### **DEED OF CONVEYANCE**

THIS DEED OF CONVEYANCE IS MADE ON THIS THE DAY OF , 2023 (TWO THOUSAND AND TWENTY THREE) A.D.

PACIFIC CONSTRUCTION TANT

### <u>B</u> Y

(1) SMT. SHIPRA BOSE (PAN CLOPB 2029 M, AADHAAR NO. 3426 2844 0225), Widow of late Kedar Nath Basu alias Late Kedar Nath Bose, a Housewife; (2) SRI KUNTAL BOSE (PAN: CBZPB 0966 J, AADHAAR No. 5792 3541 9968), Son of late Kedar Nath Basu alias Late Kedar Nath Bose, by Occupation Service -- both are by religion Hindu, by Nationality - Indian, both are residing at Boral Majher Para, Post Office Boral, Police Station Formerly Sonarpur now Narendrapur, Kolkata 700154, District South 24 Parganas; (3) SMT. CHAMELI BOSE (PAN: BXYPB 7573 H), wife of Late Swapan Kumar Bose, by religion Hindu, a Housewife, by nationality Indian, residing at Boral, Majherpara, Post Office Boral, Police Station Formerly Sonarpur now Narendrapur, Kolkata - 700154, District South 24 Parganas; (4) SRI SOUMITRA BOSE (PAN AMZPB 8918 K), son of Late Swapan Kumar Bose, by religion Hindu, Nationality-Indian, a Self Employed Person, residing at Boral Majher Para, Post Office Boral, Police Station Formerly Sonarpur now Narendrapur, Kolkata 700154, District South 24 Parganas; (5) SMT. SOMA DATTA (PAN AKTPD O623 P), wife of Sri Debkumar Datta and also daughter of Late Tulsi Charan Bose, by religion Hindu, by Occupation Service, residing at 2/135, Sree Colony, Kolkata 700092, Post Office ..........., Police Station .........., District South 24 Parganas; (6) MRS. PRATIMA ROY CHOWDHURY (PAN .....), wife of Late Patit Paban Roy Chowdhury, also daughter of Late Tulsi Charan Bose, by religion Hindu, a Housewife, residing at 17N, Kalipada Roy Lane, Kasba, Kolkata 700031, Post Office ......, Police Station ....., District South 24 Parganas; (8) 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 AND (9) 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 jointly 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 their respective heirs, successors, executors, administrators, legal representatives and assignees) of the FIRST PART and being represented by their legally constituted Attorneys namely SRI BIJOY GHOSH, 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, being the Sole Proprietor of 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, (by virtue of execution of two Power of Attorney for Development (1) dated 11.03.2022, which has been registered at the Office of the Additional District Sub-Registrar at Garia and recorded in Book No. I, Volume No. 1629 - 2022, from 67776 to 67805 pages and being known and numbered as the Deed No.162901744 for the year 2022 and (2) dated 09.08.2014, which has been registered at the Office of the Additional District Sub-Registrar at Sonarpur and recorded in Book No. I, CD Volume No. 18, from 2421 to 2435 pages and being known and numbered as the Deed No.08427 for the year 2014).

### 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 and referred to as the

DEVELOPER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's successors – in – office, executors, administrators, legal representatives and assignees) of the SECOND PART.

### TO AND IN FAVOUR OF

(1) MS. / MR. / MRS. Daughter/son/ wife of Sri/ Late , by Nationality - Indian, by religion - Hindu, by occupation and residing at , Post Office , Police Station , Kolkata , District , hereinafter 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 his/ her /their respective heirs, successors, executors, administrators, legal representatives and assignees) of the THIRD PART.

WHEREAS One Joy Gopal Bose, Ram Gopal Bose, Nitya Gopal Bose, Chandra Kumar Bose, Jogendra Nath Bose and Kali Prassana Bose were joint owners in respect of their respective shares in land measuring about 2.14 acres lying and situated at Mouza Boral, Pargana Magura, Touzi No. 142, J.L No. 61, Revisional Survey Sheet no. 199, appertaining to R.S Khatian No. 219, comprising R.S Dag Nos. 597, 598, 599, 600, 601, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, within the District South 24 Parganas, Sub Registry office at Baruipur, then under Gram Panchayat Rishi Raj Narayan, now under ward No. 34 of Rajpur Sonarpur Municipality.

Subsequently the said Joygopal Bose died intestate leaving behind his three sons namely Lalit Mohan Bose, Moni Mohan Bose and Tulsi Charan Bose and it is pertinent to mention that the wife of said Joy Gopal Bose predeceased her husband. After the death of the said Joy Gopal Bose, his sons namely Lalit Mohan Bose, Moni Mohan Bose and Tulsi Charan Bose became the joint and absolute owners in respect of the share left by said Joy Gopal Bose in the above mentioned property.

Thereafter, the said Lalit Mohan Bose, son of late Joy Gopal Bose died intestate on 8th November 1974 leaving behind his only son Swapan Kumar Bose as his sole legal heir and wife of said Lalit Mohan Bose predeceased her husband and said Swapan Kumar Bose died intestate on 7th January 2014 leaving behind his wife Smt. Chameli Bose and one son namely Sri Soumitra Bose and one Daughter Smt. Soma Datta, wife of Mr. Deb Kumar Datta, as his only legal heirs in respect of his share which he has derived from his father.

AND WHEREAS the said Moni Mohan Bose, son of Late Joy Gopal Bose died intestate leaving behind his two sons namely Kedar Nath Bose and Jagadish Bose, as his joint and absolute legal heirs, it is to be noted here that wife of Late Moni Mohan Bose had also predeceased her husband. It is also to be mentioned here that said Jagadish Bose died at the age of eight years, so the said Kedar Nath Bose became the sole legal heir in respect of the share of his father Moni mohan Bose since deceased.

AND WHEREAS another son of Late Joy Gopal Bose, Tulsi Charan Bose also died intestate leaving behind his two daughters namely Aparna Roy, wife of Asit Baran Roy and Pratima Roy Chowdhury, wife of Late Patit Paban Roy Chowdhury, as his sole legal heir and it is pertinent to mention here that wife of said Tulsi Charan also predeceased her husband and these two daughters became the joint owners in respect of his father's share.

AND WHEREAS the said Ram Gopal Bose, one of the Co - owner of the land mentioned above also died intestate leaving behind his two sons namely Mon Mohan Bose and Satish Chandra Bose alias Krishna Mohan Bose, and wife of Ram Gopal Bose also predeceased her husband and the said Mon Mohan Bose died intestate leaving behind his four sons namely Siddheshwar Bose, Parameshwar Bose, Saileshwar Bose and Rataneshwar Bose. It is also to be mentioned here that the wife of the said Mon Mohan Bose also predeceased her husband and another son of the said Ram Gopal Bose, since deceased Satish Chandra Bose alias Krishna Mohan Bose died intestate leaving behind his three sons namely, Samir Bose, Sudhir Bose, Mridul Bose and one daughter Jaya Dutta. It is pertinent to mention

here that the wife of said Satish Chandra Bose alias Krishna Mohan Bose, since deceased also predeceased her husband.

AND WHEREAS the said Nitya Gopal Bose another joint owner of the land as mentioned above, died intestate leaving behind his only son Jiban Krishna Bose and after his death the said Jiban Krishna Bose became the sole and absolute owner in respect of his father's share in the abovementioned land as his mother predeceased her father but the said Jiban Krishna Bose was unmarried and he died intestate many years ago and after his death his share which he derived from his father devolved upon the said Lalit Mohan Bose, Moni Mohan Bose, Mon Mohan Bose, Tulsi Charan Bose and Satish Chandra Bose alias Krishna Mohan Bose.

AND WHEREAS by virtue of a registered Deed of Partition dated 22<sup>nd</sup> June 2013 registered at the office of the District Sub Registrar IV, at Alipore, South 24 Parganas, recorded in Book No. 1, CD volume No. 31, pages from 1091 to 1144, being No 05923 for the year 2013, Sri Siddheswar Bose, Sri Parameshwar Bose, Sri Saileshwar Bose, Sri Ratneshwar Bose, Sri Samir Bose, Sri Sudhir Bose, Sri Mridul Bose, Smt. Jaya Dutta, Sri Kedar Nath Bose, Smt. Aparna Roy, Smt. Pratima Roy Chowdhury, Sri Swapan Kumar Bose, since deceased along with the other co-owners mentioned therein divided the said property jointly and they became the owners of ALL THAT the piece and parcel of danga and Sali land measuring about 7541 Sq. Ft. lying and situated in R.S. Dag No 601 (L.R Dag 768) and R.S. Dag no 603 Land measuring about 4914 Sq. Ft. in Mouza Boral, Pargana Magura, Touzi No. 142, J.L No 61, Revisional Survey Sheet No 199, R.S Khatian No. 219, within the District South 24 Parganas, Sub Registrar Baruipur, then under Gram Panchayat Rishi Raj Narayan, now under Ward no. 34 of Rajpur Sonarpur Municipality morefully described in the "KHA" Schedule of the said Deed of Partition morefully described in the FIRST SCHEDULE mentioned herein below.

AND WHEREAS by virtue of a registered Deed of Gift dated 01st day of June, 2014 registered at the office of the Additional District Sub registrar at Sonarpur, recorded in

Book No I, CD Volume no. 11, from 5273 to 5300 Pages, being no 05679 for the year 2014, the said Sri Siddheswar Bose, Sri Parameshwar Bose, Sri Saileshwar Bose, Sri Ratneshwar Bose, Sri Samir Bose, Sri Sudhir Bose, Sri Mridul Bose, Smt. Jaya Dutta, the Donors therein have transferred their shares as mentioned herein below in favour of Sri Kedar Nath Bose, Smt. Aparna Roy, Smt. Pratima Roy Chowdhury, Smt. Chameli Bose, Sri Soumitra Bose and Smt. Soma Datta, in respect of the Danga Land, measuring about 7541 Sq. Ft. lying and situated in R.S. Dag No. 601 (L.R. Dag no.768) in Mouza Boral, in Pargana Magura, Touzi No.142, J.L No. No.61, Revisional Survey Sheet no.199, appertaining to R.S. Khatian no.219, within District South 24 Parganas, Additional District Sub Registrar Office at Garia (previously Sonarpur), then under Gram Panchayat Rishi Raj Narayan, now under ward no. 34 of Rajpur Sonarpur Municipality.

| Details of the Donors    | Sri Kedarnath  | Smt. Chameli Bose, | Smt. Aparna Roy  |
|--------------------------|----------------|--------------------|------------------|
|                          | Bose           | Sri Soumitra Bose  | and Smt. Pratima |
|                          |                | and Smt. Soma      | Roy Chowdhury    |
|                          |                | Datta              |                  |
| Sri Siddheswar Bose, Sri | 430.42 Sq. Ft. | 1024.41 Sq. Ft.    | 430.42 Sq. Ft.   |
| Parameshwar Bose, Sri    |                |                    |                  |
| Saileshwar Bose, Sri     |                |                    |                  |
| Ratneshwar Bose          |                |                    |                  |
| Sri Samir Bose, Sri      | 49.75 Sq. Ft.  | 49.75 Sq. Ft.      | 49.75 Sq. Ft.    |
| Sudhir Bose, Sri Mridul  |                |                    |                  |
| Bose, Smt. Jaya Dutta    |                |                    |                  |

AND WHEREAS the said Sri Kedar Nath Bose, being one of the owners, by virtue of the said Deed of Gift and also by virtue of the said Partition Deed, have become absolutely seized and possessed in respect of the undivided and undemarcated all that the piece and parcel of Danga land measuring an area of about 1737 Sq. Ft. more or less equivalent to 2 Cottah 6 Chittacks 27 Sq. Ft. in R.S Dag No 601 (L.R Dag 768), Touzi No. 142, J.L No 61,

Revisional Survey Sheet No. 199, R.S Khatian no. 219, within the District South 24 Parganas, Additional District Sub Registrar Office at Garia (previously Sonarpur), the under Gram Panchayat Rishi Raj Narayan, now under ward no 34 of Rajpur Sonarpur Municipality.

AND WHEREAS the said Smt. Chameli Bose, Sri Soumitra Bose and Smt. Soma Datta jointly by virtue of the said Deed of Gift and also by virtue of the said Partition Deed, have become absolutely seized and possessed in respect of the undivided and un-demarcated all that the piece and parcel of Danga land measuring an area of about 2331 sq.ft more or less which is equivalent to 03 Cottah 03 Chittacks 36 Sq. Ft. together with one brick built residential house standing thereon in R.S. Dag No. 601 (L.R Dag 768) Touzi No. 142, J.L No 61, Revisional Survey Sheet No. 199, R.S Khatian no. 219, within the District South 24 Parganas, Additional District Sub Registrar Office at Garia (previously Sonarpur), the under Gram Panchayat Rishi Raj Narayan, now under ward no 34 of Rajpur Sonarpur Municipality.

AND WHEREAS the said Smt. Aparna Roy and Smt. Pratima Roy Chowdhury, the owners herein jointly by virtue of the said Deed of Gift and also by virtue of the said Partition Deed, have become absolutely seized and possessed in respect of the undivided and undemarcated all that the piece and parcel of Danga land measuring an area of about 1737 Sq. Ft. more or less equivalent to 2 Cottah 6 Chittaks 27 Sq. Ft. in R.S. Dag No. 601 (L.R Dag 768) Touzi No. 142, J.L No 61, Revisional Survey Sheet No. 199, R.S Khatian no. 219, within the District South 24 Parganas, Additional District Sub Registrar Office at Garia (previously Sonarpur), the under Gram Panchayat Rishi Raj Narayan, now under ward no 34 of Rajpur Sonarpur Municipality.

AND WHEREAS by Virtue of a registered Deed of Conveyance dated 01st day of June 2014, registered at the office of the Additional District Sub Registrar at Sonarpur, recorded in Book No. I, CD Volume No. 11, from 6237 to 6259 Pages, being no. 05681 for the year 2014 said Sri Samir Bose, Sri Sudhir Bose, Smt. Mridul Bose, Smt. Jaya Dutta the owners therein for the consideration mentioned therein granted, transferred, conveyed, assign, and assured unto and in favor of BIJOY GHOSH, one of the owner herein All that

the piece and parcel of danga land with brick built structure containing an area of about 1736 sq.ft more or less equivalent to 2 cottah 6 chittaks 27 Sq. Ft. in R.S. Dag No. 601 (L.R Dag 768) Touzi No. 142, J.L No 61, Revisional Survey Sheet No. 199, R.S Khatian no. 219, within the District South 24 Parganas, Additional District Sub Registrar Office at Garia (previously Sonarpur), the under Gram Panchayat Rishi Raj Narayan, now under ward no 34 of Rajpur Sonarpur Municipality.

Subsequently, the said Kedar Nath Bose, Chameli Bose, Soumitra Bose, Soma Datta, Aparna Roy, Pratima Roy Chowdhury, Bijoy Ghosh and Pacific Construction, have entered into an Agreement for Development with the above named Developer i.e. Bijoy Ghosh, being the Sole Proprietor of Pacific Construction on 09.08.2014, which has been registered at the Office of the Additional District Sub Registrar at Sonarpur, and recorded in Book No. I, CD Volume No. 18, from 2436 to 2483 pages and being Deed No. 08426 for the year 2014 and subsequently on 09.08.2014 the Land Owners jointly appointed and /or nominated Sri Bijoy Ghosh, being the Sole Proprietor of Pacific Construction, as their true and Lawful Attorney, to act for and on behalf of them, by virtue of execution of a Development Power of Attorney, which has been registered at the Office of the Additional District Sub Registrar, at Sonarpur and recorded in Book No. I, CD Volume No. 18, from 2421 to 2435 pages and being Deed No. 08427 for the year 2014.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 11.04.2022, registered at the office of the Additional District Sub Registrar at Garia, recorded in Book No. I, CD Volume No. 1629 - 2022, from 79170 to 79194 Pages, being no. 162902205 for the year 2022, the said Aparna Roy, being the owner therein for the consideration mentioned therein granted, transferred, conveyed, assign, and assured unto and in favor of **PACIFIC CONSTRUCTION**, represented by its Sole Proprietor namely SRI BIJOY GHOSH, one of the owner herein, All that the piece and parcel of danga land with brick built structure containing an area of about 869 Sq. Ft. more or less equivalent to 01 Cottah 03 Chittaks 14 Sq. Ft. in R.S. Dag No. 601 (L.R Dag 768) Touzi No. 142, J.L No 61, Revisional Survey Sheet No. 199, R.S Khatian no. 219, within the District South 24 Parganas, Additional

District Sub Registrar Office at Garia (previously Sonarpur), the under Gram Panchayat Rishi Raj Narayan, now under ward no 34 of Rajpur Sonarpur Municipality.

AND WHEREAS 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 + Four 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. 171 / CB / 34 / 23 dated 04.01.2022.

Subsequently, the said Kedar Nath Basu *alias* Kedar Nath Bose unfortunately died intestate on 25.08.2021, leaving behind his wife Smt. Shipra Bose and only son Sri Kuntal Bose, as his legal heirs and / or successors to succeed and / or inherit the property, as left by the said Kedar Nath Basu *alias* Kedar Nath Bose.

Hence, after the death of the said Kedar Nath Basu *alias* Kedar Nath Bose, the said Smt. Chameli Bose, Sri Soumitra Bose, Smt. Soma Datta, Smt. Pratima Roy Chowdhury, Smt. Shipra Bose and Sri Kuntal Bose became the joint and absolute Owners of the Schedule mentioned property and started to possess and enjoy the said property jointly and absolutely and without any disturbance and / or hindrance from anybody.

Thereafter, the said Smt. Shipra Bose and Sri Kuntal Bose (being the legal heirs of the said Kedar Nath Basu *alias* Kedar Nath Bose, since deceased) on 11.03.2022 jointly appointed and /or nominated Sri Bijoy Ghosh, being the Sole Proprietor of Pacific Construction, as their true and Lawful Attorney, to act for and on behalf of them, by virtue of execution of a Development Power of Attorney, which has been registered at the Office of the Additional District Sub Registrar at Garia and recorded in Book No. I, Volume No. 1629-2022, from 67776 to 67805 pages and being known and numbered as the Deed No. 162901744 for the year 2022.

AND WHEREAS in pursuance of the said Power of Attorneys, the said Developer Concern in accordance with the said building plan successfully completed the construction of said multi storied upon the said plot of land described in the Schedule 'A' Property hereunder written.

AND WHEREAS after completion of the said building, the said Developer has desired to sell individual units, out of the Developer's allocation and getting knowledge about such desire of the Developer and also being desirous to purchase a self-sufficient Flat/unit / Roof Covered Car Parking Space/ Commercial Space/ Shop Room, the Purchaser/s herein named, have made contact with the Developer and expressed their desire to purchase one self-sufficient residential Flat/unit / Roof Covered Car Parking Space/ Commercial Space/ Shop Room and thereafter inspected the various documents and papers in relation with the property, including the Title Deeds of the property, Development Agreement, registered General Power of Attorney, Corporation related documents, the Sanctioned Building Plan etc. and being fully satisfied with the title of the Land Owners and the right, interest and authority of the Developer, towards the disposal of it's allocation, the Purchaser/s herein named have placed a proposal before the Developer concern to purchase a self – sufficient residential Flat, Flat/unit / Roof Covered Car Parking Space/ Commercial Space/ Shop Side of the Room Being No. , on the Floor, measuring about ) Sq. Ft. of Carpet Area, along with a Roof Covered Car parking Space measuring about ( ) Sq. Ft., at the Side of the Ground Floor, the said G + IV building, ALONG WITH the proportionate share and interest in the land underneath TOGETHER WITH the other common areas, facilities, amenities, rights, duties and liabilities at or for a total price and/or consideration of Rs. /- (Rupees ) only.

Finding the proposal as an acceptable one, the Developer herein named has decided to sell ALL THAT the self – sufficient residential Flat Flat/unit / Roof Covered Car Parking Space/ Commercial Space/ Shop Room, Being No. , on the Side of the Floor, measuring about ( ) Sq. Ft. of Carpet Area, along with a Roof Covered Car parking Space measuring about ( ) Sq. Ft., at the Side

of the Ground Floor, of the said multi storied building, which is more-fully described under the Schedule - "C" hereunder and shown in the annexed Plans 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 ) 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 Purchaser/s, subject to the stipulations and conditions to be followed and/or observed by the Purchaser/s 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 Purchaser/s herein-named have started to pay the said consideration amount.

Subsequently, 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 have requested the Developer herein named to handover the possession of the said Flat/unit / Roof Covered Car Parking Space/ Commercial Space/ Shop Room 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 Flat/unit / Roof Covered Car Parking Space/Commercial Space/ Shop Room, as more fully described in the Schedule -"C" hereunder written and every part thereof hereby sold AND the Land Owners do hereby sell, grant, transfer, convey, assign and assure unto and in favour of the Purchaser/s herein, free from

all sorts of encumbrances and the Developer Concern does hereby confirm the said transfer of <u>ALL THAT</u> the Flat/unit / Roof Covered Car Parking Space/ Commercial Space/ Shop Room, Being No. , on the Side of the Floor, measuring about ) Sq. Ft. of Carpet Area, along with a Roof Covered Car parking Space measuring about ) Sq. Ft., at the Side of the Ground Floor, of the said multi storied building, lying and situated at the Holding No. 510, Boral C, Kolkata – 700154, District : South 24 Parganas, Police Station Narendrapur (previously Sonarpur), District: South 24 Parganas, 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 Flat/unit / Roof Covered Car Parking Space/ Commercial Space/ Shop Room <u>TOGETHER WITH</u> 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 Flat/unit / Roof Covered Car Parking Space/ Commercial Space/ Shop Room, as mentioned above, are more-fully and particularly shown in the Plans or Maps 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 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 <u>UNTO AND TO</u> the Purchaser/s 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 Owner 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 Purchaser/s 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, Flat/unit / Roof Covered Car Parking Space/ Commercial Space/ Shop Room 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 Flat/unit / Roof Covered Car Parking Space / Commercial Space / Shop Room, 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 Purchaser/s 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 PURCHASER/S 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 Purchaser/s in the manner aforesaid.

- c) That the said Flat/unit / Roof Covered Car Parking Space / Commercial Space / Shop Room 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 Purchaser/s 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 Purchaser/s or his/her/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 Purchaser/s 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 Purchaser/s indemnified of, from and against any and/or every types of losses and/or sufferings whatsoever the Purchaser/s 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 any Thika Tenancy Act nor any notice for acquisition or requisition has ever been served upon the Land Owners.
- h) That the Land Owners and the Developer shall and will at all times hereafter at the request and at the costs and arrangements of the Purchaser/s produce or cause to be produced to the Purchaser/s or as the Purchaser/s shall direct all the original title deeds, documents and papers for comparing with the copies which are already supplied to them for the purpose of evidencing the title in respect of the said land and premises as mentioned in Schedule "A" and at the like request and costs of the Purchaser/s to make and deliver the certified copies or extracts, thereof and in the meantime to keep the said original title deeds and documents unless prevented by fire or otherwise saved, un-obliterated and un-cancelled.
- i) That the Land Owners and the Developer do hereby accord their consent to the Purchaser/s towards mutating and separating and/or apportioning the said property in their names in the Assessment Register of the Rajpur Sonarpur Municipality at the cost and expenses of the Purchaser/s.

AND FURTHER the Land Owners and the Developer do hereby covenant with the Purchaser/s that it shall be lawful for the Purchaser/s from time to time and at all times hereafter to enter into and to have and to hold and enjoy the said Flat/unit / Roof Covered Car Parking Space/ Commercial Space/ Shop Room, including impartible, undivided and proportionate share in the land and premises and all the easement rights and that the Purchaser/s 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 Purchaser/s, which he/she/they shall deem proper AND ALSO without any interruption, disturbances, claims or demands from or by the Land Owners or the Developer Concern 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 Purchaser/s shall apply for and get his/her/their names mutated as the Owners in respect of the said Flat/unit / Roof Covered Car Parking Space/ Commercial Space/ Shop Room, in the books and records of the Kolkata Municipal Corporation and will may also obtain separate assessment of the said property or unit hereby sold.

# THE PURCHASER/S DOES/ DO HEREBY COVENANT WITH THE LAND OWNERS AS ALSO THE DEVELOPER AS FOLLOWS:-

- a) The Purchaser/s 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 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 Purchaser/s.
- b) The Purchaser/s does/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 Purchaser/s herein named will remain entirely 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 Purchaser/s shall not claim any right, title or interest excepting the property purchased by him/her /them.
- e) The Purchaser/s shall become and remain member of the Association or Society to be formed in future.
- f) The Purchaser/s 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 Purchaser/s may use the property sold and conveyed for the purpose as required by him/her/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 BETWEEN THE LAND OWNERS, DEVELOPER AND PURCHASER/S 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 Purchaser/s shall always remain impartible.
- b) The Purchaser/s 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 Purchaser/s 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 his purchased portion or the approach towards that portion at his/her/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 Purchaser/s 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 Purchaser/s must not individually and without consulting with the other coowners or other occupiers of the building, paint the outer portion of their property.

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h) After the execution and registration of the Deed, the Developer shall not entertain any complaints regarding the quality of construction or finishing or measurement of the said Flat.

### SCHEDULE 'A' (TOTAL LAND PROPERTY)

ALL THAT the piece and parcel of Land, measuring about 7541 Sq. Ft. lying and situated in R.S. Dag No 601 (L.R Dag 768), which is equivalent to 10 (Ten) Cottahs 07 (Seven) Chittacks 26 (Twenty Six) Sq. Ft., in Mouza Boral, Pargana Magura, Touzi No. 142, J.L No 61, Revisional Survey Sheet No. 199, R.S Khatian No. 219, corresponding to L.R Khatian No. 2555, 2545, 2544, 2549, 2546, 3826, 3825, 3987 within the District South 24 Parganas, Additional District Sub Registrar Office at Garia, Police Station Narendrapur (previously Sonarpur), under Ward no. 34 of Rajpur Sonarpur Municipality, having the Holding No. 510, Boral 'C', Kolkata - 700154.

The Property is being butted and bounded by:

ON THE NORTH : Land of Santosh Kumar Bose and others;

ON THE SOUTH : 14' wide Common Passage;

ON THE EAST : Land of Santosh Kumar Bose and others;

ON THE WEST : 20' wide Municipal Road.

### SCHEDULE 'B' (THE BUILDING)

ALL THAT the G + Four storied building, under construction, as per the Building Plan vide Approved 171/ CB / 34 / 23 dated 04.01.2022, sanctioned from The Rajpur Sonarpur Municipality and consisting of several self-sufficient units and other Spaces.

The name of the Building is "PACIFIC BLISS".

### <u>SCHEDULE 'C'</u> (THE FLAT HEREBY SOLD UNDER THIS DEED OF CONVEYANCE)

ALL THAT the self – sufficient residential Flat /unit Commercial Space/ Shop Room, Being No. Side of the Floor, measuring about , on the ) Sq. Ft. of Carpet Area, which is equivalent to ) Sq.Ft., Super Built U ( Area., (having Tiles fitted on the Floor), consisting of 02 (Two) Bedrooms, 01 (One) C.B. 01 (One) Living cum Dining Room, 01 (One) Kitchen, 02 (Two) Toilets, 01 (One) Verandah and 01 (One) W.C., along with a Roof Covered Car parking Space measuring about Side of the Ground Floor of the said multi storied building, along with ) Sq. Ft., at the the proportionate share and interest in the Land under the Building, constructed at the Holding No., Kolkata – , District: South 24, Police Station Narendrapur (previously Sonarpur), District: South 24 Parganas, within the limits of Rajpur Soanrpur Municipality Ward No. 34, 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' (COMMON AREAS AND FACILITIES RESERVED FOR THE FLATS / UNITS HOLDER WITH THE PREMISES)

- 1. The freehold land comprised in the premises and the building with all plumbing system, electric system, sewerage system, common paths and lobbies, all ground floor open space, general lighting of the common portions shall be provided.
- 2. Drain, sewers, main water connection from The Rajpur Sonarpur Municipality to the underground main delivery pipe lines from the underground reservoir to overhead water

tank, all distribution pipe lines to kitchens and toilets of different unite and/or to the common portion.

- 3. That The Rajpur Sonarpur Municipality water supply or boring water to be reserved in underground tank and thereafter shall be lifted to the overhead tank by the self pump arrangement system of the premises.
- 4. Staircase and landings from ground floor to the ultimate roof level and lobbies common to staircase at different floors and the roof.
- 5. Water pump and motor, electrical wiring and main switch gears, main electrical distribution boards, electrical wiring and other installations and fittings, main electric meter and access to pump room, electric meter space, darwan room etc.
- 6. Boundary walls, main gates, driveways to the premises and buildings.
- 7. All other common areas and services of the building including all constructions and installations thereon and proportionate share of land attributable in the said area of flat, which includes area of staircase depth of walls and other service areas.
- 8. Right of egress and ingress to the top floor roof, all beams, rafters, columns, supports etc.
- 9. Lift, Lift Well, Lift Machine Room, etc.,

### SCHEDULE 'E' (COMMON EXPENSES)

- 1) Proportionate share of Insurance premium for insuring the said building.
- 2) Proportionate share of Expenses to maintain outside elevation if needed.
- 3) Proportionate share of Expenses to maintain lift and keep it running condition
- 4) The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage, rain water discharge arrangement, water supply system, supply of electricity to all common areas.

5) The expenses of repairing, maintaining, painting, white-washing and colour washing the main structure of the building including the exterior of the building and also the common

area of the building.

6) The costs of cleaning and lighting the entrance of the building, the passage and spaces

around the building, lobby corridors, staircases, lift and lift room, and other common areas.

7) Salary, wages, fees and remuneration of durwans, sweepers, plumbers, electricians,

caretakers or any other person whose appointment may be considered necessary for

maintenance and protection of the said building and administration and management of the

affairs thereof.

8) The Municipal taxes, commercial surcharges, multi-storied building taxes, urban land

taxes, water taxes and other rates and taxes of said building.

9) All expenses of common services and in common with common areas and facilities.

10) Such expenses as are necessary for or incidental to the maintenance and up keeping

of the building and of the common areas facilities and amenities.

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)

- As the constituted Attorney of:

Shipra Bose

Kuntal Bose

Chameli Bose

Soumitra Bose

Soma Datta

Pratima Chowdhury

Bijoy Ghosh and

Pacific Construction

SIGNATURE OF LAND OWNERS

(2)

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER/S

**Drafted and Prepared:** 

Advocate Alipore Judges' Court, Kolkata – 700027.

### RECEIPT

RECEIVED from the Purchasers a sum of Rs. /- (Rupees ) only, as per the Memo below:-

### MEMO OF CONSIDERATION

• Paid by Cheque being

|            |         | Total              | <u>Rs. /-</u> |
|------------|---------|--------------------|---------------|
| (Rupees    | ) only. |                    |               |
| WITNESSES: |         |                    |               |
| (1)        |         |                    |               |
|            |         | PACIFIC CONSTRUCT  | 104/          |
|            |         | Proprie            | etor          |
| (2)        |         | SIGNATURE OF THE I | -             |