

**SALE DEED**

**VALUED AT RS. 0000000000**

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

**B E T W E E N**

**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) **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, 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**:

**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 aforsaid properties.

**AND WHEREAS** during enjoyment of the said prorpty 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 authorites.

**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, heireses and successors who inherited the said property as left by the said Mrs. Tara Ghosh, since deceased as per the provsion 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 1/4<sup>th</sup> 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 property mentioned in the Schedule “A” herein below written is free from all encumbrances.

**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.

**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 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 Schedule 'C' hereunder written together with undivided proportionate share of right title and interest in the land more fully mentioned in the Schedule '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 Schedule 'C' 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 Schedule 'C' hereunder written together with undivided proportionate share of right title and interest in the land more fully mentioned in the Schedule 'A' hereunder

**AND WHEREAS** PURCHASERS/the party hereto of the Second Part making necessary inspection all documents being satisfied with the title of the property as well as being satisfied with the construction have agreed to purchase & made proposal to the OWNERS/VENDORS and the OWNERS/VENDORS have agreed to sell the 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 said 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 SAID Building specifically mentioned in the Schedule "C" hereunder with sole, exclusive, transferable and revocable right to use the same together with undivided proportionate share or interest in the common areas of the building as described in the Schedule "D" hereunder as also shown in the **MAP** enclosed hereto which is to be treated as part and parcel of this Deed at a consideration of **Rs. 0000,000/-** (Rupees \_\_\_\_\_) only.

**AND WHEREAS** the common parts and common Areas of the building are fully described in the **Schedule "D"** hereunder written.

**AND WHEREAS** subsequently the piece of the land proportionate to the area of the flat mentioned in Schedule "C" below along with the cost of construction of the flat has been settled at **Rs. 000000000-** (Rupees \_\_\_\_\_ lakhs) only and the PURCHASERSS paid the consideration money by installment which the OWNERS/VENDORS both hereby acknowledge to have received the same amount as per Memo of Consideration given below.

**AND WHEREAS** the common parts and common services of the building are fully described in the Schedule 'D' hereunder.

**NOW THIS INDENTURE WITNESSETH**

That in pursuance of the aforesaid agreement and in consideration of aforesaid payment of the entire consideration sum of **Rs. 00000,000/-** (Rupees \_\_\_\_\_) only (as per Memo of consideration given below) payment of which the Owners/VENDORS hereby acknowledge and of and from the same and every part thereof both hereby acquit and release the PURCHASERS and the said property being the undivided proportionate share in the land described in the Schedule "A" in respect of and calculated on the basis of the area of the flat described in the Schedule "C" below as 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 hereinbelow written lying and situated at Municipal Premises No. 91/28, Motilal Gutpa Road, within Ward No. 122 of The Kolkata Municipal Corporation specifically mentioned in the Schedule "C" hereunder written and the OWNERS/VENDORS hereby convey and transfer, assign and assure unto the PURCHASERSS free all encumbrances, charges, liens, trust, annuities, lispenses, attachments, debtor and wakf charges, for maintenance and residence and servients or easements with ALL THAT the undivided proportionate share of land and the flat as aforesaid in the piece and parcel of land hereditament, misusage more fully described in the Schedule "A" in particular the undivided proportionate share in the land underneath in respect of the flat described in the Schedule "C" hereinafter referred to as the said property or howsoever otherwise the property situated butted, bounded, called known, numbered, described and distinguished TOGETHER WITH all rights, liberties, privileges, easements, lights, appendages, appurtenance, walls, paths, passages, swears, drains, water sources and the benefits and advantages to ancient and other right whatsoever to the said property or any part thereof now are or hereto before were hold, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and also compounds, drains, ways, paths, passages, fences and other rights and liberties whatsoever to the said property belonging or in any way appertaining thereto and the reversion or reversions, remainder or remainders, rents, issues and profits thereof and of every part thereof and all the estate, rights, title, interest, property, claims and demands whatsoever both at law and in equity of the OWNERS/VENDORS into and upon the same or an part thereof.

**TO HAVE AND TO HOLD THE SAID PROPERTY HEREBY GRANTED:-**

conveyed and transferred or expressed or intended so to be and every part thereof unto and to the use of the PURCHASERS absolutely and forever to be held as heritable and transferable immovable property within the meaning or any law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act, 1972 and its subsequent amendments and all the Rules and Regulations and agreement lawfully made and entered into pursuant to the provisions of the aforesaid Act and also subject to the payment of all rents taxes easements etc. Now chargeable upon the same or which may hereafter become payable in respect thereof to the Govt. of West Bengal, Panchayet Authority and the OWNERS/VENDORS hereby covenant with the PURCHASERS that notwithstanding any acts Deeds or things by the OWNERS/VENDORS made done or executed or knowingly suffered with the contrary with the OWNERS/VENDORS, now the good right and full and absolute power and indefeasible title to transfer the said property hereby sold and conveyed or expressed or intended so to be with the appurtenance unto the PURCHASERS in manner aforesaid AND the PURCHASERS shall and may at all times hereinafter peaceably and quickly possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction interruption, claim of demand whatsoever from or the OWNERS/VENDORS or any person or persons lawfully or equitably claiming from under or through then free and clear and freely and clearly absolutely acquire exonerated and released or otherwise by and at the cost and expenses of the OWNERS/VENDORS well and sufficiently saved, and indemnified and keep indemnified on and from and against all manner or claims, charges, liens, debts, attachments, encumbrances, debtor, wakf charges or maintenances and residence whatsoever made or suffered or created by the OWNERS/VENDORS or their predecessors in interest or any persons lawfully equitably claiming any estate or interest or any person lawfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for them and the OWNERS/VENDORS will from time to time and at all times hereinafter at the request and cost of the PURCHASERS do or execute or cause to be done or executed all such acts, deeds, matters and things whatsoever for furtherance of better or more perfectly assuring the said property and every part and parcel thereof up to and to the use of the PURCHASERS in any manner aforesaid or shall or may be reasonable required.

**AND IT IS FURTHER AGREED AND DECLARED THE PARTIES AS FOLLOWS:-**

- A. That the PURCHASERS shall/will abide by the Bye- Laws of the Society/Association to be formed and shall/will bear and pay their proportionate share of part in the common expenses required by the other Apartment/Shop owners.
- B. That the PURCHASERS shall/will use the said flat for residential purpose only and for no other purpose.
- C. That that the PURCHASERS shall/will not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement nor add any material structure without,

in ever such case, the unanimous consent of all the other flat/shop owners in the building including the Vendors being first obtained.

- D. That the PURCHASERS shall/will be liable to pay the proportionate share of Panchayet Tax, Land Tax, G.S.T (as per Govt. rules and Orders) etc. and such payment could have been made by the PURCHASERS to the OWNERS/VENDORS till the society is not formed by all flat owners.

**NOW IT IS HEREBY AGREED AND DECLARED**

1. **Title & Plans:-** The rights and properties herein agreed to be acquired by the PURCHASERS is free from all encumbrances. The PURCHASERS have however, satisfied themselves about the plans and the title of the OWNERS/VENDORS and the LAND OWNERS and agree not to raise any objection with regard thereto. The OWNERS/VENDORS and the LAND OWNERS shall be to liberty to make such change in the plans as they deem expedient with the approval of Architect.
2. **CONSIDERATION & INSTALLMENT:** subject to the payment of entire consideration money the OWNERS/VENDORS is executing and registering this deed of sale in connection with said flat as mentioned in the Schedule "C" herein below.
3. **SALE & CONSTRUCTION OF UNIT:** Having fully satisfied with the payment of entire consideration money the OWNERS/VENDORS and the PURCHASERS herein are desirous to register and execute this Deed of Sale in connection with said flat as mentioned in the Schedule "C".
4. **THE PURCHASERS** will be entitled to use and enjoy the common portions only to the extent required for their ingress to and egress from the said unit of man, materials, utilities, the PURCHASERS shall not have any other right to use of other open or covered space, and they have no right to use the lift therein.
  - a. The PURCHASERS shall not in any manner obstruct any construction that the OWNERS/VENDORS and the LAND OWNERS may make on any part of the premises including the Terrace and/or enjoyment or the alienation there of by the OWNERS/VENDORS and the LAND OWNERS. But the OWNERS/VENDORS and the LAND OWNERS will not construct anything will permanently obstruct or create disturbance in the free access of the PURCHASERS flat.
5. **The PURCHASERS** shall also bear wholly:
  - b. The fees of the Advocate applicable for the execution of this Agreement and also the conveyance Deed after verifying the fees charged by the OWNERS/VENDORS.
  - c. Cost of providing electric meter in the said unit and increased costs of the OWNERS/VENDORS due to any variation or extra work over that mentioned.
  - d. The Stamp Fees, Registration charge miscellaneous expenses for all documents to be executed in pursuance hereof.
  - e. The sale price is exclusive of any taxes which may be applicable from time to time as per the law and rules of the land will have to be borne by the PURCHASERS at time of execution and registration of the Sale Deed.
6. **AS AFTER THE DATE OF POSSESSION** the PURCHASERS shall not raise any objection or claim regarding completion of the said of any nature

whatsoever. The PURCHASER shall have to make any type of objection regarding or finishing work before taking possession.

7. **ASSOCIATION:** The OWNERS/VENDORS and the LAND OWNERS shall before or as soon as possible after completion of the proposed building cause the co-owners to form Association for common purpose as per the West Bengal Apartment Ownership Act, 1972, accordingly to co-owner shall be made proportionate share holders thereof. The PURCHASERS shall bear and pay the proportionate costs of formation and the expenses of the Association.

- 08 **MISCELLANEOUS:** 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.

- 09 **ARBITRATION:** All disputes and differences by and between the parties here to in any way relation to or connected with premises and/or building and/or this Agreement and or anything done in pursuance here of shall be referred for Arbitration to such person as be appointed by the Advocate of both the sides to be adjudicated in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrator shall have the right to proceed summarily and to make interim awards.

#### **DEFINITIONS:-**

In the Agreement the terms used shall unless it is contrary and/or repugnant to the context have the following meaning:

1. **ADVOCATES:** shall mean such person whom the OWNERS/VENDORS may appoint in due course of time.
2. **ANNEXURE:** shall mean the statement of particulars annexed here to and marked "A" which shall be part of this Deed.
3. **ARCHITECTS:** shall mean such person whom the OWNERS/VENDORS may appoint from time to time as the Architects for the building.
4. **BUILDING:** shall mean all or any of the building or the premises and such buildings will have such name as the OWNERS/VENDORS may think fit and proper.
5. **COMMON PORTIONS:** shall mean all the common areas, drive ways, elevations, constructions, construction and installations comprises in the building the expressed or intended by the OWNERS/VENDORS for common use and enjoyment of the Co-Owners and shall include the land comprised in the premises wherever the context so permits.
6. **COVERED AREA:** shall mean the plinth area of the said units including the proportionate share of the plinth area of the

common portions PROVIDED THAT if any wall be common between two units then one half of the area under such wall shall be included in each such unit.

7. **PLAN:** shall mean the Sanctioned Building Plan sanctioned by 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 for the purpose of raising multi-storied building namely "JYOTI ENCLAVE" and subject to such alteration, if required therein, from time to time, with the approval of the 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. The PURCHASERS shall have no objection towards any additional floor or floors sanctioned 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 to be built on the same project within their rules and regulations or such amended rules and regulations of The Kolkata Municipal Corporation
8. **PROPORTIONATE OF PROPORTIONATELY:** shall mean the proportion in which the Covered Area of any unit be the Covered Area of all the Unit in the Building PROVIDED THAT where it refer to share of any rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis of which such rates and/or taxes are being respectively levied i.e. on the basis of area, rental income or user of the respective units by the Co- Owners respectively.
9. **PURCHAER/S:** shall include the Successors-in-interest and/or assigns of the Purchaser/s and/or its constituent if any.
10. **UNDIVIDED SHARE:** shall mean the undivided proportions are share in the land comprises in the premises and the common portions held by and/or herein agrees to be sold to the PURCHASERS and also wherever the context permits.
11. **UNITS:** shall means the spaces constructed in the building intended and/or capable of being exclusively held and/or occupied by any co-Owner.
  - a) **THE SAID UNIT:** shall mean the portion of the said building described in Schedule "C" and wherever the context permit it shall also include the parking space if any, mentioned therein and undivided share of the PURCHASERS.
12. **OWNERS/VENDORS:** shall mean and include the body/persons who develop the property as mentioned in the Schedule "A" herein below by raising multi-storied building thereon and also include its successor-in-interest and/or assigns.
13. **OWNERS:** shall mean and includes the person who holds a good marketable and also include its Successors-in-interest and/or assigns.
14. **MASCULINE:** shall include the feminine and vice-versa.

The Map appended and coloured red with this deed shall be treated as a part and parcel of this Deed.

**THE SCHEDULE "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 SCHEDULE "B" ABOVE REFERRED TO:**

**(THE BUILDNG)**

**ALL THAT** Multi-storied building NAMED "JYOTI ENCLAVE" constructed in according to the Building plan duly sanctioned by 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.

**THE SCHEDULE "C" ABOVE REFERRED TO:**

**(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 Schedule '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 said flat more specifically shown in Red coloured in the map annexed with this deed which is the part of this deed.

**THE SCHEDULE "D" ABOVE REFERRED TO:**

**(COMMON AREAS)**

1. **AREA:**
  - a) Entrance, exit Boundary wall, open and/or Covered Path and passage, common toilet for other flats/shops owners and water connections inside the flat.
  - b) Other spaces for installing pumps, electrical and other installations and of common and other installations mentioned hereinafter written.
2. **ELECTRICAL INSTALLATION:** wiring and assembles for lighting of the common paths and wiring from the electrical substation to one point inside or at the main gate of each unit.
3. **DRAINS ETC.:** Drains, sewerage, septic tank and all other pipes including rain water and waste water and concealed or other installation in or around the Building ( except only those are installed within the exclusive area of any Unit and/or exclusively for the use of PURCHASERS)
4. Entrance, exits, boundary walls, common paths and passages.
5. Stair case, Stair case landing on all floors.
6. Rooms and spaces for water pumps, over-head water tanks, reservoir, and water pipes.
7. Foundations, columns, beams, support.
8. Use of lift and accessories
9. **OTHER:** Other common area and installation and/or equipment as are provided in the building for common use and/or enjoyment.

**THE SCHEDULE "E" ABOVE REFERRED TO:**



**(COMMON EXPENSES)**

1. **STAFF:** The salaries of ad all expenses on the staff to be employed for the common purposes including their salaries, bonus and other emoluments and benefits.
2. **ASSOCIATION:** Establishments and all other expenses of the Association including its formation, office, establishment ad also similar expenses of the Vendors of any agency looking after the common purpose until handing over the same to the Association.
3. **FIRE FITTING:** Costs of installation and operating the fire equipment and personal.
4. **Panchayet Tax, Land Tax, Water Tax, Service tax (as per govt. Rules) and other taxes (if any) levied in respect of the premises and the building (save and except those are separately assessed in respect of any unit of the PURCHASERS).**

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first above written in the presence of :-

Signature of the OWNERS/VENDORS/VENDORS

Witnesses:-

1.

2.

Signature of the PURCHASERS

**ANNEXURE-A**

**PART-1**

Received a sum of Rs. 0000,000/- ( \_\_\_\_\_ ) only from the within mentioned purchasers as per the MEMO below

**MEMO OF CONSIDERATION**

TOTAL=	Rs00000000000
--------	---------------

**Witnesses:-**

**Signature of the OWNERS/VENDORS/VENDORS**

1.

2.