

B Y

(1) MRS. MALINI BHATTACHARYA (PAN: ADPPB 6431 N, AADHAAR: 5899 9577 4987), daughter of Late Akshyananda Bose, wife of Mr. Mihir Bhattacharya, by occupation- Retired Professor, by Nationality- Indian, by religion - Hindu, residing at B2/3, P.G.M. Shah Road, Golf Green, Police Station Tollygunge, Post Office , Kolkata-700095, District South 24 Parganas, (2) DR. KETAKI BHATTACHARYA (PAN: AECPB 0012 R AADHAAR: 2260 6744 5019), daughter of Late Akshyananda Bose, wife of Late Ramen Bhattacharya, by occupation- Retired Professor, residing at: B-62, Survey Park, 2nd Floor, Post Office & Police Station Santoshpur, Kolkata-700075 West Bengal (3) MR. SAYANTAN BOSE (PAN: BBXPB 0815 P) son of Late Kumardev Bose, by religion Hindu, Nationality- Indian, Occupation: Self Employed, Permanent residential at: R-132, Kamadahari Purba Para, Post Office Garia, Police Station Bansdrani (previously Regent Park), Kolkata - 700084, 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 & include their and each of their heirs, successors, executors, administrators, legal representatives, assignees and persons, deriving title under them) of the FIRST PART and the Land Owners No. 1,2, 4 & 5 herein named being represented by their Constituted Attorney namely M/S. PACIFIC CONSTRUCTION a Proprietorship Firm, having its office at 395, Boral Main Road, Rangkal, Police Station Narendrapur (previously Sonarpur), Post Office Boral, Kolkata – 700154, District South 24 Parganas and being represented by its Sole Proprietor namely SRI BIJOY GHOSH, son of Late Lal Mohan Ghosh, by religion Hindu, by nationality Indian, by occupation Business and residing at C/9, Rajnarayan Park, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata – 700154, District South 24 Parganas, by virtue of Development Power of Attorney dated 12.03.2020, which has been registered at the Office of the District Sub – Registrar – I at Alipore and recorded in Book No. I, Volume No. 1601-2020, from 29880 to 29915 Pages and Being Deed No. 160100570 for the year 2020 and

* The General Power of Attorney dated 18.12.2022, duly authorized by Alok Srivastava Attache (Consular), Embassy of India, Washington DC and also notarized by Mahadeo S.

Wayal, Notary Public State of Maryland and subsequently been affirmed by Stamp Superintendent, Kolkata Collectorate on 07.02.2023.

AND CONFIRMED BY

M/S. PACIFIC CONSTRUCTION a Proprietorship Firm, having its office at 395, Boral Main Road, Rangkal, Police Station Narendrapur (previously Sonarpur), Post Office Boral, Kolkata – 700154, District South 24 Parganas and being represented by its Sole Proprietor namely SRI BIJOY GHOSH (PAN ADYPG 4183 B), son of Late Lal Mohan Ghosh, by religion Hindu, by nationality Indian, by occupation Business and residing at C/9, Rajnarayan Park, 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 & assignees) of the SECOND PART.

TO AND IN FAVOUR OF

(I) 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 Gourimoni Dasi lawfully seized and possessed of and sufficiently entitled to 34 (Thirty Four) Decimal of Land, recorded in Dag No: 825 under Khatian No: 43 at Mouza- Kamdahari, R.S. No: 200, J.L. No: 49, P.S. Tollygunge, District: then 24 Parganas as per settled Rayati right.

AND WHEREAS the said Gourimoni Dasi sold all her aforesaid right, title, interest and possession in respect of the above mentioned property unto and in favour of one Sudash Chandra Naskar, by executing a Deed of Conveyance dated 28.10.1938, against consideration mentioned therein, which was registered at the office of the Sub-Registrar Alipore, South 24 Parganas and duly recorded in Book No. I, Volume No. 28, from 161 to 163 Pages, Being Deed No. 1855 for the year 1938.

Thus, the said Sudhas Chandra Naskar became the sole, lawful and absolute owner of the said Property as mentioned above, after taking physical measurement of the said Property, the local measurement of the said Property has become 20.60 Cottahs of the above mentioned Property and seized and possessed the said Property solely and absolutely and without any disturbances and / or hindrances from any corner.

AND WHEREAS the said Sudash Chandra Naskar, on receipt of a fair consideration amount, sold and / or conveyed his right, title and interest in respect of the above mentioned property, to and in favour of one Durga Pada Seth and Bishnu Pada Seth, (both son of Late Hem Chandra Seth), by virtue of execution and registration of the Deed of Conveyance dated 15.11.1939, which was duly registered at the Office of the District Sub Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 113, from 34 to 37 Pages and being Deed No. 3930 for the year 1939.

On and from the date of purchase of the said Property, the said Durga Pada Seth and Bishnu Pada Seth became the joint and absolute Owners and Possessors of the above mentioned property and thereby started to possess and enjoy the said jointly and absolutely and without any disturbances and / or hindrances from any corner.

AND WHEREAS the said Durga Pada Seth and Bishnu Pada Seth, on receipt of a fair consideration amount, have jointly and / or voluntarily sold and / or conveyed his right, title and interest in respect of the Plot of Land measuring about 10 (Ten) Cottahs 15 (Fifteen) Chittacks and 33 (Thirty Three) Sq. Ft., lying and situate within the District South 24 Parganas, Police Station Bansdroni (previously Tollygunge thereafter Regent Park), Additional District Sub registrar at Alipore, J.L. No. 49, R.S. No. 200, Touzi No. 14, Mouza

Kamdahari, appertaining to Khatian No. 5, corresponding to R.S. Khatian No. 43, comprised under R.S. Dag No. 825, to and in favour of one Nripendra Chandra Sen (son of Late Prasanna Chandra Sen), by virtue of execution and registration of the Deed of Conveyance, which was duly registered at the Office of the Sub Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 98, from 123 to 128 Pages and being Deed No. 5489 for the year 1959.

On and from the date of purchase of the said Property, the said Nripendra Chandra Sen became the sole and absolute Owner and Possessor of the above mentioned property and thereby started to possess and enjoy the said solely and absolutely and without any disturbances and / or hindrances from any corner and thereafter while seized and possessed the same, the said Nripendra Chandra Sen have developed and sub divided the said Property into two Plots of Land.

AND WHEREAS the said Nripendra Chandra Sen on receipt of a fair consideration amount, sold and / or conveyed his right, title and interest in respect of the Plot of Land measuring about 05 (Five) Cottahs 10 (Ten) Chittacks and 03 (Three) Sq. Ft., to and in favour of one Smt. Chameli Bose, (wife of Akshayananda Bose), by virtue of execution and registration of the Deed of Conveyance dated 22.07.1959, which was duly registered at the Office of the Sub Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 108, from 202 to 207 Pages and being Deed No. 6737 for the year 1959.

On and from the date of purchase of the said Property, the said Chameli Bose became the sole and absolute Owner and Possessor of the above mentioned property and thereby started to possess and enjoy the said solely and absolutely and without any disturbances and / or hindrances from any corner and while seized and possessed the same, the said Chameli Bose availed a House Loan from the Government of West Bengal and for the same, an Indenture was executed by and between Government of West Bengal and Chameli Bose on 22.06.1960, which was duly registered at the office of the Sub Registrar at Alipore and recorded in Book No. I, Volume No. 88, from 240 to 249 Pages and being Deed No. 5693

for the year 1960 and the said House Loan amount has totally been assured by one Akhil Charan Bose as Surety of the said Deed.

Subsequently, the said Chameli Bose built a pucca two storied house over the said property and also paid back the loan amount accordingly to the Government of West Bengal and after repayment of the entire loan amount, the said Chameli Bose and her husband Akshayananda Bose executed a Deed of Reconveyance dated 02.09.1970, which was duly registered at the office of the Sub Registrar at Alipore and recorded in Book No. I, Volume No. 74, from 123 to 129 Pages and being Deed No. 3210 for the year 1976.

AND WHEREAS while seized and possessed of the said Property along with Structure standing thereon, the said Chameli Bose died intestate on 24.02.2017, leaving behind her two married daughters namely Malini Bhattacharya and Ketaki Bhattacharya and only son namely Kumardev Bose, as her only legal heirs and / or successors to inherit and / or succeed the properties as left by the deceased Chameli Bose. It is to be mentioned here that the husband of the said Chameli Bose i.e., Akshayananda Bose predeceased her on 12.04.1997.

HENCE, in accordance with the provisions of the Law of Inheritance, after the demise of the said Akshayananda Bose and Chameli Bose, the said Malini Bhattacharya, Ketaki Bhattacharya and Kumardev Bose have become the joint and absolute Owners and Possessors of the Schedule A mentioned Property and thereby started to possess and enjoy the said property jointly and absolutely and without any disturbances and / or hindrances from any corner and thereafter, the said Malini Bhattacharya, Ketaki Bhattacharya and Kumardev Bose have jointly mutated their names in the books and records of the Kolkata Municipal Corporation under Ward No. 111 and the said property has started to be known and numbered as the KMC Premises No. 38, Kamdahari Purba Para, Kolkata 700084 and started to be assessed under Assessee No. 31-111-12-0038-9 and thereby started to pay its taxes, rents and other payables to the Concerned Authorities regularly.

Thereafter, they have also recorded their names in the Records of the B.L. & L.R.O. and their names have duly been allotted under L.R. Khatian No. 280, 2166 and 2167 and thereby started to pay its taxes and khajna receipts to the Concerned Authorities regularly.

During their such joint, absolute and peaceful possession and enjoyment of the said property, the said Malini Bhattacharya, Ketaki Bhattacharya and Kumardev Bose, for the purpose of better utilization of the property and to gain something more out of their property, have mutually decided to raise a multi – storied building there on their Schedule mentioned land property, but not having so much fund, man power and set-up, time to endeavor, as also with the intention to materialize their desire through a Developer, they have decided to entrust the above-named PACIFIC CONSTRUCTION, to raise a multi storied building there on their Schedule mentioned land property, under some specific terms and conditions.

AND WHEREAS the Developer Concern PACIFIC CONSTRUCTION being represented by its Sole Proprietor namely SRI BIJOY GHOSH have entered into a Development Agreement with the above mentioned Land Owners on 12.03.2020, with some settled terms and conditions as laid down in the said Development Agreement which was duly registered at the Office of the District Sub Registrar – I at Alipore and recorded in Book No. I, Volume No. 1601-2020, from 29641 to 29692 Pages and being Deed No. 160100563 for the year 2020.

Subsequently, the said Malini Bhattacharya, Ketaki Bhattacharya and Kumardev Bose have also executed a Development Power of Attorney on the same date i.e. on 12.03.2020, appointing and/or nominating and/or constituting the above-named BIJOY GHOSH, being the Sole Proprietor of M/S. PACIFIC CONSTRUCTION as their true & lawful Attorney. The said Development Power of Attorney has been registered at the Office of the District Sub – Registrar – I at Alipore and recorded in Book No. I, Volume No. 1601-2020, from 29880 to 29915 Pages and Being Deed No. 160100570 for the year 2020.

AND WHEREAS with the initiation of the Developer Concern, a Building Plan of G + III storied Building has been sanctioned after complying all the required formalities

from the Competent Authority of The Kolkata Municipal Corporation vide Building Permit No. 2021110028 dated 19.04.2021 of Borough XI, under Plan Case No. 2020110028.

AND WHEREAS in accordance with the said Sanctioned Building Plan, the Developer has started the work of construction deputing the Competent Engineer, Masons and Labours etc.

Subsequently, the said Malini Bhattacharya, Ketaki Bhattacharya and Kumardev Bose and M/s. Pacific Construction have mutually and amicably entered into a Supplementary Agreement dated 07.10.2021 in order to demarcate their specific allocation out of the entire multi storied building.

Thereafter, the said Kumardev Bose died intestate on 11.07.2022, leaving behind him, his only surviving son namely Sayantan Bose, as his only legal heirs and / or successors to inherit and / or succeed the properties as left by the deceased Kumardev Bose. It is to be mentioned here that the wife of the said Kumardev Bose i.e., Bhaswati Bose predeceased him on 11.08.2018.

HENCE, in accordance with the provisions of the Law of Inheritance, after the demise of the said Kumardev Bose and Bhaswati Bose, the said Malini Bhattacharya, Ketaki Bhattacharya and Sayantan Bose have become the joint and absolute Owners and Possessors of the Schedule A mentioned Property and thereby started to possess and enjoy the said property jointly and absolutely and without any disturbances and / or hindrances from any corner.

AND WHEREAS the said Sayantan Bose being one of the co- owners of the Schedule A mentioned Property, have appointed and nominated SRI BIJOY GHOSH being the Sole Proprietor of M/S. PACIFIC CONSTRUCTION, by virtue of a General Power of Attorney dated 18.12.2022, duly authorized by Alok Srivastava Attache (Consular), Embassy of India, Washington DC and also notarized by Mahadeo S. Wayal, Notary Public State of

Maryland and subsequently been affirmed by Stamp Superintendent, Kolkata Collectorate on 07.02.2023 for development and / or promotion of the Schedule A mentioned Property.

Subsequently, on the verge of completion of the building, a Supplementary Agreement has been executed by and between the Parties herein on 30.03.2023, for specifying their respective allocation.

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 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, the said G + III 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 A N D 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 ALL THAT 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 KMC Premises No. 38, Kamdahari Purba Para, Kolkata 700084, Police Station Bansdroni (previously Regent Park), 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 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 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 UNTO AND TO 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 Kolkata Municipal Corporation 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 Kolkata Municipal Corporation, 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 co-owners or other occupiers of the building, paint the outer portion of their property.
- 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 or parcel of Land, being more or less a plot of land of about 05 (Five) Cottahs 10 (Ten) Chittacks and 03 (Three) Sq. Ft., lying and situate within the District South 24 Parganas, Police Station Bansdroni (previously Tollygunge thereafter Regent Park), Additional District Sub registrar at Alipore, J.L. No. 49, R.S. No. 200, Touzi No. 14, Mouza Kamdahari, appertaining to Khatian No. 5, corresponding to R.S. Khatian No. 43, corresponding to L.R. Khatian No. 280, 2166 and 2167, comprised under R.S. & L.R. Dag No. 825, within the jurisdiction of the Kolkata Municipal Corporation Ward No. 111, being known and numbered as the KMC Premises No. 38, Kamdahari Purba Para, Kolkata 700084 and assessed under Assessee No. 31-111-12-0038-9.

The property is butted and bounded by:

ON THE NORTH	: Land of Smt. Kalpana Roy;
ON THE SOUTH	: Land under Plot No. 768 and 769;
ON THE EAST	: Land of Smt. Dipti Banerjee;
ON THE WEST	: Land under Plot No. 826.

SCHEDULE 'B'
(THE BUILDING)

ALL THAT the G + III storied building, as per the Building Permit No. 2021110028 dated 19.04.2021 of Borough XI, under Plan Case No. 2020110028, consisting Flats, Car parking Spaces, Spaces and other units.

The name of the Building is "PACIFIC CHAMELI".

The Lift Facility is provided within the building.

SCHEDULE 'C'
(THE FLAT HEREBY SOLD UNDER THIS DEED OF CONVEYANCE)

ALL THAT the self – sufficient residential 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, which is equivalent to _____ (_____) Sq.Ft., Super Built U Area., (having Tiles fitted on the Floor), consisting of (.....) Bedrooms, (.....) C.B. (.....) Living cum Dining Room, 01 (.....) Kitchen, (.....) Toilets, (.....) Verandah and (.....) W.C., 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, along with the proportionate share and interest in the Land under the Building, constructed at the KMC Premises No. 38, Kamdahari Purba Para, Kolkata 700084, Police Station Bansdroni (previously Regent Park), District : South 24 Parganas, within the limits of Kolkata Municipal Corporation Ward No. 111, 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 Kolkata Municipal Corporation 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 Kolkata Municipal Corporation 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:
MALINI BHATTACHARYA
KETAKI BHATTACHARYA and
SAYANTAN BOSE
SIGNATURE OF LAND OWNERS

(2)

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER/S

Drafted and Prepared:

Advocate
Alipore Judges' Court,
Kolkata – 700027.

