

SALE DEED

District: Alipurduar

Mouza: Alipurduar

Area of Flat: _____Sq. Ft [Super built up]

_____Sq. Ft [Parking]

Flat No: _____

Sale Value: Rs. _____/-

Market Value: Rs. _____/-

**THIS SALE DEED IS MADE ON THIS THE _____ DAY OF _____, 20____ .
BETWEEN**

SRI. **AMIT BISWAS PAN [ASSPB2635C]**, son of late Bimal Biswas @Bimal Kr. Biswas, Presently resident of Arabinda Nagar, P.O. Alipurduar Court P.S. Alipurduar, Dist Alipurduar, Pin 736122 in the state of West Bengal, previously residing at Railway Qtr. No.180/A Arabinda Colony, P.O. Alipurduar Junction, P.S. Alipurduar Dist Alipurduar Pin736123, State West Bengal hereinafter refereed to and called as “**LANDOWNERS** ” (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, representatives, executors, administrators, successors and assigns)of the **FIRST PART**

AND

D.C.P. ENTERPRISES [PAN AANFD6153C], Being a Partnership Firm incorporated as per Indian Partnership Act having its registered office at Vivekanand Mini Market, Hillcart Road Siliguri 734001 herein after referred to as “**THE DEVELOPERS**” represented by **Tamal Paul [PAN No- ANEPP1609D]**, S/O SUBODH CHANDRA PAUL by faith Hindu, by nationality Indian, by Profession Civil Engineer/Business, resident of Haidarpara, Bibadisaroni, Shibrampally Ward no. 39 siliguri 734006 (W.B) (which term shall include their heirs, executors, representatives and assigns) of the **SECOND PART**

AND

[1] MR. _____ [PAN _____] Son of _____, by faith Hindu, by occupation Service, by Nationality- Indian, **[2] MRS. _____ [PAN- _____]** Wife of _____, by faith Hindu, by occupation Housewife, by Nationality- Indian, both are resident of _____, P.O.- _____, P.S.- _____, Dist- Bankura presently , West Bengal, PIN – 722101, India, herein after 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 **THIRD PART**.

WHEREAS :- The said OWNER is absolutely seized and possessed of all the piece and parcel of land described in the First schedule hereunder written which respective land have been purchased by them and their name duly have been recorded in B.L.& L.R.O , Alipurduar.

AS the Owner's being desirous to develop the said "First" schedule land for construction of a residential building comprised of several flats and apartments as well as parking space etc.

AND WHERE AS the plan has been sanctioned by the Alipurduar Municipality for the construction of **RKS** building as per plan No- **(vide Building Permit SWS-OBPAS/0301/2023/0380 dated 20/02/2024 and subsequent completion plan no.of, dated/..../202...)**.

AND WHERE AS Owner **AMIT BISWAS**, S/O of Bimal Biswas, entered into a Development agreement with TAMAL PAUL on dated 11th day of April, 2023 (Vide Registered Deed No. - I- 200201796/23, dated 11/04/2023) at A. D.S.R. Alipurduar to construct and sale the building as per approved plan of Alipurduar Municipality and sold the same to prospective buyers.

AND WHERE AS the purchaser being interested to purchase a flat in the "**RKS APARTMENT III**" approached the First Part and Second Part and First Part and Second Part agreed to sell to the purchaser a flat as mentioned in the Second schedule below and which is construct on the First Schedule property.

NOW THIS DEED WITNESSTH that in consideration of _____/- (Rupees _____) Only paid by the purchaser to the Developer by Cheque/cash/NEFT/RTGS the receipts whereof the Developer hereby grant, convey, transfer, sell the PURCHASER ALL THAT Flat bearing No-___, on the (___nd)___Floor having Super Built-up Area of_(Eight Hundred) Square Feet at residential building named "**RKS APARTMENT III**" at, Alipurduar, In/Excluding Car Parking Space to park a medium size car particularly 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, 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 more fully mentioned Schedule three below and all estate, right, title interest claims and demands whatsoever of the Vendor 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 vendor 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 vendor now lawfully seized and possessed the said property free from all encumbrances attachments or defect in the title whatsoever and the vendor has full authority to sale the said property in the manner as aforesaid and the purchaser hereinafter peaceably and quietly possess and enjoy the sold property in khas without claim or demand whatsoever from the Vendor or and the Developer or any person claiming under or in trust for them and further the vendor and the 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 his name/s recorded in the record of B.L & L.R.O., Alipurduar-1 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 his own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the Vendor or Developer.

FIRST SCHEDULE
(Said Land)

All that piece and parcel of "Bastu" Land measuring area of _____, under Plot No.- _____ L.R. Khatian No- _____ J.L. No.- 49 of Mouza-Paschim Jitpur PO, P.S. & Dist. Alipurduar, word No- _____ under Alipurduar Municipality.

Butted and Bounded as under:-

On the North :

On the East:

On the West :

On the South:

SECOND SCHEDULE

(Said Flat)

ALL THAT the Unit in or portion of the building being **Unit No. _____** on the _____ **floor** of "**RKS APARTMENT III**" containing a **super built-up area of _____ Square feet, Built up area- _____Sq. Feet, Carpet Area _____ Sq. Feet** more or less including with four Wheeler Parking measuring more or less _____ Sq. Ft to park a medium size car, as per position indicated in sanctioned plan **TOGETHER WITH** proportionate share in the land comprised in the Said Premises described in the First Schedule mentioned hereinabove. (as described in part- I & Part – II of the schedule – Three hereunder).

THIRD SCHEDULE

PART-I

(Share in Specific Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Staircase of " **RKS APARTMENT III** " at Arabinda Nagar Alipurduar.
2. Corridors of " **RKS APARTMENT III**" at Arabinda Nagar Alipurduar
3. Drains & Swears of " **RKS APARTMENT III**" at Arabinda Nagar Alipurduar
4. Exterior walls of " **RKS APARTMENT III** " at Arabinda Nagar Alipurduar
5. Electrical wiring and Fittings of " **RKS APARTMENT III**" at Arabinda Nagar Alipurduar
6. Overhead Water Tanks of " **RKS APARTMENT III**" at Arabinda Nagar Alipurduar
7. Water Pipes of " **RKS APARTMENT III**" at Arabinda Nagar Alipurduar
8. Lift Well, Stair head Room, Lift Machineries of **RKS APARTMENT III**" at Arabinda Nagar Alipurduar
9. Pump and Motor of " **RKS APARTMENT III**" at Arabinda Nagar Alipurduar

FOURTH SCHEDULE

PART-II

(Share in General Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said unit in:

1. Main Entrance of " **RKS APARTMENT III**" at Arabinda Nagar Alipurduar
2. Drains & Swears of " **RKS APARTMENT III**" at Arabinda Nagar Alipurduar

'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 or consent from "OWNER" or "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 Complex namely " **RKS APARTMENT III**" at Rabindra Sarani(Opp. Durga Mondir), Bankura.

FIFTH SCHEDULE

'PURCHASER'S/S' COVENANTS'

1. On and from the date of possession, the Purchaser/s herein agree/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 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 Maintenance Agency or the Association;

d) 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;

e) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;

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 form 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;

i) 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;

j) Pay all 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 Corporation;

k) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;

l) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;

m) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges 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 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;

Memo of Consideration

Agreed Consideration Rs. _____/- (Rupees _____ only) paid as follows:-

| Mode Of Payment | Amount | Chque/Draft No | Bank | Date |
|-----------------|--------|----------------|------|------|
| Cheque | | | | |
| Cheque | | | | |
| Cheque | | | | |
| Cheque | | | | |
| Cheque | | | | |
| Cheque | | | | |

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendors , Developer & Purchaser(s) are attested in additional pages in this deed being no. (1) (A) i.e. in total numbers of pages and these wile treated as part of this deed.

the parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED by **SRI AMIT BISWAS** son of Bimal Kr Biswas, named **LANDOWNER/FIRSTPART**

SIGNED AND DELIVERED by the **DEVELOPER / SECOND PART** at **ALIPURDUAR** in the presence of:

SIGNED AND DELIVERED by the **Purchaser/ THIRD PART** at **ALIPURDUAR** in the presence of:

SIGNED AND DELIVERED by the **purchaser / THIRD PART** at **ALIPURDUAR** in the presence of:

WITNESSES:

1. _____

2. _____

Drafted and typed at my office & I read over & Explained in Mother language to all parties to this Deed and all of them admit that the same has been correctly written as per their instruction