#### DEED OF CONVEYANCE

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

M/S. PEHFECT ENTERPRISE

Partner

M/S. PERFECT ENTERPRISE
Mousnita Dey.

Partner

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

(1) MRS. MOUMITA DEY (PAN: ARCPD 1523 G), wife of Late Ashis Kumar Dey, (2) MR. ARNAB DEY (PAN: CANPD 1877 M), son of Late Ashis Kumar Dey, (3) MR. ARPAN DEY (PAN: CSLPD 1491 D) son of Late Ashis Kumar Dey, -- all are by religion Hindu, Nationality-Indian, by occupation Business, Permanent residential at: 130, Boral Main Road, Post Office Garia, Police Station Bansdroni (previously Regent Park), Kolkata - 700084, District South 24 Parganas, AND (4) MR. BIJOY GHOSH (PAN ADYPG 4183 B), son of Late Lalmohan Ghosh, by occupation Business, by religion Hindu, by nationality Indian, and residing at C/9, Rajnarayn Park, 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 & 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,to 3 herein named being represented by their Constituted Attorney namely **M/S**. **PERFECT ENTERPRISE** a Partnership Firm, having its office at 77, Boral Main Road, Post Office Garia, Police Station Bansdroni (previously Regent Park), Kolkata - 700084, District South 24 Parganas and being represented by its Partners namely (1) 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, AND (2) MRS. MOUMITA DEY (PAN: ARCPD 1523 G), wife of Late Ashis Kumar Dey, by religion Hindu, Nationality- Indian, by occupation Business, Permanent residential at: 130, Boral Main Road, Post Office Garia, Police Station Bansdroni (previously Regent Park), Kolkata - 700084, District South 24 Parganas, by virtue of Development Power of Attorney dated 04.08.2023, which has been registered at the Office of the District Sub - Registrar - III at Alipore and recorded in Book No. I, Volume No. 1603-2023, from 354923 to 354945 Pages and Being Deed No. 1603011749 for the year 2023.

#### AND CONFIRMED BY

M/S. Perfect ENTERPRISE a Partnership Firm, having its office at 77, Boral Main Road, Post Office Garia, Police Station Bansdroni (previously Regent Park), Kolkata - 700084, District South 24 Parganas and being represented by its Partners namely (1) 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, AND (2) MRS. MOUMITA DEY (PAN: ARCPD 1523 G), wife of Late Ashis Kumar Dey, by religion Hindu, Nationality- Indian, by occupation Business, Permanent residential at: 130, Boral Main Road, Post Office Garia, Police Station Bansdroni (previously Regent Park), Kolkata - 700084, District South 24 Parganas, hereinafter jointly called and 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

(1) SRI (PAN: ), son of Sri / Late , by occupation , AND (2) SMT. (PAN ) wife of Sri , -- both are by religion Hindu, by nationality Indian and , by occupation , Pin Code residing at , Post Office Police Station , District , hereinafter jointly called and referred to as the PURCHASERS (which term or expression unless excluded by or repugnant to the context shall mean and include their respective heirs, successors, administrators, executors, legal representatives, assignees etc.) of the THIRD PART.

Be it mentioned here that one of the Owners named ASHIS KUMAR DEY since deceased was the son of Sri Dakshina Ranjan Dey and the said Ashis Kumar Dey unfortunately died intestate on 25.12.2014 and place of death was FORTIES HOSPITALS LITED, KOLKATA 29, after such death left behind him, his two sons namely Arnab Dey and Arpan Dey and his wife Moumita Dey as his legal heirs and lawful successors who are legally 50% (Fifty Percent) Owners of the Landed Property of the two Separate Deed of Sale AND another 50% Share of two Separate Deeds are the Owner of BIJOY GHOSH son of Late Lalmohan Ghosh AND said each

two Deeds are being Deed No.02752 for the year-2010 AND 02753 for the year-2010, respectively, both registered on 9th April, 2010, at the office of A.D.S.R. Alipore, South-24Parganas & both separate of recital of the land by nature ASTU, hereunder given.

AND WHEREAS be it clarified herein that Said (1) ASHIS KUMAR DEY then alive, son of Dakshina Ranjan Dey then of 130, Boral Main Road, P.O. Garia, Regent Park, Kolkaa-70084 therein called One of the PURCHASERS and (2) BIJOY GHOSH Son of Late Lalmohan Ghosh of C/9, Rajnarayan Park, P.S. Sonarpur, Kolkata-700154, is called another Purchaser jointly purchased an areas of Plot of the Land measuring 02 (Two) Cottahs formerly SHALI, now BASTU-LAND TOGETHER WITH 100Sq. Ft. Asbestosh Shed, lying and situated at Mouja-Kamdahari, J.L.No.49, then P.S. Regent Park, now Bansdroni, District: South-24 Parganas, Touji No.14, R.S.No.200, comprising of R. S. Dag No.688, appertaining to Sabek Khatian No.30, Hall Khatian No.765, denoted as Scheme Plot No.16, known and identified as PREMISES No.395, Atabagan within the Jurisdiction of the Kolkata Municipal Corporation, ward No.111, Borough-XI, then ASSESSEE NO.31- 111-01-0395-9, therein called as one of the sold Property absolutely sold by then VENDORS NAMELY:-(1) SRI KALACHAN DEY @ Kalachand Dey Son of Late Bhubaneswar Dey (2) SMT. MONI RANI DEY Wife of Kalachand Dey (3) SANKAR NARAYAN DEY son of Sri Kalachand Dey, all the VENDORS then residing at Madanpur, P.S. Amdanga, District:- North-24Parganas, thereafter they Jointly resided at 130 Boral Main Road, P.O. Garia, Kolkata-700084, sold, conveyed the aforesaid Plot of land by virtue of Deed of Sale to said ASHIS KUMAR DEY and BIJOY GHOSH detail mentioned above and aforesaid VENDORS sold SAID LAND by nature BASTU to the aforesaid PURCHASERS therein, by and under a registered SALE DEED, registered at the Office of A. D. S. R. Alipore dated 09th April-2010, duly recorded in Book No.1, CD Volume No.13, Pages from 343 to 367, being No.02752 for the Year-2010.

AND WHEREAS, in a nutshell, herein recited how the said land was devolved to those VENDORS sold the land to then LAND OWNERS that the aforesaid 'VENDORS' lawfully purchased the said plot of land measuring 02 Cottah more or less by virtue of Bengoli Saff - Kobala from then Tapas Acharjee son of Late Gouranga Chandra Acharjee of 87, Boral Main Road, Atabagan, P.O. Garia,

Kolkata-84, against then Marketable Consideration, by virtue of the registered Bengoli Deed, registered at D.S.R-1, Alipore, South-24 Parganas, recorded -in Book No.1, CD Vol.No.8, Pages 2261 to 2275, being No.01134 for the year-2010 AND said TAPAS ACARJEE purchased the said land from Mira Bandyapadhya Chakraborty of 87, Boral Main Road, Atabagan, P.O. Garia Kol-84, by virtue of registered 'Deed of Sale', registered at D.S.R. Alipore, South-24 Parganas, recorded in Book No.1, Vol. No.89, Pages No.258 to 270, being No.01711 for the year-2003 and mutated his name in respect of Bastu Land identified as Premises No.395, Atabagan within the limit of the K.M.C, Assessee No.31-111-01-0395-9 AND said Mira Bandyapadhya @ Chakraborty purchased said land from Prasantajyoti Das on 27th November-1992, registered at the Office of A.D.S.R. Alipore, South- 24 Parganas, recorded in Book No.1, Vol. No.140, Pages from 431 to 440, being No.5024 for the year-1992 and after purchasing the same, Mira Bandyapadhya @ Chakraborty mutated her name in the record of the Kolkata Municipal Corporation and had been paying rates and Taxed as applicable in respect of Premises-395, Atabagan, Assessee No.31-111-01- 0395-9 and said Mira Bandyapadhya @ Chakraborty due to her urgent need of cash sold conveyed to said Tapas Acharjee son of Late Gouranga Chakraborty, s unto or in favour of Said Monirani Dey wife of Kalachand Dey and Sankar Narayan Dey, formerly resided Madanpur Amdanga, District:North-24Parganas, thereafter resided at 130, Boral Main Road, P.O. Garia, Kolkata-700084 i.e. said Tapas Acharjee sold the same to the Owners SRI KALA CHAN DEY @ Kalachan Dey, MONI RANI DEY, SANKAR NRAYAN DEY detail mentioned before who sold the said landed Property by nature 'Bastu' unto or in favour of the Present Owners namely: (1) Ashis Kumar Dey then alive, son of Dakshina Ranjan Dey of then 130, Boral Main Road, P.O. Garia, P.S. Regent Park, Kolkaa-70084 therein called One of the Purchasers and (2) BijoyGhosh Son of Late Lalmohan Ghosh as another Purchaser of C/9, Rajnarayan Park of P.O. + Vill:-Boral, P.S. Sonarpur, Kolkata-700154, jointly purchased an areas of Plot of the Land mentioned before and had been enjoying said Bastu land.

AND WHEREAS on the other hand, all that areas of land measuring more or less 46-Decimal, lying and situated at the same location mentioned above which then under Khatian No.15 of Mouza- Kamdahari, J.L.No.49, belongs to Akbar Ali Sapui, Meher Sapui, Monir Sapui, Nabijan Bibi, Sarbanu Bibi as per their

respective share and their names were recorded in the settlement record in the manner:-all those landed Properties within Khatian No.15, R. S. Dag No.683, belonged to Meher Sapui, R.S. Dag No. 684, belonged to Akbar Sapui, R.S. Dag No.685 belonged to Monir Sapui, Nabijan Sapui, Sarbanu Bibi and remaining land under R.S. Dag No.687 belongs to all Co-sharers as joint Property.

AND WHEREAS thereafter, Nabijan Bibi died intestate leaving behind her only son Monir Sapui and only daughter Sarbanu Bibi who lawfully seized and possessed of said undivided landed property of their Late Mother as per sacred Mohammedan "Sunni Farayez" and said son & daughter were enjoying the said property jointly and freely, the Co-Sharer named Sarbanu Bibi died intestate leaving behind her five sons and one daughter who jointly seized and possessed of the landed property left by Sarbanu Bibi and while they were enjoying the same, One of the sons of Late Sarbanu Bibi named "Sobrat Ali Sk" sold his share to or in favour of Saukat Ali Sapui, son of Moniruddin Sapui @ Monir Sapui, by way of registered Deed, registered at the Office of the Sub-Registrar Alipore, South-24Parganas, recoded in Book No.1, Vol. No.74, Pages from 79 to 83, Being No.4062 for the year-1953.

AND WHEREAS another two sons of Late Sarbanu Bibi named Rajob Ali Sk and Eslam Ali Sk, sold their undivided area of land in favor of Moniruddin Sapui, by a Sale Deed, registered at the Office of the S.R. Alipore, South-24 Parganas, duly recorded in Book No.1, Volume No. 103, Pages 58 to 62, being No.6013 for the Year-1954 & another two sons of Late Sarbanu Bibi named Anoyar Ali Sk and Sunuyar Ali Sk sold their undivided share of land to Moniruddin Sapui by way of SALE DEED registered at the Office of the S.R. Alipore, 24 Parganas, recorded in Book No.1, Vol. No.26, Pages 21 to 26, Being No.198, for the year-1958.

AND WHEREAS in accordance with former Zila settlement record entire Land-area under Kh.No,15, reflected as 46-Decimel more or less, out of which the land under aforesaid Khatian, comprising in R.S. Dag No.683, Land Areas 12-Decimel in R.S. Dag No.684, Land Areas 13-Decimel under R.S. Dag No.687, Land Areas 03-Decimel in total 28(Twenty Eight) Decimal more or less was recorded in the name of Achiran Bibi as sixteen Annas Owner and in the same way the Land

areas R. S. Dag No.685 measuring 15(Fifteen) Decimal more or less and in R. S. Dag No.687 measuring 03- Decimal more or less total Land areas 18(Eighteen) Decimal more or less was recorded in the name of Maniruddin Sapui and others landed properties under Sabek Khatian No.133, R.S. Dag No.674, land area 16-Decimal more or less was recorded in the name of Meher Sapui and under Dag No.686, measuring 12-Decimal more or less was recorded in the name of Akbar Sapui, Land areas under Dag No.651 measuring 7-Decimal and under Dag No.673, land areas 06 Decimal aggregating to land areas 13 Decimal was recorded in the name of Maniruddin Sapui.

AND WHEREAS while Maniruddin Sapui had been enjoying peaceably said land by making amicable partition, his name was finally recorded in respect of 18-Decimal of land and thereafter said Akbar Ali Sapui died intestate leaving his heirs Golam Rabbani Sapui and others, lawfully seized and possessed of the said 12(twelve) decimal land, lying at same Mouza, same location under Khatian No.133, R,S, Dag No.686 and said land 12- Decimal including land 03-Decimal in same Mouza, comprising Dag No.687, Khatian. No.15 and others landed property were sold to or in favour of "ACHIRAN BIBI" by way of a registered Deed of Sale which was registered at the Office of the Sub-Registrar at Alipore, South-24 Parganas, and recorded in Book No. I and being Deed No. 1907 for the year-1943.

AND WHEREAS while said ACHIRAN BIBI enjoying said land, her own name was recorded finally and in the year-1962, sold some areas of land out aforesaid landed properties at Mouza-Kamdahari, J.L. No,49 and said landed properties comprised of R.S. Dag No.684, land areas 08(Eight) Decimal more or less in R.S. Dag No.687, land areas 03 Decimal more or less and R,S, Dag No.686, land areas 03 Decimal more or less, ie. in total 14(Fourteen) Decimal more or less unto or in favour of Moniruddin Sapui.

AND WHEREAS while said Maniruddin Sapui, Soukat Ali Sapui and Kadbanu Bibi had been enjoying said landed property at Mouza-Kamdahari J.L.No.49, under Khatian-469, achieved by then R.S. Dag No.685, Land areas 15(Fifteen) Decimal more or less in R. S. Dag No.687, land areas 04(four) Decimal more or less and in R.S. Dag No.686 land areas 03(three) Decimal, respectively in total 22-Decimal M/L, out of aforesaid landed property they sold, conveyed, forever

transferred with possession ALL THAT areas measuring 09(Nine) Cottah more or less in favor of Pratima Choudhury wife of Jiban Krishna Chowdhury and Arun Chandra Talukdar at or for a Marketable Consideration of said land at Mouza-Kandahari, J.L. No.49, R.S. Dag No.649, land area sold measuring 9 ½ (Nine & half) Decimal, out of 15-Decimal and at the same location adjacent land of R.S. Dag No.687, Kh.No.15, Land areas 04 Decimal, R.S. Dag No. 686, Kh. No. 133, Land Areas 1.5 Decimal or in local measurement 09 (Nine) Cottah ultimately sold with every right and title due to their urgent need of money by way of registered Deed of Sale executed on 22nd August-1967, registered at the Office of the Sub-Registrar Alipore, south-24 Parganas, recoded in Book No.1, Vol. No. 120, Pages from 29 to 37, Being No.6357, for the Year- 1967.

AND WHEREAS while Mother and Maternal uncle of the earlier Owner named above, had been enjoying jointly without any disturbances by others, said land by erecting a small house thereon duly mutated their names in Shrestha under the Govt. of West Bengal, paying rates and rents, as applicable time to time, the Maternal Uncle "Arun Chandra Talukdar" @ "Arun Krishna Talukdar" gifted his undivided (half) share of the said landed Property measuring 04 Cottah 08 Chittak Bastu Land M/L, out of the total land 09(Nine) Cottah land to his nephew or sister's Sons named Biswajit Chowdhury and Abhijit Chowdhury both sons of Jiban Krishna Chowdhury, out of natural love, affection by virtue of a DEED OF GIFT, registered at D.S.R. Alipore and recorded in Book No.1, being No.3198 for the year-1989 and forever gave the possession with every right and lawful thereof and both sons of said Jiban Krishna Chowdhury along-with their Mother Paramita Chowdhury jointly had been enjoying the said entire land 09(Nine)Cottah or more by mutating their names in the record of the K.M.C., Word No.111, Premises No. 270, Boral Main Road and paying rent, rates & Taxes as applicable time.

AND WHEREAS By a DEED OF DECLARATION dated 02/08/1991, said Pratima Chowdhury after taking physical dimension made pucca fencing surround the building in front of the local bona-fide people and the Owners of the adjacent land where areas of land physically found 09-Cottah 09-Chittack 21 (Twenty-one) Sq. Ft. more or less and thereafter, by virtue of a "Deed of Gift' executed on 7th July-1993, registered at D.S.R. Alipore recorded in Book No.1, being No.1251 for the Year-1991 and on the strength of aforesaid Deed of Declaration, total land was

established as 09Cottah 09Chittack 21(Twenty One) Sq.Ft. more or less on the strength of written Declaration before A.D.S.R., Alipore mentioned above, the said areas of land was established forever.

AND WHEREAS by an under a Deed of Gift dated 07th July-1993, registered at D.S.R. Alipore, recorded in Book No.1, Being No.9356 for the year-1993 Said Pratima Rani Chowdhury gifted, transferred with possession forever out of Love & affection towards her two sons named Biswajit Chowdhury and Abhij Choudhury, born on her womb an areas of land 4(Four) Cottah 12 (Twelve) Chittack 33(Thirty-three) Sq. Ft, where both of their material uncle Arun Krishna Talukdar and their mother Pratima Rani Choudhury therein called DONORS, released all the rights, title, interest and other usufructs of said landed properties in favor of the above named two persons called as DONEES on the strength of above stated Two Deeds.

AND WHEREAS while said two full blood brothers were enjoying said landed property by paying rent and taxes time to time without any disturbances by others, due to their urgent need of Cash for some reasonable purposes sold, transferred with possession-all usufructs, including rights, title & possession thereof ALL THAT Land area 4Cottah 02 Chittack 03Sq.Ft. or a little more or less TOGETHER WITH 150Sq. Ft, R.T. Shed Structure with easement of right 18'-7" Common using Passage from the said landed property up to Boral Main Road, sold with site Plan of the said land demarcating in RED BORDER LINE duly enclosed with said DEED OF SALE in favour of sold the same to the Owners namely: (1) SRI KALA CHAN DEY @ KALACHAND DEY,(2)MONI RANI DEY and (3) SANKAR NRAYAN DEY by way of Bengoli – Saff - Kobala Deed" which was registered at the office of the Additional District Sub-Registrar" Alipore, South-24 Parganas and recorded in Book No.1, Vol. No.26, Pages 295 to 307, being No.878 for the Year-1996.

AND WHEREAS after lawful purchase, said VENDORS have lawfully seized and possessed of said land and duly mutated their names jointly in the Govt. Sherasta for the said entire land measuring more or less 4Cottah 02Chittack 03Sq. Ft. more or less TOGETHER-WITH 150Sq. Ft, R.T. Shed structure with easement of right 18'-7" Common using Passage and had been enjoying the said property paying rents, rates and taxes as applicable time to time without any lawful

interruption, disturbances, hindrance whatsoever in the matter of their rightful Ownership of said BASTU LAND, lying & situates at at Mouza- Kamdahari J.L. No.49, Touzi No. 14, under Khatian-469, & 15, R. S. Dag No 585 & 687, within limit of the Kolkata Municipal Corporation, Ward No. 11 comprising of PREMISES NO.270 BORAL MAIN ROAD, P.O. Garia, Kolkata 700084, more fully mentioned hereunder SCHEDULE.

AND WHEREAS therein called PURCHASERS, herein VENDORS as joint absolute Owners, (1) SRI KALA CHAN DEY @ KALACHAND DEY, MONI RANI DEY and (3) SANKAR NRAYAN DEY had been enjoying the said land mentioned in the foregoing Para and declared that they are the joint owners, Possessor of the aforesaid land with Structure thereon which is free from all encumbrances, liens, lying at Mouza-Kamdahari, J.L. No.49, P.S. Formerly Regent-Park, now Bansdroni, District South-24 Parganas Touzi No.14, R.S.No.200, R.S. Dag No.685, under Khatian No.469, Land areas 03 Cottah 01 Chittack 10 Sq.Ft. more or less and R.S. Dag No.687(P) Khatian No. 15, LAND AREAS 1 Cottah O Chittack 38 Sq.Ft, more or less i.e. entire land measuring more or less 4 Cottah 02 Chittack 03 Sq.Ft. more or less comprising PREMISES NO.270 BORAL MAIN ROAD, K.M.C. Word No.111. Borough-XI and while the Purchasers, herein called the VENDORS had been enjoying the said Property lawfully, sold, conveyed the said plot of land unto or in favor of then ASHIS KUMAR DEY now deceased AND BIJOY GHOSH, detail mentioned in the earlier-Para, duly registered at the Office of the A.D.S.R. Alipore, recorded in Book No.1, Volume No.13, Pages from 368 to 395, being No.02753 for the Year 2010.

AND WHEREAS by and under Two separate registered DEED OF SALE, one of DEED OF SALE, registered at the Office of A.D.S.R. Alipore dated 09th April- 10, duly recorded in Book No.1, CD Volume No. 13, Pages from 343 to 367, being No.02752 for the Year-2010, sold by:-(1) SRI KALA CHAN DEY@ LACHAND DEY, (2) MONI RANI DEY and (3) SANKAR NRAYAN DEY, mentioned above to or in Favor of: (1) ASHIS KUMAR DEY, now deceased (2) BIJOY GHOSH, details mentioned above AND by virtue of another DEED OF SALE, registered at the Office of A.D.S.R. Alipore dated 09th April- 10, duly recorded in Book No.1, CD Volume No. 13, Pages from 368 to 395, being No.02753 for the Year-2010 sold by (1) SRI KALA CHAN

DEY @ ACHAND DEY, MONI RANI DEY and (3) SANKAR NRAYAN DEY, mentioned above to or in Favor of: (1) ASHIS KUMAR DEY, now deceased (2) BIJOY GHOSH, details mentioned above and the aforesaid two plots of land sold, conveyed at or for the separate two consideration amount of each of said different two Deed of Sale mentioned in the Memo of Consideration. Thus, (1) ASHIS KUMAR DEY since deceased AND (2) BIJOY GHOSH jointly became the lawful absolute owner of the said landed property and had been enjoying said Bastu land measuring 06 Cottah 02 Chittack 03 Sq.Ft. or a little more or less, by mutating their names before the Kolkata Municipal Corporation.

AND WHEREAS thereafter unfortunately, said ASHIS KUMAR DEY (Son of Dakshina Ranjan Dey) Sex-Male, died intestate dated 25/12/2014 at the place of death FORTIS HOSPITALS LIMITED, KOLKATA-25 and after demise, LATE ASHIS KUMAR DEY left behind him his Wife named Smt. Moumita Dey, two sons namely:-Arnab Dey and Arpan Dey, all the three are herein called as legal heirs of said LATE ASHIS KUMAR DEY, lawfully seized & possessed c 50%(Fifty-Percent)share of said Landed Property TOGETHER-WITH 125Sq. F R.T. Shed now called as LAND OWNERS of the One Part got 50% share from sold by aforesaid VENDORS, when they resided at 130, Boral Main Road, P.C Garia, Kolkata-700084 as well as another PURCHASER named BIJO GHOSH detail mentioned above purchased remaining 50% (Fifty Percent Share of Land TOGETHER-WITH 125Sq.Ft. R.T. Shed being same share Structure.

Be it mentioned here that LATE ASHIS KUMAR DEY since deceased, while alive, he (Late Ashis Kumar Dey) and SRI BIJOY GHOSH purchased the said two Plots of Land jointly mentioned above, by way of two different Sale-Deeds One registered on 9th-day of April-2010 from the VENDORS namely:- (1) Kalachand Dey @ Kalachand Dey (2) Moni Rani Dey wife of Sri Kalachand (3) Sri Sankar Narayan Dey, son of Sri Sri Kalachand Dey, by virtue of separate Deeds, One registered at the office of A.D.S.R Alipore, recorded Book-1, C. D. Volume No. 13, Pages from 343 to 367, Being No.02752 for year-2010 AND purchased aforesaid persons jointly, Land measuring 02 Cottah more or less AND by same VENDORS, sold another Deed of Sal the same date registered at the office of A.D.S.R Alipore, recorded in Bo CD, Volume No. 13, Pages from 368 to 395, Being No.02753 for the

year 2010, by said Deed purchaser purchased areas of Land 4(Four)Cottah 2(two) Chittack 3(three) Sq. Ft. more or less, aggregating both physical measurement found 06Cottah 02 Chittack 038q. Ft. more or less, but as per Physical measurement found that actual measurement is 409.961Sqmtr, OR 06K- 02Ch-2.8 Sq. Ft. having 50% undivided Share at present got by legal heirs of Late Ashis Kumar Dey mentioned above and remaining 50% undivided share got by MR. BIJOY GHOSH, respectively at present.

Thereafter, by an affidavit given by Moumita Dey dated 27.02.2015, before the Court of the Judicial Magistrate 1st Class at Alipore South-24 Parganas, that the husband of said Moumita Dey, Late Ashis Kumar Dey died on 25.12.2014 at Fortis Hospital, Kolkata-700107, leaving behind him namely:-Moumita Dey as his wife, and 2(Two) Sons namely Arnab Dey and Arpan Dey. Thus, above named legal heirs of Late Ashis Kumar Dey became the undivided 50%(Fifty- Percent)share of Late Ashis Kumar Dey AND remaining 50% (Fifty-Percent) share got by MR. BIJOY GHOSH for himself as both contributed amount of payment as 50:50 ratio each for two Separate Deeds.

AND WHEREAS be it needful to mentioned here the Deed No. 2752" for the year-2010, registered at A.D.S,R Alipore, South-24 Parganas then purchased by Ashis Kumar Dey since deceased A N D Bijoy Ghosh detail mention before then identified as PREMISESNO.395, ATABAGAN under the Kolkata Municipal Corporation ward No.111, Borough-XI, ASSESSEE NO:-31-111-01-0395-9 AND as per Deed No-2753 for the year 2010, registered at A.D.S.R Alipore, South-24Parganas then purchased by Ashis Kumar Dey AND Bijoy Ghosh detail mention before then identified as PREMISES NO. 270 Boral Main Road, within the limit of the Kolkata Municipal Corporation ward No.111, Borough- XI, ASSESSEE NO:-31-111-050-270-2 and as the two plots of land adjacent to each other and both was purchased by same two purchasers and One of the PURCHASERS Late Ashis KumarDey died on 25.12.2014 at Fortis Hospital, Kolkata-700107, leaving behind him namely:-Moumita Dey as his wife, and 2(Two) Sons namely Arnab Dey and Arpan Dey who lawfully seized and possessed undivided 50% share of their husband and father respectively AND remaining undivided 50% share of property mentioned above had gone lawfully to BIJOY GHOSH mentioned before.

AND WHEREAS Thereafter, by way of proper persuasion to the Concerned Authority, said Late Ashis Kumar Dey & Sri Bijoy Ghosh, the Land-Owners submitted entire Sketch Plan of the said two landed property adjacent to each other along with the two purchased Deeds, the said concerned Authority was pleased and identified as Premises No.270/1, Boral Main Road, Assessee No.31-111-05-1064-4 AND after Purchasing the said Property and after demise of Ashis Kumar Dey his wife MOUMITA DEY got her L.R. Dag No. 685 & 687, L.R. KH. No.878 AND ARNAB DEY got his L.R. Dag No. 685 & 687 KH. No.655, AND ARPAN DEY got his L.R. Dag No. 685 & 687 respectively Kh. No.696 as legal heirs of Late Ashis Kumar Dey. On the other hand, BIJOY GHOSH Son of Late Lalmohan Ghosh got his L.R. Dag No.685 & 687 and L.R. Khatian No.925.

AND WHEREAS after demise of the Father's named Ashis Kumar Dey of ARNAB DEY & ARPAN DEY, executed A GENERAL POWER OF ATTORNEY jointly in favor of their Mother named MOUMITA DEY, wife of Late Ashis Kumar Dey where both the said sons uphold their inconvenient and difficult for them to look-after, manage all their affair, business including CONSTRUCTION POWER and all other rights, Powers, authority for the said share or land including acts as one of the BUILDER/DEVELOPER of said LAND including engage, constitute and appoint any Advocate, Pleader, to execute BUILDING PLAN and sign on in any necessary documents and papers in respect of said Landed Property and others whatsoever needful to complete the Building and to sell allocated portions to the intending PURCHASERS by virtue of Deed of Conveyance, Sale Deed etc on our behalf and yourself said GENERAL POWER OF ATTORNEY was registered at the Office of A.D.S. R. ALIPORE and recorded in Book No. IV, CD Volume No.1, Pages from 1972 to 1981, being No.00174 for the year-2015.

We, all the above named LAND-OWNERS lawfully care and looking after with legitimate guard of the said land and made boundary Declaration of the said Land through L.B.S.in respect of Premises No.270, Boral Main Road, Ward No.111, P.S. Regent Park, now Bansdroni, Borough-XI, Dag No.685,687,688, Khatian No.469, 765,15, Mouja-Kamdahari, Kolkata-700084 UNDER THE KOLKATA MUNICIPAL CORPORATION at present each of the LAND-OWNERS are MOUMITA DEY got her

L.R. Dag No. 685 & 687, L.R. KH. No.878 AND ARNAB DEY got his L.R. Dag No. 685 & 687 KH. No.655, AND ARPAN DEY got his L.R. Dag No. 685 & 687 respectively, Kh. No.696 as legal heirs of Late Ashis Kumar Dey. On the other hand, BIJOY GHOSH Son of Late Lalmohan Ghosh got his L.R. Dag No.685 & 687 and L.R. Khatian No. 925 and after the demise of ASHIS KUMAR DEY, it has been needful to RECONSTRUCT THE DEED OF PARTNERSHIP M/S. PERFECT ENTERPRISE, having former Address:- 77, BORAL MAIN ROAD, P.O.GARIA, P.S. BANSDRONI, KOLKATA- 700084 AND according to One GENERAL POWER OF ATTORNEY given by legitimate son of Late Ashis Kumar Dey, namely ARNAB DEY & ARPAN DEY empowered their Mother MOUMITA DEY to do all inter-alias acts, deeds and things as self and on behalf of said two Sons, being all the legal heirs of Late Ashis Kumar Dey, all the aforesaid Land-Owners Jointly got 50% Share of the total Land 06Cottah 02Chittack 2.8 Sq.Ft. more or less.

AND WHEREAS On the other hand, BIJOY GHOSH Son of Late Lalmohan Ghosh got his L.R. Dag No.685 & 687 and L.R. Khatian No.925, having 50 (Fifty)% Share of the total Land 06Cottah 02 Chittack 2.8Sq. Ft. more or less, as Landowner & Developer having equal right of both Part of Land Owners clearly mentioned as: 1-(1) SMT. MOUMITA DEY as wife of Late Ashis Kumar Dey (ii) ARNAB DEY & (iii) ARPAN DEY, being 2 & 3 are the major aged two Sons, all 1, 2 & 3 jointly got 25% share Allocated Portion as Land Owners Allocation AND (2) MR. BIJOY GHOSH Son of Late Lalmohan Ghosh shall get 25% share as Land Owner's Allocation as self which is inter-alias agreed between the LAND OWNERS Left by Late Ashis Kumar Dey that share of Profit shall be equal between 1-(1) SMT. MOUMITADEY as wife of Late Ashis Kumar Dey (ii) ARNAB DEY & (iii) ARPAN DEY as ONE PART get 25% as Land Owners and balance 25% shall be got as DEVELOPER'S Allocation AND in same way (2) MR.BIJOY GHOSH Son of Late Lalmohan Ghosh shall get 25% share as LAND-OWNER ALLOCATION AND remaining 25% shall be got out of the DEVELOPER'S ALLOCATED PORTION.

AND WHEREAS DEED OF PARTNERSHIP was reconstructed after the Demise of Ashis Kumar Dey mention before, which was made on 13<sup>th</sup> day of February for the Year-2015 and in terms of the Partnership Deed dated: 05.02.2009 the legal heirs said Late Ashis Kumar Dey admitted that SMT.

MOUMITA DEY as wife of Late Ashis Kumar Dey Shall be FIRST PARTNER AND MR. BIJOY GHOSH Son of Late Lalmohan Ghosh Shall act as the SECOND PARTNER, First Partner & Second Partner both entirely get share of land along with profit as per 50:50 ratio each out of allocated areas.

1) That the above named LAND OWNERS are the Lawful Owners with every rights, title, interest and possession of the ALL THAT piece of parcel of Bastu land as per physical measurement survey found by L.B.S is 409. 961 Sq. mtr. OR 06K-02Ch-2.8Sq.ft more or less TOGETHER-WITH 250Sq.Ft. Asbestos Shed now demolished, owing to construction of a New Multi-Storied Building, lying at Mouja-Kamdahari, J.L.No.49, Touji No.14, Dag No. 685, 687, 688, Khatian No.469, 765, 15, P.S. Bansdroi, Kolkata 700084 within the Limit of the Kolkata Municipal Corporation, Ward No.111, Borough-X AND the instant land by nature BASTU Known and identified as PREMISES NO.270/1, BORAL MAIN ROAD, WARD NO.111, BOROUGH-XI UNDER THE KOLKATA MUNICIPAL CORPORATION and assessed under Assessee No. 31-111-05-1064-4 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. 655, 878, 925 and 696 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 Moumita Dey, Arnab Dey, Arpan Dey and Bijoy Ghosh, 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 PERFECT ENTERPRISE, a Partnership Firm, being represented by its Partners namely Sri Bijoy Ghosh (son of Late Lal Mohan Ghosh) and Smt. Moumita Dey (wife of Late Ashish Kumar Dey), to raise a multi storied building there on their Schedule mentioned land property, under some specific terms and conditions.

AND WHEREAS the Developer Concern named PERFECT ENTERPRISE, a Partnership Firm, being represented by its Partners namely Sri Bijoy Ghosh (son of Late Lal Mohan Ghosh) and Smt. Moumita Dey (wife of Late Ashish Kumar Dey) have entered into a Development Agreement with the above mentioned Land Owners on 04.08.2023, 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 – III at Alipore and recorded in Book No. I, Volume No. 1603-2023, from 325854 to 325910 Pages and being Deed No. 160311732 for the year 2023.

Subsequently, the said Moumita Dey, Arnab Dey, Arpan Dey and Bijoy Ghosh have also executed a Development Power of Attorney on the same date i.e. on 04.08.2023, appointing and/or nominating and/or constituting the abovenamed PERFECT ENTERPRISE, a Partnership Firm, being represented by its Partners namely Sri Bijoy Ghosh (son of Late Lal Mohan Ghosh) and Smt. Moumita Dey (wife of Late Ashish Kumar Dey) as their true & lawful Attorney. The said Development Power of Attorney has been registered at the Office of the District Sub – Registrar – III at Alipore and recorded in Book No. I, Volume No. 1603-2023, from 354923 to 354945 Pages and Being Deed No. 160311749 for the year 2023.

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. 2023110162 dated 19.08.2023 of Borough XI.

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.

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 ) Sq. Ft., at the Side of the Ground Floor, the said G + about 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 hereinnamed, 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. ...../-) only, well and truly paid by the Purchasers to the Developer on or (Rupees 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 ALL THAT the Flat/unit / Car Parking Space, Being No. , on the ) Sq. Ft. of Carpet Area, Side of the Floor, measuring about 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 namely "PERFECT ASHIS VILLA" lying and situated at the KMC Premises No. 270/1, Boral Main Road, 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 <u>A N D</u> 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 / Car Parking Space 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 areas of BASTU-LAND as physical per measurement 06 Six) Cottah 02 (Two) Chattak 2.8 (Two Point Eight) Sq. Ft., lying and situates at situates at Mouja-Kamdahari, J.L.49. Touji, No.14, PREMISES NO.270/1, Boral Main Road, Ward No.111, Borough-XI, P.S. Formerly-Regent Park, now, Bansdroni, Old Khatian No.144, Hall Khatian-477, R. S. Dag No.685, 687, R.S. KhatianNo.469, Presently L.R. Dag No. of Moumita Dey-685, 687, L.R. Khatian:- 878, L. R. Dag No. of Arnab Dey is 685, 687, L.R. Khatian No.655, L.R. Dag No. of Arpan Dey 685, 687, L.R. Khatian No.696AND Bijoy Ghosh L.R. Dag No.685, 687, L.R. Khatian No.925, P.S. before Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdroni, A.D.S.R. Alipore, District- South-24 Parganas and presently the land is known and identified as Premises No.270/1, Boral Main Road, Assessee No.311110510644 within the limit of the Kolkata Municipal Corporation, K.M.C. ward No.11 Borough-XI, P.O. Garia, P.S. Bansdroni, Kolkata- 700084 which is the Subject landed property where new Building will be constructed as per Sanctioned Building Plan. The said land is butted bounded by:-

ON THE NORTH: 12 Anandashree 2nd Lane.

ON THE SOUTH: 96 Boral Main Road.

ON THE EAST - 13 Anandashree 2nd Lane.

ON THE WEST -11 Anandashree 2nd Lane. 274.

### SCHEDULE 'B' (THE BUILDING)

ALL THAT one self-contained residential flat in theof the said multi-
storeyed building identified as Flat measuring with Covered Area
be the same a
little more or less of the said building together with the proportionate undivided
interest or share on the land along with all proportionate rights on all common
areas and facilities of the building, which to be construct on the premises
mentioned in the First Schedule hereinafter written AND delineated in Map or Plan
annexed hereto. The said Flat is butted and bounded as follows:

ON THE NORTH	•
ON THE SOUTH	<b>:</b>
ON THE EAST	<b>:</b>
ON THE WEST	•

# SCHEDULE 'C' (THE FLAT AND ROOF COVERED CAR PARKING SPACE TO BE SOLD UNDER THIS AGREEMENT FOR SALE)

ALL THAT the Self Sufficient Residential Flat, being No. , at the Side of the Floor, measuring ( ) Sq. Ft. of Super Built Area, consisting of 00 (...... Bed rooms, 00(...... Pantry, 00() Drawing and Dining space, 01(One) toilet, 01(One)W.C,01(One) balcony, along with a Car Parking Space being No. , on the ......floor, measuring about Sq. Ft., along with the proportionate share and interest in the Land under the Building, to be constructed at the KMC Premises No. 270/1, Boral Main Road, Kolkata - 700084, District: South 24 Parganas, 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 Agreement, 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 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.

<u>IN WITNESS WHEREOF</u> 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:

MOUMITA DEY

ARNAB DEY

ARPAN DEY AND

BIJOY GHOSH

SIGNATURE OF LAND OWNERS

SIGNATURE OF THE PURCHASER/S

(2)	
	SIGNATURE OF THE DEVELOPER

**Drafted and Prepared:** 

Advocate Alipore Judges' Court, Kolkata – 700027.

#### RECEIPT

RECEIVED from the	e Purchaser/s a sum of Rs.	/- (Rupees	)
only, as per the Memo belo	ow:-		
	MEMO OF CONSIDERATION		
Paid by Cheque being			
	Total	<u>Rs.</u>	<b>-</b> 8
(Rupees	<i>≟</i> ) only.		
WITNESSES:			
(1)		W/0 Dm	
	M/S. PERFECT ENTERPRISE	M/S. PERFECT ENTERPR Mourilla Dey	ISE
	Partner	Partr	ner
(2)	SIGNATURE OF THE	DEVELOPER	