

DRAFT DEED – DEESHARI PALM VILLA

DEED OF CONVEYANCE

THIS INDENTURE made this day of , 20

M/S. MEGACITY SERVICES PRIVATE LIMITED (PAN-----) a Private limited Company within the meaning of the Companies Act, 2013 having its registered office and principle of business at 70, Lake East 6th Road, Santoshpur, Police Station - Survey Park, Kolkata -700075 duly represented by its Director **MRINMAYEE NASKAR (PAN No-ADLPN4548E) & (AADHAR No-8459 3032 4033)**, wife Avijit Naskar by Nationality -Indian, by faith - Hindu by occupation - Business residing at -70 Lake East 6th Road Santoshpur, Police Station - Survey Park , Kolkata -700075, by its constituted attorney **M/S.DEESHARI PROJECTS PRIVATE LIMITED (PAN-AAJCD7578A)** a Private Limited Company within the meaning of the Companies Act, 2013 having its registered office and principle of business at 70, Lake East 6th Road, Santoshpur, Police Station - Survey Park, Kolkata -700075 represented by its Director **AVIJIT NASKAR (PAN No. -ACHPN 3527G), (AADHAR No 3673-8280-9703)**

son of Sri Jay Ram Naskar, by Nationality Indian, by faith - Hindu by Occupation - Business residing at -70 Lake East 6th Road Santoshpur, Police Station - Survey Park , Kolkata -700075, hereinafter referred to as virtue of a registered development power of attorney dated -----duly registered in the office of -----and recorded in Book No.----- Volume No.-----, Pages from-----to -----, Being No.-----for the year 2023, hereinafter referred to as "OWNER/VENDOR " (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, representative, successors in office, successor-in -interest and assigns) of the **FIRST PART**;

AND

. **M/S.DEESHARI PROJECTS PRIVATE LIMITED (PAN-AAJCD7578A)** a Private Limited Company within the meaning of the Companies Act, 2013 having its registered office and principle of business at 70, Lake East 6th Road, Santoshpur, Police Station - Survey Park, Kolkata -700075 duly represented by its Director **Mr. AVIJIT NASKAR (PAN No. -ACHPN 3527G), (AADHAR No 3673-8280-9703) (DIN -00623167)** ,son of Sri Jay Ram Naskar, by Nationality Indian, by faith - Hindu by Occupation - Business residing at -70 Lake East 6th Road Santoshpur, Police Station - Survey Park , Kolkata -700075, hereinafter referred to as "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, representative, successors in office, successor-in -interest 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/S** (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**.

WHEREAS MEGACITY SERVICES PRIVATE LIMITED is the recorded owner of **ALL THAT** piece and parcel of total land measuring an area about 280 decimals (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, Touzi Nos 1062 & 2434, R. .S No. 170, R.S (Hal) Khatian Nos. 143, 227, 96,149, 219 & 267 corresponding to L.R Khatian Nos 922,144, 300, 102/2, 605/1, 963/1, 1027/2,341/1, 847, 903, 861,380, 1027/2, 473/1, 586/1, 631,537, 187, & 954, (**New L.R.Khatian No.1277**) forming part of R.S & L.R Dag Nos. 532, **533, 534,535, 538 & 540**, with in the local limit of Banhooghly No 1 Gram Panchayet, Being **Holding No 620, Hogolkuria**, Additional District Sub Registrar at Sonarpur Police Station- Sonarpur within the District of South 24 Parganas.

AND WHEREAS By one Bengali Registered Deed of Conveyance dated 30th April, 2013 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land admeasuring an area about 16.5 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67 R.. S. No 170, Touzi No.1062, R. .S Khatian No 143 corresponding to L. R. Khatian No. 922, forming part of R. S. & L. R. Dag No. 533, under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No Gram Panchayet, Additional District Sub Registrar at Sonarpur, Police Station Sonarpur, District- South 24 Parganas from one Sri Sudhir Chandra Mondal & Others against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur, and recorded in Book No.1, C.D Volume No.11 , Pages- from 4154 to 4167 , Being No. 05060 for the year 2013 .

AND WHEREAS By another Bengali Registered Deed of Conveyance dated 14th March, 2013 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land admeasuring an area about 07 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R..S No 170, Touzi No. 2434, R.. S Khatian No 227 corresponding to L. R. Khatian Nos . 144 & 300, forming part of R. S. & L. R. Dag No. 540, under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas from one Sri Ramjan Ali Piyada & others against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No.1, C.D Volume No.8 Pages- from 1441 to 1454, Being No. 03229 for the year 2013.

AND WHEREAS By another Bengali Registered Deed of Conveyance dated 14th March 2013, M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land admeasuring an area about 18.5 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R .S No 170, Touzi No. 2434 , R. S Khatian No 143 corresponding to L. R. Khatian No. 861, forming part of R. S. & L. R. Dag No 533 , under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas from one Sri Subodh Makal & others against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur, and recorded in Book No.1, C. D Volume No.8, Pages- from 1410 to 1423 , Being No.03232 for the year 2013 .

AND WHEREAS By another Bengali Registered Deed of Conveyance dated 14th March, 2013 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land admeasuring an area about 37 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R .S No 170, Touzi No. 2434, R. S Khatian No. 267 corresponding to L. R. Khatian Nos . 847 & 903, forming part of R. S. & L. R. Dag No 538, under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas from one Sri Ramjan Ali Piyada & others against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No.1, C.D Volume No.8 , Pages- from 1424 to 1440, Being No.03231 for the year 2013 .

AND WHEREAS By another Bengali Registered Deed of Conveyance dated 16th July, 2014 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land admeasuring an area about 48 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R .S No 170, Touzi No. 2434 R. S Khatian Nos. 96 & 219 corresponding to L. R. Khatian Nos. 102/2, 605/1, 963/1 & 1027/2 , forming part of R. S. & L. R. Dag Nos. 534 & 532, under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No Gram Panchayet, Additional District Sub Registrar at Sonarpur District- South 24 Parganas from one Sri Bhakta Chandra Bodhak alias Bhakta ram Bodhak against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the

Additional District Sub Registrar at Sonarpur, and recorded in Book No.1, C. D Volume No.15, Pages- from 2607 to 2624, Being No .07351 for the year 2014 .

AND WHEREAS By another Bengali Registered Deed of Conveyance dated 26th November, 2014 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land admeasuring an area about 66 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R. .S No 170, Touzi No. 1062 R. S Khatian No. 96 corresponding to L. R. Khatian No. 341/1, forming part of R. S. & L. R. Dag No 534, under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas from one Sri Debashis Majumder against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No.1, C.D Volume No.24, pages- from 1771 to 1785, Being No.11453 for the year 2014 .

AND WHEREAS By another Bengali Registered Deed of Conveyance dated 17th October, 2014 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land admeasuring an area about 24.76 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67 , R..S No 170, Touzi No. 2434 R..S Khatian No. 219 corresponding to L. R. Khatian No. 380 & 1027/2 , forming part of R. S. & L. R. Dag No. 532, under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas from one Smt Aloka Makal, Sri Sankar Makal, Dibakar Makal, Bhaskar Makal, Kinkar Makal, Dipendu Makal, Gautam Makal against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No.1, C.D Volume No. 22, Pages- from 2963 to 2981, Being No. 10445 for the year 2014 .

AND WHEREAS By another Bengali Registered Deed of Conveyance dated 17th December, 2014 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land admeasuring an area about 06 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67 , R. .S No 170, Touzi No. 2434 R. S Khatian No. 219 corresponding to L. R. Khatian No. 473/1, forming part of R. S. & L. R. Dag No 532, under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No Gram Panchayet, Additional District Sub Registrar at Sonarpur District South 24 Parganas from one Sri Bhuban Mal, Jibananda Mal, Smt Laxmi

Mondal, against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No.1, C.D Volume No.25, Pages- from 1336 to 1350, Being No.11985 for the year 2014 .

AND WHEREAS By another Bengali Registered Deed of Conveyance dated 22nd January, 2015 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land admeasuring an area about 21 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R..S No 170, Touzi No. 1062, R. S Khatian No 143 corresponding to L. R. Khatian No 586/1, forming part of R. S. & L. R. Dag No. 533, under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No Gram Panchayet, Additional District Sub Registrar at Sonarpur District- South 24 Parganas from one Sri Bablu Kayal, Kusum Bala Kayal, Khokon Kayal, Pradip Kayal, Maya Rani Kayal, Kartick Kayal, Malapati Naiya, Draupadi Kayal, Sandha Pramanick, Pulak Kayal, Mamoni Kayal alias Rinku Kayal, Sujata Kayal, Ashim Kayal against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No.1, C. D Volume No.1 , Pages- from 4619 to 4639 , Being No. 00339 for the year 2015.

AND WHEREAS By another Bengali Registered Deed of Conveyance dated 3rd July, 2018 M/s Megacity Services Private Limited purchased **ALL THAT** piece and parcel of land admeasuring an area about 39 decimal (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, R.. S No 170, Touzi No. 2434 R. S Khatian No 149 corresponding to L. R. Khatian No 631, 537, 187 & 954, forming part of R. S. & L. R. Dag No. 535 , under Police Station- Sonarpur, with in the local limit of Bonhooghly 1 No Gram Panchayet, Additional District Sub Registrar at Sonarpur, District- South 24 Parganas from one Sri Bhola Nath Bag, Balai Chand Bag alias Balai Chandra Bag, Komal Bag alias Komal Chandra Bag, Subal Chandra Bag, against a valuable consideration mentioned therein and the said deed of conveyance was duly registered in the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No.1, C. D Volume No.1 , Pages- from 4619 to 4639 Being No. 3560 for the year 2018.

AND WHEREAS while seized and possessed of the aforesaid land , the said Megacity Services Apartments Private limited have mutated its name in the record of concerned Block Land & Land Revenue Office at Sonarpur and obtained L. R Khatian No. 1277 and also have mutated its name in the records of Banhooghly 1 No Gram Panchayet and have obtained **Holding No. 620, Hogolkuria**, District South 24 Parganas and were paying taxes regularly relating to the Land .(**BL &LRO MUTATION**)

AND WHEREAS the said Megacity Services Private Limited have converted its land from shali to bastu commercial from the concerned Block Land and Land Reforms Office vide Memo No.-----dated-----(**CONVERSION OF LAND**) .

AND WHEREAS the said Megacity Services Private limited became the recorded owner of **ALL THAT** piece and parcel of total land measuring an area about 280 decimals (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, Touzi Nos 1062 & 2434, R. .S No. 170, R.S (Hal) Khatian Nos. 143, 227, 96,149, 219 & 267 corresponding to L.R Khatian Nos 1277 forming part of R.S & L.R Dag Nos. 532, 533, 534,535, 538 & 540, with in the local limit of Banhooghly No 1 Gram Panchayet, Being **Holding No 620, Hogolkuria**, Additional District Sub Registrar at Sonarpur Police Station- Sonarpur within the District of South 24 Parganas.

AND WHEREAS the Megacity Services Private Limited now desire to develop **ALL THAT** piece and parcel of total land measuring an area about 280 decimals (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, Touzi Nos 1062 & 2434, R. .S No. 170, R.S (Hal) Khatian Nos. 143, 227, 96,149, 219 & 267 corresponding to L.R Khatian Nos 1277 forming part of R.S & L.R Dag Nos. 532, 533, 534,535, 538 & 540, with in the local limit of Banhooghly No 1 Gram Panchayet, under the project known and named as "**DEESHARI PALM VILLA**" at **Holding No 620, Hogolkuria**, Additional District Sub Registrar at Sonarpur Police Station- Sonarpur within the District of South 24 Parganas, herein after be referred to as the "**SAID LAND**", more fully described in the **FIRST SCHEDULE** written hereunder through this instant agreement.

AND WHEREAS the owner have obtained a building Plan vide Building Plan/Permit No.-----
-----and also revised/renewal Plan/Permit No.-----dated -----duly
sanctioned by the Zilla Parishad, South Twenty Four Parganas to construct the proposed
building/s on the said land. **(SANCTIONED BUILDING PLAN)**

AND WHEREAS the Owner and the Developer have entered into a Development agreement dated ---
-----,2022 duly registered at the office of ----- and recorded in Book No-----
-----, CD Volume No.-----, pages from to -----, Being No.-----
for the year -----. **(DEVELOPMENT AGREEMENT)**.

AND WHEREAS the Owner has executed a Development Power of Attorney in favour of .
M/S.DEESHARI PROJECTS PRIVATE LIMITED (PAN-AAJCD7578A) a Private Limited
Company within the meaning of the Companies Act, 2013 having its registered office and
principle of business at 70, Lake East 6th Road, Santoshpur, Police Station – Survey Park,
Kolkata -700075 duly represented by its Director **Mr. AVIJIT NASKAR (PAN No. -ACHPN
3527G), (AADHAR No 3673-8280-9703) (DIN -00623167)** ,son of Sri Jay Ram Naskar, by
Nationality Indian, by faith – Hindu by Occupation – Business residing at -70 Lake East 6th
Road Santoshpur, Police Station – Survey Park , Kolkata -700075,District South 24 Parganas in
respect of the said project which was duly registered in the Office of the-----at -----
- and recorded in Book No.-----, Volume No.-----, pages from ----- to -----
-- ,Being No.160408276 for the year 2022. **(DEVELOPMENT POWER OF ATTORNEY)**.

AND WHEREAS the Project “**DEESHARI PALM VILLA** ” is registered under West Bengal Real
Estate Regulatory Authority under **WBRERA vide Registration No. -----dated -----**.

AND WHEREAS the developer in accordance to the sanctioned Building Plan/Permit No.-----
----- dated -----& revised/renewal Plan/Permit No.-----dated -----issued
by the Zilla Parishad, South Twenty Four Parganas, have constructed BUILDING containing
various Residential Apartmets, ROW Houses, DUPLEX Houses, Independent Bungalows , Commercial
spaces and car parking Spaces on **ALL THAT**piece and parcel of total land measuring an area
about 280 decimals (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, Touzi Nos
1062 & 2434, R. .S No. 170, R.S (Hal) Khatian Nos. 143, 227, 96,149, 219 & 267 corresponding to
L.R Khatian Nos 1277 forming part of R.S & L.R Dag Nos. 532, 533, 534,535, 538 & 540, with

in the local limit of Banhooghly No 1 Gram Panchayet, under the project known and named as "DEESHARI PALM VILLA" at Holding No 620, Hogolkuria, Additional District Sub Registrar at Sonarpur Police Station- Sonarpur within the District of South 24 Parganas (herein after referred to as the "SAID PREMISES") more fully described in the **FIRST SCHEDULE** written hereunder. .

AND WHEREAS the Owner/ Developer have 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 "**DEESHARI PALM VILLA** " at **Holding No.620, HOOLKURIA**, Police station- Sonarpur 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 kutcha 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 concerned WBSEDCL/ 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 Concerned Municipality/ Gram Panchayet for mutation of the unit in his/her / their names.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of Rs. -----/- (Rupees -----) only paid by the purchaser/s to the Vendor (the receipt whereof the Vendor / Developer company doth hereby and also by the memo of consideration written hereunder admit and acknowledge) and of the payment of the same the Vendor /Developer Company for ever release, discharge and acquit the purchasers **ALL THAT** the said unit, more fully and particularly described in **SECOND SCHEDULE** hereunder and the said flat delineated in the Map or Plan annexed hereto bordered with **RED** color and the Vendor/ Developer Company doth hereby grant, sell, transfer, convey, assign and assure the said unit **TOGETHER WITH** undivided proportionate impartible and indivisible share of land underneath thereto in the said building and **ALSO TOGETHER WITH** right of enjoyment with proportionate share in the common areas, easement, facilities, assurances, hereditaments etc., as mentioned in the **THIRD SCHEDULE** hereunder and subject to proportionate share in the common liabilities as mentioned in the **FOURTH SCHEDULE** hereto and subject to all other terms and conditions as mentioned herein and in other schedule(s) unto and to the use of the purchasers **TO HAVE AND TO HOLD** the same absolutely free from all encumbrances attachment and charges lispences, whatsoever and howsoever and all the right, title, interest, whatsoever of the purchaser into or upon the same or any part thereof **TOGETHER WITH** the benefit of full power and authorities to appear before the Kolkata Municipal Corporation for mutating the name of

Purchaser/s 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** 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 total land measuring an area about 280 decimals (more or less), comprised under Mouza- Hogolkuria, J. L. No. 67, Touzi Nos 1062 & 2434, R. .S No. 170, R.S (Hal) Khatian Nos. 143, 227, 96,149, 219 & 267 corresponding to L.R Khatian Nos 1277 forming part of R.S & L.R Dag Nos. 532, 533, 534,535, 538 & 540, with in the local limit of Banhooghly No 1 Gram Panchayet, under the project known and named as "**DEESHARI PALM VILLA**" at **Holding No 620, Hogolkuria**, Additional District Sub Registrar at Sonarpur Police Station- Sonarpur within the District of South 24 Parganas, butted and bounded by-

ON THE NORTH

ON THE SOUTH

ON THE EAST

ON THE WEST

SECOND SCHEDULE
(Description of the Said Unit)

ALL THAT self contained, independent, finished **FLAT No.** ----- on ----- Floor, ----- side measuring a super built up area of ----- Sq.ft. (be the same a little more or less), consisting of ----- Bed Rooms, ----- Living / Dining Room, ----- Kitchen, -----Toilets and ----- Balcony, at Block-1 **TOGETHER WITH** One Open /Covered Car Parking Space, measuring an area about ----- 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 **“DEESHARI PALM VILLA “ Holding No.620, Hogolkuria, Police station- Sonarpur , District - South 24 Parganas.**

THIRD SCHEDULE
(FACILITIES & AMENITIES)

1. Passages, compounds, ways, paths and ingress and egress of the said building /apartment/unit as well as project.
2. Pump room electricity meter room, guard/caretaker room, toilet, pump, septic tank, water reservoir (overhead and underground).
3. Water connection, electricity connection, sewerage, common plumbing installations, common electricity installations.
4. Passage light, Common Electrification of the said building /apartment/ unit as well as project.
5. The boundary wall and main gate of the said building as well as project.
6. . Pavers Road.
7. Intercom Facilities.
8. Security Services.
9. Power Back Up.
10. Community Space.

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 **"DEESHARI PALM VILLA "** and also the boundary wall of the said building as well as said project.
2. All proportionate costs of maintaining passages, compounds, common toilet, of the said building/ apartment/unit as well as th project.
3. All proportionate cost and expenses for maintaining, repairing and replacing the passage light, compound light, and all common electrical fittings and installation of the said building/apartment/unit 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 /apartment/unit as well as said project .
5. The salaries of Jamaders, Caretakers, Plumbers, Electricians, Guards, Men employed for water treatment, sewerage treatment, intercom facilities and other service providers of **"DEESHARI PALM VILLA "** 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 **"DEESHARI PALM VILLA"** to be borne by the purchasers proportionately with others.

7. That If any charges for insuring the said building/apartment/unit against earthquake, fire, flood, rioting, lightning etc. to be borne by the purchaser/s.
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. Maintenance charges @ Rs. -----/- per sq.ft. /month to be calculated on the area of the said unit as described in Second Schedule herein above, payable to Deeshari Projects Private Limited (Developer) for a initial period of ----- year from the date of official possession of the said unit. After expiry of the said period, the Developer shall fix the maintenance charges with mutual understanding and/or negotiation with the purchaser/s and the purchasers shall pay the same till the owners association of the said project is formed. If any flat owner fails to pay maintenance charges for consequently for six months the Developer reserve the right to adjust the maintenance charges receivable from the corpus deposit for which the defaulting flat owner shall not dispute. After formation of such owners association, the DPPL shall handover the responsibility of maintenance of the said project to the said association.
10. Corpus Deposit shall be paid by the purchasers @ Rs. ----- per Sq.ft. to be calculated on the area of the said unit, which is refundable to the association without any interest.
11. 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: -

(BIBHAS KUMAR GHOSH)
Advocate, High Court Calcutta
Reg. No. WB/733/1995

Computer print by :-

(MONOJ NASKAR)
70, Lake East 6th Road,
Santoshpur, Kol-75.

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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WITNESSES :-

1)

2)

VENDOR / DEVELOPER