

ALM

DEED OF SALE

THIS DEED OF SALE MADE ON THIS day of , 2024.

.....Contd., to P/2

(2)

BETWEEN

SRI AMAR NATH GHOSH, (PAN No. ASJPG1496N), son of Late Jotish Chandra Ghosh, by faith-Hindu, by occupation-cultivation, by Nationality and citizenship- Indian, resident of Simla (North). P.O. Chinsurah R S , P.S. Chinsurah, District- Hooghly, Pin-712102,), hereinafter referred to as the 'OWNER' which expression shall unless excluded by or repugnant to the context include his legal heirs, legal representatives, executors, administrators and assigns of the FIRST PART.

AND

SIDDESWARI PROPERTIES (PAN-ABGFS1662K), a registered Partnership Firm having its Registered Office at Chinsurah Station Road, P.O. Chinsurah RS. P.S. Chinsurah, District- Hooghly, PIN 712102, represented by its Partners, 1). SRI GOUTAM GHOSH, (PAN-ADHPG9887D), (Indian Citizen), son of Late Saroj Kumar Ghosh, by religion Hindu, by occupation business, residing at village Amarpur, P.O.-Sugandha, P.S.-Polba, Dist. Hooghly. PIN-712102, 2). SMT. SUTAPA GHOSH, (PAN- AGJPG9873A), (Indian Citizen), wife of Sri Goutam Ghosh, by religion Hindu, by occupation business, residing at village Amarpur, P.O.-Sugandha, P.S.-Polba, Dist. Hooghly. PIN-712102, hereinafter referred to as the DEVELOPER, which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her legal heirs, legal representatives, executors, administrators and assigns of the SECOND PART.

AND

(1) _____, (PAN No. _____), of _____, by faith-Hindu, by occupation- _____, by Nationality and citizenship- Indian, resident of _____, PIN _____, hereinafter referred to as PURCHASER which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, legal representatives, executors, administrators and assigns of the THIRD PART.

WHEREAS some one Jyotish Chandra Ghosh by a registered Trust Deed dated 24 th September, 1955 created a family trust for the welfare of his minor son Amarnath Ghosh and Amarnath Ghosh was the sole beneficiary of the said Trust Deed.

Contd...to P/3

(3)

WHEREAS after attainment of 21 years age and as both the executants of the said trust deed and his wife are dead. So Amarnath Ghosh First Party of the First Part became sole owner and absolutely seized and possessed of or otherwise well and sufficiently entitle to the said premises.

AND WHEREAS the party of the First Part has intended to develop the said premises but he is not in a position and experience to construct a multistoried building due to paucity of fund and as such he was in search of a good, experienced and financially capable developers, who could do the needful jobs for constructing a multistoried building, upon the said premises.

AND WHEREAS, a development agreement was executed and registered by and between the party of the First Part and the party of the Second Part on 4th July 2022 whereby and whereunder the party of the First Part has assigned all rights in respect of piece and parcel of land measuring 0.26 (Acre) recorded as "Dokan" in L.R. Dag No. 1917 appertaining to L.R. Khatian no. 41 as well L.R. Dag No. 1918 appertaining to L.R. Khatian no.41 of Mouza Simla, J.L NO. 16, P.S. Chinsurah, within the limits of Kodaliya No. 1 Gram Panchayet in the District Hooghly. hereinafter referred to as said premises and morefully described on the terms and conditions as mentioned in the said Development Agreement.

AND WHEREAS pursuant to such Agreement the said SIDDESWARI PROPERTIES developed the Schedule mentioned property after demolishing the old structures and had completed the construction in accordance with statutory Building Plan sanctioned dated 18.08.2022 by the **Hooghly Zila Parishad, permission of G+4** multi-storied building and finally obtained Completion Certificate on upon the said property consisting of several flats, shops, garage etc. with appropriate facilities to be held and enjoyed as Apartment by the purchasers there to along with all others erections, fitting fixtures with peace and parcel of the land or ground thereunder whereupon or on part thereof the same is erected and built a building named and styled as "JYOTISHMILAN APARTMENT", situated at Chinsurah Station Road of Kodaliya Gram Panchayet No. 1, under P.S.-Chinsurah in the District Hooghly described in the Second Schedule hereto and hereinafter referred as the said building.

(4)

AND WHEREAS the Vendors/Developer have agreed to sell and the purchaser has agreed to purchase the Flat No. _____ on the _____ Floor measuring Super Built up area of _____ sq.ft. at a consideration of Rs. _____ /-(Rupees

_____) only and the purchasers have already paid the said consideration money which each and every one of the vendors hereby admit and acknowledge, such receipts being issued by the vendors to the purchasers as per memo of consideration.

Be it mentioned here that the Purchaser also paid Rs. _____ /- towards GST for the sale of his Flat to the vendors and the Vendors hereby admit and acknowledge the same.

AND WHEREAS the Developer has received the entire consideration money for the proportionate to the area of the flat mentioned in the Third Schedule below together with cost of consideration money hereby admit and acknowledge.

AND WHEREAS the Third Party declares that the Third Party has verified and accepted the title of the First Party as well as verified and accepted the construction of the flat and is satisfied with the same and shall not raise any objection or dispute either with regard to the title or with regard to the said flat in future.

AND WHEREAS by an Agreement dated _____ executed by and between the First Party, Second Party and Third Party, the Third Party has agreed to purchase residential flat being No _____ on the _____ Floor on the terms and conditions as mentioned in the said agreement.

NOW THIS INDENTURE WITNESSETH as follows;

In pursuance of the agreement and for consideration the said sum of Rs _____ /-(Rupees _____) only paid by the purchaser to the second Party.

Contd...to P/5

(5)

Second Party on or before execution of this presence as per memo given below (receipt whereof the First Party/Second Party doth hereby acknowledges) the First Party and Second Party as the absolute owners and developer / contractor hereby sell, convey and transfer the said flat more fully described in the Third Schedule herein below and hold the same to the PURCHASER as the absolute owner thereof forever with all rights, privileges, entitlement etc.

1. The First Party and the Third Party have represented to the Purchaser/Second Party as follows:-

- a) The First Party are owners, seized and possessed of and/ or otherwise well and sufficiently entitled and having a good marketable title to the said land.
- b) The entirety of the said land is in khas and vacant possession of the Vendors/ First Party of and no person or persons other than the Vendors/ First Party has any right of occupancy, easements or otherwise on the said premises or any part thereto.
- c) There are no suits and/or proceedings and/or litigations pending in respect of the said land or any part thereof.
- d) Names of the First Party has been duly recorded in the records of the Hooghly-Chinsurah Municipality as well as in the Records of Rights.
- e) No part of the said land has been or is liable to be acquired under and /or vested under the West Bengal Land Reforms Act, 1955 and/or under any other law and no proceedings has been initiated or are pending in respect thereof.

NOW THIS INDENTURE WITNESSETH as follows;

In pursuance of the agreement and for consideration the said sum of Rs
-(Rupees) only paid by the
purchaser to the Second Party.

SECOND PARTY on or before execution of this presence as per memo given below (recept whereof the First Party/Second doth hereby acknowledges) the First Party and Second Party as the absolute owners and developer / contractor hereby sell, convey and transfer the said flat more fully described in the Third Schedule herein below and hold the same to the PURCHASER as the absolute owner thereof forever with all rights, privileges, entitlement etc.

Contd...to P/6

(6)

2. The First Party and the Second Party have represented to the Purchaser/Third Party as follows:-

- f) The First Party are owners, seized and possessed of and/ or otherwise well and sufficiently entitled and having a good marketable title to the said land.
- g) The entirety of the said land is in khas and vacant possession of the Vendors/ First Party of and no person or persons other than the Vendors/ First Party has any right of occupancy, easements or otherwise on the said premises or any part thereto.
- h) There are no suits and/or proceedings and/or litigations pending in respect of the said land or any part thereof.
- i) Names of the First Party has been duly recorded in the records of the Hooghly-Chinsurah Municipality as well as in the Records of Rights.
- j) No part of the said land has been or is liable to be acquired under and /or vested under the West Bengal Land Reforms Act, 1955 and/or under any other law and no proceedings has been initiated or are pending in respect thereof.
- k) The Second Party hereby confirms the sale herein executed and registered in favour of the Third Party and the First Party has no objection to such sale.
- l) The Third Party shall be entitled to enjoy and use all common parts and portions as mentioned in the Fourth Schedule hereunder written.
- m) The Third Party shall have the right to use of the common roof with other flat owners.
- n) The map appended in this Deed will be treated as part and parcel of this Deed.
- o) The Third Party has become entitled to the proportionate share of the land and the Apartment Ownership together with the vertical support of the columns and beams easement right over the roof, stairs, common passages in the ground floor for ingress and egress and the common areas and facilities of the building for residential use and occupation.
- k) That ingress or egress of the said flat and or frontage of the said flat will never been encroached upon and or obstructed to and shall keep the same free and open.

Contd...to P/7

(7)

2. The Purchaser/Third Party has declared and agreed as follows:-

- a) That the PURCHASER shall abide by the bye-laws of the Society/Association to be formed and shall bear and pay his proportionate share or part in the common expenses required to be paid as their share of expenses as required by the other Apartment Owner as per Fifth Schedule hereunder written.
- b) That the PURCHASER shall use the said Flat for residential purpose only and for no other purpose.
- c) That the PURCHASER shall not do any work which the structural ability of the building may be jeopardize. The PURCHASER shall contact with the Third Party in writing in case he/she/ it needs to do any change 15 days' prior to execution of the work.
- d) That the PURCHASER shall be liable to pay the proportionate share of Municipal Tax, Land Tax and other applicable Taxes and also of the common expenses for the maintenance of the common areas and facilities of etc. Fully described in the fourth and fifth schedule hereto and such payment should be made by the Purchaser to the Owners till the Society is not formed by all the flat owners.
- e) Flat purchasers hereby indemnify the First Party and Second Party and the said property to make them harmless to the effect that purchasers will never ever encroached upon the frontage of the commercial space nor interfere with the ingress /egress of the commercial space by any way whatsoever or howsoever and the always keep from the same free from all obstructions of any matter of whatsoever or howsoever.

THE FIRST SCHEDULE ABOVE REFERED TO:

(Description of the Land).

ALL THAT piece and parcel of land measuring 0.14 (Acre) "Dokan" recorded land being R.S. Dag No. 1766 appertaining to R.S. Khatian no. 277 corresponding L.R. Dag No. 1917 appertaining to L.R. Khatian no. 41 AND measuring 0.12 (Acre) "Dokan" recorded land being R.S. Dag No. 1767 appertaining to R.S. Khatian no. 277 corresponding L.R. Dag No. 1918 appertaining to L.R. Khatian no.41 of Mouza Simla, J.L NO. 16, P.S. Chinsurah, within the limits of Kodaliya No. 1 Gram Panchayet in the District Hooghly.

Contd...to P/8

(8)

WHICH IS BUTTED AND BOUNDED BY:-

In the North-Chinsurah Station Road.

In the South:- House of Lt. Arun Sarkar.

In the East:- Land Lord's Property,

In the West:-Railway Boundry Wall.

THE SECOND SCHEDULE ABOVE REFERED TO:

(Particulars of the Building).

All the G+4 residential cum commercial building, the construction of which is going on, as per sanction plan dated 18.08.2022 from the authority of the Hooghly-zila parishad, situated at Chinsurah Station Road of Kodaliya Gram Panchayet No. 1, over the land mentioned in the First Schedule of property known as "JYOTISHMILAN APARTMENT ", here in- above. With Lift facilities.

THIRD SCHEDULE ABOVE REFERRED TO :

[Description Of Flat To Be Conveved]

All that the residential flat being No. on the FLOOR to the side of the building constructed and mentioned in the Second Schedule having a carpet area sq. ft. consisting of one Kitchen cum dinning, drawing room, two bed rooms, and one bath Room one W.C. and one lobby, including proportionate share of Common Portions, areas and facilities attach to the building mentioned in the Second Schedule referred above along proportionate share of the land mentioned in the First Schedule herein-above.

WHICH IS BUTTED AND BOUNDED BY :-

In the North

In the South:-

. In the East

In the West-

.THE FORTH SCHEDULE ABOVE REFERED TO:

(Common Parts and Portions).

The Common Areas and the parts mentioned in this indenture shall include;

- A) Main Entrance, exists, Boundary Walls. common Paths and passages of the building
- B) Stair case, stair case landings on all floors
- C) spaces for water pumps, over- head water tanks, reservoir, water pipes;
- D) Foundations, Columns, beams, supports.

Contd...to P/9

(9)

E) External electrical installations, switch board, and all other electrical wiring and fittings, except only those are installed within the exclusive areas of any and / or exclusively for the use of the purchaser.

F) Drains, sewerage, septic tanks and all other pipes including rain water and waste water and concealed and other installations in or around the building (except only those are installed within the exclusive areas of any and / or exclusively for the use of the purchaser).

G). Such other common parts, areas, equipment, installations, fittings, space in or about the building as are necessary for the common use and / or enjoyment by the Co-sharers of the same building.

H) Common electric meter and box.

I) Windows, doors, grills, collapsible gate and fittings of the common area of the premises.

J) flat Lightning in the common space. Passage, Stair Case including electric meter fittings.

K) Installation of common services viz. Electricity, plumbing pipe line, sanitary pipe line, rain water pipeline and Common Toilet.

THE FIFTH SCHEDULE ABOVE REFERED TO:

(Common expenses).

- a) All expenses for maintenance operation, replacing, repairing, renovating, painting of the common portions and the common areas in the buildings including the outer of the buildings.
- b) All expenses for running and operating all machinery equipment and installations comprised in the common portions including water pumps electrical installations etc. including the cost of repairing renovating and replacing the same.
- c) Salaries and other employment and benefits of and all other expenses of the persons to be employed for the common purposes such as care- taker, supervisor, accountant, darwans, security personel, sweepers, plumbers, and other maintenance staff, if any.

Contd...to P/10

(10)

- d) Cost of Insurance Premium and insuring the building and/or the common portions.
- e) All charges and deposits for supplies of common utilities for co- owners in common.
- f) Municipal Tax , Water Tax and other levies in respect of the premises and building (save and except those are separately assessed in respect of any unit of the purchaser)
- g) Cost of formation and operation of the service organization /Association including the office expenses.
- h) Electricity charges for the operation of the equipment and installations for the common service and lighting the common portions.
- i) All the expenses incur or to inferred for the common purpose relating to the common use and enjoyment of the common portions.

THE SIXTH SCHEDULE ABOVE REFERED TO:

(THE PURCHESERS SHALL NOT DO THE FOLLOWING)

- A) To injure, harm or damage the common portions or any other units in the building by making any alteration in structure of the building or withdrawing any support or otherwise.
- B) To obstruct the VENDORS or the association/society in their act relating to the common purposes.
- C) To alter any portion, elevation or color structure stability which would effect the building.
- D) To throw or to accumulate or cause to be thrown in accumulate or any dust, ashes, rubbish or other refuse articles in common portions save and except at the place indicated thereof.
- E) To carry on or to be carried on or to be stored any obnoxious, injurious, dangerous, offensive illegal or immoral activity in or through the unit or in the common portions.

Contd...to P/11

(11)

F) To keep or operate heavy/vibrating or to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the said building and / or the adjoining building or buildings.

G) To keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the unit or in the common areas.

H) To affix or draw any wires, cables pipes, from and to or through any common portions for outside walls of the building or other units except for the common purpose of laying out of wires for T.V.

I) To keep any heavy articles or movable things which are likely to damage the floor or operate any machine other than the usual home appliances.

J) To make any such structural additions or alterations in the said unit or any part thereof which would affect the structural stability of the said building.

K) To decorate or paint or otherwise alter the color scheme of the exterior of the said unit of the building or the common portions without prior approached of the THIRD PARTY or Society/ Association/ Service Organization as the case may be.

L) To use the said unit for the purpose The Hotel, Club, Restaurant, Nursing Home, Boarding/ Lodging house and tutorial home etc. Which do not come within the preview of normal livelihood.

M) To do any acts or deeds which are forbidden by the rules and / or regulations framed from time by The Association/ Service Organization for the common purpose and for quite peaceful and beneficial enjoyment of the building.

Contd...to P/12

(12)

IN THE WITNESS WHEREOF all the First, Second and Third Party put their respective hand and seals to this documents on the date month and year mention at the out set.

Amarnath Ghosh,
Represented by the constituent Attorney,
Goutam Ghosg & Sutapa Ghosh.

WITNESSES :

Signature of the Owner

SIGNATURE OF THE VENDORS

SIDDESWARI PROPERTIES

Represented by :-

1.

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Contd...to P/13

(13)

MEMO OF CONSIDERATION

RECEIVED by the within named VENDORS/DEVELOPERS from the within named
PURCHASERS, the sum of Rs. /- (
) only through Bank.

WITNESSES :

Signature of the Vendors

SIDDESWARI PROPERTIES

Represented by :-

Drafted by me;
PABAN KUMAR SADHU,
 Advocate.

SIGNATURE OF THE DEVELOPER

Typed by :