

Query No- _____ year-2023

Query date- _____

ONE FLAT being No- _____ in the _____ FLOOR

Set forth value of Rs. _____/-

Assessed Market Value of Rs. _____/-

“SHIVDANI RESIDENCY”

DEED OF SALE

THIS DEED OF SALE is made on this the ____ day of April 2023, BY and
BETWEEN:

Contd..p/2

(1) SRI. TARAK NATH CHAKRABORTY alias TARAK CHAKRABORTY, (2) SRI. GOUTAM CHAKRABORTY, (3) SRI. SASWATA KUMAR CHAKRABORTY all three are sons of late Uma Das Chakraborty, (4) SMT. SUJATA MUKHERJEE wife of Late Malay Mukhopadhyay, (5) SMT. SWAGATA MUKHERJEE wife of Sri. Swaraj Kumar Mukherjee and (6) SMT. SUMANA CHAKRABORTY wife of Sri. Satya Ranjan Chakraborty, nos. 4, 5 and 6 are daughters of Late Uma Das Chakraborty and (7) SRI. HARI SADHAN MAJEE son of Sasthi Pada Majee resident of _____

and the Vendors No- 1 to 7 are represented by their Constituted Attorney, SHIVDANI BUSINESS PRIVATE LIMITED (PAN No. ABFCS 8764 C) a Company, having its registered office at Ground Floor, Shivdani Apartment, No. 1 Mohishila Colony, Asansol, Post Office Asansol 713303, Police Station Asansol (South), District Paschim Bardhaman (W. B.), represented by its Directors, namely, (1) SHRI RAM BURMAN (PAN No. DHWPB 4054 D) & (Aadhar No. 5600 8515 1250) and (2) SRI. MURARI BURMAN (PAN No. ASAPB 1346 A) & (Aadhar No. 7363 8287 5343) both are sons of Late Shivdani Burman, Citizens of India, by faith Hindu, by occupations Business, residents of J. K. Nagar, Munda Para, Bidhan Bag, Post Office Jemari 713335, Police Station Jemari, District Paschim Bardhaman, by virtue of registered **Deed of Development Agreement-Cum-General Power of Attorney**, vide Deed No- _____ for the year _____, at ADSR office-Asansol, hereinafter jointly called and described as the **“VENDORS/LAND OWNERS”** (which expression shall unless executed by or repugnant to the context include their heirs, successors, legal representatives and assigns) of the **ONE PART**.

AND

SHIVDANI BUSINESS PRIVATE LIMITED (PAN No. ABFCS 8764 C) a Company, having its registered office at Ground Floor, Shivdani Apartment, No. 1 Mohishila Colony, Asansol, Post Office Asansol 713303, Police Station Asansol (South), District Paschim Bardhaman (W. B.), represented by its Directors, namely, (1) SHRI RAM BURMAN (PAN No. DHWPB 4054 D) & (Aadhar No. 5600 8515 1250) and (2) SRI. MURARI BURMAN (PAN No. ASAPB 1346 A) & (Aadhar No. 7363 8287 5343) both are sons of Late Shivdani Burman, Citizens of India, by faith Hindu, by occupations

Business, residents of J. K. Nagar, Munda Para, Bidhan Bag, Post Office Jemari 713335, Police Station Jemari, District Paschim Bardhaman, hereinafter called and described as the **“DEVELOPER/FIRST PARTY”** (which expression shall unless executed by or repugnant to the context include its heirs, successors, legal representatives and assigns) of the **OTHER PART**.

AND

_____ s/o _____, by caste-Hindu, sex-male, occupation- _____, citizen of India, resident of

_____ hereinafter jointly called and described as a **“PURCHASERS/SECOND PARTY”** (which expression shall unless excluded by or repugnant to the context include their heirs, successors, legal representatives and assigns) of the **OTHER PART**.

WHEREAS the land classified as "Vastu" and "Baid", measuring an area of 38 (Thirty Eight) Decimals upon R.S. and L. R. Plot Nos. 37 and 38 within Mouza Neamatpur, J. L. No. 52, Police Station Kulti, District Paschim Bardhaman, belonging to the (1) SRI. TARAK NATH CHAKRABORTY alias TARAK CHAKRABORTY, (2) SRI. GOUTAM CHAKRABORTY, (3) SRI. SASWATA KUMAR CHAKRABORTY all three are sons of late Uma Das Chakraborty, (4) SMT. SUJATA MUKHERJEE wife of Late Malay Mukhopadhyay, (5) SMT. SWAGATA MUKHERJEE wife of Sri. Swaraj Kumar Mukherjee and (6) SMT. SUMANA CHAKRABORTY wife of Sri. Satya Ranjan Chakraborty, nos. 4, 5 and 6 are daughters of Late Uma Das Chakraborty (all are the OWNERS), all are the recorded owners thereof under L. R. Khatian Nos. 1252, 1253, 1254, 1255, 1256 and 1257 of the said Mouza, without any interruption or intervention, free from all liens, mortgages and or any manners of encumbrances.

That the above named OWNERS - (1) SRI. TARAK NATH CHAKRABORTY alias TARAK CHAKRABORTY, (2) SRI. GOUTAM CHAKRABORTY, (3) SRI. SASWATA KUMAR CHAKRABORTY, (4) SMT. SUJATA MUKHERJEE, (5) SMT. SWAGATA MUKHERJEE and (6) SMT. SUMANA CHAKRABORTY with the intention to raise and construct a (G+4) multi-storied building upon their aforesaid land got a building plan and Site Plan both are

duly sanctioned by the Authority of Asansol Municipal Corporation vide their Memo No. SWS-OBPAS/1101/ 2022/1252 dated 17.10.2022 and in this regard had already obtained a Development Permission under Section 46 of the W. B. (T & C Planning Development) Act, 1979 from the ADDA for Development of a Commercial Housing Project (G+IV) under their Memo No. ADDA/ASN/DP/2022/0867 dated 02.05.2022 and has/had further obtained a Fire Safety Recommendation from the West Bengal Fire & Emergency Services, 13d, Mirza Ghalib Street, Kolkata - 16 vide their Memo No. FSR/0125186229100212 dated 10.08.2022 and in this regard had already obtained a Building Permit to the Commissioner of Asansol Municipal Corporation vide Building Permit No. SWS-OBPAS/1101/2022/1252 but owing to his being engaged in his other pre-occupations and other personal problems, the above named OWNERS could not undertake development of their said property, fully mentioned in Schedule hereunder written and in consequence thereto has invited offers from prospective Developer/s who are financially sound, having the necessary capability, infrastructure and competence to undertake construction of a residential cum commercial multistoried building and the above named FIRST PARTY/SELLERS/DEVELOPERS, namely, SHIVDANI BUSINESS PRIVATE LIMITED have/had agreed to their said proposal and offered to undertake the proposed construction of a Ground Plus Four (G + 4) multi-storied building to be constructed and erected all at the cost of the said Developers and in this regard, there being no written instruction, the parties, named above, do hereby enter into this Development Agreement, consisting of the terms and conditions of such transaction and further specifying therein the owner's allocation to be provided by the said Developer, that are, more fully described below

AND WHEREAS above named OWNERS after their such recordings, they further got converted from "Vastu" and "Baid" land to "Commercial Bastu" or homestead lands from the Office of the S. D. L. & L. R., Asansol vide Conversion Case, vide Memo Nos. 2522/ADM & DLRO/PAB/22 dated 25.07.2022, 2525/ADM & DLRO/PAB/22 dated 25.07.2022, 2527/ADM & DLRO/PAB/22 dated 25.07.2022, 2554/ADM & DLRO/PAB/22 dated 26.07.2022, 2530/ADM & DLRO/PAB/22 dated 25.07.2022 and 2529/ADM & DLRO/PAB/22 dated 25.07.2022. AND WHEREAS above named OWNERS - (1) SRI. TARAK NATH CHAKRABORTY alias TARAK CHAKRABORTY, (2) SRI. GOUTAM CHAKRABORTY, (3) SRI. SASWATA KUMAR CHAKRABORTY, (4) SMT. SUJATA MUKHERJEE, (5) SMT. SWAGATA MUKHERJEE and (6) SMT. SUMANA CHAKRABORTY have entered into a Agreement for Development and Construction of Multi Storied Building of the said Property on 29.10.2021, which stands registered as Being or Deed No. 2279 for the year 2021 and Deed of General Power of Attorney for Development and Construction of Property on which stands registered as Being or Deed

No. for the year 2021 both of the Additional District Sub Registry Office, Asansol with above named FIRST PARTY/SELLERS/DEVELOPERS - SHIVDANI BUSINESS PRIVATE LIMITED a Private Limited Company, to undertake construction of a multistoried (G + 4) building named and styled as "SHIVDANI RESIDENCY", residential/commercial building upon the land, mentioned in schedule "A" below, in accordance to a Building Plan bearing Memo No. SWS-OBPAS/1101/ 2022/1252 dated 17.10.2022 duly sanctioned by the authority of A.M.C., which have undertaken erection and construction of the said Building/Apartment, consisting of various residential and commercial units along with parking space/s on the Ground Floor with further intention to sale those units unto its intending purchaser/s for valuable consideration thereof.

AND WHEREAS the "Baid" class of land, measuring an area of 7 (Seven) Decimals upon R.S. and L. R. Plot No. 37 within Mouza Neamatpur, J. L. No. 52, Police Station Kulti, District Paschim Bardhaman, belonging to SRI. HARI SADHAN MAJEE son of Sasthi Pada Majee (the OWNER), is the recorded owners thereof under L. R. Khatian No. 1936 of the said Mouza, without any interruption or intervention, free from all liens, mortgages and or any manners of encumbrances. That the above named OWNER - SRI. HARI SADHAN MAJEE with the intention to raise and construct a (G+4) multi-storied building upon their aforesaid land got a building plan and Site Plan both are duly sanctioned by the Authority of Asansol Municipal Corporation vide their Memo No. SWS-OBPAS/1101/ 2022/1252 dated 17.10.2022 and in this regard had have already obtained a Development Permission under Section 46 of the W. B. (T & C Planning Development) Act, 1979 from the ADDA for Development of a Commercial Housing Project (G+IV) under their Memo No. ADDA/ASN/DP/2022/0161 dated 17.01.2022 and has/had further obtained a Fire Safety Recommendation from the West Bengal Fire & Emergency Services, 13d, Mirza Ghalib Street, Kolkata - 16 and in this regard had have already obtained a Building Permit to the Commissioner of Asansol Municipal Corporation but owing to his being engaged in his other pre-occupations and other personal problems, the above named OWNERS could not undertake development of their said property, fully mentioned in Schedule hereunder written and in consequence thereto has invited offers from prospective Developer/s who are financially sound, having the necessary capability, infrastructure and competence to undertake construction of a residential cum commercial multistoried building and the above named FIRST PARTY/SELLERS/DEVELOPERS, namely, SHIVDANI BUSINESS PRIVATE LIMITED have/had agreed to his said proposal and offered to undertake the proposed construction of a Ground Plus Four (G + 4) multi-storied building to be constructed and erected all at the cost of the said Developers and in this regard, opment Agreement, consisting of the terms and conditions of such

transaction and further specifying therein the owner's allocation to be provided by the said Developer, that are, more fully described below :- AND WHEREAS above named OWNER after his such recordings, he further got converted from "Baid" land to "Commercial Bastu" or homestead lands from the Office of the S. D. L. & L. R., Asansol vide Conversion Case, vide Memo Nos. 2528/ADM & DLRO/PAB/22 dated 25.07.2022. AND WHEREAS above named OWNER - SRI. HARI SADHAN MAJEE have entered into a Agreement for Development and Construction of Multi Storied Building of the said Property on 09.11.2021, which stands registered as Being or Deed No. 4298 for the year 2021 and Deed of General Power of Attorney for Development and Construction of Property on 09.11.2021 which stands registered as Being or Deed No. 4299 for the year 2021 both of the Additional District Sub Registry Office, Asansol with above named FIRST PARTY/SELLERS/DEVELOPERS - SHIVDANI BUSINESS PRIVATE LIMITED a Private Limited Company, to undertake construction of a multistoried (G + 4) building named and styled as "SHIVDANI RESIDENCY", residential/commercial building upon the land, mentioned in schedule "A" below, in accordance to a Building Plan duly sanctioned by the authority of A.M.C., which have undertaken erection and construction of the said Building/Apartment, consisting of various residential and commercial units along with parking space/s on the Ground Floor with further intention to sale those units unto its intending purchaser/s for valuable consideration thereof.

AND WHEREAS the above named PURCHASERS have full knowledge of the applicable laws, notifications, rules and regulations etc., applicable to the said complex and have fully satisfied themselves about the right, title and interest of the said Owners and the Developer in the said land/complex. AND WHEREAS therefore being satisfied fully with the specification, facilities and position to be provided together with the terms and conditions, the SECOND PARTY named above herein above intends to purchase One ____-BHK Residential Flat and have therefore booked Flat No. " _____", situated on the _____ FLOOR of the aforesaid Apartment, measuring approximately a Super Built Up Area of _____ - square feet, (including covered area, utility area with 20% super built up area) along with one four wheeler parking space fully mentioned in the details in Schedule 'B' of this agreement at and for a total consideration price of Rs. _____ only, in the manner:

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

That in pursuance of the Agreement made between the vendor/developer and the Purchasers and in consideration of the said sum of Rs. _____ paid by the Purchasers to the Vendor/Developer as per the memo of consideration below (the receipts whereof the Vendor do hereby admit and acknowledge) as total price of the "B" schedule property, the Vendor do hereby grant, convey, sell, and transfer unto and to the use of the said Purchasers all that "B" schedule property together with the said common rights and facilities as mentioned in the "C" schedule below including all easement rights attached thereto free from any or all encumbrances together with the obligations to be performed by the Purchasers have the right in respect of common facilities attached in the Apartment and TO HAVE AND TO HOLD the said property hereby granted, conveyed and transferred unto and to use of the said Purchasers absolutely and forever having all transferable right therein such as sale, gift, lease, mortgage, exchange etc. AND THAT the Vendor do hereby for itself, its heirs, successors, executors and assigns declare and covenant with the said purchasers that the Vendors have good title, full power and absolute right to sell and transfer the said property and further declare that Vendor are absolutely seized and possessed of or otherwise well and sufficiently entitled to the "B" schedule mentioned property and that the Vendor have not in any way encumbrances the "B" schedule mentioned property intended to be conveyed by this deed of sale AND THAT the Purchasers including all their legal heirs, successors, and assigns shall and may at all times peaceably and quietly hold, possesses, use and enjoy the said property hereby sold as lawful and rightful owners thereof without any interruption, obstruction, claims and/or demands whatsoever from or the Vendor or any person/persons lawfully/quietably claiming under or in trust for Vendor and the said Vendor shall and will for all times to come at the cost and request of the said Purchasers and/or their heirs do or execute cause to be done or executed all such acts, deeds and/or things and to swear affidavit/affidavits and to appear personally or through authorized person or persons for further or more perfectly assuring the title of the Purchasers to the said property or part thereof.

Be it further stated that the Purchasers, their heirs, successors, administrators or assigns shall enjoy the said property more fully mentioned in the "B" schedule below from generation to generation with all the rights, title and interest of the Vendor according to their choice preference, necessity including all sorts of transferring right of sale, lease, mortgage, gift etc.

That the Purchasers at their own cost shall maintain their individual property mentioned in the schedule "B" below sold to them by repairing, plastering, white-washing of the walls and colour washing of the doors and windows including renovations replacement etc. without causing any damage or detriment to the adjoining flats belonging to the other occupants of the said building on "A" schedule property.

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 or construction of the "A" schedule building.

That the Purchasers will have to pay proportionate Corporation Tax and rents which may be assessed for the "A" schedule building/holding to the appropriate authorities and will have to bear their share of expanses required for maintain of the common portion and areas including lift, common passage, stair-case, drains, common water supply, system pump, over head water tank, roof etc.

It is further covenanted by and between the parties hereof that the Purchasers shall always abide by the decision of the committee/Flat owner's Association to be framed amongst the Purchasers and others 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, management and protection 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.

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

AND THAT it is further declare that by the vendor 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 1 Asansol of the State of West Bengal as also in the records and register of Asansol Municipal Corporation or any authority and the Vendor undertake to render all such help and assistance as will be found essential in this regard.

It is hereby specifically declared that the provision of West Bengal Apartment Ownership Act and the rules framed and/or the bye laws framed there under and the West Bengal Apartment (Regulation of Construction & Transfer) Act 1972 and the rules framed there under shall apply to said flat.

Be it further mentioned herein that the Purchasers prior to purchase have made proper inspection and inquiry of the said flat and being fully satisfied with the constructional work of the said building and have already taken possession of the said flat hereby sold.

ABOVE-REFERRED TO "A" SCHEDULE OF THE PROPERTY.

(ENTIRE PROPERTY)

Within the District of Paschim Bardhaman, Sub-Division and Addl. Dist. Sub-Registry office Kulti, Post Office Sitarampur 713359, P.S. Kulti, **Mouza – Neamatpur**, J.L. No. 52, ALL THAT landed property, measuring an area **43 decimals of land** Baid and Vastu situated upon **R.S & L.R Plot No. 37 (Thirty seven) and 38 (Thirty eight)**, under L.R Khatian Nos. 1252, 1253, 1254, 1255, 1256 and 1257 and 1936 under ward No. 61 of Asansol Municipal Corporation alongwith residential-cum-commercial building (B+G+4).

Butted and bounded by-

On the North :- By Building of Sri Sudhir Dey and others.

On the South :- By Building of Ramkumar Agarwal and others
On the East :- By Building of Gopal Chattaraj
On the West :- Road

ABOVE-REFERRED TO “B” SCHEDULE OF THE PROPERTY.

Within the aforesaid District, Mouza, P. S. etc. all that one contained residential flat being flat No- _____ on the _____-**floor** of the ‘A’ schedule property at “_____ **Apartment**”, measuring super built up area _____ Sq. ft. (floor type-Tiles) alongwith common facilities and one car/four wheelers parking space in the common parking area on the basement to be allotted by the first party after completion the building.

Schedule ‘C’ above referred to

- A. Common areas and installation in respect whereof only the right of user in common shall be granted to the Second party.
- B. Main entrance for ingress and egress to the premises, lobbies, common passage and staircase of the building and common paths in the premises.
- C. Lifts, lift machineries and lift pits.
- D. Common drains, sewers and pipes.
- E. Common underground water reservoir, overhead water tanks, water pipes (saves those inside any flat) and deep tube well (if any, allowed by the municipal corporation) appurtenant to the building.
- F. Wire and accessories for lighting of common areas of the building.
- G. Pump room and motor room.

IN WITNESS WHEREOF both the parties put their signatures to this Deed of Sale on the date, month and year written and the outset.

WITNESSES-

1.

2.

Signature of the Vendor/Developer

*Drafted & prepared by me and
printed in my office, read over
& explained by me
to the executants*

*One sheet containing the finger
prints and photographs duly
attested by the parties is annexed page
No-*

*Advocate
Asansol Court.*