

DEED OF SALE

VALUED AT Rs. _____/-

THIS DEED OF SALE made on this the _____ day of _____
2024 (Two Thousand Twenty-Four).

B E T W E E N

1) SRI SALIL GHOSH. (PAN- ATYPG6210F), S/o Late Basudeb Ghosh,
by faith – Hindu, by occupation – Business , by Nationality – Indian,
Residing at Duplexpatti Main Road P.O. Chandernagar, District
Hooghly (W.B), Pin code – 712136.

2) ASHOK GHOSH. (PAN-BBKPG6227R), S/o Late Basudeb Ghosh by
faith – Hindu, by occupation – Business, by Nationality – Indian,
Residing at Duplexpatti Main Road P.O. Chandernagar, District
Hooghly (W.B), Pin code – 712136.

3) SRI SAMIT SUR. (PAN -AKAPS7963A) Adhaar No- 6625 7093 5353
S/o. Late Kamalendu Sur, by faith - Hindu, by Occupation –
Business, by Nationality – Indian resident at Barasat Dasabhujatala,
Chandernagaore, P.O. & P.S. Chandernagore, District Hooghly, Pin –
712136.

4) SRI MANIK CHANDRA GHOSH (PAN -AIFPG3615A) Adhaar No.
8001 6297 5603 S/o. Sambhu Ghosh, by faith - Hindu, by
Occupation – Business, by Nationality – Indian resident at Flat No.
B-18, Lake Garden residency Lichutala, Mondal Bagan, P.O. & P.S.
Chandernagore, District Hooghly, Pin- 712136.

5) SRI DEBASISH CHATTERJEE (PAN -AEEPC5700P) Adhaar No. 4847 4940 5313 S/o. Late Rabindranath Chatterjee, by faith - Hindu, by Occupation – Business, by Nationality – Indian resident at 62/4 Rahuta Road, Bara Bagan, P.O. Shyamnagar, P.S. Jagaddal, District 24 Parganas (N), Pin – 743127.

hereinafter called the hereinafter referred to as the **OWNERS** (which term and/or expression unless excluded by or repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives, successors- in-office and assigns) of the **FIRST PART**.

AND

“S.S. DEVELOPERS” a proprietorship Firm having its registered office at Barasat Dashabhujatala, P.O. & P.S. Chandernagore, District Hooghly, Pin 712136 represented by its sole proprietor – **SRI SAMIT SUR** (PAN -AKAPS7963A) Adhaar No- 6625 7093 5353 S/o. Late Kamalendu Sur, by faith - Hindu, by Occupation – Business, by Nationality – Indian resident at Barasat Dasabhujatala, Chandernagore, P.O. & P.S. Chandernagore, District Hooghly, Pin – 712136, hereinafter referred to as the **“DEVELOPER NO.1”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors in office and assigns) of the **SECOND PART**

AND

M/S. D B M REALTORS Company having its Registered Office at Barasat Dasabhujatala, Chandernagore, P.O & P.S. Chandernagore, District Hooghly, having PAN NO (AAOFD88886B) , a partnership firm duly represented by its Partners namely **1) SRI SAMIT SUR**, (PAN - AKAPS7963A) Adhaar No- 6625 7093 5353 S/o. Late Kamalendu Sur, by faith - Hindu, by Occupation – Business, by Nationality – Indian resident at Barasat Dasabhujatala, Chandernagore, P.O. & P.S. Chandernagore, District Hooghly, Pin – 712136 **2) SRI MANIK CHANDRA GHOSH** (PAN -AIFPG3615A) Adhaar No. 8001 6297 5603 S/o. Sambhu Ghosh, by faith - Hindu, by Occupation – Business, by Nationality – Indian resident at Flat No. B-18, Lake Garden residency Lichutala, Mondal Bagan, P.O. & P.S. Chandernagore, District Hooghly, Pin- 712136 **3) SRI DEBASISH CHATTERJEE** (PAN -AEEPC5700P) Adhaar No. 4847 4940 5313 S/o. Late Rabindranath Chatterjee, by faith - Hindu, by Occupation – Business, by Nationality – Indian resident at 62/4 Rahuta Road, Bara Bagan, P.O. Shyamnagar, P.S. Jagaddal, District 24 Parganas (N), Pin – 743127.

hereinafter referred to as the **DEVELOPERS** (which term and/or expression unless excluded by or repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives, successors-in-office and assigns) of the **THIRD PART.**

WHEREAS the property described in the First schedule hereunder

originally belonged to Hiralal Pal, Son of Prasanna Kumar Pal Duplexpatti, P.O. & P.S. Chandernagore, Dist. Hooghly, who purchased the same from the previous owners Sk. Golam Hasiulla and others by a Notarial Deed being No. 267 dated 30.06.1950 and got possession thereof.

AND WHEREAS in the R.S. Record of Rights the name of Hiralal Pal was duly recorded as owner of the property as described in the First Schedule.

AND WHEREAS the said Hiralal Pal while in possession of the said First schedule property by paying rent and taxes to the appropriate authorities, he i.e. the said Hiralal Pal transferred the said properties to his seven sons Sri Hare Krishna Pal, Sri Pran Krishna Pal, Sri Pulin Krishna Pal, Sri Anil Krishna Pal, Sri Binoy Krishna Pal, Sri Nirmal Krishna Pal and Sri Bata Krishna Pal by a Deed of Gift dated 28.03.1969 and gave possession to them.

AND WHEREAS the said Deed of Gift was registered in Book No. 1, Vol. No. 14, Pages 9 to 13, Being No. 736 for the year 1969 of the office of the district Sub Registrar, Hooghly.

AND WHEREAS thereafter Basudeb Ghosh purchased fourteen annas share in the said properties from the said Hare Krishna Pal, Pran Krishna Pal, Pulin Krishna Pal, Anil Krishna Pal, Binoy Krishna Pal AND Nirmal Krishna Pal i.e. six brothers out of seven brothers by

a Sale Deed dated 25.09.1973 and got possession thereof.

AND WHEREAS the sale deed was registered in Book No. I, Vol. No. 3, pages 143 to 148, Being No. 115 for the year 1974 of the Office of the district Sub Registrar, Hooghly and in the aforesaid manner Basudeb Ghosh become the absolute owner of the entire sixteen annas share in the First Schedule Property.

AND WHEREAS the said Deed of Gift was registered in Book No. I Vol No. 14, pages 9 to 13, Being No.736 for the year 1969 of the Office of the District Sub-Registrar, Hooghly.

AND WHEREAS thereafter Basudeb Ghosh purchased fourteen annas share in the said properties from the said Hare Krishna Pal, Pran Krishna Pal, Pulin Krishna Pal, Anil Krishna Pal, Binoy

Krishna Pal and Nirmal Krishna Pal i.e. six brothers out of seven brothers by a Sale Deed dated 25.09.1973 and got possession thereof.

AND WHEREAS the said Sale Deed was registered in Book No.1, Vol. No.99, Pages 278 to 284, Being No. 7758 for the year 1973 of the Office of the District Sub-Registrar, Hooghly.

AND WHEREAS similarly, Basudeb Ghosh had also purchased two annas share in the said properties from Sri Bata Krishna Pal i.e. the other brothers of Sri Hare Krishna Pal by a Sale Deed dated 21.01.1974 (executed on 31.12.1973) and got possession thereof.

AND WHEREAS the said Sale Deed was registered in book No.1, Vol. No.3, pages 143 to 148, Being No. 115 for the year 1974 of the Office of the District Sub-Registrar, Hooghly and in the aforesaid manner Basudeb Ghosh became the absolute owner of the entire sixteen annas share in the First schedule property.

AND WHEREAS in the L.R. Record of Rights and also in the Chandernagore Municipal Corporation, Basudeb Ghosh duly recorded his name in respect of the property as described in the First Schedule hereunder and he was paying rent and taxes to the appropriate authorities in his own name.

AND WHEREAS Basudeb Ghosh executed and registered one deed of gift being no.01663 of 2012 in the office of A.D.S.R. Chandernagore,

Book No.1, CD Volume No.6, Page No. 824 to 841, in favour of his two sons namely, Salil Ghosh and Ashok Ghosh i.e the party No 1 & 2 of the First Part. Said Salil Ghosh and Ashok Ghosh, as the joint owners of the First schedule property, mutated their names in the settlement record under LR Khatian No 2179 & 2180 as well as in the Office of Chandernagore Municipal Corporation and they were owning and possessing the entire First schedule property by paying the rents and taxes to the appropriate authorities.

AND WHEREAS the Owner Nos. 1 & 2 of the Parties of the First Part herein desired to develop their property mentioned in First schedule through suitable person/persons who shall take all responsibility and spend entire construction costs of the said new building in lieu of the proportionate share of land and in furtherance, the Developer No.1 i.e. Party of the Second Part namely S. S. Developers agreed to the development in respect of the said property, more fully described in the First Schedule hereunder, and the Owner Nos. 1 & 2 of the Parties of the First Part herein agreed with the Second Party to make development of the said property and in furtherance, a registered development agreement being No.0570 of 2021 in the Office of A.D.S.R. Chandernagore was executed and registered in between the Owner Nos. 1 & 2 of the Parties of the First Part and the party of the SECOND PART and Owner Nos. 1 & 2 of the Parties of the First Part also executed and registered one General Power of Attorney being no.0920 of 2021 in the office of A.D.S.R. Chandernagore by dint of which, Owner Nos. 1 & 2 of the Parties of the First Part authorized/appointed the party of the SECOND PART as their Attorney in respect of the developer's allocation which was

mentioned in the development agreement being No. 570 of 2021.

AND WHEREAS the Owner Nos. 1 & 2 of the Parties of the First Part obtained sanction of the proposed building from the Chandernagore Municipal Corporation and the party of the SECOND PART commenced with the work of construction in the property mentioned in the FIRST SCHEDULE. The properties in the FIRST SCHEDULE intended to be developed is a vast property and it requires huge amount of capital investment as well as supervision. The party of the SECOND PART desired to involve the party of the THIRD PART as a co- developer for the project and after negotiation in between the parties of the SECOND PART and THIRD PART, it was agreed that the work of development will be shared and undertaken by both the developers and the area allocation/entitlement on account of the developers i.e. the parties of the SECOND PART and the party of the THIRD PART. The aforesaid understanding between the two developers was acceded by the Owner Nod 1 &2 of the parties of the First Part i.e. the owners and in furtherance of the changed circumstances, a modified Development Agreement being No. 3869 of 2022 in the office ADSR of Chandernagore was executed and registered in between as well as the party of the SECOND PART and party of the Third part and by virtue of the said Modified Development Agreement, fresh terms were agreed in between the Owners Nos. 1 & 2 of the Parties of the First part as well as the Party of SECOND PART and the party of the Third part and by virtue of the said Modified Development Agreement, fresh terms were agreed in between the three parties. The Owner Nos. 1 & 2 of the parties of the First part also executed and registered one General Power of Attorney being No. 3896 of 2022 in the office of ADSR

Chandernagore by dint of which Owner Nos. 1 & 2 of the parties of the First part authorized / appointed the parties of the Second Part and Third Part as their Attorneys in respect of the developer's allocation which was mentioned in clause No. 1.9 of the Development Agreement being No. 3868 of 2022. The Owner Nos. 1 & 2 of the parties of the First Part as well as Developer No. 1 i.e. the party of the second part as well as the Developer No. 2 i.e. the party of the Third Part, by abiding with the Modified Development Agreement were continuing with the Development work and the construction has been going on in full swing however the Owner Nos. 1 & 2 of the parties of the first part, for meeting urgent financial requirement, offered to sell some portions out of the First schedule property and the Owner Nos. 2,3 & 4 agreed to purchase the specified portions of the said properties in the furtherance, Owner Nos. 1 & 2 of the parties of the First part i.e. Salil Ghosh and Ashok Ghosh transferred 3 cottah 5 chatak 14 sq. ft in R.S. Plot 322 L.R. plot 422 Mouza & P.S. Chandernagore, Sheet No. 18 J.L. No. 1 in favour of Manik Chandra Ghosh i.e. Owner no. 4 of the parties First Part vide sale deed No. 3300 of 2023 dated 14.09.2023 registered in the office A.D.SR. Chandernagore in the aforementioned manner, the Owner Nos. 3, 4 & 5, individually became the owners of 3 Cottah 5 chatak 14 sq.ft. each i.e. 10 cottahs in total and the ownership of Owner Nos. 1 & 2 in the First schedule got reduced by total 10 cottahs. The Owner Nos. 3, 4 & 5 mutated their names in the settlement records under L.R. Khatian No. 2471, 2470, 2469. The owner allocation to which the Owner Nos. 1 & 2 were entitled to for giving the entire First Schedule property for development will get proportionately reduced and the same will be allocated in favour of Developer No. 2 i.e. M/S DBM

Realtors. Due to the change in in circumstances caused for transfer of portions out of the First schedule property in favour of owner Nos. 3,4,&5 a fresh modified Development Agreement has been necessiated due to the altered terms in respect of the Owners No. 1 &2 and Owners Nos. 3,4,&5 and in furtherance, all the parties of this agreement agreed to execute and register a modified development agreement being No. 060400911 of 2024, however it came to the notice that due to some typographical error in the schedule and mis-description of the allocation in between the Owners and Developers, there may arise some complicacies in future, and for such reason the present agreement is entered between the parties on the same terms by revoking and cancelling the previous agreement, on the following terms and conditions:

NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed and between the parties hereto as follows:

I: DEFINATION:

1.1 OWNER/LANDLORD shall mean the (1) SRI SALIL GHOSH (2) SRI ASHOK GHOSH (3) SRI SAMIT SUR, (4) SRI MANIK CHANDRA GHOSH (5) SRI DEBASISH CHATTERJEE and their heirs, legal representatives executors, administrators, assigns and none else,

1.2 DEVELOPER NO.1 shall mean the said "**S.S. DEVELOPERS**" proprietorship firm having its registered office at Barasat Dashabhujatala, P.O & P.S. Chandernagore, Dist Hooghly, Pin - 712136 represented by its sole proprietor **SRI SAMIT SUR** (Pan - AKAPS7963A), Son of Sri Kamalendu Sur, by faith Hindu by nationality Indian, by occupation Business, residing at Barasat

Barasat Dashabhujatala, P.O & P.S. Chandernagore, Dist Hooghly, Pin -712136 and his heirs , legal representatives executors, administrators, assigns and none else. **DEVELOPER NO.2** shall mean the said **M/S. D B M REALTORS** having PAN NO. AAOFD8886B, a partnership firm represented through its partners SRI SAMIT SUR son of Late Kamalendu Sur, by caste Hindu by nationality Indian by profession Business Business, PAN No. AKAPS7963A ADHAAR NO-6625 7093 5353, residing at Barasat Dasabhujatala, Chandernagore, P.O. & P.S. Chandernagore District Hooghly, (2) **SRI MANIK CHANDRA GHOSH** son of Sambhunath Ghosh, by caste Hindu by nationality Indian, by profession Business PAN No. AIFPG3615A, ADHAAR NO- 8001 6297 5603, residing at Flat No. B-18, Lake Garden Residency, Lichutola, Mondal Bagan, P.o. & P.S. Chandernagore, district Hooghly, (3) **SRI DEBASISH CHATTERJEE** son of Late Rathindranath Chatterjee, by Caste Hindu, by Nationality Indian, by Profession Business, PAN No. AEEPC5700P, ADHAAR NO.-4847 4940 5313, residing at 62/4, Rahuta Road, Bara Bagan, P.O. Shyamnagar, P.S. Jagaddal, District 24 Parganas(N), Pin- 723127.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

ALL that a piece and parcel of land measuring about 01(One) Bigha 15(Fifteen) Cottahs and 10(ten) Chittaks be the same a little more or less together with the structure situated and lying at Duplex Patty Road, comprising in R.S. Plot No. 322(P), (L.R. Plot 422) (measuring 1 Bigha 2 Cottah and 14 Chittaks), R.S. Plot 324 (P), (L.R. Plot 424) (measuring 8 Cottah 8 Chittak, R.S. Plot 326(P), (L.R. Plot 426) (measuring 4 Cottah 4

Chittak) R.S. Khatian No. 139 L.R. Khatian Nos. 2180,2179,2471,2473,2469, JI No. 1, Sheet No. 18, holding no. 40/B, Borough No. III, Mouza – Chandernagore, P.S. Chandernagore under Chandernagore Municipal Corporation, Ward No. 19, District- Hooghly, and which is butted and bounded as follows:

NORTH : 25'-0" Wide DuplexPatty Main road
SOUTH : Land of others and CMC Drain
EAST : Property of Pulin Kumar Pal & others
and 10'-0" wide common passage
WEST : Part of R.S. Dag No. 322 & 323

THE SECOND SCHEDULE ABOVE REFERRED TO

(SPECIFICATION IN RESPECT OF THE CONSTRUCTIONS)

FEATURES:

1. The Building will be reinforced concrete frame structure(R.C.C).
2. The entrance steel gate, passage will be finished with chequer tiles and provided with light at the main gate, passage, and backyard.
3. The building will have a boundary wall with lights.
4. The main stair case and stair will be finished with Granite & Vitrified tiles.
5. A pump will be fixed up at the pump room for supply of water.
6. One lift will be provided inside the building with carrying capacity of 5 persons including operator.
7. Common electric meter;

BRIEF SPECIFICATION OF THE BUILDING:

ROOMS: All rooms, living, dining, passage, and verandah space – all floors with skirting shall be finished with marble. KITCHEN: Floor skirting of the kitchen will be finished with marble and the cooking table will be finished with granite, one steel sink(16" x 20") one C.P tap on the sink.

TOILET: White Sanitary wares of standard company and concealed pipeline for Sanitary and water connection. Floor of the toilet will be finished with Anti skid tiles and dado of toilet shall be finished with ceramic tiles up to door height. At the common toilet Would be provided One commode with cistern and 2-in-1 Mixture with over head shower point and Geyser Point ,White basin (18" x 12") at the dining/toilet and At the attached toilet - One commode with cistern, one shower with tap point will be provided to the Master Bedroom. Doors will bw finished with water proof panel.

WINDOW: Window shall be finished with aluminum frame with palla fitted glass fitting and grill will be fixed along with steel fittings and fixtures as required.

DOORS: All door frames would be made of Sal-wood, inside doors shutter would be made of standard company Ready made Door, all doors thickness 32 mm. Main door would be made of Ready made door fitted with lock.

ELECTRICALS: Concealed wirings throughout the flats, one fan, two lights, one 5 amp plug point for each room; one light, one exhaust fan point at the kitchen; one fan, two light, one fridge, one TV point inside the dining hall; one light, one exhaust fan inside the toilet; one light point at verandah; one call bell point at the main entrance of each flat.

LIFT: Lift will be provided by a reputed company with carrying capacity of 5 persons including operator.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Cost of Flat/Garage)

Total Consideration money of the said Flat/Garage is
Rs. _____/- (Rupees _____ only).

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Description of the Common Areas)

The common areas and the common parts mentioned in this Indenture

shall include:-

1. Stair Case on all the floors.
2. Main gate of the said premises and common passage.
3. Water pump, underground water reservoir and over head tank on the roof.
4. Installation of Common services viz. Electricity, plumbing pipe line, Sanitary pipe line, rain water pipe line.
5. Lighting in the common space, passage, staircase including electric meter fittings.
6. Common Electric meter and box.
7. Windows, Doors, Grills, Collapsible gate and fittings of the common area of the premises.
8. Such other common parts areas equipments installation, fixtures, fittings covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units.
9. Accessibility to the roof.
10. Drain/Sewerage line from the said premises.
11. Boundary walls.
12. Common toilet, Caretaker room.

IN WITNESSES _____ WHEREOF _____ the parties hereto have set and subscribe their respective hands before the witnesses on this day, month and year first above written.

SIGNED, SEALED & DELIVERED

in the presence of :

WITNESSES :-

1.

1.

2.

3.

4.

5.

Signature of the Owners/First party

2.

Signature of the Purchaser/Second Party

1.

2.

3.

4.

in the presence of :-

Drafted by me :-

5.

Signature of the Developers/Third Party

WITNESSES :-

- | | |
|----|----|
| 1. | 1. |
| | 2. |
| | 3. |
| | 4. |

MEMO OF CONSIDERATION

Received **Rs.** _____ /- (**Rupees** _____) only from
the within named Purchasers as per memo below.

Date _____ Name _____ Cheque no. _____ Bank & Branch _____ Amount _____

1

Total --

(Rupees _____ only)

SIGNED, SEALED AND DELIVERED

in the presence of :-

WITNESSES :-

- | | |
|----|----|
| 1. | 1. |
| | 2. |
| | 3. |
| | 4. |
| | 5. |

Signature of the Developers/Third Party

2.

Drafted by me :-