

DEED OF SALE

Mouza: Searsole, P.S. Raniganj, Property hereby Sold is: One self contained on the 1ST Floor having its super built up area 1148 Sq. ft.

THIS DEED OF SALE is made on this day of 202..
(.....)

-:: BY ::-

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1) SMT. RENU DEVI THOKI , W/O SRI. SHYAM BAHADUR, PAN: AMXPT1537A, , 2) SRI. SHYAM BAHADUR, S/O LATE. CHURAMAN BAHADUR, PAN: AMXPB3953E both are by Religion Hindu, Nationality : Indian, by occupation business, resident of R.N.M. LANE, SHER BAHADUR BHAWAN, KIRTANIA PARA, P.O. & P.S. Raniganj A.D.S.R. Office Raniganj, Sub-division Asansol, District. Paschim Bardhaman (W.B.), Pin Code-713347, hereinafter jointly and severally called the “**SELLERS**” (Which expression shall include and mean their heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART:**

--- IN FAVOUR OF ---

MR./MRS.,
PAN:.....S/O,W/O,D/O.....**MR./MRS.**, by Religion,
Nationality: Indian, by occupation: , resident of

herein-after called the “**PURCHASER**” (Which expression shall include and mean her heirs, successors, executors, administrators, legal representatives and assigns) of the **OTHER PART.**

WHEREAS the property mentioned and described in ‘A’ schedule below was originally belonged to Smt. Purnima Maiti, W/O Sri. Paban Maiti. being standing in and upon R.S. Plot No. 1554 , corresponding L.R. Plot No. 2172, within Mouza Searsole, J.L. No.17, measuring an area 20 Katha or 33 decimal, after getting the same, she had become the sole and absolute owner of the schedule mentioned property and her name have been recorded in the B.L.& L.R.O. Raniganj as rayat and since then she had been enjoying and possessing without any objection and obstruction from any quarter.

AND WHEREAS the said property sold by Purnima Maiti to Madesh Shrama S/O Pratap Narayan Sharma, by virtue of Reg. Deed of Sale being Deed No. I-1239 Dated: 18-03-2015 & I-3969 Dated: 28-07-2015. After that Madesh Sharma become Sole Owner of the property and He have been enjoying and possessing the same and their name have duly been recorded in the finally Published L.R. Record of Rights in separate **L.R. Khatians No. 6999** as Rayats.

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AND WHEREAS the said property sold by Purnima Maiti to MadeshShrama S/O Pratap Narayan Sharma, by virtue of Reg. Deed of Sale being Deed No.I-1239 Dated: 18-03-2015 & I-3969 Dated: 28-07-2015.After that Madesh Sharma become Sole Owner of the property and He have been enjoying and possessing the same and their name have duly been recorded in the finally Published L.R. Record of Rights in separate **L.R. KhatiansNo. 6999** as Rayats.

AND WHEREAS the above named Smt. Renu Devi Thoki& Sri. ShyamBahadur became the sole and absolute ownerand they have been enjoying and possessing the same by various way without any objection and obstruction from any quarter,and their name have duly been recorded in the finally Published L.R. Record of Rights in separate **L.R. Khatians Nos. 8713 & 8490**as Rayats.

AND WHEREAS the above named sellers became the sole and absolute ownerand they have been enjoying and possessing the same by various way without any objection and obstruction from any quarter and the above named seller obtained sanctioned Plan from the authority concerned of Asansol.

Municipal Corporation for G +5 Multistoried pucca building upon the 'A' schedule property having sanction Plan vide Building Permit No. **SWS-OBPAS/1101/2023/0576** dated 17/05/2023.

AND WHEREAS the above named seller have constructed G+5 storied building which is known and called "**ADI & AVI HEIGHTS**" consisting of various self contained residential Flats as per plan specification.

AND WHEREAS the sellers holds the property mentioned and described in the schedule B below is free from all manner of charges, mortgages, liens, debts, claims or any other encumbrances whatsoever and the sellers has full power and absolute right to sell, convey and transfer the schedule 'B' mentioned Flat in favour of the purchaser.

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Municipal Corporation for G +5 Multistoried pucca building upon the 'A' schedule property having sanction Plan vide Building Permit No. **SWS-OBPAS/1101/2023/0576** dated 17/05/2023.

AND WHEREAS the above named seller have constructed G+5 storied building which is known and called "**ADI & AVI HEIGHTS**" consisting of various self contained residential Flats as per plan specification.

AND WHEREAS the sellers holds the property mentioned and described in the schedule B below is free from all manner of charges, mortgages, liens, debts, claims or any other encumbrances whatsoever and the sellers has full power and absolute right to sell, convey and transfer the schedule 'B' mentioned Flat in favour of the purchaser.

AND WHEREAS the sellers in order to meet their lawful necessity has decided and proclaimed to sell his property mentioned and described in the schedule "B" below situated on the first floor of the Schedule 'A' property measuring super built up area ofSq. ft. with undivided proportionate share of Schedule "A" property named and known as "**ADI & AVI HEIGHTS**", along with all common rights and facilities over the common portions areas, pathways, lift, structures, installations, which is more fully mentioned and described in the Schedule "C" below.

AND WHEREAS after getting information regarding intention of the sellers, the above named purchaser approached and requested the sellers with a view to purchase the Schedule "B" property along with all common rights and facilities attached thereto mentioned and described in Schedule "C" below at or for the price of **Rs. /-** (.....) free from all encumbrances, charges, liens, debts, dues, claims and demands whatsoever.

AND WHEREAS the sellers considering the said price offered by the purchaser to be fair and highest in the present market rate have agreed to sell,

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convey and transfer the "B" Schedule property along with all common rights and facilities attached thereto mentioned and described in "C" Schedule below unto the purchaser with all her right, title, interest and possession therein free from all encumbrances, charges and liens whatsoever.

AND WHEREAS the purchaser has paid a sum of **Rs./-** (.....) to the sellers, the entire price of the "B" Schedule property along with all common rights and facilities attached thereto mentioned and described in "C" Schedule below.

AND WHEREAS the sellers have received a sum of **Rs. /-** (.....) for the "B" Schedule property along with all common rights and facilities attached thereto mentioned and described in "C" Schedule below is hereby sold to the purchaser as per Memo of Consideration herein below.

NOW THEREFORE THIS DEED OF ABSOLUTE SALE

WITNESSETH AS FOLLOWS :-

THAT in pursuance of the said agreement between the sellers and the purchaser and in consideration of the payment of **Rs. /-(.....)** paid by the purchaser to the sellers towards the full and final price of the entire consideration of the said "B" Schedule property on execution of this presents (the receipt whereof the sellers do hereby admit and acknowledge). The sellers do hereby absolute sell, grant, convey, transfer, assign and assure all that "B" Schedule Flat along with all common rights and facilities attached thereto mentioned and described in "C" Schedule below unto and to the use of the said purchaser together with all easements, privileges, rights and liberties attached thereto mentioned in "C" Schedule below whatsoever free from all manner of charges, mortgages, liens and encumbrances whatsoever and all the right, title, interest, claim and demands whatsoever of the sellers unto and upon the said property hereby conveyed and transferred unto the purchaser.

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TO HAVE AND TO HOLD the said property hereby granted, sold and conveyed unto and to the use of the purchaser, her heirs, successors, executors, administrators and legal representatives forever and the purchaser has become the sole and absolute owner of the said property and the said sellers do hereby covenant with the purchaser that right, title and interest of the sellers hereby conveyed is free from any manner of charges, liens, mortgages, debts, dues, claims and demands whatsoever.

THAT the sellers hereby deliver the Khas vacant possession of the said property mentioned and described in "B" Schedule property along with all common rights and facilities attached thereto mentioned and described in "C" Schedule below unto the purchaser shall at her discretion exercise all right of the ownership therein and the sellers hereby further covenant with the purchaser in the manner mentioned herein below.

THAT the purchaser from this day, by virtue of this deed of sale have become the sole and absolute owner of the property including one two wheeler space. mentioned and described in the Schedule "B" below

THAT the sellers declares that they have absolute right and ownership over the "B" Schedule property sold to the purchaser and has full power and absolute right to sell, grant, convey, transfer and assure the property by way of sale, grant, transfer and convey each and every part thereof unto the purchaser and further that he/she absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property and that the sellers has not in any way encumbered the said property intended to be conveyed by this deed of sale and that the said purchaser including their legal heirs and successors shall and may at all times peaceably and quietly hold, possess, use and enjoy the said "B" schedule property as lawful and rightful owner thereof without any interruptions, obstructions claim and or demand whatsoever from or in trust for her.

THAT the sellers hereby sells, conveys, grants, transfers, assures and assigns each and every part of the property mentioned and described in the

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THAT the sellers hereby sells, conveys, grants, transfers, assures and assigns each and every part of the property mentioned and described in the

“B” Schedule property along with all common rights and facilities attached thereto mentioned and described in “C” Schedule below unto the purchaser with all easement right attached thereto.

THAT the purchaser shall be entitled to have peaceful possession of the property sold to her by the sellers without any interruption or disturbance or claims or demands whatsoever from the sellers or their heirs, successors, and legal representatives.

THAT the said property mentioned and described in the “B” Schedule below shall be quietly enjoyed by the purchaser without any interruption or disturbance or claim or demand whatsoever from the sellers.

THAT the said property mentioned and described in the “B” Schedule below is hereby conveyed and transferred is free from all encumbrances, charges and liens whatsoever and there is no any arrear of rents, cesses and taxes or any other imposition due by the sellers up to this day and the right, title and interest of the sellers hereby not conveyed or mortgaged by the sellers to anybody else and the sellers never entered into any agreement or arrangement with anybody else for that purpose and that the sellers shall remain bound to indemnify the purchaser and refund the entire consideration money with interest and damage unto the purchaser, if the right, title and interest of the sellers in the property mentioned and described in the “B” Schedule below by any way affected in any manner whatsoever due to defect of the title of the sellers.

THAT the “B” Schedule property along with all common rights and facilities attached thereto mentioned and described in “C” Schedule below is hereby sold, conveyed and transferred is free from all encumbrances, charges, mortgages, debts, claims, dues, demands and liens whatsoever by the sellers and the sellers shall sufficiently indemnify against all encumbrances, charges, mortgages, debts, claims, dues, demands and liens whatsoever created or occasioned or made by the sellers or any person claiming through or under and in trust for the sellers.

THAT the sellers do hereby further covenant with the purchaser that the purchaser and her heirs, executors, successors, administrators and legal

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representatives shall have absolute right and full authority to own, use, enjoy, possess and occupy the said property mentioned and described in the "B" Schedule below along with all common rights and facilities attached thereto mentioned and described in "C" Schedule below at her free will and accord and enjoy the same in any manner from generation to generation as she finds necessary without any interruption or disturbances by the sellers or their heirs, executors, successors, administrators and legal representatives.

THAT the purchaser is at liberty to take separate electric connection into the 'B' Scheduled property from W.B.S.E.D. Co. Ltd, or INDIA POWER using her own part of the premises and all the maintenance charges, repairing, etc. in respect of the 'C' Schedule shall be borne by the purchaser along with the other property owners and the sellers shall have no connection in any way in respect of the maintenance of the 'B' Scheduled property.

THAT the purchaser, her heirs, executors, successors, administrators and legal representatives shall have absolute right and full authority to sell, transfer, gift, mortgage, let- out and lease out of the said "B" Schedule property or any part thereof in any manner as she thinks fit and proper.

THAT the purchaser at her own cost and expenses shall maintain his "B" Schedule flat hereby sold to her by repairing, plastering, white washing of "B" Schedule flat including alteration, renovation, replacement etc, without causing any damage or detriment to the adjoining flats belonging to other occupiers of the "A" Schedule property.

THAT the purchaser will enjoy all privileges attached with the said "B" Schedule property mentioned and described in the schedule B below sold to her.

THAT the sellers also vests their common rights/ easement rights so long enjoyed by them to the purchaser and the purchaser shall use the 'B' Scheduled property along with the common rights sold to her by him. The purchaser abides by all terms and conditions which are as follows:-

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- a. **That** the purchaser shall not have any right to undertake any addition or alteration which may cause damage in any way or effect the said structures, constructions, pillars, outer part of wall, roof of the "A" Schedule building and the purchaser shall not keep or put any articles/ goods whatsoever in or upon the common passage/ space which shall be kept open and free from interruption forever.
- b. **That** the purchaser will have to pay proportionate corporation Tax and rents which may be assessed for the building/ holding to the appropriate authorities and will have to bear her share of expenses required for maintenance of the common portion and areas including common passage, stair cases, drains and common water supply system etc.
- c. **That** it is further covenant by and between the sellers and purchaser here of 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 and also observe, perform and comply with all rules, regulations, bye laws and procedure which will be framed by the said committee regarding.
- d. maintenance and protections of the common privileges, easements, sanitation and liabilities like Corporation Taxes, cesses, rents and other impositions levied or to be levied concerning the Schedule 'A' property.
- e. **That** the "C" Schedule property will always be known and called as common for all occupiers of the flat.

THAT the sellers delivers khas vacant possession of the property herebysold to the purchaser and the purchaser from this day shall exercise all right of ownership in respect of the property mentioned and described in the "B" Schedule below along with all common rights and facilities attached thereto.

THAT the sellers further covenant with the purchaser that if it transpires that the said property hereby conveyed by the sellers is not free from any manner of encumbrances as herein before mentioned, that the sellers shall pay

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and clear off such charges or mortgage and shall indemnify the purchaser, her heirs, executors, successors, administrators and legal representatives and shall execute such Deed as will be required thereafter without any monetary consideration.

THAT the sellers shall give their consent and approval for recording and mutating the name of the purchaser in the Sheresta of State of West Bengal at B.L. & L.R.O. Raniganj, and also in the Assessment Register of Asansol Municipal Corporation (Raniganj Borough-II) and the sellers shall render all help in such matter if required in future.

THAT the purchaser shall henceforth pay all taxes, cesses and rents in respect of the said property mentioned and described in the schedule B below to

The State of West Bengal through B.L. & L.R.O. Raniganj, and also to the Asansol Municipal Corporation, (Raniganj Borough-II)

THAT it is hereby specifically declared that the provisions of West Bengal Apartment Ownership Act and the Rules framed there under and the Provision of West Bengal Apartment (Regulation of Construction and transfer) Act 1972 and the Rules framed there under shall apply to the said property as and when made applicable by the authority concerned.

THAT by virtue of this Deed of Sale, the purchaser has become the sole and absolute owner of the property mentioned and described in the schedule B below and she will exercise all right of ownership over the said property from this day.

THAT the purchaser prior to purchase of the "B" Schedule property made necessary inspections thereof and being fully satisfied with the construction work of the "B" Schedule property has taken physical possession of the said property hereby sold.

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--: SCHEDULE "A" :--

In the District of PaschimBardhaman, Police Station Raniganj, within **Mouza: Searsole, J.L. No.17**, Additional District Sub-Registry Office- Raniganj, all that part and parcel of land with premises measuring 33 (Thirty three Decimals equivalent to 20 Katha, Standing in and upon R.S. Plot No. 1554, Corresponding to L.R. Plot No. 2172 under L.R. Khaitan No. 8713 & 8490 including a multi storied pucca building named and known as "**ADI & AVI HEIGHTS**" consisting of several residential flats, common passage, stair cases, along with all easement rights attached thereto, having Ward No. 33 at Raniganj of Asansol Municipal Corporation, situated at Jiradanga, Raniganj, Pin Code-713358 which is butted and bounded by:On the East : 30 Feet wide road ,On the West:-Plot of others. On the North :- Plot of others ,On the South:10 Feet wide road.

--: SCHEDULE "B" :--

In the District of PaschimBardhaman, P.S. Raniganj, Addl. Dist. Sub-Registry Office, Raniganj, within **Mouza-Searsole, J.L. No. 17**, all that one self contained residential measuring covered area isSq. ft. and super built up area is Sq. ft. bearing situated on the 1st Floor of the Schedule building named "**ADI & AVI HEIGHTS**" including easement rights etc, including undivided proportionate share or interest in the "A" Schedule land without roof right and the age of the flat is one years, having its Ward No.33 of A.M.C.,

The position and location of the "**B**" schedule property hereby is shown, indicated and delineated by **Red Border** in the sketch map is annexed with this Deed of Sale and the said sketch map will be treated as part of this deed

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--: SCHEDULE "C" :--

1. Stair cases up to the top floor and one lift.
2. Stair cases leading up to the top floor.
3. The ultimate roof of the top floor of the said five storied building
4. Common passage, entrance and exits.
5. Boundary walls and main gate.
6. Drainage and sewerage lines and other installations for the same (Except only those are installed within the exclusive area of any unit and/ or exclusively for its use).
7. Common passage entrance lobby and electric/ utility space.
8. Well and water supply, water pump, underground water pipe, underground water reservoir tank, septic tank, common toilet, 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.)
9. Such other common parts, areas, equipment, installations fittings, fixtures and space in or about the land and the building as are necessary for passage to and/ user of the units in common by the co-owners

The proportionate annual rent is payable to The State of West Bengal through B.L. & L.R.O. Raniganj.

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IN WITNESS WHEREOF the sellers hereunto sign and present this Deed of Sale with their free consent, in sound mind and good health, after knowing contents fully without any pressure, coercion, undue influence and misrepresentation from any quarter on the day month and year first above written at Asansol.

This Deed has been Printed in 12 pages and in page No. 1(A) photo and Ten finger print given by the parties duly attested , being the part of this Deed .

WITNESSES :-

1.

2.

Signature of the sellers

Prepared and drafted by me as per instruction by the sellers and printed in my office, read over and explained the contents fully to the sellers and purchaser by me.

ADVOCATE (Asansol Court)
Enrolment No.