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THIS DEED OF SALE made on this the day of .....,

Two Thousand Twenty Five (2025) only of the Christian Era

### BY & BETWEEN:

CHANDANA CHATTERJEE-(PAN-AVNPC7876Q & ADHAR No.9218 1922 0231 & Mobile No.8481010973), daughter of Late Ram Chandra Chatterjee, by caste & religion-'Hindu', by occupation-'Domestic Work', by Nationality-"Indian', residing at premises No.1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cossipore, Kolkata-700036 in the State of West Bengal,

herein after called and referred to as the 'LAND OWNER' (which term or expression shall unless excluded' by or repugnant to the subject or context be deemed to mean and including their Legal heirs, representatives, successors, executors, administrators and /

or assigns) of the **FIRST PART**, represented by her constituted attorney (1) SK. SAMSAD (PAN-CCUPS8420G & Mobile No.9830540034), son of Sk. Alam Klierat, by faith-'Muslim', by occupation-'Business', residing at Premises No.96/H/7, Cossipore Road, P.O-& P.S-Cossipore, Kolkata-700002, (2) SRI RAJESH KUMAR SHAW (PAN-AZLPS3643G & Mobile No.9830182080), son of Late Kishorilal Shaw, by caste & religion-'Hindu', by occupation-'Business', residing at premises No.7/J, Gopi Mondal Lane, P.O & P.S-Cossipore, Kolkata-700002, by virtue of **Power-of-Attorney**, dated 02.11.2022, registered before the A.D.S.R. O-Cossipore, Dum Dum and recorded as Book No.1, Volume No.1506-2022, Pages from 497115 to 497131, being No.150614319 for the year of 2022.

#### AND

MR. VIRENDRA KUMAR JAISWAL (PAN-ARIPS6225L, D.O.B:24.03.1973, AADHAAR No.8231-0055-4769), son of Sri Jamuna Prasad Jaiswal, by caste and religion-'Hindu', by occupation-'Service', by nationality-'Indian', residing at premises No.14/A, Ramtanu Bose Lane, Post Office-Beadon Strteet, P.S- P.S-Girish Park, Kolkata-700006, hereinafter referred to as the **PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and included their legal heirs, successors, Legal representatives, representatives, executors, administrators and / or assigns) of the **SECOND PART**.

#### AND

"M/S. S.R. CONSTRUCTION" (PAN-ADPFS2967G), a partnership Firm, having its registered office at premises No.17/12, Satchasi Para Road, P.O & P.S-Cossipore, Kolkata-700002, District-

North 24 Parganas, represented by its partners (1) SK. SAMSAD (PAN-CCUPS8420G & Mobile No.9830540034), son of Sk. Alam Klierat, by faith-'Muslim', by occupation-'Business', residing at Premises No.96/H/7, Cossipore Road, P.O-& P.S-Cossipore, Kolkata-700002, (2) SRI RAJESH KUMAR SHAW (PAN-AZLPS3643G & Mobile No.9830182080), son of Late Kishorilal Shaw, by caste & religion-'Hindu', by occupation-'Business', residing at premises No.7/J, Gopi Mondal Lane, P.O & P.S-Cossipore, Kolkata-700002, hereinafter called and referred to as the "DEVELOPERS / CONFIRMING PARTIES" (which term or expression shall unless or otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators and legal representatives and assigns) of the THIRD PART.

#### AND

In this Indenture unless it be contrary or repugnant to the subject or context the following words shall have the following manner:

- (I) "OWNERS/VENDOR": Shall mean and include CHANDANA CHATTERJEE daughter of Late Ram Chandra Chatterjee, by caste & religion-'Hindu', residing at premises No.1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cossipore, Kolkata-700036 in the State of West Bengal, including her respective heirs, heiresses, executors, administrators and legal representatives
- (II) PURCHASERS: shall mean and include MR. VIRENDRA KUMAR JAISWAL, son of Sri Jamuna Prasad Jaiswal, residing at premises No.14/A, Ramtanu Bose Lane, Post Office-Beadon Strteet, P.S-P.S-Girish Park, Kolkata-700006, including their respective heirs, heiresses, executors, administrators and legal representatives.
- (III) "DEVELOPER': Shall mean "M/S. S.R. CONSTRUCTION" (PAN-ADPFS2967G), a partnership Firm, having its registered office at premises No.17/12, Satchasi Para Road, P.O & P.S-Cossipore, Kolkata-700002, District-North 24 Parganas, represented by its partners (1) SK. SAMSAD son of Sk. Alam Klierat, residing at

Premises No.96/H/7, Cossipore Road, P.O-& P.S-Cossipore, Kolkata-700002, **(2) SRI RAJESH KUMAR SHAW** son of Late Kishorilal Shaw, residing at premises No.7/J, Gopi Mondal Lane, P.O & P.S-Cossipore, Kolkata-700002,

- (IV) TITLE DEED shall mean a (1) Deed of Partition, dated 18.05.2018, registered before the Additional District Sub Registrar of Cossipore Dum Dum and recorded as Book No.1, Volume No1506-2018, Pages from 194386 to 194429, being No.150604314 for the year of 2018 (2) Deed of Gift, dated 27.07.2018, registered before the Additional District Sub Registrar of Cossipore, Dum Dum and recorded as Book No.1, Volume No1506-2018, Pages from 304210 to 304245, being No.150606891 for the year of 2018, Tax Receipt & other Papers & documents.
- (V) THE LAND & BUILDING: Shall mean the Land, measuring about 5 Cottahs along with G+IV Storied building with Lift facility to be constructed on the Land of premises No.1/1, Kasiswar Chatterjee Lane, (Previously known as 1, Kasiswar Chatterjee Lane) Police Station Cossipore, Kolkata-700036, within the Limitation of Ward No.001 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R.O-Cossipore Dum Dum, District Registry Office—Barasat in the District of North 24 Parganas.
- (VI) "PROPERTY"; shall mean the Land, measuring about 5 Cottahs along with G+IV Storied building with Lift facility to be constructed on the Land of premises No.1/1, Kasiswar Chatterjee Lane, (Previously known as 1, Kasiswar Chatterjee Lane) Police Station Cossipore, Kolkata-700036, within the Limitation of Ward No.001 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R.O Cossipore, Dum Dum, D.R-Barasat in the District of North 24 Parganas" hereinafter referred to as the Schedule 'A' "Property".
- (VII) "FLAT/UNIT: Shall mean the flat, measuring about 1020 Square feet including Super built up area, (Front side) West side on the 3<sup>rd</sup> floor of the G+IV Storied building with Lift facility to be constructed on the Land of premises No.1/1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, within the Limitation of Ward No.001 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R.O-Cossipore Dum Dum, District Registry Office-Barasat in the District of North 24 Parganas.

- (VII) "BUILDING PLAN": Shall mean the building Plan No.2023010081, sanctioned by the Kolkata Municipal Corporation on 2<sup>nd</sup> day of August,2023 under Section 393A of the Kolkata Municipal Corporation Act,1980 complying KMC Rules of the Kolkata Municipal Corporation.
- (IX) PARTY & PARTIES: The Sellers and the Purchasers and Developer are hereinafter individually referred to as a "Party" and collectively referred to as "Parties".

WHEREAS Satish Chandra Chatterjee, son of Late Abinash Chandra Chatterjee and Hari Charan Chatterjee are sons of Late Girish Chandra Chatterjee were the joint owners and Co-Shares in respect of 50% share each of in both the parties in respect of the Land, measuring an area of 14 Cottahs along with critical dilapidated Two Storied building, measuring about 3000 Square feet, situated at premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Assessee No.11-001-080-001-8, Borough-1, within the Limitation of Ward No.001 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R.O Cossipore Dum Dum and D.R-Barasat in the District of North 24 Parganas.

AND WHEREAS during the peaceful possession & enjoyment of the said Land, measuring an area of 14 Cottahs along with critical dilapidated Two Storied building, measuring about 3000 Square feet, situated at premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Assessee No.11-001-080-001-8, Borough-1, within the Limitation of Ward No.001 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R.O Cossipore Dum Dum and D.R.O-Barasat in the District of North 24 Parganas; Hari Charan Chatterjee died intestate on 24.01.1957 leaving behind his wife Smt Pravabati Debi as only Legal Heir & Successor according to the Hindu Succession Act,1956, who inherited undivided 50%

share of the land & building premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, within the Limitation of Ward No.001 of the Kolkata Municipal Corporation.

**AND WHEREAS** thereafter the said **PRAVABATI DEBI** died intestate on 08.11.1960 as issue less.

AND WHEREAS after the demise of the said Hari Charan Chatterjee, Pravabati Debi their nephew namely Satish Chandra Chatterjee became the absolute owner of the Land, measuring an area of 14 Cottahs along with critical dilapidated Two Storied building measuring about 3000 Square feet, situated at premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Borough-1, within the Limitation of Ward No.001 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R.O Cossipore Dum Dum and D.R.O-Barasat in the district of North 24 Parganas.

AND WHEREAS in such a way of the world, Satish Chandra Chateerjee died intestate on the 27<sup>th</sup> day of May, 1968 leaving behind his wife (1) Hari Dasi Devi & two sons namely (2) Ram Chandra Chatterjee (3) Sri Shyam Chandra Chatterje and one daughter namely (4) Bimala Chatterjee as his legal heirs and representatives according to the Hindu Succession Act, 1956.

AND WHEREAS after the demise of the said Hari Charan Chatterjee Pravabati Debi and Satish Chandra Chatterjee; (1) Hari Dasi Devi (2) Ram Chandra Chatterjee, (3) Sri Shyam Chandra Chatterje and Bimala Chatterjee became the joint owners of the Land, measuring an area of 14 Cottahs along with

critical dilapidated Two Storied building, measuring about 3000 Square feet, comprised in premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Borough-1, within the Limitation of Ward No.001 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R.O Cossipore Dum Dum and D.R-Barasat in the district of North 24 Parganas.

AND WHEREAS in the same way during the peaceful possession & enjoyment of the said Land, measuring an area of 14 Cottahs along with critical dilapidated Two Storied building measuring about 3000 Square feet, comprised in premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, within the Limitation of Ward No.001 of the Kolkata Municipal Corporation; Smt Hari Dasi Devi has seen her pilot face to face on 2<sup>nd</sup> day of October,1968 leaving behind her two sons namely (1) Ram Chandra Chatterjee, (2) Sri Shyam Chandra Chatterje (unmarried) and one un-married daughter namely (3) Bimala Chatterjee as her legal heirs and representatives according to the Hindu Succession Act,1956, who are inherited undivided share of the land & building of premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Ward No.001 of the Kolkata Municipal Corporation, left by Hari Dasi Devi.

AND WHEREAS it may be mentioned here that the inheritance of the property by Satish Chandra Chatterjee has been duly affirmed full blooded brother's son of Sri Hari Charan Chatterjee by virtue of the judgement passed by the Hon'ble High Court at Calcutta in connection with Appeal No.1163 of 1970.

AND WHEREAS thereafter Bimala Chatterjee, who was bachelor died intestate on the 03<sup>rd</sup> day of November,2005 leaving behind her two brothers namely (1) Ram Chandra Chatterjee and (3) Sri Shyam Chandra Chatterje as her legal heirs and representatives according to the Hindu Succession Act,1956, who are became the joint absolute owners of the Land, measuring an area of 14 Cottahs along with critical dilapidated Two Storied building measuring about 3000 Square feet, comprised in premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, Borough-1, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation.

AND WHEREAS during the peaceful possession & enjoyment of the said Land, measuring about 14 Cottahs along with critical dilapidated Two Storied building, measuring about 3000 Square feet, situated at premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, within the Limitation of Ward No.001 of the Kolkata Municipal Corporation, particularly described in the Schedule 'A hereunder one of the Co-owners/sharers Ram Chandra Chatterjee died intestate on 16th day of April, 2012 leaving behind his wife (1) REBA CHATTERJEE, one son namely (2) SRI SUKUMAR CHATTERIEE and unmarried two daughters namely (3) MISS SUKLA CHATTERJEE, (4) MISS CHANDANA CHATTERJEE, who are jointly became the 50% share holder of the undivided Land & building premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, within the Limitation of Ward No.01 of the Kolkata Municipal Corporation with other Co-owners/sharers namely Sri Shyam Chandra Chatterje.

AND WHEREAS after the demise of the said (1) Hari Charan Chatterje, (2) Pravabati Debi, (3) Satish Chandra Chatterjee, (4) Bimala Chatterjee and (5) Ram Chandra Chatterjee; (1) Sri Shyam Chandra Chatterje (2) Reba Chatterjee, (3) Sri Sukumar Chatterjee, (4) Miss Sukla Chatterjee, (5) Miss Chandana Chatterjee became the joint owners of an undivided Land, measuring an area of 14 Cottahs along with critical dilapidated Two Storied building, measuring about 3000 Square feet, situated at premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036 made an Amicable Partitioned the Land, measuring about 10 Cottahs along with 1500 Square feet Two Storied building out of the said 14 Cottahs Land along with critical dilapidated Two Storied building, measuring about 3000 Square feet, comprised in premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, by virtue of the Deed of Partition, dated 18.05.2018, registered before the Additional District Sub Registrar of Cossipore Dum Dum and recorded as Book No.1, Volume No.1506-2018, Pages from 194386 to 194429, being No.150604314 for the year of 2018.

AND WHEREAS by virtue of the above said Deed of Partition, dated 18.05.2018, being No.150604314 for the year of 2018; (1) REBA CHATTERJEE, wife of Late Ram Chandra Chatterjee, (2) SRI SUKUMAR CHATTERJEE, son of Late Ram Chandra Chatterjee, (3) MISS SUKLA CHATTERJEE, daughter of Late Ram Chandra Chatterjee, (4) MIS CHANDANA CHATTERJEE, daughter of Late Ram Chandra Chatterjee, all are residing at premises No.1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cosipore, Kolkata-700036 became the joint owners of the Land, measuring about 5 Cottahs

along with critical dilapidated Two Storied building, measuring about 1500 Square feet, situated on the North side of the premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, particularly described in the Schedule "A" herein below.

**AND WHEREAS** in the manner aforesaid after becoming the joint Owners of the Land, measuring about 5 Cottahs along with critical dilapidated Two Storied building, measuring about 1500 Square feet. situated on the South side of the premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, (1) **REBA CHATTERJEE**, wife of Late Ram Chandra Chatterjee, (2) SRI SUKUMAR CHATTERJEE, son of Late Ram Chandra Chatterjee, (3) MISS SUKLA CHATTERJEE, daughter of Late Ram Chandra Chatterjee, all are residing at premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036 Gifted their undivided 3/4th share of the Land, measuring about 3 Cottahs 12 Chittaks along with critical dilapidated Two Storied building, measuring about 1125 Square feet, out of the Land measuring about 5 Cottahs along with critical dilapidated Two Storied building, measuring about 1500 Square feet of the premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036 in favour of MIS CHANDANA CHATTERJEE, daughter of Late Ram Chandra Chatterjee, residing at premises No.1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cossipore, Kolkata-700036 by virtue of the Deed of Gift, dated 27.07.2018, registered before the Additional District Sub Registrar of Cossipore, Dum Dum and recorded as Book No.1, Volume No.1506-2018, Pages from 304210 to 304245, being No.150606891 for the year of 2018.

AND WHEREAS the said CHANDANA CHATTERJEE, daughter of Late Ram Chandra Chatterjee, residing at premises No.1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cossipore, Kolkata-700036 acquired undivided Land, measuring about 3 Cottahs 12 Chittaks along with 1125 Square feet critically dilapidated Two Storied building by virtue of the above stated Deed of Gift, and herself was undivided 1/4th (900 Square feet) share of the Land along with undivided 325 Square feet two storied building.

AND WHEREAS in the above said manner MIS CHANDANA CHATTERJEE, daughter of Late Ram Chandra Chatterjee, residing at premises No.1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cossipore, Kolkata-700036 became the absolute owner of the Land, measuring about 5 Cottahs along with critical dilapidated Two Storied building, measuring about 1500 Square feet, comprised in premises No.1,Kasiswar Chatterjee Lane, Police Station-Cossipore, Kolkata-700036, presently known and recorded as premises No.1/1, Kasiswar Chatterjee Lane, Police Station-Cossipore, Kolkata-700036 within the Limitation of Ward No.001 of the Kolkata Municipal Corporation.

AND WHEREAS in the manner above said after becoming the owner of the Land, measuring about 5 Cottahs along with critical dilapidated Two Storied building, measuring about 1500 Square feet of the premises No.1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, MIS CHANDANA CHATTERJEE, daughter of Late Ram Chandra Chatterjee, residing at premises No.1, Kasiswar Chatterjee Lane, P.S-Cossipore, Kolkata-700036 filed an application for mutation Separation before the Assessor-Collector

(North) of the Kolkata Municipal Corporation who has recorded /mutated her name in the Assessment Book Copy of the Kolkata Municipal Corporation, which approved and recoded as premises No.1/1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cossipore, Kolkata-700036 and remaining portions of the Land, measuring about 9 Cottas has been recorded as Old and same premises No.1, Kasiswar Chatterjee Lane, P.S-Cossipore, Kolkata-700036.

AND WHEREAS during her peaceful enjoyment of the Land in question; MIS CHANDANA CHATTERJEE, daughter of Late Ram Chandra Chatterjee, residing at premises No.1, Kasiswar Chatterjee Lane, P.S-Cosipore, Kolkata-700036 wanted to construct a Multi Storied building in accordance with sanctioned building Plan, to be sanctioned by the Kolkata Municipal Corporation.

But due to acute financial stringency and/or paucity of funds and as well as lack of knowledge, the owner is unable to proceed further in the construction work on the said Land, particularly described in the schedule 'A' hereunder. **AND AS SUCH** the Owner **MIS CHANDANA CHATTERJEE**, daughter of Late Ram Chandra Chatterjee, residing at premises No.1, Kasiswar Chatterjee Lane, P.O-Baranagar, P.S-Cosipore, Kolkata-700036 was searching Developers/Promoters who can take the responsibility of successful construction on the land at their own arrangement and expenses.

AND WHEREAS having came to know the intention of the present Owner; the Developers / Promoters "M/S. S. R CONSTRUCTION" a partnership Firm, having its registered office at premises No.17/12, Satchasi Para Road, P.O & P.S-Cossipore,

Kolkata-700002, represented by its partners namely (1) SK. SAMSAD, son of Late Sk. Alam Khairat, residing at premises No.96/H/7, Cossipore Road, P.O-& P.S-Cossipore, Kolkata-700002, (2) SRI RAJESH KUMAR SHAW, son of Late Kishorilal Shaw, residing at premises No.7/J, Gopi Mondal Lane, P.O & P.S-Kolkata-700002, Cossipore, approached the Owner MIS CHANDANA CHATTERJEE, daughter of Late Ram Chandra Chatterjee, residing at premises No.1, Kasiswar Chatterjee Lane, P.S-Cosipore, Kolkata-700036 to development the Land, particularly described in the schedule 'A' hereunder in accordance with the Building Plan, to be sanctioned by the Kolkata Municipal Corporation at his own arrangement and expenses.

AND WHEREAS the Owner having thus been approached by the Developers agreed to allow the Developers to develop the said land the Land, measuring about 5 Cottahs after demolishing the existing structure of the premises No.1/1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, within the Limitation of Ward No.001 of the Kolkata Municipal Corporation, particularly described in the Schedule 'A' hereunder and entered into a Joint Venture Agreement, dated 09.08.2018, registered before the A.D.S.R. O-Cossipore, Dum Dum and recorded as Book No.1, Volume No.1506-2018, Pages from 317141 to 317181, being No.150607145 for the year of 2018 with the terms & conditions written therein.

AND WHEREAS in terms & conditions of the said Joint Venture Agreement, dated 09.08.2018, registered before the A.D.S.R. O-Cossipore, Dum Dum and recorded as Book No.1, Volume No.1506-2018, Pages from 317141 to 317181, being No.150607145 for

the year of 2018 executed a separate registered Power-of-Attorney, dated 02.11.2022, registered before the A.D.S.R. O-Cossipore, Dum Dum and recorded as Book No.1, Volume No.1506-2022, Pages from 497115 to 497131, being No.150614319 for the year of 2022.

AND WHEREAS in terms & conditions of the said Joint Venture Agreement, dated 09.08.2018, registered before the A.D.S.R. O-Cossipore, Dum Dum and recorded as Book No.1, Volume No.1506-2018, Pages from 317141 to 317181, being No.150607145 for the year of 2018 and registered Power-of-Attorney, dated 02.11.2022, registered before the A.D.S.R. O-Cossipore, Dum Dum and recorded as Book No.1, Volume No.1506-2022, Pages from 497115 to 497131, being No.150614319 for the year of 2022 started the construction work of the G+4 storied building after obtaining Sanctioned building Plan No.2023010081, sanctioned by the Kolkata Municipal Corporation on 2nd day of August,2023 under Section 393A of the Kolkata Municipal Corporation Act,1980 complying KMC Rules of the Kolkata Municipal Corporation.

AND WHEREAS during the construction of the building on the Land, particularly described in the schedule "A" hereunder; the Vendor/Owner and the Developer declared to sale the flats & Garages to the intending purchaser or purchasers out of her Developers' allocation.

**AND WHEREAS MR. VIRENDRA KUMAR JAISWAL**, son of Sri Jamuna Prasad Jaiswal, residing at premises No.14/A, Ramtanu Bose Lane, Post Office & P.S-Beadon Street, P.S- Girish Park, Kolkata-700006, the Purchaser herein with the understanding way came to

know the intention of the Vendor /Owner, expressed their good intention and gave an offer to purchase a complete flat, measuring about 1020 Square feet including Super built up area on the 3<sup>rd</sup> floor in the G+IV Storied building, comprised in premises No.1/1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, of the Kolkata Municipal Corporation and all other common amenities and facilities, more fully and particularly described in the Schedule 'C' & 'D' hereunder AND as such the Purchasers inspected all the papers / documents relating with title of the Land and being agreed at or for price Rs.43,14,600/-(Rupees Forty Three Lakh Fourteen Thousand Six Hundred) only and entered into this Agreement for Sale on this the 26<sup>th</sup> day of February,2025, the terms and conditions written herein below:-

NOW, it is necessary to execute and register the Deed of Sale in respect residential flat, measuring about 1020 Square feet including Super built up area on the 3<sup>rd</sup> floor ........ side in the straight G+4 Storied building TOGETHER WITH proportionate undivided impartible share on the Land, measuring about 5 Cottahs along with G+IV Storied building with Lift facility to be constructed on the Land of premises No.1/1, Kasiswar Chatterjee Lane, (Previously known as 1, Kasiswar Chatterjee Lane) Police Station Cossipore, Kolkata-700036, within the Limitation of Ward No.001 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R.O- Cossipore, Dum Dum, D.R-Barasat in the District of North 24 Parganas.

1. THAT pursuant to the said terms & conditions of the Agreement for Sale, dated 26.2.2025 and in lieu of the total Consideration a sum of Rs. 43,14,600/-(Rupees Forty Three Lakh Fourteen Thousand Six Hundred) only paid by the Purchasers to the Vendors & Developer

and the Owner/Developer does hereby sell, transfer and alienate the right, title and interest in-respect of the **flat**, measuring about 1020 Square feet including Super built up area on the 3<sup>rd</sup> floor, Tiles finished floor,....... side in straight G+4 Storied building TOGETHER WITH proportionate undivided impartible share on the Land, measuring about 5 Cottahs along with G+IV Storied building with Lift facility to be constructed on the Land of premises No.1/1, Kasiswar Chatterjee Lane, (Previously known as 1, Kasiswar Chatterjee Lane) Police Station Cossipore, Kolkata-700036, within the Limitation of Ward No.001 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R.O-Cossipore, Dum Dum, D.R-Barasat in the District of North 24 Parganas, particularly described in the schedule 'A' hereunder to and in favour of the Purchasers.

- 2. THAT the Purchasers have paid the entire Sale consideration a sum of Rs. 43,14,600/-(Rupees Forty Three Lakh Fourteen Thousand Six Hundred) only to the Vendors/Developer on different dates, before the execution of this indenture, particularly written in the Mode of Payment of the bottom of the indenture.
- 3. THAT the Vendors/Developer do/does hereby admits and acknowledges the receipt of the said total sale consideration of Rs. 43,14,600/-(Rupees Forty Three Lakh Fourteen Thousand Six Hundred) only and nothing remains due from the Purchasers.
- 4. THAT the Purchasers shall have become the joint Owners of the purchased the flat, measuring about 1020 Square feet including Super built up area on the 3<sup>rd</sup> floor, Tiles finished floor,...... side in straight G+4 Storied building TOGETHER WITH proportionate

undivided impartible share on the Land, measuring about 5 Cottahs along with G+IV Storied building with Lift facility to be constructed on the Land of premises No.1/1, Kasiswar Chatterjee Lane, (Previously known as 1, Kasiswar Chatterjee Lane) Police Station Cossipore, Kolkata-700036, and within the jurisdiction of A.D.S.R.O-Cossipore, Dum Dum, District Registry Office—Barasat in the District of North 24 Parganas, particularly described in the schedule 'A' below hereunder in this indenture. The Purchasers are entitled to use and enjoy the same in the manner they like without interruption from any one and they may get their names recorded in the relevant records after expunging the names of the Vendors on the sold flat and the Purchasers also entitled to use open common places and all other common facilities, particularly described in the Schedule 'C' & 'D' herein below, as provided by the Ownership Apartment Act, 1972.

- 5. THAT the Vendors /Developers ceased to have any right, over the flat to this Deed and all the taxes upto this date have been paid by the Vendors and now it is the responsibility of the Purchasers to pay the same henceforth.
- 6. THAT all the right of the Vendors/Developer/Transferor in respect of the said flat, measuring about 1020 Square feet including Super built up area on the 3<sup>rd</sup> floor, Tiles finished floor,....... side in straight G+4 Storied building TOGETHER WITH proportionate undivided impartible share on the Land, measuring about 5 Cottahs along with G+IV Storied building with Lift facility to be constructed on the Land of premises No.1/1, Kasiswar Chatterjee Lane, (Previously known as 1, Kasiswar Chatterjee Lane) Police Station Cossipore, Kolkata-700036 within the Limitation of Ward No.001 of the Kolkata Municipal

Corporation, particularly described in the schedule 'A' hereunder, below in this indenture stands transferred to the Purchaser. From this day the Vendors/Developer ceases to have any concern on the sold flat.

- 7. THAT after being full satisfied with the title of the Owners including related all documents and in respect of the construction of the buileding; the Purchasers is being agreed to get registration of the 'B' schedule flat which was written hereunder.
- 8. THAT all the taxes and other dues in respect of the flat, measuring about 1020 Square feet including Super built up area on the 3<sup>rd</sup> floor ....... side Tiles finished floor, ...... side in straight G+4 Storied building, particularly described in the schedule 'B' herein below TOGETHER WITH proportionate undivided impartible share on the Land, measuring about 5 Cottahs along with G+IV Storied building with Lift facility to be constructed on the Land of premises No.1/1, Kasiswar Chatterjee Lane, (Previously known as 1, Kasiswar Chatterjee Lane) Police Station Cossipore, Kolkata-700036 within the Limitation of Ward No.001 of the Kolkata Municipal Corporation, particularly described in the schedule 'A' below in this indenture.
- 9. THAT if due to act of FORCE MAJEURE or any reason in respect of the straight G+4 Storied building of premises No. 1/1, Kasiswar Chatterjee Lane, (Previously known as 1, Kasiswar Chatterjee Lane) Police Station Cossipore, Kolkata-700036 within the Limitation of Ward No.001 of the Kolkata Municipal Corporation, falls, then the Purchasers shall be entitled to get the land of their proportionate share.

- 10. THAT "Force Majeure" shall mean flood, earthquake, riot war, storm, tempest, civil, commotion strike and/or any other act or commission beyond the control of the parties hereto.
- 11. THAT the flat, particularly described in the schedule 'B' herein below in this indenture is being transferred in favour of the Purchasers on the total Consideration money Rs. 43,14,600/-(Rupees Forty Three Lakh Fourteen Thousand Six Hundred) only and the stamp duty is being paid present Market Value of the flat in question according to the Query No....., dated ....., obtained from the server.

# **SCHEDULE - 'A' ABOVE REFERRED TO:**

(Description of the Entire Land & building)

ALL THAT piece and parcel of homestead Land, measuring about 5 Cottahs along with G+4 Storied building measuring, situated at premises No.1/1, Kasiswar Chatterjee Lane, (Previously known as 1, Kasiswar Chatterjee Lane) Police Station Cossipore, Kolkata-700036, Assessee No.11-001-080-069-9, Borough-01, within the Limitation of Ward No.001 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R.O-Cossipore, Dum Dum and D.R-Barasat in the District of North 24 Parganas, butted and bounded as follows:-

ON THE NORTH: Other Part of the Land.

ON THE SOUTH : 2/B, Kasiswar Chatterjee Lane.

ON THE EAST : Vacant Land of the both

**ON THE WEST**: 20 Feet Wide Kasiswar Chatterjee Lane.

# **SCHEDULE - 'B' ABOVE REFERRED TO:**

(The Flat hereby to be Sold)

ALL THAT piece and parcel of a self contained flat, measuring about 1020 Square feet including Super built up area, consisting of Three Bed Rooms, One Dinning Cum Drawing Room, One Kitchen, Two Toilets and One Balcony on 3<sup>rd</sup> floor, Front side (West) in the G+IV Storied building, comprised in premises No.1/1, Kasiswar Chatterjee Lane, Police Station Cossipore, Kolkata-700036, within the Limitation of Ward No.001 of the Kolkata Municipal Corporation and within the jurisdiction of A.D.S.R.O- Cossipore, Dum Dum and D.R-Barasat in the District of North 24 Parganas.

### **SCHEDULE 'C' ABOVE REFERRED TO:**

(Common Rights and Responsibilities)

- 1) Staircase on all floors facility.
- 2) Staircase on landing on all floors.
- 3) Common Passage, Lobby and other space such as common user of the roof of the Building.
- 4) Water Pump, Water Tank and other common Plumbing Installations.
- 5) Electrical wiring meter and fittings.
- 6) Drainage and sewers.
- 7) Pumping House.
- 8) Boundary walls and main gates.

9) Such other common parts, areas, equipments, installation, fixtures fittings and side and back space in or about the said building as are necessary for passage and use and occupancy of the flats in common.

# <u>SCHEDULE 'D' ABOVE REFERRED TO</u>: (Common Expenses)

- 1) All costs of maintenance, operating, replacing, whitewashing, painting, re-decorating and lighting the common parts and also the outer walls of the Building.
- 2) Insurance premium for insuring the building against earthquake, fire, mob, damage, civil commotions etc.
- 3) All Charges and deposit for supplies of common utilities.
- 4) Municipal Taxes and other outgoings as are those separately assessed on the respective unit.
- 5) All litigation expenses for protection of the title of the Land and Building.
- 6) All expenses referred to above shall be borne by the Cotransferees and from the date of taking charges and occupation of
- 7) their respective units.

**RECEIVED** of and from the within named Purchasers the sum of Rs. 43,14,600/-(Rupees Forty Three Lakh Fourteen Thousand Six Hundred) only being the total consideration money, contained within mentioned paid by the Purchasers to the Vendors/Developer as per Memo below on or before the registration of Sale Deed against the flat, particularly described in the schedule 'B' herein below..

# MODE OF PAYMENT

SI I	Sl No. Cheque No		Date	Name of Bank & Branch			Amount in Rs.			
1.										
2										
								Tota	l Rs.43,	14,600/-
Total	R	upees	43	3,14,600/	-(Rupees	3	Forty	Three	Lakh	Fourteen
Thous	and	d Six F	Iuno	dred) onl	у.					
Witne	ss:	-								
1.										
					-	S	IGNAT	URE OF	THE RE	CIPIENT
2.										

IN WITNESS WHEREOF we, the parties have hereunto voluntarily and full consciousness of mind, free from any request of others as well as appreciated the contents and meaning of this Indenture put our respective hands and seals on this the day of ......, 2025 of the Christian Era.

SIGNED, SEALED AND DELIVERED by the within named parties at Calcutta City in the presence of WITNESSES:

1. Constituted Attorney of

SIGNATURE OF VENDOR

2. SIGNATURE OF PURCHASERS

SIGNATURE OF DEVELOPER

Drafted & Prepared by:

UJJWAL TRIVEDI, Advocate Bar Association, Room No. 9, High Court, Calcutta Enrollment No.W.B-2780/1999 Mobile Phone No.9073037551

Computer Composed by:

### **SATYAKI TRIVEDI**

17/12, Satchasi Para Road, Calcutta-700002.