

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON THIS THE
DAY OF _____, 2024 (TWO THOUSAND AND TWENTY
FOUR) ANNO DOMINI.

PACIFIC CONSTRUCTION

Proprietor

B Y

(1) SRI PARTHA MONDAL (PAN: BGUPM 4393 M), son of Sri Bipul Mondal, by Occupation Business, by religion Hindu, by Nationality - Indian, residing at 153 Subhash Pally, Garia, Post Office Garia, Police Station Bansdroni (previously Regent Park), Kolkata 700084, District South 24 Parganas; (2) SRI BIJOY GHOSH (PAN ADYPG 4138 B), son of Late Lal Mohan Ghosh, by religion Hindu, by Occupation business, residing at C/9 Raj Narayan Park, Boral, Police Station Formerly Sonarpur now Narendrapur, Kolkata 700154, Post Office Boral, District South 24 Parganas; (3) SM. MADHABI MITRA (PAN GXVPM 0338 F), wife of Late Tarun Mitra, a homemaker, by religion Hindu, by Nationality Indian, residing at Uttar Sripur, Boral, Rajpur Sonarpur Municipality, Police Station Formerly Sonarpur now Narendrapur, Kolkata 700154, Post Office Boral, District South 24 Parganas; (4) SRI AJAY KUMAR MITRA ALIAS AJAY KR MITRA (PAN CNKPM 9966 N), son of Late Tarun Mitra, by occupation Service, by religion Hindu, by Nationality Indian, residing at Uttar Sripur, Boral, Rajpur Sonarpur Municipality, Police Station Formerly Sonarpur now Narendrapur, Kolkata 700154, Post Office Boral, District South 24 Parganas; (5) SRI BIJOY MITRA (PAN (BEWPM 0800 M), son of Late Tarun Mitra, by occupation Service, by religion Hindu, by Nationality Indian, residing at Uttar Sripur, Boral, Rajpur Sonarpur Municipality, Police Station Formerly Sonarpur now Narendrapur, Kolkata 700154, Post Office Boral, District South 24 Parganas; (6) SMT RUPA DAS (PAN CTDPD 0675 G), daughter of Late Tarun Mitra alias Tarun Kumar Mitra, wife of Sri Swapan Kumar Das, a homemaker, by religion Hindu, by Nationality Indian, residing at Uttar Sripur, Boral, Rajpur Sonarpur Municipality, Police Station Formerly Sonarpur now Narendrapur, Kolkata 700154, Post Office Boral, District South 24 Parganas; AND (7) SMT. BULA DASGUPTA ALIAS JAYANTI MITRA (PAN BUQPD 9920 D), Wife of Sri Manik Dasgupta, Daughter of Late Sachindra Nath Mitra, a homemaker, by religion Hindu, by Nationality Indian, residing at Laskarpur Dakshin Lenin Nagar, Police Station Formerly Sonarpur now Narendrapur, Kolkata 700154, Post Office Laskarpur District South 24 Parganas, hereinafter called and referred to as the “ LAND OWNERS” (which term or expression shall unless excluded by or

repugnant to the context shall mean and include his heir/s, successor/s, executor/s, administrator/s, legal representative/s and person/s, deriving title under him) of the FIRST PART, and being represented by their Constituted Attorney namely PACIFIC CONSTRUCTION, a Sole Proprietorship Concern, having its Office at 395, Boral Main Road, Garia, Kolkata - 700084, Post Office : Garia, Police Station Bansdroni (previously Regent Park) District : South 24 – Parganas, being represented by it's Sole Proprietor SRI BIJOY GHOSH (PAN : ADYPG 4183 B), son of Late Lal Mohan Ghosh, by religion Hindu, by nationality Indian, by occupation Business, residing at C/9, Rajnarayan Park, Boral, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata – 700154, District South 24 Parganas, by virtue of a Development Power of Attorney dated 27.07.2023, which was duly registered at the Office of the Additional District Sub Registrar at Garia and recorded in Book No. I, Volume No. 1629-2023, from 101470 to 101498 Pages and being Deed No. 162903674 for the year 2023.

AND CONFIRMED BY

PACIFIC CONSTRUCTION, a Sole Proprietorship Concern, having its Office at 395, Boral Main Road, Garia, Kolkata - 700084, Post Office : Garia, Police Station Bansdroni (previously Regent Park) District : South 24 – Parganas, being represented by it's Sole Proprietor SRI BIJOY GHOSH (PAN : ADYPG 4183 B), son of Late Lal Mohan Ghosh, by religion Hindu, by nationality Indian, by occupation Business, residing at C/9, Rajnarayan Park, Boral, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata – 700154, District South 24 Parganas, hereinafter called & referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successor-in-office, administrators, legal representatives and assigns) of the SECOND PART.

TO AND IN FAVOUR OF

, hereinafter jointly called and referred to as the PURCHASER/S (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assignees etc.) of the THIRD PART.

WHEREAS one Haripada Naskar was the sole and absolute Owner and Possessor of ALL THAT the piece and parcel of land measuring about 16 (Sixteen) Decimals, lying and situate at District South 24 Parganas, Police Station Narendrapur (previously Sonarpur), Additional District Sub Registrar at Garia (previously Sonarpur), Mouza Sripur Bagherghole, Touzi No. 1, J.L No 59, R.S. No 172, appertaining to C.S./ R.S Khatian No. 848, comprised in C.S./R.S. Dag No 276 and seized and possessed the same solely and absolutely and without any disturbances and / or hindrances from any corner.

AND WHEREAS while seized and possessed of the said Property, the said Haripada Naskar, on receipt of a fair consideration amount, sold and / or conveyed ALL THAT the above mentioned Property, to and in favour of one Usha Rani Ghosh (wife of Sri Kalipada Ghosh), by virtue of execution and registration of a Deed of Sale (Bengali Kobala Dalil) executed on 12.06.1969. The said Deed has been registered at the Office of the District Sub Registrar at Alipur and recorded in Book No. I, Volume No. 86, from 130 to 133 Pages and Being No. 2605 for the year 1969.

On and from the date of purchase of the said property, the said Usha Rani Ghosh became the sole and absolute Owner and Possessor of the above mentioned Property and also started to possess and enjoy the same solely and absolutely without any disturbance and/ or hindrance from anybody and while seized and possessed of the same, the Usha Rani Ghosh, on receipt of a fair consideration amount, sold and / or conveyed a portion of Land measuring about 08 (Eight) Decimal, from the Southern Side, out of the entire Property as mentioned above, to and in favour of one Fani Bhusan Sarkar.

Hence, after selling out the said Property, the said Usha Rani Ghosh has become the sole and absolute owner and possessor of the remaining portion of Land measuring about 08 (Eight) Decimal which is equivalent to 04 (Four) Cottahs, 13 (Thirteen) Chittacks and 15 (Fifteen) Sq. Ft., and thereby started to possess and enjoy the said Property solely and absolutely and without any disturbances and / or hindrances from any corner.

AND WHEREAS while seized and possessed of the said Property, the said Usha Rani Ghosh, on receipt of a fair consideration amount, sold and / or conveyed ALL THAT the above mentioned Property, i.e., Land measuring about 08 (Eight) Decimal which is equivalent to 04 (Four) Cottahs, 13 (Thirteen) Chittacks and 15 (Fifteen) Sq. Ft., to and in favour of one Tarun Mitra alias Tarun Kumar Mitra (son of Late Sachindra Nath Mitra), by virtue of execution and registration of a Deed of Sale (Bengali Kobala Dalil) executed on 16.11.1970. The said Deed has been registered at the Office of the Registrar at Alipur and recorded in Book No. I, Volume No. 126, from 210 to 214 Pages and Being No. 4813 for the year 1970.

On and from the date of purchase of the said property, the said Tarun Mitra alias Tarun Kumar Mitra have started to possess and enjoy the same solely and absolutely without any disturbance and/ or hindrance from anybody and while seized and possessed of the same, the Tarun Mitra alias Tarun Kumar Mitra, out of his natural love and affection towards his mother, gifted and / or transferred Land measuring about 08 (Eight) Decimal which is equivalent to 04 (Four) Cottahs, 13 (Thirteen) Chittacks and 15 (Fifteen) Sq. Ft., to and in favour of his mother namely Smt. Laxshmi Rani Mitra alias Laxshmi Mitra, by virtue of execution and registration of the Deed of Gift (scripted in Bengali as Danpatra Dalil) dated 24.02.1977. The said Deed has been registered at the Office of the Registrar at Alipore and recorded in Book No. I, Volume No. 54, from 109 to 111 Pages and Being No. 1157 for the year 1977.

AND WHEREAS in pursuance of the said Deed of Gift, the said Smt. Laxshmi Rani Mitra alias Laxshmi Mitra became the sole and absolute Owner and Possessor of ALL THAT the piece and parcel of land measuring about 08 (Eight) Decimal which is equivalent to 04 (Four) Cottahs, 13 (Thirteen) Chittacks and 15 (Fifteen) Sq. Ft., lying and situated within the

District South 24 Parganas, Police Station Narendrapur (previously Sonarpur), Additional District Sub Registrar at Garia (previously Sonarpur), Mouza Sripur Bagherghole, Touzi No. 1, J.L No 59, R.S. No 172, appertaining to C.S./ R.S Khatian No. 848, corresponding to L.R. Khatian No. 1319, comprised in C.S./R.S. Dag No 276, corresponding to L.R. Dag No. 461, within the jurisdiction of the Rajpur Sonarpur Municipality under Ward No. 33 (previously 31) and seized and possessed the same solely and absolutely and without any disturbances and / or hindrances from any corner and thereby started to pay its taxes, rents and other payables to the Concerned Authorities regularly.

AND WHEREAS while seized and possessed the said Property, the said Smt. Laxshmi Rani Mitra alias Laxshmi Mitra, on receipt of a fair consideration amount, sold and / or conveyed ALL THAT the piece and parcel of Land measuring about 01 (One) Cottahs out of her entire Property, to and in favour of her near and dear one.

Hence, after selling out the said Property, the said Smt. Laxshmi Rani Mitra alias Laxshmi Mitra has become the sole and absolute owner and possessor of the remaining portion of Land measuring about 03 (Three) Cottahs, 13 (Thirteen) Chittacks and 15 (Fifteen) Sq. Ft., and thereby started to possess and enjoy the said Property solely and absolutely and without any disturbances and / or hindrances from any corner.

AND WHEREAS the said Smt. Laxshmi Rani Mitra alias Laxshmi Mitra died intestate on 17.11.1986, leaving behind her, her five sons namely Arun Kuamr Mitra, Barun Kumar Mitra, Tarun Mitra alias Tarun Kumar Mitra, Swapan Kuamr Mitra and Tapan Kuamr Mitra and two married daughters namely Basanti Rani Dutta (nee Mitra) and Jayanti Dasgupta alias Bula Dasgupta, as her only legal heirs and / or successors to inherit and / or succeed the properties as left by the deceased Laxshmi Rani Mitra alias Laxshmi Mitra.

It is to be mentioned here that the husband of the said Laxshmi Rani Mitra alias Laxshmi Mitra predeceased her since long.

Therefore, after the demise of the said Laxshmi Rani Mitra alias Laxshmi Mitra, the said Arun Kuamr Mitra, Barun Kumar Mitra, Tarun Mitra alias Tarun Kumar Mitra, Swapan

Kuamr Mitra and Tapan Kuamr Mitra, Basanti Rani Dutta (nee Mitra) and Jayanti Dasgupta alias Bula Dasgupta became the joint and absolute Owners and Possessors of the above mentioned Property by virtue of law of inheritance and seized and possessed of the same jointly and absolutely without any disturbances from any corner.

AND WHEREAS while seized and possessed the said Property jointly and absolutely, the said Arun Kuamr Mitra, Barun Kumar Mitra, Swapan Kuamr Mitra and Tapan Kuamr Mitra and Basanti Rani Dutta (nee Mitra), being the co-owners of the undivided and un-partitioned 5/7th share and interest of land measuring about 02 (Two) Cottahs, 11 (Eleven) Chittacks and 37 (Thirty Seven) Sq.Ft., out of the entire Property as mentioned above, on receipt of a fair consideration amount, sold and / or conveyed ALL THAT un-partitioned 5/7th share and interest of land measuring about 02 (Two) Cottahs, 11 (Eleven) Chittacks and 37 (Thirty Seven) Sq. Ft., out of the entire Property as mentioned above, to and in favour of one Bijoy Ghosh and Partha Mondal, by virtue of execution and registration of a Deed of Sale executed on 09.12.2013. The said Deed has been registered at the Office of the Additional District Sub Registrar at Sonarpur and recorded in Book No. I, Volume No. 28, from 3568 to 3593 Pages and Being No. 12685 for the year 2013.

On and from the date of execution and registration of the said Deed of Sale in respect of the said property, the said Tarun Mitra alias Tarun Kumar Mitra and Jayanti Dasgupta alias Bula Dasgupta have become the joint and absolute Owners and Possessors of ALL THAT the piece and parcel of land measuring about 03 (Three) Cottahs 13 (Thirteen) Chittacks and 15 (Fifteen) Sq. Ft., along with a temporary Tile Shed Structure measuring about 150 (One Hundred and Fifty) Sq. Ft., standing thereon, lying and situated within the District South 24 Parganas, Police Station Narendrapur (previously Sonarpur), Additional District Sub Registrar at Garia (previously Sonarpur), Mouza Sripur Bagherghole, Touzi No. 1, J.L No 59, R.S. No 172, appertaining to C.S./ R.S Khatian No. 848, corresponding to L.R. Khatian No. 1319, comprised in C.S./R.S. Dag No 276, corresponding to L.R. Dag No. 461, within the jurisdiction of the Rajpur Sonarpur Municipality under Ward No. 33, and thereby started to possess and enjoy the same jointly and absolutely without any disturbance and/ or hindrance from anybody and thereby they have jointly mutated their names in the books and records of

the Rajpur Sonarpur Municipality and the said property has been known and numbered as the Holding No.87, Uttar Sreepur Road, Kolkata – 700154 and thereby started to pay taxes, rents and other payables to the Concerned Authority.

During their such joint, absolute and peaceful possession and enjoyment of the said property, the said Tarun Mitra alias Tarun Kumar Mitra and Jayanti Dasgupta alias Bula Dasgupta being the Land Owners, for the purpose of better utilization of the property and to gain something more out of their property, have decided to raise a multi – storied building there on their First Schedule mentioned land property through the said Sri Bijoy Ghosh being the Sole Proprietor of M/S. PACIFIC CONSTRUCTION to raise a multi – storied building there on their First Schedule mentioned land property, under some specific terms and conditions, have entered into a Development Agreement dated 02.06.2014, which was duly registered at the Office of the Additional District Sub Registrar at Sonarpur and recorded in Book No. I and being Deed No. 05406 for the year 2014.

There-after, the said Tarun Kumar Mitra, Bula Dasgupta alias Jayanti Mitra, Bijoy Ghosh and Partha Mondal have also appointed and / or nominated the said Bijoy Ghosh being the Sole Proprietor of M/S. PACIFIC CONSTRUCTION, to act for them and /or on behalf of them, by virtue of execution and registration of the Development Power of Attorney dated 02.06.2014, which was duly registered at the Office of the Additional District Sub Registrar at Sonarpur and recorded in Book No. I, C.D. Volume No. 11, from 559 to 579 Pages and being Deed No. 05407 for the year 2014.

Subsequently, the said Tarun Mitra alias Tarun Kumar Mitra died intestate on 05.05.2021, leaving behind him, his widow wife namely Madhabi Mitra, two sons namely Ajay Kumar Mitra alias Ajay Kr Mitra, Bijoy Mitra and only married daughter namely Rupa Das, as his only legal heirs and / or successors to inherit and / or succeed the properties as left by the deceased Tarun Mitra alias Tarun Kumar Mitra.

It is to be mentioned here that the mother of the said Tarun Mitra alias Tarun Kumar Mitra i.e., Lakshmi Mitra predeceased him on 17.11.1986.

AND WHEREAS in the mean – time, the said Developer after execution and registration of the said Development Agreement and Power of Attorney for development, has applied to the Competent Authority of The Rajpur Sonarpur Municipality for getting necessary sanction plan for constructing a G + III storied building there on the said property and the Competent Authority of the Rajpur Sonarpur Municipality have sanctioned a Building Plan vide Approved Plan No. 37/CB/33/06 dated 13.06.2022.

AND WHEREAS, due to the demise of the said Tarun Mitra alias Tarun Kumar Mitra, the said Madhabi Mitra, Ajay Kumar Mitra alias Ajay Kr Mitra, Bijoy Mitra and Rupa Das, have also become the co- owners of the Schedule mentioned Property and for the same, they have executed and registered a Development Power of Attorney dated 29.05.2023, which was duly registered at the Office of the Additional District Sub Registrar at Garia and recorded in Book No. I, Volume No. 1629 - 2023, from 65415 to 65437 Pages and being Deed No. 162902426 for the year 2023.

AND WHEREAS due to some technical error and / or mistake, the Land owners herein named and the Developer Concern have jointly cancelled the said Developer Power of Attorney dated 02.06.2014, by virtue of execution and registration of the Cancellation of Development Power of Attorney duly executed on 27.07.2023, which was duly registered at the Office of the Additional District Sub Registrar at Garia and recorded in Book No. IV, Volume No. 1629 - 2023, from 1120 to 1139 Pages and being Deed No. 162900087 for the year 2023.

AND WHEREAS due to several of reasons, the said Madhabi Mitra, Ajay Kumar Mitra alias Ajay Kr Mitra, Bijoy Mitra and Rupa Das being the Land owners as well as the legal heirs of the deceased Tarun Mitra and the Developer Concern have jointly cancelled the said Developer Power of Attorney dated 29.05.2023, by virtue of execution and registration of the Cancellation of Development Power of Attorney duly executed on 27.07.2023, which was duly

registered at the Office of the Additional District Sub Registrar at Garia and recorded in Book No. IV, Volume No. 1629 - 2023, from 1176 to 1193 Pages and being Deed No. 162900088 for the year 2023.

Subsequently, to materialize the Project, the Madhabi Mitra, Ajay Kumar Mitra alias Ajay Kr Mitra, Bijoy Mitra and Rupa Das and the Developer Concerned have jointly executed a Development Power of Attorney dated 27.07.2023, which was duly registered at the Office of the Additional District Sub Registrar at Garia and recorded in Book No. I, Volume No. 1629-2023, from 101470 to 101498 Pages and being Deed No. 162903674 for the year 2023.

AND WHEREAS in the meantime, the Developer have decided to take booking by the intending Purchaser/s, out of the Developer's Allocation and getting knowledge about the decision of the Developer as also being desirous to purchase and book one *Self Sufficient Residential Flat*, along with all the common rights, facilities, amenities, liberties and liabilities together with the proportionate share and interest in the land under the building, the Purchasers herein named have inspected all the documents and papers and being satisfied with the right, title and interest of the Land Owners and the Authority of the Developer in respect of disposal of his allocation, the ALL THAT the Self Sufficient Residential Flat, being Flat No. , at the side of the Floor, measuring about () Sq. Ft., Super Built Up Area -- out of the G + III storied building, which is more fully described under Schedule 'C' below, at or for the total price and/or consideration of Rs. /- (Rupees Lakh) only.

Finding the proposal as an acceptable one, the Developer herein named has decided to sell out the above-mentioned *Self Sufficient Residential Flat*, constructed and lying on the plot of land as mentioned under the Schedule 'A' herein above and being known & numbered as the Holding No.87, Uttar Sreepur Road, Kolkata – 700154, Police Station Narendrapur (previously Sonarpur), Ward No. 34, out of the G + III storied building, which is more-fully described under the Schedule - "C" hereunder and shown in the annexed Plan by RED Border Line, to

and in favour of the Purchaser/s herein-named, at or for a lump sum price and/or consideration of Rs. /- (Rupees Lakh) only, together with the undivided proportionate share of land and premises along with all the easement rights, privileges and benefits as also the common facilities, amenities and rights as provided to all the Purchasers, subject to the stipulations and conditions to be followed and/or observed by the Purchaser herein along with the other co-owners of the said building. And for the same the Parties have entered into an Agreement for Sale and the Purchasers herein-named have started to pay the said consideration amount.

AND WHEREAS, after making arrangement of money towards payment of the residue portion of the settled consideration amount as also the required expenses for the purpose of execution and registration of the required Deed of Conveyance, the Purchaser/s herein named requested the Developer herein named to handover the possession of the said *Self Sufficient Residential Flat* and to execute the required Deed of Conveyance and to make the same registered to conclude the transaction, after receiving the residue portion of the settled consideration amount, on which the Developer concern herein named has agreed.

AND HENCE THIS DEED OF CONVEYANCE.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance to the said Agreement for Sale and in consideration of the said sum of Rs. /- (Rupees) only, well and truly paid by the Purchasers to the Developer on or before the execution of these presents as per Memo of Consideration attached herewith and the Developer herein, of and from the same and every part thereof does hereby acquit, release, exonerated and forever discharge the Purchasers as well as the said *Self Sufficient Residential Flat*, as more fully described in the Schedule -"C" hereunder written and every part thereof hereby sold A N D the Land Owners do hereby sell, grant, transfer, convey, assign and assure unto and in favour of the Purchasers herein, free from all sorts of encumbrances and the Developer do hereby confirm the said transfer of ALL THAT the Self Sufficient Residential Flat, being Flat No. at the side of the Floor, measuring about () Sq. Ft., Super Built Up

Area -- out of the G + III storied building, constructed & lying on the plot of land as mentioned under the Schedule 'A' herein above and being known & numbered as the Holding No.87, Uttar Sreepur Road, Kolkata – 700154 Police Station Narendrapur (previously Sonarpur), Ward No. 33, as more fully and particularly mentioned in the Schedule - "C" hereunder written ALONG WITH all easement and quasi-easement rights and benefits for the use and enjoyment of the said *Self Sufficient Residential Flat* TOGETHER WITH the right to use the common areas, facilities, amenities and installations and other fittings and fixtures in the said building as more-fully described in the Schedule-"D" hereunder written in common with all other Owners/Occupiers of the said building for the purpose of uninterrupted egress and ingress and for other beneficial use and enjoyment of the said land, building and premises (the *Self Sufficient Residential Flat*, as mentioned above, is more-fully and particularly shown in the Plan or Map annexed hereto and therein bordered with RED colour and hereinafter referred to as the "Said Unit"), free from all encumbrances, charges, liens, *lis pendens*, claims, demands, liabilities, acquisitions, requisitions, alignments and trust WHATSOEVER OR HOWSOEVER OTHERWISE the said Unit or *Self Sufficient Residential Flat* or Premises or any part thereof, now are or is hereafter or heretofore was or were situated, butted, bounded, called, known, numbered, described and/or distinguished TOGETHER WITH structures, walls, yards, paths, passages, court yards, ways, sewers, drains, water, water courses, lights, rights, liberties, privileges, easements, benefits, advantages and appurtenances whatsoever thereto or therewith usually held, used, occupied, enjoyed, reputed to know as part and parcel thereof or appurtenant thereto, the said land, premises or unit hereby sold, conveyed, transferred, assured and assigned UNTO AND TO the Purchasers herein and reversion or reversions, remainder or remainders and rents, issues and profits thereof and all estate, right, title, interest, inheritance, trust, use, possession, property, claim and demand whatsoever both at Law and in Equity of the Land Owners as also the Developer into, upon and every manner or condition of the said land, premises or unit hereby conveyed, transferred and assured unto and to the use of the Purchasers and every part thereof TOGETHER WITH all deeds, pattahs, muniments, writings, evidences of title and all other documents exclusively relating to

or concerning the said land, building, *Self Sufficient Residential Flat* and premises or any part thereof which now are or at any time hereafter shall or may be in the care, custody or power or possession of the Land Owners or the Developer or any person or persons from whom the Land Owners or the Developer or any other person/s from whom they can or may procure the same without any action or suit at Law or in Equity TO HAVE AND TO HOLD the said land, building, premises and *Self Sufficient Residential Flat*, more-fully described in the Schedule 'C' hereunder written and hereby sold, granted, transferred, conveyed, assigned or assured or expressed or intended so to be unto and to the use or benefit of the Purchasers herein, absolutely and forever as and when and for an absolute and indefeasible and perfect estate analogous thereto and without any manner or condition, use, trust or other things whatsoever to alter, defeat, encumber and make void the same A N D free from all encumbrances, charges, liens, claims, demands, liabilities, trust, acquisition, requisition and alignment/s whatsoever.

AND THE LAND OWNERS ALONG WITH THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS HEREIN AS FOLLOWS:-

a) That notwithstanding any act, deed, matter or thing whatsoever by the Land Owners and the Developer done or executed or knowingly suffered by them to the contrary, they lawfully, rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property hereby sold, granted, transferred and conveyed or expressed or intended so to be and every part thereof for a perfect and indefeasible and absolute title or estate of inheritance without any manner or condition, use, trust or things whatsoever to alter, defeat, encumber or make void the same.

b) That notwithstanding any such act, deed, matter or thing whatsoever as aforesaid, the Land Owners and the Developer have good right, full power and absolute authority or indefeasible title to sell, grant, transfer, convey, assign and assure the said property hereby sold, granted, transferred and conveyed or expressed and/or intended so to be unto and to the use of the Purchasers in the manner aforesaid.

c) That the said *Self Sufficient Residential Flat* and the undivided proportionate share or interest in the land comprised in the said premises is free from all charges, encumbrances, liens, *lis pendens* or any attachments whatsoever and that the said land, messuage and premises, as per the knowledge of the Land Owners and the Developer herein, is not subject to any litigation and there is no case, suit or proceeding is pending before any Court of Law against the said Unit and the said impartible, undivided and proportionate share or interest in the land comprised in the said premises.

d) That the Purchasers shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said property and/or unit hereby sold, granted or conveyed, subject to payment of proportionate costs and expenses for maintaining the said building and will be eligible to receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrances, claims or demands whatsoever by the Land Owners or the Developer or any person or persons having lawfully or equitably claiming any right, title and interest whatsoever from, under or in trust for them.

e) The Land Owners, along with the Developer and all persons having lawfully or equitably claiming any estate, right, title or interest whatsoever in the said property or any part thereof, from under or in trust for them and will from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchasers or their respective heirs and/or successors and/or assignees, make, do and execute or caused to be done and executed all such further and other lawful and reasonable acts, deeds, things and assurances whatsoever for further, better and more perfectly assuring and conveying the said property and every part thereof and the said impartible, undivided and proportionate share and interest in the land comprised in the said premises unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required.

f) That the Land Owners and the Developer shall and will at all times hereafter indemnify and keep the Purchasers indemnified of, from and against any and/or every types of losses and/or sufferings whatsoever the Purchasers may suffer in future for any type of action or any defect in the title of the Land Owners to the said property or for any encumbrances to which the said property is, can or may be the subject to.

g) That the said Premises is neither hit by the provisions of the Urban Land (Ceiling and Regulations) Act, 1976 nor the same is hit by the provisions of the Calcutta Thika Tenancy Act nor any notice for acquisition or requisition has ever been served upon the Land Owners.

AND FURTHER the Land Owners and the Developer do hereby covenant with the Purchasers that it shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and to have and to hold and enjoy the said *Self Sufficient Residential Flat*, including impartible, undivided and proportionate share in the land and premises and all the easement rights and that the Purchasers shall be entitled to sell, transfer, convey, lease out, let out or deal with or dispose of the said property including the undivided proportionate share of land and premises to any other person, at any price as may be decided by the Purchasers, which they shall deem proper AND ALSO without any interruption, disturbances, claims or demands from or by the Land Owners or the Developer or any other person or persons claiming through, under or in trust for them but must be along with all the covenants, liabilities and responsibilities as set-forth in this document.

The Purchasers shall apply for and get their names mutated as the Owners in respect of the said *Self Sufficient Residential Flat*, in the books and records of the Rajpur Sonarpur Municipality and will may also obtain separate assessment of the said property or unit hereby sold.

THE PURCHASERS DO HEREBY COVENANT WITH THE LAND OWNERS AS ALSO THE DEVELOPER AS FOLLOWS:-

a) The Purchasers shall hold, occupy, own and enjoy the said undivided, proportionate and impartible share or interest of the land hereby sold and conveyed in common and inconsistent with the rights and interests of the Owners and/or Occupiers of other undivided shares in the said premises and all other persons lawfully entitled to the use of the common areas and facilities now exist or hereafter to be existed in the said premises and to pay proportionate share of maintenance cost of the common facilities and/or amenities to be used and enjoyed by the Purchasers.

b) The Purchasers do hereby undertake to pay the proportionate share of tax as assessed by the Competent Authority of the Rajpur Sonarpur Municipality, until the property sold under this Deed, is assessed separately and on and from that date onwards the Purchasers herein named will remain jointly liable and/or responsible for the payment of the same directly to the Competent Authority.

c) To keep the property sold under this instant Deed in good and reasonable condition.

d) The Purchasers shall not claim any right, title or interest excepting the property purchased by them.

e) The Purchasers shall become and remain member of the Association or Society to be formed in future.

f) The Purchasers shall observe and perform strictly the terms and conditions, bye-laws and rules and regulations of the Association/Society to be formed in future.

g) The Purchasers may use the property sold and conveyed for the purpose as required by them, but obviously without creating any obstruction towards the peaceful use and enjoyment of the respective property by the other Occupiers of the building and obviously with the proper permission and/or license from the Competent Authority and the Owners and/or Occupiers of the Other Part of the premises will have no right to oppose for anything in that respect illegally.

IT IS FURTHER AGREED BY AND AMONGST THE LAND OWNERS, DEVELOPER AND PURCHASERS AS FOLLOWS:-

a) That the undivided, proportionate share in the land of the said premises and the property hereby sold, transferred, conveyed, granted, assured and assigned unto and in favour of the Purchasers shall always remain impartible.

b) The Purchasers shall not throw or accumulate or allow to be thrown or accumulated any rubbish, tit-bits, night soils, etc., and various unused materials in the common areas, passages, except the place fixed for the same.

c) The Purchasers shall not create or permit to be created any annoyance or disturbance to the peaceful living of the other occupiers of the said premises but may do and/or perform

any needful and/or additional works for further protection and/or better enjoyment of their purchased portion or the approach towards that portion at their own cost and without creating any such disturbances to the common right of use of the other Owners and Occupiers of the premises.

d) Proportionate costs and expenses for maintaining, repairing, renovating and decorating etc., of the main structure and in particular main gate, drains, water pipes, electric wire, in, under or upon the said building enjoyed and used by the Purchasers in common with other Owners of the said building and also the entrance, passage, path ways, drive ways, boundary walls and compounds etc., of the said land, building and premises.

e) Proportionate costs of cleaning and lighting the passage, main entrance, drive ways and other common parts of the building as enjoyed and used with the other Owners commonly.

f) Proportionate share towards the salaries and wages of watch man, sweepers etc.

g) The Purchasers must not individually and without consulting with the other co-owners or other occupiers of the building, paint the outer portion of their property.

SCHEDULE 'A'
(TOTAL LAND PROPERTY)

ALL THAT the plot of land of about 03 (Three) Cottahs 13 (Thirteen) Chittacks and 15 (Fifteen) Sq. Ft., along with a temporary Tile Shed Structure measuring about 150 (One Hundred and Fifty) Sq. Ft., standing thereon, lying and situated within the District South 24 Parganas, Police Station Narendrapur (previously Sonarpur), Additional District Sub Registrar at Garia (previously Sonarpur), Mouza Sripur Bagherghole, Touzi No. 1, J.L No 59, R.S. No 172, appertaining to C.S./ R.S Khatian No. 848, corresponding to L.R. Khatian No. 1319, comprised in C.S./R.S. Dag No 276, corresponding to L.R. Dag No. 461, within the jurisdiction of the Rajpur Sonarpur Municipality under Ward No. 33, being known and numbered as the Holding No.87, Uttar Sreepur Road, Kolkata – 700154.

The property is butted and bounded by:

ON THE NORTH : Land under Dag No. 275;
 ON THE SOUTH : 24'-00" wide Municipal / Govt. Road;
 ON THE EAST : Land under Dag No. 276 (P);
 ON THE WEST : Land under Dag No. 274.

SCHEDULE 'B'
(THE BUILDING)

ALL THAT the G + III storied building, constructed as per the Building Plan vide Approved Plan No. 37/CB/33/06 dated 13.06.2022, consisting of several self-sufficient Units and other Spaces.

The name of the Building is “ ”.

No Lift facility in the building.

SCHEDULE 'C'
(THE FLAT AND ROOF COVERED CAR PARKING SPACE SOLD UNDER THIS DEED OF SALE)

ALL THAT the self – sufficient residential Flat, being, on the side of the Floor, measuring about (.....) Sq. Ft. super built – up area along with a Roof Covered Car Parking Space, on the side of the Ground Floor, measuring about (.....) Sq. Ft. out of the G + III storied Building, to be constructed at the Holding No.87, Uttar Sreepur Road, Kolkata – 700154, along with all other common facilities and amenities as set-forth in the Schedule 'D' hereunder, with the common liabilities as mentioned in Schedule 'E' hereunder with all other general, quasi easement and easement rights and liberties attached and due to the property under this Deed, coupled with the common and individual duties and liabilities.

SCHEDULE 'D'
(THE COMMON AREAS AND FACILITIES)

1. Boundary walls, parapet walls, common drain, sewerage system, roof and common spaces.
2. Common Staircase.
3. Underground water reservoir, septic tank, overhead tank.
4. Room for Electric Meter and Pump motor.
5. Main entrance gate from public road to the said proposed building.
6. Entrance passage of the building to be the common entrance from Public Road to proposed building.
7. Water connection pipe lines.
8. Common egress and ingress to the other parts of the said proposed building.

SCHEDULE 'E'
(COMMON EXPENSES)

- a) All costs and maintenance, whitewashing, repairing, decorating, painting, repainting, renovating and replacing the common parts and also the outer walls of the said building.
- b) Insurance premium for insuring the said building against earthquake, lightening, riot, damage etc.
- c) All charges and deposits for common electric meter and also the cost of getting individual meter for electricity connection and other statutory expenses.
- d) All litigation expenses for protecting the title of the said land and building.

IN WITNESS WHEREOF the Parties herein have set and subscribed their respective hands and signatures on the day, month and year above mentioned after going through the contents herein, understanding the meaning of the same and realizing the results thereof.

IN THE PRESENCE OF:

(1)

For self and As the Constituted Attorney of:

1. PARTHA MONDAL
2. MADHABI MITRA
3. AJAY KUMAR MITRA ALIAS AJAY KR MITRA
4. BIJOY MITRA
5. RUPA DAS AND

6. BULA DASGUPTA ALIAS JAYANTI MITRA
SIGNATURE OF LAND OWNERS _____

(2)

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER/S

Drafted and Prepared by:

Advocate
Alipore Judges' Court,
Kolkata – 700027.

R E C E I P T

RECEIVED from the within named Purchasers an amount of Rs. /- (Rupees
) only, as per the MEMO below:-

M E M O

<u>Cheque No.</u>	<u>Date</u>	<u>Bank and Branch</u>	<u>Amount</u>
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TOTAL : ... Rs. _____/-

(Rupees) only.

WITNESSES:-

(1)

SIGNATURE OF THE DEVELOPER

(2)

PACIFIC CONSTRUCTION



Proprietor