

DEED OF SALE

Dist.- Paschim Medinipur, P.O., P.S. (Kotwali), A.D.S.R.O. and Municipality – Midnapore, J.L. No.- 171, Mouza – Keranitola, R.S. Khatian No.- 171, L.R. Khatian No.- 22585 and 22587, R.S and L.R. Plot no.- 321, Municipality Holding No.- 953 of Rabindranagar Mahalla, Ward no.- 6, Measuring area 0.2313 acre, on which B+G+5 storied Apartmental building named, ‘**SWARNALATA**’ is situated. In this said Apartment the sold flat marked as **Flat – ‘.....’,** **Floor**, Floor area Sq. ft., Covered Area Sq.ft., Super Built up Area - Sq.ft. with undivided proportionate share of land equivalent to Sq. ft., containing Three Bed Rooms, One Drawing cum Dining, Kitchen, Baths, Balcony which is shown and marked with Red wash in the attached sketch map. Total Sale value **Rs.-**

This deed of sale made on this day of In the year**A.D.**

BETWEEN

“**SUHASINI CONSTRUCTIONS**” having its office at Rabindranagar, P.O., P.S.(Kotwali) and A.D.S.R.O.- Midnapore, Dist.- Paschim Medinipur, Pin - 721101.

PAN NO OF “SUHASINI CONSTRUCTIONS:- **ADEFS1917R**. Its partners:-

1. SRIANANDA GOPAL MAITY

Son of Late Anil Kumar Maity, by religion – Hindu, by profession – Business, Citizenship – Indian, resident of Rabindranagar, P.O. P.S.(Kotwali), and A.D.S.R.O.- Midnapore, Dist.- Paschim Medinipur, Pin - 721101, PAN NO.- **AKEPM1954H**, Aadhar no.- **2512-2595-2786**.

2. SWETAPAL (MAITY)

Wife of Sri Ananda Gopal Maity, by religion - Hindu by profession – Business, citizenship – Indian, resident of Rabindranagar, P.O., P.S.(Kotwali) and A.D.S.R.O. - Midnapore, Dist. - Paschim Medinipur, Pin - 721101, PAN NO.- **AKEPM1953A**, Aadhar no.- **7625-3716-8052**.

herein after called the “FIRST PARTY” or the “VENDORS” or the “SELLORS” which expression shall include their heirs successor(s), assignee(s) and executor(s).

AND

1.

Son of, by caste – Hindu, by profession –, Citizenship – Indian, PAN No:-, Aadhar no.-

2.

Wife of, by caste – Hindu, by profession –, Citizenship – Indian, PAN No:-, Aadhar no.-

Both are resident of
....., herein after called the “VENDEES”
or the “PURCHASERS” which expression shall include his
heirs, successor(s), assignee(s) and executor(s).

WHEREAS THIS DEED OF SALE in respect of a
Apartmental Building built on a piece of land in the District of
Paschim Medinipur, P.S.- Midnapore (Kotwali), A.D.S.R.O.-
Midnapore, Mouza - Keranitola, J.L. No.- 171 with in Midnapore
Municipality, Ward No.-6, holding No.- 953, Mahalla -
Rabindranagar, R.S. Khatian No.- 171, L.R. Khatian No.- 22585
and 22587, R.S. and L.R. Plot No.- 321, Measuring an area -
0.2313 acre on it “**SWARNALATA**” is situated. Sold flat is
marked as Flat no.- ‘.....’, **Floor**, measuring Floor
area Sq. ft., Covered Area Sq.ft., Super Built
up Area - Sq.ft. alongwith share of common parts/
portion morefully described in the ‘A’, ‘B’, ‘C’ schedule be-
low with undivided proportionate share of land measuring
..... Sq.ft.

WHEREAS R.S and L.R. Plot No.- 321, measuring an area 0.1982 acre, R.S. Khatian No.- 171, L.R. Khatian No.- 1261,1262, 1253, 1254, 1255, 1258, 1259, 1260, 1256, 1257, 150, 1263 and 1264 in respect of Mouza – Keranitola, J.L. No.- 171 within P.S. Midnapore (Kotwali), P.O. - Midnapore, the property has been purchased by 1st party Ananda Gopal Maity & Sweta Pal (Maity), Partners of Suhasini Constructions, From Joyshree Roy and others, vide Deed of Sale no.- 1037/2022, dated - 09.02.2022, registered in A.D.S.R.O., Paschim Medinipur.

AND WHEREAS Ananda Gopal Maity & Sweta Pal (Maity) have transferred 0.0207 acres land to Tamal Kanti Mondal and Mala Rani Mondal by a Deed of Exchange (BNIMOY PATRA) vide deed no.- 7734/2022, dated - 18.10.2022. Ananda Gopal Maity and Sweta Pal (Maity) becomes the owner of $(0.1982 - 0.0207) = 0.1775$ acres of land after this Exchange.

AND WHEREAS, subsequently the said Tamal Kanti Mondal and Mala Rani Mondal exchanged 0.0538 acres of land to Ananda Gopal Maity and Sweta Pal (Maity) by same Deed of Exchange (BINIMOY PATRA) NO.- 7734/2022, dated - 18.10.2022. After this exchange Ananda Gopal Maity and Sweta Pal (Maity) becomes the absolute owner of $(0.1775 + 0.0538) = 0.2313$ acres of Land.

AND WHEREAS Ananda Gopal Maity, and Sweta Pal (Maity) have mutated their names in the office of the B.L. & L.R.O. Midnapore (Sadar) and in Midnapore Municipality.

AND WHEREAS “SUHASINI CONSTRUCTIONS” having its two partners Ananda Gopal Maity and Sweta Pal (Maity), the First party, becomes the absolute owner of ‘A’ scheduled property and paying Government rent and Municipal Tax in respect of the ‘A’ scheduled property regularly.

AND WHEREAS, the said Ananda Gopal Maity and Sweta Pal (Maity) have an existing partnership firm in the name style **“SUHASINI CONSTRUCTIONS”** having registered **DEED OF PARTNERSHIP** being deed no.- 245 of 2016, dated – 19.09.2016.

CONSTRUCTION:-

AND WHEREAS the First Party / Vendor have constructed a B+G+5 storied Apartmental building (Basement-1, Ground Floor and Five upper floors) in the name and style '**SWAARNALATA**', consisting of several self contained flats, car parking space, commercial space and other amenities in the said multistoried building for the purpose of selling out those flats to different purchaser. Plan for the said construction has been sanctioned and approved by the Midnapur Municipality and permission from Midnapore Kharagpur Development Authority has been obtained duly.

AND WHEREAS for the purpose of getting purchasers of the flats and raising fund for construction of the building to ensure sale of the flats after construction without any risk of the flats to remain unsold, the vendors announced and disclosed about the sale of flats after construction and the purchasers in response to vendors announcement, agreed to purchase one of the flats in **Floor**, marked as **Flat- '.....'** including proportionate undivided share of land of the plot on which '**SWARNALATA**' flat building is situated, Which is more fully described in the schedule below at a consideration of **Rs.-** (Rupees) Only as per terms and conditions described in the schedule below as was agreed upon between both the parties.

The sold flat is fully described in the schedule – '**B**' and specifically shown in '**Red**' wash in the sketch map annexed to this Deed of Sale. The sketch map shall form part of this deed of sale.

NOW the vendors do hereby sell and convey to the said purchaser(s) the above mentioned property being self contained flat of the building along with undivided proportionate share of land under the building as fully described in the schedule – ‘B’ below and shown in Red wash, in the map annexed to this deed. AND TO HAVE and TO HOLD the same by the purchaser(s), his / their successor(s), assignee(s), absolutely and free from all encumbrances with all rights of transfer by sale, gift or otherwise subject to the terms and conditions agreed upon by and between the parties as mentioned here under:-

- **TERMS AND CONDITIONS**

1. In the common portion as are shown in “Green” wash in the map annexed herewith the flat owners will have proportionate share of joint ownership along with other flat owners of ‘**SWARNALATA**’ flat building and it will have to be maintained by them as per proportionate share, described in schedule – ‘C’ below.
2. Electric connection for common motor pump, lift and other common electric connection will be under the one meter in the name of one owner of a part of the building as decided upon by the other owners. But the installation charge and electric bill for the said common meter for the common motor pump, Lift and other common electric connection will have to be paid by all the owners using it.

3. The inner portions of the flat owned by a flat owner i.e. the purchaser here, is to be maintained by him/her and other flat owners also do the same in respect of their flat.
4. The purchasers will in no way put any sort of obstruction in the construction & further construction of the building and in no way claim any right in any other flat of the building except to that sold to him. The remaining flats of the building will be under the possession and the ownership of the vendors/ first party which they can Sell off, Rent off or put to their own use residentially.
5. The car parking area at Basement - 1 will have to be maintained by the owners of that car parking area jointly. Two wheeler parking area at Basement - 1 will remain common for all flat owners and it will be maintained by all the flat owners.

IF ANY car parking area / portion remain unsold, the vendors shall have every right for selling, using or distributing, on rental basis as per their will. In this circumstances, the outsider who will use car parking area will be bound to obey the rules or instructions of the committee formed by the flat owners of 'SWARNALATA' Apartment.

6. That the full area of Ground Floor, of the building including front space as shown in GROUND FLOOR PLAN in the annexed drawing as "**SPACE OF SUHASINI CONSTRUCTIONS**" will remain under the Seller / First Party having sole rights for selling or using as residentially or commercially like office space, shop, food court, doctor's chamber, godown, garage etc. as per their will but normally not disturbing sanctity of residential premises.

7. That none of flat owners including the present purchaser of the flat will have the right of making any permanent construction within his purchased flat or any where in the flat building including open space in the side of the flat, no portion of the flat building can be demolished or destroyed by the purchaser. However the flat owner including the present purchaser shall have liberty for repairing maintenance, fixture and fittings within his / her flat.
8. That the purchaser shall use the purchased flat for residential purpose only and not use for otherwise.
9. That the purchaser who will purchase flat with car parking facility have no right to use the car parking area in any way other than car parking.
10. All flat owners including present purchaser will have to repair and keep the building in well maintained position jointly and bearing costs as per proportionate share as well as decided by them jointly.
11. All purchaser have right to entry of his over head flat for maintainace toilet / Bathroom / Kitchen to avoid damages his own Toilet / bathroom / Kitchen's roof with the permission of flat owner's society.
12. No flat owners shall have right to damage the roof of the building in any way either by storing flower pot or any thing like it.
13. The purchaser shall become the lawful owner of undivided, inseparable, proportionate share of the area of land underneath the building by way of sale to him / her made by this conveyance. The land underneath the building will remain under joint ownership of the all purchaser(s) i.e. flat owners of upper floors and occupants of Basement - 2, Ground floor, First Floor and Second Floor and no flat owners including the present purchaser(s) shall have any right of claim for any partition, demarcation or other wise of this undivided land.

14. The purchaser shall not have any right to preempt any transfer of any unit of the instant building.
15. In any case purchasers shall have no right to claim of ownership of the passage shown in 'Orange' colour wash in the sketch map. The Commercial / Residential occupants of Ground floor, and flat owners of upper floors will use it jointly.
16. One separate water connection from common Bore well no - II and one toilet at open space will be provided for the commercial / Residential occupants of ground floor. The toilet also may be used by the security / Night guard, who will be deputed by the flat owners of upper floors. Out of this they / he may get separate water connection and separate toilet for their / his own. But the Path way, outlet drain of the building will be common with residential part of the upper floors. And the Residential / commercial occupants of Ground floor shall have no right to use any area i.e. basement, upper floor (1st Floor to 5th Floor), lift, generator, staircase etc. except, open space, path way etc of the Ground Floor as shown in orange colour in the sketch map. The occupants of Ground floor may use the path way of Ground Floor as shown in green colour wash for the repair and maintenance of out side wall, sanitary line etc of Ground floor subject to prior permission of flat owner's committee of '**SWARNALATA**'.
17. The water supply arrangement for the entire building has been arranged by bore well supply which will be stored in the over head tanks. The bore well no.- I will be used exclusively for all the flat owners from 1st floor to 5th floor and water will be stored in 30 nos of tank of 1000 Ltr. each. Bore well no.- II will be normally used for the commercial /Residential occupants of Ground floor water will be stored in tanks of 1000 Ltr. as required in a separate space over the top floor. For any maintainance / repair of those

tanks and its inlet and outlet line, the occupants of Ground floor will take permission from flat owner's committee of "SWARNALATA". An extra inlet line from Bore well no.- II to be taken in the 30 nos. of Tank for flat owners of upper floors and they will use it from separate electric line of their common meter in emergency basis.

18. Purchaser shall not cause any injury, harm or damage to the common parts of the common portion for any other flats in the said building by making alteration or with drawing any support or in any way. The purchaser however shall have the right to install airconditioners within his own flat but no damage should be done to the load bearing pillars of building.
19. The purchaser shall not alter any outer portion of the elevation of the said flat or said building.
20. The purchasers shall not carry on or cause to be carried on any obnoxious, injurious, noise, dangerous, hazardous, illegal or immoral activity in the said flat or any where also in the flat building.
21. The purchasers shall not permit anything to be done which is likely to cause nuisance or inconvenience to the occupants of the other flat owners in the said flat building.
22. The purchasers shall not keep or store any offensive combustible obnoxious, hazardous or dangerous articles in the said flat or the common parts of common partitions of the said flat building.
23. The vendors and all persons claiming under him do hereby covenant with the purchaser(s), their heir(s), administrator(s) or assignee(s) that the vendors are now lawfully seized and possessed at property described in the schedule below free from all encumbrances or defect whatsoever and that the PURCHASER shall have absolute right to sale, gift, mortgage

or any kind of transfer of the said property in manner aforesaid and the purchasers may hereafter peaceably and quietly possess and enjoy the said property through tenant without any claim, demand whatsoever from the vendors or any person claiming through or under them. The vendors their heirs administrators and assignees further convenient that he or they shall at the request and costs of the purchaser(s), their heir(s), administrator(s) or assignee(s) do or execute or cause to be done or executed all such lawful acts deeds and things whatsoever for further and more perfectly conveying and assuring the said property and every part thereof in manner as aforesaid as also putting him or them in possession of the same according to the true intend and meaning of this deed.

24. The flat here by sold in a complete position of it's construction in all respect and the purchasers have inspected the flat with expert to their entire satisfaction.
25. By the strength of this Deed of Sale the purchasers have got valid and good title and possession in the property sold here by described in the schedule here to absolutely with the heritable and transferable right by sale / gift or in any other manner what so ever. However the PURCHASER shall not be able to fractionate the Flat and shall not be able to transfer the Flat in part.
26. The purchaser(s) will be entitled to mutate his/her name by mutation in the office of the L.R. Dept. Govt. of West Bengal and Midnapore Municipality and will pay revenue against receipts as will be assessed by the said authorities.
27. The vendors thus hereby deliver to the purchaser(s) the photo copies of the title deeds and Govt. rent receipt(s), municipal tax receipt(s), and L.R. record.
28. Any purchaser having Four wheeler parking space shall not be able to transfer the parking space independently and shall not be able to let the parking spae in rent to any body without permission of the owner's asso ciation.

29. It is further agreed that the terms, 'The Vendors' and 'The Purchaser(s)' herein used shall unless inconsistent with the context includes as well as the heir(s), administrator(s) or assignee(s) or the respective parties as the parties themselves.
30. The flat owners of the '**SWARNALATA**' Apartment will have to form a Registered committee. And you the Purchaser / Second Party have to make registration as per society registration act for your committee in your own cost and own responsibility within Three months from the last date of registration. All decision for the maintenance, protection, security of the building shall be laid down by the said committee.
31. Before handover the possession of the Flat and sale deed registration of the flats, just after installation of the lift a Govt. licence will be issued for the 3 nos of lift which are installed in '**SWARNALATA**' Apartment in the name of First Party / Developer because the ownership of the building, Municipality mutation, sanctioned plan is existing in the name of First Party / Developer. The Govt. licence of the lifts to be transferred in the name of the committee of the Flat owners in place of name of First Party / Developer, within one year from the last date of registration. For the information of the Purchaser / Second Party, it is to be noted, the change of Govt. licence is not possible until registration of your committee as per society registration act.

If the Purchaser / Second Party failed to follow this instructions, the First Party / Developer shall have no responsibility about lifts, maintenance, protection and security of the building.

IN WITNESS WHERE OF THE VENDORS AND THE PURCHASER(S) HAVE PUT THEIR SEALS AND HANDS HERE TO THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SCHEDULE – A (constructed area and open space)

The inseparable proportionate right Title interest on :-

ALL THAT piece on parcel of homestead land a piece of land in District – Paschim Medinipur, P.O., P.S.(Kotwali) and A.D.S.R.O. – Midnapore, Mouza – Keranitola, J.L. No.- 171, Municipal Ward No.- 6, Holding No.- 953, Mahalla – Rabindranagar, Municipality – Midnapore, R.S. Khatian No.- 171, L.R. Khatian No.- 22585 and 22587, R.S. and L.R. Plot No.- 321, measuring an area – 0.2313 acre.

Fully delineated in the sketch map as the ‘**SITE PLAN**’ herein is shown in ‘**Blue**’ colour wash.

The property is Butted and Bounded by :-

North :- Municipal Road

South :- Municipal Road

East :- Municipal Road

West :- Land of Pannalal Dutta

The dimensions / measurements of the different sides of the property.

On the North :- 84’ 0”

On the South :- 90’ 0”.

On the East :- 164’ 0”

On the West: - 156’ 0”

As shown in the annexed drawing in “**Blue**” colour wash.

SCHEDULE – B

(The SOLD FLAT)

ALL THAT piece and parcel of the Flat Mark:- **Flat - ‘.....’**,
Floor, measuring Floor area (.....) Sq. ft., Covered Area
..... (.....) Sq.ft., Super Built up Area -
(.....) Sq.ft. with undivided proportionate share of land
equivalent to Sq. ft., within ‘A’ schedule property which includes the
builtup area of the flat and proportionate share of common area in the said premises
known as ‘**SWARNALATA**’ consisting of :-

1. One bed room measuring an area
2. One bed room measuring an area
3. One bed room measuring an area
4. One Living room measuring an area
5. Open kitchen measuring an area
6. One common toilet cum bath room measuring an area
7. One toilet (attached with bed room) measuring an area
8. One Balcony measuring an area WIDE

Sold flat as shown in “**Red**” colour Wash in the annexed map.

SCHEDULE – C (Common Parts / Portion)

Common parts / portion described in this deed of conveyance shall mean :

1. Entrance Gate.
2. Entrance Road.
3. Boundary wall.
4. Deep tube well with pump - 2 nos..
5. Common drain.
6. Common room and common toilet over the Top Floor.
7. Passage to stair case entrance, stair case with landing from Ground Floor to top floor.
8. Generator (D.G.).
9. 80% separately demarcated area on the Roof of top floor. But in any circumstance vertical extension construction more than present sanctioned plan in B+G+5 will not be allowed.
10. Septic tank and sanitary pipe line associate with it.
11. Outer wall of building.
12. Two wheeler Parking space (Common) and its entrance at Basement .
13. Pipeline for drainage of water from bathroom, kitchen and of rainwater affixed at outer wall of the building.
14. 2 nos. of Lift and accessories.

As shown in “**Green**” colour wash in the GROUND FLOOR PLAN annexed to the map.

Total Sale Value of the Flat Rs.-

Govt. Assessed Market Value Rs.-

Yearly Rent payable to B.L.& L.R.O. – Midnapore Sadar, quarterly tax payable to Midnapore Municipality.

Consideration money received by vendors by Cheque/Draft /Net Banking/Cash (Partly) as described in money receipts issued to purchaser and issued by developers.

1. **WITNESS & IDENTIFIER**

NAME :- **Supriya Roy**

FATHER NAME:- **Sri Subal Chandra Roy**

OF :- **Miyabazar**

P.O.- **Midnapore**

P.S.- **Kotwali**

DIST:- **Paschim Medinipur**

RELIGION:- **Hindu**

OCCUPATION:- **Business**

2. **WITNESS :-**

DRAFTED BY ME :-

COMPUTERISED BY ME:-

SOMNATH MISHRA

BALLAVPUR, MIDNAPORE

THIS DEED OF SALE have been completed in **17** pages in which **One** stamp paper and **1** demi papers including two sheets of finger prints of both hands of the parties. There are two attesting witness in the instant **DEED OF SALE**.