DEED OF CONVEYANCE

District

Paschim Bardhaman

Mouza

: Khantpukur

Area of Flat

Sq. Ft. [Carpet]

135 Sq. Ft. [Parking]

Flat No

.

Sale Value

:

Market Value :

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THIS SALE DEED IS MADE ON THIS THE ___ DAY OF,2020 BETWEEN

- (1) Mrs MANORAMA SINGH (PAN No.:: IBXPS8632G) (Aadhaar no: 371433058920) W/o Mr Prithwi Nath Singh, By Caste: Hindu, Occupation: House wife, Citizen of India, being the resident of D-14/7, "Belur NISCO Housing Estate, Post Office: Sapuipara, Police Station 'Bally, District:-Howrah, West Bengal, PIN~ 711227, India
- (2) Mr Buddhadev Roy (PAN No. AMTPR5589G) (Aadhaar No.: 690275579909)
 Son of Mr Lakshmi Kanta Roy;
- (3) Mr Apurba Shyam (PAN No. BATPS2762K) (Aadhaar No.: 757869704771)
 Son of Mr Narayan Chandra Shyam;
- (4) Mr Ranjit Roy (PAN No. AQQPR4684P) (Aadhaar No.: 506582759964) Son of Mr Ajay Roy;
- (5) Mr Shuvro Chattaraj (PAN No. AFMPC9030R) (Aadhaar No.: 388641659084) Son of Mr Nabani Chattaraj;
- (6) Mr Moloy Karmakar (PAN No. AOFPK0606R) (Aadhaar No.: 950472262562) Son of Mr Srikanta Karmakar;
- (7) Mr Prasenjit Paul (PAN No. BCGPP5049H) (Aadhaar No.: 806184320683)
 Son of Mr Basudev Paul, all of the above from Sl. No.: 01 to 06 are by faith: Hindu, by Occupation: Business, Citizen of India and being the Resident of Vill + PO: Bamunara, PS Kanksa, District: Paschim Bardhaman, West Bengal, India, and;
- (8) Mr Bapi Mazumdar (PAN No. ANHPM2778B) (Aadhaar No.: 365297045566)
 Son of Mr Mantu Mazumdar, by faith: Hindu, by Occupation: Business, Citizen of India and being the Resident of Arrah, Kalinagar, PS Kanksa, District: Paschim Bardhaman, West Bengal, India; herein after referred to as "THE OWNER" (which term shall include his heirs, executors, representatives and assigns) of the FIRST PART

AND

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M/s. SAYAK DEVELOPER (PAN No.: ADXFS6480J) a partnership firm having its registered office at D-118, Prem Residency, Sec. 2B, Shastri Avenue, Post Office: Bidhannagar, Police Station: New Township, Durgapur, District:- Paschim Bardhaman, Pin – 713212, West Bengal, India represented by its Partners namely: -

- Mr. Buddhadev Roy (PAN No. AMTPR5589G) (AADHAAR No.690275579909) Son of Lakshmi Kanta Roy.
- 2) Mr. Apurba Shyam (PAN No. BATPS2762K) (AADHAAR No. 757869704771) Son of Narayan Chandra Shyam.
- 3) Mr Ranjit Roy (PAN No. AQQPR4684P) (AADHAAR No.: 506582759964) Son of Mr Ajay Roy
- 4) Mr Shuvro Chattaraj (PAN No. AFMPC9030R) (AADHAAR No.: 388641659084) Son of Mr Nabani Chattaraj
- 5) Mr. Moloy Karmakar (PAN No. AOFPK0606R) (AADHAAR No. 950472262562) Son of Mr. Srikanta Karmakar
- 6) Mr. Prasenjit Paul (PAN No. BCGPR5049H) (AADHAAR No. 806184320683) Son of Mr. Basudev Paul
- 7) Mr Bapi Mazumdar (PAN No. ANHPM2778B) (Aadhaar No.: 365297045566) Son of Mr Mantu Mazumdar; all of the above from Sl. No.: 01 AND 02 are by faith: Hindu, by Occupation: Business, Citizen of India and being the Resident of Vill + PO: Bamunara, PS Kanksa, District: Paschim Bardhaman, West Bengal, India (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the SECOND PART

AND

(1)	[PAN -] S/0	, D/0, W/0	, by
faith by nation	nality, b	y Profession	(2)	
[PAN] S				
nationality, by	Profession	_, both are r	esident of	
Post Office:	, City:	, P.S	, District:	, West
Bengal, India, PIN _	, herei	in after referi	red to as "THE PU	RCHASER"
(which term shall inc	clude his heirs	, executors, r	epresentatives and	assigns) of
the THIRD PART.				

WHEREAS the Landed property as described in schedule hereunder firstly belonged to the one Bijan Bihari Bhattacharya whose name is/was recorded in the ROR. Moreover, being in lawful possession over the said schedule property the one Bijan Bihari Bhattacharya died intestate and the said property devolved

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upon his legal heirs, Basudeb Bhattacharya, Haradhan Bhattacharya has transferred and area admeasuring 9.499 Decimal be the same a little more or less of their respective share in respect of RS Plot No. 232 appertaining to LR Plot No. 162 vide Regd. Deed of Sale Being No. I-4586 for the year 1991 in favour of Shyamal Kumar Bhattacharya registered before the Office of the ADSR at Durgapur and as such the name of the one Shyamal Kumar Bhattacharya S/o Ramkrishna Bhattacharya is/was recorded in the LRROR being LR Khatian No. 542

WHEREAS the one Shyamal Kumar Bhattacharya transferred an area admeasuring as schedule thereto Sri Avinash Kumar S/o Mithilesh Kr. Singh in respect of RS Plot No. 232 appertaining to LR Plot No. 162 by way of Regd. Deed of Sale Being No. I-3145 for the year 2009 recorded in CD Vol. No. 8 from Pages 4745 to 4758 registered before the office of the ADSR at Durgapur and after month of which has recorded the name in the LRROR being LR Khatian No. 872; and thereafter while in lawful possession and ownership over the said schedule property the one said Sri Avinash Kumar has converted the land from Baid to Bastu vide Memo No. F-25/23/BLRO, Kanksa/10, Dated 11/01/2011 in Conversation Case No. 419/Kank/10 Dated 11/01/2011 in Conversation Case No. 419/Kank/10 Dated 11/01/2011 and has transferred the sated converted land of an area admeasuring schedule below to the recent Vendor afforested in respect of RS Plot No. 232 appertaining to LR Plot No. 162 by Way of Regd. Deed of Sale Being No. - 020602329 for the year 2018 registered before the Office of the ADSR at Durgapur Dated 07/05/2018 and as such the name of the recent vendor Smt Manoroma Singh has been recorded in the LRROR being LR Khatian No. 1306 vide Mutation Case No. MN/2018/2303/2260 as per the said report submitted by the BL&LRO, Kanksa vide memo No. 295/BL&LRO/KANK/19 Dated 24/06/2019 and since then the recent aforestated Vendor is/are being the lawful possession and ownership having indefeasible right, title and interests, possession and employment over the said property and paying taxes and levies thereon & is free from all such encumbrances, lines and appendages thereto and without any interfaces, objection or interruption from anybody having permanent, hentable and transferrable right, title and interest therein as he/she/ they become the owner(s) of the land and forming of the RS Plot No. 232 morefully described in the schedule hereto.

WHEREAS the Landed property as described in schedule hereunder firstly belonged to the one Bijan Bihari Bhattacharya whose name is/was recorded in the ROR. Moreover, being in lawful possession over the said schedule property the one Bijan Bihari Bhattacharya died intestate and the said property devolved upon his legal heirs, viz., Haradhan Bhattacharya Mukul Bhattacharya @ Bhattacharjee and Others; and therefore the stated legal heirs has transferred an SAYAK DEVELOPER

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area being 5.75 Katha vide Regd. Deed of Sale Being No.: I-4311 for the Year 2006 registered before the Office of the ADSR at Durgapur in favour of the M/s. Versatile, a partnership firm having its Office at D-135 Yuri Gagarin Path, Bidhannagar, Durgapur – 713212.

WHEREAS while in lawful possession and ownership having right, title interest thereon over the said schedule property the said partners of M/s. Versatile transferred an area being 5.75 Katha vide Regd. Deed of Sale Being No.: I-020607003 for the Year 2016 registered before the Office of the ADSR at Durgapur in favour of the present Vendors thereof with every rights thereon and henceforth the property is/was recorded in the respective LRROR as below schedule; and, thereafter while in lawful possession and ownership over the said schedule property the all present Vendors has converted the land from Baid to Bastu vide Memo Nos.: 343/BLRO/Kank/119 dated 05/07/2019 in Conversion Case No.: CN/2019/2303/133, 342/BLRO/Kank/119 dated 05/07/2019 in Conversion Case No.: CN/2019/2303/128, 344/BLRO/Kank/119 dated 05/07/2019 in Conversion Case No.: CN/2019/2303/131, 347/BLRO/Kank/119 05/07/2019 in Conversion Case No.: CN/2019/2303/130, 342/BLRO/Kank/119 dated 05/07/2019 in Conversion Case CN/2019/2303/129, 345/BLRO/Kank/119 dated 05/07/2019 in Conversion Case No.: CN/2019/2303/127, and 341/BLRO/Kank/119 dated 05/07/2019 in Conversion Case No.: CN/2019/2303/132 respectively and since then the recent aforestated Vendor(s) is/are being in lawful possession and ownership having indefeasible right, title and interests, possession and enjoyment over the said property and paying taxes and levies thereon & is free from all such encumbrances, liens and appendages thereto and without any interferences, objection or interruption from anybody having permanent, heritable and transferrable right, title and interest therein as he / she / they become the owner(s) of the land and forming part of the R.S. Plot No.: 232 more-fully described in the schedule hereto.

AND WHEREAS the First Party(s) as aforementioned is/are now the absolute and lawful owner of the immovable property having right, title and interests in the schedule below and since then he / they is / are in absolute, lawful, peaceful, physical possession and occupation over the same without any kind of let, hindrance or disturbances from any corner, which is a recorded property in the R.O.R; of which the said property was entered in the name(s) of the First Party in the records of the landlord, the State and which has being exercising all acts of ownership over said landed property without any disturbances from any corner and by the payment of due land revenue for the said property to the Landlord the State and obtain receipts thereof in its own name and have been occupying the said landed property by exercise of all acts of ownership thereto.

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AND WHEREAS the first party(s) is desired to get the aforesaid landed property developed into a Multi-storied Building complex constructed thereon and the Second Party after having come to know of such intentions of the First party; approached the First Party and therefore the First party(s) agreed to the proposal of the Second Party with regard to the development & construction of the proposed Multi-storied residential Building complex upon the said below schedule landed property.

AND WHEREAS the Landowner desires to develop the "A" Schedule Property " by construction of multi storied building or as per sanction of Durgapur Municipal Corporation up to maximum limit of floor and/or any other concerned Authority/Authorities but due to paucity of fund and lack of sufficient times the Land Landowner could not be able to take any steps for the said development and as such the Landowner are searching a Developer for the said development works.

AND WHEREAS the Landowner herein approached to the Developer herein to develop the "Said Property" by construction of a multi-storied building at Developer's costs and expenses on the sanction plan so to be sanctioned and/or permissible up to maximum limit of floors consisting of so many flats, garages etc. as per sanction plan of Durgapur Municipal Corporation and/or any other concerned authority/authorities from time to time of talking full and final consideration as fully stated in the SECOND SCHEDULE written herein below in the said proposed new building and the Developer accepted and agreed to the above proposal of the Land owner subject to condition that the Developer herein shall realize all the above costs of building including all other miscellaneous costs, expenses and benefits by selling the allocation of the Developer as fully described in the THIRD SCHEDULE hereinafter and all moneys accrued therein shall be the sole property of the Developer without any claim on the part of the Land owner and as such both the parties herein to avoid any future dispute to prepare and execute this written agreement on terms and conditions having been settled by an between the parties after mutual discussion.

8.47 Katha or 14 Decimal or 566.56 Sq.M or 6096.25 Sq. Ft more or less comprising within appertaining to RS Plot No. 232, LR Khatian No. 1246, 1248, 1251, 1256, 1257, 1258, 1259, 1306, LR Plot No. 162, Mouza: Khatpukur, J.L. No.59, P.S. Kanksa under Durgapur Municipal Corporation, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal, under (more fully and particularly mentioned and described in the First Schedule hereunder written) within the limit of Durgapur Municipal Corporation, which is developed by SAYAK DEVELOPER (PAN - ADXFS6480J)

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AND WHERE AS the purchaser being interested to purchase a flat in the "SUBHASHINI APARTMENT" approached the First Part and Second Part and First Part and Second Part agreed to sell to the purchaser a flat as mentioned in the Second schedule below and which is construct on the First Schedule property.

NOW THIS DEED WITNESSTH that in consideration of Rs. (Rupees
) only paid by the purchaser to the
vendor/Developer by cheque the receipts whereof the vendor/Developer hereby grant
convey, transfer, sell the PURCHASER ALL THAT Flat bearing No, on the
() Floor having Carpet Area of () Square
Feet with / without a medium size Car Parking space at " SUBHASHINI
APARTMENT " at Muchipara particularly mentioned in Second Schedule below
together with common areas, facilities, and amenities as described in Third Schedule below
also together with half of the depth of both floor and roof with full ownership of sanitary
fittings and also internal walls within the said flat together with common rights of using
stair case, all ways, paths, passages, drain water courses, pumps septic tanks etc in the
ground to top floor of the building together with proportionate undivided rights, title,
interest on the First Schedule land with rights, liberties, easements, appendages,
appurtenance thereto along with common right more fully mentioned Schedule three
below and all estate, right, title interest claims and demands whatsoever of the Vendor into
or upon and every part thereof TO HAVE AND TO HOLD the same and the use of the said
purchaser, his heirs, executors, administrators, assigns absolutely and forever and the
vendor hereby covenants with the Purchaser his/her heirs, executors, administrators,
assigns that notwithstanding any act, deed or things hereto before granted or executed or
knowingly suffered to the contrary and the vendor now lawfully seized and possessed the
said property free from all encumbrances attachments or defect in the title whatsoever and
the vendor has full authority to sale the said property in the manner as aforesaid and the
purchaser hereinafter peaceably and quietly possess and enjoy the sold property in khas
without claim or demand whatsoever from the Vendor or and the Developer or any person
claiming under or in trust for them and further the vendor and the Developer and also
their legal heirs, successors- in- office, administrators, legal representatives and assignee
from door cause to be done or executed all such lawful acts, deeds and things whatsoever
in future and more perfectly conveying the said flat and every part thereof in the manner as
aforesaid according to true intent and meaning of this deed

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AND WHEREAS Purchaser/s shall be factually legally entitled to get his/her name/s recorded in the record of B.L & L.R.O., FARIDPUR-DURGAPUR during settlement And further that the purchaser shall be at liberty to get the property muted into the rent roll of Govt. Of West Bengal and liberty to take separate electricity and water supply connection in his own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the Vendor or Developer.

FIRST SCHEDULE

(Said Land)

All that piece and parcel of Bastu Land measuring **8.47** Katha or **14** Decimal or **566.56** Sq.M or **6096.25** Sq. Ft more or less comprising within appertaining to RS Plot No. 232, LR Khatian No. 1246, 1248, 1251, 1256, 1257, 1258, 1259, 1306, LR Plot No. 162, Mouza: Khatpukur, J.L. No.59, P.S. Kanksa under Durgapur Municipal Corporation, A.D.S.R. Office- Durgapur & Sub-Division- Durgapur, District- Paschim Bardhaman, West Bengal

BUTTED AND BOUNDED BY:

ON THE NORTH : Plot No.: 33'-00" & 12'-00" Wide Road

ON THE SOUTH : 82'6" & Passage

ON THE EAST : 89'-5"

ON THE WEST : 82'-9" & 100'-00" wide Shibpur Road

SECOND SCHEDULE

PART-I

(Said Flat)

All that the unit being **Apartment No.** on _____ Floor, measuring (___) **Square Feet**, be the same a little more or less of Super Built up area, Tiles flooring in "**SUBHASHINI APARTMENT**" at Muchipara at the land as described in the First Schedule with proportionate undivided share of the land enjoyment at common areas amenities and facilities (as described in part-I & Part - II of the schedule - Three hereunder).

PART-II

(Parking Space)

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All that right to park a medium size car at open/ covered parking space measuring about more or less 135 Sq. Ft. in the Ground Floor/ vacant place of the Building.

THIRD SCHEDULE PART-I

(Share in Specific Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

- 1. Staircase of "SUBHASHINI APARTMENT" at Muchipara.
- 2. Corridors of "SUBHASHINI APARTMENT" at Muchipara. (Save inside any unit).
- 3. Drains & Swears of "SUBHASHINI APARTMENT" at Muchipara. (Save inside any unit).
- 4. Exterior walls of "SUBHASHINI APARTMENT" at Muchipara.
- 5. Electrical wiring and Fittings of "SUBHASHINI APARTMENT" at Muchipara. (Save inside any unit).
- 6. Overhead Water Tanks of "SUBHASHINI APARTMENT" at Muchipara.
- 7. Water Pipes of "SUBHASHINI APARTMENT" at Muchipara.
- 8. Lift Well, Stair head Room, Lift Machineries of "SUBHASHINI APARTMENT" at Muchipara.
- 9. Pump and Motor of "SUBHASHINI APARTMENT" at Muchipara.

PART-II

(Share in General Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

- 1. Main Entrance of "SUBHASHINI APARTMENT" at Muchipara.
- 2. Drains & Sewages of "SUBHASHINI APARTMENT" at Muchipara. (Save inside the Block).

FOURTH SCHEDULE

'RIGHTS OF THE PURCHASER'

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- a) That the purchaser shall enjoy the super- built up area for the said flat along with common rights they are lawfully entitled thereto along with all sewerage, drains, water courses and all common areas available for use of the said premises.
- b) That the purchaser shall have every right to enter into any other flat in the building for the purpose of effecting repair of service pipe lines and portion of flat as may reasonably necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) That the purchaser shall have full proprietary rights and interest and shall entitle to sale, mortgage, lease out, let out or transfer in every manner whatsoever without requiring any permission or consent from "OWNER" or "DEVELOPER" or from any other flat owner(s) or from the Association of the flat owners.
- d) That the purchaser undivided interest in the land described in the First Schedule above shall remain joint forever with the owners of the other flats of the said Complex namely **ABHILASA RESIDENCY** at Fuljhore.

FIFTH SCHEDULE

'PURCHASER'S/S' COVENANTS'

- 1. On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:
- a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
- b) Permit the maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;
- c) Deposit the amounts for various purposes as required by the Maintenance Agency or the Association;
- d) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners and occupants of the Buildings;
- e) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;

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- f) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
- g) In particular and without prejudice to the generality of the foregoing, not to make any form of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise
- h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;
- Bear and pay the Common Expenses and other outgoings in respect of the i) Premises proportionately & the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;
- j) Pay all rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Corporation;
- Pay for other utilities consumed in or relating to the said k) Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
- 1) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;
- m) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
- 2. On and From the Date of Possession, the Purchaser/s agrees and covenants:
 - a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein, whatever the case

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may be herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;

- b) Not to open out any additional window or any grill box or fix grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
- c) Not to do or permit to be done any act deed or thing which may render void or voidable any policy or Insurance or any Unit/Flat or any part of the Building/s or the premises or may cause any increase in the premium payable in respect thereof;
- d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, landings, or in any other common areas previously decorated;
- e) Not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;
- f) Not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
- g) Not to shift or obstruct any windows or lights in the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Building/s;
- h) Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Owners herein and the Developer herein and/or Developer and/or Owners, whatever the case may be and/or the Association;

MEMO OF CONSIDERATION

Received	on	or	before	executing	this	agreement	Rs.	garavar 4 1
(Rupees_) onl	y as pa	art of the net	price	of the said flat and
appurtena	nces	more	e fully m	entioned in	the Pa	art II of the s	econo	d schedule here in
above writ	ten, f	rom	the above	e named				

Date	Mode of Payment	Transaction No	Amount	Tax	Net Amount

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor /Attorney of Vendor/Developer/Purchaser(s) are attested in additional pages in this deed being no. (1) (A) i.e. in total numbers of pages and these wile treated as part of this deed.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written

	SIGNED AND DELIVERED
WITNESSES:	By the OWNER (S)
	SIGNED AND DELIVERED SAYAK DEVELOPER By the Developer (S)
	Rangella
	Partner

SIGNED AND DELIVERED By the PURCHASER (S)

Drafted by me and Typed at my office &
I read over & Explained in Mother Languages to all
Parties to this deed and all of them admit that the
Same has been correctly written as per their instruction