

DEED OF SALE**Valued at Rs.**

THIS INDENTURE OF SALE made on this _____ day of _____, 2022
(Two Thousand Twenty-Two).

BETWEEN

1) **SRI PRITAM MONDAL**, Son of Pranab Kumar Mondal, **PAN No. BUCPM2421C**,
2) **SRI JAYANTA KUMAR MONDAL**, Son of Late Nirmal Kumar Mondal, **PAN No. AEEPM2336P**, 3) **PAYAMANTHI MONDAL**, Wife of Sri Ayan Mukherjee, **PAN No. BKRPM3146H**, 4) **SMT. SUKLA MONDAL**, Wife of Pranab Kumar Mondal, **PAN No. AMUPM1844L**, all by faith Hindu (Indian), all by Profession Business, all resident of Gopal Babu Road, Charmandirtala, P.O. Gondalpara, P.S. Chandannagar, Dist. Hooghly, Pin 712137, duly represented by their nominated and Constituted Attorney **PHOENIX**, **PAN No. AAWPFP2664B**, a Partnership Firm having its office at Gopal Babu Road, Charmandirtala, P.O. Gondalpara, P.S. Chandannagar, Dist. Hooghly, Pin 712137, Represented by its Partners – 1) **SRI PRITAM MONDAL**, Son of Pranab Kumar Mondal, **PAN No. BUCPM2421C**, 2) **PAYAMANTHI MONDAL**, Wife of Sri Ayan Mukherjee, **PAN No. BKRPM3146H**, 3) **SMT. SUKLA MONDAL**, Wife of Pranab Kumar Mondal, **PAN No. AMUPM1844L**, 4) **SRI SUPRATIM MONDAL**, Son of Subrata Kumar Mondal, **PAN No. EQKPM1073F**, all by faith Hindu (Indian), all by Profession Business, all resident of Gopal Babu Road, Charmandirtala, P.O. Gondalpara, P.S. Chandannagar, Dist. Hooghly, Pin 712137, hereinafter referred to and called as the **VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

A N D

PHOENIX, **PAN No. AAWPFP2664B**, a Partnership Firm having its office at Gopal Babu Road, Charmandirtala, P.O. Gondalpara, P.S. Chandannagar, Dist. Hooghly, Pin 712137, Represented by its Partners – 1) **SRI PRITAM MONDAL**, Son of Pranab Kumar Mondal, **PAN No. BUCPM2421C**, 2) **PAYAMANTHI MONDAL**, Wife of Sri Ayan Mukherjee, **PAN No. BKRPM3146H**, 3) **SMT. SUKLA MONDAL**, Wife of Pranab Kumar Mondal, **PAN No. AMUPM1844L**, 4) **SRI SUPRATIM MONDAL**, Son of Subrata Kumar Mondal, **PAN No. EQKPM1073F**, all by faith Hindu (Indian), all by Profession Business, all resident of Gopal Babu Road,

Charmandirtala, P.O. Gondalpara, P.S. Chandannagar, Dist. Hooghly, Pin 712137, hereinafter referred to and called as the **DEVELOPERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

A N D

hereinafter referred

to as the party of the **THIRD PART/ PURCHASER**, (which expression unless repugnant to the subject or context shall mean and include his heirs, successors, legal representatives, administrators, executors, and assigns).

WHEREAS a piece and parcel of Bastu land measuring 5 Cottah 3 Chhatak or 0.086 Acre under A.D.S.R. Office, Mouza, P.S. and Municipal Corporation Chandernagore, J.L. No. 1, Sheet No. 18, R.S. Khatian No. 237, L.R. Khatian No. 569, R.S. Dag No. 582, L.R. Dag No. 961, Holding No. 509, situated at Sarengpara First Lane, Ward No. 18, was originally belonged to Smt. Nilima Prova Bandyopadhyay, W/o. Late Hemendra Nath Bandyopadhyay, of Chandernagore Goabagan, P.S. Chandernagore, Dist. Hooghly. During her possession therein she sold out the same in favour of Sri Panchu Gopal Das, S/o. Late Kshetra Mohan Das, of Hatkhola, P.O. & P.S. Chandernagore, Dist. Hooghly by dint of a Registered Deed of Sale bearing No. 567/1956, dated 21.12.1956, registered in the office of Sub-Registrar, Chandernagore recorded in Book No. I, Volume No. 9, within pages 250 to 255 for the year 1956. Thereafter said Panchu Gopal Das also sold out the same in favour of Sri Basudeb Dey, S/o. Late Sailendra Nath Dey, of Hazinagar Lichutala, P.O. & P.S. Chandernagore, Dist. Hooghly, by virtue of a Registered Deed of Sale bearing No. 2478/1960, dated 02.07.1960, registered in the office of Jt. Sub-Registrar of Serampore at Chandernagore recorded in Book No. I, Volume No. 23, within pages 187 to 190 for the year 1960. Said Basudeb Dey also mutated his name in L.R. Record of Rights vide L.R. Khatian No. 569 and Assessment Register of Chandernagore Municipal Corporation and during his possession therein by payment of Rent and Taxes, he also sold out the same in

favour of the Party of the First Part by execution of a Registered Deed of Sale bearing No. 3866/2018 dated 19.12.2018, registered in the Office of A.D.S.R., Chandernagore recorded in Book No. I, Volume No. 0604-2018, within pages 86498 to 86523 for the year 2018.

AND WHEREAS after purchasing the property in the aforesaid manner Party of the First Part/Owners are in peaceful possession therein after mutating their names in the L.R. Record of Rights vide L.R. Khatian No. 2062 (Pritam Mondal), 2063 (Sukla Mondal), 2064 (Jayanta Kumar Mondal), and 2065 (Payamanthi Mondal) and also in the Assessment Register of Chandernagore Municipal Corporation against Holding No. 509, Ward No. 18 and paying Rent & Taxes in their names. The Property is free from all sorts of encumbrances and the present owners are in peaceful possession therein having every right, title interest.

AND WHEREAS the Party of the First Part with the intention to develop the 'A' Schedule property by construction of multistoried (G+3) building thereon consisting of several flats, shops and parking space(s) engaged and empowered the Party of the Second Part as Developer/Promoter by executing a Regd. Development Agreement being No. 210 dated 20.01.2020, registered in the office of A.D.S.R., Chandannagar, recorded in Book No. I, Volume No. 0604-2020, within pages 5538 to 5584 for the year 2020 on certain terms and conditions contained therein and the present Vendors also empowered the Developer/Promoter(s) by dint of a Registered Power of Attorney bearing No. 217 dated 20.01.2020, registered in the office of A.D.S.R., Chandannagar, recorded in Book No. I, Volume No. 0604-2020, within pages 5509 to 5537 for the year 2020.

AND WHEREAS the developers in accordance with the Development Agreement and as per the Plan sanctioned by Chandernagore Municipal Corporation bearing No. **B-3/RB/51/2019-20** dated **07.09.2019** have started all activities towards the multi-storied building upon schedule of property mentioned in 'A' hereunder.

AND WHEREAS the Promoters/Developers of the Second part thereafter Constructed (G+3) Storied building consisting of different flats, shops & Car parking, etc. by the name and style of **"SARANG APARTMENT"** according to the

sanctioned Plan being No. **B-3/RB/51/2019-20** dated **07.09.2019** duly sanctioned by Chandernagore Municipal Corporation and also handed over the owner's allocated portion therefrom in favour of the Party of the First Part/Owner and remaining portion is the Developers' allocation.

AND WHEREAS after completion of the said construction work and handing over the Owner's allocation now the Developers offered to sale of the Flat as ownership basis and whereas the Purchaser/s agreed to purchase the **Flat No. _____**, having Super Built up area **___ Sft.** on the **_____ Floor** of the said Building named and known as **"SARANG APARTMENT"** with sole and exclusive transferable and irrevocable right to the use of the same together with undivided proportionate share of land with terms and conditions mentioned herein under at the agreed a total consideration of **Rs. _____ only** being fully satisfy with the construction works as well as plaster of the inner walls and ceiling, Floor and other decorations of the Flat and entered into an agreement.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

THAT in pursuance of the said Agreement arrived at in between the parties and in consideration of the sum of **Rs. _____ only** being the agreed and full amount of consideration money, well and duly paid by the Purchaser/s before the execution of this Deed the receipt whereof the Developers do hereby acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever discharge the Purchaser/s the property hereby conveyed and the Developers in association with the Owners hereby grant, sell, transfer , convey, assign and assure unto the Purchaser/s ALL THT the said **Flat No. _____** on the **Ground Floor** of the said Building named and known as **"SARANG APARTMENT"** which is shown in the Map annexed hereto and thereon Bordered by **"RED"** colour and which are more specifically mentioned in the SCHEDULE 'C' below TOGETHER WITH proportionate share and/or interest of the Land mentioned in the SCHEDULE 'A' below TOGETHER WITH all rights and benefit of the said Building in respect of all the common parts and common amenities thereof mentioned in the SCHEDULE 'B' below TOGETHER WITH all rights, privileges, whatsoever thereunto belonged or occupied therewith and right, title, interest claim and demand whatsoever of the Vendor and Developers upon or in

respect of the said Flat and inheritance thereof in free, simple, in possession free from all encumbrances, whatsoever unto the Purchaser/s absolutely and forever.

TO HAVE AND TO HOLD the said flat mentioned in the SCHEDULE 'C' below hereby conveyed, granted, sold, transferred or expressed or mentioned so to be, unto and to the use for Residential purpose only of the Purchaser/s absolutely and forever and the VENDOR and DEVELOPERS do hereby covenant that notwithstanding any Act, Deed, or thing whatsoever by the Vendor or their representatives or their predecessor-in-interest done or executed or knowingly suffered to the contract the Vendor and Developer are lawfully, rightly and absolutely ceased and possessed of otherwise well and sufficiently entitled to the said Flat mentioned in the SCHEDULE 'C' below hereby granted, conveyed and intended so to be and every part thereof for a perfect and indefeasible estate property and promises hereditaments, messuages, appurtenances, without any manner of encumbrances, charges, conditions, use, trust, or any other thing whatsoever to other defect, encumber or make void the same. AND THAT the property/Flat is free from all encumbrances, charges, liens, equities and THE PURCHASER/PURCHASERS shall at all times hereafter peacefully and quietly possess and the said Flat and to receive rents and profits thereof without interruption, claim, or demand whatsoever from or by the Vendors/Developer or any other person whatsoever.

AND THAT the VENDOR and DEVELOPERS covenant that the Vendor and Developer and their heirs, executors, and administrators shall at all times hereafter indemnify and keep indemnified the PURCHASER/S his/her/their heirs, executors, administrators, and assignees against losses, damages, cost, charges, and expenses, if any suffered by reason of any defect in the title of the Vendor and Developer or any breach of Covenants hereunder contained.

AND FURTHER that the VENDOR and DEVELOPERS covenant that the Vendor and Developers and their heirs, executors, and administrators shall at all request and at the cost of the PURCHASER/S, his/her/their heirs, executors, and administrators, 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 Flat or said property and every part thereof in the manner

aforesaid according to the true intent and meaning of this Deed as may be reasonable required.

THE PURCHASER/S shall hereafter get his/her/their name(s) mutated in the local Municipal Corporation, B.L. & L.R.O. Office, and other authorities and shall pay the Taxes, Rents, etc. to the concerning Authorities in their own names and the VENDOR and DEVELOPERS will always cooperate in giving consent in writing as and when such consent will be required.

AND it is further agreed and declared by and between the parties:-

PURCHASERS' RIGHT AND OBLIGATION :-

1. The PURCHASER/S shall have full and absolute proprietary right such as the Vendor and Developers derives from the title of the said property hereby conveyed and mentioned in the SCHEDULE 'C' below.
2. The PURCHASER/S shall have exclusive transferable right of the said Flat and shall be entitled to sell, mortgage, lease, gift, exchange, etc. of the said Flat hereby conveyed.
3. The PURCHASER/S shall have the common right in the common portions mentioned in the SCHEDULE 'D' below, jointly with the other co-owners of the Flat and/or the Vendor and Developers.
4. The PURCHASERS shall have right to take Telephone connection separate Electric meter, Gas and other necessary connection and/or lines in the flat hereby conveyed through the common portions/parts and fix meter at common meter room for the purpose.
5. The PURCHASER/S shall not injure or damage the common portion or any other portions of the Building by making any alteration or withdrawing any support for making any construction whatsoever or otherwise.
6. The PURCHASER/S shall not alter or any other outer portion or elevation of the Building.
7. The PURCHASER/S shall not break any wall or walls of the said Flat or open out window or any other apparatus for the purpose of installing window, Air-

conditioner, Exhaust Fan, etc. without taking written permission of the DEVELOPERS. Nothing contained herein shall prevent the Purchaser/s to install window, Air-Conditioner at the place is provided in the Steel Frame or windows to the said Flat.

8. The PURCHASER/s shall not through or to accumulate on cause to be thrown or accumulation of any dust, ashes, rubbish or other refused Articles in the common portions.
9. The PURCHASER/S shall not store any inflammable, combustible offensive, obnoxious, dangerous articles in the said Flat or any portion of the said building.
10. The PURCHASER/S shall not decorate or paint or otherwise alter the colour scheme of the exterior of the said flat or the Building or the common portions.
11. The PURCHASER shall not do or permit anything to be done which is likely cause illegal or nuisance to the co-owners or occupiers of the said Building or adjoining Buildings.
12. The PURCHASER/S shall comply with the statutory law, regulations notifications which will be applicable to the said Flat or any part thereof and keep the Vendors/Promoters harmless and indemnified in respect thereof.
13. The PURCHASER/S shall be entitled to access to the roof of the said Building for the purpose of maintenance and repair of the overhead Tank, T.V. Antenna or other fittings on the roof without creating any disturbances to the other co-owners.
14. The PURCHASER/S shall be entitled to use the said Flat for the purpose of Residential purpose only and not for Commercial or Business or Industrial purpose.
15. The PURCHASER/S shall keep the said Flat and every part thereof and all fixtures and fittings therein properly and in good repair and in a neat and clean condition.
16. The PURCHASER/S shall be permitted to use all paths, passages and staircase for the purpose of ingress to or egress from the main gate and not for any other purpose.

17. The PURCHASER/S shall allow the Vendor and Promoters/ Developers or his/their workman, Surveyor, Agents with or without material to all reasonable time to enter into the said Flat as well as common portions for the purpose of Construction and completion of the Building.
18. The PURCHASER/S shall not obstruct the Vendors/ Promoters/ Developers/ Service organization in their acts relating to common purpose.
19. The PURCHASER/S shall not make any structural additions and alterations in the said Flat whereby the main Building may be damaged.
20. The PURCHASER/S shall not keep any heavy Article or things, which likely to damage the floor or operate any machine other than usual home appliance.

COMMON EXPENSES :-

1. All expenses for maintenance, repairing replacing etc. of the common portions in the Building including outer walls and top roof of the Building.
2. All expenses for running and operating all machinery and installations i.e. water pump, electrical installations, lift, etc. in the common portions, including its cost of repairing replacing.
3. Salaries, remunerations, benefits and other expenses of the persons employed or to be employed for the common purposes such as caretaker, darwans security, sweepers electricians or other maintenance staff.
4. All charges and deposits for supplies of common utilities for the co-owners of the Building.
5. Municipal Tax, water tax and other taxes for the common portions of the Building.
6. Electricity charges for service, operation, including its cost of equipments and installations for the common service and lighting for the common portions.
7. Insurance premium if any for the Building and/or common portions.
8. Cost and expenses for formation and operation and service organisation/Association including its office expenses.
9. All litigation expenses incurred for common purpose and relating to the common use and enjoyment of the common portion.
10. Creation of fund for replacement, renovation and/or other periodical expenses.

11. All other expenses and/or outgoings as are incurred by the Vendors/Developer and/or Society/ Association/ Service organisation for the common purpose.

MAINTENANCE AND MANAGEMENT :-

The Co-owners of the Flat shall form an Flat Owners' Association/Society for maintenance and management of the common portions including taking over all obligations of the said Building as per law provided under West Bengal Apartment Ownership Act, 1972. The PURCHASER/PURCHASERS must co-operate with the vendor co-owners to form this Association and he/she/they must be a member of the Association.

ASSOCIATION :-

It is hereby further agreed between the parties that the Purchaser/Purchasers or unit owners/Developer of the said building will frame a Society or Association under West Bengal Apartment Ownership Act, 1972 for the upkeep and maintenance of the said building and the common amenities. Upon formation of the said Association/Society, the First Party will hand over the responsibilities for the maintenance to the said Society/Association and the Society/Association will have the right to frame rules and regulations for the said purpose and the Purchaser/ Purchasers will co-operate upon being a member.

SCHEDULE 'A'

(Description of the Land)

ALL THAT piece and parcel of Bastu land measuring 5 Cottah 3 Chhatak or 0.086 Acre under A.D.S.R. Office, Mouza, P.S. and Municipal Corporation Chandernagore, J.L. No. 1, Sheet No. 18, R.S. Khatian No. 237, L.R. Khatian No. 2062 (Pritam Mondal), 2063 (Sukla Mondal), 2064 (Jayanta Kumar Mondal), and 2065 (Payamanthi Mondal), R.S. Dag No. 582, L.R. Dag No. 961, Holding No. 509, situated at Sarengpara First Lane, Ward No. 18 in the District of Hooghly.

Butted & Bounded by :

NORTH : Property under R.S. Dag No. 946.
 SOUTH : Sareng Para First Lane.
 EAST : Property under R.S. Dag No. 960
 WEST : Pukur under R.S. Dag No. 944.

SCHEDULE 'B'
(Description of the Building)

ALL THAT the multi-storied (G+3) Building by the name and styled as **"SARANG APARTMENT"** situated at Sarengpara First Lane, Holding No. 509 Ward No. 18, within the ambit of Chandernagore Municipal Corporation, P.S. Chandernagore, Hooghly, over the land mentioned in the 'A' schedule hereinabove consisting of Several flats/units, shops, carparkings, etc. thereon as per Sanctioned Building Plan being No. **B-3/RB/51/2019-20** dated **07.09.2019** duly sanctioned by Chandernagore Municipal Corporation.

SCHEDULE -'C'
(THE FLAT/PROPERTY HEREBY CONVEYED)

Purpose : Residential.

ALL THAT the demarcated and well defined Flat being No. _____, on the _____ **Floor** of the multistoried (G+3) Building named and known as **"SARANG APARTMENT"** containing a Covered area of _____ **Sft.** and super built up area _____ **Sft. Tiles flooring** which is shown in the Map or Plan annexed hereto and thereon bordered by "RED" colour and are part and parcel of this Deed along with proportionate share of stair-case and landings, other common portions and other common facilities in the Building mentioned in the Building mentioned in the **B** Schedule along with proportionate undivided share of land mentioned in the **SCHEDULE 'A'** with other easement rights, privileges. **The Flat hereby conveyed is from Developers' Allocation.**

BUTTED AND BOUNDED BY :-

NORTH :

SOUTH :

EAST :

WEST:

SCHEDULE - 'D'
(DESCRIPTION OF COMMON PORTIONS)

1. Entrance and exists.

2. Boundary wall and main Gate. Use of Culverts, use of passages around the four sides of the building.
3. Water pump room.
4. Staircases landing on all the floors, common use of roof top and total staircases for walking and moving from bottom to upper floor.
5. Drainage and sewerages lines and other installations for the same except only those which are installed within the exclusive area of any UNIT for its use.
6. Electrical wirings and other fittings excluding only those which are installed within the exclusive area of any UNIT for its use.
7. Common walking facilities around the four sides of the building.
8. Water pumps, water reservoirs together with all common plumbing installation for carriage of water excluding only such parts of installation and fittings as are exclusively for the UNIT.
9. Common use of overhead Water Tank.
10. Common use of electric meter room.
11. Lift room with machineries and fittings.
12. Such other common parts and areas, equipment installations, fittings, fixtures and spaces in or about the land and the building.

N.B. One's common portion does not mean any obstruction of the right of common use, facility, privileges and easements to the other inhabitants of the said building.

FIFTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

The expenses should be borne by all the inhabitants (Flat/SHOP purchasers or owners) jointly and proportionately by the Guidance of Association which is formed by the UNIT members of Flat owners:-

1. Common Electric.
2. Charges through sub meter for water pump, main gate lamp, two wheeler's shade lamp, lamps throughout the staircase.
3. Repair, colouring and maintenance of the building, repairing, renovating and replacing the common portion including the outer walls of the Building year after year if necessary.

4. All expenses for running and operating all machinery equipments and installations comprised in common portions, including water pumps, electrical sub-station, transformer and Generator and including the cost of repairing, renovating and replacing the same.
5. The salaries and all other expenses of the staffs to be employed/employed for the common purpose, including their salaries, Bonus and other emoluments and benefits.
6. Cost of Insuring the Building and/or common portions.
7. Creation of Fund for Replacement, Renovating and/or other periodic expenses.
8. Cost of formation and operation of the Association of the Flat Owners.
9. Repairing of Lift and other electrical appliances installed for the common purpose in the building.
10. All other expenses and/or outgoings as are incurred by the Developer and/or the Association for the common purposes.

IN WITNESS WHEREOF the parties hereto do set and subscribe their respective hands before the witnesses on this day, month and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of :-

1.

1) SRI PRITAM MONDAL,
 2) SRI JAYANTA KUMAR MONDAL,
 3) PAYAMANTHI MONDAL,
 4) SMT. SUKLA MONDAL,
 duly represented by their nominated &
 constituted Attorney(s)

(SIGNATURE OF THE VENDORS)

2.

(SIGNATURE OF THE DEVELOPERS)

(SIGNATURE OF THE PURCHASER/S)

MEMO OF CONSIDERATION

Received by the within named Developers from the purchaser/s the sum of
Rs. _____ only.

Issuing Bank & Branch	Cheque No	Date	Amount (Rs.)

In the presence of

WITNESS :-

1.

2.

(SIGNATURE OF THE DEVELOPERS)

Drafted by me :-

Advocate
 Chandernagore Court

Type by me :-

Chandernagore, Hooghly.