1701N, Aadhar Number 7912 1818 4602)**, son of Late Arun Bikash Mukherjee, by faith: Hindu, by Occupation: Service, by Nationality: Indian, permanent resident of 300, Ramkrishna Pally, Sonarpur, Kolkata 700150, West Bengal, presently residing at G-1 Express Residency, Basappa Road, Shantinagar, Bangalore 560027, being represented by his constitute attorney **M/s SKYLINE BSDS CONSTRUCT PRIVATE LIMITED (CIN No. U45400WB2011PTC169800)** a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150, and its corporate office at 633, Ramkrishna Pally, Sonarpur, Kolkata – 700150 (**PAN - AAQCS6468M**), represented by its Directors **(1) SRI SANJIB BOSE (PAN- AIZPB5960H, Aadhar No. 371816392380)**, son of Late Narendra Mohan Bose, by faith Hindu, by occupation – Business, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, **(2) SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.-

Sonarpur, Kolkata - 700150, **(3) SMT. MITHU BOSE (PAN-AIZPB5961G, AADHAAR No. 242269140051)**, wife of Sri. Sanjib Bose, by faith Hindu, by occupation -Housewife, residing at AT-189, Sonargaon Housing society, Gate No. – III, Narendrapur Station Road, Tegharia, Sonarpur, P.S.- Narendrapur, Kolkata-700150, and **(4) SMT. BULA GAYEN (PAN- BIZPG1970R)**, wife of Sri. Debadidev Gayen, by faith Hindu, by occupation Housewife, residing at Ramakrishna Pally, P.O. - Sonarpur, P.S. - Narendrapur, Kolkata-700150, represented by its authorized signatory **SRI DEBADIDEV GAYEN (PAN- AIKPG8569L, Aadhaar No. 9330 4193 5124)**, son of Late Satya Ranjan Gayen, by faith Hindu, by occupation Business, residing at Ramkrishna Pally, P.O. & P.S.- Sonarpur, Kolkata - 700150, authorized vide board resolution dated 01.02.2022, 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., dated 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 “.....” 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 “.....” 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 “.....” 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 “.....” 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 “.....”, 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 “.....” and/or with regard to formation of maintenance organization/association for the “.....” 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 “.....”.

5) The “.....”, 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 “.....”.

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 “.....”, 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 “.....” 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 “.....” 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 “.....” 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, chummery, 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 a piece and parcel of land measuring more or less 10(ten) Cottahs 02(two) Chittacks and is physical possession 9 Cottahs 15 Chittacks 36 sq.ft. together with structure standing

thereon in Mouza- Nischintapur, J.L. No. 53, R.S. Khatian No. 56 and 21, L.R. Khatian No. 1159 & 1846, under R.S. Dag No. 157 and 158, L.R. Dag No. 115 & 116, being Plot No. 292& 293 of Sri Ramkrishna Pally Sonarpur within Rajpur Sonarpur Municipality, Ward No.8, Holding No. 946, Ramkrishna Pally, Mission Pally Road, under P.S.- Narendrapur, Kolkata-700150, District - South 24 Parganas, West Bengal, the said land is butted and & bounded by : -

ON THE NORTH: Scheme Plot No. 291, Ramkrishna Pally.

ON THE SOUTH: 50' feet wide road.

ON THE EAST: Scheme Plot No.294 & 295, Ramkrishna Pally.

ON THE WEST : 30' 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 “.....” 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