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Query No.200 /2023

DEED OF SALE

Valued at Rs. _____

Market Value of Rs.

Property sold is: One self-contained residential flat being Flat No..... in the Floor with a Car Parking Space on the Ground Floor of "RAMA APARTMENT" at 1 No. Mohishila Colony, Shimultala, P.O. Asansol-713303, P.S. Asansol (South), Dist. Paschim Bardhaman under Ward No.86 of Asansol Municipal Corporation.

THIS DEED OF SALE is made on this the day of
....., 2023;

:: **BY** ::

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(1) SRI HARI NARAYAN CHATTERJEE (PAN: AYIPC9844Q), **(2) SRI HARI KINKAR CHATTERJEE** (PAN: AVJPC2435P) and **(3) SRI HARI BHUSAN CHATTERJEE** (PAN: AVJPC6347G) all sons of Late Haran Chandra Chatterjee, all by faith Hindu, citizens of India, all by occupation business, residents of 1 No. Mohishila Colony, Simultala, P.O. Asansol, P.S. Asansol (South), Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, PIN - 713303, hereinafter jointly and severally called the "VENDORS" (which expression shall unless excluded by or repugnant to the context include each of their heirs, successors, legal representatives and assigns) of the FIRST PART;

The vendors above named are represented by their constituted attorney "**SHRISTY CONSTRUCTION**" (PAN: ACZFS4651C) a Partnership Firm, having its principal office at 1 No. Mohishila Colony, P.O. Asansol, P.S. Asansol (South), Dist. Paschim Bardhaman, PIN - 713303, represented by its partners **(1) Mr. SUPRIYA DAS** (PAN: BBJPD3238G) S/o Mr. Rabi Das, resident of 1 No. Mohishila Colony, Dakshin Para, P.O. Asansol, P.S. Asansol (South), Dist. Paschim Bardhaman, PIN - 713303, **(2) Mrs. MOUSUMI GORAI** (PAN: AIDPG3886F) W/o Mr. Bharat Gorai, resident of 2 No. Mohishila Colony, Sunview Park, P.O.

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Asansol, P.S. Asansol (South), Dist. Paschim Bardhaman, PIN - 713303, **(3) Mrs. CHITRA BURMAN** (PAN: BRGPB9951F) W/o Mr. Subhasis Burman, resident of 2 No. Mohishila Colony, Sunview Park, P.O. Asansol, P.S. Asansol (South), Dist. Paschim Bardhaman, PIN - 713303 and **(4) Mr. SUBIR CHATTERJEE** (PAN: AFLPC1115Q) S/o Late Amiya Kumar Chatterjee, resident of Mansaravar Apartment, near Budha Water Tank, Kalajharia Road, P.O. Asansol, P.S. Hirapur, Dist. Paschim Bardhaman, PIN - 713301, all by faith Hindu, citizens of India, all by occupation business, empowered by virtue of a registered Deed of Development Power of Attorney vide Deed No. I-6747 for the year 2023 of A.D.S.R. Asansol.

A N D

“SHRISTY CONSTRUCTION” (PAN: ACZFS4651C) a Partnership Firm, having its principal office at 1 No. Mohishila Colony, P.O. Asansol, P.S. Asansol (South), Dist. Paschim Bardhaman, PIN - 713303, represented by its partners **(1) Mr. SUPRIYA DAS** (PAN: BBJPD3238G) S/o Mr. Rabi Das, resident of 1 No. Mohishila Colony, Dakshin Para, P.O. Asansol, P.S. Asansol (South), Dist. Paschim Bardhaman, PIN - 713303,

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(2) **Mrs. MOUSUMI GORAI** (PAN: AIDPG3886F) W/o Mr. Bharat Gorai, resident of 2 No. Mohishila Colony, Sunview Park, P.O. Asansol, P.S. Asansol (South), Dist. Paschim Bardhaman, PIN - 713303, (3) **Mrs. CHITRA BURMAN** (PAN: BRGPB9951F) W/o Mr. Subhasis Burman, resident of 2 No. Mohishila Colony, Sunview Park, P.O. Asansol, P.S. Asansol (South), Dist. Paschim Bardhaman, PIN - 713303 and (4) **Mr. SUBIR CHATTERJEE** (PAN: AFLPC1115Q) S/o Late Amiya Kumar Chatterjee, resident of Mansaravar Apartment, near Budha Water Tank, Kalajharia Road, P.O. Asansol, P.S. Hirapur, Dist. Paschim Bardhaman, PIN - 713301, all by faith Hindu, citizens of India, all by occupation business,, hereinafter called the "DEVELOPER/CONFIRMING PARTY" (which expression shall always mean and include its/their respective heirs, successors-in-office or interest, assigns and legal representatives) of the SECOND PART;

:: IN FAVOUR OF ::

(1) (PAN:) W/o
..... and (2) (PAN:
.....) S/o, both by faith Hindu,
citizens of India, by occupation business, residents of

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.....
.....
hereinafter jointly and severally called the "PURCHASERS" (which expression shall unless excluded by or repugnant to the context include all their heirs, successors, legal representatives and assigns) of the OTHER PART;

WHEREAS after the partition of India a large number of residents of former East Pakistan (now Bangladesh) crossed over and came to the state of West Bengal from time to time due to force of circumstances beyond their control.

AND WHEREAS the Government of West Bengal offered all reasonable facilities to such persons being a "REFUGEE" for residence in West Bengal.

AND WHEREAS state of West Bengal through their Refugee Relief & Rehabilitation department allotted a homestead land measuring 6 (six) cottahs 14 (fourteen) chhittacks bearing L.O.P. No.223 appertaining to C.S. Plot No.125 (P) within Mouza: Asansol, J.L. No.24 (present J.L. No.35), P.S. Asansol South, Dist. Burdwan (now Paschim Bardhaman) in favour of Haran Chandra

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Chatterjee (since deceased) S/o Late Jogesh Chandra Chatterjee and he constructed a house on a portion of the said land and accordingly on 30th day of March, 1988 the Government of the state of West Bengal has been executed a Indenture of Gift vide Deed No.89 (Book No.1, Volume No.1, Pages from 353 to 356) for the year 1988 registered before the Addl. Dist. Registrar of Burdwan at Asansol office in favour of the above noted person and said Haren Chandra Chatterjee accepted the same.

AND WHEREAS by virtue of such gift, aforesaid Haren Chandra Chatterjee became absolute owner of the schedule mentioned property and while he was exercising his ownership and possession over the said property, he died intestate leaving behind his three sons namely (1) Hari Narayan Chatterjee, (2) Hari Kinkar Chatterjee and (3) Hari Bhusan Chatterjee (i.e. the vendors herein) as his legal heirs and successors to inherit the properties left by him.

AND WHEREAS by virtue of such inheritance the vendors above named have become absolute owners of the schedule mentioned property having each 1/3rd share therein and the vendors got recorded their names in finally published L.R. record

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of rights in L.R. Khatian Nos.5141, 5142 & 5143 respectively within Mouza: Asansol, J.L. No.35, P.S. Asansol (South), Dist. Paschim Bardhaman and the vendors also converted classification of the schedule mentioned land from 'bastu' to 'commercial bastu' vide Memo No.4364/ADM & DLRO/PAB/2022 dt: 04.11.2022 and 4363/ADM & DLRO/PAB/2022 dt: 04.11.2022 and 4362/ADM & DLRO/PAB/2022 dt: 04.11.2022 and the vendors also obtain Building Plan from the concerned authority of Asansol Municipal Corporation vide Building Permit No.SWS-OBPAS/1101/2023/0042 dated: 11.04.2023 and the vendors have been owning and possessing the schedule mentioned property in peaceful and uninterrupted manner free from all encumbrances.

That subsequently to get developed their aforesaid lands into a multi-storied building the aforesaid vendors engaged the aforesaid above named Developer "SHRISTY CONSTRUCTION", represented its Partners - (1) Mr. SUPRIYA DAS, (2) Mrs. MOUSUMI GORAI, (3) Mrs. CHITRA BURMAN and (4) Mr. SUBIR CHATTERJEE to build and construct a (G+4) multi-storied residential building upon their aforesaid lands, fully mentioned in the schedule 'A' below at its/their own costs and expenses.

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That in pursuance thereof, the above named Developer "SHRISTY CONSTRUCTION" (the Developer to this deed), represented its Partners - (1) Mr. SUPRIYA DAS, (2) Mrs. MOUSUMI GORAI, (3) Mrs. CHITRA BURMAN and (4) Mr. SUBIR CHATTERJEE, in respect of the aforesaid lands, measuring an area of 6 (six) cottahs 14 (fourteen) chhittacks, belonging to the aforesaid vendors, standing upon bearing L.O.P. No.223 appertaining to C.S. Plot No.125 (P), R.S. Plot No.248, L.R. Plot No.242 within Mouza: Asansol, J.L. No.24 (present J.L. No.35), P.S. Asansol South, Dist. Paschim Bardhaman and in this regard the above named vendors entered into an Registered Agreement for Development & Construction of Property bearing Deed No. I-6742 for the year 2023 of A.D.S.R. Office: Asansol with the aforesaid Developer "SHRISTY CONSTRUCTION" as their attorney by virtue of a Deed of Development Power of Attorney for Development and construction of Property on 02.08.2023 bearing being Deed No. I-6747 for the year 2023 of the A.D.S.R. Office: Asansol to construct a multi-storied (G+4) residential building upon their aforesaid lands, fully mentioned in the schedule 'A' below to be erected at the costs of the said Developer in which agreement further certain portions of built up area or the residential flats or garages to be allocated under "Owners Allocation" to the said owners were described and mentioned.

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That the above named Developer in pursuance thereof after demolishing the existing structures has developed and erected Ground plus Four Storied building/apartment upon the lands mentioned in the schedule 'A' hereunder written named as "RAMA APARTMENT" in terms of the said development agreement with the sellers/owners in accordance to a Building Plan bearing Building Permit No.SWS-OBPAS/1101/2023/0042 dated: 11.04.2023 duly sanctioned by the Authority of Asansol Municipal Corporation consisting of various residential units/Flats and Parking spaces, with further intention to sale those units to intending purchaser/s excepting the area allocated to the owners/vendors under Owner's Allocation.

That aforesaid purchasers in quest of a residential flat at such location on ownership basis, on learning the intention of the vendors/developer and thereafter being fully satisfied with the specifications, facilities etc. to be provided in respect of the said schedule 'A' property upon which the said flat to be sold stands, has agreed to purchase and duly booked a flat bearing Flat No., measuring a super built up area of sq.ft. (covered area sq.ft.) situated in the Floor together with a Car Parking Space on the Ground Floor having an

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area sq.ft. of the building/apartment named, "Rama Apartment" standing on the schedule 'A' land, fully mentioned in the schedule 'B' hereunder written, along with undivided proportionate share in the 'A' schedule land with the 'C' schedule common rights and facilities, agreeing to pay a sum of Rs..... (Rupees only) as consideration price thereof.

That the above named vendors/developer considering the aforesaid price offered by the purchasers to be reasonable and marketable have agreed to absolutely state and transfer the said residential unit along with car parking space unto the purchaser, fully mentioned in the schedule 'B' hereunder written together with 'C' schedule common rights and facilities, all being part and parcel of the schedule 'A' property mentioned below.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

That in pursuance of the said agreement between the vendors/developer and the purchasers and in consideration of the said sum of Rs..... (Rupees only) paid by the purchasers to the vendors/developer as per memo

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of consideration mentioned below (the receipt whereof the vendors do hereby admit and acknowledge) as total price of the said property, the vendors doth hereby grant, convey, sell and transfer all that 'B' schedule property/flat together with car parking space along with 'C' schedule common rights and facilities unto and to the use of the purchasers together with the right of path, passage, lights, liberties, privileges, easements and appurtenances whatsoever attached and concerning to the said property free from any or all encumbrances TO HAVE AND TO HOLD the said property hereby granted, conveyed and transferred unto and to the use of the said purchasers absolutely and for ever having all transferable rights therein such as sale, gift, lease, mortgage exchange or otherwise AND THAT the said vendors/developer doth hereby declare and covenant with the said purchasers that the vendors/developer have good title full power and absolute right to sell and transfer the said property and further declare that they are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property and that the vendors/developer have not in any way encumbered the said property intended to be conveyed by this Deed of Sale AND THAT the said purchasers including all their legal heirs and successors shall and may at all times peacefully/quietly hold possess use and enjoy the

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said property as lawful and rightful owners thereof without any interruption obstructions, claims and/or demand whatsoever from or by the vendors/developer or any person/persons lawfully/equitably claiming under or in trust for them AND THAT the said vendors/developer including all their legal heirs and successors shall and will for all times to come at the cost and request of the said purchasers do or execute or cause to be done or executed all such acts, deeds and/or things for further or more perfectly assuring the title of the purchasers relating to the said property AND THAT the said vendors/developer doth hereby further declare and covenant with the said purchasers that if it transpires that the schedule mentioned property hereby sold is not free from all encumbrances and/or the vendors/developer have no valid perfect and marketable title to the said property as hereinbefore stated by the vendors/developer in that event the vendors/developer including all their legal heirs and successors will be bound to pay back the entire consideration amount of money with legal interest to the purchasers and shall also be liable to make good and indemnify all losses and damages which the purchasers may suffer due to any defect in the title of the vendors/developer in respect of the said property hereby sold to the purchasers.

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That the purchasers at their own costs and expenses shall maintain their individual flat sold to them by repairing, plastering, white washing of the walls and colour washing of the doors and windows including renovation, replacements etc. without causing any damage or detriment to the adjoining flat or flats belonging to other occupant/s of the said building on 'A' schedule land.

That the purchasers shall not have any right to undertake any addition or alteration which may cause damage in any way or affect the main structures, pillars constructions and roof of the 'A' schedule building.

That the last roof space above the top floor shall always be owned and possessed by the developer as per its agreement with the owners and the purchasers, their heirs, successors, or legal representatives shall has only the right to use the last roof top for any emergency maintenance, repairs, cleaning or repairing of overhead water tank, staircase room or for antenna fitting etc. but shall never claim or demand any right or title over the same. AND that the developer shall always have all rights to erect further structure above the top floor on the roof space or the existing terrace and the purchasers have no objection thereof.

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That the purchasers will have to pay proportionate Corporation Tax and Rents which may be assessed for the 'A' schedule building to appropriate authority and will have to bear their share of expenses required for maintenance of the common portions or areas including common passage stair cases, drains and water supply system pump underground water tank etc.

It is further covenanted by and between the parties hereof that the purchasers shall always abide by the decision of the Committee/Flat Owners' Association to be framed amongst the purchasers and other owners of the flats and also observe, perform and comply with all rules, regulations, bye laws and procedure which will be framed by the said Committee regarding maintenance managements and protections of the common privileges, easements sanitation, safety of the structure of the building and liabilities like corporation taxes, cesses rents and other impositions levied or to be levied concerning the building.

That every internal walls separating the flat from an adjoining flat/s shall be the common wall and can not be removed or destroyed without the written consent of the said Committee or Flat Owners' Association of the building on 'A' schedule land.

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That the purchasers by virtue of this Deed of Sale will be competent and entitled to get their names mutated in the records of S.D.L. & L.R.O. (Extn. Part-1), Asansol under the State of West Bengal as also in the records and registers of Asansol Municipal Corporation or any other authority and the vendors/developer undertake to render all such help and assistance as will be found essential in this regard.

It is hereby specifically declared that the provisions of West Bengal Apartment Ownership Act. and the rules framed and/or the bye laws framed thereunder and the West Bengal Apartment (Regulation of Construction & Transfer) Act.1972 shall apply to the said flat as and when the same will be made applicable by the authority concerned.

That the purchasers prior to purchase of the schedule mentioned flat made necessary inspections thereof and being satisfied with the constructional work of the same already took possession of the said flat hereby sold.

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SCHEDULE "A" ABOVE REFERRED TO:

Within the District of Paschim Bardhaman, P.S. Asansol (South), Sub-Division Asansol Sadar and Addl. Dist. Sub-Registry Office: Asansol within Mouza: Asansol, J.L. No.35, L.O.P. No.223, C.S. Plot No.125, R.S. Plot No.248 (Two hundred Forty Eight),

- (i) L.R. Khatian No.5141, L.R. Plot No.242 (Two hundred Forty Two), Area: 2 (Two) cottahs 4 (Four) chhittacks 30 (Thirty) sq.ft.;
- (ii) L.R. Khatian No.5142, L.R. Plot No.242 (Two hundred Forty Two), Area: 2 (Two) cottahs 4 (Four) chhittacks 30 (Thirty) sq.ft.;
- (iii) L.R. Khatian No.5143, L.R. Plot No.242 (Two hundred Forty Two), Area: 2 (Two) cottahs 4 (Four) chhittacks 30 (Thirty) sq.ft.;

Total Measuring = 6 (Six) cottahs 14 (Fourteen) chhittacks of land with a five (G+IV) storied residential building/apartment named and styled as "RAMA APARTMENT" consisting of various residential units/flats/parking space etc. The said property is situated at 1 No. Mohishila Colony, Simultala under Ward No.86 of Asansol Municipal Corporation.

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Butted and bounded as under:-

On the North : House of Swapan Ganguly;
On the South : House of Bapi Das;
On the East : 30'-0" wide Road;
On the West : House of Kanchan Chatterjee;

SCHEDULE "B" ABOVE REFERRED TO:

(Description of the Property hereby sold)

In the above District, Mouza, P.S. etc. being the part of the aforesaid schedule 'A' property and upon the said (G+4) storied building / apartment "RAMA APARTMENT" ALL THAT one Unit of Residential Flat bearing Flat No. situated in the Floor (Marble Floor) measuring a Covered Area: sq.ft. corresponding to a super built up area of sq.ft. consisting of Bed Rooms, One Dining-cum-Drawing Space, Two Toilet, One Kitchen and One Balcony with all fittings fixtures, easements and rights of the said building together with a Car Parking Space having an area sq.ft. on the Ground Floor of the said 'A' schedule building along with proportionate share or interest in the schedule 'A' land in computation with the area of the 'A' schedule land.

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SCHEDULE "C" ABOVE REFERRED TO:

(COMMON PORTIONS)

1. One Number Lift of 4 passenger capacity and the Lift Pit.
2. Staircase and Landing up to the top floor.
3. Common Passages, Pathways, entrance and upon space of the building
4. Water Pump, Water Pipes, Underground Water Reservoir and Overhead Water Tank and other plumbing works and fittings.
5. Electrical sub station, all electrical wiring, lines, fittings in the common space and areas.
6. Drainage and Rain Water Pipes and fittings, Sewers, Septic Tank and Vats.

The proportionate annual rent of land is payable to the State of West Bengal through the S.D.L. & L.R.O. (Extn. Part-1), Asansol, Dist. Paschim Bardhaman.

A sheet containing photos and finger prints of both hands duly attested by the parties concern is annexed hereto which do form a part of this deed.

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:: MEMO OF CONSIDERATION ::

IN WITNESSES WHEREOF the vendors and developer

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sign and execute this Deed on the day, month and year first above written.

WITNESSES:-

1.

2.

as constituted attorney of
(1) Hari Narayan Chatterjee
(2) Hari Kinkar Chatterjee
(3) Hari Bhusan Chatterjee

Signature of the Vendors

Signature of the Developer
(Confirming Party)

Drafted and prepared by me as per instructions of the vendors & developer and read over and explained the contents of this deed before the vendors & developer in vernacular and printed in my office.

*Advocate / Asansol Court
Enrolment No.*