

DEED SALE

THIS DEED OF SALE is made on this the.....day ofTwo Thousand Twenty-Six (2026).

BETWEEN

1. **SMT SREPARNA MAZUMDER, PAN: AEVPM3847G**, wife of Sri Sudeb Mazumder and 2. **SRI SUDEB MAZUMDER, PAN: AFDPM2047M**, son of Late Barid Baran Mazumder, both by faith- Hindu, both by Nationality- Indian, No. 1 by occupation – Housewife, No. 2, by Occupation- Business, both are residing at A-193, Ramkrishnanagar, Laskarpur, P.S- Sonarpur, Kolkata – 700 153, in the district South 24- Parganas, hereinafter referred and called the **“OWNERS/VENDORS”** (which expression shall unless excluded by or repugnant to the context shall deem and include their heirs executors, administrators, legal representatives and assigns) of the **FIRST PART** the **OWNERS/VENDORS** are represented by their attorney **SRI MANISH KUMAR GUPTA, PAN. ADYPG1357M**, son of Late Durga Prasad Shaw, by faith – Hindu, by occupation Business, proprietor of **M/S. PRAMILA CONSTRUCTIONS**, having its office and residence at 2, Dr. A.M.O. Ghani Road, Flat No. 7, P.S-Karaya, Kolkata-700 017, vide Power of attorney dated 28/10/2022 duly registered in the office of the D.S.R-III, South 24-Parganas and recorded in Book No. I, Volume No. 1603-2022,Pages 582105 to 582119, Being deed No. 160316544 for the year 2022.

A N D

(1)**MR/MRS.....PAN:, Aadhaar NO:son/daughter** of Mr....., by faith – Hinduism, by occupation-....., residing at....., P.S-....., P.O-....., Pin-....., in the district South 24- Parganas, hereinafter called and referred to as the **PURCHASERS** (which terms or expression wherever occurs shall deem to mean and include their heirs, legal representatives, executors and permitted assignees) of the **SECOND PART.**

A N D

M/S. PRAMILA CONSTRUCTIONS, a proprietorship concern, represented by its sole proprietor **SRI MANISH KUMAR GUPTA, PAN. ADYPG1357M**, son of Late Durga Prasad Shaw, by faith – Hindu, by occupation Business, office and residence at 2, Dr. A.M.O. Ghani Road, Flat No. 7, P.S-Karaya, Kolkata-700 017, hereinafter called and referred to as the **DEVELOPER /CONFIRMING PARTY** (which terms or expression shall include its, executors, administrators legal representatives and nominee or nominees) of the **THIRD PART**

For **PRAMILA CONSTRUCTIONS**

Proprietor

WHEREAS

1. **ALL THAT** the bastu land measuring 6 Cottahs 10 Chittaks 11 sq.ft be the same a little more or less comprised in R.S. Dag No. 2087, appertaining to R.S. Khatian No. 219, J.L. No.56, R.S. No. 147, Touzi No 109 of Mouza Ukhila-Paikpara, P.S and A.D.S.R. Office at Sonarpur, in the District South 24- Parganas have been acquired by the present owners (1) **Smt Sreeparna Mazumder** and (2) **Sri Sudeb Mazumder** by deed of sale dated 21st day of August, 2007 from Smt Minu Paul wife of Sri Asish Paul and Sri Ashish Paul son of Sri Himangshu Paul duly registered before the District Sub-Registrar office at Alipore, South 24- Parganas and recorded in Book No. I, Volume No. 14 at Pages 2951 to 2980, being the Deed No 2168 for the year 2007.

2. By virtue of the aforesaid purchase (1) **Smt Sreeparna Mazumder** and (2) **Sri Sudeb Mazumder** have become the joint owners of the said land measuring 6 Cottahs 10 Chittaks 11 sq.ft be the same a little more or less, comprised in R.S. Dag No. 2087, appertaining to R.S. Khatian No. 219, J.L. No. 56, R.S. No. 147, Touzi No 109 of Mouza Ukhila-Paikpara, P.S and A.D.S.R. Office at Sonarpur, in the District South 24-Parganas and after such purchase the present owners have recorded their names in B.L&L.RO being L.R.Khatian Nos. 2060 & 2061 and L.R.Dag No. 2075 and also mutated their names in the records of the Rajpur Sonarpur Municipality, being municipal Holding No.228, Paikpara Road, under Ward No 26 formerly 24, in the Dist. South 24- Parganas morefully described in the First Schedule written hereunder.

3. The owners herein with an intention to develop the said property and / or to construct a multi-storied building thereon according to sanction plan to be obtained from the Rajpur Sonarpur Municipality, approached the Developer herein to construct the same at Developer's costs, finance and experience and the Developer relying upon the owners representation has agreed to develop the same by constructing a multi-storied building on the said property as per sanction building plan to be obtained from the office of the Rajpur Sonarpur Municipality and/or competent authority.

4. The Developer agreed to construct an ownership building/ apartment in accordance with the said sanctioned building Plan at the costs and expenses of the Developer on mutual benefit of the owners and developer and accordingly an agreement for development has been executed between the owners and Developer on 20/10/2022 duly registered in the office of the D.S.R-III, South 24 Parganas and recorded in Book No.1, Volume No. 1603-2022, pages from 585679 to 585703 , being deed no. 160316542 for the year 2022 the terms and condition as stated therein and also executed a power of attorney after development agreement Dated 28/10/2022 duly registered in the office of the D.S.R-III, South 24-Parganas and recorded in Book No. I, Volume No. 1603-2022, Pages 582105 to 582119, Being deed No. 160316544 for the year 2022.

5. In pursuance of the said agreement the owners/vendors has put the Developer in possession on the said property and has granted exclusive right to commercially exploit the property by construction of several ownership apartment flats at the costs and expenses of the Developer or on account prospective purchaser/s as the case may be c owners/vendors owner have agreed to sell and transfer to the Developer or to intending purchaser/s so nominated by the Developer in respect

of the undivided proportionate share in land attributable to each flats, shops, car parking space with right of other spaces and common areas in the proposed building and also authorized to receive and retain sell proceeds there from.

6. As per said agreement dt 20/10/2022 the Developer herein has obtained the G+IV Storied sanction building Plan from the Rajpur Sonarpur Municipality vide building Permit No. SWS-OBPAS/2207/2022/0935 dated 18/10/2025 and has started construction of the said building in accordance with the said sanction building plan and decided the sell and/or dispose of the flats and Car Parking spaces out of his allocated portion and to receive sale consideration from the intending Purchaser/s.

7. The Purchaser having knowledge of it and being intended to purchase a flat along with one car parking space out of Developer's allotted portion and approached the Developer and collected all deeds, papers, documents, drawings & design of the sanction plan of the new building and premises and gave inspection of the same.

8. The purchaser being satisfied regarding construction of the said building and regarding the title of the property agreed to purchase a _____ Floor _____ Side flat No.____, having super builtup area of ____sq. ft. along with ___ Car Parking Space No.____ at measuring an area ____ sq. ft. more fully described in the SECOND SCHEDULE hereunder written together with undivided proportionate impartible share in the land along with the right of use and enjoyment of common areas and facilities along with other flat owners/flat occupiers of the said building more fully described in the THIRD SCHEDULE hereunder written free from all encumbrances at and for a consideration of **Rs._____/-(Rupees _____) only**. The Developer/ Confirming Party has agreed to sell the said flat and Car Parking space in favour of the purchaser herein at the said price free from all encumbrances and accordingly the Purchaser entered into an agreement for sale dated with the Owner/Vendor and the Developer/Confirming Party to purchase the said Flat along with one Car Parking space and paid the sum of Rs..... /-(Rupees) only as earnest money.

9. The Purchaser has paid full consideration amount the sum of Rs..... /-(Rupees) only to the Developer/Confirming Party herein as per memo below and has requested the Owner/ Vendor and the Developer/ Confirming Party herein to transfer the said flat and car Parking space by register deed of Sale in his favour.

NOW THIS INDENTURE WITNESSETH:-

1. That in pursuance of the said agreement and in consideration of the said sum of Rs..... /-(Rupees) only of good and lawful money of the Union of India in hand well and truly paid by the purchaser to the OWNERS/ VENDORS through Developer/ Confirming Party (particulars of such payments are mentioned in the memo of considerations hereunder) before the execution of these presented (the receipt whereof the vendor do hereby as well as by the memo hereunder written admit and acknowledge) and from the same and every part thereof both hereby release and

forever discharge undivided proportionate share of land of the said property and the vendors and Developer both hereby sell grant, convey and assign and assure unto the purchasers ALL THAT the self ____ Floor ____ Side flat No.____, having super built up area of ____sq.ft. along with ____ Car Parking Space No.____ at measuring an area ____sq.ft in the ground floor within the limits of the Rajpur- Sonarpur Municipality, Holding No....., Under Ward No....., P.O-....., P.S- Sonarpur, in the District 24-Parganas(South) more fully and particularly described in the Part-I and Part-II of the SECOND SCHEDULE hereunder written and referred to as the said Flat and Car Parking space together with undivided and impartible proportionate share of stair, stair landing the common areas and facilities and amenities provided to the said building free from all encumbrances and also with the right of share of common areas for more beneficial use of the said Flat and Car Parking space without causing any disturbance or interference to the other occupiers of other portions of the said building more particularly described in THIRD SCHEDULE hereunder or howsoever otherwise the said Flat and Car Parking space now is or any time hereinbefore was situated butted bounded called, known, numbered, described and distinguished and also the ancient or other rights, liberties, privileges easements and appurtenances whatsoever to the said Flat and Car Parking space belonging or otherwise appurtenances or usually held occupied or enjoyed therewith or reputed or being or be appurtenant thereto and all the estate, right, title, interest, use trust, property, claim and demand whatsoever both at law and in equity of the Owners/vendors upon or in respect of the said flat and Car Parking space hereby sold, granted transferred conveyed assigned and assured and expressed or intended so to be and every part thereof unto and to the use of the purchasers absolutely and forever with easement and quasi-easement right. That subject to the conditions mentioned in the Third Schedule forming integral part of this deed of conveyance the Owners/vendors and the developer both hereby covenant with the purchasers as follows:-

2. That notwithstanding any act deed matter or thing done by the OWNERS / VENDORS and the Developer/Confirming Party done or knowingly suffered to the contrary the OWNERS / VENDORS are lawfully rightfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Flat and Car Parking space together with the properties appurtenant or expressed intended so to be and/or every appurtenant or expressed intended so to be and/or every part thereof for a perfect and indefeasible estate or inheritance without any manner or condition or trust or any other thing whatsoever not contemplated by these presents so as to defeat, encumber or make void the same and that notwithstanding any such act deed matter or things or as aforesaid the OWNERS / VENDORS and the Developer/Confirming Party has now by virtue of this deed rightful power and absolute authority to sell grant transfer and convey the said First floor Flat and ground floor Car Parking space in favour of the purchasers and the proportionate and impartible undivided share or interest in the said land and the right of user of common areas, parts and the privileges and facilities hereby sold, granted, transferred conveyed assigned and assured or expressed or intended so to be unto and to the use of the purchaser after such entire right, title and interest will be vested in favour of the purchaser

3. That the purchaser and his legal heirs, shall and will at all times hereafter peacefully and quietly possess and enjoy the said Flat and Car Parking space and the properties appurtenant thereof and receive the rents, issue and profits thereof and have right to transfer by way of sale, lease, gift or will or mortgage etc. without interruption claim and demand whatsoever from or by the vendor or any person or persons having or lawfully or equitably claiming any estate right, title and interest whatsoever from under or in trust of the OWNERS/VENDORS and the Developer/Confirming Party.

4. That the OWNERS/VENDORS and the Developer/Confirming Party and all persons having or lawfully or equitably claiming any estate right, title and interest whatsoever in the said Flat and Car Parking space and or any part thereof or from under or in trust for the OWNERS/ VENDORS shall and will from time to time and at all times hereafter at the request and costs of the purchaser do execute or caused to be done or executed all such acts deeds and things whatsoever for further better and more perfectly assuring the said flat and every part thereof and the properties appurtenant thereto unto and to the use of the purchasers in the manner aforesaid as shall or may reasonably be required.

5. The OWNERS/ VENDORS and Developer/ Confirming Party shall from time to time and at all times hereafter upon every reasonable request and at the cost of the purchaser produce or cause to be produced to the purchasers or to his Advocate or agents at any time of hearing commission examination or otherwise as occasion shall required the deeds and documents mentioned and described herein (as will be available with the Owners/ Vendors and Developer/ Confirming Party for the purpose of showing the purchaser's title to the said Flat and Car Parking space and the said proportionate undivided share of interest in the said land and the user of common areas, privileges and interest in the said land and the user of common areas, privileges and facilities hereby sold granted conveyed transferred assigned or expressed or intended so to be and every part thereof and also at the like request and cost be delivered or cause to the said documents of title as may be required and in themeantime unless prevented by fire or other unavoidable accident or acts of god keep the said deed and documents safe un-obliterated and un-cancelled.

6. The OWNERS/ VENDORS and Developer/Confirming Party shall deliver peaceful vacant and Khas possession of the said Flat and Car Parking space on the building at the said property to the purchasers simultaneously with the execution and registration of the deed of conveyance with full satisfaction of its specifications, erections, workmanship having no other claim or will be claimed in future regarding any matter.

7. That the OWNERS/VENDORS and the Developer/Confirming Party shall co-operate with the purchasers in getting the name of the purchasers mutated in the records of the Rajpur-Sonarpur Municipality, B.L.&.LR.O. Sonarpur and Govt. Authority and/or any authority or authorities.

8. That the OWNERS/VENDORS and the Developer/ Confirming Party shall on being called upon by the purchasers sign all papers, applications and/or make declarations, affidavits and other writing as may be necessary and though fit for the purpose of the formation and/or registration of the Association.

9. The purchasers shall never create any kinds of disturbance at the time of all round construction and before or after possession. The name of the building shall be “PRAMILA GREENS” and this name shall not be changed in any circumstances.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of the land with G+IV Storied Building)

ALL THAT the land measuring 6 (Six) Cottahs 10 (Ten) Chittaks 11(Eleven) sq. ft. be the same a little more or less comprised in R.S. Dag No. 2087, L.R. Dag No. 2075, appertaining to R.S. Khatian No. 219, L.R. Khatian No. 2060 & 2061, J.L. No. 56, Revenue Survey No. 147, Touzi No. 109 of Mouza – Ukhila-Paikpara, P.S and A.D.S.R. Office at Sonarpur, within the Limits of the Rajpur Sonarpur Municipality, being Municipal Holding No. 228, Paikpara Road, Under Ward No. 24, (Road Name Paikpara Road) in the District South 24 Parganas butted and bounded in the following manner :-

ON THE NORTH : 12’ Wide Common Passage
ON THE SOUTH : 20’ wide common passage
ON THE EAST : Land of R.S. Dag No. 2288
ON THE WEST : Land of Dag No. 23 & 24

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of the Flat and Car Parking space)

P A R T - I

ALL THAT the Second Floor South East Side flat No.____, having super builtup area of sq. ft. consisting of ____ Bed Rooms, ____ Dining Cum Kitchen Hall, ____ Toilet, ____ W.C and ____ Varandah along with cover Parking Space being No.____ at measuring an area 135 sq. ft. of the newly constructed G+IV (Four) storied building known as “PRAMILA GREENS” with Lift as shown in the map or plan annexed hereto and therein bordered with “RED” Colour together with proportionate share of stair, staircase landing, Lift, Lift Machine Room, right of use top floor roof, all other common rights, common areas and facilities and common passages provided to the said building and also together with undivided and impartible proportionate share of the First Schedule property.

(Proportionate right or common areas etc)

PART-II

1. Stair case on all the floors.
2. Stair case landing and passages on all floors
3. Lift Well.
4. Lift with all its accessories.
5. Lift machine room, stair room in the roof.
6. Columns foundations and plinths.
7. Common passage and entrance lobby on the ground floor excepting car parking area Norther side open space and any commercial space.
8. Underground and overhead reservoirs.
9. Water pumps and pipe lines leading to the flats.
10. All sewer lines from toilets to ground floor and all internal sewer lines, drains and septic tanks.
11. Guard rooms, caretakers rooms, toilets meter room and facilities in the ground floor.
12. Boundary wall around the premises.
13. All other amenities that is for common use of all the flat owners.

PART-III

1. The proportionate undivided share of land comprised in the said property and proportionate easement right and appurtenances on which the building is constructed.
2. The foundation, column, supports, main walls, corridors, lobbies, passages, staircase, entrances and exit of the building top floor roof right, space for installation of pump and meters.
3. The installation of common services such as light, water sewerage etc.
4. The underground and overhead water tank, motor pump, pipes and in general all appurtenances and installations for common use.
5. The other parts of the premises necessary or convenient its maintenance safety or normally in common use more fully mentioned and described in Third Schedule forming part of this Deed of Sale.
6. The undivided proportionate share of land in the demarcated portion of the said flat and car parking space hereinabove transferred conveyed and granted and assured unto and in favour of the purchaser and the proportionate right in common area shall always remain impartible.

THIRD SCHEDULE ABOVE REFERRED TO

PART - I

1. The purchasers shall be entailed to all right privileges vertical and lateral easements quasi easements appendages and appurtenances whatsoever belonging to or in any way appertaining to the said Flat and Car Parking space together with usually held occupied or enjoyed or reputed or known as part or parcel thereof or appertaining thereto, which is hereinafter and hereinbefore more fully specified. The right of way in common with other occupiers of the said building at all times and for all normal purpose connected with the use and enjoyment of the path way, staircase, staircase landing to their respective flats, right of roof of the top floor.
2. The right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said Flat and Car Parking space with or without vehicles over and above along with the drive way and path ways comprised in the said building provided always and it is hereby declare that nothing herein contained shall permit the purchasers or any person deriving title under them or their servants, agents and invitees to obstruct in any way by vehicles, deposited materials, rubbish or otherwise the free passage of other person or persons entitled to such drive ways and path ways.
3. The right of protecting the said Flat and Car Parking space by or from all parts of the building so far as he now protect the same.
4. The right of passage in common as aforesaid electricity water and soil from and to the said Flat and Car Parking space though pipes, drains, wires and conduits lying and/or being under through or over the said building and flat so far as may be reasonable and necessary for the beneficial occupation of the said Flat and Car Parking space.

PART - II

1. Entrance and exit.
2. Boundary walls and main gate.
3. Roof of the top floor, Pump room, meter space.
4. Drainages and sewerage lines and other installations of such facilities (barring only those which are installed within the exclusive area of any Flat and Car Parking space and/or exclusively for its use.)
5. Stair case lobbies on all the floors, generator room, electricity utility room.
6. Entrance, Lobby.
7. Water pump, water reservoir underground and overhead with all common plumbing installation for carriage of water (barring only those which are exclusively within the exclusive area of any flat and/or exclusively of its use.)

8. Water supply lines of from overhead tank through deep tube well and the installations thereto related within the said premises.
9. The whole or exterior of the building.
10. Such other common parts, common areas, equipments, installations fittings, fixtures and spaces in or about the land and the building as are necessary for passage to and/or user of the flat and car parking space in common by the co-owner.

PART- III
(Common Expenses)

1. The proportionate expenses of maintaining, repairing re-decorating, etc. of the main structures and rain water pipes sanitary pipes, and electric pipes wires in under or upon the building and enjoyed or used by the purchasers in common with the other owners/occupiers of the building compounds.
2. The proportionate cost of decorating the exterior of the building and stair area.
3. The proportionate costs of clearing and lighting the path landings staircase, and other part of the building as enjoyed by the purchaser in common as aforesaid.
4. The proportionate costs of maintenance of pumps equipments installations or any other equipments which may be provided in future.
5. The proportionate capital or recurring expenditure for replacement of all or any items comprised in general common areas and facilities.
6. Such other proportionate expenses as are deemed necessary by the Society upon its formation registration incidental for the maintenance and up keep of the building and/or general common areas and facilities.

IN WITNESS WHEREOF the PARTIES hereto do hereby set their respective hands and seals on this Deed of sale on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF :

WITNESSES :-

1.

1.SMT SREPARNA MAZUMDER and **2. SRI SUDEB MAZUMDER**, both are represented by their attorney.

SIGNATURE OF THE OWNERS/ VENDORS

SIGNATURE OF THE PURCHASER

2.

SIGNATURE OF THE DEVELOPER / CONFIRMING PARTY

Drafted By:-

MEMO OF CONSIDERATION

RECEIVED on and from the within named purchaser the within mentioned consideration the sum of Rs. _____/- (Rupees _____) only as per memo below :-

By

By

Total _____

WITNESSES :-

1.

For PRAMILA CONSTRUCTIONS

Proprietor

2.

SIGNATURE OF THE DEVELOPER/
CONFIRMING PARTY