

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE IS MADE ON THIS THE  
DAY OF , 2026 (TWO THOUSAND AND TWENTY SIX) A.D.

PACIFIC CONSTRUCTION  
  
Proprietor

BY

(1) **SMT. KAMALA RANI SAHA** (PAN : AMAPS3575 L), wife of Late Sudhamoy Saha and daughter of Late Pran Ballav Saha, a Housewife and residing at 107A/4, Regent Park, Post Office Regent Park, Police Station Jadavpur, Kolkata – 700040, District South 24 Parganas AND

(2) **SMT. SUBARNA SAHA** (PAN : ALXPS1249K), daughter of Late Sudhamoy Saha and wife of Sri Surhid Ranjan Saha, by occupation Business and residing at Harish Chandra Dutta Road, Panihati, Police Station Khardah, Pin Code – 700114, District North 24 Parganas – both are by religion Hindu and 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 and 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 herein named being represented by their Constituted Attorney namely **PACIFIC CONSTRUCTION**, a Sole Proprietorship Concern, having its Office at 395, Boral Main Road, Garia, Kolkata - 700084, Post Office : Garia, Police Station Bansdrani (previously Regent Park) District : South 24 – Parganas, and being represented by its Sole Proprietor namely **SRI BIJOY GHOSH** (PAN ADYPG4183 B), son of Late Lalmohan 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 17.10.2025, which has been registered at the Office of the District Sub Registrar – III at Alipore and recorded in Book No. I, Volume No. 1603-

2025, from 535584 to 535610 Pages and being Deed No. 160319662 for the year 2025.

AND CONFIRMED BY

**PACIFIC CONSTRUCTION**, a Sole Proprietorship Concern, having its Office at 395, Boral Main Road, Garia, Kolkata - 700084, Post Office : Garia, Police Station Bansdroni (previously Regent Park) District : South 24 – Parganas, and being represented by its Sole Proprietor namely **SRI BIJOY GHOSH** (PAN ADYPG4183 B), son of Late Lalmohan 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 context be deemed to mean and include it's successors – in - office, executors, administrators, legal representatives & assignees) of the **SECOND PART**.

To and in favor of

MS. .... (PAN : .....; AADHAR .....), daughter / wife / son of Late ....., by religion ....., by nationality ....., by occupation ....., residing at ....., Post Office and Police Station ....., Pin Code ....., District ....., State of ....., hereinafter called and referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs,

successors, executors, administrators, legal representatives and assignees etc.) of the **THIRD PART**.

WHEREAS One Rabejan Bibi, the mother of Miyajan Bibi and wife of Late Meher Ali Mistry, purchased all that piece and parcel of land measuring areas 21 (Twenty One) Decimal on 27/10/1943, from then Owner Golam Soban Safui, son of Late Natabar Safui of Kamdahari, then Police Station Sadar Tollygunge against a reasonable consideration which was registered at the Office of D.R. Alipore, South - 24 Parganas and duly recorded in Book No. I, Volume No.92, Pages from 65 to 67, Being No. 4411 for the year 1943 and thus, said Rabejan Bibi became the lawful absolute owner of the aforesaid land which is lying and situates at Mouja - Kamdahari, J.L. No. 49, Touji No. 14, Pargana - Magura, Dag No.944, Khatian No. sabek 144, Hal Khatian - 477, PS formerly Tollygunge, thereafter Jadavpur, then Regent Park now Banadroni under the District Collectorate South - 24 Parganas, now within the limit of the Kolkata Municipal Corporation, Ward No. 111, A.D.S.R. Office Alipore, South 24 Parganas.

AND WHEREAS after being the absolute owner with every right, title and interest of the aforesaid land mentioned in the preceding Para, said Rabejan Bibi mutated her name in respect of aforesaid Property with the records of the Government Authority and had been paying rates, taxes and other levies of the same on regular basis.

AND WHEREAS thereafter, said Rabejan Bibi executed a 'Hebanama' or called as Mohammedan Gift Deed on 12-03-1980 in respect of areas of land measuring about 07 (Seven) Cottahs more or less out of her total landed properties in favour of her son Miajan Ali Mistry, son of

Late Meher Ali Mistry which was duly registered at the Office of the District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No I, Volume No.81, Pages from 1 to 4, Being No. 1090 for the year 1980. Thus, the said Miajan Ali Mistry became lawful absolute owner of aforesaid areas of land measuring more or less 07 (Seven) Cottah, out of above mentioned of the total land, recited in the beginning Paragraph.

AND WHEREAS the said Rabejan Bibi, further announced to sell an another piece and parcel of land measuring more or less 02 (Two) Cottahs 08 (Eight) Chittacks 13 (Thirteen) Sq. Ft. more or less, out of her remaining landed Properties, due to her urgent need of money and her said son Miajan Ali Mistri Son of Late Meher Ali Mistry, purchased said areas of land from her mother named above, against a valuable consideration by virtue of a Bengali Deed of Sale or Saf Bikroy Kobala executed on 19/06/1980, duly registered at the Office of the District Sub-Registrar at Alipore, South-24 Parganas and recorded in Book No I, Volume No. 127, Pages from 185 to 188, Being No.5083 for the year 1980. Thus, Miajan Ali Mistri became the absolute lawful Owner and lawful possessor of the aforesaid landed property.

AND WHEREAS said Miajan Ali Mistri, by way of 'Hebanama' or 'Mohammedan Deed of Gift' and also by way of lawful purchase, both mentioned above, became the lawful absolute owner of all that piece and parcel of land measuring more or less 09 (Nine) Cottahs 08 (Eight) Chittak 13 (thirteen) Sq Ft. by virtue of Deed of Gift (Hebanama) and Deed of Sale (Saf Bikroy Kobala) who thereafter mutated his name in the records of Government authority and also then in Calcutta

Municipal Corporation presently Kolkata Municipal Corporation, subsequently paying rates, taxes and levies thereof regularly

AND WHEREAS while said Miajan All Mistri had been enjoying the aforesaid areas of land with every right, title, interest and possession thereof with free, fair and unencumbered condition, owing to his need of cash, he sold, conveyed an areas of land measuring more or less 04 (Four) Cottahs 12 (Twelve) Chittak 6.5 (Six Point Five) Sq. Ft. out of his aforesaid total landed property, lying and situates at Mouja Kamdahari, J.L. No. 49, Touji No.14, Dag No. 944, Old Khatian No. 144, Hal Khatian 477, P.S. formerly Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdroni under District South 24 Parganas, now within the limit of the Kolkata Municipal Corporation, Ward No. 111, A.D.S.R. Office Alipore, South-24 Parganas unto or in favour of one named Kalachand Saha, by virtue of a Bengali Sale Deed, executed on 07/10/1987, registered at the Office of the Additional District Sub-Registrar at Alipore, South 24 Parganas, recorded in Book No. I, Volume No. 44, Pages from 75 to 83, Being No. 1780 for the year-1987. Thus, said Kalachand Saha, now deceased became lawful absolute owner with every right, title and possession of said areas of land 04 (Four) Cottahs 12 (Twelve) Chittacks 6.5 (Six Point Five) Sq. Ft. or a little more or less, free from all encumbrances.

AND WHEREAS after lawful transfer of the aforesaid land, the said Miajan All Mistri remained in possession an areas of land measuring more or less 04 (Four) Cottahs 12 (Twelve) Chittack 6.5 (Six Point Five) Sq. Ft. and further, due to his urgent necessity of cash sold, conveyed and forever transferred his aforesaid remaining portion of land measuring more or less 04 (Four) Cottahs 12 (Twelve) Chittack 6.5 (Six

Point Five) Sq. Ft. unto or in favour of Smt. Kamala Rani Saha wife of Sudhamoy Saha then of 107A/4, Regent Park, Kolkata-700040, District: South-24Pargans, by virtue Bengali Deed of Saf Bikroy Kobala, registered at the office of the District Registrar Alipore, South-24 Parganas, Alipore, Book No I, Volume No. 296, Pages from 211 to 219, Being No.14905 for the year 1987. Thus, Smt. Kamala Rani Saha became owner of the said land measuring 04 Cottahs 12 Chittack 6.5 Sq Ft. more or less.

AND WHEREAS aforesaid Kalachand Saha son of Late Amar Chand Saha, lawfully seized and possessed of or sufficiently entitled to every right, title and possession of aforesaid areas of land measuring more or less 04 (Four) Cottah 12 (Twelve) Chittack 6.5 (Six point Five) Sq Ft. at Mouja Kamdahari, J.L. No. 49, Touji No. 14, Dag No. 944, old Khatian No. 114, Hal Khatian 477, P.S. before Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdroni under the District South-24 Parganas, now within the limit of the Kolkata Municipal Corporation, Ward No.111, Kolkata 700084 and said Kalachand Saha was a Hindu governed by the Dayabhaga School of law, died intestate on 27-02-1995, leaving behind him his widow wife named Chandana Saha and three daughters Viz. Smt. Santana Saha, Smt. Swikriti Hazra nee Saha and Smt. Bijoya Saha as his legal heirs and successors as per provision of the Hindu Succession Act, 1956.

AND WHEREAS the said Chandana Saha and her three daughters namely Smt. Santana Saha, Smt. Swikriti Hazra nee Saha and Smt. Bijoya Saha lawfully seized and possessed of all that aforesaid land mentioned in the preceding clause and sufficiently entitled to every

right, title, interest and possession of the same as per Law of Inheritance and Hindu Succession Act, 1956.

AND WHEREAS thereafter, said Chandana Saha and her three daughters namely Smt. Santana Saha, Smt. Swikriti Hazra nee Saha and Smt. Bijoya Saha gifted, transfer with possession all that said areas of land measuring more or less 04 (Four) Cottahs 12 (Twelve) Chittack 6.5 (Six point Five) Sq. Ft. at Mouja-Kamdahari, J.L. No. 49, Touji No. 14, Dag No. 944, old Khatian No. 144, Hal Khatian No. 477, Police Station before Tollygunge, then Jadavpur, thereafter Regent Park, at present Bansdroni under the District South-24 Parganas, now within limit of the Kolkata Municipal Corporation, Ward No.111, Kolkata-700084 unto or in favour of Smt. Rakhi Saha, Daughter of Sudhamoy Saha then of 107A/4, Regent Park, Kolkata- 700040, District: South-24 Pargans, by virtue of registered Deed of Gift or Bengali Danpatra Dalil executed on 23-12-1998 A.D. which was registered at the Office of the Additional District Sub-Registrar Alipore, South-24 Parganas dated : 14.01.1999, recorded in Book No. I, Volume No.5, Pages from 147 to 156, Being No.130 for the year 1999. Thus, the said Rakhi Saha became lawful absolute owner and possessor of said land.

AND WHEREAS thereafter, Rakhi Saha daughter of Sri Sudhamoy Saha constructed thereon a Asbestos Shed structure measuring more or less 300 Sq. Ft., more or less as a service areas of the said land and mutated her name in respect of the said land Together with 300 Sq. Ft., Asbestos Shed structure in the record of the Kolkata Municipal Corporation Ward No.111 which has been identified as Premises No. 460, Boral Main Road, Assessee No.31-111-05-0460-7.

AND WHEREAS the said Rakhi Saha daughter of Sri Sudhamoy Saha gifted, transferred and released with peaceful possession of the land unto or in favor said Kamala Rani Saha wife of Sri Sudhamoy Saha (Daughter of Late Pran Ballav Saha) all that aforesaid land measuring more or less 04 (Four) Cottah 12 (Twelve) Chittack 6.5 (Six point Five) Sq. Ft. at Mouja Kamdahari, J.L. No. 49, Touji No. 14, Dag No. 944, old Khatian No.144, Hal Khatian No.477, Police Station before Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdroni Together with 300sq. Ft. R.T Shed structure as recorded in the Kolkata Municipal Corporation, Ward No. 111 which has been identified as Premises No.460, Boral Main Road, Assessee No.31-111-05-0460-7, by virtue of a Deed of Gift, executed on 02/08/2013 and registered at the Office of D.S.R. I, South-24 Parganas, recorded in Book No. I, CD Volume No.14, Pages from 3720 to 3733, Being No.03236 for the year 2013. Thus, said Kamala Rani Saha became the lawful absolute Owner of the said land with 300 Sq Ft. Asbestos Shed Structure with every right, title, interest and possession of the same.

AND WHEREAS Thus, said Kamala Rani Saha wife of Sudhamoy Saha, by way of lawful purchase from said Miajan Ali Mistri an areas of land measuring more or less 04 (Four) Cottahs 12 (Twelve) Chittack 6.5 (Six Point Five) Sq. Ft., by virtue of registered deed mentioned above, duly recorded in her name in the Kolkata Municipal Corporation identified as Premises No.461, Boral Main Road, KMC Ward No.111, Assessee No.31-111-05-0461-9 and also got an areas of land measuring 04 (Four) Cottahs 12 (Twelve) Chittack 6.5 (Six Point Five) Sq. Ft. more or less, identified as Premises No. 460, Boral Main Road, K. M. C. Ward No.111, Assessee No. 31-111-05-0460-7, by virtue of registered Deed of

Gift from the said Rakhi Saha mentioned in the preceding Para, both the aforesaid Plots of land, lying and situates at Mouja Kamdahari, J.L. No. 49, Touji, No. 14, Dag No.944, old Khatian No. 144, Hall Khatian No.477, P.S. before Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdroni under the District Collector-ate South-24 Parganas, now within the limit of the Kolkata Municipal Corporation, Ward No. 111 and thereafter said Kamala Rani Saha erected 1200 Sq.Ft. Asbestos Shed Structure Premises No.461, Boral Main Road, K.M.C. Ward No.111, Assessee No.31-111-05-0461-9 and aforesaid two plots of land i.e. Premises No. 460, Boral Main Road, K.M.C. Ward No.111, Assessee No. 31-111-05-0460-7 and Premises No. 461, Boral Main Road, K.M.C. Ward No.111, Assessee No.31-111-05-0461-9, being adjacent to each other which may be treated as one Plot of land and said Kamala Rani Saha has started proceeding and persuasion the Kolkata Municipal Corporation to have one Premises No. and One Assessee No, instead of two Premises No. and two Assessee Nos ie. PREMISES NO.460, Boral Main Road, K.M.C. Ward No.111, Assessee No. 31-111-05-0460-7 and PREMISES NO. 461, Boral Main Road, K.M.C. Ward No.111, Assessee No.31-111-05-0461-9, treating said two plots of land adjacent to each other and lawfully owned by one named Kamala Rani Saha who made proper persuasion to the Concerned Authority of the Kolkata Municipal Corporation and the said authority was pleased to allow one plot considering both are owned by one, aggregating total land 09 (Nine) Cottah 08 (Eight) Chittak 13 (thirteen)Sq. Ft. more or less belongs to said Kamala Rani Saha herein and the said entire plot of land was allotted as Premises No.461, Boral Main Road, K.M.C. Ward No.111, Assessee No.31-111-05-0461-9 Together-with Asbestos Shed Structure 1500 Sq. Ft more or less.

AND WHEREAS being absolute Owner of the aforesaid land, said Kamala Rani Saha wife of Late Sudhamoy Saha, by virtue of a Deed of Gift, executed on 11<sup>th</sup> day of May-2018, absolutely transferred with possession All that an undivided and un-demarcated areas of land 04 (Four) Cottahs 12 (Twelve) Chittack 6.5 (Six Point Five) Sq. Ft. along-with undivided areas of asbestos Shed Structure, measuring about 750 Sq. Ft. out of the entire land 09 Cottahs 08 Chittak 13 Sq.Ft. more or less Together-with 1500 Sq. Ft. asbestos shed structure thereon at Mouja Kamdahari, J.L. No. 49, Touji No. 14, Dag No.944, old Khatian No. 144, Hal Khatian No.477, Police Station before Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdrone under the District South-24Parganas, now within the limit of the Kolkata Municipal Corporation, Ward No.111, being undivided portion of land of aforesaid Premises No.461, Boral Main Road, P.O. Garia, P.S. Bansdrone, Kolkata-700084 unto or in favour of her legitimate daughter named Smt. Subarna Saha daughter of Late Sudhamoy Saha and wife of Surid Ranjan Saha and said Deed of Gift was registered at the Office of A.D.S.R. Alipore, South-24 Parganas, duly recorded in Book No. I, Volume No. 1605-2018, Pages from 99050 to 99072, Being No. 160503042 for the year-2018. Thus, said Kamala Rani Saha remain in lawful physical possession of aforesaid undivided un-demarcated areas of land with structure measuring areas of land 04 (Four) Cottahs 12 (Twelve) Chittacks and 6.5 (Six Point Five) Sq. Ft. more or less Together with asbestos Shed Structure, measuring about 750 Sq. Ft. and be it needful to mention here that after the registration of the aforesaid Deed of Gift, Smt. Kamala Rani Saha and her legitimate daughter SMT. SUBARNA SAHA, daughter of Sudhamoy Saha now jointly seized and

possessed of ALL THAT areas of land measuring more or less 09 Cottahs 08 Chittak 13 Sq. Ft. more or less Together-with 1500 Sq Ft. asbestos structure, having undivided equal share or interest of each. Thus, said Smt. Kamala Rani Saha and Smt. Subarna Saha became the lawful Owners of the said land at Mouja Kamdahari, J.L. No. 49, Touji No. 14, Dag No 944, old Khatian No.144, Hal Khatian No. 477, P.S. before Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdroni, the District South-24 Parganas, now Premises No. 461, Boral Main Road, K.M.C. Ward No.111, Assessee No.31-111-05-0461-9 under the Kolkata Municipal Corporation.

During their joint, absolute and peaceful possession and enjoyment of the said property, the said Smt. Kamala Rani Saha and Smt. Subarna Saha, as the Land Owners, have entered into an Agreement for Development with M/s. Pacific Construction, being represented by its Sole Proprietor Sri Bijoy Ghosh, on 14.12.2018. 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 - 2018, from 257546 to 257593 Pages and being Deed No. 160507989 for the year 2018.

Subsequently, the said Smt. Kamala Rani Saha and Smt. Subarna Saha have also executed a Development Power of Attorney on the same date i.e. on 14.12.2018, appointing and/or nominating and/or constituting the above-named BIJOY GHOSH, being the Sole Proprietor of M/S. PACIFIC CONSTRUCTION as their true & lawful Attorney. The said Deed has been registered at the Office of the Additional District Sub Registrar, at Alipore and recorded in Book No. I, Volume No. 1605 -

2018, from 255809 to 255835 Pages and being Deed No. 160507997 for the year 2018.

AND WHEREAS in this context, it is to be mentioned here that after execution and registration of the above mentioned Development Agreement and Development Power of Attorney and after a span of time, the Developer has obtained the Building Sanction Plan for construction of a G + 4 storied Building and for the same the Land Owners and the Developer has decided to Specify their Allocation as per the Building Plan and for the same the Land Owners and the Developer have executed a fresh Supplementary Agreement and hence it has been required to cancel the previous Development Power of Attorney and to execute a fresh one.

Consequently, for the above mentioned reasons, the said Smt. Kamala Rani Saha and Smt. Subarna Saha have jointly revoked and / or cancelled the Development Power of Attorney (after registration of the Development Agreement) dated 14.12.2018. The said Deed of Cancellation of Development Power of Attorney was executed on 17.10.2025 duly registered at the Office of the District Sub Registrar – III at Alipore and recorded in Book No. IV, Volume No. 1603-2025, from 17396 to 17414 Pages and being Deed No. 160300935 for the year 2025.

Thereafter, in order to specify the respective allocation of the Land Owners and the Developer herein, they have jointly executed a Supplementary Development Agreement dated 17.10.2025, the said Deed was registered at the Office of the District Sub Registrar – III at Alipore and recorded in Book No. I, Volume No. 1603-2025, from 533775 to 533810 Pages and being Deed No. 160319645 for the year 2025 and on the same date i.e., on 17.10.2025, the said Land Owners

have also appointed and / or nominated the said Bijoy Ghosh being the Sole Proprietor of M/s. Pacific Construction, to act for them and / or on behalf of the, by virtue of execution and registration of the Power of Attorney after registered Development Agreement, which was duly registered at the Office of the District Sub Registrar – III at Alipore and recorded in Book No. I, Volume No. 1603-2025, from 535584 to 535610 Pages and being Deed No. 160319662 for the year 2025.

AND WHEREAS in the meantime, the Developer have decided to take booking by the intending Purchaser/s, out of the Developer's Allocation and getting knowledge about the decision of the Developer as also being desirous to purchase and book one *Self Sufficient Residential Flat*, along with all the common rights, facilities, amenities, liberties and liabilities together with the proportionate share and interest in the land under the building, the Purchasers herein named have inspected all the documents and papers and being satisfied with the right, title and interest of the Land Owners and the Authority of the Developer in respect of disposal of his allocation, the ALL THAT the Self Sufficient Residential Flat, being Flat No. ...., on the ..... side of the ..... Floor, measuring about ..... Sq. Ft. Carpet Area (without Balcony), Balcony Area ..... Sq. Ft., total Carpet Area ..... (.....) Sq. Ft. and ..... (.....) Sq. Ft. Super Built Up Area,-- out of the G + IV storied building, which is more fully described under Schedule 'C' below, at or for the total price and/or consideration of Rs. ..../- (Rupees ..... Lakh) only (excluding taxes).

Finding the proposal as an acceptable one, the Developer herein named has decided to sell out the above-mentioned *Self Sufficient*

*Residential Flat*, constructed and lying on the plot of land as mentioned under the Schedule 'A' herein above and being known & numbered as the KMC Premises No. 461, Boral Main Road, Kolkata 700084, Police Station Bansdroni (previously Regent Park), Ward No. 111, out of the G + IV storied building, which is more-fully described under the Schedule - "C" hereunder and shown in the annexed Plan 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 ..... Lakh) only (excluding taxes), 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 Purchaser herein along with the other co-owners of the said building. And for the same the Parties have entered into a Agreement for Sale on ..... and the Purchaser herein-named have started to pay the said consideration amount.

AND WHEREAS, 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 herein named requested the Developer herein named to handover the possession of the said *Self Sufficient Residential Flat* 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 ..... Lakh) only (excluding taxes), well and truly paid by the Purchaser 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 Purchaser as well as the said *Self Sufficient Residential Flat*, 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 favor of the Purchasers herein, free from all sorts of encumbrances and the Developer do hereby confirm the said transfer of ALL THAT the Self Sufficient Residential Flat, being Flat No. ...., on the ..... side of the ..... Floor, measuring about ..... Sq. Ft. Carpet Area (without Balcony), Balcony Area ..... Sq. Ft., total Carpet Area ..... (.....) Sq. Ft. and ..... (.....) Sq. Ft. Super Built Up Area,-- out of the G + IV storied building, constructed & lying on the plot of land as mentioned under the Schedule 'A' herein above and being known & numbered as the KMC Premises No. 461, Boral Main Road, Kolkata 700084, Police Station Bansdroni (previously Regent Park), Ward No. 111, 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 *Self Sufficient Residential Flat* 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*, as mentioned above, is more-fully and particularly shown in the Plan or Map annexed hereto and therein bordered with RED colour and hereinafter referred to as the "Said Unit"), free from all encumbrances, charges, liens, *lispendens*, claims, demands, liabilities, acquisitions, requisitions, alignments and trust WHATSOEVER OR HOWSOEVER OTHERWISE the said Unit or *Self Sufficient Residential 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 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 Owners 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 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, *Self Sufficient Residential Flat* 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 *Self Sufficient Residential Flat*, 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 OWNERS ALONG WITH THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER 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 Purchasers in the manner aforesaid.

c) That the said *Self Sufficient Residential Flat* and the undivided proportionate share or interest in the land comprised in the said premises is free from all charges, encumbrances, liens, *lispendens* 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 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 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 Purchaser or her 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 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 indemnified of, from and against any and/or every types of losses and/or sufferings whatsoever the Purchaser 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 the Calcutta Thika Tenancy Act nor any notice for acquisition or requisition has ever been served upon the Land Owners.

AND FURTHER the Land Owners and the Developer do hereby covenant with the Purchaser that it shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to have and to hold and enjoy the said *Self Sufficient Residential Flat*, including impartible, undivided and proportionate share in the land and premises and all the easement rights and that the Purchaser 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, which she shall deem proper AND ALSO without any interruption, disturbances, claims or demands from or by the Land Owners or the Developer 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 shall apply for and get her name mutated as the Owner in respect of the said *Self Sufficient Residential Flat*, 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 DO HEREBY COVENANT WITH THE LAND OWNERS AS ALSO THE DEVELOPER AS FOLLOWS:-

a) The Purchaser 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 of 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.

b) The Purchaser does 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

herein named will remain 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 shall not claim any right, title or interest excepting the property purchased by her.

e) The Purchaser shall become and remain member of the Association or Society to be formed in future.

f) The Purchaser 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 may use the property sold and conveyed for the purpose as required by her, 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 amongst THE LAND OWNERS, DEVELOPER AND PURCHASER 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 favor of the Purchaser shall always remain impartible.

b) The Purchaser 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 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 her purchased portion or the approach towards that portion at her 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 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 must not individually and without consulting with the other co-owners or other occupiers of the building, paint the outer portion of her property.

h) The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both.

SCHEDULE 'A'  
(TOTAL LAND PROPERTY)

ALL THAT the piece and parcel of land measuring 09 (Nine) Cottah 08 (Eight) Chittak 13 (Thirteen) Sq. Ft., lying and situates at situates at Mouja- Kamdahari, J.L.49, Touji, No. 14, Old Khatian No. 144, Hal Khatian-477, L.R. Khatian No. 1330 and 2302, R.S. & L.R. Dag No. 944, P.S. before Tollygunge, then Jadavpur, thereafter Regent Park, now Bansdroni, A.D.S.R. Alipore, District-South-24 Pargarnas and presently the land is known and identified as Premises No. 461, Boral Main Road, Assessee No. 31-111-05-0461-9 of the Kolkata Municipal Corporation, K.M.C. Ward No.111, Borough-XI, P.O. Garia, Police Station Bansdroni (previously Regent Park), Kolkata 700084.

The property is butted and bounded by:

ON THE NORTH: 30' (Thirty Feet) wide Boral Main Road ;

ON THE SOUTH: Land of Mr. Satish Chandra Saha;

ON THE EAST : Land of Mr. Sankar Kundu;

ON THE WEST : Land & Building of the Premises 81, Boral Main Road.

SCHEDULE 'B'  
(THE BUILDING)

ALL THAT the G + IV storied building, constructed as per the Building Permit No. .... dated ..... of Borough ....., under Plan Case No. ...., consisting Flats, Car parking Space being no. .... & area measuring 135 sq. ft., and other units. The name of the Building is “.....”. The Lift Facility is provided within the building.

SCHEDULE 'C'  
(THE FLAT TO BE SOLD UNDER THIS DEED OF SALE)

ALL THAT the Self Sufficient Residential Flat, being Flat No. ...., on the ..... side of the ..... Floor, measuring about ..... Sq. Ft. Carpet Area (without Balcony), Balcony Area ..... Sq. Ft., total Carpet Area ..... (.....) Sq. Ft. and ..... (.....) Sq. Ft. Super Built Up Area-- out of the G + IV storied building, consisting of ..... Bedrooms, ..... Living cum Dining, ..... Kitchen, ..... Toilet, .... W.C. and ..... Balcony, along with the proportionate share and interest in the Land under the Building, constructed at the KMC Premises No. 461, Boral Main Road, Kolkata - 700084, District : South 24 Parganas, along with all other common facilities and amenities as set-forth in the Schedule 'D' hereunder, with the common liabilities as mentioned in Schedule 'E' hereunder with all other general, quasi easement and easement rights and liberties attached and due to the property under this Deed, coupled with the common and individual duties and liabilities.

SCHEDULE 'D'  
(THE COMMON AREAS AND FACILITIES)

1. Land underneath the building and statutory open spaces within the said premises.
2. Passages for ingress and egress, boundary walls and main gate of the said premises.
3. Super structure of the building, stair case, stairs, landings, railings and roof of the building;

4. Underground and overhead water reservoirs, all plumbing fittings and installations, septic tank, drainage and sewerage system at the said premises.

5. Main water and electricity supply line, motor pump, pump room, space for fixing electric meters.

6. A.C community hall.

7. Drive way, walk way and landscaped green area.

8. Central drainage sewerage pipe line and central water supply pipe line.

9. All others area facilities and amenities for common uses.

SCHEDULE 'E'  
(COMMON EXPENSES)

MAINTENANCE

The expenses for maintenance of the common areas and facilities shall be paid by the Allottee in proportion to his holding in the said building.

1. COMMON UTILITIES: All charges costs and deposits for supply operation and maintenance.

2. ELECTRICITY: All charges for the electricity consumed for the operation of the common lighting machinery and equipment of the said building the said complex and the road network etc.

3. ASSOCIATION: Establishment and all other capital and operational expenses of the

Association of Allottee.

4. LITIGATION: All litigation expenses incurred for the common purpose and relation to common use and enjoyment of the common areas.

5. MAINTENANCE: All costs for maintenance operating replacing, repairing, white-washing painting decorating re-decorating, re-building, re-constructing, lighting and renovating the common areas (including the exterior but not inside any apartment walls of the said project and the road network etc.

6. OPERATIONAL: All expenses for running and operating all machinery, equipment and installations comprised in the common areas, including elevators, pump and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common areas and the road network.

7. RATES AND TAXES: Municipal Tax, surcharges, water tax and other levies in respect of the said building and the said complex save those separately assessed on the Allottee.

8. STAFF: The salaries of and all other expenses on the staff to be employed for the common purpose, viz manager, caretaker, clerk, security personal, liftmen. Sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

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)

Attorney of :

- For self and as the constituted

1. KAMALA RANI SAHA and
2. SUBARNA SAHA

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

(2)

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

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

Drafted and Prepared by:

Advocate  
Alipore Judges' Court,  
Kolkata – 700027.

R E C E I P T

RECEIVED from the within named Purchaser an amount of Rs.  
...../- (Rupees ..... Lakh) only (excluding taxes), as per the  
MEMO below:-

M E M O

<u>Cheque No.</u>	<u>Date</u>	<u>Bank and Branch</u>
<u>Amount</u>		

TOTAL : ... Rs. 00,00,000/-

(Rupees .....) only.

W I T N E S S E S:-

(1)

PACIFIC CONSTRUCTION  
  
 Proprietor

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

(2)