

BY AND BETWEEN

(1) MR. SUSANTA CHATTERJEE (PAN: AYDPC 4131 F) son of Late Ramendra Nath Chatterjee, by occupation Service, residing at 5/1C, Baishnabghata Road, Police Station Netajinagar (previously Patuli) Post Office Naktala, Kolkata-700047, District South 24 Parganas, (2) SMT. SNIGDHA MUKHERJEE (CHATTERJEE) (PAN AEYPM 7039 P) wife of Late Durgadas Mukherjee, daughter of Late Ramendra Nath Chatterjee, a Retired Person, residing at: B - 3/39, Kalyani Notified-Area, Post Office and Police Station Kalyani, District: Nadia, Pin: 741235, (3) M/S. PACIFIC ASSOCIATE a Proprietorship Firm, having its office at 399, Uttar Sripur, Boral Main Road, Police Station Narendrapur (previously Sonarpur), Kolkata – 700154, District South 24 Parganas and being represented by its Sole Proprietor namely 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, (4) MR. CHAPAL CHATTERJEE (PAN: AIEPC 2786 R) son of Late Sishir Kumar Chatterjee alias Sisir Chatterjee, by Occupation Service, residing at 5, Baishnabghata Road, Police Station Netajinagar (previously Patuli) Post Office Naktala, Kolkata-700047, District South 24 Parganas, (5) MRS. MINATI CHATTERJEE (PAN: AROPC 1397 H), daughter of Late Sishir Chatterjee alias Sisir Chatterjee, a House-wife, residing at 5, Baishnabghata Road, Police Station Netajinagar (previously Patuli) Post Office Naktala, Kolkata-700047, District South 24 Parganas, -- all are by religion Hindu, by nationality Indian, hereinafter jointly called and referred to as the LAND OWNERS (which term or expression shall unless excluded by or repugnant to the context shall mean & include their and each of their heirs, successors, executors, administrators, legal representatives, assignees and persons, deriving title under them) of the FIRST PART and the Land Owners No. 1,2, 4 & 5 herein named being represented by their Constituted Attorney and also for self namely

M/S. PACIFIC ASSOCIATE a Proprietorship Firm, having its office at 399, Uttar Sripur, Boral Main Road, Police Station Narendrapur (previously Sonarpur), Kolkata – 700084, District South 24 Parganas and being represented by its Sole Proprietor namely SRI BIJOY GHOSH, son of Late Lal Mohan Ghosh, by religion Hindu, by nationality Indian, by occupation Business and residing at C/9, Rajnarayan Park, Post Office Boral, Police Station Narendrapur (previously Sonarpur), Kolkata – 700154, District South 24 Parganas, by virtue of two Development Power of Attorney dated 03.12.2014 and 09.02.2015 respectively and the references of the said Deeds are mentioned below:

* The Development Power of Attorney dated 03.12.2014, which has been registered at the Office of the Additional District Sub – Registrar at Alipore and recorded in Book No. I, CD Volume No. 37, from 3286 to 3303 Pages and Being Deed No. 08861 for the year 2014 and

* The Development Power of Attorney dated 09.02.2015, which has been registered at the Office of the Additional District Sub – Registrar at Alipore and recorded in Book No. I, CD Volume No. 4, from 4319 to 4334 Pages and Being Deed No. 00888 for the year 2015.

AND CONFIRMED BY

M/S. PACIFIC ASSOCIATE a Proprietorship Firm, having its office at 399, Uttar Sripur, Boral Main Road, Police Station Narendrapur (previously Sonarpur), Kolkata – 700154, District South 24 Parganas and being represented by its Sole Proprietor namely 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 called and referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the

context be deemed to mean and include it's successors – in - office, executors, administrators, legal representatives & assignees) of the SECOND PART.

TO AND IN FAVOUR OF

SRI / SMT. / MS _____ (PAN _____), son of Sri / Late _____, daughter of Sri/ Late _____, wife of Sri / Late _____, by occupation Business/ Service/ Housewife/ Self Employed person, by religion Hindu, by nationality Indian and residing at _____, Post Office _____, Police Station _____, Kolkata – _____, District South 24 Parganas, 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 Rajendra Nath Chatterjee along with his two brothers were the joint Owners of land measuring about 11 (Eleven) Cottahs more or less Together-with Brick Built Building thereon, lying and situated at Mouja- Baishnabghata, J.L. No.28, Khatian No.296, comprising Dag No.89, identified as Premises No.5/IC, Baisnabghata Road, P.S. Jadavpur, Kolkata-700047, Ward No.100 under the Kolkata Municipal Corporation.

AND WHEREAS Said Rajendra Nath Chatterjee purchased a piece of land measuring about 08 (Eight) Chittak, lying and situated at Mouja - Baishnabghata, J.L.No.28, Khatian No.253, comprising in Dag No.93, formerly known as Premises No.10/1, Baisnabghata Road, thereafter, revised as Premises No 10/1A Baisnabghata Road, P.S. Jadavpur, Kolkata-700047, both under Ward No.100 under the Kolkata Municipal Corporation

AND WHEREAS Said Rajendra Nath Chatterjee died intestate on November-1960, leaving behind him two sons namely Rabindra Nath Chatterjee and Ramendra Nath Chatterjee as his heirs, survivors and or successor in interest as per Hindu Succession Act-1956 in respect of his all the movable and immovable properties left by their aforesaid father without leaving any others, having the claim, demand into and over the said Property.

AND WHEREAS said Rabindra Nath Chatterjee and Ramendra Nath Chatterjee, by virtue of a Deed of Partition executed on 18th May, 1974, and duly registered at the Office of the District Sub-Registrar Alipore, South - 24 Parganas, recorded in Book No. I, Volume No. 91, Pages from 9 to 20, Being No. 3192 for the year-1974, divided their entire land and house thereon in the manner that:- said Ramendra Nath Chatterjee lawfully become the owner of Four Rooms on the Southern side of the Building including two covered Verandah, one open Verandah, Two Privy, one open Tueb-well along with Open Court-Yard and others, measuring about 980 (Nine hundred Eighty) Sq. Ft. which comprised of an areas of land 3 (three) Cottahs 02 (Two) Chittack 32 (thirty two) Sq. Ft. lying or situated at Mouja - Baisnabghata, J.L. No.28, Khatian No.296, Dag No. 89, Known and identified as Premises No.5/1C, Baisnabghata Road, then P.S. Jadavpur, now Patuli, K.M.C. Ward No.100 under the Kolkata Municipal Corporation, A.D.SR Office-South-24 Parganas and said Ramendra Nath Chatterjee also got an areas of land an areas of land measuring 08 (Eight) Chittack more or less Together with house measuring more or less 140 Sq.Ft. at Mouja- Baisnabghata, J.L. No 28, Khatian No.253, Dag No. 93, identified as Premises No. 10/1A, Baisnabghata Road, then P.S. Jadavpur, now Patuli, K.M.C. Ward No.100 under the Kolkata Municipal Corporation, both the aforesaid house is more than 50(Fifty) Years old and in dilapidated condition. On the other hand, the house and land that devolved Rabindra Nath Chatterjee is hereby ignored as the same has not made under the purview of the Deed of exchange, which has been executed later on.

AND WHEREAS While Ramendra Nath Chatterjee had been enjoying the aforesaid land and house described in the preceding Para measuring areas of land 03 Cottah 10 Chittack 32 Sq.ft. more or less comprised in two Premises Nos. 5/1C, Baisnabghata Road and 10/1A, Baisnabghata Road then P.S. Jadavpur, then Patuli now Netajinagar, K.M.C. Ward No. 100 under the Kolkata Municipal Corporation, A.D.S.R. Alipore, South-24Parganas, he died intestate on 18.09.1998, leaving behind him Mrs. Bela Chatterjee as his widow wife and two sons namely Mr. Kalyan Chatterjee, Mr. Susanta Chatterjee and Only married daughter Mrs. Snigdha Mukherjee (Chatterjee) as his only legal heirs Successors and survivors and thereafter said Bela Chatterjee died intestate on 14.06.2004, leaving behind him above mentioned two sons and one daughter as her legal heirs. Further, unfortunately aforesaid Kalyan Chatterjee died on 31.10.2011, leaving behind him his widow Mrs. Swapna Chatterjee, One Son Mr. Suman Chatterjee and one daughter named Mrs. Kanchana Chatterice as his only legal heirs, successors and survivors in respect of his accrued share in the said entire Property who lawfully seized and possessed of or sufficiently entitled to their respective share on the said property along with other co-sharers. Thus, aforesaid Mr. Susanta Chatterjee and others named above, herein the Party of the FIRST PART became the lawful joint owners of all that areas of land land 3 (three) Cottahs 02 (Two) Chittack 32 (Thirty two) Sq. Ft. more or less Together-with more than 50 (Fifty) years old Pucca-house measuring 980 Sq.Ft more or less identified as Premises No. 5/1C, Baisnabghata Road, then P.S. Jadavpur then Patuli now Netajinagar, K.M.C. Ward No.100 under the Kolkata Municipal Corporation and also areas of land measuring 08 (Eight) Chittack more or less Together- with house measuring more or less 140 Sq.Ft. known and identified as Premises No.10/1A, Baisnabghata Road, then P.S. Jadavpur then Patuli now Netajinagar, K.M.C. Ward No. 100 under the Kolkata Municipal Corporation, A.D.S.R. Alipore, South-24Parganas both aforesaid house is more than 50 (Fifty) Years old and in dilapidated condition details mentioned herein before.

AND WHEREAS since the aforesaid two separate Premises Nos. i.e. Premises No.5/1C.Baisnabghata Road AND Premises No. 10/1A, Baisnabghata Road, both lawfully owned jointly by the aforesaid same Owners and both the same are adjacent to each other under P.S. formerly Jadavpur then Patuli now Netajinagar, K.M.C. Ward No.100 under the Kolkata Municipal Corporation, the Owners by way of proper persuasion and self- declaration, fortunately have got amalgamated said two Premises into one Premises, thereafter identified as Premises No.5/1C, Baisnabghata Road, then P.S. Jadavpur there after Patuli now Netajinagar, K.M.C. Ward No.100 under the Kolkata Municipal Corporation and also total land areas stands 03 Cottahs 10 Chittack 32 Sq.Ft. Together with Structure measuring 1120 Sq.Ft. more or less, having One Assessee No. 21-100-03-0219-7, lawfully owned by the Owners i.e. Susanta Chatterjee, Snigdha Mukherjee (Chatterjee), Swapna Chatterjee, Kanchana Chatterjee and Soumen Chatterjee and out the aforesaid total land and house the said Owners has intended to transfer, convey an undivided areas of land 08 Chittack Together with 50 years old house measuring 100 Sq. Ft. or a little more or less.

AND WHEREAS On the other hand, as recorded owner by and under a Deed of Partition, executed on 17.09.1952, registered at the Office of the Joint Sub-Registrar, Alipore, South-24 Parganas, recorded in Book No.I, Volume No. 90, pages from 144 to 157, being No. 6013 for the year 1952, one Jogendra Nath Chatterjee since deceased, Son of Late Haran Chatterjee was the owner of several landed properties including the plot of land measuring 7 Cottahs 13 Chittack 43 Sq Ft. more or less which here-in after physically found 5 Cottahs 13 Chittack 27 Sq.Ft more or less, her-in-after explained at Mouja-Baisnabghata, J.L. No. 28, Khatian No 296, Revisional Sheet No 11, 38, 244, Touji No. 56, 151, now within the local limit of the Kolkata Municipal Corporation and identified as Premises No.5, Baisnabghata Road, then P.S. Jadavpur then Patuli now Netajinagar, K.M.C. Ward No.100 under the Kolkata Municipal Corporation having areas of land plot of land measuring 7 Cottahs 13 Chittack 43 Sq.Ft. more or less (here-in-after physically

found 05 Cottahs 13 Chittack 27 Sq.Ft. more or less Together-with 50 years old dilapidated - 800 Sq. Ft. more or less, having Assessee No. 21-100-03- 0006-1.

AND WHEREAS while said Jogendra Nath Chatterjee had been enjoying the above mentioned property, he died intestate on 14th April 1958, leaving behind him his wife namely Smt. Prativashali Devi, three sons namely Sishir Chatterjee, Sukumar Chatterjee, Karunamoy Chatterjee and two daughters namely Mana Rani Devi and Smt. Reba Rani Devi as his legal heirs, survivors who lawfully seized and possessed of all those areas of landed property including the plot of land measuring 7 Cottahs 13 Chittack 43 Sq.Ft. more or less which here-in-after got by her last living heirs measuring 05 Cottahs 13 Chittack 27 Sq.Ft. alongwith old house 800 Sq.ft. more or less as per physical measurement at Mouja- Baisnabghata, J.L. No. 28, Khatian No. 296, Dag No. 89 & 87, now within the local limit of the Kolkata Municipal Corporation and identified as Premises No.5, Baisnabghata Road, then P.S. Jadavpur then Patuli, now Netajinagar, K.M.C. Ward No.100 under the Kolkata Municipal Corporation being areas of land 05 Cottahs 13 Chittack 27 Sq.Ft. more or less Together with house – 800 Sq. Ft. more or less, having One Assessee No. 21-100-03-0006-1.

AND WHEREAS while the aforesaid legal heirs had been enjoying the aforesaid different plot of land, each undivided co-sharer had to face some difficulties in respect of their peaceful enjoyment and possession into and over the said different plots of land and due to come end of such disputes and differences, the heirs of Late Jogendra Nath Chatterjee divided and demarcated the above mentioned landed as per terms and conditions which all the share- holders mutually settled amongst themselves, by virtue of a Deed of Partition, made on 27th January-1960, registered at the Office of the Sub-Registrar, Alipore, recoded recorded Book No. I, Volume No.11, Pages from 201 to 217, Being No.669 for the 1960 and thus divided and demarcated the above mentioned property.

AND WHEREAS On the strength of the aforesaid Partition-Deed, one of the sons of Late Jogendra Nath Chatterjee named Sishir Kumar Chatterjee became absolute owner of the areas of land measuring 13 Decimal more or less which as per local measurement 7 Cottahs 13 Chittak 43 Sq. Ft. more or less (here-in-after measured as 05 Cottahs 13 Chittack 27 Sq.Ft.) Together-with more than 50 (Fifty Years old dilapidated pucca-structure measuring areas 800 Sq.Ft. more or less thereon, lying or situates Mouja-Baishnabghata, J.L.No. 28, Revisional Sheet No. 11, 38, 244, Touji No. 56 & 151, Khatian No. 296, Dag Nos. 87, 89 and 90 and while enjoying the said entire landed property, said Sishir Kumar Chatterjee died intestate on 26th October-1977, leaving behind four sons namely Safal Chatterjee, Mrinal Chatterjee, Shyamal Chatterjee and Chapal Chatterjee and also two daughters namely Mrs. Minati Chatterjee and Pranati Chatterjee as his heirs, survivors and/or Successors. Be it mentioned here that wife of Late Sishir Kumar Chatterjee was predeceased her husband on 18th February-1976.

AND WHEREAS Said Mrinal Chatterjee died in bachelor condition on 20.01.1993 and said Safal Chatterjee also died in bachelor condition on 13.12.2007 and said Shyamal Chatterjee also died on 04.08 2006, all the above left nobody as his own family member, except the aforesaid alive full blood brothers and sister as his heirs and also be it mentioned here that said Pranati Chatterjee died on 14.01 2012 in unmarried condition. Thus, said Chapal Chatterjee and Minati Chatterjee became the lawful absolute joint Owners of the aforesaid land but while they took mutual physical possession of the said land according to their equal share with the help of land surveyor, Cottah they found that total areas of land is 05 (Five) Chittack 13 (Thirteen) Chittack 27 (Twenty Seven) Sq.Ft. more or less in place of areas of land measuring 7 Cottahs 13 Chittak 43 Sq Ft more or less which was the recorded areas of land a long years ago as per then Map or Site plan and the aforesaid two owners lastly came to conclusion that said areas of land measuring more or less 02 Cottahs 16 Sq.ft was found less from actual areas of land they ought to

be possessed as part of said land has been encroached with adjacent road or roads and also another part of the land has been encroached by neighbouring plot Holders.

AND WHEREAS Thus, said Chapal Chatterjee and Minati Chatterjee herein the SECOND PART became the lawful absolute joint Owners of the aforesaid land measuring more or less 05 (Five) Chittack 13 (Thirteen) Chittack 27 (Twenty Seven) Sq. Ft. more or less Together with structure, having Seven Rooms, One Kitchen, One Covered Veranda, Bath-room, Privy etc measuring areas of structure about 800 Sq.Ft at Mouja- Baisnabghata, Touji No. 56 & 151, Khatian No.296, Dag Nos. 87 and 89 in proof of the said measurement and also owing to record the same in the K.M.C, they executed a Deed of Declaration dated 11th day of June-2012 which was registered at the Office of the Additional Sub-Registrar at Alipore and recorded in Book No. I, CD Volume No.21, Pages from 640 to 651, Being No.04677 for the year 2012, declaring the cause of less areas of land found physically due to encroachment as aforesaid.

ANDWHEREAS the said Susanta Chatterjee, Snigdha Mukherjee (Chatterjee), Swapna Chatterjee, Kanchana Chatterjee and Soumen Chatterjee AND the said Chapal Chatterjee and Minati Chatterjee mentioned above are desirous to construct a new multi-storied Building through their Developer as per sanctioned Building Plan obtained from the Kolkata municipal Corporation in order to materialize their intention each party hereto has decided to exchange their equal undivided part or portion of each landed property to each other i.e. the Susanta Chatterjee, Snigdha Mukherjee (Chatterjee), Swapna Chatterjee, Kanchana Chatterjee and Soumen Chatterjee herein has released, transfer in favour of the Chapal Chatterjee and Minati Chatterjee undivided areas of land measuring more or less 08 (Eight) Chittack Together-with 50years old undivided areas of dwelling house, measuring 100Sq.Ft more or less out of their entire areas of Bastu land measuring more or less 03Cottahs 10Chittack 32Sq.Ft. Together-with Structure 1120Sq.Ft. more or less having several rooms others, comprised of Premises

No.5/1C,Baisnabghata Road, K.M.C. Ward No.100 under the Kolkata Municipal Corporation Assessee No. 21-100-03- 0219-7 described hereunder SCHEDULE-A and after such transfer made, the Susanta Chatterjee, Snigdha Mukherjee (Chatterjee), Swapna Chatterjee, Kanchana Chatterjee and Soumen Chatterjee remain in possession of their own land measuring more or less 03 Cottahs 02 Chittack 32 Sq.Ft. Together-with Structure measuring more or less 1020 Sq.Ft.

Simultaneously, the Chapal Chatterjee and Minati Chatterjee has released, discharged and transferred in favour of the Susanta Chatterjee, Snigdha Mukherjee (Chatterjee), Swapna Chatterjee, Kanchana Chatterjee and Soumen Chatterjee, an areas of undivided Bastu land 8 (Eight) Chittack more or less Together-with 50years old undivided areas of pucca structure 100 Sq.Ft. more or less dwelling house, lying and situated at Mouja - Baishnabghata, J.L, No.28, Dag Nos.89 and 87, Khatian No. 296, having Premise No.5, Baisnabghata Road, K.M.C. Ward No.100 under the Kolkata Municipal Corporation out of their total areas of Bastu land 05 Cottahs 13 Chittack 27 Sq.Ft. more or less Together-with Structure - 800Sq. Ft. more or less, having Assessee No. 21-100-03-0006-1, more fully mentioned hereunder SCHEDULE-B and hence forth the property of the Susanta Chatterjee, Snigdha Mukherjee (Chatterjee), Swapna Chatterjee, Kanchana Chatterjee and Soumen Chatterjee will be adjusted with the property of the Chapal Chatterjee and Minati Chatterjee and the property of the Chapal Chatterjee and Minati Chatterjee will be adjusted to the property of the Susanta Chatterjee, Snigdha Mukherjee (Chatterjee), Swapna Chatterjee, Kanchana Chatterjee and Soumen Chatterjee and on the strength of this inter-alias exchange of undivided land or premises by the either party to the another party, as per property-law, both land & house under Premises No.5/1C, Baisnabghata Road, K.M.C. Ward No.100 AND Premise No.5, Baisnabghata Road, K.M.C. Ward No.100 deemed to be amalgamated Property and one of the Premises No. shall be omitted and shall be got One Assessee No. mentioned hereunder Schedule-E and from the day of execution and/or registration of this Deed of exchange will be deemed as the common and/ amalgamated property and accordingly both party's names will jointly be in

corporate in the K.M.C. record and pay taxes, other outgoings as will be determined by the KMC. authority shall be paid accordingly as per each Party's proportionate share into and over the amalgamated property and it is also noted herein that all individual facilities in respect of said two premises such as electric connection and water connection and so on also to be considered as common utility.

Hence, the Parties herein executed and registered a Deed of Exchange on 24.07.2017 for Amalgating their said plot of lands and the said Deed has been registered at the Office of the Additional District Sub Registrar at Alipore and recorded in Book No. I, Volume No. 1605 – 2017, from 121823 to 121856 Pages and Being No. 160504556 for the year 2017.

On and from the date of execution and registration of the said Deed of Exchange, the said Susanta Chatterjee, Snigdha Mukherjee (Chatterjee), Swapna Chatterjee, Kanchana Chatterjee, Soumen Chatterjee, Chapal Chatterjee and Minati Chatterjee, became the joint and absolute Owners and Possessors of ALL THAT the piece or parcel of Land, being more or less a plot of land of about 09 (Nine) Cottahs 08 (Eight) Chittacks 14 (Fourteen) Sq. Ft. lying and situate within the District: South 24 Parganas, Police Station Netaji Nagar (previously Jadavpur thereafter Patuli), J.L. No. 28, Mouja Baishnabghata, appertaining to the Khatian No. 296 and 253, comprising in Dag No. 87, 89 and 93, within the jurisdiction of the Kolkata Municipal Corporation Ward No. 100, being known and numbered as the KMC Premises No. 5/1C, baishanabghata Road, Kolkata 700047 and assessed under the Assessee No. 21-100-03-0219-7 and started to possess and enjoy the same jointly and absolutely and without any disturbance and / or hindrances from anybody.

AND WHEREAS one Susanta Chatterjee, Snigdha Mukherjee (Chatterjee), Swapna Chatterjee and Kanchana Chatterjee (Paul) alias Kanchana Bhattacharjee alias Kanchana Chatterjee and Soumen Chatterjee alias Suman Chatterjee are the joint and absolute Owners and Possessors of ALL THAT the piece or parcel of Land, being more or less a plot of land of about 03 (Three) Cottahs 02 (Two) Chittacks 32 (Thirty Two) Sq.

Ft. AND 08 (Eight) Chittacks, totaling to 03 (Three) Cottahs 10 (Ten) Chittacks and 32 (Thirty Two) Sq.Ft., lying and situate within the District: South 24 Parganas, Police Station Netaji Nagar (previously Jadavpur thereafter Patuli), J.L. No. 28, Mouja Baishnabghata, appertaining to the Khatian No. 296 and 253, comprising in Dag No. 89 and 93, within the jurisdiction of the Kolkata Municipal Corporation Ward No. 100, being known and numbered as the KMC Premises No. 5/1C, Baishanabghata Road, Kolkata 700047 and assessed under the Assessee No. 21-100-03-0219-7 & KMC Premises No. 10/1A, Baishnabghata Road, Kolkata 700047 and assessed under Assessee No. 31-100-03-0025-5, by virtue of Law of Inheritance and seized and possessed the same jointly and absolutely without any disturbances from any corner.

During their such joint, absolute and peaceful possession and enjoyment of the said property, the said Susanta Chatterjee, Snigdha Mukherjee (Chatterjee), Swapna Chatterjee and Kanchana Chatterjee (Paul) alias Kanchana Bhattacharjee alias Kanchana Chatterjee and Soumen Chatterjee alias Suman Chatterjee, for the purpose of better utilization of the property and to gain something more out of their property, have mutually decided to raise a multi – storied building there on their Schedule mentioned land property, but not having so much fund, man power and set-up, time to endeavor, as also with the intention to materialize their desire through a Developer, they have decided to entrust the above-named PACIFIC ASSOCIATE, to raise a mulit storied building there on their Schedule mentioned land property, under some specific terms and conditions.

AND WHEREAS the Developer Concern PACIFIC ASSOCIATE being represented by its Sole Proprietor namely SRI BIJOY GHOSH have entered into a Development Agreement with the above mentioned Land Owners on 03.12.2014, 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 Alipore and recorded in Book No. I, CD Volume No. 37, from 4320 to 4357 Pages and being Deed No. 08860 for the year 2014.

Subsequently, the said Susanta Chatterjee, Snigdha Mukherjee (Chatterjee), Swapna Chatterjee and Kanchana Chatterjee (Paul) alias Kanchana Bhattacharjee alias Kanchana Chatterjee and Soumen Chatterjee alias Suman Chatterjee have also executed a Development Power of Attorney on the same date i.e. on 03.12.2014, appointing and/or nominating and/or constituting the above-named BIJOY GHOSH, being the Sole Proprietor of M/S. PACIFIC ASSOCIATE as their true & lawful Attorney. The said Development Power of Attorney has been registered at the Office of the Additional District Sub – Registrar at Alipore and recorded in Book No. I, CD Volume No. 37, from 3286 to 3303 Pages and Being Deed No. 08861 for the year 2014.

ON THE OTHER HAND one Chapal Chatterjee and Minati Chatterjee are the joint and absolute Owners and Possessors of ALL THAT the piece or parcel of Land, being more or less a plot of land of about 05 (Three) Cottahs 13 (Thirteen) Chittacks and 27 (Twenty Seven) Sq. Ft., lying and situate within the District: South 24 Parganas, Police Station Netaji Nagar (previously Jadavpur thereafter Patuli), J.L. No. 28, Mouja Baishnabghata, appertaining to the Khatian No. 296, comprising in Dag No. 89 and 87, within the jurisdiction of the Kolkata Municipal Corporation Ward No. 100, being known and numbered as the KMC Premises No. 5, Baishanabghata Road, Kolkata 700047 and assessed under the Assessee No. 21-100-03-0006-1, by virtue of Law of Inheritance and seized and possessed the same jointly and absolutely without any disturbances from any corner.

During their such joint, absolute and peaceful possession and enjoyment of the said property, the said Chapal Chatterjee and Minati Chatterjee, for the purpose of better utilization of the property and to gain something more out of their property, have mutually decided to raise a multi – storied building there on their Schedule mentioned land property, but not having so much fund, man power and set-up, time to endeavor, as also

with the intention to materialize their desire through a Developer, they have decided to entrust the above-named PACIFIC ASSOCIATE, to raise a multi storied building there on their Schedule mentioned land property, under some specific terms and conditions.

AND WHEREAS the Developer Concern PACIFIC ASSOCIATE being represented by its Sole Proprietor namely SRI BIJOY GHOSH have entered into a Development Agreement with the above mentioned Land Owners i.e., Chapal Chatterjee and Minati Chatterjee on 09.02.2015, 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 Alipore and recorded in Book No. I, CD Volume No. 4, from 4278 to 4318 Pages and being Deed No. 00887 for the year 2015.

Subsequently, the said Chapal Chatterjee, and Minati Chatterjee have also executed a Development Power of Attorney on the same date i.e. on 09.02.2015, appointing and/or nominating and/or constituting the above-named BIJOY GHOSH, being the Sole Proprietor of M/S. PACIFIC ASSOCIATE as their true & lawful Attorney. The said Development Power of Attorney has been registered at the Office of the Additional District Sub – Registrar at Alipore and recorded in Book No. I, CD Volume No. 4, from 4319 to 4334 Pages and Being Deed No. 00888 for the year 2015.

AND WHEREAS in pursuance of the said two Separate Development Power of Attorney, the said Bijoy Ghosh being the Attorney Holder as well as the Developer of the above mentioned Properties, have duly executed a Deed of Exchange (for amalgamation) on 24.07.2017, to amalgamate and / or conjunct the above mentioned Properties into a Single Plot of Land as well as to amalgamate KMC Premises No and Assessee No. on behalf of the above mentioned Land Owners. The Said Deed of Exchange was duly registered at the office of the Additional District Sub Registrar at Alipore and recorded in Book No. I, Volume No. 1605-2017, from 121823 to 121856 Pages and being Deed No. 160504556 for the year 2017.

AND WHEREAS after execution and registration of the said Deed of Exchange, the said Susanta Chatterjee, Snigdha Mukherjee (Chatterjee), Swapna Chatterjee and Kanchana Chatterjee (Paul) alias Kanchana Bhattacharjee alias Kanchana Chatterjee and Soumen Chatterjee alias Suman Chatterjee, Chapal Chatterjee and Minati Chatterjee have become the joint and absolute Owners and Possessors of ALL THAT the piece or parcel of Land, being more or less a plot of land of about 09 (Nine) Cottahs 08 (Eight) Chittacks 14 (Fourteen) Sq. Ft. lying and situate within the District: South 24 Parganas, Police Station Netaji Nagar (previously Jadavpur thereafter Patuli), J.L. No. 28, Mouja Baishnabghata, appertaining to the Khatian No. 296 and 253, comprising in Dag No. 87, 89 and 93, within the jurisdiction of the Kolkata Municipal Corporation Ward No. 100, being known and numbered as the KMC Premises No. 5/1C, baishanabghata Road, Kolkata 700047 and assessed under the Assessee No. 21-100-03-0219-7.

AND WHEREAS the said Swapna Chatterjee and Kanchana Chatterjee (Paul) alias Kanchana Bhattacharjee alias Kanchana Chatterjee and Soumen Chatterjee alias Suman Chatterjee being the co – owners have voluntarily and / or jointly sold and / or conveyed ALL THAT the piece or parcel of undivided and un-partitioned Land, being more or less a plot of land of about 01 (One) Cottahs 03 (Three) Chittacks and 27 (Twenty Seven) Sq. Ft., out of the total Land lying and situate within the District: South 24 Parganas, Police Station Netaji Nagar (previously Jadavpur thereafter Patuli), J.L. No. 28, Mouja Baishnabghata, appertaining to the Khatian No. 296 and 253, comprising in Dag No. 87, 89 and 93, within the jurisdiction of the Kolkata Municipal Corporation Ward No. 100, being known and numbered as the KMC Premises No. 5/1C, baishanabghata Road, Kolkata 700047 and assessed under the Assessee No. 21-100-03-0219-7, to and in favour of M/S. PACIFIC ASSOCIATE, being represented by its Sole Proprietor namely SRI BIJOY GHOSH, by virtue of execution and registration of the Deed of Conveyance dated 08.07.2019, which was duly registered at the office of the District Sub Registrar – I

at Alipore and recorded in Book No. I, Volume No. 1601-2019, from 97648 to 97691 Pages and being Deed No. 160102034 for the year 2019.

HENCE, on and from the date of execution and registration of the said Deed of Conveyance, the said M/S. PACIFIC ASSOCIATE, being represented by its Sole Proprietor namely SRI BIJOY GHOSH, have become the co- owners of the entire Schedule A mentioned Property along with the other Land Owners i.e., Susanta Chatterjee, Snigdha Mukherjee (Chatterjee), Chapal Chatterjee and Minati Chatterjee and thereby started to possess and enjoy the entire Schedule A mentioned Property jointly and absolutely and without any disturbances and / or hindrances from any corner and free from all sorts of encumbrances and while seized and possessed of the said Property in its entirety, they have also mutated their names in the books and records of the Kolkata Municipal Corporation under Ward No. 100 and the said Property has continued to be known and numbered as the KMC Premises No. 5/1C, Baishnabghata Road, Kolkata 700047 and continued to be assessed under Assessee No. 31-100-03-0219-7 and thereby continued to pay its taxes, rents and other payables to the Concerned Authorities regularly.

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. 20211100184 dated 04.03.2022 of Borough X, under Plan Case No. 2020100364.

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

Subsequently, the entire building had been completed and the Competent Authority of the Kolkata Municipal Corporation has granted the Completion Certificate vide Completion Case No. _____ dated _____.

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 along with a Roof Covered Car Parking Space, the Purchasers herein named, have made contact with the Developer and expressed their desire to purchase one self-sufficient residential Flat/unit and Roof Covered Car Parking Space 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 Owner and the right, interest and authority of the Developer, towards the disposal of it's allocation, the Purchasers herein named have placed a proposal before the Developer concern to purchase a self – sufficient residential Flat, 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 _____, on the Ground Floor, the said multi storied 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, 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 _____, on the Ground Floor, 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 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 Purchasers, subject to the stipulations and conditions to be followed and/or observed by the Purchasers herein along with the other co-owners of the said building. And for the same, the Parties have entered into an Agreement for Sale and the Purchasers herein-named have started to pay the said consideration amount.

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 Purchasers herein named have requested the Developer herein named to handover the possession of the said Flat and Roof Covered Car Parking Space and to execute the required Deed of Conveyance and to make the same registered to conclude the transaction, after receiving the residue portion of the settled consideration amount, on which the Developer concern herein named has agreed.

AND HENCE THIS DEED OF CONVEYANCE.

NOW THIS DEED OF CONVEYANCE WITNESSETH that in pursuance to the said Agreement for Sale and in consideration of the said sum of Rs.

/- (Rupees) only, well and truly paid by the Purchasers to the Developer on or before the execution of these presents as per Memo of Consideration attached herewith and the Developer herein, of and from the same and every part thereof does hereby acquit, release, exonerated and forever discharge the Purchasers as well as the said Flat and Roof Covered Car Parking Space, as more fully described in the Schedule - "C" hereunder written and every part thereof hereby sold AND the Land Owner does hereby sell, grant, transfer, convey, assign and assure unto and in favour of the Purchasers

herein, free from all sorts of encumbrances and the Developer Concern does hereby confirm the said transfer of ALL THAT the self – sufficient residential Flat, 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 _____, on the Ground Floor, the said multi storied building, lying and situated at the KMC Premises No. 5/1C, baishanabghata Road, Kolkata 700047, District : South 24 Parganas, Police Station Netaji Nagar (previously Jadavpur thereafter Patuli), District : South 24 Parganas, within the limits of K.M.C. Ward No. 100, 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 and Roof Covered Car Parking Space 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 and Roof Covered Car Parking Space, 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 Purchasers herein and

reversion or reversions, remainder or remainders and rents, issues and profits thereof and all estate, right, title, interest, inheritance, trust, use, possession, property, claim and demand whatsoever both at Law and in Equity of the Land 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 Purchasers and every part thereof TOGETHER WITH all deeds, pattahs, muniments, writings, evidences of title and all other documents exclusively relating to or concerning the said land, building, Flat and Roof Covered Car Parking Space 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 Owner or the Developer or any person or persons from whom the Land Owner 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 and Roof Covered Car Parking Space, more-fully described in the Schedule 'C' hereunder written and hereby sold, granted, transferred, conveyed, assigned or assured or expressed or intended so to be unto and to the use or benefit of the Purchasers herein, absolutely and forever as and when and for an absolute and indefeasible and perfect estate analogous thereto and without any manner or condition, use, trust or other things whatsoever to alter, defeat, encumber and make void the same A N D free from all encumbrances, charges, liens, claims, demands, liabilities, trust, acquisition, requisition and alignment/s whatsoever.

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

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

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

d) That the Purchasers shall and may at all times hereafter peaceably and quietly hold, possess and enjoy the said property and/or unit hereby sold, granted or conveyed, subject to payment of proportionate costs and expenses for maintaining the said building and will be eligible to receive the rents, issues and profits thereof without any lawful eviction, interruption, hindrances, claims or demands whatsoever by the Land Owner 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 Owner, along with the Developer and all persons having lawfully or equitably claiming any estate, right, title or interest whatsoever in the said property or any part thereof, from under or in trust for them and will from time to time and at all times hereafter, upon every reasonable request and at the cost of the Purchasers or their respective heirs and/or successors and/or assignees, make, do and execute or caused to be done and executed all such further and other lawful and reasonable acts, deeds, things

and assurances whatsoever for further, better and more perfectly assuring and conveying the said property and every part thereof and the said impartible, undivided and proportionate share and interest in the land comprised in the said premises unto and to the use of the Purchasers in the manner aforesaid as shall or may be reasonably required.

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

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

h) That the Land Owner and the Developer shall and will at all times hereafter at the request and at the costs and arrangements of the Purchasers produce or cause to be produced to the Purchasers or as the Purchasers 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 Purchasers 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, unobliterated and un-cancelled.

i) That the Land Owner and the Developer do hereby accord their consent to the Purchasers 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 Purchasers.

AND FURTHER the Land Owner and the Developer do hereby covenant with the Purchasers that it shall be lawful for the Purchasers from time to time and at all times hereafter to enter into and to have and to hold and enjoy the said Flat and Roof Covered Car Parking Space, including impartible, undivided and proportionate share in the land and premises and all the easement rights and that the Purchasers shall be entitled to sell, transfer, convey, lease out, let out or deal with or dispose of the said property including the undivided proportionate share of land and premises to any other person, at any price as may be decided by the Purchasers, which they shall deem proper AND ALSO without any interruption, disturbances, claims or demands from or by the Land Owner 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 Purchasers shall apply for and get their names mutated as the Owners in respect of the said Flat and Roof Covered Car Parking Space, 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 PURCHASERS DO HEREBY COVENANT WITH THE LAND OWNER AS ALSO THE DEVELOPER AS FOLLOWS :-

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

property sold under this Deed, is assessed separately and on and from that date onwards the Purchasers 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 Purchasers shall not claim any right, title or interest excepting the property purchased by them.
- e) The Purchasers shall become and remain member of the Association or Society to be formed in future.
- f) The Purchasers shall observe and perform strictly the terms and conditions, bye-laws and rules and regulations of the Association/Society to be formed in future.
- g) The Purchasers may use the property sold and conveyed for the purpose as required by them, but obviously without creating any obstruction towards the peaceful use and enjoyment of the respective property by the other Occupiers of the building and obviously with the proper permission and/or license from the Competent Authority and the Owners and/or Occupiers of the Other Part of the premises will have no right to oppose for anything in that respect illegally.

IT IS FURTHER AGREED BY AND BETWEEN THE LAND OWNER, DEVELOPER AND PURCHASERS AS FOLLOWS:-

- a) That the undivided, proportionate share in the land of the said premises and the property hereby sold, transferred, conveyed, granted, assured and assigned unto and in favour of the Purchasers shall always remain impartible.
- b) The Purchasers shall not throw or accumulate or allow to be thrown or accumulated any rubbish, tit-bits, night soils, etc., and various unused materials in the common areas, passages, except the place fixed for the same.
- c) The Purchasers shall not create or permit to be created any annoyance or disturbance to the peaceful living of the other occupiers of the said premises but may do

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

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

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

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

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

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 and Roof Covered Car Parking Space.

SCHEDULE 'A'
(TOTAL LAND PROPERTY)

ALL THAT the piece or parcel of Land, being more or less a plot of land of about 09 (Nine) Cottahs 08 (Eight) Chittacks 14 (Fourteen) Sq. Ft. lying and situate within the District: South 24 Parganas, Police Station Netaji Nagar (previously Jadavpur thereafter Patuli), J.L. No. 28, Mouja Baishnabghata, appertaining to the Khatian No. 296 and 253, comprising in Dag No. 87, 89 and 93, within the jurisdiction of the Kolkata Municipal

Corporation Ward No. 100, being known and numbered as the KMC Premises No. 5/1C, baishanabghata Road, Kolkata 700047 and assessed under the Assessee No. 21-100-03-0219-7.

The property is butted and bounded by:

ON THE NORTH : 14'-09" to 15'-02" wide KMC Road;
 ON THE SOUTH : Plot of Land / Premises of Samir Roy;
 ON THE EAST : 5/H, Baishnabghata Road;
 ON THE WEST : 5/1, Baishnabghata Road.

SCHEDULE 'B'
(THE BUILDING)

ALL THAT the G + III storied building, as per the Building Permit No. 20211100184 dated 04.03.2022 of Borough X, under Plan Case No. 2020100364, consisting Flats, Car parking Spaces, Spaces and other units.

The name of the Building is “ **PACIFIC JOY** ”.

The Lift Facility is provided within the building.

SCHEDULE 'C'
(THE ROOF COVERED CAR PARKING SPACE / FLAT / COMMERCIAL
SPACE / SHOP ROOM HEREBY SOLD UNDER THIS DEED OF
CONVEYANCE)

ALL THAT the self sufficient residential Flat, 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 , on the Ground Floor, the said multi storied building, along with the proportionate share and interest in the Land under

the Building, to be constructed at the KMC Premises No. 5/1C, Baishnabghata Road, Kolkata - 700047, 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 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.

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 :

SIGNATURE OF LAND OWNERS

(2)

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

Drafted and Prepared:

Advocate
Alipore Judges' Court,
Kolkata – 700027.

R E C E I P T

RECEIVED from the Purchasers 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 ... Rs.00,00,000/-
(Rupees) only.

W I T N E S S E S :

(1)

PACIFIC ASSOCIATE

Proprietor

SIGNATURE OF THE DEVELOPER

(2)