

**SALE DEED**

**THIS SALE DEED IS MADE ON \_\_\_\_DAY OF \_\_\_\_\_, 20**

**BETWEEN**

**KESARINANDAN TRADECOM PRIVATE LIMITED**,(CIN- U74900WB2013PTC192308) **(PAN: AAFCK1201P)** an existing company under the Companies Act, 2013 having its registered office at P-38, William Carey Sarney 5<sup>th</sup> Floor, P.O Hare Street, and P.S- Hare Street, Kolkata 700001 and duly represented by ITS **Director Mr. Nawal Kishor Rathi (PAN- ACRPR5189C)** (AADHAAR 8182 3019 9820), son of Late Hari Kishan Rathi , by Faith Hindu, by Nationality – Indian, by Occupation – Business, residing at 12, Dr. P.K Banerjee Road, Mullick Fatak, P.O & P.S- Howrah- 711101, hereinafter called and referred to as the **FIRST PARTY / LAND OWNER** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective legal heirs, successors, executors, administrators, legal representatives nominees/ and assigns) of the **FIRST PARTY**.

**AND**

**PANSAS BUILDERS & DEVELOPER PRIVATE LIMITED** (CIN- U45400WB2009PTC132327) **(PAN- AAFCP2168J)**, an existing company under the Companies Act, 2013 , having its registered office at CA-15, Block Urvashi Complex, Tarasankar Sarani, City Centre, Durgapur, Dist – Paschim Bardhaman, West Bengal - 713216 represented by one of its **Director MR. KANCHAN SASMAL (PAN: BCAPS6508L)** (AADHAAR : 4318 4539 1367) (Mobile No. 9593500569) son of Late Achinta Kumar Sasmal residing at 2/7, Bharti Road, B-Zone, Durgapur, Dist-Paschim Bardhaman, West Bengal – 713205, hereinafter referred to as the **"Promoter"**, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

**AND**

( \_\_\_\_\_, herein after referred to as **"THE PURCHASER"** (which term shall include his heirs, executors, representatives and assigns) of the **THIRD PART**.

**WHEREAS** Pran Krishna Das and Kajal Chandra Das @Noni Gopal Das purchased 8.25 decimal Land of R.S. Plot no. 469 of Mouza – Bhiringee from its recorded owners namely Smt. Krishna Mohini Debi, Smt. Khudubala Debi, Smt. Asalata Debi, Sri. Sushil Kumar Nayak and Anil Kumar Nayak vide Deed No. 2032 for the year 1971 of Joint sub-Registrar of Raniganj at Durgapur.

**AND WHEREAS** Pran Krishna Das purchased R.S Plot No. 468, area 4 Kathas (6.33 Decimal) vide Deed No. 3959 for the year 1990 of ADSR Durgapur.

**AND WHEREAS** Smt. Laxmirani Das purchased R.S Plot No. 468, area 2.63 Kathas (4.33 Decimal) vide Deed No. 3660 for the year 1990 of ADSR Durgapur.

**AND WHEREAS** Pran Krishna Das and Kajal Chandra Das@Noni Gopal Das purchased R.S. Plot No. 464 measuring 2.94 Decimal from Amitava Mukherjee vide Deed No. 848 for the year 1982 of ADSR Durgapur.

**AND WHEREAS** after death of Pran Krishna Das, Kajal Chandra Das @ Noni Gopal Das and Smt. Laxmirani Das, their legal heirs namely sri. Dipak Das, Sri. Mintu Das, Sri. Pintu Das, Smt. Mayarani Das, Smt. Kakali Das, Smt. Kalpana Mondal, Smt. Putul Sarkar, and Smt. Shikha Malakar jointly transferred R.S Plot No. 468 measuring 6.63 Kathas and R.S Plot No. 469 measuring 5 Kathas by way of sale vide DEED No. 2369 for the year 2014 with the ADSR Durgapur in favour of present owner Kesarinandan Trade Com Private Limited. Furthermore, they also transferred R.S. Plot No. 464 measuring 2.94 Decimal by way of Sale vide DEED No. 2370 for the year 2014 of ADSR Durgapur, in favour of present owner Kesarinandan Trade com Private Limited.

**AND WHEREAS** Jagannath Mukherjee transferred 4 Decimal Land in Mouza – Bhiringee, R.S. Plot No.470, by way of sale in favour of Indranarayan Majhi, vide DEED No. 161 for the year 1976 of the Joint sub-Registrar of Raniganj at Durgapur. Meanwhile Indranarayan Majhi died leaving behind his wife Smt. Namita Majhi, his son Partha Majhi and his three daughters namely Chameli Das, Mitali Badyakar and Smt. Kakali Biswas and they jointly transferred aforementioned land in favour of Kesarinandan Trade com Private Limited vide Sale DEED No. 2978 for the year 2014 of ADSR Durgapur.

**AND WHEREAS** one Chandi Charan Kar, Mihir Baran Kar, Biswarup Kar, Timir Baran Kar, Sri. Shyamapada Kar, Sri. Haradhan Kar, Sri. Rabindranath Dutta, Sri. Mahadeb Dutta are the L.R recorded owner in respect R.S Plot No. 460, L.R Plot No. 1249, measuring 12 Decimal land of Mouza \_ Bhiringee and they jointly transferred aforementioned 12 Decimal Land in favour of Kesarinandan Trade com Private Limited vide Sale DEED No. 7128 for the year 2014 of ADSR Durgapur.

**AND WHEREAS** Kesarinandan Tradecom Private Limited being the party of the first part became the absolute owner of ALL THAT piece and parcel of land measuring about 35.16 decimal situated at Mouza – Bhiringee, JL No. 119, LR Plot Nos 1241; 1245; 1247; 1248 and 1249; RS Plot No. 464; 468; 469; 470 and 460, P.S. Durgapur, District-Paschim Barddhaman.

**AND WHEREAS** After purchasing the land areas admeasuring 38.1295 decimals and at the time of recording the land in Record of Rights the same was recorded an area of 35.16 decimals instead of 38.1295 decimals.

**AND WHEREAS** the present owner recorded their name in LR R-O-R and converted the land from Baid to commercial- Bastu, vide conversion case No. CN/2021/2302/891, from the office of SDL & LRO, Durgapur.

**AND WHERE AS** the Owner being desirous to develop the said "First" schedule land for construction of a residential building comprised of several flats and apartments as well as parking space etc.

**AND WHERE AS** the plan has been sanctioned by the Durgapur Municipal Corporation has granted the commencement certificate to develop the Project vide vide Plan No- CB/049/17 OF 2023 -2024 dated 14.06.2023 for One Residential cum Commercial Building which is B+G+8 & another is Residential building which is G+5 storied apartment buildings

**AND WHERE AS** Developer and The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement registered at the office of the A.D.S.R. Durgapur vide deed No- 9729 for the year 2022 of A.D.S.R. Durgapur of A.D.S.R. Durgapur,

**AND WHERE AS** the purchaser being interested to purchase a flat in the "**Pansas Regency**" approached the First Part and Second Part and First Part and Second Part agreed to sell to the purchaser a flat as mentioned in the Second schedule below and will be constructed on the First Schedule' property.

**NOW THIS DEED WITNESSTH** that in consideration of **Rs. (Rupees )** only paid by the purchaser to the vendor/Developer by cheque the receipts whereof the vendor/Developer hereby grant, convey, transfer, sell the PURCHASER ALL THAT **Flat bearing No- , on the ( ) Floor** having **Carpet Area- Sq. Feet with parking** at "**Pansas Regency**" in Benachity, Durgapur particularly mentioned in Second Schedule below together with common areas, facilities, and amenities as describe in Third Schedule below also together with half of the depth of both floor and roof with full ownership of sanitary fittings and also internal walls within the said flat together with common rights of using stair case, all ways, paths, passages, drain water courses, pumps septic tanks etc in the ground to top floor of the building together with proportionate undivided rights, title, interest on the First Schedule land with rights, liberties, easements, appendages, appurtenance thereto along with common right more fully mentioned Schedule three below and all estate, right, title interest claims and demands whatsoever of the Vendor into or upon and every part thereof **TO HAVE AND TO HOLD** the same and the use of the said purchaser, his heirs, executors, administrators, assigns absolutely and forever and the vendor hereby covenants with the Purchaser his heirs, executors, administrators, assigns that not withstanding any act, deed or things hereto before granted or

executed or knowingly suffered to the contrary and the vendor now lawfully seized and possessed the said property free from all encumbrances attachments or defect in the title whatsoever and the vendor has full authority to sale the said property in the manner as aforesaid and the purchaser hereinafter peaceably and quietly posses and enjoy the sold property in khas without claim or demand whatsoever from the Vendor or and the Developer or any person claiming under or in trust for them and further the vendor and the Developer and also their legal heirs, successors- in- office, administrators, legal representatives and assignee from do or cause to be done or executed all such lawful acts, deeds and things whatsoever in future and more perfectly conveying the said flat and every part thereof in the manner as aforesaid according to true intent and meaning of this deed..

AND WHEREAS Purchaser/s shall be factually legally entitled to get his name/s recorded in the record of B.L & L.R.O., Faridpur Durgapur during settlement and further that the purchaser shall be at liberty to get the property muted into the rent roll of Govt. Of West Bengal and liberty to take separate electricity and water supply connection in his own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the Vendor or Developer.

**SCHEDULE-A ABOVE REFERRED TO**

**(Description of Land)**

**ALL THAT** piece and parcel of land measuring about **35.16 (Thirty Five point One Six) Decimal** but as per physical measurement 38.1295 (Thirty Eight Point One Two Nine Five) situated at **Mouza – Bhiringee**, JL No. 119, R.S. Plot No. 464; 468; 469; 470 and 460 , **L.R Plot No.1241 measuring 6.66 decimal; L.R Plot No 1245 measuring 3 decimal; L.R. Plot No-1247 measuring 9.5 decimal; L.R. Plot No-1248 measuring 4 decimal; and L.R. Plot No-1249 measuring 12 decimal, Comprised in L.R. Khatian No. 11039**, R.S. Khatian No. lying and situated at the aforesaid within the limits of the Durgapur Municipal Corporation, Ward No-14, Holding No-N/93, Assessment Slip No- 3309402986964, and which is butted and bounded as follows:-

**BUTTED AND BOUNDED BY:**

ON THE NORTH :-	Plot No. 459 of Tushar Kanti Korar and Others
ON THE SOUTH :-	Darin and thereafter G. T. Road
ON THE EAST :-	Plot No. 461 of Anjali Kumar and Tarun Kanti Kumar
ON THE WEST :-	4 feet wide passage and thereafter Plot No. 471

**SECOND SCHEDULE**

**(Said Flat)**

**Complex Name: "Pansas Regency"**

**Flat No. :**

**Floor :**

**Carpet Area :**

**Balcony :**

**Covered area :**

**Super Built Up/saleable area :**

**Type of Parking space: Stilt/Basement**

**Area of the Parking space: 135 Sq. Ft.**

**THIRD SCHEDULE**

**PART-I**

**(Share in Specific Common Portion)**

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Staircase of "PANSAS REGENCY" in Durgapur .
2. Corridors of "PANSAS REGENCY" in Durgapur . (Save inside any unit).
3. Drains & Swears of "PANSAS REGENCY" in Durgapur .(Save inside any unit).
4. Exterior walls of "PANSAS REGENCY" in Durgapur .
5. Electrical wiring and Fittings of "PANSAS REGENCY" in Durgapur . (Save inside any unit).
6. Overhead Water Tanks "PANSAS REGENCY" in Durgapur .
7. Water Pipes of "PANSAS REGENCY" in Durgapur .
8. Lift Well, Stair head Room, Lift Machinerics "PANSAS REGENCY" in Durgapur .
9. Pump and Motor of "PANSAS REGENCY" in Durgapur .

**PART-II**

**(Share in General Common Portion)**

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Main Entrance of "PANSAS REGENCY" in Durgapur .
2. Drains & Swears of "PANSAS REGENCY" in Durgapur (Save inside the Block).
3. Boundary Walls and Main Gates of "PANSAS REGENCY" in Durgapur .

**FOURTH SCHEDULE**

**'RIGHTS OF THE PURCHASER'**

- a) That the purchaser shall enjoy the super- built up area for the said flat along with common rights they are lawfully entitled thereto along with all sewerage, drains, water courses and all common areas available for use of the said premises.
- b) That the purchaser shall have every right to enter into any other flat in the building for the purpose of effecting repair of service pipe lines and portion of flat as may reasonably necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) That the purchaser shall have full proprietary rights and interest and shall entitled to sale, mortgage, lease out, let out or transfer in every manner whatsoever without requiring any permission or consent from "OWNER" or "DEVELOPER" or from any other flat owner(s) or from the Association of the flat owners.
- d) That the purchaser undivided interest in the land described in the First Schedule above shall remain joint for ever with the owners of the other flats of the said Complex namely **"PANSAS REGENCY" in Durgapur .**

**FIFTH SCHEDULE**

**'PURCHASER'S/S' COVENANTS'**

1. On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:
  - a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
  - b) Permit the maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;
  - c) Deposit the amounts for various purposes as required by the Maintenance Agency or the Association;
  - d) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners and occupants of the Buildings;
  - e) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;

- f) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
  - g) In particular and without prejudice to the generality of the foregoing, not to make any from of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise
  - h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;
  - i) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately & the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;
  - j) Pay all rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Corporation;
  - k) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
  - l) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;
  - m) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
2. On and From the Date of Possession, the Purchaser/s agrees and covenants:
- a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein, whatever the case may be

- herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
- b) Not to open out any additional window or any grill box or fix grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
  - c) Not to do or permit to be done any act deed or thing which may render void or voidable any policy or Insurance or any Unit/Flat or any part of the Building/s or the premises or may cause any increase in the premium payable in respect thereof;
  - d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, landings, or in any other common areas previously decorated;
  - e) Not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;
  - f) Not to commit or permit to be committed any alteration or charges in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
  - g) Not to shift or obstruct any windows or lights in the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Building/s;
  - h) Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Owners herein and the Developer herein and/or Developer and/or Owners, whatever the case may be and/or the Association;

**Memo of Consideration**

The price of the Flat amounting **Rs. (Rupees )** only paid by the purchaser to the Developer in following manner:-

Mode of	Date	Cheque	Amount(Rs.)	Consideration(Rs)	S.T.(Rs)	Bank
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Payment		No				

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Attorney of Vendor/Developer/ Purchaser(s) are attested in additional pages in this deed being no. (1) (A) i.e. in total numbers of pages and these will be treated as part of this deed.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written

WITNESSES:

1. \_\_\_\_\_

\_\_\_\_\_  
SIGNED AND DELIVERED  
By the OWNER (S)

2. \_\_\_\_\_

\_\_\_\_\_  
SIGNED AND DELIVERED  
By the Developer (S)

\_\_\_\_\_  
SIGNED AND DELIVERED  
By the PURCHASER (S)

