

DEED OF SALE

GRN No. :

Query No. :/.

Assessed Market Value :/-

Property hereby sold by this Deed is **One Residential Flat**, on the **Floor** and a **Wheeler Parking Space** situated at Mouza- **Asansol Municipality**, J.L. No- **20**, P.S.- **Asansol**, under **Asansol Municipal Corporation**.

THIS DEED OF SALE MADE on this the day of, .

Contd...P/2.

(2)

BETWEEN

SRI BROJENDRA MOHAN MAZUMDER, son of Late N.D. Majumder, by faith Hindu by occupation business, resident of Radhanagar Road, Asansol, P.S. Radhanagar Road, P.S. Hirapur, District: Paschim Bardhaman, PIN: 713325, hereinafter referred to as the **“OWNERS”/“FIRST PARTY”** (which expression shall unless contrary or repugnant to the context include his legal representatives heirs, successors, assigns) of the **FIRST PART**.

AND

1. SRI, (PAN No. _____)
son of Late **AND 2.**
SMT....., (PAN No. _____)
wife of Sri, both by faith Hindu, by
citizenship Indian, both by occupationand
respectively, resident/s of _____, P.O. _____,
P.S. _____, Dist. : _____, PIN: _____,
West Bengal, hereinafter referred to as **“PURCHASERS”/“SECOND
PARTY”** (which expression shall unless contrary or repugnant to the
context include his/her/their legal representatives heirs, successors,
assigns) of the **OTHER PART**.

WHEREAS, the First Party became the owner and possessor of the property mentioned in the schedule herein below by dint of two registered Deed of Sale bearing Deed No. 12461 of the year 2012, and Deed of Sale being Deed No. 12551 of the year 2012, both duly executed and registered before the A.D.S.R. Office Asansol.

Contd...P/3.

(3)

AND WHEREAS, the property acquired by the Seller herein more fully described in **Schedule – A**, hereto and hereinafter collectively called the “**Said Property**”

AND WHEREAS, the First Party/Owner has duly and correctly recorded his name in the L.R. Records of Rights of the Govt. of West Bengal bearing L.R. Khatian No. 1897 and is paying Khajna to the State of West Bengal in his own name.

AND WHEREAS, since the date of acquirement of the “A” schedule land the Owners / First Party are in peaceful possession of the same.

AND WHEREAS, the Owners / First Party so much so to raise a multi-storied building over the ‘A’ Schedule land has sanctioned a building plan in his own name from the office of the Asansol Municipal Corporation, bearing building permit No.SWS-OBPAS/1101/2023/0576, dated 17.05.2023.

(4)

AND WHEREAS, for raising the multi-storied building over the 'A' Schedule land the First Party/Owner also obtained necessary permissions from the office of the ADDA, West Bengal Fire and Emergency Services and the authority of the Asansol Municipal Corporation has been pleased to issue a Building permit on 17/05/2023, in the name of the First Party/Owner.

AND WHEREAS, the First Party/Owner as per the building plan of the A.M.C. constructing the proposed multi-storied (B+G+5) building over the 'A' Schedule land.

AND WHEREAS, the First Party being the owner of the "A" schedule property is fully authorized and has every right to sell the "B" schedule property to any intending purchasers and also to receive and realize the consideration price thereto.

AND WHEREAS, the First Party ("Seller" herein) so much so to acquire other valuable property elsewhere has decided to sell the "B" schedule property.

AND WHEREAS, the Second Party / Purchaser is/was in search of a property akin to the property mentioned in the schedule 'B' herein below and accordingly proposed unto the First Party / Seller to sell the "B" schedule property to the Purchaser(s).

AND WHEREAS, the First Party/ Seller proposed the Purchasers to pay the sum of Rs./- (.....) only as total consideration price towards acquiring of the "B" schedule property.

AND WHEREAS, the Second Party / Purchaser has agreed to pay the said consideration price of Rs......./- (.....) only unto the First Party / Sellers towards acquiring of the "B" schedule property.

(5)

AND WHEREAS, the Purchasers paid the sum of Rs...../- (.....) only the First Party / Seller as per memo of consideration herein below in respect of purchasing of the property mentioned in the schedule "B" and the First Party / Seller hereby duly acknowledge the receipt of the same from the Purchaser(s).

AND WHEREAS, the Parties thought it prudent to enter into a Deed of Sale to complete the aforesaid transaction.

NOW THIS DEED WITNESSETH

That in pursuance of the Agreement for Sale between the Parties and in consideration of the sum of Rs./- (.....) only as per memo of consideration from the purchasers the seller doth hereby grant, convey and transfer unto the purchasers all that "B" schedule property along with "C" schedule common rights and facilities unto and to the use of the said purchasers together with the right of path, passage, lights, liberties, privileges easement and appurtenances whatsoever attached and concerning to the said property described in the schedule hereunder and delivered possession of the schedule property unto the purchasers free from all encumbrances together with all right, title, interest and easement and privileges and all common and absolute enjoyment and right the seller have had and so long enjoyed and also of areas TO HAVE AND TO HOLD the hereditaments hereby granted and conveyed unto and to the use of the purchasers their heirs, successors, executors, administrators and assigns, forever AND THAT the seller doth hereby for himself and his heirs, successors, executors, administrators and assigns covenant with the said purchasers and declare he is seized and possessed off and have not in any way encumbered or charged or caused anyway the schedule property conveyed by this Deed of

Contd...P/6.

(6)

Sale and that the said purchasers their heirs, successors, executors, administrators and assigns shall and may at all times peaceably and quietly possess the said property and receive rents and profits thereof without interruption, claim or demand whatsoever from, or by the said seller or any persons lawfully equitably claiming from under or in trust for the seller and that the purchasers was at liberty to use and enjoy the property according to the purchaser's own choice and preference AND THAT the said seller will for all times to come at the request and cost of the purchasers their heirs, executors, administrators or assigns do or execute or caused to be done or execute all such acts, deeds and things and to swear affidavit/affidavits and to appear personally or through the authorized person for further and more perfectly assuring the title of the purchasers.

That the purchasers at their own cost and expenses shall maintain their "B" schedule property sold to them by repairing, plastering, whitewashing of the walls and colour washing, doors including renovation, replacement, etc. without causing any damage or detriment to the adjoining units/walls belonging to other occupants of the said building on "A" schedule land.

That the purchasers shall not have any right to undertake any addition or alteration that may cause damage in any way or affect the main structures, pillars, constructions, and roof of the "A" schedule building.

That the purchasers shall have to pay proportionate Tax and rents which may be assessed of the "A" schedule building to appropriate authority and shall have to bear their share of expenses required for maintenance of the common portions and areas including common passage, common electric, etc.

Contd...P/7.

(7)

That every internal wall separating the "B" Schedule property shall be the common wall and cannot be removed or destroyed of the building on the "A" Schedule building.

That the purchasers by virtue of this Deed of Sale shall be competent and entitled to get their name mutated in the records of S.D.L. & L.R.O. Asansol, under the State of West Bengal as also in the records and registers of Asansol Municipal Corporation or before any other authority and the seller undertake to render all such help and assistance as will be found essential in this regard.

That the purchasers prior to the purchase of the "B" schedule property have made necessary inspection thereof and being satisfied with the same have taken possession of the said property hereby sold.

It is also mentioned that the right of the purchasers as stated in this deed remains restricted only to the said unit mentioned in the "B" schedule along with common facilities in the said building and the purchasers shall not claim or be entitled to claim any right, title, interest otherwise and/or demand whatsoever or howsoever over the other portions of the said building including the roof of the Top Floor which will always remain as the sole and exclusive property of the seller and the seller is entitled to raise further construction upon the roof of the said building, subject to approval from the competent authorities and roof shall remain the absolute property of the seller.

Be it further covenanted that the purchasers their heirs, successors, administrators, or assigns shall enjoy the property with all rights, title, and interest of the seller according to their choice, preference and necessity including all sorts of transferring rights by way of sale, gift, mortgage or creating a tenancy, by the purchasers towards the conveyed property and to pay tax/taxes to the State Government, Panchayat, in the name of the purchasers and to get receipt thereof.

Contd...P/8.

(8)

Schedule-A

ALL THAT piece and parcel of land situated Within the District of Paschim Bardhaman, P.S. Hirapur, Mouza: Santa, J.L. No. 20,

L.R. Plot No.	L.R. Khatian No.	Classification	Area
2494	1897	Commercial Bastu	39 Decimal
			Total: 39 Decimal

butted and bounded as follows:

ON THE NORTH : Radhanagar Road
ON THE EAST : Property of others
ON THE SOUTH : Property of others
ON THE WEST : Property of Ramen Mazumdar & others

Together with a Multi-storied (B+G+5) residential cum commercial building thereon, styled as “NDM ENCLAVE”.

SCHEDULE “B”

Being Part and Parcel of the “A” schedule property, all that **One self-contained Residential Flat**, situated on the Radhanagar Road, being Flat No.-, being Carpet Area of **Sq. Ft.**, situated on Floor, made of **Tiles Floor, new flat**, with all fittings, fixtures, easement rights, etc., and a **Two wheeler** Parking Space **AND a Four wheeler** open Parking Space, as per sanctioned plan including undivided proportionate share or interest in the “A” schedule land, together with all other common rights and liabilities in the common portions mentioned in schedule “C” herein below except any right over the roof of the building.

Contd...P/9.

SCHEDULE "C" (Common portions)

1. Staircase.
2. Staircase landing up to the top floor.
3. Common passage, entrance, and open space.
4. Deep tube well with pump, water pipes, underground water reservoir, overhead Water tank, and other plumbing and septic tank.
5. Transformer and electrical fittings, Electrical wiring for the pump, staircase lights, Electric meters, and fittings.
6. Drainage and sewerage.
7. Boundary walls, main gate.
8. Pump motor room, electric meter room on the Ground Floor of the said building.
9. Lift.

MEMO OF CONSIDERATION

Total Consideration Price is Rs. (Rupees
.....) only.

(10)

IN WITNESSES WHERE OF the Seller put his signature unto these present day, month and year mentioned at the outset.

WITNESSES:

1.

2.

Signature of the "SELLER"

Prepared by me as per instruction of the Sellers and read over and explained the content to the Seller and printed in my office.

(Ayan Ranjan Mukherjee)
Advocate, Asansol Court.
Enrolment No. WB/1072/2009.

Sheet containing the fingerprints of both hands of the Parties herein along with their self-attested photograph is attached with this Deed to be as part of this Deed.