

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made at Kolkata on this the \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand and Nineteen (2019)

**BETWEEN**

**M/S. JYOTIRMOY CONSTRUCTIONS (PAN AAJSJ1754H)**, a partnership Firm having its Office at 8/B, Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027 represented by its Partners (1) **MR. AKHILESH KUMAR GUPTA (PAN \_\_\_\_\_)**, Son of Late Som Prakash Gupta, residing at 8/B, Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027, (2) **MRS. SEEMA GUPTA (PAN \_\_\_\_\_)**, Wife of Mr. Akhilesh Kumar Gupta, residing at 8/B, Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027 and (3) **MR. SANJIV GUPTA (PAN \_\_\_\_\_)**, Son of Vijay Kumar Gupta, residing at 1/35, Poddar Nagar, Near South City Mall, P.O. Jodhpur Park, Police Station Jodhpur Park, Kolkata – 700068, all by Nationality Indian, all by religion Hindu, hereinafter called and referred to as the **“OWNER/VENDOR”** (which term or expression shall unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART:**

**As per the Deed of Reconstruction of Partnership Firm the said MR. AKHILESH KUMAR GUPTA**, Son of Late Som Prakash Gupta, residing at 8/B, Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027 is authorized and empowered to sign all papers and documents on behalf of **M/S. JYOTIRMOY CONSTRUCTIONS. (a Construction Company)** a Partnership Firm having its Office 8/B, Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027.

**AND**

(1) **SRI SANJIT MAJI (PAN \_\_\_\_\_)**, Son of Sri Nirmal Maji, by Occupation – Service, residing at Village Jorsa, P.O. Mejia, District Bankura, Pin 722143 and  
(2) **MS. MADHUMITA GIRI (PAN \_\_\_\_\_)**, Daughter of Gour Pada Giri, by

Occupation – Service, residing at Village and P.O. Chakdwipa, Police Station Bhabanipur, District Purba Medinipur, both by Nationality Indian, both by religion Hindu, hereinafter called and referred to as the **“PURCHASERS”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART** :

**PROPERTY NO. I**

**WHEREAS** One Akshay Kumar Ghosh, Son of Haricharan Ghosh was the absolute owner of **ALL THAT** piece and parcel of land lying and situated in R. S. Dag No. 509 and 532 under R. S. Khatian No. 79 in Mouza Muradpur, J. L. No. 13, R. S. No. 192, Touzi No. 74, 77 and 82 and Police Station Behala then Thakurpukur presently Haridevpur and within the limit of the then South Suburban Municipality now within ward No. 122 of The Kolkata Municipal Corporation in the District of the then 24 Parganas now South 24 Parganas by virtue of right of inheritance from his father Haricharan Ghosh.

**AND WHEREAS** during the operation of the Last L. R. Settlement the said property is recorded in the name of the said Akshay Kumar Ghosh in Khatian No. 140 comprising Dag Nos. 683, 708, 710 and 722 total 38 Satak in Mouza Muradpur, J. L. No. 13, R. S. No. 192, Touzi No. 74, 77 and 82 and Police Station Behala then Thakurpukur presently Haridevpur and within the limit of the then South Suburban Municipality now within ward No. 122 of The Kolkata Municipal Corporation in the District of South 24 Parganas.

**AND WHEREAS** during enjoyment of the said property the said Akshay Kumar Ghosh died intestate on 26.02.1967 leaving behind his Wife Mrs. Asha Lata Ghosh, one Son namely Tapan Kumar Ghosh and one married Daughter namely Mrs. Tara Ghosh, Wife of Rabindra Nath Ghosh as his legal heir, heriesses and successors who inherited the said property as left by the said Akshay Kumar Ghosh, since deceased.

**AND WHEREAS** after the death of the said Akshay Kumar Ghosh, the said Mrs. Asha Lata Ghosh, Tapan Kumar Ghosh and Mrs. Tara Ghosh became the joint owners of the aforesaid properties.

**AND WHEREAS** during enjoyment of the said property the said Mrs. Asha Lata Ghosh died intestate on 01.03.1986 and Tapan Kumar Ghosh also died intestate on 01.03.1986 as Bachelor leaving behind only Mrs. Tara Ghosh, Daughter of Asha Lata Ghosh and sister of Tapan Kumar Ghosh who inherited the said properties as left by the said Mrs. Asha Lata Ghosh and Tapan Kumar Ghosh, since deceased as per the provision of the Hindu Succession Act, 1956.

**AND WHEREAS** after the death of the said Mrs. Asha Lata Ghosh and Tapan Kumar Ghosh, the said Mrs. Tara Ghosh became the absolute owner of the aforesaid properties lying and situated in Dag Nos. 708 and 710 under Khatian No. 140 in Mouza Muradpur, J. L. No. 13, R. S. No. 192, Touzi No. 74, 77 and 82 and Police Station Behala then Thakurpukur presently Haridevpur and within ward No. 122 of The Kolkata Municipal Corporation in the District of South 24 Parganas and after physical measurement the area of the property stand as 15 Cottahs 10 Chittaks 0 Sq. Ft. and mutated her name in the Assessment Record of then Calcutta Municipal Corporation now renamed as The Kolkata Municipal Corporation in respect of the said property and the said property is known and numbered as Municipal Premises No. 55, Hem Chandra Mukherjee Road, within Ward No. 122 of The Kolkata Municipal Corporation and its Postal No. 6/2, Hem Chandra Mukherjee Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 and its Assessee No. 41-122-02-0025-9 in the District of South 24 Parganas and enjoying the same by payment of rates and taxes to the appropriate authorities.

**AND WHEREAS** during enjoyment of the said property i.e. **ALL THAT** piece and parcel of land measuring 15 Cottahs 10 Chittaks 0 Sq. Ft. comprising land area measuring 12 Cottahs 6 Chittaks 0 Sq. ft. in Dag No. 708 and land area measuring 3 Cottahs 4 Chittaks 0 Sq. ft. in Dag No. 710 both under Khatian No. 140 in Mouza Muradpur, J. L. No. 13, R. S. No. 192, Touzi No. 74, 77 and 82 and Police Station Behala then Thakurpukur presently Haridevpur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its Municipal Premises No. 55, Hem Chandra Mukherjee Road, within Ward No. 122 of The Kolkata Municipal Corporation and its Postal No. 6/2, Hem Chandra Mukherjee

Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 and its Assessee No. 41-122-02-0025-9 in the District of South 24 Parganas, the said Mrs. Tara Ghosh died intestate on 24.07.1992 leaving behind his husband Rabindra Nath Ghosh, two sons namely Goutam Ghosh and Mithun Ghosh and one married daughter namely Mrs. Sikha Ghosh, Wife of Pradip Ghosh as her only legal heirs, heiresses and successors who inherited the said property as left by the said Mrs. Tara Ghosh, since deceased as per the provision of the Hindu Succession Act, 1956.

**AND WHEREAS** after the death of the said Mrs. Tara Ghosh, the said Rabindra Nath Ghosh, Goutam Ghosh, Mithun Ghosh and Mrs. Sikha Ghosh, Wife of Pradip Ghosh became the joint owners of the aforesaid property but the said property is recorded in the names of the said Goutam Ghosh, Mithun Ghosh and Mrs. Sikha Ghosh out of four owners in the Assessment Record of The Kolkata Municipal Corporation as because The Kolkata Municipal Corporation did not accepted the ownership of Rabindra Nath Ghosh, the husband of the said Mrs. Tara Ghosh, deceased on the ground that the said property was acquired by the said Mrs. Tara Ghosh from her father's side but as per the provision of the Hindu Succession Act, 1956 the said Rabindra Nath Ghosh, Goutam Ghosh, Mithun Ghosh and Mrs. Sikha Ghosh, Wife of Pradip Ghosh are the joint owners of the aforesaid property as left by the said Mrs. Tara Ghosh, now deceased.

**AND WHEREAS** in pursuance of the aforesaid recital the said Rabindra Nath Ghosh, Goutam Ghosh, Mithun Ghosh and Mrs. Sikha Ghosh became the joint Owners **ALL THAT** piece and parcel of land measuring 15 Cottahs 10 Chittaks 0 Sq. ft. be the same or a little more or less together with Roof Tile Shed structure standing thereon comprising **ALL THAT** piece and parcel of land area measuring 12 Cottahs 6 Chittaks 0 Sq. ft. in Dag No. 708 and **ALL THAT** piece and parcel of land area measuring 3 Cottahs 4 Chittaks 0 Sq. ft. in Dag No. 710 both under Khatian No. 140 in Mouza - Muradpur, J. L. No. 13, Touzi No. 74, 77 and 82, R. S. No. 192, A.D.S.R. office at Behala and District Sub-Registry Office at Alipore, Police Station Thakurpukur presently Haridevpur and its Municipal Premises No. 55, Hem Chandra Mukherjee Road, within Ward No. 122 of The

Kolkata Municipal Corporation and its Postal No. 6/2, Hem Chandra Mukherjee Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 and its Assessee No. 41-122-02-0025-9 in the District of South 24 Parganas and each having undivided 1/4th share of the said property.

**AND WHEREAS** during enjoyment of the said property jointly the said Rabindra Nath Ghosh, Goutam Ghosh, Mithun Ghosh and Mrs. Sikha Ghosh, Wife of Pradip Ghosh each being the owner of undivided and undemarcated 1/4<sup>th</sup> share of the said property sold, transferred and conveyed their undivided and undemarcated 1/4<sup>th</sup> share in the said property to M/s. Jyotirmoy Construction, a Partnership Firm, the Owner/Vendor herein by four Nos. of Deeds of Conveyance dated 11<sup>th</sup> day of January, 2013 duly registered in the Office of the A.D.S.R., Behala, South 24 Parganas and first - recorded in Book No. I, CD Volume No. 2, Pages from 570 to 593, Being No. 00338 for the year 2013 with a valuable consideration mentioned therein and Second recorded in Book No. I, CD Volume No. 2, Pages from 690 to 712, Being No. 00348 for the year 2013 with a valuable consideration mentioned therein and Third recorded in Book No. I, CD Volume No. 2, Pages from 594 to 617, Being No. 00340 for the year 2013 with a valuable consideration mentioned therein and Fourth recorded in Book No. I, CD Volume No. 2, Pages from 618 to 647, Being No. 00339 for the year 2013 with a valuable consideration mentioned therein.

**AND WHEREAS** after purchase the aforesaid property by virtue of aforesaid four Nos. of Deeds of Conveyance the said M/s. Jyotirmoy Construction, a Partnership Firm, the Owner/Vendor herein seized and possessed **ALL THAT** piece and parcel of land measuring 15 Cottahs 10 Chittaks 0 Sq. ft. be the same or a little more or less together with Roof Tile Shed structure standing thereon comprising **ALL THAT** piece and parcel of land area measuring 12 Cottahs 6 Chittaks 0 Sq. ft. in Dag No. 708 and **ALL THAT** piece and parcel of land area measuring 3 Cottahs 4 Chittaks 0 Sq. ft. in Dag No. 710 both under Khatian No. 140 in Mouza - Muradpur, J. L. No. 13, Touzi No. 74, 77 and 82, R. S. No. 192, A.D.S.R. office at Behala and District Sub-Registry Office at Alipore, Police Station Thakurpukur presently Haridevpur and its Municipal Premises No. 55, Hem Chandra Mukherjee Road, within Ward No. 122 of The Kolkata Municipal

Corporation and its Postal No. 6/2, Hem Chandra Mukherjee Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 and its Assessee No. 41-122-02-0025-9 in the District of South 24 Parganas and mutated its name in the Assessment Record of The Kolkata Municipal Corporation in respect of the aid property and is enjoying the same by payment of rates and taxes to the appropriate authorities.

**AND WHEREAS** during enjoyment of the said property, the said M/s. Jyotirmoy Construction, a Partnership Firm, the Owner/Vendor herein gifted, transferred and conveyed **ALL THAT** piece or parcel of land measuring 2 Cottahs 2 Chittaks 30 Sq. ft. be the same or a little more or less together with Roof Tile Shed structure standing thereon comprising **ALL THAT** piece and parcel of land measuring 1 Cottah 9 Chittaks 21 Sq. ft. be the same or a little more or less in Dag No. 708 and **ALL THAT** piece and parcel of land measuring 9 Chittaks 9 Sq. ft. be the same or a little more or less in Dag No. 710 both under Khatian No. 140 in Mouza - Muradpur, J. L. No. 13, Touzi No. 74, 77 and 82, R. S. No. 192, A.D.S.R. office at Behala and District Sub-Registry Office at Alipore, Police Station Thakurpukur presently Haridevpur and its Municipal Premises No. 55, Hem Chandra Mukherjee Road, within Ward No. 122 of The Kolkata Municipal Corporation, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 in the District of South 24 Parganas out of the total property to **BARISHA MITRA SANGHA**, a Registered Club having its place of activities at 1, Hem Chandra Mukherjee Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 by a Deed of Gift dated 1<sup>st</sup> day of May, 2013 duly registered in the Office of the A.D.S.R, Behala, South 24 Parganas and recorded in Book No. I, CD Volume No. 13, Pages from 5028 to 5051, Being No. 03961 for the year 2013.

**AND WHEREAS** after gifted the aforesaid property the said M/s. Jyotirmoy Construction, a Partnership Firm having its Office at 2, Nafar Chandra Das Road, P.O. Behala, Police Station Behala, Kolkata – 700034, the Owner/Vendor herein is in possession of **ALL THAT** piece and parcel of land measuring 13 Cottahs 7 Chittaks 15 Sq. ft. be the same or a little more or less together with Roof Tile Shed structure standing thereon comprising **ALL THAT** piece and parcel of land

area measuring 10 Cottahs 12 Chittaks 24 Sq. ft. in Dag No. 708 and **ALL THAT** piece and parcel of land area measuring 2 Cottahs 10 Chittaks 36 Sq. ft. in Dag No. 710 both under Khatian No. 140 in Mouza - Muradpur, J. L. No. 13, Touzi No. 74, 77 and 82, R. S. No. 192, A.D.S.R. office at Behala and District Sub-Registry Office at Alipore, Police Station Thakurpukur presently Haridevpur and its Municipal Premises No. 55, Hem Chandra Mukherjee Road, within Ward No. 122 of The Kolkata Municipal Corporation and its Postal No. 6/2, Hem Chandra Mukherjee Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 and its Assessee No. 41-122-02-0025-9 in the District of South 24 Parganas.

**PROPERTY NO. II**

**WHEREAS** one Shyam Roy alias Shyam Chandra Roy, Son of Hari Pada Roy purchased **ALL THAT** piece and parcel of land measuring 2 Cottahs 3 Chittaks 0 Sq. ft. be the same or a little more or less out of his total property lying and situated in R. S. Dag No. 723 under R. S. Khatian No. 418 in Mouza Muradpur, J. L. No. 13, R. S. No. 192, Touzi Nos. 74-77 and 82, Pargana Magura, Police Station the then Behala then Thakurpukur presently Haridevpur, Sub-Registry Office at Alipore and within the local limit of the then South Suburban Municipality in the District of the then 24 Parganas now South 24 Parganas from Siddhartha Nath by a Deed of Sale written in Bengali dated 20/07/1981 duly registered in the Office of the District Sub-Registrar, Alipore, 24 Parganas and recorded in Book No. I, Volume No. 290, Pages from 61 to 66, Being No. 8571 for the year 1981 with a valuable consideration mentioned therein and the said Kashinath Das confirmed the said sale by signing in the said Deed as Confirming Party.

**AND WHEREAS** after purchase the said property, the said Shyam Roy alias Shyam Chandra Roy mutated his name in the Assessment Record of the then South Suburban Municipality in respect of the said property and after inception of the Calcutta Municipal Corporation, the said property is assessed and numbered as Municipal Premises No. 91/28, Motilal Gutpa Road, within Ward No. 122 of The Kolkata Municipal Corporation and its Postal No. 91/28, Motilal Gupta Road, Police Station Thakurpukur presently Haridevpur, Kolkata –

700008 and with Assessee No. 41-122-08-0475-0 in the District of South 24 Parganas and also recorded his name in the Office of the B.L. & L.R.O., T. M. Block, Behala in respect of the said property and is enjoying the same by payment of rates and taxes to the appropriate authorities and erected structure thereon.

**AND WHEREAS** the said Shyam Roy alias Shyam Chandra Roy sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 2 Cottahs 3 Chittaks 0 Sq. ft. be the same or a little more or less together with Roof Tile Shed Structure Standing thereon lying and situated in R. S. Dag No. 723 under R. S. Khatian No. 418 in Mouza Muradpur, J. L. No. 13, R. S. No. 192, Touzi Nos. 74-77 and 82, Pargana Magura, Police Station Thakurpukur presently Haridevpur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its Municipal Premises No. 91/28, Motilal Gutpa Road, within Ward No. 122 of The Kolkata Municipal Corporation and its Postal No. 91/28, Motilal Gupta Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 and with Assessee No. 41-122-08-0475-0 in the District of South 24 Parganas to the said M/s. Jyotirmoy Construction, a Partnership Firm, the Owner/Vendor herein by a Deed of Conveyance dated 15/10/2014 duly registered in the Office of the A.D.S.R. Behala, South 24 Parganas and recorded in Book No. I, CD Volume No. 28, Pages from 1577 to 1599, Being NO. 08712 for the year 2014 with a valuable consideration mentioned therein.

**AND WHEREAS** after purchase the said property the said M/s. Jyotirmoy Construction, a Partnership Firm, the Owner/Vendor herein seized and possessed the same as absolute owner thereof and mutated its name in the Assessment Record of The Kolkata Municipal Corporation in respect of the said property and is enjoying the same by payment of rates and taxes to the appropriate authorities.

**AMALGAMATION :**

**AND WHEREAS** the aforesaid two properties are adjacent and contiguous to each other and the said M/s. Jyotirmoy Construction, a Partnership Firm, the



Owner/Vendor herein applied to The Kolkata Municipal Corporation for amalgamation of the said two plots into a single plot as per the rules of The Kolkata Municipal Corporation and The Kolkata Municipal Corporation granted their prayer and amalgamated the said two plots into a single plot and the said single plot after amalgamation assessed and numbered as **Municipal Premises No. 91/28, Motilal Gutpa Road, within Ward No. 122 of The Kolkata Municipal Corporation and its Postal No. 91/28, Motilal Gupta Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 and with Assessee No. 41-122-08-0475-0 in the District of South 24 Parganas and the said amalgamated plot stand as 15 Cottahs 12 Chittaks be the same or a little more or less and the Owner/Vendor herein also recorded the said property in the Office of the B.L. & L.R.O., T. M. Block, Behala in its name and is enjoying the same by payment of rates and taxes to the appropriate authorities.**

**AND WHEREAS** as per Deed of Reconstitution of Partnership dated 22<sup>nd</sup> day of July, 2016 the Owner/Vendor herein change its office address and Partners the present status of the Owner/Vendor is – M/s. Jyotirmoy Construction, a Partnership Firm having its Office at P143, Remount Road, Kantapukur, P.O. Alipore, Police Station South Port, Kolkata – 700027 represented by its Partners (1) **SRI AKHILESH KUMAR GUPTA (PAN ADXPG1456G)**, Son of Late Som Prakash Gupta, residing at 8/B, Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027, (2) **SMT. SEEMA GUPTA (PAN ADZPG8381Q)**, Wife of Sri Akhilesh Kumar Gupta, residing at 8/B, Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027 and (3) **SRI SANJIV GUPTA (PAN AKJPG7357H)**, Son of Vijay Kumar Gupta, residing at 1/35, Poddar Nagar, Near South City Mall, P.O. Jodhpur Park, Police Station Jadavpur, Kolkata – 700068.

**AND WHEREAS** the Owner/Vendor herein decided to raise and/or construct a G+III Storied building on the said premises and the Owner/Vendor herein obtained Building Plan from The Kolkata Municipal Corporation for construction of Three Storied building on the said land vide Building Plan No. 2016130027 dated 15/12/2016 duly sanctioned by the Executive Engineer, Borough XIII S. S. Unit of the Kolkata Municipal Corporation and the Owner/Vendor herein started the construction work of the said building upon

the aforesaid land in accordance with the Building plan duly sanctioned by the K.M.C. Authority.

**AND WHEREAS** the Owner/Vendor herein has decided to sell the residential Flats and Covered Garages/Car Parking Spaces in the said building and the Purchasers herein being desirous of owning a Flat and Covered Garage/Car Parking Space have approached the Owner/Vendor herein for purchasing **ALL THAT** One self contained residential Flat Being No. "E" measuring 950 Sq. ft. (more or less) Super Built up area on the Second Floor, North-East Side of the Building and **ALL THAT** One Garage Space/Car Parking Space marked as "P-01" measuring 140 Sq. ft. (more or less) Super Built up area on the Ground Floor, North-East Side of the Building lying and situated at Municipal Premises No. 91/28, Motilal Gutpa Road, within Ward No. 122 of The Kolkata Municipal Corporation and its Postal No. 91/28, Motilal Gupta Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 in the District of South 24 Parganas more fully mentioned in the Second Schedule hereunder written together with undivided proportionate share of right title and interest in the land more fully mentioned in the Annexure A hereunder written upon which the building is constructed along with right to enjoy the common areas, facilities and utilities provided or to be provided in the "Said Building" and/or "Said Premises" more fully mentioned in the Third Schedule hereunder written.

**AND WHEREAS** the Owner/Vendor herein has accepted the said offer and has agreed to sell **ALL THAT** One self contained residential Flat Being No. "E" measuring 950 Sq. ft. (more or less) Super Built up area on the Second Floor, North-East Side of the Building and **ALL THAT** One Garage Space/Car Parking Space marked as "P-01" measuring 140 Sq. ft. (more or less) Super Built up area on the Ground Floor, North-East Side of the Building lying and situated at Municipal Premises No. 91/28, Motilal Gutpa Road, within Ward No. 122 of The Kolkata Municipal Corporation and its Postal No. 91/28, Motilal Gupta Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 in the District of South 24 Parganas more fully mentioned in the Second Schedule hereunder written together with undivided proportionate share of right title and interest in the land more fully mentioned in the Annexure A hereunder

written upon which the building is constructed along with right to enjoy the common areas, facilities and utilities provided or to be provided in the "Said Building" and/or "Said Premises" more fully mentioned in the Third Schedule hereunder written at or for the total consideration of Rs.0000000000(Rupees \_\_\_\_\_) only hereinafter called and referred to as the "Said Flat and said Covered Garage/Car Parking Space".

**AND WHEREAS** the Purchasers after being fully satisfied themselves about the title of the Owner/Vendor and the said Building plan duly sanctioned by the K.M.C. authority agreed to acquire **ALL THAT** One self contained residential Flat Being No. "E" measuring 950 Sq. ft. (more or less) Super Built up area on the Second Floor, North-East Side of the Building and **ALL THAT** One Garage Space/Car Parking Space marked as "P-01" measuring 140 Sq. ft. (more or less) Super Built up area on the Ground Floor, North-East Side of the Building lying and situated at Municipal Premises No. 91/28, Motilal Gutpa Road, within Ward No. 122 of The Kolkata Municipal Corporation and its Postal No. 91/28, Motilal Gupta Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 in the District of South 24 Parganas more fully mentioned in the Second Schedule hereunder written together with undivided proportionate share of right title and interest in the land more fully mentioned in the Annexure A hereunder written upon which the building is constructed along with right to enjoy the common areas, facilities and utilities provided or to be provided in the "Said Building" and/or "Said Premises" more fully mentioned in the Third Schedule hereunder written at or for the total consideration amount of Rs.0000000000(Rupees \_\_\_\_\_) only.

**NOW THIS AGREEMENT WITNESSETH** that the Parties have agreed to the following terms and conditions.

01. That the Owner/Vendor herein has agreed to sell and the Purchasers herein have agreed to purchase **ALL THAT** One self contained residential Flat Being No. "E" measuring 950 Sq. ft. (more or less) Super Built up area on the Second Floor, North-East Side of the Building and **ALL THAT** One Garage Space/Car Parking Space marked as "P-01" measuring 140 Sq. ft. (more or less) Super Built up area on the Ground

**Floor, North-East Side of the Building lying and situated at Municipal Premises No. 91/28, Motilal Gutpa Road, within Ward No. 122 of The Kolkata Municipal Corporation and its Postal No. 91/28, Motilal Gupta Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 in the District of South 24 Parganas more fully mentioned in the Second Schedule hereunder written together with undivided proportionate share of right title and interest in the land more fully mentioned in the Annexure A hereunder written upon which the building is constructed along with right to enjoy the common areas, facilities and utilities provided or to be provided in the “Said Building” and/or “Said Premises” more fully mentioned in the Third Schedule hereunder written at or for the total consideration of Rs.33,50,000/- (Rupees Thirty Three Lakhs Fifty Thousand) only.**

02. The Purchasers have inspected the relevant documents, deeds and records, building plan duly sanctioned by the K.M.C. Authority as provided by the Owner/Vendor and satisfied himself/themselves about the right, title, interest, possession of the Owner/Vendor in the said land as well as right of the Owner/Vendor in the Building. The Purchasers have also inspected and accepted the design and specifications and amenities provided in the said sanctioned building plan and detailed in the Fifth Schedule of this Agreement.
03. That the Purchasers have paid at the time of execution of this Agreement for Sale a sum of Rs.50,000/- (Rupees Fifty Thousand) only as an advance Money or part of the consideration money out of the said total consideration as aforesaid to the Owner/Vendor herein and the Owner/Vendor herein received the same and acknowledge in the Memo of Consideration hereunder written and the balance amount shall be payable in the following manner :

12/31/2018	Earnest Money	Cheque No. 031945 dated 31/12/2018 Drawn on Axis Bank, Kolkata - 700034	Rs. 50,000.00
Within 30 days	Booking Money	10% Booking amount at the time of	Rs. 2,85,000.00

		<b>execution of this Agreement</b>	
<b>Within 60 days</b>	<b>Booking Money II</b>	<b>Disbursement by the Sanctioning Bank on the Sanction of Loan</b>	<b>Rs. 3,35,000.00</b>
<b>Within 120 days</b>	<b>Progressive Payment</b>	<b>Progressive payment upon completion of the respective Unit in all respects.</b>	<b>Rs.10,05,000.00</b>
	<b>Balance payment</b>	<b>Full and Final payment before registration and possession of the Flat</b>	<b>Rs.16,75,000.00</b>

Time for payment shall always be the essence of this contract and the Purchasers hereby agree not to withhold payment for any reason whatsoever or howsoever.

04. That in case the title of the said property of the Owner/Vendor is not found good and marketable in that event the Purchasers shall have option and shall be entitled to get refund the entire amount of the advance money from the Owner/Vendor as paid by the Purchasers by their own source and by taking Housing Loan.
05. a) The Owner/Vendor shall construct and complete the construction of the said Flat and Covered Garage/Car Parking Space in every respect as well as the entire building and common facilities and amenities including common areas as per the Schedule as mentioned in this Agreement for Sale within Twenty Four months from the date of this Agreement for Sale SUBJECT to the Purchasers herein making payment as per the payment Schedule and observing and performing the terms and conditions and covenants as their part to be observed and performed herein contained.
- b) The Owner/Vendor shall serve a notice of intimation upon the Purchasers of being ready for delivery of the said Flat and Covered Garage/Car Parking Space and the Purchasers shall within 10 (ten) days of service of such notice shall take possession of the said Flat and

**Covered Garage/Car Parking Space duly complying all the terms and conditions by them to be complied with prior to taking delivery of the said Flat and Covered Garage/Car Parking Space. The Owner/Vendor will construct, install and complete the common areas with the general amenities as per the Third Schedule hereunder written.**

- 06. In addition to the said consideration and price payable as aforesaid the Purchasers shall also pay to the Owner/Vendor all charges for making any addition or alteration in construction and/or provide any additional things, facilities and/or utilities relating to the said Flat and Covered Garage/Car Parking Space as to be done at the request of the Purchasers in place of and/or in excess of those mentioned in Fifth Schedule hereunder written. Further provided that if any work or provision be done for the Purchasers in common with other Co-Owners in that case all flat buyers shall bear and pay the cost thereof proportionately to the Owner/Vendor on demand or presentation of bills for such work whichever is earlier.**
- 07. a) If the Purchasers shall make default in making payment of any part of the said agreed consideration money in the manner as stated above inspite of repeated demand and registered notice in that condition the Owner/Vendor shall have every right to cancel this agreement on the ground of defaulter and issue the letter of cancellation to the Purchasers. In such case the Owner/Vendor shall return the advance money as paid by the Purchasers to the Owner/Vendor after adjusting the damages @10% of the amount as paid by the Purchasers to the Owner/Vendor.**
- b) If the Purchasers wants to cancel the agreement due to their personal reasons in that case the Owner/Vendor shall accept the same and shall return the advance money as paid by the Purchasers to the Owner/Vendor on the date of cancellation after deducting the damages @10% on the amount as paid by the Purchasers to the Owner/Vendor.**

08. **The Owner/Vendor fails to deliver possession of the Flat and Covered Garage/Car Parking Space within the stipulated period as mentioned above except on reasonable ground of Force Majeure and in that event the Owner/Vendor shall pay the Bank Fixed Deposit interest on the amount as paid by the Purchasers to the Owner/Vendor and such interest shall be calculated from the target date of delivery of possession to the actual date of delivery of possession to the Purchasers and vice-versa.**
09. **That the Purchasers shall have the liberty to inspect the progress and quality of construction work of the Building during the working hours with notice to the Owner/Vendor without causing any kind of obstruction or interference in the smooth work of construction of the Building.**
10. **That the construction of the Building will be made according to aforesaid sanctioned plan of The Kolkata Municipal Corporation with the instruction and supervision of Architect and/or Engineer engaged by the Owner/Vendor for the said project.**
11. **That the possession of the said Flat and Covered Garage/Car Parking Space shall be handed over to the Purchasers at the time of full and final payment of total consideration money simultaneously with the execution and registration of the Deed of Conveyance in respect of the aforesaid Flat and Covered Garage/Car Parking Space.**
12. **All rates, taxes and other outgoings in respect of the said property as are payable upto the date of completion of purchase shall be borne and paid by the Owner/Vendor and all taxes and other outgoings in respect of the said Flat and Covered Garage/Car Parking Space thereafter shall be borne and paid by the Purchasers and/or occupiers of the building proportionately so long the individual Flat and Covered Garage/Car Parking Space /flats/units of each occupier shall not be separately assessed.**

13. That the GST as per today's rate is included in the purchase price and not payable by the Purchaser to the Owner/Vendor herein but however the Purchaser shall pay any other taxes to the Owner/Vendor herein which will be implemented by the West Bengal Govt. or Central Govt., if applicable.
14. That Purchasers shall at their own cost apply for and obtain electricity connection to the said Flat and Covered Garage/Car Parking Space as per rules of the Calcutta Electric Supply Corporation and the Owner/Vendor shall arrange to sign all necessary applications papers and documents as required for that purpose and appoint a licensed contractor in that purpose if the Purchasers requires.
15. That after the execution and registration of this Agreement for Sale the Owner/Vendor shall be entitled to handover all true copies of relevant deeds and documents, copy of sanction Plan to the Purchasers for obtaining Housing loan from any financial institution or Bank and cooperate the Purchasers in all possible manners for signing all papers and documents as per the requirement of the Bank or Financial Institution for obtaining such Housing loan.
16. That the Purchasers shall not make any structural addition or alteration or division or partition in the said Flat and Covered Garage/Car Parking Space without written consent of the Owner/Vendor as well as without sanction of the Kolkata Municipal Corporation.
17. That the Purchasers shall pay from time to time, after taking possession of the said Flat and Covered Garage/Car Parking Space the proportionate common expenses for maintaining the said Building as will be determined by the Owner/Vendor and/or Association or body formed by the Flat Owners to whom the responsibilities of control, management, maintenance and preservation of the Building will be handed over by the Owner/Vendor.



- 18. The Owner/Vendor shall upon completion of the Flat and Covered Garage/Car Parking Space and upon delivery of possession of the said Flat and Covered Garage/Car Parking Space transfer the said Flat and Covered Garage/Car Parking Space together with impartible proportionate share in the land of the said premises alongwith right to enjoy the common facilities and amenities as provided in the said Building and/or in the said Premises in favour of the Purchasers or their nominee or nominees as the case may be, by way of execution and registration of the Deed of Conveyance in respect of the said Flat and Covered Garage/Car Parking Space and such instrument shall be prepared by the Owner's Advocate. The cost of the Stamp Duty, registration fee and incidental charges for execution and registration of such Instrument shall be borne by the Purchasers.**
- 19. The Purchasers shall be the joint owners in respect of the said Flat and Covered Garage/Car Parking Space and will be the co-owner in respect of the common area, paths, passages etc. and all other common amenities and facilities of the Building. The Purchasers shall use the common areas of the building without creating any troubles to other Owners/Occupiers of the said Building.**
- 20. All letters, receipts and/or notices issued by the Owner/Vendor and despatched by the registered post with A/D to the address last known of the Purchasers will be defined to be sufficient proof of despatch of the same by the Owner/Vendor and thereby lawful service shall be presumed.**
- 21. That from the date of possession of the said Flat and Covered Garage/Car Parking Space the Purchasers herein shall pay the proportionate share of maintenance charges for all the common areas and facilities as specified in the Fourth Schedule hereunder written and pay all taxes thereof proportionately until the separate assessment of their Flat and Covered Garage/Car Parking Space are made.**

- 22. That all the flat Owners of the Building shall have common right and/or interest in respect of the final and ultimate roof of the building after its construction and each and every flat owners shall have the right to use the said roof for the purpose of inspection of the overhead water tank and also for the purpose of installation of T.V. Antenna and for the other common purposes and the remaining roof shall be the exclusive property of the Owner/Vendor.**
- 23. That the Owner/Vendor shall always have the right to the roof and parapet walls and to raise further storey or storeys on the Roof of the Building and to make constructions on any part of the premises without violating the building rules of Kolkata Municipal Corporation or as per sanction/revised sanction Plan of The Kolkata Municipal Corporation and to use, enjoy, hold and transfer the same to any person and the Purchaser shall have no objection for such constructions.**
- 24. For adjudication of disputes and differences between the parties hereto in any matter relating to or arising out of these presents or in any way connected with the land and/or the building the Court having jurisdiction over the land will be the actual forum.**
- 25. The Owner/Vendor shall construct and complete and make tenantable and habitable the said Flat and Covered Garage/Car Parking Space and common portions in the manner and with amenities and provisions as mentioned herein with good quality of materials and standards workmanship as shall be determined by the Owner/Vendor in its absolute discretion or as may be recommended by the Architect/Engineer engaged in the said project.**
- 26. The right of the Purchasers shall remain restricted to the said Flat and Covered Garage/Car Parking Space and shall have no other right over and in respect of the other portions of the Building and the Premises save and except the common areas and excepting the right of ingress or egress from or through the common entrance and staircase landing upto the said Flat and Covered Garage/Car Parking Space. The Purchasers**

shall be a member of the Flat Owners' Association to be formed among the owners of all the flats of the Building.

27. That the Purchasers and the Owner/Vendor hereby covenant that the joint measurement, if necessary, to be taken in presence of the Engineer of both the parties hereto.
28. Before the date of possession the Purchasers shall :
  - a) Pay to the Owner/Vendor all amounts becoming due and payable in pursuance of this Agreement for Sale.
29. The Purchasers agrees and covenants with the Owner/Vendor:
  - i) Not to claim any right or possession over and in respect of the said unit till such time the Purchasers have made and/or deposited all the amounts herein agreed to be paid or deposited by the Purchasers.
  - ii) **Only the Flat Being No. "E" measuring 950 Sq. ft. (more or less) Super Built up area on the Second Floor, North-East Side of the Building and ALL THAT One Garage Space/Car Parking Space marked as "P-01" measuring 140 Sq. ft. (more or less) Super Built up area on the Ground Floor, North-East Side of the Building are the saleable Unit by this Agreement for Sale.**
30. That the Owner/Vendor shall arrange the Completion Certificate for the said Building issued by the concerned L.B.S. engaged in the said Project and Structural Engineer engaged for the said project by their own cost and effort and Completion Certificate in any other form shall arrange by the all occupants of the Building by their own cost and effort.
31. That the Owner/Vendor shall not be responsible for change or any addition or alteration of the Flat and Covered Garage/Car Parking Space alongwith the inner wall as per the requirement of the Purchasers in that case the Purchasers shall bear and borne all cost for regularization of the

same. The Regularization in that case shall be the sole responsibility of the Purchasers.

**THE ANNEXURE A ABOVE REFERRED TO :**

**(Description of the Property)**

**ALL THAT** piece and parcel of Bastu land measuring 15 (Fifteen) Cottahs 12 (Twelve) Chittaks 0 (zero) Sq. ft. be the same or a little more or less together with G+III Storied Building standing thereon comprising **ALL THAT** piece and parcel of land area measuring 10 Cottahs 12 Chittaks 24 Sq. ft. in Dag No. 708 and **ALL THAT** piece and parcel of land area measuring 2 Cottahs 10 Chittaks 36 Sq. ft. in Dag No. 710 both under Khatian No. 140 and **ALL THAT** piece and parcel of land measuring 2 Cottahs 3 Chittaks 0 Sq. ft. be the same or a little more or less lying and situated in R. S. Dag No. 723 under R. S. Khatian No. 418 all in Mouza Muradpur, J. L. No. 13, R. S. No. 192, Touzi Nos. 74-77 and 82, Pargana Magura, A.D.S.R. office at Behala and District Sub-Registry Office at Alipore, Police Station Thakurpukur presently Haridevpur and its Municipal Premises No. 91/28, Motilal Gutpa Road, within Ward No. 122 of The Kolkata Municipal Corporation and its Postal No. 91/28, Motilal Gupta Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 and with Assessee No. 41-122-08-0475-0 in the District of South 24 Parganas. The said property is butted and bounded by :

**ON THE NORTH :** By 5' ft. wide K.M.C. Road

**ON THE SOUTH :** By Other Land.

**ON THE EAST :** By Partly 12' ft. wide Motilal Gupta Road and Partly Land and House of Mr. Majumder..

**ON THE WEST :** Barisha Mitra Sangha Club..

**THE SECOND SCHEDULE REFERRED TO ABOVE :**

**(Description of the SAID FLAT and COVERED GARAGE/CAR PARKING SPACE  
hereby conveyed)**

**ALL THAT** One self contained residential Flat Being No. "E" measuring 760 Sq. ft. (more or less) Covered area and measuring 950 Sq. ft. (more or less) Super Built up area on the Second Floor, North-East Side of the Building and **ALL THAT** One Garage Space/Car Parking Space marked as "P-01" measuring 140 Sq. ft. (more or less) Super Built up area on the Ground Floor, North-East Side of the Building erected on the landed property mentioned in the Annexure A hereinabove written lying and situated at Municipal Premises No. 91/28, Motilal Gutpa Road, within Ward No. 122 of The Kolkata Municipal Corporation and its Postal No. 91/28, Motilal Gupta Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 and with Assessee No. 41-122-08-0475-0 in the District of South 24 Parganas in the District of South 24 Parganas together with undivided impartible proportionate share of right, title, interest of the land upon which the building is constructed along with right to enjoy the common areas and facilities, liabilities provided or to be provided in the said Building and/or the said premises.

**THE THIRD SCHEDULE ABOVE REFERRED TO :**

**(Common Areas)**

1. Entrance and exits.
2. Boundary Wall and main gate.
3. Entrance Lobby.
4. Stair Cases, stair case landings on all the floors.
5. Drainage and sewerage lines and other installations for the same except only those, which are installed within the exclusive area of any unit exclusively for its use.
6. Electrical wiring and other fittings excluding only those are installed within the exclusive area of any unit exclusively for its use.
7. Water Pump, water reservoir together with all common plumbing installations for carriage of water excluding only such parts of installations and fittings as are exclusively within and for the Unit.

8. Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the Premises and the said Building as are necessary for passage to and/or used of the Units in necessary for passage to and/or user of the units in common by the Co-Owners.
9. Ultimate Roof of the Building.
10. Lift and its accessories. .

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**

**(Common expenses)**

- 1) All cost of maintenance, operating, replacing, white colour washing, painting, decorating, rebuilding, reconstruction, redecorating and lighting the common portions and common areas of the Building including outer walls.
- 2) All charges and deposits for supplies of common utilities to the Co-Owner in common.
- 3) Municipal Tax, Water Tax and other levies in respect of the land and building save those separately assessed of the Purchasers's Flat and Covered Garage/Car Parking Space.
- 4) Proportionate cost of Insurance Premium for insuring the building.
- 5) Cost of formation and operation of the Association of the Flat Owners.
- 6) The Office expenses incurred for maintaining an office for common purpose.
- 7) All litigation expenses for the common purposes relating to the common use and enjoyment of the common portions.
- 8) Electricity Charges for the electrical energy consumed for the operation of the common services.
- 9) Cost of maintenance, repairs and replacement of pumps and other common installations.
- 10) Salary of all persons employed for the common purpose including durwan, security, sweepers, plumbers, electricians etc.
- 11) Fees and charges from all services and consultation and advices required to be obtained from time to time in respect of and/or relation to the common purpose and common utilities

- 12) If transformer is provided then proportionate cost shall be borne by the Purchasers.
- 13) All other expenses, taxes and other levies as may become necessary or incidental or liable to be paid by the co-Owner in common including such amount as may be fixed for creating a fund for replacement renovation, repainting and/or periodic repairing of the common portions.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**

**(General Specification for Construction)**

FOUNDATION	:	The Building is designed on RCC Footing as per design. Augur Piling with Pile Caps
SUPER STRUCTURE	:	To be reinforced concrete columns, beams and slab.
PLINTH	:	To be brick work with sand on cement mortar.
FLOORING	:	All floor shall Marble/Vitrified tiles 24"x24" and skirting shall be 4' inch. All the Toilet/W.C. shall have 6' ft. high glazed tiles. Kitchen platform shall be 450 mm wide 6' ft. long finished in black stone and shall have 2' ft. high glazed tiles from the cooking platform with one stainless steel sink.
WINDOW	:	All windows shall be made up of Aluminium sliding with M.S. Grill.
DOORS	:	All door frames except toilet shall be 4"x2.5' and Verandah and Kitchen shall be 3'x2.5' made by wood, toilet door and frame shall be made by PVC (all window will be made by Aluminium Sliding with Glass fittings).
WALLS	:	External walls of 8"/10" thick brick work and the internal partition walls of 5"x3" thick brick work with sand and cement mortar as per sanction plan of K.M.C.
INTERNAL FINISH OF WALL	:	All internal walls and ceiling shall be finished with Wall Putty/ Plaster of Paris and common areas be provide with 2 Coat of white wash.
PLUMBING AND DRAINAGE	:	All internal soil and water, outlet pipes shall be 50mm to 100 mm dia PVC pipes, all inlet pipes shall be 12 mm to 25 mm dia PVC mde and all the sanitary fittings.
FIXTURES	:	Shall be standard good qualities and each toilet shall be provided one Western Commode with cistern, one basin with tap, shower with hot and cold water provision.
ELECTRICAL	:	All the internal wiring shall be concealed. All

INSTALLATION	switches shall be piano type with acrylic cover. Each Bed Room shall be provided with two light points, one fan point, one power point (5 mm), one night lamp point. Each drawing and dining room shall be provided with two light points, two fan points, two power points (one 15 amp and one 5 amp), one call bell point, One TV point. Kitchen shall be provided one light point, one exhaust fan point, two power points (5 amp). Toilet and W.C. shall be provided with one light point, one exhaust fan point. One geyser point in the Toilet. There shall be a main meter cost of which shall be borne by the Developer. Each flat shall have a separate Meter and cost of which shall be borne by the Purchaser.
WATER SUPPLY	: 24 Hours K.M.C. Water supply from underground Water Reservoir, if there is no power cut or any technical breakdown.
LIFT	: Lift and its accessories.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

**SIGNED AND SEALED and DELIVERED**

By the Parties hereto at Kolkata in the presence

Of **WITNESSES** :

1.



\_\_\_\_\_  
SIGNATURE OF THE OWNER/  
VENDOR

2.

\_\_\_\_\_  
SIGNATURE OF THE PURCHASERS

Drafted by me

Advocate  
Alipore Judges' Court, Kol-27.

Typed by :

(Baisakhi Mukherjee)  
13A, S.H.M. Road, Kolkata-34.

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Purchasers the within mentioned a sum of **Rs.50,000/- (Rupees Fifty Thousand) only** being the advance money for sale of the schedule mentioned property as per MEMO below:

**MEMO**

12/31/2018	Earnest Money	Cheque No. 031945 dated 31/12/2018 Drawn on Axis Bank, Kolkata - 700034	Rs. 50,000.00
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**WITNESSES :**

1.

2.

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SIGNATURE OF THE OWNER/  
VENDOR

**PROPERTY NO. II**

**WHEREAS** one Amarnath Sen, Son of Late Satyendra Nath Sen and Kashinath Das, Son of Hriday Krishna Das were the recorded Owners of **ALL THAT** piece and parcel of land measuring 13 Cottahs 11 Chittaks 22 Sq. ft. be the same or a little more or less lying and situated in R. S. Dag No. 554 under R. S. Khatian No. 418 in Mouza Muradpur, J. L. No. 13, R. S. No. 192, Touzi Nos. 74-77 and 82, Pargana Magura, Police Station the then Behala then Thakurpukur presently Haridevpur, Sub-Registry Office at Alipore and within the local limit of the then South Suburban Municipality in the District of the then 24 Parganas now South 24 Parganas as per the Record of Right in the Last Revisional Settlement and each of the owner having equal share in the said property.

**AND WHEREAS** the said property was acquired by the said Amar Nath Sen and Kashinath Das jointly by virtue of a registered Patta dated 25/03/1938 executed by one Makhanlal Bandyopadhyay, Son of Jogendra Nath Bandyopadhyay of Purba Barisha and the said Amar Nath Sen and Kashinath Das were jointly enjoying the said property and were in actual physical possession of the said property.

**AND WHEREAS** afterwards the said Makhanlal Bandyopadhyay instituted a Title Suit against the said Amar Nath Sen and Kashinath Das which was recorded as T. S. No. 2066 of the year 1947 and the said Title Suit ultimately decreed in favour of the said Amar Nath Sen and Kashinath Das.

**AND WHEREAS** by virtue of the aforesaid decree, the said Amar Nath Sen and Kashinath Das jointly seized and possessed the said property and during enjoyment of the said property, the said Amar Nath Sen died intestate as bachelor leaving behind his two brothers namely Siddhartha Nath Sen and Samar Sen as his only legal heirs and successors who inherited the said property as left by the said Amar Nath Sen, since deceased and the said Samar Sen died intestate as bachelor.

**AND WHEREAS** after the death of the said Amar Nath Sen and Samar Sen, the property of the said Amar Nath Sen devolved upon the said Siddhartha Nath Sen and the said Siddhartha Nath Sen mutated his name in the Land and Land Reforms Department under the District Collectorate, 24 Parganas and was enjoying the same by payment of Govt. rent in respect of the said property as owned by the said Siddhartha Nath Sen.

**AND WHEREAS** during enjoyment of the said property, the said Siddhartha Nath Sen sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 2 Cottahs 3 Chittaks 0 Sq. ft. be the same or a little more or less out of his total property lying and situated in R. S. Dag No. 554 under R. S. Khatian No. 418 in Mouza Muradpur, J. L. No. 13, R. S. No. 192, Touzi Nos. 74-77 and 82, Pargana Magura, Police Station the then Behala then Thakurpukur presently Haridevpur, Sub-Registry Office at Alipore and within the local limit of the then

South Suburban Municipality in the District of the then 24 Parganas now South 24 Parganas to Shyam Roy, Son of Hari Pada Roy, the Owner/Vendor herein by a Deed of Sale written in Bengali dated 20/07/1981 duly registered in the Office of the District Sub-Registrar, Alipore, 24 Parganas and recorded in Book No. I, Volume No. 290, Pages from 61 to 66, Being No. 8571 for the year 1981 with a valuable consideration mentioned therein and the said Kashinath Das confirmed the said sale by signing in the said Deed as Confirming Party.

**AND WHEREAS** after purchase the said property, the said Shyam Roy mutated his name in the Assessment Record of the then South Suburban Municipality in respect of the said property and after inception of the Calcutta Municipal Corporation, the said property is assessed and numbered as Municipal Premises No. 91/28, Motilal Gutpa Road, within Ward No. 122 of The Kolkata Municipal Corporation and its Postal No. 91/28, Motilal Gupta Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 and with Assessee No. 41-122-08-0475-0 in the District of South 24 Parganas and also recorded his name in the Office of the B.L. & L.R.O., T. M. Block, Behala in respect of the said property and is enjoying the same by payment of rates and taxes to the appropriate authorities and erected structure thereon.

The Owner/Vendor herein purchased the aforesaid property in the name of the said Shyam Roy and accordingly the said property is recorded in the Assessment Record of The Kolkata Municipal Corporation in the name of the said Shyam Roy. In the Income Tax Pan the name of the said Shyam Roy is recorded as Shyam Chandra Roy.

**AND WHEREAS** the said Shyam Roy alias Shyam Chandra Roy sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 2 Cottahs 3 Chittaks 0 Sq. ft. be the same or a little more or less together with Roof Tile Shed Structure Standing thereon lying and situated in R. S. Dag No. 554 under R. S. Khatian No. 418 in Mouza Muradpur, J. L. No. 13, R. S. No. 192, Touzi Nos. 74-77 and 82, Pargana Magura, Police Station Thakurpukur presently Haridevpur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its Municipal Premises No. 91/28, Motilal Gutpa Road, within Ward No. 122 of The Kolkata Municipal Corporation and its Postal No. 91/28, Motilal Gupta Road, Police Station Thakurpukur presently Haridevpur, Kolkata – 700008 and with Assessee No. 41-122-08-0475-0 in the District of South 24 Parganas to the said

**M/s. Jyotirmoy Construction, a Partnership Firm , the Owner/Vendor herein by a Deed of Conveyance dated 15/10/2014 duly registered in the Office of the A.D.S.R. Behala, South 24 Parganas and recorded in Book No. I, CD Volume No. 28, Pages from 1577 to 1599, Being NO. 08712 for the year 2014 with a valuable consideration mentioned therein.**