

DEED OF SALE

THIS INDENTURE is made this the day of Two
Thousand Twenty Six (2026) **B E T W E E N.**

M/S. UPASANA DUTTA
Upasana Dutta
Proprietor

(1) **SMT. SUJAYA SOM @ SUJAYA SOM (NEE BANERJEE)**, (PAN-AXAPB0461B), daughter of Late Sunil Bikash Banerjee & wife of Sri Kaustav Som, by faith-Hindu, Indian, by occupation-Service, residing at 35U, N.K. Ghoshal Road, P.O.& P.S. Kasba, Kolkata-700042 & (2) **SMT. SUTAPA BANERJEE**, (PAN-AZGPB0746H) daughter of Late Sunil Bikash Banerjee, by faith-Hindu, Indian, by occupation-Service, residing at 7, Temple Lane, P.O. Dhakuria, P.S. Kasba, Kolkata -700031, represented by their Constituted Attorney **M/S. UPASANA DUTTA**, (PAN-ENSPD5817F) wife of Biswajit Nath and daughter of Sri Manna Dutta, by faith Hindu, Indian, by occupation–Business, residing at 43, Ashutosh Colony, P.O. Haltu, P.S. Garfa, Kolkata– 700 078, duly appointed by a Development Power of Attorney, dated 24.11.2023. registered at D.S.R.-III, Alipore, vide Book No.I, Volume No. 1603-2023, page from 497599 to 497618, Being No.160318240, for the year 2023, hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**:

AND

M/S. UPASANA DUTTA, (PAN-ENSPD5817F) wife of Biswajit Nath and daughter of Sri Manna Dutta, by faith -Hindu, Indian, by occupation–Business, residing at 43, Ashutosh Colony, P.O. Haltu, P.S. Garfa, Kolkata– 700 078, hereinafter referred to as the **DEVELOPER** (which 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 **SECOND PART**:

AND

_____(PAN-_____
 & Aadhaar No. _____-), son of _____,
 by faith _____, Indian, by occupation—_____, both residing at
 _____, hereinafter
 referred to as the **PURCHASER** (which expression shall unless excluded by
 or repugnant to the context be deemed to mean and include their heirs,
 executors, administrators, legal representatives and assigns) of the **THIRD**
PART:

WHEREAS the mother of the owners herein Smt. Rekha Banerjee, since
 deceased, purchased All That piece and parcel of land measuring 3 Cottah 6
 Chittak be the same a little more or less, situated at and being Premises No.7,
 Temple Lane, Kolkata-700031, under P.S. Kasba, at present lying within the
 limits of the Kolkata Municipal Corporation, Ward No.91, Sub-Registry/
 A.D.S.R. office at Sealdah, in the District of 24-Parganas, since South 24-
 Parganas, more fully described in the First Schedule hereunder written, by a
 Deed of Sale, dated 12.08.1981, registered in the office of District Registrar
 at Alipore and recorded in Book No. I, Deed No.9552 for the year 1981, from
 the then lawful owner Smt. Champak Lata Dutta, wife of Late Bhuban Behar
 Dutta and four others.

AND WHEREAS after such purchase, the said Smt. Rekha Banerjee mutated
 her name in the office of the Kolkata Municipal Corporation in respect of the
 said Premises No.7, Temple Lane, Assessee No.21-091-17-0013-0, Kolkata-
 700 031, upon payment of rates and taxes thereto and constructed a dwelling
 house on the said land or part thereof.

AND WHEREAS while the said Smt. Rekha Banerjee enjoyed the said
 property, died intestate on 02.12.2020 leaving behind her two daughters Smt.

Sujaya Som @ Sujaya Som (Nee Banerjee) and Smt. Sutapa Banerjee, the owners herein as her only legal heiresses and successors, who jointly inherited the said property, left by the said deceased, as per Hindu Succession Act. 1956 and her husband Sunil Bikash Banerjee, predeceased on 04.09.2001.

AND WHEREAS the original title deed, being Deed No.9552 for the year 1981, has been lost or misplaced and the Owners herein lodged a General Diary, bearing G.D. Entry No.1883, dated 22.05.2023 in the local Police Station i.e. Kasba Police Station and also published in the paper notification, in the daily news papers namely Ananda Bazar Patrika and The Telegraph on 3rd August 2023 and claim was made by anybody else till date.

AND WHEREAS the owners herein mutated their names in the office of the Kolkata Municipal Corporation in respect of the said Premises No.7, Temple Lane, Assessee No.21-091-17-0013-0, Kolkata-700 031, upon payment of rates and taxes thereto

AND WHEREAS thus the owners herein jointly seized and possessed of said net land measuring 3 Cottah 6 Chitak 0sq.ft. be the same a more or less, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS with a view to develop the said property, the Owners herein entered into an Agreement for Development, dated 09.11.2023. registered at D.S.R.-III, Alipore, vide Book No.I, Volume No.1603-2023, page from 480990 to 481031, Being No.160317637, for the year 2023, with the Developer herein for development of the said land measuring 3 Cottah 6 Chitak 0sq.ft. be the same a little more or less, more fully described in the First Schedule hereunder written, under certain terms and conditions contained therein and also granted a Development Power of Attorney, dated 24.11.2023, registered at D.S.R.-III, Alipore, vide Book No.I, Volume No.1603-2023,

page from 497599 to 497618, Being No.160318240, for the year 2023, for construction of a III storied building and sale of the flats and spaces under Developer's allocation as stated in the said Agreement for Development.

AND WHEREAS the Developer herein has already started the construction of the proposed III storied building at the said land and premises as described in the First Schedule below as per the sanctioned building plan vide Building Permit No.2024100079, dated 19.07.2024.duly sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS the Developer herein declared for absolute sale under Ownership basis exclusively out of the Developer' allocation, the flats and spaces and the Purchasers herein being satisfied with the right, title and interest in the said property of the Owners and the Developer proposed to purchase a self contained flat, being **Flat No.** _____, on _____ **floor** _____ **side** measuring _____ - **sq.ft. super built up area** and _____ **sq.ft. as built up area and** _____ **sq.ft as carpet area** be the same a little more or less along with the common areas and facilities to be provided in the said building with other Owners and occupiers of the said premises together with undivided proportionate share in the said land, more fully described in the Second Schedule hereunder written, at the total fixed price or consideration of **Rs.** _____/- (Rupees _____) only and the Owners and Developer herein agreed to sell the said flat & open Terrace at the said consideration to the Purchasers herein by executing an Agreement for sale without possession, dated _____, registered in the office of _____ and recorded in Book No. __, Volume No. _____, page from _____ to _____, Being No. _____ for the year _____.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement dated _____ and in consideration of the said sum of **Rs.** _____/- (Rupees _____) only being the full consideration money of the said flat & open Terrace, well and truly paid by the Purchasers to Developer, on or before the execution of this deed, (the receipt whereof, the Owners and Developer do hereby admit and acknowledge the same as per memo of consideration hereunder written and of and from the payment of the same, the Owners and Developer do hereby acquit, release and forever discharge the Purchasers and the said flat with undivided proportionate share in the land and, the common areas hereby sold) the Owners and Developer do hereby grant, transfer, convey, sell, assign and assure unto the Purchasers ALL THAT undivided proportionate share in the land attributable to the said flat comprised in Municipal **K.M.C. Premises No.7, Temple Lane, Kolkata-700031, under P.S. Kasba, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.91**, Sub-Registry/A.D.S.R. office at Sealdah, in the District of South 24-Parganas more fully described in the First Schedule hereunder written, together with the said self contained flat, being **Flat No.** _____, on _____ **floor** _____ **side** measuring _____ **sq.ft. super built up area** and _____ **sq.ft. as built up area and** _____ **sq.ft as carpet area** be the same a little more or less more fully described in the second Schedule hereunder written, TOGETHER WITH all the rights, appurtenances thereto and all easements, quasi-easements and other stipulations or provisions in connection with the beneficial use and enjoyment of the said flat with right to use the staircase, electrical installations, entrance for common areas, lobbies, open side space, passage, main gate, boundary wall, roof of the building and other privileges etc. and other common areas in common with the owners and occupiers of the

other flats of the said building for the purpose of uninterrupted access to and from the main Municipal road, belonging to or in anywise appertaining thereto or usually held, used, enjoyed and occupied therewith or reputed to belong or be appurtenant thereto and the reversion or reversions, remainder or remainders and all the rents, issues and profits thereof AND all the estate, right, title, interest, claim, and demand whatsoever both at law and in equity of the Owners into or upon the said flat and undivided proportionate share in the said land and every part thereof **TO HAVE AND TO HOLD** the said undivided proportionate share in the land and the said flat so to be unto and to the Purchasers absolutely and forever free from all encumbrances.

THE OWNERS & DEVELOPER DO HEREBY COVENANT WITH THE PURCHASERS as follows:-

- a. The interest which the Owners and Developer do hereby profess to transfer subsist and that the Owners have good right, full power, absolute authority and indefeasible title to grant, transfer, convey, sell the said undivided proportionate share in the land and the said flat hereby granted, conveyed, transferred and sold unto the Purchasers in the manner aforesaid and delivered the same.
- b. It shall be lawful for the Purchasers from time to time and at all times hereafter to enter, upon, hold, possess and enjoy the said undivided proportionate share in the land and the flat with right to sell, transfer or otherwise alienate the same and pay the rents to the District Collector, South 24-Parganas and taxes to the Kolkata Municipal Corporation, upon getting his name mutated in the records of the said authorities and receive the rents, issues and profits thereof without any interruption, disturbances, claims or demands whatsoever for or by the Owners or any person or persons claiming through under or in trust for the Owners & developer or any of their predecessor-in-

title acquitted, exonerated, discharged, saved, harmless and keep the Purchasers indemnified from or against all charges, encumbrances, made or suffered by the Owners or any person or persons lawfully or equitably claiming as aforesaid.

c. The undivided proportionate share in the land together with constructed flat hereby transferred and conveyed are freed and discharged from and against all sorts of encumbrances, trusts, liens, and attachments whatsoever. There is no case, suits or proceeding pending before any court of law and the Owners and Developer sold the said flat while having good and marketable title therein.

d. The Owners and Developer shall from time to time and at all times hereafter upon every reasonably request and cost of the Purchasers make do acknowledge, execute and perfect all such further lawful and reasonable act, deeds and things whatsoever for further better and more perfectly assuring and conveying the said undivided share in the land and the flat hereby sold unto the Purchasers in the manner aforesaid.

e. The Owners shall unless prevented by fire or some other inevitable accident from time to time and at all times hereafter upon every reasonable request and cost of the Purchasers produce or cause to be produced to the Purchasers their agents and attorney or any trial hearing commission, examination or otherwise as writing and also shall at the like request and cost deliver or cause to be delivered to the Purchasers such attested writing or any of them as the Purchasers may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe un-obliterated and un-cancelled.

THE PURCHASERS DOTH HEREBY COVENANT WITH THE OWNERS & DEVELOPER as follows:-

- a. That the Purchasers shall pay the proportionate share of Municipal taxes or like taxes under any law, which may be assessed on the entire building, so long as the said flat sold to the Purchasers shall not be separately mutated.
- b. The Purchasers shall pay the proportionate cost and expenses for maintaining repairing, renovating of the said building and replacement of any fixtures, fittings and/or components or accessories of the building for white washing or painting of the outer portion of the building etc. more fully mentioned in the Fourth Schedule hereunder written.
- c. The Purchasers shall pay the electric charges for consumption of the electricity in his flat proportionately unless the separate electric meter is granted in his name by the Electric Supply authority.
- d. The Purchasers shall use the said flat sold to them solely for residential purpose and for no other purpose.
- e. The Purchasers shall not make or cause to be made any annoyance or disturbance to the owners and occupiers of the other flats of the said building.
- f. The Purchasers shall not store any inflammable or combustible obnoxious and/or objectionable goods or materials other than L.P.G. or kerosene oil for domestic purpose in the said flat sold to him or any part thereof.
- g. The Purchasers shall not throw or permit to be thrown dirt, debris, rage or other refuse in the compound, corridor, premises or any other portion outside the said flat.
- h. The Purchasers shall keep the said flat sold to him and its walls and partition walls, sewers, drains, pipes and appurtenances thereof in good repair and conditions and in particularly as to support, shelter and lateral part of the building.

i. The Purchasers shall become member of the Association/Society of the owners, which may be formed and also do all such acts and things necessary for making such Association/Society for protection management and maintenance of the said building.

j. The Purchasers shall observe, perform, and comply with all the rules and regulations made from time to time for protection, maintenance and management of the said building and also the rules and municipal bye laws.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of the land measuring 3 Cottah 6 Chitak 0sq.ft. be the same a little more or less, together with under construction III storied building standing thereon, situated at and being Premises No.7, Temple Lane, Kolkata-700031, under P.S. Kasba, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.91, Sub-Registry/A.D.S.R. office at Sealdah, in the District of South 24-Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows :-

On the North : By Common Passage then Premises No.13 & 14 Temple Lane,

On the South : By Premises No.6A, Temple Lane and Temple Lane leading to Banerjee Para Lane

On the East : By Premises No.8, Temple Lane,

On the West: By 10ft road and Land of Paresh Nath Balika Vidyapith.

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT one self contained residential flat, being **Flat No.** _____, on _____ **floor** _____ **side** measuring _____ **sq.ft. super built up area** and _____ **sq.ft. as built up area** and _____ **sq.ft as carpet area** be the same a little more or less consisting of ____ Bedroom, _____ Toilet and _____ Kitchen cum Dining, cover parking space being no ____ & area measuring 135 sq. ft. of the said III Storied

building including the proportionate share or interest in the common areas provided in the said building together with undivided proportionate share in the beneath land situated at and being Premises No.7, Temple Lane, Kolkata-700031, under P.S. Kasba, at present lying within the limits of the Kolkata Municipal Corporation, Ward No.91, in the District of South 24-Parganas, more fully described in the First Schedule herein above written and the said Flat is clearly shown and delineated in the map or plan annexed hereto and depicted with Red border line therein,.

THIRD SCHEDULE ABOVE REFERRED TO

Common areas and portions in this deed shall include:-

- a) The Foundation, columns, girders, beams supports, main walls, corridors, lobbies, staircase, landing, side space, entrance, and exit and roof of the building.
- b) The installation of common service such as power, light, water, drainage, and boundary wall etc.
- c) The underground and overhead water tank, septic tank, water-pump motor, water pipes and tap water connection, electrical equipment, apparatus and installation, existing for common use.
- d) All other common parts of the property necessary or convenient to its existence, maintenance for common use.

FOURTH SCHEDULE ABOVE REFERRED TO

Common expenses to be paid proportionately by the Purchaser on taking possession or registration of the said flat as follows:-

1. The expenses for maintaining, repairing, redecorating, etc. of the building, gutters, rain water pipes, sanitary pipes, electric pipes, wires and installations

in under or upon the said building and enjoyed or used by the Purchaser hereto in common with other Owner and occupiers of the said building.

2. The cost of the cleaning and lighting the passage, landing, staircase and other parts and portions of the building and enjoyed or used by the Purchaser hereto in common as aforesaid .

3. The cost of decorating the exterior of the building.

4. The cost of salaries of sweepers, caretaker etc.

5. The cost of working and maintenance of pump motor, tap water equipments, light and service charges.

6. Capital or recurring expenditure for replacement of all or any item comprised in the General common parts and portions and common facilities.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and signatures on the day, month and year first above written.

SIGNED & DELIVERED

In presence of:-

1.

2.

OWNERS

DEVELOPER

PURCHASER

Drafted by:-

Advocate.
Alipore police Court,
Kolkata-700027.

MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the within mentioned sum of
Rs. _____ /- (Rupees
 _____) only being
 the full consideration money of the said flat and Open Terrace, paid by the
 Purchasers in the following manner :-

<u>Cheque No.</u>	<u>Date</u>	<u>Bank/Branch</u>	<u>Amount</u>
TOTAL (Rupees _____) only			Rs. _____ /-

WITNESSES:-

1.

2.

M/S. UPASANA DUTTA

Upasana Dutta

Proprietor

SIGNATURE OF DEVELOPER