

1 3976/11

27/6/11. A470

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached in this document are the part of this document

A.B.S.R. Howrah  
20 JUN 2011

**-:DEED OF SALE:-**

\*\*\*\*\*

Police Station Golabari, District Howrah.

Registered Valued at Rs.12,32,800.00

(Rupees Twelve Lakhs Thirty Two Thousand Eight Hundred) Only.

Sellable Valued at Rs.15,48,705.00

(Rupees Fifteen Lakhs Forty Eight Thousand and Five) Only.

---

THIS DEED OF SALE made on this the 17th day of June, Two Thousand and Eleven.

BETWEEN

Contd....



/// 2 ///

1. **SMT APARNA GHOSH**, wife of Sri Somnath Ghosh, by faith Hindu by occupation Business, and 2. **SRI SOMNATH GHOSH**, son of Late Sanat Kumar Ghosh, by faith Hindu by occupation Business, both residing at 96, Benaras Road, Salkia, Police Station Golabari, District Howrah, her representatives as constituted attorney namely (1) **SRIACHINTA MAJUMDAR** Son of Late Gouranga Majumdar by faith Hindu by occupation Business residing at 70/1, 'B' Road, Bamungachi, Salkia, P.S. Liluah, District Howrah, and (2) **SRI DEBASHISH NATH**, son of Sri Murari Mohan Nath, by faith Hindu by occupation Business residing at 9/2/6, 'B' Road, Bamungachi, Salkia, P.S. Liluah, District Howrah, hereinafter referred to as the **VENDORS** (Which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, legal representatives, administrators and assigns) of the First Part.

AND

**SRI RAM KARAN VERMA** son of Late Deotadin Verma, by faith Hindu by occupation Business, Nationality Indian, residing at 17, Ram Krishna Achyarya Lane, Salkia, Police Station Golabari, District Howrah, herein after referred to as the Purchaser (Which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, legal representatives, administrators and assigns) of the Second Part.

AND



**M/S BISWAKARMA CONSTRUCTION**, a Partnership Firm, governed by the Indian Partnership Act, 1932 having its office at 21, 'A' Road, Bamungachi, Salkia, P.S. Liluah, District Howrah represented by its Partners (1) **SRI ACHINTA MAJUMDAR** Son of Late Gouranga Majumdar by faith Hindu by occupation Business residing at 70/1, 'B' Road, Bamungachi, Salkia, P.S. Liluah, District Howrah, and (2) **SRI DEBASHISH NATH**, son of Sri Murari Mohan Nath, by faith Hindu by occupation Business residing at 9/2/6, 'B' Road, Bamungachi, Salkia, P.S. Liluah, District Howrah, hereinafter referred to as the **DEVELOPERS /CONFIRMING PARTIES**(which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the Third Part.

WHEREAS the 1. **SMT APARNA GHOSH**, and 2. **SRI SOMNATH GHOSH**, are the absolute owners and occupiers of All That piece and parcel of Mokarari Mourashi Bastu Land with all its existing measuring about 4 Cottah 10 Chittaks 28 Sq.ft., comprised at Howrah Municipal Corporation holding No. 27/4, Sita Nath Bose Lane, Salkia, Police Station Golabari, District Howrah, under the H.M.C. ward No. 10, as more fully and particularly described in the 'A' Schedule Property by way of purchased from Smt. Panchabati Devi and the said Deed of Sale duly registered before the Additional District Sub Registrar at Howrah vide Book No.1, CD Volume No.8, Pages No.1772 to 1794 being No. 01820 for the year 2008.



ANDWHEREAS the said **1. SMT APARNA GHOSH**, and **2. SRI SOMNATH GHOSH**, as the Vendors of this deed, decided to develop the said property by constructing multistoried building entered into an agreement with the Developers hereinabove confirming Parties/ Attorneys.

ANDWHEREAS the vendors herein above become the owners and seized and possessed of the property mentioned in the Schedule 'A' below and the vendors further by a General Power of attorney registered with the office at Additional District Sub Registrar, Howrah being Book No.IV CD Volume No.1, Pages No.741 to 752, being No.00068, for the year 2009, attorney holder namely as **M/S BISWAKARMA CONSTRUCTION**, a Partnership Firm, governed by the Indian Partnership Act, 1932 having its office at 21, 'A' Road, Bamungachi, Salkia, P.S. Liluah, District Howrah represented by its Partners (1) **SRI ACHINTA MAJUMDAR** Son of Late Gouranga Majumdar by faith Hindu by occupation Business residing at 70/1, 'B' Road, Bamungachi, Salkia, P.S. Liluah, District Howrah, and (2) **SRI DEBASHISH NATH**, son of Sri Murari Mohan Nath, by faith Hindu by occupation Business residing at 9/2/6, 'B' Road, Bamungachi, Salkia, P.S. Liluah, District Howrah, herein above the confirming parties they were entrusted to do anything any every thing inconnection with the construction of a (G + 2) Three storied building on the land mentioned in schedule 'A' by investing their own fund and thereafter sell the flats/Shop rooms including proportionate common passage proportionate undivided share of land to the intending Purchaser.

ANDWHEREAS by an agreement between the purchaser and Developers herein on the terms and condition mentioned in the said agreement agreed to



/// 5 ///

purchase the residential Flat being Flat No. 01, on the First Floor of the said Three storied building having a Coverd area of the same a little more or less through purchase at a consideration mentioned therein and the confirming parties herein was agree to cause necessary conveyance to be executed and registered by the vendors herein.

ANDWHEREAS the confirming parties herein has completed construction of a Three storied building on the said plot of land mentioned in schedule 'A' according to the plan sanctioned by the Howrah Municipal Corporation being sanction plan vide B/R No. 06/2009-2010 dated 8-8-2009, with the specification mentioned in the plan map annexed hereto for sale of Flat and other exclusive and joint right of easements alongwith other flat owners in the ownership apartment Act.

ANDWHEREAS the confirming parties/Vendors herein as per terms of the said agreement called upon the vendors herein to execute several conveyance in respect of the Flat having only Coverd area and Including super built area and poportionate undivided share of land in favour of the intending Purchaser of such Flat as per terms and condition of the said agreement confirming parties / vendors herein.

ANDWHEREAS in pursuance of the agreement between the confirming parties and the Purchaser has approached to purchase the complete Flat on the First Floor, being Flat No. 01, measuring more or less 770.5 Sq.ft. (Including Super buildup area) area in the mention Schedule 'B' in the said building on the ownership basis.

Contd....



/// 6 ///

ANDWHEREAS the Purchaser has satisfied himself with right, title and interest of the vendors and whereas the Purchaser has also satisfied himself with regard to scheme of construction of the building with regard to the specification according to sanctioned plan vide B.R. No.06/2009-2010 dated 8-8-2009, which the said building is constructed.

ANDWHEREAS the Confirming parties herein have agreed to sell and the Purchaser has agreed to purchase all that the complete Flat on the First Floor, being Flat No.01, containing an total area of 770.5 Sq.ft. a little more or less (Including Super Buildup area) as per plan annexed hereto shown by Red border together undivided proportionate share of land and common user of common passage/ space for common user with right of pertaining to the said Flat which is morefully and particularly described in the schedule 'B' hereunder written free and clear of all right, title and interest claims, demand, charges and encumbrance whatsoever and for the total consideration money of Rs.12,32,800.00 (Rupees Twelve Lakhs Thirty Two Thousand Eight Hundred) Only.

NOW THIS INDENTURE that in pursuance of the said agreement hereinbefore mentioned and in consideration to the sum of Rs.12,32,800.00 (Rupees Twelve Lakhs Thirty Two Thousand Eight Hundred) Only, paid by the Purchaser to the Confirming parties as per memo below on or before execution of this present deed, receipt the vendors herein doth hereby acknowledge and /or this every party there of grant, convey sell absolutely and release unto and in favour of the Purchaser fully and absolutely the First Floor, Flat No.01, containing by estimation and an area of 770.5 Sq.ft. more or less as per the plan annexed hereto together with the common



/// 7 ///

passage leading to stair case and other common space on the First Floor to be used by the Purchaser alongwith other flat / Flat owners of the building / or their nominees and / or assign mutually / jointly any in manner and / or manners and / or purpose whatsoever at premises No.27/4, Sita Nath Bose Lane, Salkia, Police Station Golabari, District Howrah, under the H.M.C. ward No. 10, morefully and particularly described and mentioned in schedule 'B' hereunder written together with all path, passage, area, terrace, sewers, drains, overhead water tank water sources and all former or other rights, liberties, easement, privileges and also with the full and free right and liberty for the Purchaser herein his men, agents, servants, employees, visitors, invites, licensee at all times here after throught day or night for all purpose connected with the use and enjoyment of the said First Floor, being Flat No.01, together with the right of common passage, landing of the stair case and shall remain accessible to all and each of the servants, employees, visitors, invites, licensee shall be entitled to the unfettered use of the same including right to pass and repass over the same hereinafter collectively referred to as the flat with common rights or whatsoever otherwise the said Flat with common rights now are / is or at any times hereto for ever or was situated butted, bounded, called, know, numbered, described or distinguished together with all and singular all erection walls, drains, ways, paths, passage, water sources, lights, rights, benefits, of ancients or other rights liberties easements privileges profits advantage and appurtenance whatsoever hereto belonging or in anywise appertaining to or with the same or any time heretofor were held used occupied or enjoyed therewith or reputed to belong or deemed taken or known as part and parcel and number thereof or appurtenant thereto and reversion and reversions and remainders and the rents issued and profits of and from the said flat with common right hereby granted.



transferred, sold, conveyed, assigned and assured or intended so to be and all deed pattas as muniments writings and evidences of title whatsoever exclusively relating to or concerning the same of any part thereof which now are or is or power of the vendors or any person or persons from whom the vendors can or may procure the same without any action or suit at law and equity to the Purchaser to have and to hold the said Flat in the First Floor, being Flat No.01, hereditaments premises apartments unto the use of the said Purchaser absolutely forever free from all encumbrances whatsoever his heirs, executors, administrators, representatives and assigns in the manner hereinbefore mentioned and the said vendors doth hereby and/or their heirs, executors, administrators, representatives and assigns duly acknowledge and confirmed by the Vendors herein that notwithstanding any acts, deeds matter or thing by the said vendors herein or any of their deeds done or executed or knowingly suffered to the contrary, the said Purchaser is now lawfully rightfully and absolutely seized and possessed the said property or otherwise well and sufficiently entitled to the said Flat hereditament premises and every part thereof for a perfect and indefeasible estate in possession or an estimate or an estate equivalent thereto free from all encumbrances whatsoever the Purchaser now both in himself good rightful power and absolute authority to grant transferee and convey the said flat and hereditaments and premises hereinbefore granted transferred and conveyed or otherwise expressed and intended unto and to the use of the said Purchaser his heirs, executors, administrators, representatives and assigns in any manner aforesaid and that the said Purchaser his heirs, executors, administrators, representatives and assigns shall and may at all times hereafter peacefully and quietly posses and enjoy the said flat and every part thereof and receive rents, issues, and profits within any lawfully eviction interruption claim



or demand whatsoever from or by the said vendors or any person or persons lawfully and equitably claiming from under in trust for them or from or under any of their or predecessors vendors in title and that free and clear and freely and clearly absolutely, equated, exonerated and released or otherwise by and at the cost and expenses of the vendors well and sufficiently indemnified of from and against all the manner or claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the vendors entitled or any person or persons lawfully or equitably claiming as aforesaid and further that the vendors and all persons having or lawfully or equitably claiming any estate or interest whatsoever in the said flat or any part thereof from under or in trust for them the vendors or from or under any of their predecessors in title shall will from time to time and all times hereafter on the request and cost of the Purchaser do and execute all such acts, deeds, matters, assurances and things whatsoever for further better or more perfectly and effectually granting, transferring, conveying assigning and assuring the said Flat on the First Floor, Flat No. 01, described in the schedule 'B' with the common rights hereby granted, transferred sold, conveyed, assigned, assured and confirming and every part thereof unto and to the use of the Purchaser in manner aforesaid so shall or may be reasonable required and that the confirming party doth hereby confirm the averment made in the presents by joining in and executing these presents and that the Purchaser will and shall maintain the said flat with common rights facilities and enjoyment particularly mentioned in schedule 'D' hereinafter in such a manner so that it may not cause any danger and / or prejudicially affect the said storied building in any way whatsoever and that the Purchaser will be and shall pay proportionate share of rates and taxes relating to the said premises until such times as separate assessment is made in respect of the said flat and that



/// 10 ///

the Purchaser further convenient with the confirming that the Purchaser shall hold possess and enjoy the said flat as an absolute thereof subject to the congenital condition and agreement and common expenses set out and particularly mentioned in the schedule 'C' hereunder written to be observed and performed and paid by the Purchaser and that the vendors shall be entitle to retain the original documents of title relating to the schedule 'A' below land and shall upon every reasonable request of the Purchaser and at the cost of the persons making the request produce the said documents of title or any of them and on like request and cost furnish such true copies thereof or therefrom as the Purchaser any reasonable require.

**SCHEDULE " A " ABOVE REFERRED TO :**

ALL THAT piece and parct of Makorari Mourashi Bastu Land measuring about 4 Cottas 10 Chittaacks 28 Sq.ft., comprised in Howrah Municipal Corporation holding No. 27/4, Sita Nath Bose Lane, Salkia, Police Station Golabari, District Howrah, under the word No. 10, alongwith (G+2) Three Storied Building standing thereon, which is being butted and bounded in the manner as follows :-

ON THE NORTH : 6 ft. Common Passage.  
ON THE SOUTH : 17/1, Ramkrishna Acharyay Lane.  
ON THE WEST : 27 and 27/5, Sita Nath Bose Lane.  
ON THE EAST : 12/1 and 12/7, Ramkrishna Acharyay Lane.

**SCHEDULE " B " ABOVE REFERRED TO :**

ALL THAT one self contained residential flat measuring about 770.5 Sq.ft. area, Including Super Buildup area, on the First Floor, Flat No.01, consisting Two Rooms, one Dinning Hall, one Veranda, one Kitchen and Two Toilet cum Bath etc.on the

Contd....