

DEED OF CONVEYANCE

THIS INDENTURE is made on this ____ day of 2024 (Two Thousand and Twenty Four).

BY AND BETWEEN

P.T.O



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PARTIES OF THE DEED-

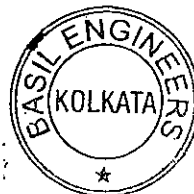
1. **SMT. SANTA CHATTERJEE alias SANTA CHATTOPADHYAY**, (having I.T. PAN -AIOPC2305C and AADHAAR NO. 9649 5498 3942), wife of Sri Deepak Kumar Chatterji, by religion Hindu, by occupation- Housewife, by nationality- Indian, residing at 16A, Kabi Bharati Sarani, Police Station- Tollygunge, Kolkata- 700029, District-24 Parganas (South), hereinafter called and referred to as **CO-OWNER NO.**

1 and

2. **SRI. NIRENDRANATH MUKHOPADHYAY alias NIREN MUKHERJEE**, (PAN-DBMPM9301L) son of Late Manindra Nath Mukhopadhyay, by religion- Hindu, by occupation- Retired, an **Overseas Citizen of India (OCI No. A2337843)** having German Passport No. **C9J6LM5FN** a resident of **16A, Kabi Bharati Sarani, Police Station- Tollygunge, Kolkata- 700029, District- 24 Parganas (South)** and presently residing at **Dornachrr Str. 34, 72124 Pliezhausen, Germany** hereinafter called and referred to as **CO-OWNER NO. 2** and being represented by his lawful constituted Attorney **SALMA SULTANA** (Voter ID Card No. **UAA1485366**), (PAN-**GLHPS6155L**), (AADHAAR **6650 7162 2335**), daughter of Sekh Abul Basar Sarkar alias Sk Abul Basar Sarkar of **43C, Bibhuti Bhushan Bandopadhyay Sarani, P.S.- Karaya, Pin Code- 700019, West Bengal, India** by virtue of a **Special Power of Attorney** executed on **28.09.2021** at **Pliezhausen, Germany** and

3. **SMT. SANDHYA BANERJEE** (having I.T. PAN- AEAPB1030M and AADHAAR NO. 8345 7175 9728), wife of Shri Goutam Banerjee, by religion Hindu, by occupation-Housewife, by Nationality- Indian, resident of 18/1B, Purna Chandra Mitra Lane, Police Station- Charu Market, Kolkata- 700033 hereinafter called and referred to as **CO-OWNER NO. 3** and

4(a). **SRI. ABHIJIT BHATTACHARJEE**, (having I.T. PAN- AEHPB1591C and AADHAAR NO. 8901 1930 0385), son of Late Biswanath Bhattacharjee, by religion- Hindu, by occupation-Service, by nationality-Indian, resident of **40, Bank Colony, 1st**



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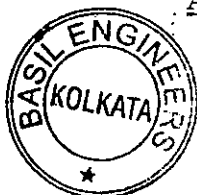
Floor, Dhakuria, Police Station- Lake, Kolkata- 700031, District- 24 Parganas (South) and

4(b). SMT. ANINDITA BANERJEE, (having I.T. PAN-AFXPB6925R and AADHAAR NO. 3766 3750 9482), wife of Sri Kushal Banerjee, daughter of Late Biswanath Bhattacharjee, by religion- Hindu, by occupation-Housewife, by nationality- Indian, resident of 5, Ramani Chatterjee Road, Police Station-Gariahat, Kolkata- 700029, District-24 Parganas (South) and 4(a) and 4(b) jointly hereinafter called and referred to as CO-OWNER NO. 4 and

Co-owner No. 1, Co-owner No. 2, Co-owner No. 3 and Co-owner No. 4 hereinafter collectively and severally called and referred to as the "LAND OWNERS/ OWNERS" (which terms or expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their respective legal heirs, successors, successors in interest, executors, administrators, nominees, legal representatives and/or assigns) of the "FIRST PART".

Co-owners no. 3 and 4 (i.e. 4a and 4b) are being represented by their nominated constituted attorney M/S. BASIL ENGINEERS, a proprietorship concern having its registered office at 43C, Bibhuti Bhusan Bandopadhyay Sarani, Police Station- Karaya, Kolkata- 700019, District- 24 Parganas (South), represented by its proprietor namely ABUL BASAR SARKAR alias SEKH ABUL BASAR SARKAR (PAN-ALFPS9932B), (AADHAAR NO. 3841 2575 9002), son of Late Ahmed Sarif Sarkar, by faith- Islam, by occupation- Business, by nationality- Indian, residing at 43C, Bibhuti Bhusan Bandopadhyay Sarani, Police Station- Karaya, Kolkata- 700019, District- 24 Parganas (South), vide registered Development Power of Attorney dated on 24.02.2023 registered in the Office of the District Sub- Registrar-III, Alipore South 24 Parganas and recorded in Book No. I, Volume No- 1603-2023, Pages from 103372 to 103398, Being No. 160302876 for the Year 2023.

AND



M/S. BASIL ENGINEERS, a proprietorship concern having its registered office at 43C, Bibhuti Bhusan Bandopadhyay Sarani, Police Station- Karaya, Kolkata- 700019, District- 24 Parganas (South), represented by its proprietor namely ABUL BASAR SARKAR alias SEKH ABUL BASAR SARKAR (PAN-ALFPS9932B), (AADHAAR NO. 3841 2575 9002) son of Late Ahmed Sarif Sarkar, by faith- Islam, by occupation- Business, by nationality- Indian, residing at 43C, Bibhuti Bhusan Bandopadhyay Sarani, Police Station- Karaya, Kolkata- 700019, District- 24 Parganas (South), hereinafter called and referred to as the "DEVELOPER/ CONFIRMING PARTY" (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrators, legal representatives, successor in office and assignees) of the "SECOND PART".

AND

1. _____ (PAN- _____), (AADHAAR NO. _____), _____ by faith- Hindu, by nationality- Indian, by occupation- _____, residing at _____, P.O. _____ P.S....., _____ - _____, is hereinafter jointly called and referred to as the "PURCHASERS" (which terms or expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their respective legal heirs, successors, successors in interest, executors, administrators, legal representatives and/or assigns) of the THIRD PART.

SUBJECT PROPERTY TO BE SOLD HEREIN-

SAID FLAT- ALL THAT a self-contained residential Flat, being no. _____ measuring an area about _____ sq.ft, Carpet area, more or less, on the _____ Floor, _____ (_____) side, of the said G+4 storied building constructed lying and situated at Premises No. 16A, Kavi Bharati Sarani, P. S.- Tollygunge, Kolkata- 700029, Ward No- 87, having Assessee No. 110871300290,



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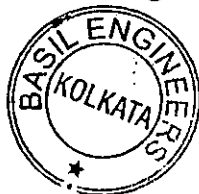
Police Station- Tollygunge, within the limits of the Kolkata Municipal Corporation, Ward No. 87.

DEVOLUTION OF TITLE UPON RESPECTIVE CO-OWNERS/ LAND OWNERS/ OWNERS

WHEREAS, one Sikhar Basini Debi, since deceased, wife of Late Keshab Chandra Bandyopadhyay, was the owner of the land measuring about 4 Cottahs 12 Chittaks together with two storied building erected thereon under the **Scheme 15B** of **Calcutta Improvement Trust** being **Plot No. 99**, under **Dihi Panchannagram, 6 Division, R Sub division**, under **Holding No. 70**, which subsequently became within the limits of the **Kolkata Municipal Corporation**, under **Ward No. 87**, being previously known and numbered as **Municipal Premises No. 16 Lake Road, Police Station- Tollygunge, Kolkata- 700029**.

AND WHEREAS, said Sikhar Basini Devi while enjoying and possessing the aforementioned premises as absolute owner thereof died testate on **18.12.1966** leaving a **WILL** bequeathing her aforesaid property in the manner as spelt out therein and the said **WILL** was duly registered at the office of **Sub- Registrar, Alipore** and recorded therein in **Book No. III, Volume No. 9, Pages 87 to 93, Being No. 137, for the Year 1966**.

AND WHEREAS, by virtue of the said **WILL**, said Sikhar Basini Devi bequeathed the land into two parts, one part of land, on the northern portion, measuring about 2 Cottahs 4 Chittaks 0 sq.ft. together with the half share of two storied building on the Northern portion of Premises No. 16, Lake Road, Police Station- Tollygunge, Kolkata- 700029 in favour of Meghmala Devi. Similarly by virtue of the said **WILL**, said Sikhar Basini Devi bequeathed the Second Part of land, at Southern portion, measuring about 2 Cottahs 5 Chittacks 0 sq.ft. together with the half share of two storied building on the southern portion of Premises No. 16, Lake Road, Police Station- Tollygunge, Kolkata- 700029 in favour of Santi Rani Devi. In the said **WILL** a common passage was provided leading from South to North measuring about 3



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Chittacks 44 sq.ft. at the Western side of Premises No. 16, Lake Road, Police Station-Tollygunge, Kolkata- 700029 for exercising easement right by aforesaid beneficiaries of the said **WILL** and they had common right over the said passage.

AND WHEREAS, subsequently after the demise of Said Sikhar Basini Devi, the Learned District Delegate, at Alipore granted the **probate** of the said **WILL** dated **18.12.1966** in respect of her estate in connection with **Act 39 Case no 54 of 1977**. After Grant of the Probate of the said **WILL**, Meghmala Devi and Santi Rani Devi became the owners of the respective portions of the property at Premises No. 16 Lake Road, Police Station- Tollygunge, Kolkata- 700029 by operation of the said **WILL**.

AND WHEREAS, said Meghmala Devi, since deceased, during her life time executed a **WILL** on **09.03.1993**, whereby she bequeathed her aforesaid property in favour of her youngest daughter **Santa Chattopadhyay (Co-Owner No. 1)** and youngest son **Nirendra Nath Mukhopadhyay (Co-Owner No. 2)** and she bequeathed her other property to her other son and daughter. In the said will said Meghmala Devi appointed her husband namely **Manindra Nath Mukhopadhyay** and her son in law namely **Deepak Kumar Chatterji** as **Executors** of the said **WILL**.

AND WHEREAS, after the demise of said Meghmala Devi, her son in law namely **Deepak Kumar Chatterji** as one of the executors of the said **WILL** dated **09.03.1993** obtained the **probate** of the same in connection with **original Suit no 3 of 2004**, passed by the **Ld. 7th Court of Additional District Judge**, at Alipore. Therefore, by operation of the said **WILL**, **Santa Chattopadhyay (Co-Owner No.1)** and **Nirendra Nath Mukhopadhyay**, became the joint owners of the land measuring about 2 cottahs 4 chittacks 0 sq.ft. Covering Northern portion of the two storied building with a easement right to use and enjoy the common passage measuring about 3 chittacks 44 sq.ft. and the said northern portion of the property had been known and numbered as **Premises No. 16A, Lake Road, Police Station- Tollygunge, Kolkata- 700029**, by **Kolkata Municipal Corporation**, which is also more fully described in the **FIRST SCHEDULE** hereunder written.



AND WHEREAS, said Santi Rani Devi while enjoying and possessing the said land measuring about 2 Cottahs 5 Chittacks 0 sq.ft. Covering the southern portion of the two storied building as absolute owner thereof, with all easement right to use and enjoy the common passage measuring about 3 Chittacks 44 sq.ft. mutated her name with the record of then Calcutta Municipal corporation and the same was known and numbered as municipal Premises No. 16B Lake Road, Police Station- Tollygunge, Kolkata- 700029.

AND WHEREAS, subsequently said Santi Rani Devi sold and transferred the land measuring about 2 Cottahs 5 Chittacks 0 sq.ft. covering the southern portion of the two storied building with all easement right to use and enjoy the common passage being previously known as Premises No. 16B Lake Road, Police Station Tollygunge, Kolkata- 700029 to Smt Sandhya Banerjee, CO-OWNER NO. 3, for the consideration as mentioned therein by a Deed of Conveyance dated 12.03.1992 which was duly registered at the office of Additional District Sub Registrar, Alipore, South 24 Parganas and recorded in Book no I , Volume no 20, Pages from 69 to 82, Being No. 804 for the Year 1992.

AND WHEREAS, after becoming the owner of the aforesaid property, said Sandhya Banerjee, CO-OWNER NO. 3 constructed a floor on the roof of the building as per sanction of Kolkata Municipal Corporation at the then Premises No. 16B, Lake Road, Police Station- Tollygunge, Kolkata- 700029 out of her own financial resources and sold, transferred the ground floor of the said premises with two asbestos shed rooms together with undivided proportionate share of the land of the said premises i.e. Premises No. 16B Lake Road, Police Station- Tollygunge, Kolkata- 700029 to Sri Biswanath Bhattacharjee, (now deceased) father of CO-OWNER NO. 4 Abhijit Bhattacharjee and Anindita Banerjee for the consideration as mentioned therein by a Deed of Conveyance dated 14.03.2001 which was duly registered at the office of Additional District Sub Registrar, Alipore, South 24 Parganas and recorded in Book no I, Volume no 64, Pages from 111 to 140, Being No. 00975 for



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the Year 2003, which is also morefully described in the **SECOND SCHEDULE** of the Development Agreement dated 24/02/2023.

AND WHEREAS, the **CO-OWNER NO. 3, Sandhya Banerjee** after such sale became the owner of the entire First Floor along with asbestos shade at Second Floor with undivided proportionate share of the land of the **Premises No. 16B, Lake Road, Police Station Tollygunge, Kolkata - 700029**, which is also more fully described in the **THIRD SCHEDULE** of the Development Agreement dated 24/02/2023.

AND WHEREAS, thus the party of the **SECOND PART** namely **Santa Chattopadhyay, CO-OWNER NO. 1** and **Nirendra Nath Mukhopadhyay**, became the joint owners of the **Premises No. 16A, Lake Road, Police Station-Tollygunge, Kolkata- 700029** which was subsequently known as **Premises No. 16A, Kavi Bharati Sarani Kolkata 700029**. Similarly **Smt Sandhya Banerjee, CO-OWNER NO. 3** and **Sri Biswanath Bhattacharjee** since deceased) became the owners having joint ownership in respect of premises no **16B, Lake Road, Police Station- Tollygunge, Kolkata 700029** which was subsequently known as **16B Kavi Bharati Sarani, Kolkata 700029**.

APPOINTMENT OF DEVELOPER-

AND WHEREAS, the said **CO-OWNER NO. 1** and said **Nirendra Nath Mukhopadhyay alias Niren Mukherjee**, were interested to develop their premises by constructing a multi storied building thereon but due to paucity of financial resources, they were not in a position to implement their desire. Meanwhile **CO-OWNER NO. 1** and said **Nirendra Nath Mukhopadhyay alias Niren Mukherjee**, were aquatinted with **Mr. Abul Basar Sarkar alias Sk. Abul Basar Sarkar**, the proprietor of **M/s Basil Engineers**, who happens to be the **Developer** and said **Developer** expressed his eagerness to undertake the development of the said at his financial resources. Subsequently **CO-OWNER NO. 3** and **Biswanath Bhattacharjee** (deceased father of **CO-OWNER NO. 4**) herein were also interested to develop their premises along with **CO-OWNER NO. 1** and said **Nirendra Nath Mukhopadhyay alias Niren**

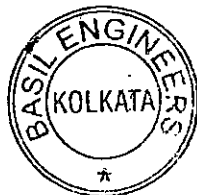


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Mukherjee, by constructing a multi storied building thereon but due to paucity of financial resources, they were not in a position to implement their desire. Thus **CO-OWNER NO. 3** and **Biswanath Bhattacharjee** (deceased father of **CO-OWNER NO. 4**) were also acquainted with **Mr. Abul Basar Sarkar** alias **Sk. Abul Basar Sarkar**, the proprietor of **M/s Basil Engineers**, the **Developer** and said **Developer** expressed his eagerness to undertake the development of the said two premises jointly at his financial resources after getting consent from **CO-OWNER NO. 1** and **CO-OWNER NO. 2**.

AND WHEREAS, thereafter firstly on 27th August, 2015, said **Santa Chattopadhyay**, **CO-OWNER NO. 1** and **Nirendra Nath Mukhopadhyay** alias **Niren Mukherjee** entered into a **Development Agreement** with the **Developer** herein under certain terms and conditions as embodied therein for the purpose of development of **Premises No. 16A, Kavi Bharati Sarani, Kolkata- 700029** (formerly known as **16A Lake Road**) which was duly registered at the office of **Additional District Sub Registrar, Alipore** and duly recorded in **Book no I, Volume no 1605-2015, Pages from 62743 to 62783, Being no 160506055** for the year 2015. In terms of the said development agreement, **Santa Chattopadhyay, CO-OWNER NO. 1** executed a **Development Power of Attorney** in favour of the party of the **Developer** herein which was duly registered at the office of **Additional District Sub Registrar, Alipore** and duly recorded in **Book no I, Volume no 1605-2015, Pages from 101270 to 101286, Being no 160507539** for the year 2015 in respect of **Premises No. 16A, Kavi Bharati Sarani Kolkata 700029** (formerly known as **16A Lake Road**).

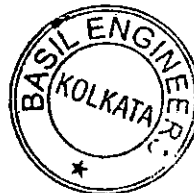
AND WHEREAS, **Nirendra Nath Mukhopadhyay** alias **Niren Mukherjee**, being an **Overseas Citizen of India** in terms of the said **Development Agreement** also executed a **Notarial Power of Attorney** in favour of the party of his attorney **Şalma Sultana** for performing some acts and deeds on his behalf which was **Notarised** in **Walddorfhaeslach, Germany**.



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AND WHEREAS, subsequent to that Sandhya Banerjee, CO-OWNER NO. 3 entered into a **Development Agreement** with the Developer herein, on 17th August, 2016 under certain terms and conditions as embodied therein for the purpose of development of Premises No. 16B, Kavi Bharati Sarani, Kolkata- 700029 (formerly known as 16B Lake Road) with the scope and provision of amalgamation with the adjacent premises at 16A, Kavi Bharati Sarani, Kolkata- 700029 (formerly known as 16A Lake Road) which was duly registered at the office of Additional District Sub Registrar, Alipore and duly recorded in Book no I, Volume No. 1605-2016, Pages from 155539 to 155584, Being no 160505614 for the year 2016. In terms of the said Development Agreement, said Sandhya Banerjee, CO-OWNER NO. 3 executed a Development Power of Attorney in favour of the party of the OTHER PART on 17.08.2016 which was duly registered at the office of Additional District Sub Registrar, Alipore and duly recorded in Book no. I, Volume No. 1605-2016, Pages from 172770 to 172791, Being No. 160506342 for the Year 2016.

AND WHEREAS, before that Sri Biswanath Bhattacharjee (since deceased), then CO-OWNER NO. 4 on 05.08.2016 entered into a **Development Agreement** with the Developer herein, under certain terms and conditions as embodied therein for the purpose of development of premises no 16B, Kavi Bharati Sarani, Kolkata- 700029 (formerly known as 16B, Lake Road) with the scope and provision of amalgamation with the adjacent premises at 16A, Kavi Bharati Sarani, Kolkata- 700029 (formerly known as 16A Lake Road) which was duly registered at the office of Additional District Sub Registrar, Alipore and duly recorded in Book no I, volume no 1605-2016, pages from 149677 to 149724, being no. 160505430 for the year 2016. In terms of the said Development Agreement, said Biswanath Bhattacharjee, (father of CO-OWNER NO. 4) since deceased, executed a Development Power of Attorney in favour of the party of the OTHER PART herein on 10.08.2016 which was duly registered at the office of Additional District Sub Registrar, Alipore and duly recorded in Book no. I, Volume No. 1605-2016, Pages from 151164 to 151187, Being no. 160505494 for the Year 2016.



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FORMATION OF NEW PREMISES OR PROPERTY AFTER AMALGAMATION OF THREE PROPERTIES –

AND WHEREAS, subsequently the **CO-OWNERS NO. 1, 2, 3** herein and Biswanath Bhattacharjee, since deceased, executed a **Deed of Exchange** on **2nd November, 2016** amongst themselves in respect of **Premises no 16A and 16B Kavi Bharati Sarani, Kolkata- 700029** (formerly known as 16A and 16B Lake Road) at the advice and expenses of **Developer** as above, which was duly registered at the office of **Additional District Sub Register at Alipore** and duly recorded in **Book No I, Volume no 1605 – 2016, Pages from 195732 to 195753** being no 160507215 for the year 2016. By operation of the said **Deed of Exchange** dated **02.11.2016**, the **CO-OWNER NO.1, Nirendra Nath Mukhopadhyay alias Niren Mukherjee, CO-OWNER NO. 3 and Biswanath Bhattacharjee** (since deceased), became the **Joint Owners having undivided share each** in respect of said **amalgamated premises** formed out of **Premises no. 16A and 16B Kavi Bharati Sarani, Kolkata-700029** (formerly known as 16A and 16B Lake Road).

AND WHEREAS, after execution and registration of the aforesaid **Deed of Exchange**, the aforesaid two **Premises No. 16A and 16B Kavi Bharati Sarani, Kolkata- 700029** was **amalgamated** and after **amalgamation** both the said two premises were converted into one premises and has been known and numbered as **Premises no. 16A Kavi Bharati Sarani, Kolkata-700029**, under **Asseessee no-110871300290** by the **Kolkata Municipal Corporation** as more fully described in the of **FOURTH SCHEDULE** of the said **Development Agreement** dated **24/02/2023** and in the **FIRST SCHEDULE** hereinunder written.

AND WHEREAS, for the purpose of obtaining building plan and completing other formalities and construction of new building the **CO-OWNER NO. 1** executed a **General Power of Attorney** in favour of the **Developer** on his advice which was duly registered at the office of **Additional District Sub Register at Alipore** and duly recorded in **Book No IV, Volume no 1601 – 2019, Pages from 2929 to 2948** being no 160100122 for the year 2019.



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SANCTION OF BUILDING PLAN FROM KOLKATA MUNICIPAL CORPORATION AND CONSTRUCTION OF PROPOSED BUILDING –

AND WHEREAS, the Developer herein in the meantime submitted and finally obtained the Building Sanction Plan/ Permit No. 2020080042, Borough VIII, dated 12/12/2020 from the Kolkata Municipal Corporation for construction of a G+4 storied building on the said Land of the said amalgamated Premises No. 16A, Kavi Bharati Sarani, Kolkata- 700029, under the K.M.C. Ward No. 87.

SUBSTITUTION OF NEW CO-OWNERS IN PLACE OF DECEASED BISWANATH BHATTACHARJEE DURING CONSTRUCTION OF BUILDING

AND WHEREAS, during the continuation of the ongoing construction process the said SRI BISWANATH BHATTACHARJEE died intestate on 21/07/2021 and his wife predeceased on 28.10.2000 at Kolkata and leaving behind his only legal heirs, namely son SRI ABHIJIT BHATTACHARJEE and daughter SMT. ANINDITA BANERJEE.

EXECUTION OF FRESH REGISTERED DEVELOPMENT AGREEMENT AND DEVELOPMENT POWER OF ATTORNEY-

AND WHEREAS, after amalgamation of the said two premises into a single premises in the manner as stated above, the then owners named Smt Santa Chattopadhyay, Sri Nirendra Nath Mukhopadhyay alias Niren Mukherjee, Smt Sandhya Banerjee, Sri Abhijit Bhattacharjee and Smt Anindita Banerjee, have altogether decided to enter into a fresh Development Agreement in respect of newly amalgamated premises no. 16A, Kavi Bharati Sarani, Kolkata- 700029, as morefully described in the FIRST SCHEDULE hereunder written for smooth development with a marketable title, of the said property.

AND WHEREAS, thus the CO-OWNER NO.1, Nirendra Nath Mukhopadhyay alias Niren Mukherjee, CO-OWNER NO.3 and CO-OWNER NO.



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4 (4a and 4b) jointly seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about 4 Cottahs 12 Chittacks 0 sq. ft. together with a structure standing thereon previously under scheme 15B of Calcutta Improvement Trust being Plot No 99, Dihi- Panchanangram, 6 Division, "R" Sub Division, under Holding No. 70 now within the jurisdiction of Kolkata Municipal Corporation, under Ward no. 87 being municipal Premises No. 16A, Kavi Bharati Sarani, Kolkata- 700029, having Assessee No. 110871300290, Police Station- Tollygunge, District- 24 Parganas (South) formerly known as 16, Lake Road, with all sorts of easement rights over the common passage together with all rights, title, interest, in respect of all common structures, boundary, fencing, amenities, connections, messuages, tenements, hereditaments, appurtenances of the Owners herein with K.M.C water, lights, drainages, sewerages etc. and all easement rights thereto, which has been specifically described in the **First Schedule** herein-under written (hereinafter referred to as the said Property/ said Premises) and subsequently the Land Owners/ Owners herein applied for mutation of their names in the assessment record of the Kolkata Municipal Corporation in respect of the said Property/ said Premises and has been enjoying the said Property/ said Premises by paying all taxes thereon regularly.

AND WHEREAS, the CO-OWNER NO. 1, Nirendra Nath Mukhopadhyay alias Niren Mukherjee, CO-OWNER NO.3 and CO-OWNER NO.4 (4a and 4b) and the Developer herein for completion of the said construction work and to get proper allotment of their respective share of Flats and Car Parking Space executed a Fresh Development Agreement on 24.02.2023, in continuation of their previous Development Agreement and the said Development Agreement dated 24.02.2023 was registered in the Office of the District Sub- Registrar-III, Alipore South 24 Parganas and recorded in Book No. I, Volume No- 1603-23, Pages from 103165 to 103232, Being No. 160302865 for the Year 2023. Subsequently, after registration of said Development Agreement dated 24.02.2023 the CO-OWNER NOS. 3, and 4 (4a and 4b) executed a registered Development Power of Attorney on 24.02.2023, registered in the Office of the District Sub- Registrar-III, Alipore South 24



Parganas and recorded in Book No. I, Volume No- 1603-2023, Pages from 103372 to 103398, Being No. 160302876 for the Year 2023, in favour of the Developer herein.

AND WHEREAS, the Developer herein was carrying on the construction work of the proposed building as per the sanction plan approved by the Kolkata Municipal Corporation in the First Schedule Premises herein and offered to the intending purchaser/s for sale of flats, units/spaces and exclusive user rights of car parking spaces at the ground floor from the Developer's allocation which is morefully described in the Sixth Schedule of the said Registered Agreement for Development dated 24.02.23 for realizing it's fund and return of investment and profit in lieu of his investment of finance, man- power and technical know-how for the construction of the said building in First Schedule Premises.

AND WHEREAS, the Developer herein in lieu of his investment and efforts for construction of straight G+ 4 storied building is entitled to the Developer's allocation as stated in the Sixth Schedule of the said registered Agreement for Development dated 24/02/2023.

OFFER TO SELL AND CONSIDERATION MONEY OR SELLING PRICE OF THE SAID FLAT AND CAR PARKING –

AND WHEREAS, as mentioned above the Developer herein as per terms and conditions of the Development Agreement dated 24/02/2023 in lieu of its investments and efforts etc. in the said project is entitled to it's allocations in the proposed building which include **ALL THAT a residential Flat, being no. 3B measuring an area about 1150 sq.ft, Super Built up, more or less, on the Third Floor Southern (back) side, of the said G+4 storied building at said Premises No. 16A, Kavi Bharati Sarani, P. S.- Tollygunge, Kolkata- 700029, Ward No- 87, morefully and particularly described in the Second Schedule hereunder written (hereinafter called and referred to as the "said Flat")** and the Developer herein has offered to sale of the "said Flat" to the intending purchaser/s.



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AND WHEREAS, that the Purchasers herein in search of a suitable accommodation knowing the offer of the Developer herein has inspected the project/ construction site and related papers of the said property and approached the Developer and the Developer herein being satisfied with it's sale price has agreed to sell, convey, grant, transfer and assign the Purchaser herein the "said Flat" from the Developer's Allocation as per Development Agreement dated 24/02/2023 and the Purchasers being satisfied with the terms and conditions of the Developer have agreed to purchase the "said Flat", which is morefully and particularly described in the Second Schedule hereunder written and the Land Owners/Owners have given permission and confirmation for the said Transfer to the Developer time to time.

AND WHEREAS, the Developer and the present Land Owners has full and absolute right, title and interest to transfer the "said Flat" in the said Building and agreed to sell ALL THAT a residential Flat, being no. _____, measuring an area about _____ sq.ft, Carpet area, more or less, on the _____ Floor, _____ (____) side, of the said G+4 storied Building at Premises No. 16A, Kavi Bharati Sarani, Kolkata- 700029, P.S.- Tollygunge, Ward No- 87, together with undivided, proportionate share of land underneath the said building attributable to the said Flat in the said Premises, which is mentioned in the First Schedule hereinafter written and undivided impartible proportionate share of all other common parts, portions, services, ways, amenities and facilities etc. and common user rights with all easement rights to ingress and egress therein at or for a total Selling Price of Rs. _____/- (Rupees _____) only excluding GST as to be applicable under the provisions of Income Tax Act.

COMPLETION CERTIFICATE FROM THE K.M.C.-

AND WHEREAS, the Developer herein almost completed the said building as per sanction Plan or Building Permit of the Kolkata Municipal Corporation.



AND WHEREAS, the Developer herein on completion of the said building applied and obtained Completion Certificate from the relevant department of the Kolkata Municipal Corporation vide Completion Case No.

FULL PAYMENT OF CONSIDERATION MONEY OR SELLING PRICE OF THE SAID FLAT-

AND WHEREAS, Purchasers herein have paid the entire Consideration Money of Rs. _____/- (Rupees _____) only for the said Flat to the Developer herein with the consent and approval of the Land Owners herein as per memo of consideration written hereunder, from time to time in respect of the "said Flat".

AND WHEREAS, now at the request of the Purchasers herein on payment of full Consideration money (Sale Price) of the "said Flat" to the Developer herein with the consent and approval of the Land Owners herein, the Developer and Land Owners/ Owners herein have jointly agreed to sign, present and execute a registered Deed of Conveyance to sell, convey, transfer, grant, assign and assure unto and in favour of the Purchasers herein the said Flat being **ALL THAT a residential Flat, being no. _____, measuring an area about _____ sq.ft, Carpet area, more or less, on the _____ Floor, _____ (_____) side, of the said G+4 storied Building at Premises No. 16A, Kavi Bharati Sarani, Kolkata- 700029, P.S.- Tollygunge, Ward No- 87, in the District- South 24 Parganas, (said Flat is morefully and particularly described in the **Second Schedule** hereunder written) together with undivided, proportionate share of land underneath the said building attributable to the **said Flat** in the said Premises (which is morefully and particularly described in the **First Schedule** hereinafter written) alongwith undivided impartible proportionate share of all other parts, portions, services, ways, passages, entrances and exits, attachments, connections, services, amenities and facilities etc. in the said building and premises to be used as common by all Flat owners and morefully described in the **Third Schedule** hereunder written and all common user rights, easement rights to ingress and egress etc therein and inheritance thereof with all fittings, fixture and appurtenances in the "said Flat" at**



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or for a total sale price or Consideration Money of Rs. _____/- (Rupees _____) only free from all mortgages, charges, liens, lis-pendenses, attachments and encumbrances whatsoever, absolutely and forever.

DEFINITIONS OF TERMS OR EXPRESSION USED IN THIS DEED-

Unless in these presents there is something in the subject or context inconsistent with-

1. **"LAND OWNERS / OWNERS"** shall mean Smt. Santa Chatterjee alias Santa Chattopadhyay, Sri Niren Mukherjee, Smt. Sandhya Banerjee, Sri. Abhijit Bhattacharjee and Smt. Anindita Banerjee and their respective legal heirs, successors, successor-in-interests, nominees, legal representatives, administrators, executors and assigns.
2. **"DEVELOPER/ CONFIRMING PARTY"** shall mean **M/S. BASIL ENGINEERS**, a proprietorship concern having its registered office at 43C, Bibhuti Bhusan Bandopadhyay Sarani, Police Station- Karaya, Kolkata- 700019, District- 24 Parganas (South), represented by its proprietor namely ABUL BASAR SARKAR alias SEKH ABUL BASAR SARKAR alias SK. ABUL BASAR SARKAR and also include it's/his legal heirs, successors, successors-in-interest, legal representatives, executors, administrators and assigns.
3. **"PURCHASER/S"** shall mean _____ and also include their respective legal heirs, successors, successors-in-interest, legal representatives, executors, administrators and assigns.
4. **"said LAND/ PROPERTY / PREMISES"** shall mean **ALL THAT** piece and parcel of land measuring about 4 Cottahs 12 Chittacks 0 sq. ft. together with a structure standing thereon previously under scheme 15B of Calcutta Improvement Trust being Plot No 99, Dihi- Panchanagram, 6 Division, "R" Sub Division, under Holding No. 70 now within the jurisdiction of Kolkata Municipal Corporation,



under Ward no. 87 being municipal Premises No. 16A, Kavi Bharati Sarani, Kolkata- 700029, having Assessee No. 110871300290, Police Station- Tollygunge, District- 24 Parganas (South) formerly known as 16, Lake Road, together with boundary wall, water, electricity connections over or under the said Premises, permanent/ temporary structures, fencing, easement, rights, title, Ownership, passages, trees, services, quasi-easement rights, privileges and appurtenances therein together with all sorts of easement rights over the common passage morefully and particularly described in the **First Schedule** hereunder written and upon which a G+4 storied building is constructed by the Developer as per Building Plan sanctioned by the Kolkata Municipal Corporation (K.M.C.) in accordance with terms and conditions of the Agreement for Development dated 24/02/2023.

5. “Said **PLAN**” shall mean the Building Sanction Plan/ Permit No. 2020080042, Borough VIII, dated 12/12/2020 sanctioned by the Kolkata Municipal Corporation for construction of the Building on **ALL THAT** piece and parcel of land measuring about 4 Cottahs 12 Chittacks 0 sq. ft. together with a structure standing thereon previously under scheme 15B of Calcutta Improvement Trust being Plot No 99, Dihi-Panchanagram, 6 Division, “R” Sub Division, under Holding No. 70 now within the jurisdiction of Kolkata Municipal Corporation, under Ward no. 87 being Municipal Premises No. 16A, Kavi Bharati Sarani, Kolkata- 700029, having Assessee No. 110871300290, Police Station- Tollygunge, District- 24 Parganas (South).

6. “Said **BUILDING**” shall mean the G+4 storied building which has been constructed on the First Schedule Premises/ Property mentioned herein being Municipal Premises No. 16A, Kavi Bharati Sarani, Kolkata- 700029, within the limits of the Kolkata Municipal Corporation, Ward No. 87, consisting of several units or flats in the different floors of the said building, rooms/ car parking spaces with necessary additional spaces (electric meter room, water pump space, lift, store etc) within the purview of the Sanctioned Building Plan of the Kolkata Municipal Corporation and other local authority, by the Developer herein and shall include other common spaces



intended for the buildings to be enjoyed by the respective Flat owners/ occupants on such terms as may be agreed with them.

7. **"FLAT/ UNIT"** shall mean and include the individual residential or commercial units/ covered space or spaces on the different floors in the said G+4 storied Building constructed in accordance with Sanction Plan of the Kolkata Municipal Corporation on the said **First Schedule** Premises/ Property and capable of being exclusively occupied for the residential or other purposes as to be mentioned in the agreements/ deeds etc. to be executed by the Land Owners/ Developers with all fittings and fixtures and amenities attached therein as per specification annexed herein.

8. **"SAID FLAT"** shall mean **ALL THAT** a self-contained residential Flat, being no. _____ measuring an area about _____ sq.ft, Carpet area, more or less, on the _____ Floor, _____ () side, of the said G+4 storied building constructed lying and situated at Premises No. 16A, Kavi Bharati Sarani, P. S.- Tollygunge, Kolkata- 700029, Ward No- 87, having Assessee No. 110871300290, Police Station- Tollygunge, within the limits of the Kolkata Municipal Corporation, Ward No. 87, together with undivided, proportionate share of land underneath the said building attributable to the said Flat in the said Premises, which is mentioned in the First Schedule hereinafter written and undivided impartible proportionate share of all other common parts, portions, services, ways, amenities and facilities etc. and common user rights with all easement rights to ingress and egress therein, and the said Flat is morefully and particularly described in the **Second Schedule** hereinafter written.

9. **"CAR PARKING SPACE"** shall mean all that Space on the Ground Floor of the said G+4 storied building reserved and to be purchased and owned by the Flat Owners for parking medium size four wheeler car and to be the demarcated by the developer alongwith all common user rights, water, light, amenities and facilities of the said building attached to the said Parking space and or necessary for use and enjoy the said car parking space.



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10. **“COMMON PARTS/ PORTIONS/ AREAS”** shall mean the areas, passages, parts and equipment's provided and/or reserved in the said land and/or in the said Building for common use and enjoyment of the occupiers/co-owners, purchasers of the various units/flats of the said building proposed to be constructed in accordance with the scheme, which are morefully described in the **“Third Schedule”** hereunder written.

11. **“RESTRICTIONS AND OBLIGATIONS”** shall mean those restrictions and obligations to be followed by the Flat owners and other occupiers of the building for peaceful enjoyment of their respective units/ Flats/ Car Parking Space and Common areas lawfully and those are morefully described in the **“Fourth Schedule”** hereunder written.

12. **“COMMON EXPENSES AND MAINTENANCE”** shall mean the common expenses to be paid/ borne and or to be contributed by the intending Purchaser/s, Owners/ occupiers in respect of their respective units/flats in proportion to the area for rendition of common services and maintenance, which are morefully described in the **“Fifth Schedule”** hereunder written.

13. **“TECHNICAL SPECIFICATIONS”** shall mean the specifications of the construction and other materials for necessary fixture and fittings of the proposed building to be constructed on the said Land/ Premises and which is morefully and particularly described in **“Sixth Schedule”** attached herein.

14. **“SINGULAR”** shall include plural and vice versa.

And

16. **“MASCULINE”** shall include feminine and vice versa.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

THAT in pursuance of the Agreement for sale dated and in consideration of the said Premises and the **“said Flat”** and in further consideration of the said sum of



Rs. _____/- (Rupees _____) only of good and lawful money of the Union of India in hand well and truly paid by the Purchasers to the Owners/ Vendors as per Memo of Consideration written hereunder at or before the execution of these presents, the receipt whereof the Owners/ Vendors herein doth hereby admitted and acknowledged and of and from the same released and discharged the Purchasers and the "said Flat" (as morefully and particularly described in the **Second Schedule** hereunder written and marked and delineated with Border- **RED** in the Plan attached herein) and the Land Owners/Owners and the Developer/ Confirming Party herein doth hereby jointly sold, granted, conveyed, transferred, assigned and assured unto and to the use of the said Purchasers herein free from all encumbrances the said Flat being **ALL THAT** a self-contained residential Flat being Flat No. _____, having Carpet area about _____ sq. ft, more or less, on the _____ Floor, _____ side, of the said G+IV storied building constructed as per sanctioned plan of the Kolkata Municipal Corporation, lying and situated at the Kolkata Municipal Corporation **TO HAVE AND TO HOLD** the "said Flat" with all rights, title, interests, ownership, appurtenances and attachments therein and all other rights, title, interests hereby sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be and every part thereof, unto and to the said Purchasers herein, absolutely and forever.

THE PURCHASERS DOES HEREBY COVENANT WITH THE OWNERS/ VENDORS AND THE DEVELOPER AS FOLLOWS:-

- a) The Purchasers shall observe and perform and shall abide by all the terms, conditions, covenants and stipulations contained in the Agreement for Sale and in this Deed of Conveyance and shall comply with all the rules, restrictions and bye laws of the local authority and the flat owners association of the said building, when formed.
- b) That till "said Flat" is separately assessed to Municipal Tax in the K.M.C. the Purchasers shall bear and pay the proportionate share of all the rates and taxes, outgoings and impositions in respect of the "said Flat" from the date of their possession therein.



- c) That the Purchasers from their date of possession shall bear and pay the proportionate share of the common expenses, service and maintenance charges as described in **Fourth Schedule** hereunder written, to be incurred for the said building in every month.
- d) The Purchasers shall at his/their own costs carry out all necessary repairs, interior decoration and replacements as and when necessary for the inner side of the "said Flat" without effecting the structural design and stability of the building and shall use the "said Flat" peacefully for residential purpose only, without disturbing the possession of the other co-owners of the said Building.
- e) The Purchasers shall observe, fulfill and perform all the covenants hereinbefore mentioned and shall regularly pay and discharge all corporation rates, taxes and other outgoings, impositions for the "said Flat" proportionately till separately assessed and after assessment and mutation of the "said Flat" in his/their names in K.M.C. and/ other local authority the Purchasers shall pay the K.M.C. Tax for the "said Flat" wholly and the common tax, maintenance in respect of the said undivided proportionate share in the said Land/ building if assessed.
- f) That the Purchasers shall keep his/their "said Flat" and outside of the "said Flat" as clean and tidy condition and do not obstruct, cause damages in the common ways, landings, portions etc of the building and its structure.
- g) That the Purchasers and other Flat owners shall not obstruct the common passages and common utilities, services of the building and shall not accumulate garbage, waste water and park any vehicle/car inside the building.
- h) That the Purchasers and his/their legal heirs successors shall have liberty to sell, convey, transfer in any way, assign, mortgage, lease or let out her/their rights, titles, ownership and interests in the "said Flat" and every part thereof, hereby sold, granted,



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transferred, conveyed, assigned and assured unto and to the use of the Purchasers, as shall be reasonably required from time to time from the date of registration of this Deed.

i) That the Purchasers shall at their own cost apply for mutation of her/their names in respect of their "said Flat" in the assessment record of the Kolkata Municipal Corporation and other appropriate authorities, with the all sorts of co-operation from the Owners/ Vendors and the Purchasers shall promptly pay all taxes and outgoings regularly for the "said Flat" from the date of their possession and shall not claim anything relating to KMC tax, maintenance etc from the Owners and also shall not raise any disputes regarding construction materials of the said building.

j) That Purchasers shall pay electrical charges and deposits all bill to be consumed in their "said Flat" to the C.E.S.C. and the common electric meter charges shall be born and paid by all the Flat Owners proportionately per month according to the Bill.

k) That the Purchasers herein purchased the "said Flat" being satisfied with the Ownership and title of the said Owners/ Vendors herein of the First Schedule Premises and all related deeds and documents therein.

l) **General Restrictions** – The Purchaser/s shall NOT do the following:

- i. Obstruct the Vendors or other co-owners in its acts relating to the common purposes.
- ii. Violate any of the rules and/or regulations laid down for the common purposes and for the user of the Common Areas and Services.
- iii. Injure, harm or damage the Common Areas and Services or any other flats in the Building by making any alterations or withdrawing any support or otherwise.
- iv. Alter any portion, elevation or color scheme of the Building.
- v. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas and Services SAVE at the places indicated there for.



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- vi. Place or cause to be placed any article or object in the Common Areas and Services.
- vii. Use the Property for any purpose other than for commercial.
- viii. Claim any right, title or interest respect of the roof/terrace of the said building.
- ix. Carry on or cause to be carried on any obnoxious or injurious activity through the property or the Common Areas and Services.
- x. Do or permit anything to be done which is likely to cause nuisance or annoyance to other occupants of the Building.
- xi. Put up or affix any sign board, name plate or other things or other similar articles in the Common Areas And Services or outside walls of the Building and/or outside walls of the Property PROVIDED THAT this shall not prevent the Purchaser from displaying name board/plate outside the main door of the flat.
- xii. Keep store any Offensive, combustible, obnoxious, hazardous or dangerous articles in the flat.
- xiii. Affix or draw any wire, cable, pipe from, to or through any Common Areas And Services or outside walls of the Building or other flats SAVE in the manner indicated by the Developer.
- xiv. Keep any heavy articles or things which are likely to damage the floors or operate any machine.
- xv. Install or keep or run any generator so as to cause nuisance to the other occupants of the Building.
- xvi. Drill, break, maim, hammer or in anyway damage or destroy the beams and columns in the floor, ceiling and walls of the said flat
- xvii. Modify or alter the outer colour scheme or facade or elevation of the said building or any part thereof otherwise than in the manner agreed by the developer in writing nor do or permit to be done in the balconies or in the said flat any act deed or thing which may have the effect of altering or disturbing the outer look of the said building
- xviii. Keep in the parking place anything other than private motor or motorcycle and shall not raise or put up any kutchha or pacca construction grilled wall or enclosure thereon or part thereof and shall keep it always open as before.



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**THE OWNERS /VENDORS AND THE DEVELOPER HEREIN DO HEREBY
COVENANT WITH THE PURCHASERS AS FOLLOWS:-**

a). The Owners/Vendors and the Developer herein doth hereby covenant with the Purchasers that from today they will have no charges, demands, claims whatsoever either on the "said Flat" or on the said proportionate undivided share and interest in the said land underneath the said building attributable to the said Flat herein transferred, sold and conveyed to the Purchasers.

b). That notwithstanding anything hereinbefore done, committed or knowingly suffered by the Sellers to the contrary, the Sellers have good and perfect right, title and authority to sell and convey the "said Flat" with all appurtenances therein and hereby sold, conveyed and transferred to the Purchasers in the manner herein contemplated and agreed, alongwith all common user rights, privileges described in **Third Schedule** hereunder written, which will be enjoyed by the Purchasers herein with all other Flat Owners of the building as common and that the Sellers herein have not done or knowingly suffered or been parts or privy to any act, deed, matter or thing whereby the "said Flat" is encumbered, effected or impeached in estate, title or otherwise.

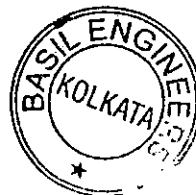
c). That Purchasers herein has satisfied themselves that there are no existing encumbrances, charges, trusts, liens, lis-pendenses, attachments, claims or demands whatsoever subsisting on the "said Flat" and the said Premises and till date there are no acquisition or requisition from any Govt/ Local authority on the said premises.

d). That the Purchasers have henceforth peaceably and quietly entered into the possession of the "said Flat" and shall be enjoying the rents, issues and profits etc. of the "said Flat" without any lawful eviction, hindrance, interruption, interference, claim or disturbance from or by the Owners/Vendors and the Developer or their heirs or any person or persons claiming through or under them or in trust for the Owners herein.



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- e) That all corporation taxes, land revenue, urban land tax and other rates payable in respect of the "said Flat" up to the date of execution of these presents have been fully paid up by the Owners/ Vendors till date of possession of the "said Flat" and during mutation of the "said Flat" if any arrear property tax found prior to the date of registration / possession of the "said Flat" it will be paid by the Owners/ Vendors.
- f). That the actual physical possession of the said Flat is handed over by the Owners/ Vendors to the Purchasers today on the date of registration of this Deed of conveyance.
- g). That the Owners/Vendors and the Developer had handed over the necessary copy of Title deeds, sanction plans, completion certificate of K.M.C. all relevant title deeds and documents and writings in Xerox in respect of the said Building and the premises to the Purchasers and the Owners/ Vendors shall provide all times at the cost of the Purchasers and at their request all original relevant deeds, documents, papers to the Purchasers for production in any court, tribunals, board or other authority for inspection, if required.
- h). That along with their "said Flat" and appurtenances therein the Purchasers shall also have impartible common rights and interest to use all the common ways, entrances, exits, sewerages, overhead water tank, underground reservoir, passages, stairs, K.M.C, water, electricity, meter space, common parts, areas, portions, amenities, facilities, etc as described in the **Third Schedule** hereunder written and the common top most roof and parapet wall of the said building shall be used by the Purchasers only as common along-with all other flat owners/ co-owners of the said building.
- i). The Owners/ Vendors and the Developer hereby covenant and undertake that the said Building has been constructed in accordance with Sanction Plan of K.M.C. maintaining all norms regarding good quality building materials, labours and structure and is fit for habitation as per specification.



j). That the Owners/ Vendors and the Developer herein at all times do further acts, deeds, things to render the Purchasers all co-operation and shall sign all the papers, writings, declarations, to rectify omissions in this deeds, documents and applications at Purchaser's cost, as will be reasonably required in future on the demand of the Purchasers to make the title and rights of the Purchasers and the "said Flat" clear.

Save and except what are hereinbefore provided, the rights and liability of the parties shall be governed by the law in force as between the Owners/ Vendors and the Developer and the Purchasers.

THE FIRST SCHEDULE ABOVE REFERRED TO:-

(Description of newly Amalgamated Premises)

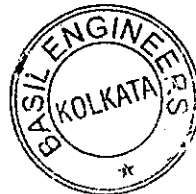
ALL THAT piece and parcel of land measuring about 4 Cottahs 12 Chittacks 0 sq. ft. together with a structure standing thereon previously under scheme 15B of Calcutta Improvement Trust being Plot No 99, Dihi- Panchanangram, 6 Division, "R" Sub Division, under Holding No. 70 now within the jurisdiction of Kolkata Municipal Corporation, under Ward no. 87 being Municipal Premises No. 16A, Kavi Bharati Sarani, Kolkata- 700029, having Assessee No. 110871300290, Police Station- Tollygunge, District- 24 Parganas (South) formerly known as 16, Lake Road and butted and bounded by: -

ON THE NORTH : By 50 ft. wide Kavi Bharati Sarani (Lake Road).

ON THE SOUTH : 2, Jyotish Guha Sarani (Lake Place).

ON THE EAST : 18A & 18B, Kavi Bharati Sarani (Lake Road).

ON THE WEST : By Premises No. 14 & 12B, Kavi Bharati Sarani
(Lake Road)



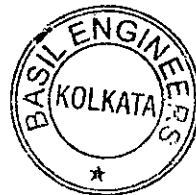
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THE SECOND SCHEDULE ABOVE REFERRED TO:-**(Description of the said Flat under this Agreement)**

ALL THAT a residential Flat, being no. _____ measuring an area about _____ sq.ft, Carpet area, more or less, comprising of _____ Bed Rooms, One Drawing cum Dining Hall, One Kitchen, Two Toilets, on the _____ Floor, _____ (_____) side, of the said G+4 storied building now under construction at said **Municipal Premises No. 16A, Kavi Bharti Sarani, P. S.- Tollygunge, Kolkata- 700029, Ward No- 87**, together with undivided, proportionate share of land underneath the said building attributable to the said Flat in the said Premises, which is mentioned in the First Schedule hereinafter written and undivided impartible proportionate share of all other common parts, portions, services, ways, amenities and facilities etc. and common user rights with all easement rights to ingress and egress therein and all fittings and fixtures therein as per speciation herein.

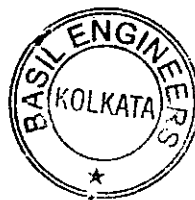
THE THIRD SCHEDULE ABOVE REFERRED TO:-**(COMMON PARTS, PORTIONS, AREAS AND FACILITIES)**

1. Staircase on all floors.
2. Staircase landing and lift shaft, lobby on all floors.
3. Main gate of the said building /premises and common passage and lobby on the ground to Top floor including ultimate roof.
4. Water pump, water tank, water reservoir, water pipes, overhead tank on the roof and other common plumbing installations and also pump room.
5. Electrical wiring, motors, electrical fittings and fixture for lighting the staircases lobby, lift and other common areas (except those which are installed for any particular unit), Electrical Sub-Station, Transformer, etc and meter room and space require therefore, common walls in between the unit being that flat and any other Unit beside the same on any side thereof.



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6. Windows doors grills and other fittings of the common area of the premises.
7. Common electric meter and box, lift machine room.
8. Common passage, drive ways, common areas under ground water reservoir and overhead water tank, municipality water supply, if any, and other plumbing installation which are being used as common and pump room.
9. Boundary wall, main gate and passage surrounding the building for egress and ingress.
10. Such other fittings, equipment and fixtures which are being used commonly either for the common purpose or needed for using the individual facilities/amenities.
11. Telephone and cable T. V. point.
12. Common plumbing and other common installation.
13. Roof of the building.
14. Other service areas and common spaces surrounding the building.
15. Drainage and sewers, Septic Tank.
16. Pillars, rafters and external periphery, common walls of the building.
17. All other fittings, equipment and fixtures which are being used commonly either for the common purpose or needed for using the individual facilities.
18. Undivided proportionate share in land attributed to the flat.
19. GENERAL COMMON amenities and facilities meant for the said "UNIT"
 - a. All private ways, curves, side-walls and areas of the said premises.
 - b. Exterior conduits, utility lines.



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- c. Public connection, meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services, and located outside the building.
- d. Exterior lighting and other facilities necessary for upkeep and safety of the said building.
- e. All elevations including shafts, shafts walls, machine rooms and facilities.
- f. All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for convenient to the existence, management operation, maintenance and safety of the building or normally in common use.
- g. The foundation, Corridor, Lobbies, Stairway Entrance and exists path ways, Footings, columns, Girders, Beams, Supports and exterior walls beyond the said UNIT, side or interior load bearing walls within the building or concrete floors, slabs except the roof slab and all concrete ceilings and all staircases in the said building.
- h. Utility lines, telephone and electrical systems contained within the said building.
- i. The ultimate roof or terrace including structure in the said building will jointly be undivided property of the flat owners of the building subject, limitation, if any, to their such rights of the said building, and owners for the respective units are entitled to use and enjoy the said roof and/or terrace without causing inconvenience to one another.

THE FOURTH SCHEDULE ABOVE REFERRED TO:-

(THE GUIDENCE AND/OR IMPOSITION AND RESTRICTION)

The Purchaser or Purchasers/Owners or Owners and other occupiers, if any, of the building shall not be entitled to use the aforesaid UNIT/ FLAT for the following purposes;

- 1. To use the said UNIT/ FLAT and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to



the Owners or occupiers of the other UNIT/ FLATS inclusive of flats, nor to use the same any illegal or immoral purposes in any manner whatsoever. The user of car parking should ensure to keep their car key with the security for twenty four hours smooth ingress and egress of parked car in the building.

2. To carry on or permit to be on upon the said UNIT/ FLAT any offensive or unlawful businesses whatsoever, nor to do or permit to be done anything in the said flat which may be illegal or forbidden under any law for the time being in force.

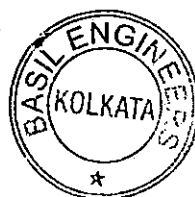
3. To demolish or cause to be demolished or damaged the said UNIT/ FLAT or any part thereof.

4. To do or permit to be done any act, deed or thing which may render void or voidable any insurance of any flat, and/or Unit/ Flat, any part thereof, or cause any increase in premium payable in respect thereof.

5. To claim division or partition of the said land and/or the building thereon, and common areas within the same.

6. To throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the UNIT/ FLAT or any portion of the building housing the same.

7. To avoid the liability or responsibility of repairing any portion or any competent part of the flat hereunder sold and transferred or fittings and fixtures therein for storing water, sewerages etc. in the event of such portion or part or fixtures and fittings with the flat and/or Unit/ Flat demanding repairs thereby causing inconvenience, damages and injuries to other flat owners as may be affected in consequence, nor to avoid obligation for giving free access to the flat or portion thereof to men, agents, masons as may be required by the UNIT/ FLAT OWNERS' ASSOCIATION etc. as may be formed from time to time on request therefore by such Association.



A handwritten signature or set of initials, possibly "MA", written in dark ink.

8. To paint other walls or portion of their flat, common walls or portion of the building, exclusive of getup thereof, they being entitled to paint inside the walls and portions of their UNIT/ FLAT only in any colour of their choice.
9. To encroach any common portion of the building, jeopardy the user thereof, nor to encumber any of such portion in any majeure whatsoever.
10. The Purchaser/s of the UNIT/ FLAT together with other purchasers or owners of the other flats shall must have the obligations to from an association of such UNIT/ FLAT owner being the members thereof for such purpose according to the provision of Apartment Ownership Act and bye laws as amended upto date, the decision of the said Association as per unanimous resolutions of the members thereof shall always be binding on the members, be that in relation to guidance of members or maintenance, safety and security of the building or otherwise as shall be taken in the interest thereof.

THE FIFTH SCHEDULE ABOVE REFERRED TO: -

(Common expenses to be paid proportionately by all flat owners)

1. The expenses of administration, maintenance, repair, replacement of the common parts equipment, accessories, common areas, and facilities including painting and decorating exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water electric wirings, installations, sewers, drains and all other common parts, fixtures, fittings and equipment, in, under or upon the said building enjoyed or used in common by the owners, purchasers, co-purchaser or other occupiers thereof.
2. The cost of the cleaning, maintaining, lighting the main entrances, passages, landings, staircases and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.



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3. Cost and charges reasonably required for the maintenance of the building and for keeping strict vigilance round the clock and CCTV Monitoring 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 pumps, electrical installations, over lights and service charges and supplies of common utilities.
6. Insurance premium, if any, for insuring the building against any, damage due to earthquake, fire, lightening, civil commotion, etc.
7. Municipal taxes, Multi-storied building tax, if any, and other similar taxes save those separately assessed on respective UNIT.
8. Such other expenses as are necessary or incidental for maintenance up-keep and security of the building and Govt. duties as may be determined by the Hat and/or Unit Owners' Association, as shall be formed by the Unit-Owner, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof as per provision of the West Bengal Apartment Ownership Act and by laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.
9. The share of the Purchaser or purchasers in such common expenses shall be generally proportionate in accordance with the liability of the Unit hereunder sold as against the total amount as may be incurred in any of the heads of such expenses in accordance with the proportion of the area within the same as against the total area within the building to be covered there under.



A handwritten signature in black ink, appearing to be "R. S. Das".

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

SIGNED, SEALED & DELIVERED
BY THE LAND OWNERS, DEVELOPER AND
PURCHASER/S AT KOLKATA-

In the presence of :-

WITNESSES:-

1.

.....
SIGNATURE OF Smt. Santa Chatterjee
alias Chattopadhyay (Co-Owner No. 1)

.....
SIGNATURE OF Salma Sultana being
Constituted Attorney of Sri Nirendranath
Mukhopadhyay alis Sri Niren
Mukherjee (Co-Owner No. 2)

.....
SIGNATURE OF constituted attorney of
Smt. Sandhya Banerjee (Co-Owner No. 3),
Abhijit Bhattacharjee AND Anindita
Banerjee (Co-Owner No. 4)

2.

.....
SIGNATURE OF PURCHASER/S



A handwritten signature in black ink, appearing to be a stylized name.

Drafted by me as per instructions of the parties
and verified by them-

Advocate, High Court, Calcutta

Received of and from the within named **PURCHASERS** the within-mentioned sum of
Rs. _____/- (Rupees _____) only as full and final
payment of the total Consideration Money/ Selling Price for sale of the "said Flat"
being Flat No. _____, on the _____ Floor of the building lying and
situated at **Municipal Premises No. 16A, Kavi Bharati Sarani, Kolkata- 700029,**
Police Station- Tollygunge, K.M.C. Ward No. 87, which is morefully and
particularly described in the Second Schedule hereinbefore written, as per Memo
below-

MEMO OF CONSIDERATION

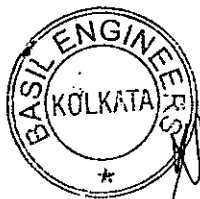
Cheque/ Cash	Dated	Drawn on Bank and Branch	Amount (Rs)
TOTAL			

Witnesses:-

1.

I say, I received,

2.



Signature of Developer