

DRAFT

DEED OF CONVEYANCE

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

(1). Sri. Bholu Malik (PAN No.-GWLPM1420H) & (AADHAR No.5202 3189 0487) son of late Nandi Malik by Nationality Indian, by faith Hindu, by occupation Business, residing at 17, Chitkalikapur, Hederhat, Post Office –Mukundapur, Police Station Purba Jadavpur, Kolkata- 700 099,

(2).. Smt. Haridasi Biswas (PAN No.-DYGPB8343D) & (AADHAR No.-5997 5805 6330) daughter of Late Sattyak Mallick @ Sattwick Malik by Nationality India, by faith Hindu, by occupation House wife, residing at 17, Chitkalikapur, Hederhat, Post Office –Mukundapur, Police Station Purba Jadavpur, Kolkata- 700 099 District-South 24 parganas represented by their constituted attorney **CITY LIVE CONSTRUCTION (PAN- AAIFC5311N)**, a Partnership Firm, having it's registered office at 7/1, Green Park, Netai Nagar, Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099 District South 24 parganas and represented by its partners namely 1) **BIBHUTI BHUSAN DAS**

(PAN- AIDPD4689B & AADHAAR NO.-3293 8835 4908) Son of Late Bhupendra Nath Das, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at P-10, Block –B, Satabdi Park, Post Office- Mukundapur, Police Station- Purba Jadavpur, Kolkata – 700 099, District South 24 Parganas **2) MOTILAL MONDAL (PAN – AJJPM4088L & AADHAAR NO. -9670 5259 9527)** son of Sri. Lal Mohan Mondal by faith Hindu, by Nationality- Indian, by Occupation- Business, residing at 7/1, Green Park, Netai Nagar, Post Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District South 24 Parganas **3) BIDHAN CHANDRA SARKAR (PAN – AYLPS6182N & AADHAAR NO. -9057 0299 9600)** Son of Late Nakul Chandra Sarkar, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at B/6/4B, Milan Park, Post Office-Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099, District South 24 Parganas and **4) JAYANTI MONDAL (PAN – AKSPM7195A & AADHAAR NO.-5345 5018 4862)** Wife of Sri. Motilal Mondal, by faith Hindu, by Nationality- Indian, by Occupation- Business, residing at 7/1, Green Park, Netai Nagar, Post Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District South 24 Parganas ,by virtue of Development Power of Attorney dated 11.4.2022 , duly registered in the office of the District Sub Registrar-V at Alipore and recorded in Book No.1, Volume No.1630-2022, pages from 101581 to 101608 , Being No.163002328 for the year 2022 hereinafter referred to as the **“Owner”**(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the partners for the time being of the said partnership business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said partnership business or such other persons and/or persons who may carry on the business of the said partnership firm and their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**

AND

CITY LIVE CONSTRUCTION (PAN- AAIFC5311N), a Partnership Firm, having it’s registered office at 7/1, Green Park, Netai Nagar, Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099 District South 24 parganas and represented by its partners namely **1) BIBHUTI BHUSAN DAS (PAN- AIDPD4689B & AADHAAR NO.-3293 8835 4908)** Son of Late Bhupendra Nath Das, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at P-10, Block –B, Satabdi Park, Post Office- Mukundapur, Police Station- Purba Jadavpur, Kolkata – 700 099, District South 24 Parganas **2) MOTILAL MONDAL (PAN – AJJPM4088L & AADHAAR NO. -9670 5259 9527)** son of Sri. Lal Mohan Mondal by faith Hindu, by Nationality- Indian, by Occupation- Business, residing at 7/1, Green Park, Netai Nagar, Post Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District South 24 Parganas **3) BIDHAN**

CHANDRA SARKAR (PAN – AYLPS6182N & AADHAAR NO. -9057 0299 9600) Son of Late Nakul Chandra Sarkar, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at B/6/4B, Milan Park, Post Office-Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099, District South 24 Parganas and **4) JAYANTI MONDAL (PAN – AKSPM7195A & AADHAAR NO.-5345 5018 4862)** Wife of Sri. Motilal Mondal, by faith Hindu, by Nationality- Indian, by Occupation- Business, residing at 7/1, Green Park, Netai Nagar, Post Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District South 24 Parganas ,by virtue of a Development Agreement dated 11.04.2022, duly registered in the office of District Sub Registrar-V at Alipore and recorded in Book No.1, Volume No.1630-2022, pages from 101538 to 1 01580 , Being No. 163002325 for the year 2022, herein after referred to as the **“Promoter/ Builder”**(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, heiresses, successors in interest, successors in office executor, legal representatives, administrators and assigns) of the **SECOND PART**.

AND

....., son of / daughter of, Indian Citizen, having PAN.....& AADHAAR No.....and....., wife of, Indian Citizen, having PAN.& AADHAAR No.....both are residing at, P.O. & P.S. -, District -, Pin-, West Bengal, hereinafter collectively referred to as the **“Allottees/Purchasers”** (which expression shall unless repugnant to the context or meaning thereof mean and include his/her/their heirs, representatives, successors-in-interest, executors and/or permitted assigns) of the **THIRD PART**.

The Promoter, the Owners and Allottee shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**

WHEREAS one Nandi Malik , Amulya Malik and Panti Malik all sons of late Fakir Chand Malik were the recorded owners of **ALL THAT** piece and parcel of Bastu land measuring about 16 Decimals, equivalent to 10 Cottacks more or more comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , R.S Dag No.-390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas.

AND WHEREAS while seized and possessed of the aforesaid plot of land, the said Nandi Malik , Amulya Malik and Panti Malik by a Deed of Gift dated 31/07/1985 bequeathed, gifted, transferred ALLTHAT piece and parcel of Bastu Land measuring an area of 16 Decimal, more or less comprised under Mouza-

Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , R.S Dag No.-390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, in Favour of Bhola Malik and Sattyak Mallick @ Sattwick Malik against natural love and affection and the said Deed Of Conveyance was duly registered in the office of District Sub Registrar at Alipore and recorded in Book No.1, Volume No. 177, Being No.10586 for the year 1985.

AND WHEREAS by virtue of the aforesaid Deed of Gift dated 31.07.1985, Bhola Malik and Sattyak Mallick @ Sattwick Malik became the joint owners and jointly seized and possessed of **ALL THAT** piece and parcel of Bastu land measuring about 16 Decimals, equivalent to 10 Cottacks more or more comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , R.S Dag No.-390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas.

AND WHEREAS the said Smt. Haridashi Malik was married with one Sri Biswajit Biswas.

AND WHEREAS as per record the aforesaid **ALL THAT** piece and parcel of Bastu land measuring about 16 Decimals, equivalent to 10 Cottacks more or more comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , R.S Dag No.-390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas. But on physical measurement without road area the said Net land was about **09 Cottacks 00 Chittack 32 SqFt.** more or more.

AND WHEREAS the said Sri Biswajit Malik and Smt. Haridashi Biswas by application of Hindu Succession Act, 1956 as amended up to date, have jointly inherited 50% of the undivided share of land of their father namely late Sattyak Mallick @ Sattwick Malik being **ALL THAT** piece and parcel of 50% share of the undivided bastu land measuring Net area about 04 Cottachs 08 Chittacks 16 sq ft, more or less comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217, R.S Dag No.-390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas.

AND WHEREAS the said Bhola Malik became the owner of remaining 50% of the undivided share of bastu land being **ALL THAT** piece and parcel of 50% of the undivided bastu land measuring Net area about 04 Cottachs 08 Chittacks 16 sq ft, more or less comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , R.S Dag No.-390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas

AND WHEREAS while seized and possessed of the aforesaid Bastu lands the said Sri Bholu Malik have mutated his name in the record of the concerned BL& LRO vide memo no.-18/Mut/2030/BLLRO/kol dated 14th October, 2020 in respect of 50% undivided share of Bastu land measuring about 7.47 decimals equivalent to 04 Cotatchs 08 Chittacks 16 sq ft, more or less (Net area excluding passage) comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , L.R. Khatian No.-782, R.S. & L.R. Dag No.- 390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas and is paying taxes regularly.

AND WHEREAS while seized and possessed of the aforesaid bastu lands the said Sri Biswanath Malik have mutated his name in the record of the concerned BL& LRO vide memo no.-18/Mut/2029/BLLRO/kol dated 14th October, 2020 in respect of 25% undivided share of bastu land measuring about 3.74 decimals equivalent to 02 Cotatchs 04 Chittacks 08 sq ft, more or less (Net area excluding passage) comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , L.R. Khatian No.-784, R.S. & L.R. Dag No.- 390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas and is paying taxes regularly. **(BL&LRO MUTATION)**.

AND WHEREAS the said Biswajit Malik bachelor died intestate on 12th April, 2022 leaving behind him his only married sister Smt. Haridashi Biswas daughter of late Sattyak Malik and wife of Biswanath Biswas as his only legal heir and successor and upon the death of the said Biswajit Malik, the said Smt. Haridashi Biswas inherited the property of the said Biswajit Malik, since deceased.

AND WHEREAS while seized and possessed of the aforesaid bastu lands the said Smt. Haridashi Biswas have mutated her name in the record of the concerned BL& LRO vide memo no.-18/Mut/2031/BLLRO/kol dated 14th October, 2020 in respect of 25% undivided share of bastu land measuring about 3.74 decimals equivalent to 02 Cotatchs 04 Chittacks 08 sq ft, more or less (Net area excluding passage) comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.-217 , L.R. Khatian No.-783, R.S. & L.R. Dag No.- 390, within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099, Police Station- Purba Jadavpur, in the District- of South 24 Parganas. and is paying taxes regularly. **(BL&LRO MUTATION)**.

AND WHEREAS while seized and possessed of the aforesaid undivided land , the Owners herein have mutated their respective names in the record of the Kolkata Municipal Corporation in respect of the

aforesaid premises being **Premises No.-1519, Kalikapur, Assesses No.-31-109-06-7063-7**, Kolkata- 700 099 and are paying taxes. **(KMC MUTATION)**.

AND WHEREAS the owners became the joint owners and jointly seized and possessed of **ALL THAT** piece and parcel of Net Bastu land measuring an area about **09 Cotatchs 00 Chittacks 32 Sq.ft**, (excluding Road) equivalent to **604.979 Sq.Mt.** more or less Together with a R.T. Shed measuring about 1300 sq ft, more or less standing thereon comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S.Khatian No.-217, R.S Dag No.-390, Being **Premises No.-1519, Kalikapur, Assesses No.-31-109-06-7063-7** within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099 Police Station- Purba Jadavpur, in the District of South 24 Parganas and are paying taxes , herein after be referred to as the **“SAID PREMISES**, more fully describe in the **FIRST SCHEDULE**, written hereunder.

AND WHEREAS To develop the said premises, the owners have entered into a Development Agreement dated 11th April,2022 duly registered in the office of the District Sub Registrar-V at Alipur and recorded in Book No.1, C.D Volume No.1630-2022, Pages from 101538 to 101580, Being No. 163002325 for the year 2022 with **M/S. CITY LIVE CONSTRUCTION (PAN- AAIFC5311N)**, a Partnership Firm, having it's registered office at 7/1, Green Park, Netai Nagar, Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099 District South 24 parganas ,followed by a supplementary development agreement dated 2nd August, 2023, duly registered in the office of the District Sub Registrar-V at Alipore and recorded in Book No.1, CD Volume No.1630-2023, pages from 66868 to 66900, Being No.163002322 for the year 2023, and represented by its partners namely 1) **BIBHUTI BHUSAN DAS (PAN- AIDPD4689B & AADHAAR NO.-3293 8835 4908)** Son of Late Bhupendra Nath Das, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at P-10, Block –B, Satabdi Park, Post Office- Mukundapur, Police Station- Purba Jadavpur, Kolkata – 700 099, District South 24 Parganas 2) **MOTILAL MONDAL (PAN – AJJPM4088L & AADHAAR NO. -9670 5259 9527)** son of Sri. Lal Mohan Mondal by faith Hindu, by Nationality- Indian, by Occupation- Business, residing at 7/1, Green Park, Netai Nagar, Post Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District South 24 Parganas 3) **BIDHAN CHANDRA SARKAR (PAN – AYLPS6182N & AADHAAR NO. -9057 0299 9600)** Son of Late Nakul Chandra Sarkar, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, residing at B/6/4B, Milan Park, Post Office-Mukundapur, Police Station – PurbaJadavpur, Kolkata – 700 099, District South 24 Parganas and 4) **JAYANTI MONDAL (PAN – AKSPM7195A & AADHAAR NO.-5345 5018 4862)** Wife of Sri. Motilal Mondal, by faith Hindu, by Nationality- Indian, by Occupation- Business, residing at 7/1, Green Park, Netai Nagar, Post Office- Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District South 24

Parganas ,to develop one G+III storied residential building on the said premises under certain terms and conditions mentioned therein . (**Development Agreement & Supplementary Development Agreement**).

AND WHEREAS The owners herein have also executed one Development Power of Attorney dated 5th April, 2022 duly registered in the office of the District Sub Registrar-V at Alipur and recorded in Book No.-I, C.D Volume No.1630-2022, Pages from 101581 to 101608 ,Being No.-163002328 for the year 2022 followed by a supplementary Development Power of Attorney dated 2nd August, 2023 duly registered in the office of the District Sub Registrar-V at Alipur and recorded in Book No.-I, C.D Volume No.1630-2022, Pages from 67058 to 67078, Being No.163002326 for the year 2023 in favour of the said **M/S. City Live Construction** ,the Builder/ Developer herein delegating certain powers as mentioned in the said agreement and the said Development Power of Attorney (**Development Power of Attorney & Supplementary Development Power of Attorney**).

AND WHEREAS The said developer have obtained building plan/permit duly sanctioned by the Kolkata Municipal Corporation vide sanctioned and /or approved **B. S. Plan No.-2023120516 dated 16.02.2024** issued by the Kolkata Municipal Corporation, Borough-XII, the developer/builder, herein has commenced / started the construction of a straight Three storied residential building containing several self contained flats, car parking spaces, etc. at its own costs, initiation and efforts in the Building named and known as "**LIVE PANSY**" , **Premises No.1519, Kalikapur, Kolkata- 700 099. (SANCTIONED BUILDING PLAAN/PERMIT)**.

REGISTRATION OF PROJECT-

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

AND WHEREAS The Promoter/ Developer have undertaken development of said project by constructing Multi Storied Building/s containing various Apartments, units, commercial spaces, Car parking spaces to be developed in of **ALL THAT** piece and parcel of Net Bastu land measuring an area about **09 Cotatches 00 Chittacks 32 Sq.ft.** (excluding Road) equivalent to **604.979 Sq.Mt.** more or less Together with a R.T. Shed measuring about 1300 sq ft, more or less standing thereon comprised under

Mouza- Kalikapur, J.L.No.- 20, Under R.S.Khatian No.-217, R.S Dag No.-390, Being **Premises No.-1519, Kalikapur, Assesses No.-31-109-06-7063-7** within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099 Police Station- Purba Jadavpur, in the District of South 24 Parganas and are paying taxes , herein after be referred to as the **“SAID PREMISES**, more fully describe in the **FIRST SCHEDULE**, written hereunder.

AND WHEREAS the Owner/ Developer agreed to sell and the purchaser/s agreed to purchase **ALL THAT** a Self contained independent complete **Flat No. -----** measuring a super built up area about ----- Sq.ft. (be the same a little more or less) on the ----- Floor, ----- side, **TOGETHER WITH** One Open/Covered Car Parking Space measuring an area about 135 sq ft . (be the same a little more or less) Bearing No. ----- **ALSO TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto under the project known and named as **“LIVE PANSY” being KMC Premises No.1519, Kalikapur, Kolkata- 700 099** , Police station- Purba jadavpur , District – South 24 Parganas at or for a total consideration of Rs. -----/- (Rupees -----) only, herein after referred to as the **“SAID UNIT”**. (more fully and particularly described in the **SECOND SCHEDULE** written herein below and the said flat is more clearly shown and delineated in a map or plan bordered with **RED** annexed to this indenture.

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

1. The purchasers have verified all papers and documents and have fully satisfied themselves with the title of the said property.
2. The purchaser have satisfied about the materials used, craftsmanship, measurement of the unit and also about the construction of flat as per specification of the building visually / technically and will not raise any objection and or dispute in future unless serious defects occurs.
3. The purchaser will abide by the rules and regulations of the Live Pansy for peaceful and betterment use of the flat for residential purposes only and will not be entitled to use and allow

the said flat to be used for any illegal or immoral purposes or for any other purpose which may cause annoyance or inconveniences to the other adjoining and neighboring flat owners and will not make any addition, alteration to the flat without written permission of the Owner/ Developer and also after getting the written approval and or permission to be obtained from Kolkata Municipal Corporation at their own costs, initiation and effort. Similarly the flat owners shall not keep in parking place anything other than private Motor car /Motor cycle and shall not raise or put up any kutchha or pucca construction, grill wall/enclosure thereon or part thereof and shall keep it always open as before.

3. The Vendor/Developer company herein shall and will at the costs and request of the purchasers do all the acts, deeds things and matters for assuring the said unit more perfectly and effectively as and when the purchaser may be reasonably required the same.
4. The Vendor/Developer company herein shall handover the possession of the said unit simultaneously upon execution and/or registration of this instrument.
5. The purchaser/s shall observe and fulfil all the terms and conditions of the Deed of Conveyance .
7. The stamp duty and registration fees and other incidental charges and expenses shall be borne by the purchasers herein for registration of this indenture.
8. The purchaser/s shall observe, fulfil and perform all the covenants for the common purpose and shall pay and discharge all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.
9. The flat owner/s shall directly apply to the CESC for individual connection in his/her/ their names and shall pay meter processing charges and the security deposit directly to CESC.

10. The flat owners shall directly apply before the Kolkata Municipal Corporation for mutation of the unit in his/her / their names.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of Rs. -----/- (Rupees -----) only paid by the purchaser/s to the Vendor (the receipt whereof the Vendor / Developer company doth hereby and also by the memo of consideration written hereunder admit and acknowledge) and of the payment of the same the Vendor /Developer Company for ever release, discharge and acquit the purchasers **ALL THAT** the said unit, more fully and particularly described in **SECOND SCHEDULE** hereunder and the said flat delineated in the Map or Plan annexed hereto bordered with **RED** color and the Vendor/ Developer Company doth hereby grant, sell, transfer, convey, assign and assure the said unit **TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto in the said building and **ALSO TOGETHER WITH** right of enjoyment with proportionate share in the common areas, easement, facilities, assurances, hereditaments etc., as mentioned in the **THIRD SCHEDULE** hereunder and subject to proportionate share in the common liabilities as mentioned in the **FOURTH SCHEDULE** hereto and subject to all other terms and conditions as mentioned herein and in other schedule(s) unto and to the use of the purchasers **TO HAVE AND TO HOLD** the same absolutely free from all encumbrances attachment and charges lispences, whatsoever and howsoever and all the right, title, interest, whatsoever of the purchaser into or upon the same or any part thereof **TOGETHER WITH** the benefit of full power and authorities to appear before the Kolkata Municipal Corporation for mutating the name of purchasers and to do or act any or all as may be necessary as fully and effectually as the purchasers could do in respect of the said unit hereby demised conveyed or any part portion thereof now are or at any time hereto form or situated, butted and bounded called known, numbered, described, distinguished **ALSO TOGETHERWITH** all sewers, drains, walls, yards, ways, paths, passages, water, water courses and all other rights, liabilities, privileges, easements, profits appendages and appurtenances whatsoever to the said unit or the said building and reversion or reversions remainder or remainders and the rent, issues and profit of and in connection with the said unit and all that estate, right, title, interest, property, claim and demand whatsoever of the company unto or upon

the said unit and all other benefits and rights herein comprised and hereby granted, sold, conveyed, transferred, assign and assure or intended so to be and every part or parts thereof respectively **ALSO TOGETHER WITH** the right, liberties and appurtenances whatsoever in respect of said unit to and the unit of the purchaser free from all encumbrances, trusts, liens and attachments whatsoever **AND ALSO TOGETHER WITH** easements or quasi- easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said unit and other unit by the respective co-owners and / or occupants of the said building **TO HAVE AND TO HOLD** the said unit and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof respectively absolutely and forever **SUBJECT TO** covenants and all subject to the purchasers regularly paying and discharging all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.

FIRST SCHEDULE

(Description of the Property)

ALL THAT piece and parcel of Net Bastu land measuring an area about **09 Cottchs 00 Chittacks 32 Sq.ft**, (excluding Road) equivalent to **604.979 Sq.Mt.** more or less Together with a R.T. Shed measuring about 1300 sq ft, more or less standing thereon comprised under Mouza- Kalikapur, J.L.No.- 20, Under R.S. Khatian No.- 217, L.R. Khatian No.-782, 783 & 784, R.S. & L.R. Dag No.- 390, Being **PREMISES No.- 1519, KALIKAPUR, Assesses No.31-109-06-6073-7** lying and situated within the local limit of the Kolkata Municipal Corporation Ward No.-109, Kolkata- 700 099 Police Station Purba Jadavpur, Additional District Sub Registrar at Sealdah, in the District of South 24 parganas , butted and bounded by-

ON THE NORTH:- House Of Premises No.-17/2, Hederhat and Kalo Malik.

ON THE SOUTH:- House Of Kanai Malik and Tulshi Malik.

ON THE EAST:- 4.300 Mt. Wide K.M.C. Road (Black Top)

ON THE WEST:- House Of Hamta Malik and Binay Malik.

SECOND SCHEDULE

(Description of the Said Unit)

ALL THAT self contained, independent, finished **FLAT No.** ----- on ----- Floor, ---
----- side measuring a super built up area of ----- Sq.ft. (be the same a little
more or less), consisting of ----- Bed Rooms, ----- Living / Dining Room, -----
----- Kitchen, -----Toilets and ----- Balcony, at Block-1 **TOGETHER WITH** One
Open /Covered Car Parking Space, measuring an area about 135 sq ft (be the same a little more
or less) Bearing No. -----, **ALSO TOGETHER WITH** undivided proportionate impartible
and indivisible share of land underneath thereto under the Project known and named as **“LIVE
PANSY” KMC Premises No.1519, Kalikapur, Kolkata 700 099** , Police station- Purba jadavpur ,
District - South 24 Parganas.

THIRD SCHEDULE

(Common rights, facilities and amenities)

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

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

FOURTH SCHEDULE**(Common Expenses)**

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

8. That from the date of taking official possession of the said unit by virtue of the possession certificate issued /given by the Vendor/developer the purchaser/s shall bear and pay the municipal taxes, water taxes, electricity charges proportionately, till separately assessed and installed in his /her/their names.
9. The flat owner will co-operate with other co-owners of the project for betterment, beneficial use and enjoyment of the said unit in the said project.
12. The Developer Company reserves the right to maintain the project till completion of the entire project and the project will be handed over to the Flat Owners Association on completion of the entire project.

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

SIGNED, SEALED AND DELIVERED by the OWNER/VENDOR

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

OWNER/VENDOR

SIGNED, SEALED AND DELIVERED by the DEVELOPER

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

DEVELOPER

SIGNED AND ACCEPTED by the PURCHASER

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

PURCHASER

Drafted by: -

Computer print by :-

MEMO OF CONSIDERATION

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

Date	Ch. No.	Bank & Branch	Amount
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(Rupees -----only)

WITNESSES :-

1)

2)

VENDOR / DEVELOPER