



B Y

(1) SRI SUBRATA SAHA (PAN: GNDPS 0783 J), son of Sri / Late Madan Mohan Saha, by occupation Business, by religion Hindu, by Nationality - Indian, residing at Rshon Shop Boral, Rajpur Sonarpur (M), Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata 700154, District South 24 Parganas, AND (2) SRI SUJAY SADHUKHAN ALIAS SUJOY SADHUKHAN (PAN: BKUPS 0771 F), son of Sri/ Late Sudhangshu Sadhukhan, by occupation Business, by religion Hindu, by nationality Indian, residing at Sadhukhan Para, Boral, Rajpur Sonarpur (M), Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata 700154, District South 24 Parganas, AND (3) SRI BIJOY GHOSH (PAN ADYPG 4183 B), son of Late Lalmohan 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 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. NARAYANI CONSTRUCTION a Sole Proprietorship Concern, having its Office at 468, Boral Main Road, Post Office Boral, Police Station Narendrapur (previously Sonarpur), 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, Boral, Post Office Boral, Police Station Narendrapur (previously

Sonarpur), Kolkata - 700154, District South 24 Parganas, by virtue of Development Power of Attorney dated 08.12.2023, which has been registered at the Office of the Additional District Sub – Registrar at Garia and recorded in Book No. I, Volume No. 1629-2023, from 157195 to 157217 Pages and Being Deed No. 162905626 for the year 2023.

AND CONFIRMED BY

M/S. NARAYANI CONSTRUCTION a Sole Proprietorship Concern, having its Office at 468, Boral Main Road, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata 700154, District South 24 Parganas, 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, Boral, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata - 700154, District South 24 Parganas, hereinafter called and referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the 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) 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 Sri Barendra Nath Ghosh, Sri Krishna Mohan Ghosh, Sri Harendra Nath Ghosh and Sri Bimal Kumar Ghosh (all are sons of Late Satish Chandra Ghosh) became the joint and absolute Owners and Possessors of :-

- ALL THAT the piece or parcel of Land measuring or containing more or less 9 (Nine) Cottahs, 04 (Four) Chittacks {out of which a portion of land measuring about 06 (Six) Cottahs is lying under R.S. Khatian No. 231, comprised under R.S. Dag No. 660, corresponding to L.R. Dag No. 874, and a portion of Land measuring about 03 (Three) Cottahs and 04 (Four) Chittacks is lying under R.S. Khatian No. 231, comprised under R.S. Dag No. 659, corresponding to L.R. Dag No. 873}, lying and situate within the District : South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur), Pargana Magura, Touzi No.142, J.L. No. 61, R.S. No. 119, Mouza - Boral, appertaining to the R.S. Khatian No. 231, comprising R.S. Dag No. 659 & 660 corresponding to L.R. Dag No. 873 & 874, within the limits of the Rajpur Sonarpur Municipality under Ward No.34; -- by virtue of Law of Inheritance
- ALL THAT the piece or parcel of Land measuring or containing more or less 03 (Three) Cottahs, lying and situate within the District : South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur), Pargana Magura, Touzi No.142, J.L. No. 61, R.S. No. 119, Mouza - Boral, appertaining to the R.S. Khatian No. 747 and 748, comprising R.S. Dag No. 663, -- by way of Purchase vide Deed No. 10086 for the year 1980.

- ALL THAT the piece or parcel of Land measuring or containing more or less 02 (Two) Cottahs and 09 (Nine) Chittacks, lying and situate within the District : South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur), Pargana Magura, Touzi No.142, J.L. No. 61, Mouza - Boral, appertaining to the R.S. Khatian No. 151, comprising R.S. Dag No. 656 - - by virtue of Deed of Gift vide Deed No. 9209 for the year 1990.

AND WHEREAS by virtue of the above, the said Sri Barendra Nath Ghosh, Sri Krishna Mohan Ghosh, Sri Harendra Nath Ghosh and Sri Bimal Kumar Ghosh seized and possessed the said Proeptries jointly and absolutely and without any disturbances and / or hindrances from any corner.

AND WHEREAS the said Sri Barendra Nath Ghosh, Sri Krishna Mohan Ghosh, Sri Harendra Nath Ghosh and Sri Bimal Kumar Ghosh have mutually and amicably partitioned and / or demarcated their respective individual Plot of Land by metes and bounds to avoid future complications and litigation among themselves, by virtue of execution and registration of the Deed of Partition which was duly registered at the office of the District Sub Registrar at Alipore and recorded in Book No. I, Volume No. 220, from 292 to 302 Pages and being Deed No. 9210 for the year 1990.

AND WHEREAS in pursuance of the said Partition, the said Krishna Mohan Ghosh have acquired and sufficiently entitled to ALL THAT the piece or parcel of Land measuring or containing more or less 11 (Eleven) Cottahs, 11 (Eleven) Chittacks and 15 (Fifteen) Sq. Ft., {out of which a

portion of Land measuring about -- \* 02 Cottahs 01 Chittacks and 15 Sq. Ft., under R.S. Khatian No. 151, under R.S. Dag No. 656;

- 03 Cottahs and 04 Chittacks under R.S. Khatian No. 231, under R.S. Dag No. 659;
- 06 Cottahs and 06 Chittacks under R.S. Khatian No. 231, under R.S. Dag No. 660; -- lying and situate within the District: South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur), Pargana Magura, Touzi No.142, J.L. No. 61, R.S. No. 119, Mouza - Boral, appertaining to the R.S. Khatian No. 151 and 231, comprising R.S. Dag No. 656,659 and 660, being Plot No. B as mentioned in the said Schedule mentioned GA of the said Deed of Partition.

AND WHEREAS while seized and possessed of the said Property, the said Krishna Mohan Ghosh sold and / or conveyed ALL THAT the piece or parcel of Land measuring or containing more or less 09 (Nine) Cottahs, 04 and (Four) Chittacks {out of which a portion of land measuring about 06 (Six) Cottahs is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 220, comprised under R.S. Dag No. 660, corresponding to L.R. Dag No. 874, and a portion of Land measuring about 03 (Three) Cottahs and 04 (Four) Chittacks is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 220 & others, comprised under R.S. Dag No. 659, corresponding to L.R. Dag No. 873}, lying and situate within the District : South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur), Pargana Magura, Touzi No.142, J.L. No. 61, R.S. No. 119, Mouza - Boral, appertaining to the R.S. Khatian No. 231, corresponding to L.R. Khatian No. 220 & others, comprising R.S. Dag No. 659 & 660

corresponding to L.R. Dag No. 873 & 874, to and in favour of Sri Bijoy Ghosh and Smt. Arati Ghosh, by virtue of execution and registration of the Deed of Sale dated 13.12.2010, duly registered at the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No. I, C. D. Volume No. 32, from 4887 to 4908 Pages and being Deed No. 13668 for the year 2010.

On and from the date of purchase of the said Property, the said Bijoy Ghosh and Arati Ghosh became the joint and absolute Owners of the above mentioned Property and started to possess and enjoy the same jointly and absolutely and without any disturbances and / or hindrances from any corner and thereby mutated their names in the books and records of the Rajpur Sonarpur Municipality under Ward No. 34 and the said Property is being known and numbered as the Holding No. 10, Boral A, Kolkata 700154 and also recorded their names in the records of the B.L.&L.R.O. and their names have been recorded under L.R. Khatian Nos. 1982 & 1983 and thereby started to pay its taxes, rents and other payables to the Concerned Authorities regularly.

ON THE OTHER HAND, one Ashutosh Sadhukhan being the sole and absolute Owner and Possessor of ALL THAT the piece or parcel of Land measuring or containing more or less 2.5 Decimal, lying and situate within the District: South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur), Pargana Magura, Touzi No.142, J.L. No. 61, Mouza - Boral, appertaining to the R.S. Khatian No. 231, comprising C.S. Dag No. 660, sold and / or conveyed the said Property, to and in favour of Smt. Sishubala Sadhukhan, by virtue of execution and registration of the

Deed of Sale dated 23.11.1954, duly registered at the office of the Sub Registrar at Baruipur and recorded in Book No. I, Volume No. 81, from 165 to 166 Pages and being Deed No. 7078 for the year 1954.

AND WHEREAS the said Subrata Saha and Sujoy Sadhukhan are the joint and absolute Owners and Possessors of ALL THAT piece or parcel of Land measuring or containing more or less 01 (One) Cottah, 09 (Nine) Chittacks and 16 (Sixteen) Sq. Ft., along with a Temporary Shed Structure measuring about 100 (One Hundred) Sq. Ft., standing thereon, lying and situate within the District: South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur), Touzi No. 142, J.L. No. 61, R. S. No. 199, Mouza - Boral, appertaining to the R.S. Khatian No. 231, corresponding to L.R. Khatian No. 2606 and 2607 (previously 1329), comprised under C.S. / R.S. Dag No. 660, corresponding to L.R. Dag No. 872, within the limits of the Rajpur Sonarpur Municipality, Ward No.34, being known and numbered as the Old Holding Nos. 557 & 351, Sreepur Bagherghole, Kolkata 700154, by virtue of execution and registration of the Deed of Gift (scripted in Bengali as Danpatra Dalil) dated 15.12.1994, which was duly registered at the office of the District Sub Registrar – IV at Alipore and recorded in Book No. I, Volume No. I, from 116 to 124 Pages and being Deed No. 29 for the year 1994.

During their such joint, absolute and peaceful possession and enjoyment of the said property, the said Subrata Saha and Sujoy Sadhukhan, 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 M/S. NARAYANI CONSTRUCTION, a Partnership Firm, being represented by its Partners namely SRI BIJOY GHOSH AND SMT. ARATI GHOSH to raise a multi storied building there on their Schedule mentioned land property, under some specific terms and conditions.

AND WHEREAS the Developer Concern M/S. NARAYANI CONSTRUCTION being represented by its Partners namely SRI BIJOY GHOSH AND SMT. ARATI GHOSH (since deceased) have entered into a Development Agreement with the above mentioned Land Owners on 11.07.2014, with some settled terms and conditions as laid down in the said Development Agreement which was duly registered at the Office of the Additional District Sub Registrar at Sonarpur and recorded in Book No. I, CD Volume No. 15, from 477 to 499 Pages and being Deed No. 07095 for the year 2014.

Subsequently, the said Subrata Saha and Sujoy Sadhukhan have also executed a Development Power of Attorney on the same date i.e. on 11.11.2014, appointing and/or nominating and/or constituting the above-named BIJOY GHOSH AND ARATI GHOSH, being the Partners of M/S. NARAYANI CONSTRUCTION as their true & lawful Attorney. The said Development Power of Attorney has been registered at the Office of the Additional District Sub – Registrar at Sonarpur and recorded in Book No. I, CD Volume No. 23, from 2302 to 2314 Pages and Being Deed No. 11034 for the year 2014.

AND WHEREAS the said Subrata Saha, Sujay Sadhukhan alias Sujoy Sadhukhan, Bijoy Ghosh and Arati Ghosh have become the joint

and absolute Owners and Possessors of ALL THAT the piece or parcel of Land measuring or containing more or less 10 (Ten) Cottahs, 13 (Thirteen) Chittacks and 16 (Sixteen) Sq. Ft., {out of which a portion of land measuring about 06 (Six) Cottahs is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 1982 and 1983 (previously 220+), comprised under R.S. Dag No. 660, corresponding to L.R. Dag No. 873 and 874, and a portion of Land measuring about 03 (Three) Cottahs and 04 (Four) Chittacks is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 1982 and 1983 (previously 220 & others), comprised under R.S. Dag No. 659, corresponding to L.R. Dag No. 873 and a portion of Land measuring about 01 (One) Cottah 09 (Nine) Chittack and 16 (Sixteen) Sq.Ft., is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 2606 and 2607, comprised under R.S. Dag No. 660, corresponding to L.R. Dag No. 872}, lying and situate within the District : South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur), Pargana Magura, Touzi No.142, J.L. No. 61, R.S. No. 119, Mouza - Boral, appertaining to the R.S. Khatian No. 231, corresponding to L.R. Khatian No. 1982, 1983, 2606 and 2607 (previously 220 & others), comprising R.S. Dag No. 659 & 660 corresponding to L.R. Dag No. 872, 873 & 874, within the limits of the Rajpur Sonarpur Municipality under Ward No.34, being known and numbered as the Holding No.10, Boral –A, Post Office Boral, Kolkata – 700154 and assessed under the Assessment No. 1104302054979, by virtue of execution and registration of the two separate Deeds of Gift dated 11.11.2014, which were duly registered at the Office of the Additional District Sub Registrar Sonarpur and recorded in Book No. I and being Deed Nos. 11031 & 11033 both for the year 2014

and seized and possessed the same jointly and absolutely and absolutely and without any disturbances from any corner.

Thereafter, the said Arati Ghosh being one of the Partners of the M/S. Narayani Construction, died intestate on 20.08.2019, leaving behind her, her husband namely Bijoy Ghosh i.e., the other Partner of the M/S. Narayani Construction, as her only legal heir and / or successor to inherit and / or succeed the properties as left by the deceased Arati Ghosh.

Hence, after the demise of the said Arati Ghosh, the said Bijoy Ghosh have become the Sole Proprietor of M/S. Narayani Construction, since the said Bijoy Ghosh is the only legal heir and / or successor of the deceased Arati Ghosh.

in the mean- time a Building Plan of G + IV storied Building has been sanctioned after complying all the required formalities from the Competent Authority of The Kolkata Municipal Corporation vide Approved Plan No. 121/CB/34/33 dated 26.09.2022, consisting of several self - sufficient residential Flat, Car Parking Space and Shop Rooms etc.

AND WHEREAS the said Bijoy Ghosh have also initiated necessary steps to regularize the papers and documents to alter and / or change the said Partnership Firm to Sole Proprietorship Firm and after due compliance of all the formalities, the said M/S. Narayani Construction has been known and recognized as the Sole Proprietorship Firm.

AND WHEREAS, out of several of reasons and / or technical error, the said Land Owners and the Developer, have jointly cancelled the said Development Agreement dated 11.11.2014, by virtue of execution and registration of Cancellation of Development Agreement on 08.12.2023, which was duly registered at the Office of the Additional District Sub Registrar at Garia and recorded in Book No. I, Volume No. 1629 -2023, from 157575 to 157591 Pages and being Deed No. 162905611 for the year 2023.

On the same day, i.e., on 08.12.2023, the said Land Owners have also revoked and / or cancelled the power and / or authority as given to the said M/S. Narayani Construction, by virtue of execution of revocation and / or cancellation of Development Power of Attorney dated 11.11.2014, which was duly registered on 08.12.2023, at the Office of the Additional District Sub Registrar at Garia and recorded in Book No. IV, Volume No. 1629 -2023, from 1926 to 1939 Pages and being Deed No. 162900138 for the year 2023.

During their such joint, absolute and peaceful possession and enjoyment of the said property, the said Subrata Saha, Sujoy Sadhukhan 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 M/S. NARAYANI 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 M/S. NARAYANI CONSTRUCTION being represented by its Sole Proprietor namely SRI BIJOY GHOSH have entered into a Development Agreement with the above mentioned Land Owners on 08.12.2023, with some settled terms and conditions as laid down in the said Development Agreement which was duly registered at the Office of the Additional District Sub Registrar at Garia and recorded in Book No. I, Volume No. 1629 -2023, from 157218 to 157260 Pages and being Deed No. 162905618 for the year 2023.

Subsequently, the said Subrata Saha, Sujoy Sadhukhan and Bijoy Ghosh have also executed a Development Power of Attorney on the same date i.e. on 08.12.2023, appointing and/or nominating and/or constituting the above-named BIJOY GHOSH, being the Sole Proprietor of M/S. NARAYANI CONSTRUCTION as their true & lawful Attorney. The said Development Power of Attorney has been registered at the Office of the Additional District Sub – Registrar at Garia and recorded in Book No. I, Volume No. 1629-2023, from 157195 to 157217 Pages and Being Deed No. 162905626 for the year 2023.

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 about \_\_\_\_\_ ( \_\_\_\_\_ ) Sq. Ft., at the \_\_\_\_\_ Side of the Ground Floor, the said G + IV building, ALONG WITH the proportionate share and interest in the land underneath TOGETHER WITH the other common areas, facilities, amenities, rights, duties and liabilities at or for a total price and/or consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ ) only.

Finding the proposal as an acceptable one, the Developer herein named has decided to sell ALL THAT the self – sufficient residential Flat Flat/unit / Roof Covered Car Parking Space/ Commercial Space/ Shop Room, Being No. \_\_\_\_\_, on the \_\_\_\_\_ Side of the \_\_\_\_\_ Floor, measuring about \_\_\_\_\_ ( \_\_\_\_\_ ) Sq. Ft. of Carpet Area, along with a Roof Covered Car parking Space measuring about \_\_\_\_\_ ( \_\_\_\_\_ ) Sq. Ft., at the \_\_\_\_\_ Side of the Ground Floor, of the said multi storied building, which is more-fully described under the Schedule - "C" hereunder and shown in

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

Subsequently, after making arrangement of money towards payment of the residue portion of the settled consideration amount as also the required expenses for the purpose of execution and registration of the required Deed of Conveyance, the Purchaser/s herein named have requested the Developer herein named to handover the possession of the said Flat/unit / Roof Covered Car Parking Space/ Commercial Space/ Shop Room and to execute the required Deed of Conveyance and to make the same registered to conclude the transaction, after receiving the residue portion of the settled consideration amount, on which the Developer concern herein named has agreed.

AND HENCE THIS DEED OF CONVEYANCE.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance to the said Agreement for Sale and in consideration of the said sum of Rs.                      /- (Rupees                      ) only, well and truly paid by the Purchasers to the Developer on or before the execution of these presents as per Memo of Consideration attached herewith and the Developer herein, of and from

the same and every part thereof does hereby acquit, release, exonerated and forever discharge the Purchasers as well as the Flat/unit / Roof Covered Car Parking Space/ Commercial Space/ Shop Room, as more fully described in the Schedule -"C" hereunder written and every part thereof hereby sold 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 Holding No. 10, Boral A, Kolkata 700154, Police Station Narendrapur (previously Sonarpur), District : South 24 Parganas, as more fully and particularly mentioned in the Schedule - "C" hereunder written ALONG WITH all easement and quasi-easement rights and benefits for the use and enjoyment of the said Flat/unit / Roof Covered Car Parking Space/ Commercial Space/ Shop Room 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 measuring or containing more or less 10 (Ten) Cottahs, 13 (Thirteen) Chittacks and 16 (Sixteen) Sq. Ft., along with a temporary shed structure measuring about 500 (Five Hundred) Sq. Ft., standing thereon, {out of which a portion of land measuring about 06 (Six) Cottahs is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 1982 and 1983 (previously 220+), comprised under R.S. Dag No. 660, corresponding to L.R. Dag No. 873 and 874, and a portion of Land measuring about 03 (Three) Cottahs and 04 (Four) Chittacks is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 1982 and 1983 (previously 220 & others), comprised under R.S. Dag No. 659, corresponding to L.R. Dag No. 873 and a portion of Land measuring about 01 (One) Cottah 09 (Nine) Chittack and 16 (Sixteen) Sq.Ft., is lying under R.S. Khatian No. 231, corresponding to L.R. Khatian No. 2606 and 2607, comprised under R.S. Dag No. 660, corresponding to L.R. Dag No. 872}, lying and situate within the District : South 24-Parganas, Police Station – Narendrapur (previously Sonarpur), Additional District Sub – Registrar Office at Garia (previously Sonarpur),



Pargana Magura, Touzi No.142, J.L. No. 61, R.S. No. 119, Mouza - Boral, appertaining to the R.S. Khatian No. 231, corresponding to L.R. Khatian No. 1982, 1983, 2606 and 2607 (previously 220 & others), comprising R.S. Dag No. 659 & 660 corresponding to L.R. Dag No. 872, 873 & 874, within the limits of the Rajpur Sonarpur Municipality under Ward No.34, being known and numbered as the Holding No.10, Boral –A, Post Office Boral, Kolkata – 700154 and assessed under the Assessment No. 1104302054979.

The property is butted and bounded by:

ON THE NORTH : 12'-00" wide Municipal Road;

ON THE SOUTH : 05'-00" wide Common Passage and Part of  
Land under R.S. Dag No. 659 & 660;

ON THE EAST : 34'-00" wide Boral Main Road;

ON THE WEST : Part of the Land under R.S. Dag No. 660.

SCHEDULE 'B'  
(THE BUILDING)

ALL THAT the G + IV Storied Building, as per the Approved Plan No. 121/CB/34/33 dated 26.09.2022, consisting of several self - sufficient residential Flat, Car Parking Space and Shop Rooms etc.

The name of the Building is "PACIFIC ROYAL".

The Lift Facility is provided within the building.

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 ....., measuring about ..... (.....) Sq. Ft. of Super Built Area, consisting of 03 (Three) Bed rooms, 01(One) Pantry, 01 (One) Drawing and Dining space, 01(One) toilet, 01(One)W.C, 01(One) balcony, along with a Car Parking Space being No. ....., on the Ground Floor, measuring about ..... (.....) Sq. Ft., along with the proportionate share and interest in the Land under the Building, to be constructed at the Holding No.10, Boral –A, Kolkata - 700154, 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 Rajpur Sonarpur Municipality to the underground main delivery pipe lines from the

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

3. That The Rajpur Sonarpur Municipality water supply or boring water to be reserved in underground tank and thereafter shall be lifted to the overhead tank by the self pump arrangement system of the premises.

4. Staircase and landings from ground floor to the ultimate roof level and lobbies common to staircase at different floors and the roof.

5. Water pump and motor, electrical wiring and main switch gears, main electrical distribution boards, electrical wiring and other installations and fittings, main electric meter and access to pump room, electric meter space, darwan room etc.

6. Boundary walls, main gates, driveways to the premises and buildings.

7. All other common areas and services of the building including all constructions and installations thereon and proportionate share of land attributable in the said area of flat, which includes area of staircase depth of walls and other service areas.

8. Right of egress and ingress to the top floor roof, all beams, rafters, columns, supports etc.

9. Lift, Lift Well, Lift Machine Room, etc.,

SCHEDULE 'E'  
(COMMON EXPENSES)

1) Proportionate share of Insurance premium for insuring the said building.

2) Proportionate share of Expenses to maintain outside elevation if needed.

- 3) Proportionate share of Expenses to maintain lift and keep it running condition
- 4) The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage, rain water discharge arrangement, water supply system, supply of electricity to all common areas.
- 5) The expenses of repairing, maintaining, painting, white-washing and colour washing the main structure of the building including the exterior of the building and also the common area of the building.
- 6) The costs of cleaning and lighting the entrance of the building, the passage and spaces around the building, lobby corridors, staircases, lift and lift room, and other common areas.
- 7) Salary, wages, fees and remuneration of durwans, sweepers, plumbers, electricians, caretakers or any other person whose appointment may be considered necessary for maintenance and protection of the said building and administration and management of the affairs thereof.
- 8) The Municipal taxes, commercial surcharges, multi-storied building taxes, urban land taxes, water taxes and other rates and taxes of said building.
- 9) All expenses of common services and in common with common areas and facilities.
- 10) Such expenses as are necessary for or incidental to the maintenance and up keeping of the building and of the common areas facilities and amenities.

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

IN THE PRESENCE OF:

(1)

- As the constituted Attorney of:
- 1. SUBRATA SAHA
- 2. SUJAY SADHUKHAN
- ALIAS SUJOY SADHUKHAN and
- 3. BIJOY GOSH

\_\_\_\_\_  
SIGNATURE OF LAND OWNERS

(2)

DEVELOPER

\_\_\_\_\_  
SIGNATURE OF THE

PURCHASER/S

\_\_\_\_\_  
SIGNATURE OF THE

Drafted and Prepared:

Advocate  
Alipore Judges' Court,  
Kolkata – 700027.

R E C E I P T

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

M E M O O F C O N S I D E R A T I O N

- Paid by Cheque being

Total	_____
	... <u>Rs.</u>
/-	

(Rupees                                  ) only.

WITNESSES:

(1)

**NARAYANI CONSTRUCTION**  
  
**Proprietor**

---

SIGNATURE OF THE DEVELOPER

(2)