

**\*\*DEED OF SALE\*\***

Dist.-Paschim Bardhaman, P.S.-New Township

**Mouza – Shankarpur** (শঙ্করপুর), J.L. No.109,

Under Jemua Gram Panchayat

**Flat No.** \_\_\_\_\_, **Flat Type-** \_\_\_\_\_ **BHK,**

on the \_\_\_\_\_ **Floor,** of **“Anurag Tower, Block-5”**

**Area of Flat:** - \_\_\_\_\_ **Square Feet** [Super Built- Up Area]

\_\_\_\_\_ **Square Feet** [Carpet Area]

Garage/Car Parking Pace **No.** \_\_\_\_\_, **Area-** \_\_\_\_\_ Square Feet

Sale Value: - Rs. \_\_\_\_\_/-only

THIS DEED OF SALE is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**By and Between**

**SRI CHANDAN CHATTERJEE** [PAN No.ABYPC8170C] [Aadhar No. 660978832680] S/o Sri Haradhan Chatterjee, by faith- Hindu, by occupation-Cultivation, Indian Citizen, resident of Fuljhore, P.O.- Fuljhore, P.S.-New Township, Dist.-Paschim Bardhaman, (W.B.), Pin-713206,

Hereinafter referred to and called as the “**LANDOWNER**” (which the terms & expressions shall unless excluded by or repugnant to the context be deemed to mean his successors, executors, representatives and assignees),

(Represented by their constituted Lawful Attorney namely; **Sri Subodh Kumar Dutta** [PAN No.ADRPD0439Q] [Aadhar No.487993222011] S/o Late Bimala Kanta Dutta, by faith- Hindu, by occupation-Business, Indian Citizen, being the Director of **DURGAPUR REAL ESTATE PVT. LTD.** [PAN No. AADCD2414K] a company constituted & incorporated under the Companies Act, having its' office & resident at/of A/17, MeghmallarSarani, Sector-2C, Bidhannagar, P.O.-Bidhannagar, P.S.- N.T.S., Dist.- Paschim Bardhaman, (W.B.), Pin-713212 i.e. the Developer, by virtue of Regd. Development Power of Attorney vide no.I-2306-02055/2021 of A.D.S.R. Durgapur).

Hereinafter referred to and called as the “**LANDOWNER**” (which the terms & expressions shall unless excluded by or repugnant to the context be deemed to mean his/her/their heirs, successors, executors, representatives and assignees).

**AND**

**DURGAPUR REAL ESTATE PVT. LTD.** [PAN No. AADCD2414K] a company constituted & incorporated under the Companies Act, represented by one of its' Director; **Sri Subodh Kumar Dutta** [PAN No.ADRPD0439Q] S/o Late Bimala Kanta Dutta, by faith-Hindu, by occupation-Business, Indian Citizen, having it's office & resident of A/17, Meghmallar Sarani, Sector-2C, Bidhannagar, P.O.-Bidhannagar, P.S.-N.T.S., Dist.- Paschim Bardhaman, (W.B.), Pin-713212,

Hereinafter referred to & called as **"Developer"** (which the expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, legal representatives, administrators, executors, and assignees).

The Landowners & the Developer are hereafter collectively called the **"Promoters / Sellers"** on the **First Part**.

**In Favour of :-**

**1) SRI** \_\_\_\_\_ [PAN No. \_\_\_\_\_] [Aadhar No. \_\_\_\_\_], s/o \_\_\_\_\_, by faith- Hindu, by occupation- \_\_\_\_\_, Indian Citizen, resident of \_\_\_\_\_, P.O.- \_\_\_\_\_, P.S.- \_\_\_\_\_, Dist- \_\_\_\_\_, State- \_\_\_\_\_, Pin- \_\_\_\_\_.

**2) SMT.** \_\_\_\_\_ [PAN No. \_\_\_\_\_] [Aadhar No. \_\_\_\_\_], w/o \_\_\_\_\_, by faith- Hindu, by occupation- \_\_\_\_\_, Indian Citizen, resident of \_\_\_\_\_, P.O.- \_\_\_\_\_, P.S.- \_\_\_\_\_, Dist.- \_\_\_\_\_, State- \_\_\_\_\_, Pin- \_\_\_\_\_.

Hereinafter referred to & called as **“Purchaser(s)/Buyer(s)”**, (which the terms & expressions shall unless excluded by or repugnant to the context be deemed to mean his/her/their heirs, successors, executors, representatives and assignees), on the **Second Part**.

The Landowners, Developer, (Promoters) and Allottee/Purchaser shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

**WHEREAS** The Promoters/Sellers, amongst themselves, are the absolute & lawful owners of the land, hereinafter referred to as the **“said Land”**, described in **“Schedule-A”** hereunder. The devolution of title of the Promoters in the “said Land” is detailed in **“Schedule-B”** hereunder. And The Promoters have entered into a Regd. Development Agreement vide No. I-2306-05687/2020, before the A.D.S.R. Durgapur, on 04/12/2020, and also executed a Regd. Development Power of Attorney vide No.I-2306-02055/2021 before the A.D.S.R. Durgapur, on 10/03/2021, in respect of Part-2 of the **“Schedule-A”** property.

**AND WHEREAS** The Developer/Promoter herein, on the basis of the said Regd. Development Agreement and Regd. Development Power of Attorney, raised/completed construction work of the residential multistoried building i.e. Block-5, under the name & style of project; **“Anurag Towner, Block-5”**, comprising with separate & self-contained       (      ) Flats/Apartments, according to the approved Building Plan and/or permission and/or commencement certificate of the Jemua Gram Panchayat vide Meeting No. \_\_\_\_\_ dtd. \_\_\_\_\_, and also after got the RERA Registration vide No. **RERA** \_\_\_\_\_ **on** \_\_\_\_\_ from the concerned authority, over the said land

described in the "Schedule-A" hereunder, and proclaim to sell-out the "Schedule-C" hereunder, towards the intending Purchaser/s.

**AND WHEREAS** the Purchaser/s herein, was/were quest of a flat & parking space, for residential purpose, & after perused & inspected the land related documents, & the agreements & deeds & the approvals & permission of the said project namely; **"Anurag Tower, Block-5"** at the "Schedule-A" property, has/have agreed to purchase a flat/apartment at the said multistoried building i.e. **"Anurag Tower, Block-5"**, deemed to contain an area more or less \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** of **Super Built-Up Area** and/or \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet** of **Carpet Area**, on the \_\_\_\_\_ **Floor**, being **Flat No. '\_\_\_\_\_'**, **Flat Type- \_\_\_\_\_ BHK, Floor Type-Tiles**, along with **a Covered Garage/Car Parking Space** vide No. \_\_\_\_\_, **Floor Type-Cemented** deemed to contain an area more or less **135(One Hundred Thirty Five) Square Feet**, to park a medium size Car (LMV Car) (which shall be earmarked by the Developer herein), **at the Ground Floor** of the said multistoried building of the project, namely; **"Anurag Tower, Block-5"**, as described in **"Schedule-C"** hereunder, and the pro-rate share in the Common Portions & Block Common Portions, as described in the **"Schedule-D & E"** hereunder written, TOGETHER WITH proportionate undivided interest in the said land.

**AND WHEREAS** the Developer/Promoter herein has/have also agreed to transfer/sell-out the said flat & parking space, as mentioned in **"Schedule-C"** hereunder, and along with pro-rate share in Common Portions & Block Common Portions, as described in **"Schedule-D & E"** hereunder, at the project namely; **"Anurag Tower, Block-5"**, at/for the

total consideration of **Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_)** ) **only**, including GST, as mentioned in **“Schedule-F”** hereunder, considering the fair, proper, reasonable & highest according to the present market value prevailing in the locality only, subject to the terms and conditions herein contained.

**NOW THIS DEED WITNESSTH** that the Developer, in pursuance of the aforesaid offer & acceptance/Agreement & after received the aforesaid consideration money of **Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_)** ) **only**, including GST, from the purchaser/s herein, as mentioned in **“Schedule-F”** hereunder, the Landowners & Developer/Promoter hereby, deliver possession, grant, convey, transfer, sell to the Purchaser/s, all that flat/apartment & parking space, more fully mentioned in **“Schedule-C”** hereunder, and the pro-rate share in Common Portions & Block Common Portions, as described in **“Schedule-D & E”** hereunder written, TOGETHER WITH proportionate undivided interest in the “said land”, also together with half of the depth of both, floor and roof, sanitary fittings, and also internal walls within the said flat/unit, together with common rights of using stair case, Lift, all ways, paths, passages, drain, water sources, pumps, septic tanks etc., in the ground to top floor of the building, together with proportionate undivided rights, title, interest on the “Schedule-A” property with rights, liberties, easements, appendages, appurtenance thereto, along with common rights and obligations of the Purchaser/s more fully mentioned in the **“Schedule-H and I”** below, and all estate, right, title interest claims and demands whatsoever of the “the Landowners & Developer/Promoter herein” into or upon and every part thereof. TO HAVE AND TO HOLD the same and the use of the said purchaser/s, his/her/their heirs, executors, administrators,

assigns absolutely and forever, and the “the Landowners & Developer/Promoter” hereby covenant with the Purchaser/s his/her/their heirs, executors, administrators, assigns that notwithstanding any act, deed or things hereto before granted or executed or knowingly suffered to the contrary, and the “the Landowners & Developer/ Promoter” now lawfully seized and possessed the said property free from all encumbrances, attachments, or defect, in the title whatsoever, and the “the Landowners & Developer/Promoter” have every right to sell the said property in the manner as aforesaid, and, the purchaser/s hereinafter entitled to khas-possession & enjoy peaceably and quietly the sold property, without claim or demand whatsoever from the “the Landowners & Developer/Promoter” or any person claiming under or in trust for them.

**AND WHEREAS** the Purchaser/s shall and may from time to time and all times hereinafter peaceably & quietly enter upon the “**Schedule-C**” property, & have, hold, occupy, possess & enjoy the said property hereby sold, & receive, and take the rents, issues & profits, thereof and of every part thereof, without any let or hindrance whatsoever from the said the Landowners & Developer/Promoter/by any person or persons’ claiming from under or in trust of them.

**AND WHEREAS** the Landowners & Developer/Promoter bind himself to declare that the apartment/flat & parking space, as mentioned in the “**Schedule-C**” hereunder, has/have not been gifted, sold out, transferred or indemnified for any liability or entered into any agreement with any third party or sub-judice of any Court or been notified for any kind of requisition, and the Landowners & Developer/ Promoter sell-out the same to the

purchaser/s, having good marketable title without any kinds of encumbrances.

**AND WHEREAS** the Landowners & Developer/Promoter, it is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer, brought to the notice of the Developer by the Purchaser/s or Association of Purchaser/s, within a period of 5(five) years by the Purchaser/s from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, as provided under the Act. Provided however, the Developer shall not be held liable for any defects or responsible for any rectifications in the circumstances and/or instances detailed in **“Schedule-G”**.

**AND WHEREAS** the Purchaser/s herein, became sole & absolute owner/s and possessor/s of the **“Schedule-C”** property, by dint of this Deed of Sale.

**AND WHEREAS** the Purchaser/s shall be factually legally entitled to get his/her/their name recorded in the record of B.L&L.R.O., Faridpur-Durgapur in respect of his/her/their proportionate share of land at the **“Schedule-A”** hereunder, & further that the purchaser/s shall be at liberty to get the property mutated into the rent roll of Govt. of West Bengal, and liberty to take separate electricity and water supply connection in his/her/their own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the **“Landowners & Developer/Promoter herein”**.



**“SCHEDULE-A”**

**ENTIRE LAND/PREMISES as referred hereinabove**

**ALL THAT** piece & parcel of land in the Dist.-Paschim Bardhaman, under P.S.-New Township, within the area of Jemua Gram Panchayat, Durgapur-6, at **Mouza – Shankarpur (শঙ্করপুর)**, J.L. No.109,

**R.S. Plot No. 19**(Nineteen), corresponding **L.R. Plot No.41** (Forty One), **R.S. Khatian No.246**(Two Hundred Forty Six), **L.R. Khatian No.83**(Eighty Three), measuring an Area of Land – **61(Sixty One) Decimal** more or less **36.97(Thirty Six point Nine Seven) Katha**, under B.L.&L.R.O. Faridpur-Durgapur, and the Land is converted into Bastu as Residential Housing Project purpose, situated at ‘Saptarsi Park’, P.O.-ABL, P.S.-New Township, Dist.- Paschim Bardhaman, W.B., Pin-713206.

**Butted and Bounded as follows:-**

North : Nala.

South : 20’ Feet wide road (after that “Block-1,2,3, of Anurag Tower” project of the Developer after that 40’ Feet wide Kancha Road).

East : 20’ Feet wide road (after that land of Fakir Mondal & Madan Mondal & Sannyasi Ghosh Senapati).

West : 20’ Feet wide road  
(after that land of Fakir Mondal & Biman Mondal).

**“SCHEDULE-B”**  
**Devolution of Title**

The Landowner & Developer are seize, owned and possessed of and/or/otherwise well and sufficient entitled to ALL THAT piece and parcel of Project Area Land mentioned in the “**Schedule-A**” hereinabove, by virtue of Regd. Deeds, inheritance & ROR, as follows: -

**THAT** the Landowner has got the ownership & possession in respect of the land as mentioned in the “Schedule-A” hereinbefore; by virtue of Regd. Sale Deeds vide Nos.I-331 of 1978 & I-335 of 1978, which are registered before the J.S.R. Raniganj at Durgapur, on 01/02/1978, from the previous owner Nanda Dulal Chakraborty s/o Kalipada Chakraborty, and the name of the Landowner herein, has duly been recorded in the L.R.R.O.R. vide Khatian No.83 of Mouza-Shankarpur.

**THAT** the Landowner herein, being the rightful owner & possessor of the “Schedule-A” mentioned land, has executed a Regd. Development Agreement vide No.I-2306-05687/2020 & Regd. Development Power of Attorney vide No.I-2306-02055/2021, in favour of Developer herein; Durgapur Real Estate Pvt. Ltd., represented by its’ Director; Sri Subodh Kumar Dutta, in respect of the Schedule-A property, and to that effect, the Developer herein got rightful possession in respect of the Schedule-A property to do the development construction work thereon.

**“SCHEDULE – C”**  
**['SAID FLAT/APARTMENT’**  
**TOGETHER WITH A GARAGE/ PARKING SPACE’**  
**HEREBY CONVEYED/ TRANSFERRED]**

**ALL THAT** the said **Flat/Apartment** bearing **No.** \_\_\_\_\_ on the  
 \_\_\_\_\_ **Floor**, of **“Anurag Tower, Block-5”**, **Flat Type- BHK**,  
**Floor Type-Tiles**, comprising with \_\_\_\_ Bedroom, \_\_\_\_ Kitchen, \_\_\_\_  
 Balcony, \_\_\_\_ Toilet, \_\_\_\_ Living cum Dining, measuring about an area  
 little more or less \_\_\_\_\_ ( \_\_\_\_\_ ) **Square Feet of**  
**Super Built-Up Area** more or less \_\_\_\_\_ ( \_\_\_\_\_ )  
**Square Feet of Carpet Area.**

**AND**

Together with **a Covered Garage/Car Parking Space No.** \_\_\_\_\_,  
**Floor Type-Cemented**, measuring about an area little more or less  
**135(One Hundred Thirty Five) Square Feet**, to park a medium size  
 Car (LMV Car)(which shall be earmarked by the Developer herein), **at**  
**the Ground Floor** of the multistoried building of the project namely;  
**“Anurag Tower, Block-5”.**

**AND**

Together with the proportionate share of land contained at and under the  
 said premises i.e. the schedule-A property, and further together with the

common areas, mentioned in “Schedule-D & E”, & benefits, amenities like 24 hours Lift service facilities and others thereof, of the multi-storied building named as **“Anurag Tower, Block-5”** newly constructed upon the **Schedule-A** premises, at ‘Saptarsi Park’ Durgapur-6, P.S.-N.T.S., Dist.-Paschim Bardhaman, W.B., Pin-713206.

[The Floor Plan of the Apartment is annexed hereto and marked as **Annexure-1**]

**“SCHEDULE – D”**  
**[Common Portion of Flat]**

1. Staircase & Ultimate Roof, of said “Anurag Tower, Block-5”.
2. Corridors of said “Anurag Tower, Block-5”.
3. Drains & Swears of said “Anurag Tower, Block-5”,.
4. Exterior walls of said “Anurag Tower, Block-5”.
5. Electrical wiring and Fittings of said “Anurag Tower, Block-5”.
6. Overhead Water Tanks of said “Anurag Tower, Block-5”.
7. Water Pipes of said “Anurag Tower, Block-5”.
8. D.G., Lift, Lift Well, Stair head Room, Lift Machineries of “Anurag Tower, Block-5”.
9. Pump and Motor.

**“SCHEDULE – E”**  
**[Common Portion of Said Project]**

1. Boundary Walls and Main Gates of the Complex.
2. Internal roads, security arrangements.

3. The water pump, the pump room, water reservoirs, tube-wells and the distribution pipes.
4. Fire Fighting and protection system.

**“SCHEDULE-F”**  
**(MEMO OF CONSIDERATION)**

The Developer has received the Total Consideration amount of **Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_) only**, including GST, from the above named Purchaser/s being full & final consideration money for sale/transfer the said flat/apartment & parking space, as mentioned in the “Schedule-C” hereinabove, as per Memo as mention below:-

SL. No.	Date	Mode of payment	Amount (Rs.)
1.			
2.			
3.			
4.			

**Breakup of Total Consideration Amount**

The breakup of above mentioned total consideration amount is given below:-

Particulars	Amount (Rs.)
Flat/Apartment Cost (including GST)	_____/-only
Car Parking (including GST)	_____/-only
Total Price (including GST)	_____/-only

**“SCHEDULE-G”****(Defects for which the Promoters will not be liable)**

- 1) The Promoters will not be liable to rectify any defect in the Apartment or the said Block/s in the following instances:
  - i) If the Purchaser/s make/s any changes, modifications, and/or alteration in the internal plumbing pipes and/or any fittings and/or fixtures, or the walls and/or the floor tiles of the Apartment, then any defect in the waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures in the Apartment, the development of which can be directly or indirectly attributable to the changes, so made, but not limited to any damages done during the interior work.
  - ii) If the Purchaser/s make/s any changes, modifications, and/or alteration in the electrical lines of the Apartment, then any defect in the electrical lines of the Apartment, the development of which can be directly or indirectly attributable to the changes, so made, but not limited to any damages done during the interior work.
  - iii) If the Purchaser/s make/s any changes, modifications, and/or alteration to any of the doors, windows, their fittings, and/or other related items of the Apartment, then any defect of such door, windows, locks or locking system or any other related defects, that can be directly or indirectly attributable to the changes, modifications and/or alterations so made.
  - iv) If the Purchaser/s make/s any changes, in the Apartment, during execution of the interior decorations or fit-outs then defects like damp, hair line cracks, breakage in the floor tiles or other defects that can be attributable to be in consequence of such alterations and/or changes.
  - v) If the waste pipes or waste line of the Apartment from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise, due to improper usage or maintenance.

- vi) The damages of any nature in the Apartment due to installation of air conditioners, whether indoor or outdoor units, directly or indirectly.
- vii) The changes, modifications and/or alterations made in the openable/non-openable/balcony, MS grills or the grills of the Apartment that are required to be maintained properly and are not maintained property.
- viii) If the Apartment is used for any purposes other than residential.
- ix) If however the defect is such nature that is caused due to misuse of the Purchaser/s.
- 2) Notwithstanding anything contained hereinabove, in case the Purchaser/s alters the state and condition of the area of the purported defect without first notifying the Developer and without giving the Developer the opportunity to inspect, assess and/or determine the nature of the purported defect complained of.

**“S C H E D U L E - H”**  
**(RIGHT OF THE PURCHASER/S)**

- a) That the purchaser/s shall enjoy the super built-up area of the said flat/apartment & parking space, along with common rights, as they lawfully entitled thereto, along with all sewerage, drains, water sources, and all common areas available for use of the said premises.
- b) That the purchaser/s shall have every right to enter into any other flat/unit in the building for the purpose of effecting repair of service pipe lines and portion of unit/flat, as may reasonably necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) The purchaser/s shall have right to use and enjoy the common portions of all the Blocks, so that upon completion of the Said

Project, the common portions of all Blocks together become the common portions of the Said Project.

- d) That the purchaser/s shall have full proprietary/absolute right, title and interest, and shall entitled & shall have every right to sale, mortgage, lease out, let out or transfer the said apartment/flat & parking space, as mentioned in the “Schedule-C” hereinbefore, in every manner whatsoever, without requiring any permission or consent from “Landowners & Developer/Promoters” or from any other unit/flat owner(s) or from the Association of the unit/flat owners.
- e) That the purchaser/s undivided interest in the land described in the Schedule-A above shall remain joint forever with the owners of the other flats of the said project namely “Anurag Tower, Block-5” Multistoried building.

**“SCHEDULE – I”**  
**(‘PURCHASER/S’ COVENANTS’)**

The Purchaser/s herein agree/s, undertake/s and covenant/s to:

- a) Use and occupy the said Flat & Car Parking Space and common portions, only for the purpose of Residence, without causing any hindrance or obstruction to other flat/car parking space owners & occupants of the Building(s)/ project namely; “Anurag Tower, Block-5”.
- b) Keep the said Flat & Car Parking Space/s and walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Flat/Car Parking Space/s in the Building and/or in the premises in good and substantial repair and condition, so as to



support shelter and protect and keep habitable the other Flat/Car Parking Space/s of the Building(s) project namely; “Anurag Tower, Block-5”.

- c) Pay Panchayat all taxes, levies, duties, charges, and impositions outgoings and expenses, in respect of the Building, and the Premises proportionately, in respect of the said Flat/Car Parking Space until the same is assessed separately by the Panchayat.
- d) Pay Charges levied by the Developer herein for any additional or extra work done or any additional amenity or facility provided or any variation made in the said Flat/parking space with the consultation of the purchaser (s).
- e) Allow the other Flat/Car Parking Space and Space/s Owners the right to easements and/or quasi-easements;
- f) That along with the other Flat/Car Parking Space shall form an Association/Society for the common purpose including taking over all obligations with regard to management control and operation of all common portions of the said building, any law time being in force.
- g) The Purchaser(s) herein, after fully satisfied about Carpet, Covered & Super Built-up Area of the Flat/Apartment, has/have agreed to purchase the same, and hereby agree/s, undertake/s and covenant/s, as not to question at any time whatsoever, about the Carpet, Covered & Super Built-up Area of the Flat/Apartment, under any circumstances whatsoever.

It is hereby declared that the full name, color passport size photo and finger prints of each finger of both the hands of the Developer and the purchaser/s

are attested in additional page in this deed and the same is treated as part and parcel of this deed.

**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day, month and year first above written, in free, fair state of mind, without any provocation, after gone through & understood the content of these presents, in presence of the following witnesses.

**WITNESSES:-**

1.

---

**Signature of the Landowner**  
(on behalf of the Landowner  
namely; **SRI CHANDAN**  
**CHATTERJEE**, as his lawful  
attorney)

2.

---

**Signature of the Developer**

---

**Signature of the Purchaser**

Drafted and Typed by me & read over & explained  
In Bengali/Hindi tongue to all parties of these  
presents and all of them admit the Same has  
been correctly written as per their Instruction  
& also identified by me,

**Debabrata Biswas**. Advocate  
Durgapur Court, City Centre  
Enrolment No.\_