

## **DEED OF SALE**

**THIS INDENTURE OF SALE** is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017  
(Two Thousand Seventeen).

### **BETWEEN**

1. **SMT. SONALI MONDAL**, wife of Sri Jayanta Kumar Mondal, by religion Hindu, Indian Citizen, by profession Business, residing at Gopal Babu Road, Charmandirtala, P.O. Gondalpara, P.S. Chandernagore, Dist. Hooghly, Pin - 712137 2. **SRI DEBASIS SABUI**, son of Late Murai Mohan Sabui by Religion Hindu, Indian Citizen, by profession Business, residing at Mongala Apartment, Commercial Unit No. FF-1, Rue de Carnot Street, Barabazar, P.O. & P.S. Chandernagore, Dist. Hooghly, Pin 712136, 3. **SRI TAPAN KUMAR GHOSH**, son of Late Nirmal Chandra Ghosh, by Religion Hindu, Indian Citizen, by profession Business, Residing at H. C. Dey Road, P.O. Buroshibtala, P.S. Chinsurah, Dist. Hooghly, Pin – 712105, and 4. **SMT. SUKLA MONDAL**, wife of Sri Pranab Kumar Mondal by religion Hindu, Indian Citizen, by professional Business, PAN: AMUPM1844L, residing at Gopal Babu Road, Charmandirtala, P.O. Gondalpara, P.S. Chandernagore, Dist. Hooghly, Pin 712137, Sl. No. 1 & 2 for self and on behalf of Sl.No. 3 & 4 as the Nominated & Constituted Attorneys by dint of a Registered Deed of General Power of Attorney bearing No. 270 dated 11.09.2013 registered in the office of A.D.S.R., Chandernagore, in Book No.I, CD Vol.No. 1, within pages 3441 to 3455 for the year 2013, hereinafter called the **VENDORS** (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

### **A N D**

**M/S. SIDDESWARI REALATORS** a partnership firm having its office at 36, Gopal Babu Road, P.O. Gondalpara, P.S. Chandernagore, Dist. Hooghly, PAN: ABSFS8357B, represented by its partners 1. **SRI DEBASIS SABUI**, son of Late Murari Mohan Sabui, religion Hindu, Indian Citizen, by profession business, residing at Mongala Apartment, Commercial Unit No. FF- 1, Rue-de-Carnot Street, Barabazar, P.O. & P.S. Chandernagore, Dist. Hooghly, Pin 712136 and 2. **SMT. SONALI MONDAL**, wife of Sri Jayanta Kumar Mondal, by religion Hindu,

Indian Citizen, by profession Business, residing at Gopal Babu Road, Charmandirtala, P.O. Gondalpara, P.S. Chandernagore, Dist. Hooghly, Pin 712137, hereinafter called the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and/or office and its assigns) of the **SECOND PART**.

**AND**

**SRI SOUMYA DUTTA**, Son of Late Sankar Dutta, by Religion Hindu, Indian Citizen, by professional Service, PAN: AZWPD6903C, residing at Flat No. D/2, Second Floor, Sonartori Apartment, Lichutala, P.O. & P.S. Chandannagar, Dist. Hooghly, Pin 712136, hereinafter called the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives, and assigns) of the **THIRD PART**.

**WHEREAS** the land with Building measuring 8 Cottahs 7 Chittacks 50 Sft. or more or less 0.139 Acre appertaining to R.S. Dag No. 213, R.S. Khatian No.107 corresponding to L.R. Dag No. 1000 under L.R. Khatian No.17/2 Sheet No. 23, J.L. No. 1, within Mouza and P.S. - Chandannagore, Dist. Hooghly, originally belonged to Smt. Bina Gue and others who transferred the same by executing Sale Deed being No. 766 dated 12.03.2010 in favour of the present Vendors.

AND WHEREAS the Vendors are now absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the aforesaid 0.139 Acre of land specifically mentioned in the Office of B.L. & L.R.O. as well as in the Office of Municipal Corporation and have been paying rent and taxes in regular manner.

AND WHEREAS the Vendors decided to develop a multi-storied building on the First Schedule property, but due to personal difficulties they have expressed their desire for appointing a Developer for the development of the said property by constructing a new multi-storied building thereon consisting of several Flats/Shops/ Garage, etc.

AND WHEREAS the Developers and the Co-owners of the property have approached and requested the other Vendors herein to allow them to Develop the said property and after proper negotiation, the Vendors herein agreed to grant the Developer exclusive right to develop the said property by constructing a new multi-storied building thereon and the other Vendors also agreed and for the purpose of development the other Vendors herein entered into an Agreement dated 21.07.2011 duly Notarized by the Notary Public, Chandernagore and the Vendors have also executed a General Power of Attorney in favour of the Developers on 21.07.2011 which was also duly Notarized before the Notary Public with the Development and by the said Agreement, the Developer has been permitted to construct and sell flats, commercial spaces, garages, etc. on ownership basis of the building to be constructed on the First Schedule property. The Developer has also permitted to enter into an Agreement for sale with intending Purchaser/Purchasers and to receive money from them as advance earnest money.

AND WHEREAS the Vendors/Developers with the intention to sell flats/shops and to make construction over the First Schedule property as per Plan annexed herewith in Second Schedule with the specification of the garage have been shown in the Plan and the name of the Apartment on First Schedule property will be in the name and style of "SONARTORI APARTMENT" and the proposed construction has already been completed.

AND WHEREAS the Plan has been sanctioned by the Chandernagore Municipal Corporation vide Revised Sanction Plan No. B3/RB/125/12-13 dated 09.02.2013.

AND WHEREAS the present Purchaser being satisfied with the title of the property as well as being satisfied with the construction has agreed to purchase and the Developers have agreed to sell the Parking space being No. 1B on the ground floor covering an area of 125 Sft. with sole, exclusive, transferable and irrevocable right to use the same together with undivided proportionate share of land mentioned in the First Schedule along with all common rights to ingress and egress from the building shown and demarcated in RED Border in the Deed Plan Annexed herewith which is to be treated as a part and parcel of this Deed at a consideration of Rs. 2,60,000/- (Rupees Two Lac Sixty Thousand) only.

AND WHEREAS subsequently the price of the land proportionate to the area of Parking space mentioned in the Third Schedule below along with the cost of construction of the Parking space has been settled at 2,60,000/- (Rupees Two Lac Sixty Thousand) only and the PURCHASER paid the said consideration money which the VENDORS and DEVELOPERS doth hereby acknowledge.

**NOW THIS INDENTURE WITNESSETH :**

THAT in pursuance of the aforesaid agreement and in consideration of the aforesaid property the entire consideration sum of Rs. 2,60,000/- (Rupees Two Lac Sixty Thousand) only (as per memo below) payment of which the vendors hereby acknowledge the same and every part thereof doth hereby acquit and release the purchaser and the same property being the undivided proportionate share in the land described in the First Schedule in respect of calculated on basis of the area of the Parking space bearing No. 1B on the ground floor described in the Third schedule measuring a covered Area of 125 Sft. (more or less) the VENDORS doth hereby convey the transfer, assign and assure unto the PURCHASER free from all encumbrances, charges, liens, trust, annuities, lispenses, attachments, debutter and wakf charges, for maintenance and residence and servients or easements with ALL THAT the undivided proportionate share of land and the parking space as aforesaid in the piece and parcel of land hereditament, messuage more fully described in the First Schedule in particular the undivided proportionate share in the land underneath in respect of the Parking space described in the Third Schedule hereinafter referred to as “the said property” or howsoever otherwise the said property situated, butted, bounded, called, known, numbered, described and distinguished TOGETHER WITH all rights, liberties, privileges, easements, rights, appendages, appurtenances, walls, ways, paths, passages and other right, whatsoever to the said property or any part thereof now are or hereto before were hold , used, occupied or enjoyed or reputed to belong or be appurtenant thereto and also compounds, drains, ways, paths, passages, fences and other rights and liberties, whatsoever to the said property belonging or in any way appertaining thereto and the reversion or reversions remainder or remainders, rents, issues and profits thereof and of every part thereof and all the estate, rights, title, interest, property claim and demands whatsoever both at law and in equity of the VENDORS into and upon the same or any part thereof.

TO HAVE AND TO HOLD THE SAID PROPERTY HEREBY GRANTED conveyed and transferred or expressed or intended so to be and every part thereof unto and to the use of “the Purchaser” absolutely and forever to be held as heritable and transferable immovable property within the meaning of any law for the time being in force subject to the provisions of the West Bengal Apartment Ownership Act, 1972 and its subsequent amendments and all the Rules and Regulations and agreement lawfully made and entered into pursuant to the provisions of the aforesaid Act and also subject to the payment of all rents, taxes, easement, etc., now chargeable upon the same or which may hereafter become payable in respect thereof to the Govt. of West Bengal, Municipal Authorities and the VENDORS doth hereby covenant with the PURCHASER that notwithstanding any acts, deeds or things by the VENDORS made, done or executed or knowingly suffered with the contrary the VENDORS now hath good right and full and absolute power and indefeasible title to transfer the said property hereby sold and conveyed or expressed or intended so to be with the appurtenance unto the PURCHASER in the manner aforesaid AND that “THE PURCHASER” shall and may at all times hereafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents, issues and profits thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the VENDORS or any person or persons lawfully or equitably claiming from , under or through them free and clear and freely and clearly absolutely acquire exonerate and release or otherwise by and at the cost and expenses of the VENDORS well and sufficiently saved, indemnified and keep indemnified on and from and against all manner of claims, charges, liens, debts, attachments, encumbrances, debtor, wakf charges or maintenances and residence whatsoever made or suffered or created by the VENDORS or their predecessor-in-interest or any person lawfully or equitably claiming any estate or interest in the said property or any part thereof from under or in trust for them and the VENDORS will from time to time and at all times hereinafter at the request and cost of the PURCHASER do or execute or cause to be done and executed all such acts, deeds, matters and things whatsoever for furtherance of better and more perfectly assuring the said property and every part and parcel thereof unto and to the use of the PURCHASER in any manner aforesaid or shall or may be reasonably required.

AND it is further agreed and declared between the parties 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 of part in the common expenses required to be paid as his share of expenses as required by the Other Apartment/Shop/Parking Owners.
- B. That the PURCHASER shall use the Parking space for keeping four wheeler/two wheeler only for no other purpose.
- C. That the PURCHASER shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement nor add any outside material structure without, in ever such case, the unanimous consent of all other flat/shop/parking owners in the building the vendors being first obtained.
- D. That the PURCHASER shall be liable to pay the proportionate share of Municipal Tax, Land Tax and also of the common expenses for the maintenance and management of the common areas, if so required, relating to use his parking space.

AND the VENDORS have handed over the copies of the documents hereby covenant with the Purchaser that the Vendors will unless prevented by fire or some other inevitable accident and excepted perils from time to time and all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to the Purchaser or his Advocate or agent or at any trial commission, examination or otherwise as occasion shall require all or any of the title deeds for the purpose of showing his title to the said land and premises described in the first and second schedule hereunder written and also at the like request and cost, deliver or cause to be delivered unto the Purchaser such attached or other copies or extracts of and from the said deeds and writings or any of them as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncanceled.

AND IT IS HEREBY declared and agreed that in case the said Deeds and writings herein before covenanted to be produced or any of them shall at any time hereafter be delivered by the Vendors or any other person or persons they shall thereupon enter into with and deliver to the person or persons for the time being entitled to the benefit of the covenant for production herein before contained and without expenses to them, a covenant for the production and furnishing copies of the said deeds and writings which shall have been so delivered up similar to the covenant herein before contained then and in such case the said last mentioned covenant shall forthwith be null and void so far as regards the deeds and writings to which the said substitute covenant shall related. Be it mentioned that by virtue of this Deed of Transfer of the Parking

space the PURCHASER have become entitled to the proportionate share of the land and the Apartment Ownership together with vertical support of the columns and beams easements rights over egress and ingress and the common areas and facilities of the building which are required to use the said parking space properly .

The map appended with this deed will be treated as a part and parcel of this Deed.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**(The Land)**

ALL THAT piece and parcel of Bastu land with Building measuring 0.139 Acres appertaining to R.S. Dag No. 213 (two hundred thirteen) under R.S. Khatian No. 107 (One hundred seven), corresponding to L.R. Dag no. 1000, under L.R. Khatian No. 17/2, Sheet No. 23, within the ambit of Mouza & P.S. Chandernagore, J.L. No. 1, Dist. Hooghly, comprised in Holding No. 59, New 96, G.T. Road (West), Ward No. 18, under Chandernagore Municipal Corporation.

**THE PROPERTY IS BUTTED AND BOUNDED BY :**

**ON THE NORTH BY :** Property of Bijoy Guin.

**ON THE SOUTH BY :** By Corporation Road;

**ON THE EAST BY :** By G.T. Road;

**:** Property of others.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(The Building)**

The G+IV storied Building constructed in Holding No. 59 , new 96 , G.T. Road (West), Ward No. 18, under Chandernagore Municipal Corporation, P.O. & P.S. Chandernagore, Dist. Hooghly named & styled as "SONARTORI APARTMENT" on the land described in the First Schedule according to the Plan duly sanctioned by Chandernagore Municipal Corporation.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(THE UNIT/PARKING SPACE)**

**ALL THAT** the Parking Space bearing No. 1B on the Ground Floor having Area 125 Sft. in the building named & styled as "**SONARTORI APARTMENT**" mentioned in the Second Schedule over the land mentioned in the First Schedule hereinabove.

**THE FORTH SCHEDULE ABOVE REFERRED TO**

**(COMMON PARTS & PORTIONS)**

- A. Entrance, exists, boundary walls, common paths and passages for ingress and egress and/or to use the parking space.
- F. Foundation, columns, beaks, supports.
- G. The electric connection with all fittings and fixtures that are installed for enlightening the open space and parking space.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(COMMON EXPENSES)**

- A. Salaries and other emoluments and benefits of and all other expenses of the persons employed or to be employed for the common purposes such as Caretaker, supervisor, accountant, darwans, security personnel, sweepers, electricians and other maintenance's staff , if any.
- B. Cost of insurance premium for insurance of the building .
- C. Municipal Tax, Land Tax , and other levied in respect of the premises and the building.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day, .month and year first above written .

**SIGNED, SEALED AND DELIVERED**  
IN THE PRESENCE OF:

**WITNESSES :**

1.



2.

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**SIGNATURE OF THE VENDORS**

Vendor No. 1 & 2 for self and nominated  
Attorneys for Sl.No.3 & 4 respectively.

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**SIGNATURE OF THE DEVELOPERS**

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**SIGNATURE OF THE PURCHASER**

**MEMO OF CONSIDERATION**

Received by the Developers from the Purchaser an amount of Rs.2,60,000/- (Rupees Two Lac Sixty Thousand) only as the entire consideration of the Parking space in the following manner :

Sl. No.	Date	Cheque No.	Bank Name & Branch	Amount

\_\_\_\_\_  
**Signature of the Developers**

Drafted by me :

Advocate  
Chandernagore Court

Typed by :

Chandernagore, Hooghly.