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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 together with a Car Parking Space on the Basement Floor of "....." situated at Dr. M.N. Saha Road, Master Para, Asansol, P.O. Asansol - 713301, P.S. Asansol (South), Dist. Paschim Bardhaman under Ward No. (New), ..... (Old) of Asansol Municipal Corporation.

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

:: BY ::

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**(1) SRI AMAL KUMAR DHAR, (2) SRI CHANCHAL KUMAR DHAR, (3) SRI KAMAL DHAR** all sons of Late Renupada Dhar, **(4) MISS SOBHA DHAR** D/o Late Renupada Dhar, **(5) SRI JITENDRA NATH DATTA** S/o Late Khudiram Datta, **(6) SMT. RINA ROY, (7) SMT. RUMA MALLIK** both daughters of Sri Jitendra Nath Dutta and **(8) SRI TAPAN KUMAR BISWAS** S/o Late Santosh Kumar Biswas, all by faith Hindu, citizens of India, residents of Sarada Bhawan, 87/153, Dr. M.N. Saha Road, Master Para, Asansol, P.O. Asansol, P.S. Asansol (South), Sub-Division Asansol Sadar, Dist. Paschim Bardhaman, PIN - 713301 and **(9) “M/s. JAI MATA DI HOUSING PROJECTS”** (PAN: AAKFJ1776A) a Partnership Firm having its registered office at K.S. Road, Asansol, P.O. Asansol, P.S. Asansol (North), Dist. Paschim Bardhaman, PIN - 713302, represented by two of its partners namely:

**(i) SRI PARIMAL ROY** (PAN: AHCPR5637F) S/o Late Fakir Chandra Roy, by faith Hindu, citizen of India, resident of K.S. Road, Asansol, P.O. Asansol, P.S. Asansol (North), Dist. Paschim Bardhaman, PIN - 713302 and

**(ii) SRI AVIJIT DUTTA** (PAN: AHWPD5193J) S/o Late Mr. Ramendra Nath Dutta, by faith Hindu, by occupation business, resident of 3, N.S. Road, Asansol, P.O. Asansol, P.S. Asansol (South), Dist. Paschim Bardhaman, PIN - 713301;

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hereinafter jointly and severally called the "VENDORS" (which expression shall unless excluded by or repugnant to the context include their heirs, successors, assigns and legal representatives) on the ONE PART;

The vendor no.4 (M/s. Jai Mata Di Housing Projects) is forself and as constituted attorney of the first party/vendors no.1 to 8 above named empowered by virtue of a registered Deed of Development Power of Attorney vide Deed No. I-7348 for the year 2018 of A.D.S.R. Office: Asansol.

:: IN FAVOUR OF ::

..... (PAN: .....) S/o .....  
....., by faith Hindu, citizen of India, by occupation  
....., resident of.....Asansol,  
P.O. Asansol, P.S. Asansol (South), Dist. Paschim Bardhaman,  
PIN - 713304, hereinafter called the "PURCHASER" (which expression shall unless excluded by or repugnant to the context includes all his heirs, successors, legal representatives, executors, administrators, and assigns) of the OTHER PART;

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WHEREAS one Renu Pada Dhar S/o Late Bishnu Dhas Dhar of Dr. M.N. Saha Road, Master Para, Asansol-1, P.S. Asansol (South), Dist. Paschim Bardhaman was the owner of the land measuring 0.165 acre equivalent to 10 (ten) cottahs of land situated within R.S. Plot No.6384 within Mouza: Asansol Municipality, J.L. No.20, P.S. Asansol (South), Dist. Burdwan (now Paschim Bardhaman) and his ownership was duly recorded in the R.S. record of rights in R.S. Khatian No.1138 of the said Mouza and said Renu Pada Dhar was in khas possession of the same by raising a double storied building with his family died leaving behind his four sons namely Shyama Pada Dhar @ Shyamal Dhar, Amal Kumar Dhar, Chanchal Kumar Dhar, Kamal Dhar and eight daughters namely Miss Sobha Dhar, Maya Dhar (Das), Sefalika Dhar (Dutta), Ava Dhar (Pal), Smt. Bandana Dhar (Biswas), Alpana Dhar (Dutta), Smt. Keka Dhar (Boral) & Smt. Sikha Dhar as his only legal heirs and successors as per Hindu Law and as such after the death of said Renu Pada Dhar his aforesaid heirs inherited the property left by him as per law of inheritance and the heirs of said Renu Pada Dhar possessed the same jointly having 1/12th share each and while they are in joint possession of the same said Shyama Pada Dhar @ Shyamal Dhar, Maya Dhar (Das), Ava Dhar (Pal) and Smt. Alpana Dhar (Dutta) transferred their undivided

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share in the afroesaid property in favour of Sri Amal Kumar Dhar, Sri Chanchal Kumar Dhar, Sri Kamal Dhar and Miss Sobha Dhar out of lover and affection by dint of Regd. Deed of Gift being No.924 for the year 2015 of A.D.S.R. Office: Asansol and delivered joint possession to them and said Keka Dhar (Boral) and said Sikha Dhar also transferred their undivided share in the aforesaid property in favour of Sri Amal Kumar Dhar, Sri Chanchal Kumar Dhar, Sri Kamal Dhar and Miss Sobha Dhar become the joint owner of 10/12th share and said Shefalika Dhar (Dutta) and Bandana Dhar (Biswas) have 1/12 share in the property left by said Renu Pada Dhar.

AND WHEREAS aforesaid Shefalika Dhar died leaving behind her husband Sri Jitendra Nath Datta and two daughter Rina Roy (Datta) and Ruma Mallik (Datta) as her only legal heirs and succesors and said Bandana Dhar (Biswas) also died issueless leaving behind her husband Tapan Kumar Biswas who inherited the property left by said Bandana Dhar and now said Sri Jitendra Nath Datta Rina Roy (Datta) and Ruma Mallik (Datta) and Tapan Kumar Biswas become the joint owners of 2/12th share in the property left by said Renu Pada Dhar.

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AND WHEREAS the vendors no.1 to 8 above named got mutated their names in respect of the schedule 'A' mentioned land vide Mutation Case No.2391/18, 2392/18 & 2393/18 before the Office of the Sub-Divisional Land & Land Reforms Officer (EP-1), Asansol, Kanyapur and the vendors no.1 to 8 above named also converted classification of the schedule 'A' mentioned land from 'Bastu' to 'Commercial Bastu' vide Memo Nos.103/ADM&DLRO/PAB/2022, 108/ADM&DLRO/PAB/2022, 107/ADM&DLRO/PAB/2022, 101/ADM&DLRO/PAB/2022, 102/ADM&DLRO/PAB/2022, 104/ADM&DLRO/PAB/2022, 105/ADM&DLRO/PAB/2022, 106/ADM&DLRO/PAB/2022 all dated: 10.01.2022 at District Land & Land Reforms Office, Paschim Bardhaman.

AND WHEREAS the vendors no.1 to 8 above named within the intent to develop their schedule 'A' mentioned properties got sanctioned a Site Plan vide Memo No.1857/SP/AMC/HO dated: 08.03.2022 and a Building Plan vide Memo No.1858(2) BP/AMC/HO dated: 08.03.2022 from the concerned authorities of Asansol Municipal Corporation.

AND WHEREAS with a view to develop the said schedule 'A' mentioned land, the vendors no.1 to 8 have jointly entrusted

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the vendor no.9 (M/s. Jai Mata Di Housing Project) who is reputed Real Estate Developer and Promoter of the locality to promote the property mentioned in the 'A' schedule below by constructing/erecting a four-storied (Basement+G+4) pucca residential-cum-commercial building/apartment on and upon the schedule 'A' mentioned land and for this purpose the vendors no.1 to 8 above named sign and executed a registered Deed of Development Agreement vide Deed No.7165 for the year 2018 of A.D.S.R. Office: Asansol and also executed a Deed of Development Power of Attorney vide Deed No.7348 for the year 2018 of A.D.S.R. Office: Asansol.

AND WHEREAS the vendor no.9 commenced construction of the said five-storied (Basement+G+4) apartment over the said land at its own investment, direct control and efficient supervision as per the sanctioned Site Plan vide Memo No.1857/SP/AMC/HO dated: 08.03.2022 and a Building Plan vide Memo No.1858(2) BP/AMC/HO dated: 08.03.2022.

AND WHEREAS the vendor no.9 has completed construction of the said five-storied (Basement+G+4) residential-cum-commercial building/apartment over the schedule 'A'

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mentioned land at its own investment, direct control and efficient supervision as per the sanctioned plans and have also obtained the ADDA N.O.C. vide Memo No.1654/V/155/FL/NOC/4252 dated: 11.09.2019 and the NOC from the authorities of West Bengal Fire & Emergency Services, Burdwan Fire Station Building, Burdwan vide Memo No. IND/WB/FES/20192020/57343 dated: 08.07.2019 and the said schedule 'A' mentioned building / apartment is named and known as "....." consisting of various self-contained residential flats, shop rooms, office spaces, parking spaces/garages etc. Be it mentioned herein that the entire constructional costs and expenses towards erection of the said four-storied (Basement+G+4) building/apartment have been borne by the vendor no.4/ Developer i.e. "M/s. JAI MATA DI HOUSING PROJECTS", a Partnership firm, for which the said Developer has acquired an interest over the entire constructions of the said building/apartment and as such the said proprietorship firm is also executing this Deed of Sale as vendor no.4 for avoiding all future conflicts and complications and for perfecting the title and ownership over the property hereby sold to the purchasers.

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Be it mentioned here that the vendor no.4 (Promoter/ Developer) has registered the said project under the provision of the Act with the West Bengal Housing Industry Regulatory Authority at Asansol on dt: ..... under registration No. ....  
.....

AND WHEREAS in accordance of the terms and conditions mentioned in the agreement already executed between the aforesaid vendors and the purchaser, the vendors have agreed to sell and transfer and the purchaser has agreed to purchase and acquire from the said vendors ALL THAT an undivided impartible proportionate variable share or interest in the land and common portions morefully mentioned in the Part -III of the Second Schedule together with the rights ALL THAT Flat No. .... in the ..... Floor of SAROSHI PLAZA as mentioned in the Part - I of the Second Schedule hereunder written together with a Car Parking Space having an area 120 (One hundred Twenty) sq.ft. details of which mentioned in Part-II of the Second Schedule of this Deed and it has been agreed that the price/consideration of the said undivided impartible proportionate variable share or interest in the land, common portions and the unit/flat along with a car parking space mentioned in Part-II of the Second Schedule

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hereunder written is Rs..... (Rupees .....  
..... only).

AND WHEREAS the vendors have duly completed the construction of the Flat No. .... in the ..... Floor of the said ..... and the said purchaser has had inspection of the same and are fully satisfied with the workmanship, materials used and the dimension and design thereof and the purchaser has duly accepted the same and the super built-up area of the said flat is found to be ..... sq.ft.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

In the premises aforesaid and in pursuance of the said agreement and in consideration of the said sum of Rs..... (Rupees .....  
.....) paid by the purchaser to the vendors (the receipt whereof the said vendors do hereby admit and acknowledge) as total price of the said property the vendors do hereby grant, convey, sell and transfer, assign and assure unto the said purchaser ALL THAT an undivided impartible proportionate variable share or interest in the land morefully mentioned in the PART- III of the

*Contd. ..p/11.*

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Second Schedule hereunder written and the legal incidents thereof along with common rights with the right of path, passage, lights, liberties, privileges, easement and appurtenances whatsoever attached and concerning to the said property free from any or all encumbrances TO HAVE AND TO HOLD the said undivided impartible proportionate variable share or interest in the said land hereby transferred absolutely for ever free from all encumbrances and without any interference from the said vendors having all transferable rights therein such as sale, gift, lease, mortgage, exchange or otherwise. AND TOGETHER with the right to possess and enjoy the said Flat No. .... in the..... Floor of..... morefully mentioned in the PART- I of the Second Schedule hereunder written and a Car Parking Space on the Basement Floor as detailed in the Part-II of the Second Schedule of the said building together with proportionate undivided indivisible variable shares in the common portions mentioned in the Third Schedule hereunder written AND THAT the said vendors doth hereby declare and covenant with the said purchaser that the vendors 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 have

*Contd. ..p/12.*

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not in any way encumbered the said property intended to be conveyed by this deed of sale AND THAT the said purchaser including all their legal heirs and successors shall and may at all times peacefully/quietly hold, possess, use and enjoy the said property as lawful and rightful owners thereof without any interruption, obstructions, claims and/or demand whatsoever from or by the vendors or any person/persons lawfully/equitably claiming under or in trust for them AND THAT the said vendors including all their legal heirs and successors shall and will for all times to come at the cost and request of the said purchaser 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 purchaser relating to the said property AND THAT the said vendors doth hereby further declare and covenant with the said purchaser that if it transpires that the schedule mentioned property hereby sold is not free from all encumbrances and/or the vendors have no valid, perfect and marketable title to the said property as hereinbefore stated by the vendors, in that event the vendors including all their legal heirs and successors will be bound to pay back the entire consideration amount of money with legal interest to the purchaser and shall also be liable to make good and indemnify all losses and damages which the purchaser may suffer due to any defect in the

*Contd. ..p/13.*

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title of the vendors in respect of the said property hereby sold to the purchaser.

That the purchaser at her own costs and expenses shall maintain her individual residential Flat No. .... in the ..... Floor of “.....” mentioned in the PART-I of the Second Schedule sold to her by repairing, plastering, white washing of the walls and colour washing of the doors and windows including renovation, replacement 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 purchaser shall not have any right to undertake any addition or alteration which may cause damage in any way or effect the main structures, pillars, constructions and roof of the said building.

That the purchaser shall have to pay proportionate Corporation Tax and rents which may be assessed for the “.....” to appropriate authority and will have to bear her share of expenses required for maintenance of the common passage.

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It is further covenanted by and between the parties hereto that the purchaser shall always abide by the decision of the Committee/Flat Owners' Association to be framed amongst the purchaser and other owners of the flats of " ....." and also observe, perform and comply with 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 said building and liabilities like Corporation Taxes, cesses, rents and other impositions levied or to be levied concerning the said building.

That the purchaser by virtue of this Deed of Sale will be competent and entitled to get her name 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 of any other authority and the vendors 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

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the bye laws framed thereunder the West Bengal Apartment (Regulation of Construction & Transfer) Act, 1972 shall apply to the said Flat and Car Parking Space as and when the same will be made applicable by the authority concern.

That the purchaser prior to purchase of the schedule mentioned flat and car parking space made necessary inspection thereof and being satisfied with the constructional work of the same already took possession of the said flat and car parking space hereby sold.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**SCHEDULE - "A"**

**(THE LAND)**

In the District of Paschim Bardhaman, P.S. Asansol (South), Sub-Division Asansol Sadar and Addl. Dist. Sub-Registry Office: Asansol, Mouza: Asansol Municipality, J.L. No.20 under Asansol Municipal Corporation, Ward No..... (new), (old) all that piece and parcel of Bastu land measuring 0.165 (Zero point One Six Five) acre equivalent to 10 (Ten) cottahs comprised in R.S. Plot No.6384 (Six thousand Three hundred Eighty Four) under R.S.

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Khatian No.1138 corresponding to L.R. Plot No.7168 under L.R. Khatian Nos.490, 2651, 3412, 4887, 14458, 14493, 14403, 32593 including the five-storied (Basement+G+4 storied) residential-cum-commercial building shall be constructed consisting of various residential units, garages, parking spaces, shops, commercial spaces, offices etc. under the name and style “.....” at Dr. M.N. Saha Road, Master Para, Asansol, P.O. Asansol-713301.

Butted and bounded by:-

On the North : 11'-6" wide Road;

On the South: 6'-0" wide Common Passage;

On the East : 5'-6" wide Common Passage;

On the West : 34'-0" wide Dr. M.N. Saha Road;

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**SCHEDULE - "B"**

**PART - I**

**(THE UNIT)**

In the above District, Mouza, P.S. etc. all that one self-contained residential flat being **Flat No. ....** situated in the

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..... Floor (Marble Floor) of the said building/apartment known as “.....” having carpet area .....sq.ft., carpet + wall area ..... sq.ft., cupboard area ....., balcony area ..... sq.ft., covered area .....sq.ft., stair area ..... sq.ft., built uipa rea ..... sq.ft., super built up area ..... sq.ft. 25%, Total Saleable Area: .....sq.ft. and consisting of ..... Bed Rooms, One Drawing-cum-Dining Room, One Kitchen, Two Toilets/Bathrooms and One Balcony with all its fittings, fixtures, electrical fittings lines, connection and with all easement rights and undivided proportionate share or interest in the ‘A’ schedule land covered by the building/apartment.

**PART - II**

One Car Parking Space having an area 120 (One hundred Twenty) sq.ft. on the Basement Floor of “SAROSHI PLAZA”.

**PART - III**

(The undivided impartible proportionate variable share in the land and common portions sold to the purchaser)

ALL THAT an undivided impartible share and/or interest in the land covered by..... described in the First

*Contd. ..p/18.*

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Schedule i.e. Schedule 'A' hereinabove written and in the common portions described in the Third Schedule hereinafter written and all other common rights and liabilities.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**SCHEDULE - "C"**

**(THE COMMON PORTIONS)**

- (1) Stair Cases upto the top floor, stair cases landings upto the top floor, lobbies on all the floors, Lift and Lift room.
- (2) The Ultimate Roof.
- (3) Entrance and exits.
- (4) Boundary walls and main gate.
- (5) Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit and/or exclusively for its use).
- (6) Common passage entrance lobby and electric utility space.
- (7) Well water supply, water pump, underground water pipe, under ground water reservoir tank, septic tank, water pump space, water reservoir, together with all common plumbing installations for carriage of water (save only those as are exclusively within and for use of any unit).

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- (8) Such other common parts, areas, equipments, installations fittings, fixtures and space in or about the land and the building as are necessary for passage to and/or user of the units in common by the co-owners.

The proportionate annual rent 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.

:: MEMO OF CONSIDERATION ::

<u>Cheque No.</u>	<u>Date:</u>	<u>Bank</u>	<u>Amount</u>
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IN WITNESS WHEREOF the vendors named above sign and execute this Deed of Sale on the day, month and year first above written.

WITNESSES:-

1.

2.

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*Signature of the Vendors*

*Drafted and prepared by me as per instructions of the parties concern and read over and explained the contents of this deed before the parties in vernacular and printed in my office.*

*Deed Writer  
License No.42*