

THIS DEED OF SALE IS MADE ON THIS THE __ DAY OF ____, 2023.

BETWEEN

TAPOBAN HOUSING DEVELOPMENT PVT LTD, having [PAN No **AADCT8970A**], [CIN NO- **U70109WB2011PTC163348**] [GST NO- **19AADCT8970A1Z6**]having its Office at 1/9 Debinagar, Benachity, Durgapur, Dist- Paschim Bardhaman,Pin-713212West Bengal, India, represented by its Director **MR. SASWATO ROY [PAN- AVAPR3630C]**,son of Sri Kartick Chandra Roy, by faith-Hindu, by Nationality- Indian, by occupation – Business, resident of Tapoban Abasan,Benachity,Durgapur-713213,Dist- Burdwan presently PaschimBardhaman, hereinafter referred to and called as the **“DEVELOPER”** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns)ofthe**FIRSTPART**

AND

1. MS xxxxxxxxxxxxxxxx(PAN:xxxxxx) (Aadhaar: xxxxxxxxxxxx) wife ofxxxxx, by NationalityIndian, by occupation **xxxxxxxxxxxxxxxxxx**, residing at **xxxxxxxxxxxxxxxxxx**, P.S. - , P.O. -,Delhi - 110085 ,

&

2. MR. xxxxxxxxxxxxxxxx (PAN:xxxxxx) (Aadhaar:xxxxxxxxxxxxxxxx) son of MR.xxxxx, by Nationality Indian, by occupation **xxxxxxxxxxxxxxxxxx**, residing at **xxxxxxxxxxxxxxxxxx**, P.S. - , P.O. - , Delhi - 110070,

Hereinafter called and referred to as the **‘PURCHASER’(S)** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **SECONED PART.**

WHEREAS The Promoter is also the absolute and lawful owner of under Gopalpur Gram Panchayat Land admeasuring 66 Decimal but construction will be done 52 decimal situate at Mouza – Bamunara, P.S. – Kanksa, J.L. No. 58, District – Paschim Bardhaman purchased by promoter vide deed No- 851, 852 & 853 for the year 2020 of A.D.S.R. Durgapur and after purchasing the land they mutated their name in L.R. R.O.R and converted the land vide conversion case No- CN/2021/2303/566 dated 10.03.2022 of SDL & LRO, Durgapur as described in Schedule A hereunder written

hereinafter referred to as the said Land being the subject matter of Development. The Owner as the promoter has devised the scheme to develop the said land. The Owner Cum Promoter has acquired such absolute ownership of the said land in terms of the Deeds recited in Schedule - A 1 hereunderwritten.

AND WHEREAS the "OWNER cum DEVELOPER" got a building plan duly sanctioned by Gopalpur Gram Panchyat for construction of multistoried building in accordance with the said sanctioned plan has granted the sanction to develop the Project as per approval of Pachim Bardhaman Zilla Parisad vide Building Permit No. ZP/AE/ASL/207 over First Schedule property.

AND WHEREAS the purchasers being interested to purchase a flat in the "**PARK VIEW TOWER**" **Block-B** residential building approached to the "OWNER cum DEVELOPER" and the "OWNER cum DEVELOPER" agreed to sell to the purchaser a flat more fully mentioned and described in Second Schedule below.

NOW THIS DEED WITNESSTH that in pursuance of the said agreement the consideration of Flat more fully mentioned and described in the Second Schedule is fixed **Rs.** _____/- **(Rupees** _____) to be paid by the purchaser in cash / cheques/ DD to the OWNER CUM DEVELOPER and OWNER CUM DEVELOPER hereby grant, convey, transfer, sell the Purchaser All that flat measuring more or less _____ (_____) **Square Feet (Super Built up Area), along with a medium size Car Parking space** more fully 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, Lift, 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 and obligation of the Purchaser more fully mentioned Schedule three and Four below and all estate, right, title interest claims and demands whatsoever of the "OWNER cum DEVELOPER" 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 "OWNER cum DEVELOPER" hereby covenants with the Purchaser his heirs, executors, administrators, assigns that notwithstanding any act, deed or things hereto before granted or executed or knowingly suffered to the contrary and the "OWNER cum DEVELOPER" now lawfully seized and possessed the said property free from all encumbrances

attachments or defect in the title whatsoever and the "OWNER cum DEVELOPER" 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 "OWNER cum DEVELOPER" or any person claiming under or in trust for them and further the "OWNER cum 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 their name/s recorded in the record of B.L & L.R.O., Kanksa 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 their own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the "**OWNER cum DEVELOPER**".

THE FIRST SCHEDULE ABOVE REFERRED TO:

DESCRIPTION OF LAND

All that piece and parcel of **Bastu** Land measuring **66 (Sixty Six) Decimal** under **Mouza- Bamunara**, J.L. No-58, R. S. Plot no- 842/5006 corresponding **L. R. Plot No-640 comprised in L. R. Khatian No-6619** under the jurisdiction of Gopalpur Gram Panchayat Dist- Paschim Bardhaman, Butted and Bounded by:

North : Land of Mouza Gopalpur
South : R.S. Plot no. 5006 (P)
East : Land of Mouza Gopalpur
West : 20 Feet wide Road

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART - I

'SAID UNIT/FLAT'

ALL THAT piece and parcel of the **Unit/Flat bearing the no. ____** on the ____ **Floor, Tiles Flooring** measuring about an area a little more or less _____ **(One Thousand One Hundred Eight) Square Feet (Super Built up Area), Carpet Area _____ Square Feet, Built up Area _____** and together with the proportionate share of land

contained at and under the said premises and further together with the common areas, benefits, amenities, facilities and others thereof of the Building/s named as **“PARK VIEW TOWER” Block-B** constructed and upon the **FIRST SCHEDULE** premises.

PART – II

‘SAID PARKING SPACE’

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

THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON PORTIONS)

SECTION A:

Common Areas and Installation in respect whereof only right of user in common shall be granted.

- a) General Common areas and Installation of the said land on which the said building is located and all easements, rights and appurtenance belonging to the said land and the said building as per plan approved by the Gopalpur Gram Panchyat common to the Co-owners of the Building Complex namely **“PARK VIEW TOWER” Block-B**.
- b) Main gate and entrance to the Building.
- c) Common water reservoirs, water pipes (save those inside any Unit/Flat) and appurtenant/s to the Building/s.
- d) Electrical installation with main switch and meter and the meter room in the ground floor.
- e) Lift, Wires and Accessories for lighting of common areas of the Buildings.
- f) Water Pump and motor and water distribution pipes from the underground reservoir to overhead tank.
- g) Water waste and sewerage pipes from the units to drains and sewers common to the building.
- h) Septic tank pipes and ducts etc.
- i) Boundary of the Building.

- j) All other common parts of the property necessary or convenient for its existences of maintenance or for common use.

SECTION: B

- a) All costs of maintenance, repairing, replacement, whitewashing, painting, decorating, lighting of the common area and to maintenance the walls of the building.
- b) Administrative charges inclusive salaries of staff and employee of watch and ward. .
- c) All Panchyat or Municipal Taxes and other outgoing save and except those have been separately assessed for the respective unit.
- d) All expenses referred above shall be born by the purchaser from the date of delivery of possession as stated hereinabove.
- e) All the unit owners will form a committee to implement aforesaid facilities and other facilities for employment of the respective unit.

THE FOURTH SCHEDULE ABOVE REFERRED TO

'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 pr consent from "OWNER cum 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 Building namely **"PARK VIEW TOWER" Block-B.**

THE FIFTH SCHEDULE ABOVE REFERRED TO

'PURCHASER'S/S' COVENANTS'

1. On and from the date of possession, the Purchaser/s herein agrees/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 Owner Cum Developer 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 Owner Cum Developer /Maintenance Agency or the Association;
 - d) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;
 - e) 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;
 - 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; 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;
 - i) Pay Panchyat and all other 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 Panchayat or Municipality;

- j) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
 - k) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;
 - l) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges, Gram Panchayat 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 Owner Cum 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;
 - e) Not to store or allow anyone to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;

- f) Not to commit or permit to be committed any alteration or charges in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
- g) Not to shift or obstruct any windows or lights in the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Building/s;
- h) Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Owners herein and the Developer herein and/or Developer and/or Owners, whatever the case may be and/or the Association;
- i) Not to park or allow anyone to park any car or two wheelers at any place other than the space earmarked for parking car(s) of the Purchaser/s herein; and
- j) Not to let out or part with possession of the Car Parking Space/s/, if so agreed to be acquired by the Purchaser/s herein hereunder, independent of the said Unit/Flat and/or Space/s to use the same only for the purpose of parking of a medium size motor car.
- k) That the purchaser bound to pay Government Service Tax as per Rules.
- l) If the purchaser (s) willfully neglect to take the physically possession of the said unit/ flat within the 15 days of registered deed to take the physical possession then the purchaser (s) shall liable to pay guarding charges @ Rs. 2000/- p.m. for the period between date of registration of the unit or flat before A.D.S.R. Durgapur and the date of taking over the physical possession of the said unit/flat by the purchaser (s).

MEMO OF CONSIDERATION

The price of the Flat amounting **Rs.** _____ **(Rupees**
_____) paid by the purchaser to the Developer
in following manner:-

Amount (Rs.)	Payment Mode	Cheque/DD No.	Cheque Date	Bank Name

It is hereby declared that the full name, colour passport size photograph and finger prints of each fingers of both the hands of the "OWNER CUM DEVELOPER", and the purchasers are attested in additional pages in this deed being page nos. 1a (total 1 page) and the same are 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.

SIGNED AND DELIVERED
By the **OWNER(s) Cum DEVELOPER**

WITNESSES:

SIGNED AND DELIVERED
By the **PURCHASER(S)**

Drafted and Typed by me

&

I read over & Explained in Mother Languages to all Parties to this deed and all of them admit that the Same has been correctly written as per their instruction