

DRAFT
DEED OF CONVEYANCE

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

Sri JADAV MALIK (PAN-CECPM0366P) & (AADHAAR NO.5474 1718 0850) son of Late Lalu Malik, by Nationality -Indian, by Faith-Hindu, by Occupation- Business, residing at 522, Kalikapur, Chit Kalikapur, P.O.- Mukundapur, Police Station- Purba Jadavpur, Kolkata 700 099, District South 24 Parganas, represented by their constituted attorney, **BIBHUTI BHUSAN DAS (PAN-AIDPD4689B & AADHAAR NO.-3293 8835 4908)** son of Late Bhupendra Nath Das sole proprietor of **M/s. ANILA CONSTRUCTION CO. (PAN-AIDPD4689B)** by Nationality - Indian, by Faith - Hindu, by Occupation - Business, residing at 1996, Mukundapur, P-42, Block-A, Satabdi Park, P.O.- Mukundapur, Police Station- Purba Jadavpur presently Panchasayar, Kolkata - 700 099, by virtue of Development Power of Attorney dated 29.04.2024 duly registered in the office of District Sub Registrar-V at Alipore and recorded in Book No. 1, Volume No.1630-2024, Pages from 38040 to 38055 , Being No. 163001407 for the year 2024 , hereinafter Called the **"OWNER/VENDOR"**(which term or expression shall unless excluded by or repugnant to the

subject or context be deemed to mean and include their respective heirs, heiresses, executors administrators, legal representatives and assigns) of the **FIRST PART**

AND

M/S. ANILA CONSTRUCTION CO. a sole Proprietorship concern, having its registered office at 70/2, Hader Hat, Kalikapur, P.O – Mukundapur, Police Station – Purba Jadavpur, Kolkata -700 099 and Represented by its sole proprietor, **BIBHUTI BHUSAN DAS (PAN-AIDPD4689B & AADHAAR NO.-3293 8835 4908)** son of Late Bhupendra Nath Das, by Nationality – Indian, by Faith – Hindu, by Occupation – Business, Residing at 1996, Mukundapur, at P-42, Block-A, Satabdi Park, P.O.- Mukundapur, Police Station- Purba Jadavpur presently Panchasayar, Kolkata – 700 099 by virtue of a development Agreement dated 29.04.2024 duly registered in the office of the District Sub Registrar-IV at Alipore and recorded in Book No.1, CD Volume No.1630-2024, pages from 37944 to 37971, Being No.163001402 for the year 2024, hereinafter referred to as the **“DEVELOPER/BUILDER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, heiresses, executor, legal representatives, administrators and assigns) of the **SECOND PART**.

AND

1.-----(**PAN**-----), son/wife/daughter of -----
-----,2.----- by Nationality - Indian, by Faith - -----, by Occupation
- -----, presently residing at -----, Post Office-----,
Police Station----- Kolkata-----District-----, hereinafter
referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, heiresses, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

The Promoter and Allottee/Purchasers shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS the Owner/ Vendor is the recorded owner of **ALL THAT** piece and parcel measuring about 03 (Three) Cottachs 02 (Two) Chittack 6 sq ft together with one R.T.Structures measuring about 100 sq ft, more or less , comprised under Mouza- kalikapur, J.L.No.20, Touzi No. 3,5,12 , R.S.No. 02, R.S.Dag No. 383, R.S. Khatian No.211, **Being Premises No. 522/2, kalikapur , Kolkata- 700 099 , under Assesses No. 31-109-06-7400- 0** under Police Station Purba jadavpur within the limit of the Kolkata Municipal Corporation ward no.109, District South 24 Parganas and paying taxes in their names to the Kolkata Municipal Corporation regularly (herein after be referred to as the **“SAID PREMISES”** , more fully described in the **FIRST SCHEDULE** hereunder.

WHEREAS by virtue of a Bengali Bikray Kobala dated 31.10.1972, one Smt. Sandhya Rani Malik wife of Sri. Lalu Malik purchased **ALL THAT** piece and parcel of land measuring about 20 Cottachs equivalent to 33 decimals, more or less comprised under Mouza-Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3 - 5 &12, under R.S. Dag No. 383, under R.S. Khatian No. 211, Together with one R.T. Shed measuring about 100 sq ft ,more or less, lying and situated within the local limit of the Kolkata Municipal Corporation under Ward No.109 , Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District of South 24 Parganas from one BihariLalMondal son of Late Ganesh Chandra Mondal against a valuable consideration mentioned therein and the said Bikray Kobala was duly registered in the office of Additional District Registrar at Alipore and recorded in Book No.1, Volume No.90, Pages from 214 to 217, Being No. 4592 for the year 1972.

AND WHEREAS by virtue of aforesaid purchase the said Smt. Sandhya Rani Malik became the sole and absolute owner of **ALL THAT** piece and parcel of land measuring about 20 Cottachs equivalent to 33 decimals, more or less comprised under Mouza- Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3 - 5 &12, under R.S. Dag No. 383, under R.S. Khatian No. 211, Together with one R.T. Shed measuring about 100 sq ft ,more or less lying and situated within the local limit of the Kolkata Municipal Corporation under Ward No.109 , Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District of South 24 Parganas.

AND WHEREAS while seized and possessed of the aforesaid property, the said Smt. Sandhya Rani Malik has mutated her name in the record of the Kolkata Municipal Corporation in respect of the said premises being **Premises No. 522, Kalikapur, Kolkata-700 099 and obtained Assesses No.31-109-06-0522-0** and paying rents & taxes regularly.

AND WHEREAS the said Smt. Sandhya Rani Malik alias Sandhya Malik wife of Late Lalu Malik died intestate on 30/07/2015 and her husband Lalu Malik was also predeceased leaving behind them their two sons namely 1) Sri. Jadav Malik alias Sri. Jadab Malik 2) Sri. Biswanath Malik and two married daughters namely 1) Smt. Dasi Pramanik and 2) Smt. Namita Patra who have inherited the aforesaid property left by their mother Smt. Sandhya Rani Malik alias Sandhya Malik, since deceased, by application of the Hindu Succession Act, 1956 as amended up to date each having 1/4th Undivided shares.

AND WHEREAS by such inheritance the said 1) Sri. Jadav Malik alias Sri. Jadab Malik (2) Sri. Biswanath Malik (3) Smt. Dasi Pramanik and (4) Smt. Namita Patra became the joint owners and jointly seized and possessed of **ALL THAT** piece and parcel of undivided land measuring about 20 Cottachs equivalent to 33 decimals, more or less comprised under Mouza-Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3 ,5 & 12, under R.S. Dag No.383, under R.S. Khatian No.211, Together with one R.T. Shed measuring about 100 sq ft, more or less **TOGETHER WITH** divided and demarcated proportionate impartible share of land and **ALSO TOGETHER WITH** the right of

enjoyment with proportionate share in the common area, easement, facilities, assurances hereditaments, Being Premises No. 522, Kalikapur, Assesses No.31-109-06-0522-0, Kolkata-700 099, lying and situated within the local limit of the Kolkata Municipal Corporation under Ward No.109, Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District of South 24 Parganas.

AND WHEREAS by a deed of gift dated 15th December, 2023, the said Biswanath Malik, Smt.Dasi Pramanaiik and Smt. Namita Patra granted, gifted, briquetted, relinquished, transferred **ALL THAT** piece and parcel of Bastu gifted land measuring an area about 02 Cottachs 05 Chittacks 27 Sq.Ft. more or less (out of the land measuring about 03 Cottchas 02 Chittacks 06 Sq.Ft. equivalent to 209.597 Sq.Mt. more or less) **TO-GETHER WITH** one R.T. Shed measuring about 100 sq ft more or less standing thereat, comprised under Mouza-Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3, 5 &12, under R.S. Dag No.383, under R.S.Khatian No.211, Being Premises No.-522, Kalikapur, Assesses No.- 31-109-06-0522-0, P.O.- Mukundapur, P.S.- Purba Jadavpur, Kolkata-700 099, District- South 24 parganas, in favour of Sri. Jadav Malik alias Sri. Jadab Malik against natural love and affection and the said deed of gift was duly registered in the office of District Sub Registrar-II and recorded in Book No.1, Volume No.1602-2023, pages from 648763 to 648784, Being No.160217792 for the year 2023.

AND WHEREAS by virtue of the aforesaid Deed of Gifts and also by inheritance, the said **JADAV MALIK** alias **JADAB MALIK** son of Late Lalu Malik became the sole and absolute owner and solely and absolutely seized and possessed of **ALL THAT** piece and parcel of Bastu land measuring an area about 03 Cottachs 02 Chittacks 06 Sq.Ft. equivalent to 209.597 Sq.Mt. more or less **TOGETHER WITH** divided and demarcated proportionate impartible share of land and **ALSO TOGETHER WITH** the right of enjoyment with proportionate share in the common area, easement, facilities, assurances, hereditaments, lying and situate at Mouza comprised under Mouza-Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3,5&12, under R.S. Dag No.383, under R.S. Khatian No.211, Being Premises No. 522, Kalikapur, Assesses No.31-109-06-0522-0, Kolkata – 700 099, lying and situated within the local limit of the Kolkata Municipal Corporation under Ward No.109, Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District of South 24 Parganas.

AND WHEREAS while seized and possessed of the aforesaid land the said Jadab Malik has mutated his name in the record of the Kolkata Municipal Corporation in respect of **Premises No.522/2, Kalikapur**, Kolkata- 700 099, under **Assesses No.31-109-06-7400-0**, P.S- Purba jadavpur, District- South 24 Parganas and paying taxes regularly.

AND WHEREAS thus the said **JADAV MALIK** alias **JADAB MALIK** became the sole and absolute owner of **ALL THAT** piece and parcel of bastu land measuring about 03 Cottchas 02 Chittacks 06 Sq.Ft. equivalent to 209.597 Sq.Mt. more or less **TOGETHER WITH** divided and demarcated proportionate impartible share of land and **ALSO TOGETHER WITH** the right of

enjoyment with proportionate share in the common area, easement, facilities, assurances, hereditaments, lying and situate at Mouza comprised under Mouza-Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3,5&12, under R.S. Dag No.383, under R.S. Khatian No.211, Being **Premises No.522/2, Kalikapur, Assesses No.31-109-06-7400-0, Kolkata – 700 099**, lying and situated within the local limit of the Kolkata Municipal Corporation under Ward No.109, Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District of South 24 Parganas herein after be referred to as the **“SAID PREMISES”**, more fully described in the **FIRST SCHEDULE** written hereunder.

AND WHEREAS the owner herein is seized and possessed of and otherwise well sufficiently entitle to as the sole and absolute owner free from all sorts of encumbrances, charges, attachment, lispensens, trusts, whatsoever and howsoever nature.

AND WHEREAS for considerable time the present Owner has been thinking for developing the said property in such manner as may yield greater advantages together with providing residential flats, Car Parking Space etc. for the intending dwellers for residential or commercial requirements but for paucity of funds and insufficient knowledge of construction could not materialized the same.

AND WHEREAS coming to know about the intention of the Owner of the said land the Developer **M/S.-ANILA CONSTRUCTION CO (PAN - AIDPD4689B)** sole Proprietorship concern, having its registered office at 70/2, Hederhat, kalikapur, Police Station - Purba Jadavpur, Kolkata -700 099 and represented by its sole proprietor, **BIBHUTI BHUSAN DAS (PAN - AIDPD4689B) & (AADHAAR NO. -3293 8835 4908)** son of LateBhupendra Nath Das ,by Nationality - Indian, by Faith - Hindu, by Occupation - Business, residing at p-42, Satabdi park, Mukundapur, Police Station - Purba Jadavpur, Kolkata -700 099, approached to the Owner with an offer to develop the said property as per the sanction plan as sanctioned by The Kolkata Municipal Corporation or any other competent authority at its own cost and expenses and in such a manner as to serve the purpose of the Owner in terms of its requirements and desires.

AND WHEREAS the developer has been informed by the Owner about the acceptance of the proposals for developing the said property of the owner by constructing G+III residential flats and car parking spaces on the said land and have proposed to the Developer herein upon making inspection and search become satisfied about the marketable title of the said Owner and the Developer has agreed with the proposal of the Owner under certain terms and conditions containing as follows for the said new construction on the said land as per the sanctioned plan as sanctioned by the Kolkata Municipal Corporation or any other competent authority and the parties herein final entering in to this Development Agreement with certain terms and condition as settled by and between the parties hereto for the said new building on the said Land more fully and particularly mentioned and described in the First schedule herein after written.

AND WHEREAS To develop the said premises, the owners have entered into a Development Agreement dated 29.04.2024 with **M/S. ANILA CONSTRUCTION CO (PAN - AIDPD4689B)** sole Proprietorship concern, having its registered office at 70/2, Hederhat, kalikapur, Police Station - Purba Jadavpur, Kolkata -700 099 and represented by its sole proprietor, **BIBHUTI BHUSAN DAS (PAN - AIDPD4689B) & (AADHAAR NO. -3293 8835 4908)** son of LateBhupendra Nath Das ,by Nationality - Indian, by Faith - Hindu, by Occupation - Business, residing at p-42, Satabdi park, Mukundapur, Police Station - Purba Jadavpur, Kolkata -700 099 , as Builder/Developer , herein to construct one straight Three Storied Buildings on the said premises under certain terms and conditions mentioned therein and the said Development agreement was duly registered in the office of the District Sub Registrar-V at Alipur and recorded in Book No.1, C.D Volume No.1630-2024, Pages from 37944 to 37971, Being No. 163001402 for the year 2024.**(DEVELOPMENT AGREEMENT)**.

AND WHEREAS The owners herein have also executed one Development Power of Attorney dated 29.04.2024 in favour of the sa **M/S. ANILA CONSTRUCTION CO (PAN - AIDPD4689B)** sole Proprietorship concern, having its registered office at 70/2, Hederhat, kalikapur, Police Station - Purba Jadavpur, Kolkata -700 099 and represented by its sole proprietor, **BIBHUTI BHUSAN DAS (PAN - AIDPD4689B) & (AADHAAR NO. -3293 8835 4908)** son of LateBhupendra Nath Das ,by Nationality - Indian, by Faith - Hindu, by Occupation - Business, residing at p-42, Satabdi park, Mukundapur, Police Station - Purba Jadavpur, Kolkata -700 099,the Builder/ Developer herein delegating certain powers as mentioned in the said agreement and the said Development Power of Attorney was duly registered in the office of the District Sub Registrar-V at Alipur and recorded in Book No.-I, Volume No.1630-2024, Pages from 38040 to 38055 , Being No.-163001407 for the year 2024. **(DEVELOPMENT POWER OF ATTORNEY)**.

AND WHEREAS The said developer have obtained building plan/permit duly sanctioned by the Kolkata Municipal Corporation vide sanctioned and /or approved **B. S. Plan No.-2024120003 dated 01.04.2024** issued by the Kolkata Municipal Corporation, Borough-XII, the developer/builder, herein has commenced / started the construction of a straight Three storied residential building containing several self contained flats, car parking spaces, etc. at its own costs, initiation and efforts in the Building named and known as **"LIVE DURBA- II Premises No.522/2, Kalikapur Kolkata- 700 099. (SANCTIONED BUILDING PLAN/PERMIT)**.

SAID PREMISES- The Promoter/ Developer have undertaken development of said project by constructing Multi Storied Building/s containing various Apartments, units, commercial spaces, Car parking spaces to be developed in **ALL THAT** piece and parcel of bastu land measuring about 03 Cottchas 02 Chittacks 06 Sq.Ft. equivalent to 209.597 Sq.Mt. more or less **TOGETHER WITH** divided and demarcated proportionate impartible share of land and **ALSO TOGETHER WITH** the right of enjoyment with proportionate share in the common area, easement, facilities, assurances , hereditaments , lying and situate at Mouza

comprised under Mouza-Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3,5&12, under R.S. Dag No.383, under R.S. Khatian No.211, Being **Premises No.522/2, Kalikapur, Assesses No.31-109-06-7400-0, Kolkata –700 099**, lying and situated within the local limit of the Kolkata Municipal Corporation under Ward No.109 , Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District of South 24 Parganas herein after be referred to as the **“SAID PREMSIES”**, more fully described in the **FIRST SCHEDULE** written hereunder.

AND WHEREAS the Owner/Vendor agreed to sell and the purchaser/s agreed to purchase **ALL THAT** a Self contained independent complete **Flat No. -----** measuring a super built up area about ----- Sq.ft. (be the same a little more or less) on the ----- Floor, ----- side, **TOGETHER WITH** One Open/Covered Car Parking Space measuring an area about ----- Sq.ft. (be the same a little more or less) Bearing No. ----- **ALSO TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto under the project known and named as **“LIVE DURBA-II ” “being KMC Premises No.522/1, Kalikapur, Kolkata- 700 099** , Police station-Purba jadavpur , District - South 24 Parganas at or for a total consideration of Rs. -----/- (Rupees -----) only,herein after referred to as the **“SAID UNIT”**. (more fully and particularly described in the **SECOND SCHEDULE** written herein below and the said flat is more clearly shown and delineated in a map or plan bordered with **RED** annexed to this indenture.

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

1. The purchasers have verified all papers and documents and have fully satisfied themselves with the title of the said property.
2. The purchaser have satisfied about the materials used, craftsmanship, measurement of the unit and also about the construction of flat as per specification of the building visually / technically and will not raise any objection and or dispute in future unless serious defects occurs.
3. The purchaser will abide by the rules and regulations of the Deeshari Iris for peaceful and betterment use of the flat for residential purposes only and will not be entitled to use and allow the said flat to be used for any illegal or immoral purposes or for any other purpose which may cause annoyance or inconveniences to the other adjoining and neighboring flat owners and will not make any addition, alteration to the flat without written permission of the Owner/ Developer and also after getting the written approval

and or permission to be obtained from Kolkata Municipal Corporation at their own costs, initiation and effort. Similarly the flat owners shall not keep in parking place anything other than private Motor car /Motor cycle and shall not raise or put up any kutchra or pucca construction, grill wall/enclosure thereon or part thereof and shall keep it always open as before.

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

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of Rs. -----/- (Rupees -----) only paid by the purchaser/s to the Vendor (the receipt whereof the Vendor / Developer company doth hereby and also by the memo of consideration written hereunder admit and acknowledge) and of the payment of the same the Vendor /Developer Company for ever release, discharge and acquit the purchasers **ALL THAT** the said unit, more fully and particularly described in **SECONDSCHEDULE** hereunder and the said flat delineated in the Map or Plan annexed hereto bordered with **RED** color and the Vendor/ Developer Company doth hereby grant, sell, transfer, convey, assign and assure the said unit **TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto in the said building and **ALSOTOGETHER WITH** right of enjoyment with proportionate share in the common areas, easement, facilities, assurances, hereditaments etc., as mentioned in the **THIRD SCHEDULE**

hereunder and subject to proportionate share in the common liabilities as mentioned in the **FOURTH SCHEDULE** hereto and subject to all other terms and conditions as mentioned herein and in other schedule(s) unto and to the use of the purchasers **TO HAVE AND TO HOLD** the same absolutely free from all encumbrances attachment and charges lispendences, whatsoever and howsoever and all the right, title, interest, whatsoever of the purchaser into or upon the same or any part thereof **TOGETHER WITH** the benefit of full power and authorities to appear before the Kolkata Municipal Corporation for mutating the name of purchasers and to do or act any or all as may be necessary as fully and effectually as the purchasers could do in respect of the said unit hereby demised conveyed or any part portion thereof now are or at any time hereto form or situated, butted and bounded called known, numbered, described, distinguished **ALSO TOGETHER WITH** all sewers, drains, walls, yards, ways, paths, passages, water, water courses and all other rights, liabilities, privileges, easements, profits appendages and appurtenances whatsoever to the said unit or the said building and reversion or reversions remainder or remainders and the rent, issues and profit of and in connection with the said unit and all that estate, right, title, interest, property, claim and demand whatsoever of the company unto or upon the said unit and all other benefits and rights herein comprised and hereby granted, sold, conveyed, transferred, assign and assure or intended so to be and every part or parts thereof respectively **ALSO TOGETHER WITH** the right, liberties and appurtenances whatsoever in respect of said unit to and the unit of the purchaser free from all encumbrances, trusts, liens and attachments whatsoever **AND ALSO TOGETHER WITH** easements or quasi- easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said unit and other unit by the respective co-owners and / or occupants of the said building **TO HAVE AND TO HOLD** the said unit and all other benefits and rights hereby granted, sold, conveyed, transferred, assigned and assured and every part or parts thereof respectively absolutely and forever **SUBJECT TO** covenants and all subject to the purchasers regularly paying and discharging all taxes and impositions in respect of the said unit wholly and the common expenses of the project proportionately and all other outgoings in connection of the said unit wholly and those in connection with the common portion of the said building proportionately.

FIRST SCHEDULE

(Description of the Property)

ALL THAT piece and parcel of bastu land measuring about 03 Cottchas 02 Chittacks 06 Sq.Ft. equivalent to 209.597 Sq.Mt. more or less **TOGETHER WITH** divided and demarcated proportionate impartible share of land and **ALSO TOGETHER WITH** the right of enjoyment with proportionate share in the common area, easement, facilities, assurances, hereditaments, lying and situate at Mouza comprised under Mouza-Kalikapur, J.L.No.20, R.S.No.02, Touzi No.3,5&12, under R.S. Dag No.383, under R.S. Khatian No.211, Being **Premises No.522/2, Kalikapur, Assesses No.31-109-06-7400-0, Kolkata – 700 099**, lying and situated within the local

limit of the Kolkata Municipal Corporation under Ward No.109 , Police Station- Purba Jadavpur, A.D.S.R at Sealdaha within the District of South 24 Parganas , butted and bounded by-

- ON THE NORTH** : 20 feet wide Black top KMC Road
- ON THE SOUTH** : part of land premises No.522/3, Kalikapur.
- ON THE EAST** : land of Khageswar Mohanta & others.
- ON THE WEST** : part of land of Premises No.522/1, Kalikapur.

SECOND SCHEDULE

(Description of the Said Unit)

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

THIRD SCHEDULE

(Common rights, facilities and amenities)

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

1. Rider, beam and main supporting wall.
2. Lift, Lift Well and Lift Room.
3. Staircases, Passages, Landings, Lobbies, Compounds, ways, Paths and ingress and egress of the said building.
4. Roof and Staircase Room.
5. Pump Room, Electricity Meter Room, Pump, Septic Tank, Water Reservoir (overhead and underground).

6. Water Connections, Electricity Connections, Sewerage, Common Plumbing Installations, Common Electricity installations.
7. Roof Light, Passage Light, Stair Cases Light including Common Electrification of the said building.
8. The boundary wall and main gate of the said building.

FOURTH SCHEDULE

(Common Expenses)

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

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

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

SIGNED, SEALED AND DELIVERED by the OWNER/VENDOR

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

OWNER/VENDOR

SIGNED, SEALED AND DELIVERED by the DEVELOPER

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

DEVELOPER

SIGNED AND ACCEPTED by the PURCHASER

At Kolkata in the presence of: -

WITNESSES: -

1)

2)

PURCHASER

Drafted by: -

Computer print by :-

MEMO OF CONSIDERATION

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

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

WITNESSES :-

1)

2)

VENDOR/DEVELOPER