

**SALE DEED**

**THIS SALE DEED IS MADE ON \_\_\_\_ DAY OF \_\_\_\_\_, 20**

**BETWEEN**

**THIS AGREEMENT FOR SALE IS EXECUTED ON THIS \_ DAY OF APRIL, 2024**

**BETWEEN**

**(1) SRI. ADITYA KUMAR DAS [PAN- ACQPD9305B]**, Son of Late Siba Pada Das, by faith Hindu, by occupation Business, by nationality Indian resident of Andal Uttar Bazar, P.O.- Andal, P.S. Andal, District- Paschim Bardhaman, State- West Bengal, India, PIN- 713321, **(2) SRI. NITYAGOPAL DAS [PAN- ADGPD9132M]**, Son of Late Siba Pada Das, by faith Hindu, by occupation Business, by nationality Indian resident of Andal Uttar Bazar, P.O.- Andal, P.S. Andal, District- Paschim Bardhaman, State- West Bengal, India, PIN- 713321, all Landowners represented by their constituted Attorney **"ORCHID REALTORS" (a Partnership firm)** represented by its one of the **Partner SRI. UTTAM DAS [PAN- ARIPD6567A]** Son of Mr. Gopinath Das, by faith- Hindu, by nationality Indian, by occupation-Business, resident of D-1/1, Vidyasagar Pally, P.O.- Benachity, P.S.- Durgapur, District- Paschim Bardhaman, W.B., India, PIN- 713213, **[Vide Power of Attorney no. I-8222 for the year 2022 of A.D.S.R. Raniganj]** hereinafter refereed to and called as **"LANDOWNER"** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, representatives, executors, administrators, successors and assigns) of the **FIRST PART.**

**AND**

**"ORCHID REALTORS" [PAN:- AAHF09317M] (a Partnership firm)** having its office at N/1, Padma Pukur, Benachity, Holding I.D. No- 0071586, Circle/ Ward No-21, P.O. Benachity, P.S. Durgapur, Dist.: Paschim Bardhaman, W.B., India, PIN: 713213, represented by its one of the **Partner namely SRI. UTTAM DAS [PAN- ARIPD6567A]** Son of Mr. Gopinath Das, by faith- Hindu, by nationality Indian, by occupation-Business, resident of D-1/1, Vidyasagar Pally, P.O.- Benachity, P.S.- Durgapur, District- Paschim Bardhaman, W.B., India, PIN- 713213, hereinafter referred to as the **"Promoter"**, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

**AND**

**(1) \_\_\_\_\_ [PAN- ]** Son of \_\_\_\_\_, by faith \_\_, by nationality Indian, by Profession \_\_, **(2) \_\_\_\_\_ [PAN- ]** Wife of \_\_\_\_\_, by faith \_\_, by nationality Indian, by Profession \_\_, both are residing at \_\_\_\_\_, herein after referred to as **"THE PURCHASER"** (which term shall include his heirs, executors, representatives and assigns) of the **THIRD PART.**

**WHEREAS** R.S. & L.R. Plot No- 2824 of Mouza- Andal, purchased property of Smt. Sundar Devi @ Smt. Sundar Devi Jain wife of Premchand Jain which she purchased the same vide deed No-1103 for the year 1961 of Sub Registrar, Raniganj and after that said Smt. Sundar Devi @ Smt. Sundar Devi Jain wife of Premchand Jain mutated her name in L.R.R.O.R. under L.R. Khatian No- 2385/1 and after that Smt. Sundar Devi @ Smt. Sundar Devi Jain gifted 50 decimal of land in favour of her son Sri Rajesh Kumar Jain son of Late Premchand Jain vide deed No- 1831 & 1832 for the year 2009 of A.D.S.R. Raniganj and after that said Sri Rajesh Kumar Jain son of Late Premchand Jain transferred by way of sale 7 Katha land of R.S. & L.R. Plot No- 2824 of Mouza- Andal to Sri. Aditya Kumar Das son of Shibapada Das vide deed No-2185 for the year 2017 of A.D.S.R. Raniganj & 8 Katha land of R.S. & L.R. Plot No-2824 of Mouza- Andal to Sri. Nitya Gopal Das son of Shibapada Das vide deed No-2183 for the year 2017 of A.D.S.R. Raniganj and after purchasing the land said Sri. Aditya Kumar Das & Sri. Nitya Gopal Das mutated their name in L.R.R.O.R. and after that they converted the land from Danga to Commercial Bastu vide Conversion case nos. CN/2023/2301/359 Dated: 08.09.2023, CN/2023/2301/361 Dated: 08.09.2023.

**AND WHERE AS** the Owner 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 Andal Gram Panchyat has granted the commencement certificate to develop comprising B+G+14 multistoried apartment buildings and same was approved by Paschim Bardhaman Zilla Parisad vide Memo No-409/PSBZP Dated 01.02.2024.

**AND WHERE AS** Developer and The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement registered at the office of the A.D.S.R. Raniganj vide deed No- 7784 for the year 2022.

**AND WHERE AS** the purchaser being interested to purchase a flat in the "**THE ORKIT PHASE I**" 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 will be constructed on the First Schedule' property.

**NOW THIS DEED WITNESSTH** that in consideration of **Rs. (Rupees )** only paid by the purchaser to the vendor/Developer by cheque the receipts whereof the vendor/Developer hereby grant, convey, transfer, sell the PURCHASER ALL THAT **Flat bearing No- , on the ( ) Floor** having **Carpet Area- Sq. Feet with parking** at "**THE ORKIT PHASE I**" in Benachity, Durgapur 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 posses 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., Andal 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.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**ENTIRE PREMISES**

All that piece and parcel of **Danga** Land admeasuring **25 Decimal or 15 Katha**, more or less situate, lying at and being **Mouza- Andal**, J.L. No- 52, within Andal Gram Panchayat, A.D.S.R. Office- Raniganj, R.S. Khatian no. 1248, District: Paschim Bardhaman, under Andal Gram Panchayat.

<b>R.S. Plot No.</b>	<b>L.R. Plot No.</b>	<b>Area in Decimal</b>	<b>L.R. Khatian No.</b>
2824	2824	12	4719
2824	2824	13	4772

entire land is butted and bounded as follows:-

**EAST** : R.S. Plot No-2824

**WEST**: R.S. Plot No-2824

**SOUTH** : 150 Feet wide G.T. Road

**NORTH**: R.S. Plot No-2824

**SECOND SCHEDULE**

**PART-I**

**(Said Flat)**

All that the unit being **Apartment No.** on the **Floor, admeasuring more or less Carpet Area- Square Feet, Super Built Up/ Saleable Area Square Feet Tiles Flooring** of "THE ORKIT PHASE I" at the land as described in the First Schedule with proportionate undivided share of the land enjoyment at common areas amenities and facilities (as described in part- I & Part - II of the Third schedule - hereunder)

**THIRD SCHEDULE**

**PART-II**

**(Parking Space)**

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

**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 "THE ORKIT PHASE I".
2. Corridors of "THE ORKIT PHASE I". (Save inside any unit).
3. Drains & Swears of "THE ORKIT PHASE I".(Save inside any unit).
4. Exterior walls of "THE ORKIT PHASE I".
5. Electrical wiring and Fittings of "THE ORKIT PHASE I". (Save inside any unit).
6. Overhead Water Tanks "THE ORKIT PHASE I".
7. Water Pipes of "THE ORKIT PHASE I".
8. Lift Well, Stair head Room, Lift Machinerics "THE ORKIT PHASE I".
9. Pump and Motor of "THE ORKIT PHASE I".
10. Gymnasium & Community Hall of "THE ORKIT PHASE I" (3<sup>rd</sup> Floor of the Building)

**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 "THE ORKIT PHASE I".

2. Drains & Swears of "**THE ORKIT PHASE I**" (Save inside the Block).
3. Boundary Walls and Main Gates of "**THE ORKIT PHASE I**".

#### **FOURTH SCHEDULE**

##### **'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 "**THE ORKIT PHASE I**".

#### **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 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;
  - 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 any one 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**

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

Mode of Payment	Date	Cheque No	Amount(Rs.)	Consideration(Rs)	S.T.(Rs)	Bank

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

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

WITNESSES:

Mr. Uttam Das as a constituted attorney of  
Sri. Aditya Kumar Das, Sri. Nityagopal Das

1. \_\_\_\_\_

\_\_\_\_\_  
SIGNED AND DELIVERED  
By the OWNER (S)

2. \_\_\_\_\_

\_\_\_\_\_  
SIGNED AND DELIVERED  
By the Developer (S)

\_\_\_\_\_  
SIGNED AND DELIVERED  
By the PURCHASER (S)