

For self and as constituted attorney  
of Tapas Banerjee, Jayanta  
Banerjee, Anupam Banerjee and  
Smt. Purnima Mukherjee

**DEED OF SALE OF Rs. ....**

Property sold is : one self contained residential flat being  
Flat No. .... situated on the ..... floor and one common  
car parking space in the ground floor of  
'SHRESTHA APARTMENT' situated at Mouza Santa,  
P.S. Hirapur under Asansol Municipal Corporation

THIS DEED OF SALE is made on this the ..... day  
of ..... in the year 2023 by :

( 2 )

1. SRI TAPAS BANERJEE (PAN : AIVPB7620A) 2. SRI JAYANTA BANERJEE (PAN : AEFPB5923C) 3. SRI ANUPAM BANERJEE (PAN : ALWPB9982H) all sons of Late Sunil Kumar Banerjee, 4. SMT. PURNIMA MUKHERJEE (PAN : CTLPM7649M) W/o Late Bhutnath Mukherjee, all by faith Hindu, citizenship Indian, residents of : Radhanagar Road, Near Bombhola Kali Mandir, P.O. Radhanagar Road, Burnpur, Pin-713325, P.S. Hrapur, Dist. Paschim Bardhaman hereinafter jointly and severally called the "FIRST PARTY/ LAND OWNERS" (which expression shall unless excluded by or repugnant to the context include each of their heirs, successors, legal representatives and assigns) of the FIRST PART.

The First Party are represented by their constituted attorney SUDHA CONSTRUCTION a proprietorship firm, represented by its proprietor Sri Shibu Roy S/o Late Subodh Chandra Roy, by faith Hindu, by occupation business, resident of : Gouranga Sen Sarani, P.O. Radhanagar Road, P.S. Hirapur, Dist. Paschim Bardhaman empowered by General Power of Attorney being Deed Nos. 230502253 and 230502251 respectively for the year 2022 of Asansol Addl. Dist. Sub Registry Office.

( 3 )

**AND**

SUDHA CONSTRUCTION' (PAN : AFOPR6367Q) a proprietorship firm, represented by its proprietor Sri Shibu Roy (PAN : AFOPR6367Q) S/o Late Subodh Chandra Roy, by faith Hindu, by occupation business, resident of : Gouranga Sen Sarani, P.O. Radhanagar Road, P.S. Hirapur, Dist. Paschim Bardhaman hereinafter referred to as the DEVELOPER/SECOND PARTY (which term or expression shall unless excluded by or repugnant to the subject or context include its executors, successors-in-office, administrators, representatives and assigns) of the SECOND PART.

**IN FAVOUR OF :**

1.

2.

both by faith Hindu, citizenship Indian, residents of : .....

..... hereinafter

jointly and severally called the 'PURCHASERS' (which expression shall unless excluded by or repugnant to the context include each of their heirs, successors, legal representatives and assigns) of the THIRD PART.

( 4 )

WHEREAS one Abharani Banerjee W/o Late Sunil Kumar Banerjee was the lawful and rightful owner of the land measuring 2652.49 sq. feet comprised in R.S. Plot No. 2177 situated in Mouza : Santa, P.S. Hirapur, Dist. Burdwan at present Paschim Bardhaman which said Abharani Banerjee purchased by a registered Deed of Sale being Deed No. 7286 for the year 1981 of Asansol Sub Registry Office from Girija Prasad Chattopadhyay S/o Late Annada Prosad Chattopadhyay and others for valuable consideration as mentioned in the said Sale Deed.

AND WHEREAS after such purchase while owning and possessing the said property aforesaid Abharani Banerjee raised and erected a single storied pucca building in accordance with sanctioned building plan and the said land has been duly and correctly recorded in the name of aforesaid Abharani Banerjee in the L.R. Record of Right of Mouza Santa, P.S. Hirapur;

AND WHEREAS said Smt. Abharani Banerjee gifted the said property to her three sons i.e. the First Party/Land Owners Nos. 1 to 3 by three different registered Deed of Gift being Deed Nos. 6894, 6893 and 6895 respectively all of Asansol Addl. Dist. Sub Registry Office and the said lands have been duly and correctly recorded in the name of the First Party/Land Owners Nos. 1 to 3 under L.R. Khatian Nos. 6994, 6991 and 6993 respectively being L.R. Plot No. 2075 of Mouza Santa, P.S. Hirapur;

( 5 )

AND WHEREAS in the circumstances the First Party/Land Owners Nos. 1 to 3 are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said landed property as detailed hereinabove and which are more fully mentioned in schedule 'A' below;

AND WHEREAS said Smt. Abharani Banerjee gifted the said property to her three sons i.e. the First Party/Land Owners Nos. 1 to 3 by three different registered Deed of Gift being Deed Nos. 6894, 6893 and 6895 respectively all of Asansol Addl. Dist. Sub Registry Office and the said lands have been duly and correctly recorded in the name of the First Party/Land Owners Nos. 1 to 3 under L.R. Khatian Nos. 6994, 6991 and 6993 respectively being L.R. Plot No. 2075 of Mouza Santa, P.S. Hirapur;

AND WHEREAS the First Party/Land Owner No. 4 is the lawful and rightful owner of the land measuring 2675.81 sq. feet comprised in R.S. Plot No. 2177 situated in Mouza : Santa, P.S. Hirapur, Dist. Paschim Bardhaman which the First Party/Land Owner purchased by a registered Deed of Sale being Deed No. 7285 for the year 1981 of Asansol Sub Registry Office from Girija Prasad Chattopadhyay S/o Late Annada Prasad Chattopadhyay and others and the said land has been duly and correctly recorded in the name of the First Party/Land Owner No. 4 under L.R. Khatian No. 6140 being L.R. Plot No. 2075 of Mouza Santa, P.S. Hirapur;

( 6 )

AND WHEREAS in the circumstances the First Party/Land Owners No. 1 to 4 are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said landed property as detailed hereinabove and which are more fully mentioned in schedule 'A' below;

AND WHEREAS by virtue of a registered Development Agreement or Construction Agreement being Deed Nos. 230502246 and 230502243 respectively and General Power of Attorney being Deed No. 230502253 and 230502251 respectively all for the year 2022 of Asansol Adtl. Dist. Sub Registry Office, the Land Owners/First Party have already delivered possession of said lands more fully mentioned in schedule 'A' below in favour of the Developer/Second Party for developing the 'A' schedule land by constructing a multistoried (G+4 storied) building. And by executing the above noted Development Agreement and General Power of Attorney, the Land Owners/First Party engaged the Developer/Second Party in this regard to promote/develop the said land by raising a multistoried (G+4 storied) pucca building named and known as 'SHRESTHA APARTMENT' upon the said lands consisting of various self-contained residential flats/parking space by making the entire financial investment in the matter of raising the said constructions in accordance with a building plan duly sanctioned by the Authority

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of Asansol Municipal Corporation vide Building Permit No. SWS-OBPAS/1101/2022/1743 and particulars of the said land, building, and premises are more fully mentioned in schedule 'A' hereunder written;

AND WHEREAS in view of such financial/monetary investments made by the Developer i.e. Party of the Second Part in erecting the said multistoried building, the Developer has derived an interest over the entire constructional portion of the said building and as such in order to avoid all future complication as well as to perfect the title of the Purchaser/s in regard to the property hereby sold to them the Developer is also executing this Deed as a Co-Seller simultaneously with the First Party/Land Owners;

AND WHEREAS the Land Owners/Developer being in urgent need of money to meet their legal requirements and expenses declared and expressed their intention to sell and transfer one self contained residential flat being Flat No. .... on the ..... floor of and one number common four wheeler/two wheeler parking space in the ground floor including undivided proportionate share or interest in the 'A' schedule land more fully mentioned in the schedule 'B' below along with common right and facilities over the common portions, areas, structures, installation, pathways etc. which are more fully mentioned in schedule 'C' below;

( 8 )

AND WHEREAS the Purchasers having come to know of such declaration and intention of the Land Owners/Developer proposed and offered to purchase the 'B' schedule property along with 'C' schedule common rights and facilities at a consideration of Rs. ....../- (Rupees ..... only;

AND WHEREAS the Land Owners/Developer considering the said price as fair, proper, reasonable and highest according to market value prevailing in the locality the Land Owners/Developer agreed to sell, convey and transfer the 'B' schedule property along with 'C' schedule common rights and facilities unto and in favour of the Purchasers at and for the said total consideration price of Rs. ....../- (Rupees.....) only on the terms hereinafter contained.

**NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :**

That in pursuance of the said agreement between the Land Owners/ Developer and the Purchasers in consideration of the said sum of Rs. ....../- (Rupees .....) only paid by the Purchasers to the Land Owners/Developer (the receipt whereof the Developer doth hereby admit & acknowledge) as total price of the said property, the Land Owner/Developer doth hereby grant, convey sell and



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transfer all that 'B' schedule property along with 'C' schedule common rights and facilities unto and to the use of the Purchasers together with the right of path, passage, lights, liberties, privileges, easement and appurtenances whatsoever attached and concerning to the said property free from any or all encumbrances TO HAVE AND TO HOLD the said property hereby granted, conveyed and transferred unto and to the use of the said Purchasers absolutely and for ever having all transferable rights therein such as sale, gift, lease, mortgage, exchange or otherwise AND THAT the said Land Owners/Developer does hereby declare and covenant with the said Purchasers that the Land Owners/Developer have good title full power and absolute right to sell and transfer the said property and further declare that they are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property and that the Land Owners/Developer have not in any way encumbered the said property intended to be conveyed by this Deed of Sale AND THAT the said Purchasers including all their legal heirs and successors shall and may at all times peacefully/ quietly hold possess use and enjoy the said property as lawful and rightful owners thereof without any interruption, obstruction, claims and/or demand whatsoever from or by the Land Owners/Developer or any persons lawfully/equitably claiming under or in trust for the Land Owners/ Developer AND THAT the said Land Owners/Developer including all their

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legal heirs, successors-in-office, legal representatives and successors shall and will for all times to come at the cost and request of the said Purchasers do or execute or cause to be done or executed all such acts, deeds, and/or things for further or more perfectly assuring the title of the Purchasers relating to the said property AND THAT the said Land Owners/Developer doth hereby further declare and covenant with the said Purchasers that if transpires that the 'B' schedule property hereby sold is not free from all encumbrances and/or the Land Owners/Developer have no valid perfect and marketable title to the said property as hereinbefore stated by the Land Owner/Developer in that event the Land Owners/Developer including all their heirs, successors-in-office, legal representatives will be bound to pay back the entire consideration amount of money with legal interest to the Purchasers and shall also be liable to make good and indemnify all losses and damages which the Purchasers may suffer due to any defect in the title of the Land Owners/Developer in respect of the said property hereby sold to the Purchasers.

That the Purchasers at their own cost and expenses shall maintain their individual flat sold to them by repairing, plastering, white washing of the walls and colour washing of doors and windows including renovation, replacements etc. without causing any damage or detriment to the adjoining flat or flats belonging to other occupant/s of the said building on 'A' schedule land.

( 11 )

That the Purchasers shall not have any right to undertake any addition or alteration which may cause damage in any way or affect the main structure, pillars or constructions of the 'A' schedule building.

That the Purchasers will have to pay proportionate Corporation tax and rents which may be assessed for the 'B' schedule property to appropriate authority and will have to bear their share of expenses required for maintenance of the common portions or areas including common passage stair cases, drains and water supply system pump underground water tank, roof etc.

It is further covenanted by and between the parties hereof that the Purchaser shall always abide by the decision of the committee/flat owners' Association to be framed amongst the Purchasers 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 maintenance, managements and protections of the common privileges, easements, sanitation, safety of the structure of the building and liabilities like corporation taxes, ceases, rents and other impositions levied or to be levied concerning the building.

( 12 )

It is further covenanted by and between the parties hereof that the Purchasers/flat owner shall also be liable to pay works contract tax & service tax/GST & any other tax/taxes levied or to be levied at any time and the Land Owner/Developer shall have no responsibility or liability in making payment of any of the taxes as stated above in case the purchasers or flat owners fails or neglects to pay the said taxes and for the same the Land Owners/Developer is compelled to pay the said taxes then the Land Owners/Developer shall realise the said money together with all interest & damages from the purchasers/flat owners.

That it has been covenanted between the parties that the Purchasers shall have the common right only to use the roof terrace and maintain the same. But the Developer will have exclusive and absolute right to raise any structure or construction over the roof of the 'A' schedule building with mutual consent with the Purchaser/s.

( 13 )

That every internal walls separating the flat from an adjoining flat shall be the common wall and can not be removed or destroyed without the written consent of the said committee or Flat Owners' Association of the building on 'A' schedule land.

That the Purchasers by virtue of this Deed of Sale will be competent and entitled to get their names mutated in the records of S.D.L.& L.R.O. Extn., Part-1, Asansol under the State of West Bengal as also in the records and registers of Asansol Municipal Corporation of any other authority and the Land Owner/Developer undertakes to render all such help and assistance as will be found essential in this regard.

It is hereby specifically declared that the provisions of West Bengal Apartment Ownership Act. and the rules framed and/or the bye law framed thereunder and the West Bengal Apartment (Regulation of construction & Transfer) Act. 1972 shall apply to the said flat as and when the same will be made applicable by the authority concerned.

That the Purchasers prior to purchase of the schedule mentioned flat made necessary inspection thereof and being satisfied with the constructional work of the same already took possession of the said flat hereby sold.

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**SCHEDULE 'A' OF THE PROPERTY ABOVE REFERRED TO :-**

In the District of Paschim Bardhaman, P.S., Sub Division and A.D.S.R. Office Asansol, within Mouza Santa J.L No. 20 under the limits of Asansol Municipal Corporation, Ward No. 52 (new). 01 (old) all that land measuring 5328.3 sq. feet comprising part of R.S. Plot No. 2177 under R.S. Khatian No. 65 corresponding to L.R. Plot No. 2075 under L.R. Khatian Nos. 6994, 6991, 6993 and 6140 respectively including a proposed multistoried (G+4 storied) building/apartment under construction named and known as 'SHRESTHA APARTMENT' consisting of various self contained residential flat in each floor and parking space/office/shop etc. in the ground floor.

Butted and bounded by :

On the North : By 14 feet wide road thereafter property of Gita Rani Dutta.

On the South : By the property of Sati Ranjan Goswami.

On the East : By 18 feet wide Road.

On the West : By the property of Rajib Chatterjee.

**SCHEDULE 'B' ABOVE REFERRED TO :**

Within the same district, Mouza, P.S. etc. all that one self contained residential flat being flat No. .... on the ..... floor of the 'A' schedule Apartment measuring covered area ..... sq. feet and super built up area ..... sft. consisting of ..... bed rooms, 1 one dining cum drawing, 1 one kitchen, ..... toilet, ..... balcony with 1 one number two wheeler/car parking space measuring an area ..... sft. in the ground floor along with common facilities as described in this agreement.

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**SCHEDULE 'C' ABOVE REFERRED TO :**

( Common Portions)

1. Stair case up to the top floor.
2. Stair case landing up to the top floor.
3. Common passage, entrance and open space
4. Water pump, water pipes, water tank and other plumbings.
5. Electrical sub station, electrical wiring, lines, meters, fittings.
6. Drainage and sewers.
7. Boundary walls and main gate.
8. Lift.

IN WITNESS WHEREOF the parties named above signed and executed this  
Deed of Sale on the day, month and year first above written.

Witnesses :

1.

2.

For self and as constituted attorney of Tapas  
Banerjee, Jayanta Banerjee, Anupam Banerjee  
and Smt. Purnima Mukherjee

Signature of the Land Owners/Developer

Prepared by me and  
printed in my office

***(Pijush Kanti Das)***

Advocate

Enrl. No. WB/828/1973

Asansol Court

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MEMO OF CONSIDERATION

<u>Date</u>	<u>Cheque/Cash</u>	<u>Bank</u>	<u>Amount</u>
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Total Rs. .... only paid by the  
Purchasers to the Vendors in the manner as aforesaid.

Witnesses :

1.

2.

For self and as constituted attorney of Tapas  
Banerjee, Jayanta Banerjee, Anupam Banerjee  
and Smt. Purnima Mukherjee

Signature of the Land Owners/Developer