

**DEED OF SALE**

**THIS AGREEMENT FOR SALE** is executed on this.....day of  
....., in the year 2026.

**BETWEEN**

(1) **SMT. PUTUL ROY (PAN-ADEPR5694N)**, wife of Sri Tapan Kumar Roy, by Faith - Hindu, by Occupation - Business, by Nationality – Indian, (2) **SMT. MONALISA DEY alias MONALISA ROY (PAN-AFOPR0446L)**, wife of Saugata Kumar Dey and daughter of Sri Tapan Kumar Roy, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, (3) **SMT. BONI ROY (PAN-AORPR1062E)**, wife of Souranic Banik and daughter of Sri Tapan Kumar Roy, by Faith - Hindu, by Occupation Business, by Nationality - Indian, all are residing at 143, Bidhan Sarani, VTC, P.O. - Beadon Street, P.S. - Burtolla, Kolkata - 700006, hereinafter jointly referred to as the “**LAND OWNERS/FIRST PARTY**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the ‘**FIRST PART**’;

**AND**

**RAINBOW DEVELOPERS (PAN ABGFR2615D)**, a partnership firm having its office at 54B, Hari Ghosh Street, Kolkata-700006, P.O Beadon Street, P.S Burtola, West Bengal represented by partners namely (1) **MR. SOURANIC BANIK (PAN NO: AHSPB8595J) (AADHAAR NO:557185834050)** son of Sankar Banik by nationality Indian, by faith Hindu, by occupation Business, resident of H/1/10, Durgabari, Aswini Nagar, Baguiati, P.O. Aswini Nagar, P.S Baguiati, Kolkata-700159 and (2) **MS. BONI ROY (PAN NO.AORPR1062E) (AADHAAR NO. 869628616414)** daughter of Mr. Tapan Kumar Roy by nationality Indian, by faith Hindu, by Occupation-Business, resident of 143 Bidhan Sarani, Kolkata 700006, P.O. Beadon Street, P.S-Burtolla, hereinafter referred to as the “**DEVELOPER/ SECOND PARTY**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successor-in-office and assigns) of the ‘**SECOND PART**’;

**AND**

(1) SRI....., PAN : ....., Adhar no ..... Son of ....., by faith :....., by Nationality : Indian, by Occupation : Service/Business, (2) SMT....., PAN : ....., Adhar no ..... Wife of ....., by faith :....., by Nationality : Indian, by Occupation : Housewife/Service, both residing at ....., hereinafter jointly referred to as the “**PURCHASERS**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the ‘**THIRD PART**’;

**WHEREAS** One ROSEVALLEY DISTRIBUTORS PRIVATE LIMITED became the Sole and absolute owner of ALL THAT unfinished more than 32 years old four storied building together with land measuring about 7 Cottah 29 sq.ft. more or less of the Municipal Premises No. 54B, Hari Ghosh Street, Kolkata - 700006, P.S. - Burtolla, by virtue of a Registered Deed of Conveyance dated 17th day of September, 2011 registered before Additional Registrar of Assurances-II, Kolkata being Book No. I, CD Volume No.46, Pages from 2594 to 2625, Being No. 12126, for the year 2011 executed by the then owner Truevalue Developers Private Limited.

**WHEREAS** ROSEVALLEY DISTRIBUTORS PRIVATE LIMITED duly transferred its right title interest in respect of ALL THAT piece and parcel of land measuring about 7 Cottah 29 sq.ft. more or less together with constructed residential building lying and situated at Municipal Premises No. 54B, Hari Ghosh Street, Kolkata - 700006, P.S. Burtolla, Ward No.17, within the limits of the Kolkata Municipal Corporation, by virtue of a Registered Deed of Conveyance dated 28th day of January, 2021 registered before Additional Registrar of Assurances-III, Kolkata being Book No. I, Volume No. 1903-2021, Pages from 51276 to 51322, Being No. 190301062, for the year 2021 in favour of (1) Smt. Putul Roy, (2) Smt. Monalisa Dey alias Monalisa Roy and (3) Smt. Boni Roy.

**WHEREAS** (1) Smt. Putul Roy, (2) Smt. Monalisa Dey alias Monalisa Roy and (3) Smt. Boni Roy duly mutated their names in the record of the Kolkata Municipal Corporation being Assessee No.110172302087 in respect of their said property and paying their taxes regularly.

**WHEREAS** Smt. Putul Roy and Smt. Monalisa Dey alias Monalisa Roy duly transferred their undivided 2/3rd share in respect of Premises no. 54B, Hari Ghosh Street, Kolkata 700006, P.S. - Burtolla, by virtue of a Registered Deed of Gift dated 18.02.2022, registered before A.R.A.-II, Kolkata and recorded in Book No. I, Volume No. 1902-2022, pages from 72287 to 72310, being no. 1390 for the year 2022 in favour of other co-owner Boni Roy.

**WHEREAS** Boni Roy duly transferred her undivided 2/3rd share in respect of Premises no. 54B, Hari Ghosh Street, Kolkata-700006, P.S. - Burtolla, by virtue of a Registered Deed of Gift dated 18.07.2022, registered before A.R.A.-II, Kolkata and recorded in Book No. I, Volume No. 1902-2022, pages from 306957 to 306976, being no. 08242 for the year 2022 in favour of said Smt. Putul Roy and Smt. Monalisa Dey alias Monalisa Roy and as such said Smt. Putul Roy, Smt. Monalisa Dey alias Monalisa Roy and Smt. Boni Roy again became the joint owner of the aforesaid property.

**WHEREAS** The owners have decided to develop the multistoried building on the said plot of lands being **ALL THAT** two storied brick built dwelling house together with land area measuring 07K.- 00Ch.- 29Sq.ft. or, 470.922 SQM. (More / Less) (as per Deed) & 05K.- 15Ch.- 21Sq.ft. or, 399.091 SQM. (More / Less) (as per Physical Measurement) at Premises No.- 54B, Hari Ghose Street, under KMC Ward No. – 017, Borough No. – II, Kolkata – 700 006, P.S.– Burtolla, be the same a little more or less hereinafter referred to as the "said property" which is morefully and particularly described in the Schedule 'A' below and as such all the owners have entered into registered Development Agreement on 22.08.2025 vide Book No. I, Volume No. 1902-2025, Pages from 461381 to 461411, being No. 190209931 for the year 2025 registered before ARA-II, Kolkata with the developer and also on the same date executed registered Development Power of Attorney vide Book No. I, Volume No.1902-2025, Pages from 463037 to 463055, being No. 190209943 for the year 2025 registered before ARA-II, Kolkata in favour of the said developer.

**WHEREAS** The Developer has agreed to undertake the full responsibility of the construction strictly according to the plan to be sanctioned by the **Kolkata Municipal Corporation**;

**WHEREAS** The said owners through the developer have applied for a sanctioned building plan from the Kolkata Municipal Corporation to construct a new G+4 storied residential cum commercial building on the said premises and accordingly Kolkata Municipal Corporation sanctioned the building permit No. 2025020016 dated 17.06.2025 under Borough-II and the project shall be known as **“DURGA KUTHI”**.

**AND WHEREAS** the PURCHASERS herein were desirous of purchasing one self contained residential flat being Flat No..... on the .....floor, at the ..... side of the G+IV storied building, measuring about ..... (.....hundred and .....) Sq.ft. carpet area corresponding to ..... (..... thousand .....hundred and.....) Sq.ft. super built up area more or less, consisting of Three/Two Bed Rooms, One Living cum Dining, One Kitchen, One Toilet, One W.C. and One Balcony in the said building together with proportionate undivided share of land mentioned in the Schedule 'A' hereunder written and one open/covered car parking space on the Ground Floor under the roof at the .....side of the said building, measuring an area of ..... (..... hundred and .....) Sq.ft. more or less together with proportionate undivided share of land mentioned in the Schedule 'A' hereunder written and all common rights, benefits, facilities, amenities, services, fixtures and fittings of

electrical installations. overhead water tank, underground water reservoir, common water pipe, sanitary works, sewerage and drainage system, etc. mentioned in the Schedule 'C' hereunder written and common expenses as described in the Schedule 'D' hereunder written and the said flat and car parking space is/are situated at the K.M.C. Premises No. 54B, Hari Ghose Street, under KMC Ward No. – 017, Borough No. – II, Kolkata – 700 006, P.S.– Burtolla, as more fully described in the Schedule 'B' hereunder written, along with all easement rights therein, which is/are in the DEVELOPER'S allocation as per the above said Development Agreement along with Development Power of Attorney dated 22/08/2025, and the PURCHASERS herein approached to the DEVELOPER herein and signified their willingness to purchase the said flat and car parking space after the inspection of all title documents, building plan and other documents in respect of the said land / said premises and satisfied;

**AND WHEREAS** the DEVELOPER herein accepted the above proposal of the PURCHASERS herein and entered into an Agreement for Sale for the said flat and car parking space morefully described in the Schedule 'B' hereunder written in favour of the PURCHASERS herein at and for a total consideration of Rs...../- (Rupees .....Lakh .....Thousand) only and the PURCHASERS herein have paid the total consideration money for the said flat and car parking space to the DEVELOPER herein;

**AND WHEREAS** the DEVELOPER herein with the LAND OWNERS/ VENDORS herein doth hereby sell, transfer, convey, demise and assign the said flat and car parking space more fully described in the Schedule 'B' hereunder written together with undivided proportionate share of land mentioned in the Schedule 'A' hereunder written along with all easement rights therein and the said flat and car parking space is/are situated at the K.M.C. Premises No. 54B, Hari Ghose Street, under KMC Ward No. – 017, Borough No. – II, Kolkata – 700 006, P.S.– Burtolla, in favour of the PURCHASERS herein;

**NOW THIS DEED OF INDENTURE WITNESSES as follows:-**

That in pursuance of the aforesaid facts and in consideration of the said sum of Rs...../- (Rupees.....Lakh.....Thousand) only well and truly paid by the PURCHASERS to the DEVELOPER and the DEVELOPER in respect of value of construction and in respect of value of proportionate share of land with consent of the LAND OWNERS/VENDORS herein doth hereby admit, acknowledge of and from the same and every part thereof hereby

acquit, release and forever discharge the PURCHASERS the said flat and car parking space, morefully described in the Schedule 'B' hereunder written together with proportionate undivided share of land mentioned in the Schedule 'A' hereunder written and all common rights, services, fixtures and fittings of electrical installations, overhead water tank, underground water reservoir, common water pipe, sanitary works, sewerage and drainage system, etc. mentioned in the Schedule 'C' hereunder written and common expenses as described in the Schedule 'D' hereunder written, situated at the K.M.C. Premises No. 54B, Hari Ghose Street, under KMC Ward No. – 017, Borough No. – II, Kolkata – 700 006, P.S.– Burtolla, together with all easements rights, benefits, facilities unto and in favour of the PURCHASERS absolutely and forever and free from all encumbrances whatsoever, together with the right to use common areas in common with the VENDORS and the DEVELOPER herein and the other co-owners and lawful occupiers of the other flats/units of the said building and/or parts thereof.

**THE VENDORS AND THE DEVELOPER DOTH HEREBY COVENANT WITH THE PURCHASERS as follows:-**

1. That interest which the VENDORS and the DEVELOPER herein do hereby possess to transfer subsist and that the VENDORS and the DEVELOPER herein have good marketable title, absolute right, full power and absolute authority to sell, grant, transfer, assign and assure the said flat and car parking space with the undivided proportionate share of land pertaining to the said flat and car parking space along with common areas, parts, and passage in the said building unto the PURCHASERS herein in the manner aforesaid.
2. It shall be lawful for the PURCHASERS from time to time and at all times hereafter to enter into and hold possess and enjoy the said flat and car parking space mentioned in the Schedule 'B' hereunder written together with proportionate undivided share of land mentioned in the Schedule 'A' hereunder written and all common rights, services, fixtures and fittings electrical installments, etc. in the said building and every part thereof and to receive the rents issues and profit thereof without any interruption, disturbances, claims or demands whatsoever from or by the VENDORS and the DEVELOPER herein or any person or persons claiming through the trust for them.
3. The VENDORS and the DEVELOPER herein shall from time to time and at all times hereafter, upon every reasonable request, shall make the title of the said flat and car parking space perfect at the cost of the PURCHASERS and execute and perfect all such further and other

lawful and reasonable acts, deeds, things and matters whatsoever for further or more perfectly and assure in respect of the said flat and car parking space together with undivided proportionate share of land and common rights mentioned in the Schedules hereunder written may be reasonable required.

4. The PURCHASERS shall be entitled to all rights, privileges, easements rights, whatsoever belonging to or in any way appertaining to the said flat and car parking space usually hold used occupied or enjoyed or reputed so to be or known as part and parcel thereof of appertaining thereto. The PURCHASERS shall have the right to use and enjoy the common areas in the building with the other flats owners without obstructions or interruption.
5. The PURCHASERS and their agent/s, nominee/s and invitee/s are also to be entitled to use common rights and facilities as aforesaid at all reasonable times and for all purposes connected with the reasonable use and enjoyment of the said flat and car parking space in the said building and the PURCHASERS or any person deriving title under the PURCHASERS and/or persons and/or nominee/s shall not obstruct the common area, passages, etc. in any way.
6. The PURCHASERS shall have the right of protection and to be kept safe the said flat and car parking space.
7. The VENDORS and the DEVELOPER shall have full right to enjoy and to sell their other residential flats, car parking spaces, etc. in the said building along with all common areas, benefit, fittings and fixtures, etc. and the PURCHASERS shall not create any obstruction.
8. The PURCHASERS shall have full right and absolute authority to sell, transfer, convey, mortgage, lease, gift and otherwise deal with or dispose of their said flat and car parking space to the transferee who shall agree in writing to observe and perform the covenants herein contained and rules and Bye-laws relating to the said building to be framed by the Apartment Owners' Association.
9. The PURCHASERS shall have right to carry out the necessary repair works, which may be pointed out by the Apartment Owners' Association to extent of their said flat and car parking space.

10. The PURCHASERS shall not use or caused to be used the said flat and car parking space or any part thereof in such manner which may likely to cause nuisance annoyance of the occupants of other flats of the said building or to the neighbours.
11. Save and except the said flat and car parking space sold herein, the PURCHASERS shall have the right to use such common space and lobbies, staircase and roof of the building in common with other flats owners of the building.

**THE PURCHASERS DOTH HEREBY COVENANT WITH THE VENDORS AND THE DEVELOPER as follows:-**

1. The PURCHASERS shall pay K.M.C. property taxes, rents imposition and other outgoings in respect of the said flat and car parking space proportionately as may be imposed by the competent authorities and shall also pay any other taxes or payment of similar nature from the date of execution of the Deed of Sale and/or taking possession of the said flat and car parking space, which ever date is earlier.
2. The PURCHASERS shall contribute and pay from time to time and at all times hereafter the proportionate share towards the maintenance etc. of the building in respect of the common amenities and common expenses for the said building as specified by the Apartment Owners' Association, from the date of execution of the Deed of Conveyance and/or taking possession of the said flat and car parking space, which ever date is earlier.
3. The PURCHASERS shall maintain the said flat and car parking space at their own cost in good condition state and order and maintain regulation of the competent authorities and also observe and maintain such rules, bye-laws, framed by the Apartment Owners' Association of the building for the protection of the building.
4. The PURCHASERS herein doth hereby covenant to keep their said flat and it's inner walls, drains, pipes and other fittings, fixtures and appurtenances belonging thereto in good working order conditions and protect other common parts of the said building as also their own said flat and car parking space.

5. The PURCHASERS shall not make any such construction or structural alteration of the building causing any damages to other flats, units, car parking spaces, etc. in the said building.
6. The PURCHASERS shall be entitled to make such interior construction and decoration for their necessities like racks, storage space, gas cylinder space, cooking racks, etc. in their said flat without causing any damage to the building and without disturbance of the other flats owners of the said building and neighbours.
7. The PURCHASERS shall not bring, keep or store in or any part of the said flat and car parking space inflammable or combustible substances or articles or things or any other combustible articles, things likely to injure, damage or prejudicially affect the said flat and car parking space or any part thereof, except cooking gas cylinder, gas stove, kerosene stove and kerosene for cooking purpose but only in their said flat.

**THE PURCHASERS DO TH HEREBY FURTHER COVENANT WITH THE VENDORS AND THE DEVELOPER AS FOLLOWS :-**

It shall be obligation of the PURCHASERS from the date of possession/ execution of this deed in favour of the PURCHASERS, which will be earlier;

1. Not to do or cause to be done any act, deed or things by virtue of which the construction at the said building or of the said flat will be hampered or disturbed.
2. To co-operate with the DEVELOPER in the management and maintenance of the new building and formation of the Association hereinafter referred to as the Apartment Owners' Association and the PURCHASERS herein and other co-owners of the building shall become members of such Apartment Owners' Association and undertake to pay the share(s) of deposits, subscription and such fees and charges as may be levied and decided by the Apartment Owners' Association and to observe and confirm to all regulations and restrictions made by the Apartment Owners' Association (upon its formation) from time to time for the proper management and maintenance of the said building.
3. Not to use the said flat or permit the same to be used for any purpose whatsoever other than for residential purpose and shall not use for the purpose which may or is likely to

cause nuisance or annoyance to occupiers of the other portions of the said building or to the owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a boarding house, guest house, club house, nursing home, amusement or entertainment center, eating or catering place, dispensary or a meeting place or for any industrial activities whatsoever.

4. The exterior of the said flat shall not be decorated or redecorated and not to put any neon sign or other boards on the outside of the said flat otherwise than in the manner agreed to with the Apartment Owners' Association in writing and in accordance with the general scheme of the building.
5. Not to sub-divide the said flat and/or the Car parking space.
6. Not to place or store in the common areas or in the common corridors any goods or things whatsoever nor erect any cupboard, etc.
7. Not to bring or permit to remain upon the said flat and car parking space any machinery, goods or other articles which shall or may strain or damage any part or portion of the common areas or the said building or the said portion.
8. Not to do or permit any opening, structural change or change in elevation without the consent in writing of the Apartment Owners' Association.
9. Not to throw any rubbish save to such extent and at such place or places as be permitted and specified by the Apartment Owners' Association.
10. Not to do anything whereby the other co-purchasers or the co-transferees of other flats, car parking spaces, etc. are obstructed in or prevented from enjoying their respective flats, car parking spaces, etc. quietly and exclusively.
11. Not to make any hole either to the beams or to the pillars nor put any weight/load on the beams and pillars.

**SCHEDULE 'A' REFERRED TO ABOVE**

(Description of the said premises/land)

**ALL THAT** under construction building together with land area 07K.- 00Ch.- 29Sq.ft. more or less lying and situated at Premises No. 54B, Hari Ghose Street, under KMC Ward No. – 017, Borough No. – II, Kolkata – 700 006, P.S.– Burtolla, as is where is basis, which is butted and bounded in the manner following :-

**ON THE NORTH** : By Premises no. 94/1A, 94/1B & 94/1C, Aurobinda Sarani, Kolkata – 700006.

**ON THE SOUTH** : By back portion of 54B (Partly), Hari Ghose street, Kolkata – 700006.

**ON THE EAST** : By Premises no. 54A & 53-D, Hari Ghose street, Kolkata – 700006.

**ON THE WEST** : By Hari Ghose street, Kolkata – 700006.

**SCHEDULE "B" REFERRED TO ABOVE**

(Description of the said flat and car parking space)

ALL THAT piece and parcel of one self-contained residential flat being Flat No..... on the .....Floor, at the side of the G+IV storied building, measuring about (..... hundred and.....) sq.ft. carpet area corresponding to ..... thousand ..... hundred and ..... ) Sq. ft. super built up area more or less, consisting of Three/Two Bed Rooms, One Living cum Dining, one Kitchen, one Toilet, one w.c. and one Balcony in the said building, together with proportionate undivided share of land mentioned in the Schedule 'A' herein above and one open car parking space, on the Ground Floor under the roof at the side of the said building, measuring an area of (..... hundred and.....) sq.ft. more or less, with amicably right to ingress and egress therein, together with proportionate undivided share of land mentioned in the Schedule 'A' herein above along with all common rights, services, facilities, fixture and fittings of electrical installation mentioned in the Schedule 'C' hereunder written and common expenses described in the Schedule 'D' hereunder written and all easement rights therein, and the said flat and car parking space is/are situated within the area of the Kolkata Municipal Corporation, at the K.M.C. Premises No. 54B, Hari Ghose Street, under KMC Ward No. – 017, Borough No. – II, Kolkata – 700 006, P.S.– Burtolla. The said flat and car parking space is/are particularly shown and delineated with the RED border line in the maps or plans annexed herewith, which is/are part of this Deed.

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

(Common area, facilities and services)

(1) The foundation columns, beams, supports, stair, staircase landings, stair-ways, corridors in between the stair-case and the flat, entrance, roof, side space, back space, front spaces, drive ways and horizontal & vertical support of the building. (2) Common passage, water pump, overhead water tank, underground water reservoir, water pipe all other common water line, outside plumbing installations. (3) Electrical fittings in the common area, electrical meter board places, electric in the common area and in the main gate and main electric lines, electrical fittings in the common staircases. (4) Drainage, sewerage, common toilet and soil line and rain water pipe and all sewerage lines and soil lines septic chamber and underground sewerage line and soil line and drainage out left from the building to the main duct. (5) Lift, Lift well, lift machine and machine room lift landings at all floors. (6) Such other common parts, areas, equipments, installations fittings, fixtures, covered and open space. used as common in the said building as are necessary for the passages or to the use of the occupancy of the unit in common and/or are easements of the building and the premises.

### **THE SCHEDULE 'D' REFERRED TO ABOVE**

(Common Expenses)

(1) The proportionate expenses of maintaining, repairing, redecorating etc. of the main structure including the roof of rain water pipes of the building, water pipes, sanitary and electric pipes wires, and installations in under or upon the building and enjoyed or used by the Unit Owners/Occupiers and the main entrance, passage, landing and stair-case of the building as enjoyed by the occupiers or used by the occupiers in common aforesaid and the boundary walls of the building compounds. (2) The proportionate cost of decorating the exterior of the building. (3) The proportionate costs of clearing and lighting the passage, landings, stair-case and other parts of the building as enjoyed by the Unit Owners in common as aforesaid. (4) The proportionate costs of salaries of caretakers, chowkidars, sweepers, mistries etc. payable to the Units Owners' Association on formation. (5) The proportionate costs of working and maintenance of the pumps, lift equipment or any other equipment which may be provided in future by the Units Owners' Association. (6) The proportionate expenses or recurring expenditure for replacement of all or any items comprised in common area and facilities.

(7) The expenses or recurring expenditure or replacement or repair or such common utilities such as overhead water tank, underground water reservoir, pump and pump room, lift and other equipments whatsoever which are or may be installed or situated in any common parts or common portion in the said building. (8) Such other proportionate expenses as are deemed necessary by all other flats/Units owners Association upon its formation registration incidental for the maintenance and upkeep of the building and/or common areas and facilities. (9) Proportionate building taxes in common.

**IN WITNESSES WHEREOF** the parties have hereto set and subscribed their respective hands and signatures and seal in this indenture herein Kolkata on the day, month and year first above written.

**SIGNED SEALED AND DELIVRED** in  
Kolkata in the presence of WITNESSES:

1.

\_\_\_\_\_  
**Signature of the Vendors  
Through their Constituted Attorney**

2.

\_\_\_\_\_  
**Signature of the Developer**

1)

2)

\_\_\_\_\_  
**Signature of the Purchasers**

*Drafted by me :*

**Chaitali Chatterjee**

Advocate

City Civil Court, Calcutta.

Enrolment No.WB-706 of 2006.

**MEMO OF CONSIDERATION**

RECEIVED the sum of total consideration money of Rs...../- (Rupees .....Lakh. ....Thousand) only from the PURCHASERS against within mentioned the said flat and car parking space which is/are mentioned in details in the Schedule 'B' hereinabove, situated at the K.M.C. Premises No. 54B, Hari Ghose Street, under KMC Ward No. – 017, Borough No. – II, Kolkata – 700 006, P.S.– Burtolla, in the following manner :-

Date	Bank Name & Branch	Draft / Cheque no.	Amount
		TOTAL :	Rs...../-

(Rupees .....Lakh. ....Thousand) only.

**WITNESSES :**

1.

2.

\_\_\_\_\_  
**Signature of the Developer**