

SALE DEED

THIS SALE DEED IS MADE ON ____ DAY OF _____, 20

BETWEEN

THIS AGREEMENT FOR SALE IS EXECUTED ON THIS _ DAY OF APRIL, 2024

BETWEEN

(1) SRI. JADAV MONDAL [PAN- ANIPM6274H] Son of Sri. Kali Pada Mondal, by faith Hindu, by occupation Business, by nationality Indian, resident of Dignala, P.O.- Andal, P.S. Andal, District- Paschim Bardhaman, State- West Bengal, India, PIN- 713321, **(2) SRI. RAJ KUMAR GUPTA [PAN- AHZPG3083D]** Son of Late Ram Kishan Gupta, by faith Hindu, by occupation Business, by nationality Indian, resident of Thana Road, Andal, P.O.- Andal, P.S. Andal, District- Paschim Bardhaman, State- West Bengal, India, PIN- 713321, **(3) SMT. BITHIKA PANDIT [PAN- EHXPP0170A]** Wife of Sri. Jayanta Pandit, by faith Hindu, by occupation House wife, by nationality Indian, resident of 1/9, Benachity West, J.K. Paul Lane, Jain Temple, City: Durgapur, P.O.- Benachity, P.S. Durgapur, District- Paschim Bardhaman, State- West Bengal, India, PIN- 713213, **(4) SMT. RINKI PAUL [PAN- BAPPG5949C]** Wife of Sri. Uttam Kumar Paul, by faith Hindu, by occupation House wife, by nationality Indian, resident of 2C/27, Harshabardhan Road, City: Durgapur, P.O.- A-Zone, P.S. Durgapur, District- Paschim Bardhaman, State- West Bengal, India, PIN- 713204, all Landowners represented by their constituted Attorney "**ORCHID REALTORS**" (a Partnership firm) represented by its one of the Partner **SRI. UTTAM DAS [PAN- ARIPD6567A]** Son of Mr. Gopinath Das, by faith Hindu, by nationality Indian, by occupation-Business, resident of D-1/1, Vidyasagar Pally, P.O.- Benachity, P.S.- Durgapur, District- Paschim Bardhaman, W.B., India, PIN- 713213, [**Vide Power of Attorney no. I-1862 for the year 2024 of A.D.S.R. Raniganj**] hereinafter refereed to and called as "**LANDOWNER**" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, representatives, executors, administrators, successors and assigns) of the **FIRST PART**.

AND

"ORCHID REALTORS" [PAN:- AAHF09317M] (a Partnership firm) having its office at N/1, Padma Pukur, Benachity, Holding I.D. No- 0071586, Circle/ Ward No-21, P.O. Benachity, P.S. Durgapur, Dist.: Paschim Bardhaman, W.B., India, PIN: 713213, represented by its one of the **Partner namely SRI. UTTAM DAS [PAN- ARIPD6567A]** Son of Mr. Gopinath Das, by faith- Hindu, by nationality Indian, by occupation-Business, resident of D-1/1, Vidyasagar Pally, P.O.- Benachity, P.S.- Durgapur, District- Paschim Bardhaman, W.B., India, PIN- 713213, 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

(1) _____ [PAN-] Son of _____, by faith __, by nationality Indian, by Profession __, **(2) _____ [PAN-]** Wife of _____, by faith __, by nationality Indian, by Profession __, both are residing at _____

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

WHEREAS the property mentioned in the Schedule below had been purchased by Anil Kumar Mukhopadhyaya Alias Anil Kumar Mukherjee & Subodh Kumar Mukhopadhyaya jointly purchased 15 decimal land vide deed No. 243 for the year 1964 of Joint Sub Registrar of Raniganj at Durgapur and thereafter Subodh Kumar Mukhopadhyaya transferred his share i.e. 7.5 decimal land infvaour of Anil Kumar Mukhopadhyaya Alias Anil Kumar Mukherjee vide deed No 4912 for the year 1975 of Joint Sub Registrar of Raniganj at Durgapur and also recorded his name in L.R. Record by Mutation under Khatian No. 5805 and the said Anil Kumar Mukhopadhyaya Alias Anil Kumar Mukherjee died leaving behind four sons namely Dipak Mukherjee, Swapan Kumar Mukherjee Tarun Kumar Mukherjee & Tanoy Mukherjee and four daughters namely Mala Banerjee, Karabi Dey, Mukti Banerjee and Tapati Majumder as his only legal heirs and later on the said Dipak Mukherjee died leaving behind the his wife Anima Mukherjee and son Somnath Mukherjee and daughter Mamoni Maji as his legal heirs and Tanoy Mukherjee died unmarried and the said Tapati Majumder died leaving behind his only son Tanmoy Majumder as her only legal heirs and thereafter Swapan Kumar Mukherjee Tarun Kumar Mukherjee, Mala Banerjee, Karabi Dey, Mukti Banerjee, Anima Mukherjee, Somnath Mukherjee, Mamoni Maji and Tanmoy Majumder become joint owner of the schedule mentioned property as per law of inheritance and they jointly sold the same to present Landowners vide deed No- 2824 for the year 2023 of ARA-II, Kolkata and after purchasing the land present landowners mutated their name in L.R.R.O.R. and after that they converted the land from Danga to Commercial Bastu vide Conversion case nos. CN/2023/2301/524 Dated: 21.09.2023, CN/2023/2301/522 Dated: 21.09.2023, CN/2023/2301/521 Dated: 21.09.2023 & CN/2023/2301/518 Dated: 21.09.2023.

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 Andal Gram Panchyat has granted the commencement certificate to develop and same was approved by Paschim Bardhaman Zilla Parisad vide Memo No- 409/PSBZP DATED 01.02.2024.

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- 6039 for the year 2023 of A.D.S.R. Raniganj.

AND WHERE AS the purchaser being interested to purchase a flat in the **“THE ORKIT PHASE II”** 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 **“THE ORKIT PHASE II”** 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., Andal 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.

FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

All that piece of parcel of "**Commercial Bastu**" land admeasuring about **15 (Fifteen) Decimal** under **Mouza- Dignala**, J.L. No- 43, P.S. **Andal**, under the jurisdiction of Andal Gram Panchayat, Dist-Paschim Bardhaman, P.S.: Andal,

R.S. & L.R. Plot	L.R. Khatian No	Area in Decimal
1816	5825	2.00 Decimal
1816	5832	4.86 Decimal
1816	5826	4.00 Decimal
1816	5831	4.14 Decimal

SECOND SCHEDULE

PART-I

(Said Flat)

All that the unit being **Apartment No.** on the **Floor**, admeasuring **more or less Carpet Area- Square Feet, Super Built Up/ Saleable Area Square Feet Tiles Flooring** of "**THE ORKIT PHASE II**" at the land as described in the First Schedule with proportionate undivided share of the land enjoyment at common areas amenities and facilities (as described in part- I & Part - II of the Third schedule - hereunder)

THIRD SCHEDULE

PART-II

(Parking Space)

All that right to park a medium size car in the car parking space in the Ground Floor of the Building.

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 "**THE ORKIT PHASE II**".
2. Corridors of "**THE ORKIT PHASE II**". (Save inside any unit).
3. Drains & Swears of "**THE ORKIT PHASE II**".(Save inside any unit).
4. Exterior walls of "**THE ORKIT PHASE II**".
5. Electrical wiring and Fittings of "**THE ORKIT PHASE II**". (Save inside any unit).
6. Overhead Water Tanks "**THE ORKIT PHASE II**".
7. Water Pipes of "**THE ORKIT PHASE II**".

8. Lift Well, Stair head Room, Lift Machineries "**THE ORKIT PHASE II**".
9. Pump and Motor of "**THE ORKIT PHASE II**".

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 "**THE ORKIT PHASE II**".
2. Drains & Swears of "**THE ORKIT PHASE II**" (Save inside the Block).
3. Boundary Walls and Main Gates of "**THE ORKIT PHASE II**".

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 "**THE ORKIT PHASE II**".

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;

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)