

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on thisday of.....

.....Two Thousand and Twenty (2020) A.D. BY AND BETWEEN:-

PACIFIC CONSTRUCTION

Proprietor

1. SMT. KRISHNA DAS PAN: BGYPD3656G, Daughter of Late Krishno Chandra Saha and wife of Late Nitya Gopal Das **2. SMT. NANDITA MAJUMDAR** nee **SMT. NANDITA DAS PAN: BRRPM8770L**, wife of Sri Suvankar Majumdar and Daughter of Late Nitya Gopal Das, both by faith-Hindu, Nationality-Indian, both by Occupation-House-wife, **Permanent Address:** of both **L.O.P.No.799, Garia- Laskarpur G.S.Scheme, Kalitala, P.O. Laskarpur, Kolkata-700153, District:South-24Parganas** jointly here-in-after called or referred to as the **LAND OWNERS/PRINCIPALS**(Which expression unless excluded by repugnant to the subject or context, be deemed to mean and include each of their respective heirs, executors survivors, administrator, legal representatives and/or assigns) duly **Represented by their Attorney, M/S. PACIFIC CONSTRUCTION, a Sole-Proprietorship Firm, having its office Address: 395, Boral Main Road, Rankal, Garia, Kolkata-700084, duly managed by its Proprietor, named SRI BIJOY GHOSH PAN: ADYPG4183B**, son of Late Lalmohan Ghosh, by faith-Hindu, Nationality-Indian, Occupation-Business ,**residing at: C/9, Rajnarayan-Park, P.O.& Village-Boral, P.S. formerly Sonarpur, now Narendrapur District: South-24 Parganas, Kolkata-700154, by virtue of Development Power of Attorney, registered at the Office of A.D.S.R. Garia, duly recorded in Book No.1, Volume No.1629-2018, Pages from 92301 to 92323, Being No.162902898 for the Year-2018, here-in-after called or referred to as VENDOR, OR the Party of the FIRST PART**

AND

1. MRS.....PAN....., Daughter of....., Wife of Mr....., by occupation-House Wife, **2.PAN.....Wife** of Mr....., by occupation-Student, both are by faith-Hindu, by Nationality-Indian and both are **residing at:here-in-after referred to as** the **PURCHASERS**(which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and to include their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

M/S PACIFIC CONSTRUCTION, a sole proprietorship Firm, having its office at **395-Boral Main Road, Rangkal, P.S.Sonarpur, Kolkata-700084**, being **Represented by its Sole Proprietor SRI BIJOY GHOSH PAN: ADYPG4183B**, Son of Late Lalmohan Ghosh, by Faith-Hindu, By

Occupation-Business residing at **C/9 Rajnarayan Park, P.O.+ Village Boral, P.S. Sonarpur, District: South-24Parganas, here-in-after called or referred as the DEVELOPER/BUILDER/CONFIRMING PARTY**(which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and to include its legal heirs, successors in interest, legal representatives, executors, administrators, of the office and/ or assigns) of the party of the **THIRD PART**.

WHEREAS One NityaGopal Das, now deceased son of Late Purna Chandra Das lawfully seized and possessed of or otherwise sufficiently entitled to every right, title, interest and possession of all that areas of land 4(Four)Cottah more or less under L.O.P No.799, Plot/Dag No.239 at Mouja-Laskarpur, J.L.No.57, P.S. Sonarpur, District-South-24Parganas under Garia-Laskarpur G.S.Scheme, Kolkata-700153, by virtue of a **Deed of Gift** executed on **13th day of April-1993**, by **Governor of the state of West Bengal** as **DONOR** through the Department of Refugee, Relief and Rehabilitation under Govt. of West Bengal duly accepted gladly by the **DONEE** named Nitya Gopal Das now deceased and said **Deed Of Gift** was registered at the office of the Addl. District Registrar, Alipore, South-24 Parganas duly recorded in **Book No.I , Volume No.8 pages 225 to 228, being No. 582 for the year-1993.**

AND WHEREAS a brief recital hereunder given how the said plot of land with structure thereon has been devolved to the Present Owners and developed in the form of a new **G+IV-Storied Building thereon** as per Joint -Venture Agreement and thereafter made **Development Power of Attorney** and settlement of allocation thereon, mentioned above.

i) That after Partition of India, a large number of residents of the former East-Pakistan, now Bangladesh Crossed over the over the said land and came to the territory of the state of the West Bengal due to force of circumstances beyond their control and the Govt. or Governor of West Bengal offered all reasonable facilities to such person who are called the “Refugees” for the residence in the state of West Bengal due to their rehabilitation under the provision of L.O.P.Act.1948/L.A-Act-1 of 1894, including plot now in occupation of the **DONEE** name mentioned above and achieved same with every right, title and possession thereof, by virtue of aforesaid **DEED OF GIFT**.

ii) That, after lawfully seized and possessed of the said plot of land mentioned hereunder **SCHEDULE-A**, said Nitya Gopal Das, while alive built a small asbestos shed residential house on the above plot of land and mutated his name in respect of said Land with Building which has been identified as **HOLDINGNO.215, Kalitala Road, P.S. then Sonarpur, now Narendrapur, District:South-24 Parganas,Kolkata-700153** within the limit of **Rajpur-**

Sonarpur Municipality, Ward No. formerly-28, now 30.

iii) **That**, while said **Nitya Gopal Das**(now deceased) had been enjoying and/or possessing the said land and Building with his family members i.e. wife and daughter, by paying municipal rates and taxes time to time, unfortunately **died intestate on 30.04.1995**, leaving behind him only two heirs namely SMT. KRISHNA DAS as his legitimate wife and SMT. NANDITA MAJUMDER nee Das as his legitimate daughter who lawfully seized and possessed of or otherwise sufficiently entitled to every right, title and peaceful possession of ALL THAT entire areas of land measuring more or less 04(Four) Cottah TOGETHER-WITH a small asbestos shed house thereon both, lying and situated at Mouja – Laskarpur, J.L. No.57, L.O.P/Khatian No.799, Plot/Dag No.239, P.S. Sonarpur, District-South-24Parganas within the limits of the **Rajpur-Sonarur Municipality, Holding No.215, Kalitala-Road, Ward No.30**, as per law of inheritance or Hindu Succession Act-1956, free from all encumbrances. Thus entire aforesaid property lawfully devolved to the present Owners/Principal herein.

AND WHERE AS the Owners/Principals have decided to construct a new multistoried building on the aforesaid plot of land more fully described hereunder **SCHEDULE-A**, but due to paucity of fund and lack of Technical knowledge, they approached the **PROPRIETOR** of the **DEVELOPER-FIRM PACIFIC CONSTRUCTION** for the development of below **SCHEDULE-A** land in the form of new Building, demolishing old dilapidated Asbestos Shed house thereon, fully at the cost, initiative and supervision of the Developer which the Developer agreed as per terms and conditions.

AND WHERE AS Owing to materialize the said Development of land in the form of a new multistoried Building the land Owners and the Developer firm jointly executed a Joint Venture Agreement for Development dated 8th day of July'2011 under some terms, conditions definition and allocation of the land Owners that settled was 45%(Forty-Five Percent) of total sanctioned areas but land Owners have to take 50% share of the Top-Floor and also get one Shop room out of said 45% of total Built up areas as per **Sanctioned Building Plan**. However, the final settlement of Land Owners Allocations have been admitted jointly by the LAND-OWNERS and DEVELOPER here-in-after in the Supplementary Agreement and also in the finally registered **Development Power of Attorney**, admitted and signed by both parties i.e. the Land Owners and the Developer.

AND WHERE AS in terms of the said Agreement, the land Owners, herein the **FIRST PART** executed one **GENERAL POWER OF ATTORNEY dated 16/11/2011** which was registered at the office of **A.D.S.R Sonarpur South-24Parganas and recoded in Book No. IV, C.D Volume No.4, pages from 3209 to 3222, being No.02330 for the year 2011** and also executed an unregistered General Power of Attorney dated 08.07.2011 which was

notarized on 17.11.2011, for the right of construction of a new building on the aforesaid plot of land and both the aforesaid Power of Attorney was executed for giving exclusive right Power, authority to sell developer allocated portions including the portion those are deemed as Developers' Allocation in regards to full and final settlement of each parties allocation i.e. land Owners and Developer allocation in the new building constructed as per **Building Plan** hereunder written.

AND WHEREAS in terms and conditions of the Development Agreement, the Developer has obtained sanctioned Building Plan, approved by Rajpur-Sonarpur Municipality being **Building-Plan No. 635/CB/30/61** dated: **11.08.2015** and caused to start new **G+IV Storied Building** thereon, demolishing old dilapidated house as per said **BUILDING PLAN** and now the Developer, **THIRD-PART** herein has completed said Building up to habitable condition.

AND WHEREAS thereafter, the DEVELOPER and LAND OWNERS due to avoid any disputes, differences and intricacy in future and to full and final-settlement amongst LAND-OWNERS & DEVELOPER'S FIRM, **PACIFIC CONSTRUCTION**, jointly executed a **Development Power of Attorney** also containing details, (may be treated as Development Agreement-cum-Development Power of Attorney).

AND WHEREAS Details of the Allocation of the allocation of the DEVELOPER and LAND OWNERS clearly mentioned in the **SCHEDULE-B& SCHEDULE-C**, respectably and said Developer due to avoid any future disputes, intricacy and differences between Land Owners and the Developer they jointly executed a **DEVELOPMENT POWER OF ATTORNEY** to finalize gladly both the Land owners' and the Developer's allocation and said **POWER OF ATTORNEY** was registered at the office of **A.D.S.R. Garia** and duly recorded in **Book No.1, Volume No.1629-2018, pages from 92301 to 92323, being No.162902898 for the year-2018** and in the aforesaid **Development-Power of Attorney Land-Owners' & Developer's allocations** have been clearly and finally settled or earmarked **in the manner:-**

The **Land Owners/Principals** named **SMT. KRISHNA DAS** and **SMT. NANDITA MAJUMDAR NEE DAS**, detail mentioned at the beginning shall jointly get the following allocated portions in the **G+IV Storied Building** named **PACIFIC NATURE** under Holding No. 215 Kalitala under Rajpur Sonarpur Municipality ward No.30 :-

<u>Floor</u>	<u>Side</u>	<u>Flat/Car-Parking</u>	<u>Areas measuring in Built up</u>
First Floor: South-west-North		Residential Flat	_____ Sq. Ft.
First Floor: South-East-North		Residential Flat	_____ Sq. Ft.
Fourth Floor: South-East-North		Residential Flat	_____ Sq. Ft.
Ground Floor: SHOP No.,	North-East side		_____ Sq.ft.

Ground Floor: One Car- Parking No. __, measuring __ Sq.Ft. more or less.

(If any other constructed areas to give or adjust be reflected in the Supplementary Agreement.)

Save and except aforesaid Land Owners allocation, all others allocated portion like others Flats , Car-Parking and Shop or Shops shall be treated or deemed as Developer's allocation fully and finally as per Development Agreement.

AND WHERE AS the Developer, in terms of the Joint Venture Agreement dated:08.07.2011(Page-11,No.2.2)has invited intending Purchaser Or Purchasers for the sale of different Flat or Flats, Car-Parking Spaces, Shop etc. out of the Developers Allocation and also the Flats/Car-Parking, Shops are considered to sell through Developers' Allocation as per true intention of the Land Owners/Principals as per condition reflected in the Joint Venture Agreement Page-7(sec-b last Para) to Page-8(1st Para) due to urgent need of money for reasonable Purposes.

AND WHERE AS the Purchasers herein have come to the Developer with an approach to purchase one **Residential-Flat** and with confirmation of said Purchase, they requested the Developer to show the title deed and respective all legal documents on the strength of which the present land Owners/Principals became the lawful Owners and the deeds of Document by which Developer lawfully and rightfully entitled to develop the aforesaid land in the form of new **G+IV Storied-Building** and having power to sell Developer's allocated portion.

AND WHERE AS the Purchasers have fully satisfied in respect of right, title, interest of the land of the present land Owners and also right, power of authority of Developer to develop the below **SCHEDULE-A**land in the form of new **Multistoried Building** and also to sell Developers' allocated portion including those allocated portions of the land owners which shall be sold through Developer at the request and as per supplementary agreement between the Land Owners and the Developer.

AND WHERE AS After being satisfied in all respects, the Purchasers have offered to the Developer to purchase one residential Flat being **Flat No.....** on the**FLOOR** at theside measuring total areas of **FLAT**(.....)**Sq. Ft. Super Built up areas** or a little more or less, out the **Developer's Allocation** and the Developer has accepted the offer of Purchasers with full consent of Land Owners as per **Development Power of Attorney** and agreed to sell the aforesaid **Residential Flat** at or for the Consideration of **Rs.....** /- (Rupees.....)**Only** as per **Deed of Conveyance** and the Purchasers have accepted the said consideration with true intention to purchase the said Flat.

AND WHERE AS before execution of **Deed of Conveyance**, the **PURCHASERS** have seen the **Flat No.....** on the**-FLOOR** at the

.....side measuring total areas of flat
(.....)Sq.Ft. **Super Built up areas** and found that the said **RESIDENTIAL FLAT** is well built and fully **habitable condition** and also satisfied that the Specification **is** as per terms and conditions as written in **Agreement for Sale** 9th-July-2019 and the **PURCHASERS** herein before execution or registration of this **Deed of Conveyance** have paid full consideration money of the said **RESIDENTIAL-FLAT** as per Memo of consideration hereunder mentioned and with the request of Purchasers all the Parties herein have been pleased to execute this **DEED OF CONVEYANCE** fully and finally as lawfully and reasonably required.

NOW THIS INDENTURE OF CONVEYANCE WITNESSETH THAT: in pursuance of the said Agreement and/or settlement and in consideration of the said sum of **Rs..... /-(Rupees.....) Only**, fully paid by the **PURCHASERS** unto or in favour of the **DEVELOPER** herein, with consent of the **Land owners**(the receipt whereof the Developer doth hereby admitted and receive with acknowledgement) as per memo of consideration hereunder written and of and from the same and every part of said **FLAT TOGETHER-WITH** undivided proportionate share or interest of the land hereunder described in the **SCHEDULE-A AND Said RESIDENTIAL FLAT** hereunder described in the **SCHEDULE-B** and **after receiving full consideration** by the **DEVELOPER** as the aforesaid Flat has been sold out of the **Developer's Allocation**, the **LAND OWNERS** represented by their Attorney as **VENDORS** herein, the Party of the **FIRST PART** doth hereby release, discharge and exonerate and forever discharge unto or in favour of the **PURCHASERS** absolutely and forever the said **FLAT** herein and also after relinquishment of his right, title and possession absolutely into and over the **SAID FLAT** hereunder mentioned and the **VENDORSAND DEVELOPER** jointly and indefeasibly grant, convey, sell, transfer with Possession, assign and assure unto the **PURCHASERS** herein **ALL THAT** Residential **FLAT No..... on the.....-FLOOR** at theside measuring(.....)Sq. Ft. **Super Built up areas more or less** consisting of **2(Two) Bed Rooms, 1(One) Kitchen, 1(One)Living-cum-Dinning, 1(One)Toilet, 1(One)W.C. and 1(One) Balcony** at or for a total **Consideration value of Rs...../- (Rupees)** Only and the **SAID-FLAT**, comprised of the **G+IV storied Building** known as **PACIFIC NATURE** situates on the land described hereunder **SCHEDULE-A**, being areas of land **4(Four)Cottah** more or less lying and situated at **Mouja- Laskarpur J.L. No.57, L.O.P/KhatianNo.799, Plot/Dag No.239, P.S. Sonarpur**, now Narendrapur, District-South-24Parganas within the limit of Rajpur-Sonarur Municipality, **Holding No.215, Kalitala-Road, Ward No.30** and **SAID-FLAT** herein sold **TOGETHER-WITH** Proportionate share of land mentioned above,free from all encumbrances here-in-after called the **SOLD PROPERTY**, here-in-after for sake of brevity collectively referred to as **SAID FLAT**

hereunder written in **SCHEDULE-B OR Howsoever Otherwise**, the **SAID LAND** here-in-before, butted, bounded, called, known, numbered, identified, described, distinguished and otherwise what-so-ever **TOGETHER-WITH** undivided proportionate share or interest of the land described hereunder the **SCHEDULE-A**, all homestead ways, Paths, water course, lights, passages, advantages of the ancient, present and in future or other rights, easements, commodities, appendages, appurtenances and others whatsoever in common in respect of below **SCHEDULE-A** property and every right, title, interest and Possession into and over the said **SCHEDULE-B Residential Flat A N D** the proportional rent issues, taxes and the profit of the **VENDOR** which have or had in respect of said **FLAT** herein sold **TOGETHER-WITH** Proportionate undivided share and interest of land described hereunder the **SCHEDULE-AAND** all deeds, pattahs, muniments writings and evidence of right, title, authority, possession and others whatsoever anywise relates to **SCHEDULE-A** property and **SCHEDULE-BFLAT** hereunder described or any part or parcel thereof which is now or here-in-after or shall or may be under the custody of the **VENDOR** or anyone under the trust of them or him as aforesaid and all powers, good right, possession, title, claim, demand whatsoever the Vendor or anyone under the trust of the Vendor including their predecessors have or had till before the execution of this **DEED OF CONVEYANCE** or shall may have after the execution of this **DEED OF CONVEYANCE** in respect of **SAID FLAT** hereby absolutely sold, exonerated, assured, assigned and transferred with Possession described hereunder **SCHEDULE-B** and **SAID FLAT** measuring(.....)**Sq. Ft. Super Built up area, Flat No.on theFLOOR, at the-side**, comprised of the **G+IV-STORIED BUILDING** popularly known **PACIFIC NATURE** more fully described in **SCHEDULE-B** hereby absolutely sold, conveyed and transferred with possession with every right, title and interest thereof unto or in favour of the **PURCHASERSTOGETHER-WITH** undivided proportionate share or interest of the land **TO HAVE AND TO HOLD** the **SCHEDULE-B**Property OR **SAID FLAT** hereunder written to the best use and enjoyment of the **PURCHASERS** with all rights, title, Possession and all usufructs thereof, absolutely and forever.

THE VENDOR HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS:

1) **That**, notwithstanding any act, deed, matter or things by the **VENDOR** done or knowingly suffered to the contrary the Vendor is now lawfully, rightfully, absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT Flat No.on theFloor, at theside measuringSq. Ft. Super Built up area** more or less at or for a total **Consideration value of Rs..... /-(Rupees.....)Only**, comprised of the **G+IV Storied Building** known as **PACIFIC NATURE** more fully described in the **SCHEDULE-B Together-with** undivided proportionate share of land lying and

situates at areas of land 4(Four)Cottah more or less at **Mouja-Laskarpur J.L. No.57, L.O.P/Khatian No.799, Plot/Dag No.239, P.S. Sonarpur, now Narendrapur,District-South-24Parganas** within limit of **Rajpur-Sonarur Municipality, Holding No.215, Kalitala-Road, Ward No.30,TOGETHER-WITH**common rights of boundary wall, common lights, common passages, Meter-Room/Electric Room, Pump Room and others common areas mentioned hereunder the **SCHEDULE-C** and all common expenses hereunder mentioned in the **SCHEDULE-D** and the **Said Vitrified Tiles Floor Residential Flat** and every part thereof as is hereby sold with Possession absolutely and forever unto or in favour of the **PURCHASERS**.

2)The possession given unto or in favour of **the Purchasers**, as physically seen by the**Purchasers** herein and after this Deed of Conveyance admitted by the Registration Authority, the Purchasers including their heirs or any under the trust of him shall get perfect and indefeasible estate right, title and possession into and over the **said Flat** without any manner or condition or trust or any other things whatsoever not contemplated by these presents so as to defect encumber act, deed, matter or thing as aforesaid and **the VENDOR** has now good right, full power and absolute authority to sell, grant, transfer and convey the said **Residential -Flat** and its remainder or remainders **Together-with** undivided proportionate share of land described hereunder **Schedule-A** with true intent and purposes .

3) That, the **PURCHASERS** and their heirs, successors, legal representatives shall and will at all times here-in-after peaceably and quietly hold, possess and forever enjoy hereditably the **SAID FLAT** with out any disputes and interference by others which herein sold absolutely with Possession hereunder mentioned in the **SCHEDULE-B**in **free and clear, freely and clearly TOGETHER-WITH** undivided proportionate share of land and the properties appurtenant thereto and to receive all rents issues and profits thereof **having every rights to transfer the same by or through any kinds of deeds like deed of sale, lease, gift, bequeath by WILL, mortgage and others whatsoever followed by Transfer of Property Act** in respect of **SAID FLAT** without any interruption, claim and demand whatsoever from or by the Owner and/or Vendor, Developers' Firm or anyone under the trust of them, having the right of claiming estate-right, title and interest whatsoever lawfully, equitably from and under any law of Property Claim.

4. That, the **Vendors or Developer** including their representatives and all persons having or lawfully equitably claiming any estate right, title and interest whatsoever in the **said Residential Flat** hereunder mentioned in **Schedule-B** or any part thereof or from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and at the cost of purchaser do execute or caused to be done and executed all such acts, deeds and things whatsoever for further better

and more perfectly assuring the **said residential Flat** hereunder mentioned in **SCHEDULE-B** property and every part thereof and the properties appurtenant thereto unto and to the use of the **Purchaser** in the manner aforesaid as shall or may reasonably be required.

4. That, the **Vendor** shall from time to time and at all times hereafter upon every reasonable request, at the cost of the Purchaser produce or caused to be produced to the Purchaser or to their Advocate, agents or Representatives at any time hearing commission, examination or otherwise as shall require, the deeds and documents mentioned and described herein as for the purpose for showing the Purchasers' right, title and possession into and over the Said Ownership **Residential Flat** proportionate undivided share or interest in the said land and the user of common areas and privileges and facilities provided thereon **TOGETHER-WITH** restrictions and the stipulations and also the like request to deliver or caused to be delivered to the purchaser such attested or other copies or extracts from the said documents or title as may be required in the meantime unless, prevented from fire or other avoidable accident or acts of God relating to the **SAID LAND** and all others papers, documents relating to the said **Ownership Flat** all documents/Papers in respect the entire **Schedule-A** land shall be delivered or handed over to the **PURCHASERS** and/or all legitimate occupiers.

5. That, after the execution of the Deed if it appears that there are some clerical errors in this Deed of Conveyance and/or any unintentional omission in dealing with the different aspects which will lead to some contrary to the intentions or objects of this presents and if the Purchasers so desire, to be prepared and executed a Deed of clarification/declaration/rectification and registered in favour of the Purchasers as per their request at the cost of Purchasers for more perfectly assuring the rights, title, interest and Possession of the **Purchasers** on the said **OWNERSHIPRESIDENTIAL FLAT** herein sold **TOGETHER-WITH** undivided share of land for better and peaceful enjoyment of the **SOLD-PROPERTY** described hereunder **SCHEDULE-B** with all rights, title and possession of the Purchasers with physical possession herein given to use and enjoy the same hereditably.

6. That, The Vendor has **declared** that aforesaid land and building including the **SAID FLAT** neither affected nor acquired by any organization of Govt. or Non Govt. Label and never affected by the local Municipal Authority and no case is running or pending in respect of the below **SCHEDULE-A** land or Holding and the same is free from all encumbrances.

ENJOYMENT OF THE AMENITIES VIS A VIS OBLIGATION OF EACH PURCHASER

:There is another aspect which should be emphasized for a better and peaceful living by the different Flat Owners and occupiers for the common uses and enjoyment of amenities and facilities have been made known :-

1. That, not to throw rubbish on the common path or store any garbage combustible and inflammable goods/ articles in the common place and also common areas.
 2. That, not to store any inflammable, combustible goods or articles inside the self-contained ownership residential flat herein purchased without proper license or permission as per law and not to store any articles /goods prohibited as per law.
 3. That, not to carry on any illegal or immoral activities in the said self contained complete ownership residential Flat.
 4. To keep the said self contained complete ownership residential Flat /unit in good tenable repair or conditions.
 5. Not to perform any act which is nuisance, discomfort, inconveniences, health hazards or create pollution to the other Flat owners/ occupiers.
 6. Not to claim any portion or sub-division of said land/ building.
 7. To bear all the common expenses for the maintenance of the said building like other Flat owners /occupiers and also the lawful expenses as and when necessary to keep the right and title of the land more beneficial for the flat owners /occupiers.
 8. To bear any expenses for extra-works and any installation.
- For common purposes and common utilities.

Further The Vendor doth hereby declare and covenant with the Purchasers that: That, the said property is free from all sorts of acquisition and requisition and the Vendor never at any time here-to-fore done or executed or knowingly suffered or been a party or privy of any deed, matter or thing whereby or by means whereof the said property described hereunder **Schedule-B Together-with** undivided share of land and any part thereof may be in anywise excluded or prejudicially affected in title or otherwise whatsoever.

THE VENDOR FURTHER DECLARES THAT: the Purchaser herein after may at all times hereafter peaceably and quietly possess, use and enjoy said property, every part of **SAID-OWNERSHIPRESIDENTIAL-FLAT** tenements, proportional undivided share or interest of the land described hereunder **SCHEDULE-B** herein sold in vacant possession with the facility for water, electric connection, wiring and drainage system whatsoever exist including easement right of common passage and also receive the rents issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever by the Owner/Vendor or any person lawfully and equitably claiming from under or in trust of any of their predecessors in title and doth hereby indemnify, keep the Purchasers harmless against all manner of claims, liens, debts, and encumbrances whatsoever created by the Vendor or anyone under the trust of them. **The total Consideration of this Flat is Rs..... /-**
(Rupees.....)Only.

MUTATION, TAXES AND IMPOSITIONS

The purchasers will apply on their own initiatives for mutation in respect of the **said Residential Flat** mentioned in **SCHEDULE-B** in Rajpur-Sonarpur Municipality and got their names mutated on production of this registered Deed of Conveyance and other documents as required.

: SCHEDULE-A ABOVE REFERRED TO :
(The Description of entire property Land with Building)

ALL THAT piece and parcel of land by nature “Bastu” OR **Homestead land** measuring more or less **04(Five) Cottahs TOGETHER-WITH G+IV Storied Building therein**, lying and situate at **Mouza- Laskarpur, J.L. No.57**, comprised in **C.S/R.S. Plot No. 239**, now **L.R Plot No.300** appertaining to **L.O.P./Khatian No. 799, Holding No. 215, Kalitala** within the Jurisdiction of **Rajpur-Sonarpur Municipality, Ward No.30**, P.S. formerly Sonarpur, now Narendrapur, District-South-24Parganas, Kolkata-700153 and the said land is butted and bounded by:-

ON THE NORTH :-TANK
ON THE SOUTH :-L.O.P-1281/1
ON THE EAST :-25 Ft. Wide Road.
ON THE WEST :-10 Ft. Wide Road.

SCHEDULE ‘B’ ABOVE REFERRED
DESCRIPTION OF THE FLAT HEREIN ABSOLUTELY SOLD.

ALL THAT one self-contained Vitrified Tiles Floor **RESIDENTIAL FLAT No-** , on the**-FLOOR**, Situated at**SIDE**, having a measurement(.....) **Sq.Ft.** covered car parking Sq. ft. ____ on the Ground Floor, super built-up area more or less in the Building named as “**PACIFIC NATURE**” of **G+IV storied Building** comprising in **2 (Two) Bed rooms, 1(One) kitchen , 1(One) living cum dining space, 1(One) toilets, 1(One)W.C , 1(One) balcony TOGETHER WITH** undivided proportionate share in the land and right to use the common areas and facilities at the said holding more fully described in **SCHEDULE 'A'** above and common facilities described hereunder **Schedule-C.**

SCHEDULE “C” ABOVE REFERRED TO ;
(COMMON AREAS)

1. Stair case on the entire floor and the roof.
2. Common passage and lobby on the ground floor.
3. Water pump, water tank, Water pipes are other common plumbing installations.
4. Drainage and Sewers.
5. Boundary walls and main gates and other gates .

6. Such other common part/areas. Equipments installation fixtures for passage to usual user and occupancy of the unit common and as are specified expressly to be including all connection.
7. The roof should be treated as common areas to all the purchaser / occupy of the flats in the said premises.
8. All installation in the said Flat like Electric light , Telephone and others whatsoever without disturbing others owners.

SCHEDULE-D OF ABOVE REFERRED TO:
(COMMON EXPENSES)

1. All costs of maintenances, operations replacing. White washing painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts and also the outer walls of the building.
2. The salaries of all persons employed for same purposes.
3. All charges and damage for occupiers for common utilities.
4. Municipal taxes and other outgoing save those separately assessed on the respective units.
5. Cost and charges of establishments for maintenances of the land building and watch and ward staff.
6. All litigation expenses incurred for maintaining the office for common purposes.
7. The office expenses and outgoing as are deemed by the owner to be necessary or incidental for the regulating interest right of the purchaser.
8. Cost of replacement of equipment or facilities such as Generator, Transformer.
9. All other expenses and outgoings as are deemed by the owners to be necessary or incidental for the regulating interest right of the purchaser.

IN WITNESS WHEREOF all the parties herein put and subscribe their respective hands and seal on the date, month and year first above written.

SIGNED, SEALED AND DELIVERED:

In the presence of witness at Kolkata

WITNESSES:

1)

**SIGNATURE OF THE VENDORS
AS CONSTITUTED ATTORNEY FOR
1. SMT. KRISHNA DAS &
2. SMT. NANDITA MAJUMDAR**

2)

**SIGNATURE OF THE PURCHASERS
THE PARTY OF THE SECOND PART**

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY.
For, PACIFIC CONSTRUCTION**

Drafted by:

**Sajal Kumar Bhattacharyya.
ADVOCATE, EN.No.W.B.-1770/2001
Alipore, Police Court, Kolkata-700027.**

Computer typed by:

**Subhasish Banerjee.
Boral, Kolkata-700154.**

MEMO OF CONSIDERATION

Received with thanks from within named **PURCHASERS** **1. MRS.....**,
Daughter of....., Wife of....., **2.**Daughter of
.....the total Consideration Value of the said **Sold Flat** mentioned in
Schedule-B of **Rs./-** (Rupees.....)Only, sold out of the
Developer's Allocation. The said payments are made against this **Deed of**
Conveyance as follows:-

<u>Date</u>	<u>Cheque No.</u>	<u>Bank with Branch</u>	<u>Amount Rs.</u>
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Total :Rs./-

Received with thanks **Rs..... /-(Rupees.....)Only.**

WITNESSES:-

1)

PACIFIC CONSTRUCTION

Proprietor

2)

**SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY.
For, PACIFIC CONSTRUCTION**