

THIS DEED OF SALE is made on this the day of Two Thousand Nineteen

B E T W E E N

(1) **SMT. RATNA CHAKRABORTY (PAN AUQPC3502M)**, wife of Sri Biplab Kumar. Chakraborty, residing at 128/4, Mahendra Banerjee Road, Behala, Kolkata – 700 060 (2) **SRI RANJIT KUMAR GOSWAMI (PAN AZSPG3567H)**, son of late late Nilmoni Goswami (3) **SMT KHUKU CHOWDHURY (PAN APTPC7249H)**, wife of late Benoy Bhusan Chowdhury (4) **SMT MIRA BOSE (PAN BEAPB2826J)**, wife of late Chittaranjan Bose (5) **SMT BIJALI GOSWAMI (PAN AXGPG0456M)**, wife

Of late Anil Kumar Goswami, all owners no. 2,3,4 and 5 are residing at 6/83B, Bijoygarh, Kolkata – 700 032. (6) **SMT BANANI LASKAR (PAN AGRPL4447K)**, daughter of late Anil Kr. Goswami, residing at 15, Regent Place, Kolkata – 700 040, (7) **SRI SOMNATH GUHA (PAN AGJPG1151D)**, son of late Sukhoranjan Guha, residing 84A, Pallisree, Kolkata – 700 092, (8) **SRI PRABIR SENGUPTA (PAN AJIPS7760A)**, son of Sri Ranjit Sengupta, residing at G-97, Baghajatin Colony, Kolkata – 700 086, all by nationality Indian, all by religion Hindu, all hereinafter collectively called and referred to as the “**OWNERS**” (which expression unless repugnant to the context shall mean and include their respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

A N D

(1) _____ son/wife of _____
 and (2) _____, son/wife of _____
 _____, both by faith Hindu, both residing at _____

_____, both hereinafter collectively referred to as the “**PURCHASERS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, legal representatives, administrators and assigns) of the “**THIRD PART**”.

A N D

M/S S.S. CONSTRUCTION (PAN ABOFS1049Q), a partnership firm having its office at No. 1/117A, Azadgarh Colony, Police Station – Jadavpur, Kolkata – 700 040, represented by its partners (1) **SRI PRABIR SENGUPTA (PAN AJIPS7760A)**, son of Sri Ranjit Sengupta

and (2) **SMT KRISHNA SENGUPTA (PAN BLYPS3010C)**, wife of Sri Prabir Sengupta, both residing at No. G-97, Baghajatin Colony, Kolkata – 700 086, hereinafter be referred to as the **“DEVELOPER”** (which expression unless repugnant to the context shall mean and include his heirs, executors, administrators, representatives and assigns) of the **“SECOND PART”**.

WHEREAS:

1. The Government of the State of West Bengal with the intent to rehabilitate the refugees from East Pakistan (now Bangladesh) acquired a vast quantity of land including the plot as hereunder in CS Dag (plot) no. 2228(P), Mouza - Arakpur, Police Station – Sonarpur in the District South 24-Parganas under the provisions of LDP Act 1948/LA Act I of 1894.

2. By an Indenture (of Gift) executed on 19.07.2000 made between the Governor of the State of West Bengal, referred to therein as the donor of the one part and Smt. Ratna Chakraborty, referred to therein as the donee of the other part, registered in the office of Addl. Dist. Registrar at Alipore and recorded in Book No. I, Volume No. II, Pages 117 to 120, Being No. III for the year 2000, the donor therein, for the reason mentioned therein, gave, transferred, granted, assigned and assured to and in favour of the donee therein, all that the homestead land measuring about 13 chittack 04 square feet appertaining to E/P No. 1073B, SP 2365/2, CS Plot No. 2228(P), J.L. No. 39, Mouza Arakpur, Police Station - Jadavpur, District South 24-Parganas (hereinafter be referred to as the SAID PLOT NO-I).

3. By an Indenture (of Gift) executed on 19.07.2000 made between the Governor of the State of West Bengal, referred to therein as the donor of the one part and Anil Kumar Goswami since deceased, referred to therein as the donee of the other part, registered in the

office of Addl. Dist. Registrar at Alipore and recorded in Book No. I, Volume No. II, Pages 109 to 112, Being No. 112 for the year 2000, the donor therein, for the reason mentioned therein, gave, transferred, granted, assigned and assured to and in favour of the donees therein, all that the homestead land measuring about 12 chittack 19 square feet appertaining to E.P. No. 1073D, S.P. 2365/4, CS Plot No. 2228(P), J.L. No. 39, Mouza Arakpur, Police Station - Jadavpur, District South 24-Parganas (hereinafter be referred to as the SAID PLOT NO-II).

4. By an Indenture (of Gift) executed on 19.07.2000 made between the Governor of the State of West Bengal, referred to therein as the donor of the one part Sri Ranjit Goswami, referred to therein as the donee of the other part, registered in the office of Addl. Dist. Registrar at Alipore and recorded in Book No. I, Volume No. II, Pages 105 to 108, Being No. 111 for the year 2000, the donor therein, for the reason mentioned therein, gave, transferred, granted, assigned and assured to and in favour of the donees therein, all that the homestead land measuring about 13 chittack 13 square feet appertaining to E/P No. 1073C, S/P 2365/3, CS Plot No. 2228(P), J.L. No. 39, Mouza Arakpur, Police Station - Jadavpur, District South 24-Parganas (hereinafter be referred to as the SAID PLOT NO-III).

5. By an Indenture (of Gift) executed on 20.03.2004 made between the Governor of the State of West Bengal, referred to therein as the donor of the one part and Dilip Kumar Goswami since deceased, Kukhu Chowdhury and Mira Bose, all collectively referred to therein as the donees of the other part, registered in the office of Addl. Dist. Registrar at Alipore and recorded in Book No. I, Volume No. III, Pages 81 to 84, Being No. 171 for the year 2004, the donor therein, for the reason mentioned therein, gave, transferred, granted, assigned and assured to and in favour of the donees therein, all that the homestead land measuring about 01 cottah 02 chittack 24 square feet appertaining to E/P No. 1073, SP 2365,

CS Plot No. 2228(P), J.L. No. 39, Mouza - Arakpur, Police Station - Jadavpur, District South 24-Parganas (hereinafter be referred to as the SAID PLOT NO-IV).

6. By an Indenture (of Gift) executed on 19.07.2000 made between the Governor of the State of West Bengal, referred to therein as the donor of the one part and Murari Mohan Goswami referred to therein as the donee of the other part, registered in the office of Addl. Dist. Registrar at Alipore and recorded in Book No. I, Volume No. II, Pages 112 to 116, Being No. 113 for the year 2000, the donor therein, for the reason mentioned therein, gave, transferred, granted, assigned and assured to and in favour of the donees therein, all that the homestead land measuring about 13 chittack 02 square feet appertaining to E/P No. 1073A, S.P. No. 23651, CS Plot No. 2228(P), J.L. No. 39, Mouza – Arakpur, Police Station - Jadavpur, District South 24-Parganas (hereinafter be referred to as the SAID PLOT NO -V).

7. By an indenture for sale executed on 04.01.2015 made between the said Murari Mohon Goswami, referred to therein as the vendor of the one part and Sri Somnath Guha, referred to therein as the purchaser of the other part, registered in the office of Addl. Dist. Sub-Registrar at Alipore and recorded in Book No. I, CD Volume No. 18, Pages 813 to 825, Being No. 04028 for the year 2015, the vendor therein, for the consideration mentioned therein, agreed to sell, transfer, grant, assign and assure to and in favour of the purchaser therein, all his 1/4th undivided share of the SAID PLOT NO. V). Prior to that deed of sale the parties in the indenture entered into an agreement for sale executed on 01.07.2009 which was registered in the office of Addl. Dist. Sub-Registrar at Alipore and recorded in Book No. I, CD Volume No. 18, Pages 813 to 825, Being No. 04028 for the year 2009.

8. The said Anil Kumar Goswami died intestate on 26.11.2002 leaving behind him and survived by his wife Smt. Bijali Goswami and only daughter Smt. Banani Laskar. Under the Dayabhanga school of the Hindu Law, upon the death of the said Anil Kumar Goswami, the

said plot No. II in entirety devolved upon his legal heiresses as aforesaid in proportion of undivided $\frac{1}{2}$ share each.

9. Thus Dilip Kumar Goswami, since deceased Khuku Chowdhury and Mira Bose became owners of land in the said premises in proportion of undivided $\frac{1}{3}$ rd share each in the said plot No. IV.

10. Dilip Kumar Goswami, as aforesaid, a confirmed bachelor till his death, died intestate on 04.02.2006 leaving behind him and survived by his following heirs :-

- i) Murari Mohan Goswami (full blood brother),
- ii) Ranjit Kumar Goswami (full blood brother)
- iii) Khuku Chowdhury (full blood sister) and
- iv) Mira Bose (full blood sister)

11. Under the provisions of the Dayabhaga Schools of Hindu Law of succession after demise of Dilip Kumar Goswami as aforesaid, his undivided $\frac{1}{3}$ rd share in the said premises devolved upon his heirs and heiresses as aforesaid in proportion of undivided $\frac{1}{4}$ th share each.

12. By an indenture for sale executed on 25.01.2015 made between the said Murari Mohon Goswami, referred to therein as the vendor of the one part and Sri Prabir Sengupta referred to therein as the purchaser of the other part, registered in the office of Dist. Sub-Registrar at Alipore and recorded in Book No. I, CD Volume No. 7, Pages 276 to 288, Being No. 01409 for the year 2015, the vendor therein, for the consideration mentioned therein, agreed to sell, transfer, grant, assign and assure to and in favour of the purchaser therein, all his $\frac{1}{4}$ th undivided share of the SAID PLOT NO. IV). Prior to that deed of sale the parties in

the indenture entered into an agreement for sale executed on 25.02.2010 which was registered in the office of Addl. Dist. Sub-Registrar at Alipore and recorded in Book No. I, CD Volume No. 7, Pages 276 to 288, Being No. 01409 for the year 2010.

13. Total area of land scattered in plot no. I, plot no. II, plot no. III, plot no. IV and plot no. V comes in aggregate ALL THAT the piece and parcel of the land measuring 5 cottah 11 chittack be the same or a little more or less, in the Kolkata Municipal Corporation preemies no. 35/6/20, Mina Para Road, the Kolkata Municipal Corporation ward No. 95, Police Station – Jadavpur, Kolkata - 700 078, District – South 24-Parganas (more fully and particularly described in the first schedule hereunder written and hereinafter referred to as the SAID PREMISES).

14. The vendors entered on 08.06.2016 into an agreement with the developer for developing the said premises by constructing a multi storied building in the said premises for the terms and conditions mentioned therein.

15. The developer in pursuance of the said development obtained building plan from the Kolkata Municipal Corporation bearing no.2017100161 dated 23.11.2017 and has started construction of building in the land of the said premises comprising of several self independent units of residential flats and car parking spaces and commercial space (hereinafter for brevity be referred to as the SAID BUILDING).

16. The developer, has offered to sell and the purchasers have agreed to purchase ALL THAT one flat measuring about _____ square feet super built-up area on the _____ floor and one car parking space measuring about _____ square feet (more fully and particularly described in the second schedule hereunder written) which includes the undivided share in the common area in the building (more fully and particularly described in

the third schedule hereunder written) at and for a price of Rs. (Rupees

) only payable to the developer and the vendors have agreed to transfer undivided proportionate share of land in the said premises attributable to the said flat and the said car parking space and the vendor has agreed to transfer undivided share of land in the said premises attributable thereto. (The said flat, the said car parking space and the said common areas along with the undivided proportionate share of land attributable thereto hereinafter altogether for brevity hereinafter be referred to as the 'SAID PROPERTY').

17. By an agreement dated (hereinafter be referred to as the **SAID AGREEMENT FOR SALE**) made between the vendors of the first part therein and the confirming party herein (referred to therein as the developer) of the second part and the purchasers herein of the third part whereby the parties therein agreed on the terms inter alia; (i) the confirming party would sell from the said developer's allocation a flat measuring about square feet super built-up area on the floor of the said building and one car parking space measuring about square feet in the ground floor (more fully and particularly described in the second schedule hereunder written and hereinafter be referred to as the '**SAID FLAT and SAID CAR PARKING SPACE**') which includes undivided proportionate share in the common areas for common use in the said building (more fully and particularly described in the third schedule hereunder written and hereinafter be referred to as the **SAID COMMON SPACES**) (ii) the vendors would transfer to the purchasers the undivided proportionate share of land attributable to the said flat and the said common space in the said premises at 35/6/20, Mina Para Road, the Kolkata Municipal Corporation ward No. 95, Police Station – Jadavpur, Kolkata - 700 078, District – South 24-Parganas (The said flat, the said car parking space and the said common space along with the undivided proportionate share of land attributable thereto hereinafter altogether be referred to

as the 'SAID PROPERTY') and (iii) the purchasers would pay to the confirming party a sum of **Rs.** (Rupees) only in aggregate for the said property.

18. The developer completed the said building in pursuance of the agreements as well as the said flat.

19. The purchasers have now, upon being satisfied with the said building, the said flat, the said common space, measurement of the said flat, and being apprised of her rights and obligations called upon the vendors and the confirming party to execute and register a proper deed of conveyance to complete the sale and transfer of the said property in favour of the purchasers so that the purchasers can own and possess the said property for ever and absolutely. It is relevant to mention that only after being satisfied in all corners like legal position, court searching, the purchaser has asked the vendors and the confirming party to get these presents executed and registered.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement for sale and in consideration of the said total sum of **Rs.** (Rupees

) only which the purchasers, before execution of these presents, paid to the confirming party for the said property (the receipt whereof the confirming party doth hereby and also by separate receipt hereunder written admit and acknowledge to have received the same) the vendors and the confirming party, in concurrence of each other in terms and in compliance of said agreements doth hereby acquit release and discharge for ever the said property comprising of the said flat measuring about square feet super built-up area on the floor of the said building and one car parking space measuring about square feet in the ground floor (more

fully and particularly described in the second schedule hereunder written and shown in the plan/map annexed hereto and bordered thereon with 'RED' verge) which includes the undivided proportionate share in the common areas and common facilities attached thereto in the said building (the said common areas described in the third schedule hereunder written) together with the said undivided proportionate share or interest of land attributable thereto at 35/6/20, Mina Para Road, the Kolkata Municipal Corporation ward No. 95, Police Station – Jadavpur, Kolkata - 700 078, District – South 24-Parganas and the vendors and the confirming party, doth hereby grant sell, convey, transfer, assign and assure unto the purchasers the said property TO HAVE AND TO HOLD the said property granted sold conveyed transferred assigned and assured and every part or parts thereof forever, absolutely, and free from all encumbrances whatsoever.

THE VENDORS DOTH HEREBY DECLARE TO THE PURCHASERS as follows:-

I. That the vendors have seized and possessed of and are well and sufficiently entitled to the said undivided proportionate share of land hereby sold granted conveyed transferred and assured or expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner of condition use trust whatsoever. The vendors have good right full power and absolute authority to sell grant convey transfer assign and assure the said undivided share of land with all their estate right title interest property claim and demand whatsoever into or upon the said undivided share unto the purchasers free from all encumbrances trust liens and attachments whatsoever.

II. That the purchasers, shall and will, from time to time and at all times hereafter peaceably and quietly possess and enjoy the said property hereby conveyed and receive rents

issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the vendors or any person or persons lawfully or equitably claiming through under or in trust for them with all right and authority to sell, mortgage, alienate the said property at their discretion.

III. That the said property is free and clear and clearly and absolutely exonerated and discharged from or by the vendors or their predecessors-in-title and well and sufficiently saved defended kept harmless and indemnified of from and against all manner of former or other estates rights titles interests liens charges and encumbrances whatsoever created made done occasioned or suffered by them or any of their predecessors-in-title or any persons rightfully claiming from under or in trust for them.

IV. That the vendors and all persons claiming any right title or interest in the said undivided share of land through from under or in trust for the vendors shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers make do acknowledge and execute or cause to be made done acknowledged and executed all such further acts deeds and things for more perfectly assuring the said undivided share of land hereby conveyed unto the purchasers which may be reasonably required.

V. That the vendors shall not do anything whereby the rights of the purchasers hereunder may be prejudicially affected and shall do all act as may be necessary to ensure the rights available to the purchaser as purchasers and as a co-owners hereunder from the other co-owners.

VI. That the vendors shall, time to time and at all time hereafter upon every reasonable requirements of the purchasers, produce the title deeds, plan and documents in original as referred herein above and supply copy thereof to the purchasers at their cost.

THE CONFIRMING PARTY DOTH HEREBY COVENANT as follows :

I. That the confirming party has neither done any act, deed, matter and things nor has been party to any such act, deeds, matters and things whereby or by reason whereof the confirming party may be prevented from assuring the said property to the purchasers.

II. That the purchasers, shall and will from time to time and at all times hereafter peaceably and quietly possess and enjoy the said property hereby conveyed and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the confirming party or any person or persons lawfully or equitably claiming through under or in trust for them with all right and authority to sell, mortgage, alienate the said property at their discretion.

III. That the confirming party shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the purchasers make do acknowledge and execute or cause to be made done acknowledged and executed all such further acts deeds and things for more perfectly assuring the said property hereby conveyed unto the purchasers which may be reasonably required.

THE PURCHASERS DOTH HEREBY COVENANT as follows :-

1. That the purchaser shall keep the vendors and the confirming party indemnified against all losses damages in respect of the said property and/or part thereof after taking possession of the said property.
2. That the purchaser shall not do any such act or take any steps whereby the right of the owners and/or occupiers of the other portion of the building may be prejudiced.
3. That the purchaser shall observe fulfill and perform the covenants hereunder written and shall regularly pay and discharge all taxes and impositions for the said property wholly and common expenses proportionately and all other out goings in connection with the said property wholly and the said new building proportionately.
4. That the purchaser will not for any reason whatsoever obstruct the vendors and the confirming party in their transferring their respective allocation in the said building.
5. That the purchaser will use the common space commonly with the other co-owners of the said building.
6. That the Purchaser shall bear and pay proportionate share or rates and taxes in respect of the said property from the date of execution of these present or from the date of taking delivery of the said property, whichever is earlier till the said property is separately assessed and/or mutated in the record of the Rajpur-Sonarapur Municipality.

7. That the purchaser shall pay wholly all rents, and impositions in respect of the said property and proportionate in respect of the common portions upon mutation and separate assessment of the said property.

8. That the purchaser shall not any time claim partition of the said undivided proportionate share in the land and/or in the common parts and/or in any of the common areas which the purchaser will enjoy in common with co-owners.

THE PURCHASER SHALL REGULARLY AND PUNCTUALLY PAY the proportionate share of the common expenses as hereunder :

1. all costs of maintenance, opening, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting, the common portions and the common areas of the said building including the outer walls.

2. salary of all persons, employed for the common purpose including security personnel, sweeper, plumber, electrician.

3. all charges and deposits for the common utilities to the said building and/or the said premises.

4. whatsoever taxes payable to the Rajpur-Sonarpur Municipality and/or any other Competent Authority in respect of the said building/premises.

5. cost of formation and operation of association of the flat owners of the building.

6. cost of running, maintaining, repairs and replacement of pumps, transformers and other common installations.
7. cost of running, maintenance, repairs of generator, if separately installed for common use of the flat owners.
8. electricity charges for the electrical energy consumed for the operation of the common services.
9. all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
10. all other taxes, expenses, rates, and other levies, etc. as may be necessary or incidental or liable to be paid by the owners in common including such account as may be fixed for creating a fund for replacement, renovation, painting and/or periodic repairing of the common portions.

THE FIRST SCHEDULE REFERRED TO ABOVE

(description of the said premises)

ALL THAT piece and parcel of homesteaded land, measuring more or less 5 Cottah 11 Chittak 00 Square feet, be the same or a little more or less, lying and situated at Mouza-Arakpur, J.L. No. 39, in C.S, Plot No. 2228(P), E/P No. 1073, 1073A, 1073B & 1073C, S.P. No. 2365, 265/1, 2365/2 & 2365/3, with the limits of the Kolkata Municipal Corporation Ward No. 95, Being KMC Premises No. 35/6/20, Mina Para Road, Police Station-Jadavpur,

Kolkata700032, in the District-South 24 Parganas, together with all user and easement rights on path and passages with all other rights, benefits, privileges, facilities and appurtenances etc. attached therein and thereto and shop in the plan/map annexed hereto and bordered with RED verge, which is butted and bounded as follows:-

On the North	:	By plot E.P No. 1073
On the South	:	By 40' feet K. M. C. Road
On the East	:	By plot E. P No. 1072
On the West	:	By plot E. P No. 1074 & plot E. P No. 1073

THE SECOND SCHEDULE REFERRED TO ABOVE

(description of flat and car parking space hereby sold and conveyed)

ALL THAT piece and parcel of one self contained finished flat measuring square feet super built up area, be the same or a little more or less on the 3rd floor (south-west side) and one open car parking space measuring square feet be the same or a little more or less, in the ground floor of the building along with impartible share or interest on the land underneath, at 35/6/20, Mina Para Road, the Kolkata Municipal Corporation ward No. 95, Police Station – Jadavpur, Kolkata - 700 092, District-South 24-Parganas together with all easement right of common area, passage, entrance and exit to and from the said building and premises with other common utilities and amenities thereto.

THE THIRD SCHEDULE AS REFERRED TO HEREINABOVE

(Common areas)

R. C. C. Columns,

Under ground water reservoir,

Overhead water tank, boundary wall.

Space for meter and pump,

Passage, courtyard, open areas with all easement rights,

Septic tank,

Stair and stair case, stair top room,

Electric installations ,

Lift, lift well, and

All other areas to be used commonly by the flat/space owners of the building. .

IN WITNESSES WHEREOF the parties hereto put their respective hands and seal on these presents on the day month and year first above written.

WITNESSES :

1.

For self and as constituted attorney of

(1) RATNA CHAKRABORTY (2) RANJIT
KUMAR GOSWAMI (3) KHUKU
CHOWDHURY (4) MIRA BOSE (5) BIJOLI
GOSWAMI (6) BANANI LASKAR (7)
SOMNATH GUHA

(VENDORS)

(PURCHASERS)

For S. S. CONSTRUCTION

partners

(DEVELOPER)

MEMO OF CONSIDERATION

RECEIVED from the within named purchaser the within mentioned sum of Rs.

(Rupees) only in the following manner :.

Bank	Branch	Cheque No.	Date	Amount
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WITNESSES :

For S. S. CONSTRUCTION

partners

(DEVELOPER)

Drafted by me and prepared in my office

Santanu Singha,

Advocate,

Alipore Judges, Court,

Bar Library No. 2,

Kolkata – 700 027.
