

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made on this ____ day of _____ Two Thousand and Twenty Three **(2023)**.

BETWEEN

1. SRI SUBRATA ROY having PAN ACNPR3683H, having AADHAR No. 226681168549 son of Sri. Debabrota Roy, by Faith - Hindu, by

Nationality – Indian, by Occupation - Business, residing at 80, Sarat Chatterjee Road, Police Station - Lake Town, Post Office – Lake Town, Kolkata - 700089, and **2. SRI RAHUL ROY, having PAN BCYPR8495P, having AADHAR No. 221566864801**, son of Sri. Subrata Roy, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 80, Sarat Chatterjee Road, Police Station - Lake Town, Post office - Lake Town, Kolkata - 700089, hereinafter collectively referred to as the **“OWNERS/LANDOWNERS”** (Which expression shall unless excluded by or repugnant to the context be deemed to mean their heirs, executors, legal representatives, successors, administrators and assigns) of the **FIRST PART.**

AND

M/s. BHOLENATH DEVELOPERS & CONSTRUCTION, a partnership firm, having **PAN AAJFB7194D**, having its registered office at 32, Armenian Street, Kolkata - 700 001, Police Station - Burrabazar, Post Office – Burrabazar, AND also at 17B, Shyambazar Street, Kolkata- 700005, Police Station - Shyampukur, Post Office – Hatkhola, Developer and land merchant duly represented by its Partners **1) SRI UMESH KUMAR KAJARIA** having **PAN AMIPK2934M**, son of Late Mohanlall Kajaria, by Faith - Hindu, by Nationality – Indian, by Occupation - Business and residing at 32, Armenian Street, Police Station - Burrabazar, Post Office – Burrabazar, Kolkata - 700001, and **2) Sri Jayanta Sarkar**, having **PAN BFJPS1003L**, son of Late Phani Bhusan Sarkar, by Faith - Hindu, by Nationality – Indian, by Occupation - Business and residing at 34/E, Raja Naba Krishna Street, Kolkata - 700 005, Police Station – Shyampukur, Post Office – Hatkhola, hereinafter referred to as the **‘BUILDER/DEVELOPER’** (Which expression shall unless excluded by or repugnant to the context be deemed to mean

and include its heirs, executors, legal representatives, successors, successors-in-interest, administrators and assigns) of the **SECOND PART**.

AND

1. having PAN, having AADHAR No. son of, by Faith -, by Nationality – Indian, by Occupation -, residing at,

hereinafter collectively referred to as the **“PURCHASERS”** (Which expression shall unless excluded by or repugnant to the context be deemed to mean their heirs, executors, legal representatives, successors, administrators and assigns) of the **THIRD PART**.

PLOT – A

WHEREAS by a Deed of Conveyance dated 25.09.1996 executed between Smt. Nanda Dulali Paul, Sri. Sudhansu Kumar Paul, Sri. Shyam Baran Paul, as Vendors had sold, transferred the land area measuring about 2 Cottahs, 12 Chittacks, and 20 sq.ft, together with tiles shed one storied brick built building be the same more or less situated at Premises No. 15, J N Sarkar Street, Police Station – Lake Town (formerly Dum Dum), being Holding No. 11/3, J N Sarkar Street, in favour of Sri. Pabitra Saha as Purchaser and same has been registered in the office of Additional registrar of Assurances – II, Kolkata and recorded in Book No. I, Volume No. 112, Pages from 354 to 361, and being No. 4291 for the year 1996.

AND WHEREAS after purchase of the aforesaid land the said Sri. Pabitra Saha became absolute owner in khas possession thereof and mutated his

name on 28.8.08 in the records of South Dum Dum Municipality and paid and taxes as owner in respect of the lands and structure.

AND WHEREAS by a Deed of Conveyance dated 30.01.2009 executed between Sri. Pabitra Saha son of Sri. Prafulla Kumar Saha as Vendor and Sri. Paritosh Kumar Saha son of Sri. Prafulla Kumar Saha as Confirming Party had sold the land measuring about 2 Cottahs, 1 Chittak, 28 sq. ft out of 2 Cottahs, 12 Chittacks, and 20 sq,ft, situated at Holding No. 11/3, J.N. Sarkar Street, being Premises No. 15, J N Sarkar Street, comprised in R.S. and L.R. Dag No 211, Mouza – Dakhindari, J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833 morefully described in the **LOT – A** in the First Schedule thereunder written in favour of Sri. Subrata Roy son of Sri. Debabrata Roy as Purchaser and same has been registered in the office of Additional District Sub Registrar Bidhannagar and recorded in Book No. I, CD/Volume No. 1, Pages from 16203 to 16221, and being No. 00765 for the year 2009.

AND WHEREAS that in the said Deed of Conveyance dated 30.01.2009, being No. 00765 for the year 2009 registered in the office of Additional District Sub Registrar Bidhannagar due to the typographical mistake in the devolution part in page no. 5, in the first paragraph being the year of deed no 4291 of 1997 is wrongfully mentioned and the actual year will be 1996, and also the land area is wrongfully mentioned as '2 Cottahs, 1 Chittacks, and 28 sq,ft', instead of that the land area will be 2 Cottahs, 12 Chittacks, and 20 sq,ft' be the same more or less situated at Premises No. 15, J. N. Sarkar Street, Police Station – Lake Town (formerly Dum Dum), and same shall be read and followed.

AND WHEREAS the said Sri Subrata Roy son of Sri. Debabrata Roy became the absolute owner of the land measuring about 2 Cottahs, 1 Chittak, 28 sq.

and has duly mutated his name in the records of the South Dum Dum Municipality and also in the B.L.R.O. office situated in Barackpore under L.R. Khatian No 754, R.S. and L.R. Dag No 211, Mouza – Dakhindari, J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833 and are regularly paying all the Taxes and Khajana.

AND WHEREAS that the said Sri. Subrata Roy son of Dri. Debabrata Roy is the absolute owner of the land measuring about 2 Cottahs, 1 Chittak, 28 sq. ft be the same a little more or less lying and situated at Holding No. 11/3, J.N. Sarkar Street, Sub Division 6, R.S. and L.R. Dag No. 211, under L.R. Khatian No. 754 of Mouza - Dakshindari J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833, part of Premises No. 15, J. N. Sarkar Street, Kolkata – 700048, under Ward No. 32, Police Station – Lake Town (formerly Dum Dum), which is morefully described in the First Schedule of **LOT – A** thereunder written.

LOT B

WHEREAS that by a Registered Deed of Conveyance dated 29.09.1996 executed between Smt. Nanda Dulali Paul, Sri. Sudhangshu Kumar Paul, Sri. Shyam Baran Paul as Vendors therein had sold the land measuring 4 Cottahs, 2 Chittacks, 13 sq,ft, in the Premises No. 15, J. N. Sarkar Street, Police Station – Lake Town (Old Dum Dum), R.S. Khatian No. 494, Mouza – Dakhindari, in favour of Paritosh Saha as Purchaser therein and same has been registered in the office of Additional Registrar of Assurances – II, Kolkata and recorded in Book No. I, Volume No. 15, Pages from 329 to 336, and being No. 879 for the year 1997.

AND WHEREAS that by a Deed of Conveyance dated 05.11.2007 executed between Paritosh Saha as Vendor therein had sold the land measuring **2 Cottahs, 4 Chittacks, 19 sq,ft**, out of 4 Cottahs, 2 Chittacks, 13 sq,ft in the Premises No. 15, J. N. Sarkar Street, Police Station – Lake Town (Old

Dum Dum), R.S. Khatian No. 494, Mouza – Dakhindari in favour of Ram Niwas Rathi as Purchaser therein and same has been registered in the office of Additional District Sub Registrar Bidhannagar and recorded in Book No. I, CD/Volume No. 6, Pages from 11536 to 11549, and being No. 06348 for the year 2008.

AND WHEREAS that by a Deed of Conveyance dated 24.07.2009 executed between Ram Niwas Rathi as Vendor therein had sold the land measuring **2 Cottahs, 4 Chittacks, 19 sq.ft**, in the Premises No. 15, J. N. Sarkar Street, Police Station – Lake Town (Old Dum Dum), R.S. Khatian No. 494, Mouza – Dakhindari in favour of Sekh Mohammad Ismail as Purchaser therein and same has been registered in the office of Additional Registrar of Assurances – II, Kolkata and recorded in Book No. I, CD/Volume No. 16, Pages from 7008 to 7022, and being No. 07678 for the year 2009.

AND WHEREAS by virtue of Deed of Sale dated 24-06-2011 executed between the said Sekh Mohammad Ismail as Vendor therein sold, transferred, conveyed, assigned and assured ALL THAT land measuring **2 Cottah 4 Chittacks 19 square feet** be the same little more or less together with 200 sq. ft. tile shed structure standing thereon comprised in Mouza - Dakshindari, J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833, appertaining to R.S. Khatian No. 494, under R.S. Dag Nos. 210 and 211, being Holding No. 11/2, J. N. Sarkar Street, part of Premises No. 15 J. N. Sarkar Street, under Police Station - Lake Town, Kolkata- 700 048, Ward No. 32, with in the local limits of South Dum Dum Municipality, District North 24 Parganas unto and in favour of Smt. Rita Dutta as Purchaser therein and the said Deed was duly registered in the office of Additional District Sub Registrar - Bidhannagar and recorded in Book No. I, CD Volume No. 14, Pages 3213 to 3224, and being No. 07125 for the year 2011.

WHEREAS after purchased the said property Smt. Rita Dutta mutated her name in records of South Dum Dum Municipality and paid taxes thereon.

WHEREAS by a Registered Bengali Deed of Sale dated 28.11.2013 executed between Smt. Rita Dutta wife of Sri. Nimai Dutta as Vendor therein had sold, transferred, conveyed, assigned and assured ALL THAT land measuring **2 Cottah 4 Chittacks 19 square feet** be the same little more or less together with 200 sq. ft. tile shed structure standing thereon comprised in Mouza - Dakshindari, J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833, appertaining to R.S. Khatian No. 494, under R.S. Dag Nos. 210 and 211, being Holding No. 11/2, J. N. Sarkar Street, part of Premises No. 15 J. N. Sarkar Street, under Police Station - Lake Town, Kolkata - 700 048, Ward No. 32, with in the local limits of South Dum Dum Municipality, District North 24 Parganas unto and in favour of **Sri. Rahul Roy** son of Sri. Subrata Roy as Purchaser therein and same has been registered in the office of Additional District Sub Registrar Bidhannagar and recorded in Book No. I, CD/Volume No. 10, Pages from 3745 to 3756, and being No. 03401 for the year 2013.

AND WHEREAS that the said Rahul Roy son of Sri. Subrata Roy became the absolute owner of said land measuring about **2 Cottahs, 4 Chittaks, 19 sq. ft** and has duly mutated his name in the records of the South Dum Dum Municipality and also in the B.L.R.O. office situated in Barackpore under L.R. Khatian No. 753, R.S. and L.R. Dag No. 210, 211 of Mouza - Dakshindari J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833 and are regularly paying all the taxes and Khajna.

AND WHEREAS that the said Rahul Roy son of Sri. Subrata Roy is the absolute owner of said land measuring about **2 Cottahs, 4 Chittaks, 19**

sq. ft, under L.R. Khatian No. 753, R.S. and L.R. Dag No. 210, 211, Mouza Dakhindari J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833, be the same a little more or less lying and situated at Holding No. 11/2, J.N. Sarkar Street, Kolkata – 700048, Police Station – Lake Town, District North 24 Parganas, which is morefully described in the First Schedule of **LOT – B** thereunder written.

AND WHEREAS that the said Sri Subrata Roy and Sri Rahul Roy had decided to amalgamate the said property which is mentioned as above in Lot A and Lot B, and the amalgamated property is mentioned in LOT – C of the amalgamation deed thereunder written and the total land is mentioned in the first Schedule hereunder written and the said Amalgamation Deed dated 12.04.2021 has been registered in the office of Additional Registrar of Assurances – III, Kolkata and recorded in Book No. I, Volume No. 1903-2021, Pages from 166512 to 166538, and being No. 190304061 for the year 2021.

AND WHERAS the said amalgamation has been duly notified/mutated in the South Dum Dum Municipality and has duly paid all the taxes thereupon.

AND WHEREAS the owners Rahul Roy and Subrata Roy become joint owners of the said land measuring about **4 Cottahs, 6 Chittak, 2 sq. ft** be the same a little more or less lying and situate at part of 15 J N Sarkar Street, Kolkata – 700048, being Holding No. 11/2, J N Sarkar Street, Kolkata – 7010048, under Ward No. 32, Police Station - Lake Town, A.D.S.R Bidhannagar Salt Lake, Division II, Sub Division 6 part of R.S. and L.R. Dag No. 210, 211 under L.R. Khatian No. 753 & 754, Mouza - Dakshindari J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833, under within the limits of South Dum Dum Municipality

AND WHEREAS that the said landowners jointly became the absolute owners of the said land as mentioned in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the said owners are willing to develop the said land which is morefully described in the **FIRST SCHEDULE** hereunder written with the said Developer.

AND WHEREAS The primary object of the Developer is to carry on the business of construction and development of real estate and it has requisite infrastructure and expert man power in this area. The Landowners came to know the background of the Developer. And approached the Developer and made the representations given below and requested the Developer to take up the development work of the said premises.

AND WHEREAS the Owners with the intention to develop the said land measuring about 4 Cottahs, 6 Chittak, 2 sq. ft be the same a little more or less lying and situate at part of 15 J N Sarkar Street, Kolkata – 700048, being Holding No. 11/2, J N Sarkar Street, Kolkata – 7010048, under within the limits of South Dum Dum Municipality, under Ward No. 32, Police Station - Lake Town, A.D.S.R Bidhannagar Salt Lake, Division II, Sub Division 6 part of R.S. and L.R. Dag No. 210, 211 under L.R. Khatian No. 753 & 754, Mouza - Dakshindari J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833, and referred to as the said land which is morefully and particularly mentioned in the **FIRST SCHEDULE** hereunder written, known as **"SHANTI TOWER RESIDENCY"** in accordance with the Plan to be sanctioned by the South Dum Dum Municipality have agreed to appoint the Developer party of the

Second Part herein to construct the said floor in the building in accordance with the Plan to be sanctioned by the South Dum Dum Municipality.

AND WHEREAS said Sri Subrata Roy and Sri Rahul Roy jointly entered into a Development Agreement on 07-08-2021 with M/s. Bholenath Developers & Construction, a Partnership Firm, represented by its Partners namely Sri Umesh Kumar Kajaria and Sri Jayanta Sarkar for the purpose of commercial exploitation of the said property and to construct a multi storied building on the land at the cost and expenses of the said Developer as per the sanctioned building plan duly sanctioned by south Dum Dum Municipality and to sell the flats to the intending purchaser/s and the said Development Agreement was duly registered in the office of A.R.A.-III, Kolkata and recorded in Book No. I Volume No. 1903-2021, Pages from 293351 to 293417 being No. 190306562 for the year 2021.

AND WHEREAS said Sri Subrata Roy and Sri Rahul Roy jointly granted a Development Power of Attorney on 07-08-2021 in favour of Sri Umesh Kumar Kajaria and Sri Jayanta Sarkar for doing various acts and things interalia to sell and transfer the schedule mentioned property and the said Power of Attorney was duly registered in the office of A.R.A.-III, Kolkata and recorded in Book No. I Volume No. 1903-2021, Pages from 294072 to 294105 being No. 190306572 for the year 2021.

AND WHEREAS the Building Construction Plan being no. 158 of 2021-2022 dated 01/10/2021 for G+4 storied and Plan being no. 440 of 2021-2022 dated 14/11/2022 for G+5 storied consists of flats for residential/commercial and/or shop/commercial purposes and provisions for parking cars within the premises and the specification of the Building are described in the **SECOND SCHEDULE** hereunder written;

AND WHEREAS that the said purchaser had approached the said LANDOWNERS/VENDORS/DEVELOPER to purchase said Flat as mentioned in the Second Schedule hereunder written of the _____ allocation share.

AND WHEREAS that the said Vendors/Owners and Developer/Confirming Party had executed an Agreement For Sale dated _____ to sell the said Flat as morefully described in the **Second Schedule** hereunder written in favour of the said Purchaser/s herein.

AND WHEREAS the said Purchaser/s agreed to purchase and the LANDOWNERS/VENDORS/DEVELOPER with the consent and concurrence of the Vendors/Owners has agreed to sell **ALL THAT Flat being No. _____**, on the _____ **Floor** admeasuring an area of _____ **sq ft super built up area** be the same a little more or less at the said premises as morefully and particularly described in the **SECOND SCHEDULE** hereunder written (hereinafter referred to as the ("**Said Flat**") together with undivided proportionate share in the common areas and installations of the building and together with undivided proportionate impartible variable share in the land underneath the building comprised in the said premises attributable to the "Said Flat " (hereinafter referred to as the "Said Flat") and the properties appurtenant thereto) has approached the LANDOWNERS/VENDORS/DEVELOPER to purchase the same and the LANDOWNERS/VENDORS/DEVELOPER has agreed to sell the same to the Purchaser for a consideration of **Rs. _____/- (Rupees _____ only)** free from all encumbrances but

subject to the stipulations covenants terms and conditions as stated hereunder.

NOW THIS INDENTURE WITNESSETH as follows:-

That in pursuance of the said indenture and in consideration of sum of the said sum of **Rs. _____/- (Rupees _____)** only (the receipt whereof the said **LANDOWNERS/VENDORS/DEVELOPER** Party do hereby acknowledge) and the said **LANDOWNERS/VENDORS/DEVELOPER** do hereby grants, transfer, assign, convey and hand over **ALL THAT Flat being No. _____, on the Second Floor** admeasuring an area of _____ **sq ft** super built up area situated at Premises No. 8, Ashutosh Dey Lane, Kolkata - 700006, Police Station – Girish park previously Jorsanko, under Ward No. 26, within the limits of Kolkata Municipal Corporation, morefully described in the **SECOND SCHEDULE** hereunder marked in red ink plan annexed hereto to use of the purchaser free from all encumbrances, written and along with all rights, privileges, easements, messuages, facilities as described in the **THIRD SCHEDULE** as written hereunder together with rights and facilities as aforesaid unto and to the use and benefit to the said Purchaser absolutely free from all encumbrances whatsoever to the said piece and parcel of hereditament belonging to or in anywise appertaining or usually sold or enjoyed therewith or belonging to or to be appurtenant thereto and all easements thereon and there version remainder and remainders and yearly monthly and other rents, issues and profits thereof and together with the documents of total exclusively related to the said land hereditaments and all the estate right title and interest claims and demand whatsoever of the **LANDOWNERS/VENDORS/DEVELOPER** unto and upon the said land hereditaments and premises or any part thereof and together with the rights of the said Purchaser their successor or successors

in interest to pass the re-pass with or without all rights and benefit or covenant for the production of the title deeds as contained in the aforesaid conveyance TO HAVE AND TO HOLD the said land hereditaments and premises hereby granted, transferred and conveyed assigned and assured or expressed or intended so to be unto and to the use of the said Purchaser that notwithstanding any act deed matter or thing by the said **LANDOWNERS/VENDORS/DEVELOPER** or its predecessors in title done and executed or knowingly suffered to the contrary the said **LANDOWNERS/VENDORS/DEVELOPER** now oath in themselves indefeasible and absolute title and for an estate or inheritance in free simple in possession or an estate equivalent thereto the said land hereditaments and premises hereby granted, transferred or conveyed assigned and assured expressed or intended so and that the said **LANDOWNERS/VENDORS/DEVELOPER** doth good right full power and absolute authority to grant, transfer, assign and assure the same in the manner aforesaid unto the Purchaser shall and may at all times hereafter peaceably and quietly enter upon and enjoy and possess the said land hereditaments and premises and receive the rents, issues and profits thereof without any lawful eviction, interruption claim or demand whatsoever from or by the said **LANDOWNERS/VENDORS/DEVELOPER** and their copies or extracts from the said deeds and writings or any of them as they may require and will in the meantime unless prevent as aforesaid keep the said deeds and writings or any of them as they may require and will in the meantime unless prevent as aforesaid keep the said deeds and writings or any of them unobliterated, defaced and uncancelled and the said **LANDOWNERS/VENDORS/DEVELOPER** has delivered vacant khas possession of the said Flat to the said Purchaser on receipt of the consideration money and execution of these presents.

**THE LANDOWNERS/VENDORS/DEVELOPER DO HEREBY COVENANT
WITH THE PURCHASER As follows:-**

- a. The interest which the LANDOWNERS/VENDORS/DEVELOPER do hereby profess to transfer subsists and that the LANDOWNERS/VENDORS/DEVELOPER has full right, power and absolute authority to grant, convey, transfer, assign and assure the said Flat unto the purchaser and proportionate share of the said land and the properties appurtenant thereto in the manner aforesaid.
- b. It shall be lawful for the purchaser from time to time and at all times hereinafter to enter into and upon hold and enjoy the said Flat as LANDOWNERS/VENDORS/DEVELOPER thereof and the properties appurtenant thereto and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the LANDOWNERS/VENDORS/DEVELOPER or any person/persons claiming through under or entrust from the LANDOWNERS/VENDORS/DEVELOPER and the said Flat free from all encumbrances, trusts, liens and attachments.
- c. The LANDOWNERS/VENDORS/DEVELOPER shall from time to time and at all times hereinafter upon every reasonably request and at the cost of the purchaser shall make, do acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further betterment or more perfectly assuring the said Flat and the properties appurtenant thereto unto the purchaser in the manner aforesaid.
- d. That the LANDOWNERS/VENDORS/DEVELOPER have the exclusive rights of the roof on the said building as mentioned in the "Schedule

hereunder” and the LANDOWNERS/VENDORS/DEVELOPER can further construct an extra floor on the roof of the said building and the Purchaser/Owner will co-operate in all manner and will not create any nuisance, inconvenience & will not take any legal recourse to obstruct the constriction on the roof and will not claim any demand/claim rights on the roof of the extra floor and LANDOWNERS/VENDORS/DEVELOPER will take necessary measures to upkeep the structure of the building in the good condition and LANDOWNERS/VENDORS/DEVELOPER have all the rights to sell, transfer, assign, lease the extra floor units to the intended buyer/s without consent of the Purchaser/Land Owner and Purchaser/Land Owner will co-operate with Developer. It is however made clear that the ultimate roof of the building will and shall remain common to all the flat owners.

- d. The Purchaser shall not be entitled to use any parking or other space in the compound of the building for parking his vehicle except any parking space.

THE PURCHASER DOTH HEREBY COVENANT AMD AGREE WITH THE LANDOWNERS/VENDORS/DEVELOPER As follows:-

- a. The Purchaser shall have limited and conditional right of user over the common areas and facilities available in said building and shall have proportionate undivided right over the common areas and facilities of the said building.
- b. The Purchaser shall not do or cause to be done any act or thing nor shall omit to do any act, deed or thing whereby the rights of the LANDOWNERS/VENDORS/DEVELOPER with regard to the land and

construction of the said building on the said land is prejudiced and affected in any manner whatsoever.

- c. That the Purchaser shall always pay the proportionate common expenses.
- d. That the Purchaser shall all time hereafter pay all municipal taxes and other impositions and out-goings in respect of the said Flat from the date hereof.
- e. That the LANDOWNERS/VENDORS/DEVELOPER doth hereby accorded their consent to the Purchaser for mutation separation and/or apportionment of the said Flat in the Kolkata Municipal records and/or other statutory body and/or authority.

**THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PREMISES)**

ALL THAT piece and parcel of land measuring about 4 Cottahs, 6 Chittak, 2 sq. ft be the same a little more or less lying and situate at part of 15 J N Sarkar Street, Kolkata – 700048, being Holding No. 11/2, J N Sarkar Street, Kolkata – 700048, under within the limits of South Dum Dum Municipality, under Ward No. 32, Police Station - Lake Town, A.D.S.R Bidhannagar Salt Lake, Division II, Sub Division 6 part of R.S. and L.R. Dag No. 210, 211 under L.R. Khatian No. 753 & 754, Mouza - Dakshindari J.L. No. 25, R.S. No. 6, Touzi No. 1298/2833, District North 24 Parganas which is butted and bounded as follows :-

ON THE NORTH : By 26' J.N.Sarkar Street
ON THE SOUTH : By part of premises no 15 J.N Sarkar St. & Land of Subrata Roy
ON THE EAST : By J.N.Sarkar Street & Micheal Sporting Club
ON THE WEST : By land & Shed of Subrata Roy

**THE SECOND SCHEDULE ABOVE REFERRED TO
(THE SAID FLAT)**

ALL THAT the Flat/Unit No, Floor on the said building being now in course of construction on the said premises (more fully and particularly described in the **FIRST SCHEDULE** hereinabove written) **TOGETHER WITH** the undivided share in common parts, portions, areas, facilities and amenities admeasuring an area of **sq.ft** Super Built area **TOGETHER WITH** the undivided proportionate impartible share in the land which will be allocable to that Building/Towers out of the total area of land comprising in the entire Residential Area/said premises and delineated in the plan annexed hereto duly bordered thereon in "**RED**". out of the total area of land comprising in the entire Residential Area/said premises

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of Common Areas)

The common areas and facilities mentioned herein are as follows:-

1. Staircase.
2. Lobbies on the Ground floor and each floor.
3. Electrical Wiring, Installation or Meters, Fittings and fixture for lighting the Staircase lobby.
4. Lifts, lift machinery and lift pits.
5. Overhead water tank un the building in which the flat is convey to the Purchaser and from which water is supplied to the Purchaser of the Flat with its delivery pipe connected with the said Flat.
6. Underground water reservoir from which water is supplied to the overhead water tank and from which water is delivered in the Flat.
7. Entrance to the said Building from the common passage
8. Installations comprised and fitted for common use in the said Building.

9. Passage and internal paths.
10. Drains and Sewers from the Buildings to the Corporation drains.
11. Boundary walls and Main Gates to the said building.
12. The ultimate roof top/terrace.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Description of Common Expenses)

The common expenses to be contributed by each co-owner and occupiers of the building:-

1. All costs and expenses for maintaining, repairing, redecorating and doing all acts, deeds and things which are necessary for maintaining and beautifying building in which the Flat is situated. The Expenses for maintaining the gutters and water pipes, drain and electric wires for the building in which the flat is situated and used and enjoyed by the Purchaser in common with the flat is situated and in common with the other occupiers of the said building and all expenses for maintaining the said building, main entrance, landing, staircase of the building in which the Flat is situated and boundary walls to said building and the costs of cleaning and lighting the building in which the Flat is situated and keeping the said, back and front space of the building in which the Purchaser is residing.
2. Municipal and other taxes and other outgoing and impositions.
3. Insurance of complex against earthquake, fire etc.

4. The expenses for day to day maintenance of the building and such expenses to be incurred by Association or Holding Organisation and will be borne by the Flat holders.
5. Creation of funds for replacement, renovation, and/or other periodic expenses.

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

SIGNED SEALED AND DELIVERED

By the **VENDORS/LANDOWNERS** at Kolkata

In the presence of:

1.

**SIGNATURE OF
VENDORS/LANDOWNERS**

2.

SIGNED SEALED AND DELIVERED

By the **PURCHASER** at Kolkata

In the presence of:

1.

**SIGNATURE OF
PURCHASER**

2.

SIGNED SEALED AND DELIVERED

By the **DEVELOPER** at Kolkata

In the presence of:

1.

**SIGNATURE OF
DEVELOPER**

2.

Drafted by me:

Advocate
High Court Calcutta

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the sum of **Rs.**
 _____/- **(Rupees**
 _____)

only being the money payable under these presents as per memo below:

Sl No	Particulars	Amount
1.	Being the amount paid by Cheque No. _____ of dated _____, only in favour of _____ payable at Kolkata.	Rs
2.	Being the amount paid by Cheque No. _____ of dated _____, only in favour of _____ payable at Kolkata.	Rs
3.	Being the amount paid by Cheque No. _____ of dated _____, only in favour of _____ payable at Kolkata.	Rs
4.	Being the amount paid by Cheque No. _____ of dated _____, only in favour of _____ payable at Kolkata.	Rs
	TOTAL	Rs

(Rupees _____) only

Witness:

1.

2.

**SIGNATURE OF THE
 VENDORS/LANDOWNERS/DEVELO
 PER**