

SALE DEED

THIS SALE DEED IS MADE ON ____DAY OF _____, 20

BETWEEN

(1) MR. SHAYAN KUMAR DEY [PAN- EXQPD0238C] S/o. Mr. Madan Mahon Dey, by faith Hindu, by Nationality-Indian, by occupation Student, residing at Rudrapur, Kumra, P.O. Kumra Kashipur, P.S. Habra, District:- North 24-Parganas, West Bengal, India, PIN – 743271 **(2) MR. PRITHVIRAJ PANDEY [PAN- FKWPP4931E]** Son of Sri. Tathagata Pandey, By Faith: Hindu, By Occupation: Student, resident of 53/1/1B, Ballygunge Place, P.O:- Ballygunge, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN – 700019 **(3) KAKALI MONDAL (PAN – AYOPM6072E)** Wife of Sri Sushil Mondal , by faith-Hindu, by nationality Indian, by occupation- Housewife, resident of Bubbud Nutan Pally, P.O.- Bubbud, P.S- Bubbud, Dist-Purba Bardhaman, W.B, India, PIN-713403 **(4) MR. KANAI LAL PANDEY (PAN – AENPP9190F)** Late Ganapoti Pandey , by faith-Hindu, by nationality Indian, by occupation- Retired Paerson , resident of S-IV/188, Bidhannagar Housing Colony P.O.- A.B.L. Township, P.S- New Township, Dist-Paschim Bardhaman, W.B, India, PIN-713206 **(5) MR. SAYON MUKHERJEE [PAN- BOZPM8846Q]** Son of Late Tapan Kumar Mukherjee, By Faith: Hindu, By Occupation: Service, **(6) MISS. MONAMI MUKHERJEE [PAN- ASRPM9537D]** Daughter of Late Tapan Kumar Mukherjee, By Faith: Hindu, By Occupation: Service, resident of 1/19, Bibekananda Park, Near Mission Hospital, City:- Durgapur, P.O:- Arrah, P.S:- Kanksa, District:- Paschim Bardhaman, State- West Bengal, India, PIN 713212 represent by their constituted **Attorney " ARADHYA SPACE DEVELOPERS "** **represented by its partner MR. AMIT BANERJEE, (PAN – ANAPB0015B)** Son of Debasish Banerjee, by faith Hindu, by occupation Business, by Nationality- Indian, resident of: Village & Post-Fuljhore, P.S.- New Township, District- Burdwan, presently Paschim Barthaman, PIN- 713206, West Bengal, India, **[Vide Power of Attorney no. I-4210 for the year 2020 of A.D.S.R. Durgapur, I-5078 for the year 2020 of A.D.S.R. Durgapur, I- 1253 for the year 2020 of A.D.S.R. Durgapur, I-3636 for the year 2023 of A.D.S.R. Durgapur, I-10346 for the year 2022 of A.D.S.R. Durgapur]** 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

ARADHYA SPACE DEVELOPERS (PAN – ABQFA0571P) Being a Partnership Firm having its office at: 53, TAPOBAN HOUSING CO-OPERATIVE SOCIETY, POST – Benachity, & P.S.- Durgapur, District- Burdwan presently Paschim Barthaman, PIN- 713213, West Bengal, India Represented by its Partners namely **MR. AMIT BANERJEE, (PAN – ANAPB0015B)** Son of Debasish Banerjee, by faith Hindu, by occupation Business, by Nationality- Indian, resident of: Village & Post-Fuljhore, P.S.- New Township, District- Burdwan, presently Paschim Barthaman, PIN- 713206, West Bengal, India, 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

(_____, herein after referred to as “**THE PURCHASER**” (which term shall include his heirs, executors, representatives and assigns) of the **THIRD PART.**

WHEREAS R.S. Plot No. 7, corresponding L.R. Plot No-59 was Ardhendu Bikash Chakraborty son of Sri Sasanka Sekhar Chakraborty & Smt. Laxmi Chakraborty wife of Sri Ardhendu Bikash Chakraborty vide deed No- 4096 for the year 1984 of A.D.S.R. Durgapur and after that Ardhendu Bikash Chakraborty son of Sri Sasanka Sekhar Chakraborty & Smt. Laxmi Chakraborty wife of Sri Ardhendu Bikash Chakraborty sold the schedule mentioned land in favour of present vendor i.e. Tarun Kumar Sanyal vide deed No- 3680 for the year 2001 of A.D.S.R. Durgapur and mutated his name in L.R.R.O.R. and after that said Tarun Kumar Sanyal son of Late Sunil Kumar Sanyal transferred the same by way of sale vide deed No- 933 for the year 2020 of A.D.S.R. Durgapur in favour of present Vendor No-1 i.e. Shayan Kumar Dey Son of Mr. Madan Mahon Dey and converted the land from Vaid to Commercial Bastu vide conversion case No- CN/2021/2302/1048 of B.L.& L.R.O. Fairdpur Durgapur. And he entered into a Development Agreement with Second Party i.e. Developer vide deed No- 3063 for the year 2020 of A.D.S.R. Durgapur and thereafter Landowner No-1 execute a Development Power of attorney in favour of Second Party i.e. Developer vide deed No- 4210 for the year 2020 of A.D.S.R. Durgapur.

WHEREAS R.S. Plot No. 8/72 & 7, corresponding L.R. Plot No-107 &59 was purchased property of Sri Mihir Ruidas Son of Late Radharaman Ruidas, he purchased the same from Shyamakanta Dey vide deed No- 4831 for the year 2003 of A.D.S.R. Durgapur and after that Sri Mihir Ruidas Son of Late Radharaman Ruidas recorded his name in L.R.R.O.R and thereafter Sri Mihir Ruidas Son of Late Radharaman Ruidas transferred the same by way of sale in favour of Utpal Kumar Samanta son of Sri Nabakumar Samanta vide deed No- 3220 for the year 2008 of A.D.S.R. Durgapur and mutated his name in L.R.R.O.R. in L.R. Khatian No- 1458 and after that said Utpal Kumar Samanta son of Sri Nabakumar Samanta transferred the same by way of sale vide deed No- 2660 for the year 2020 of A.D.S.R. Durgapur in favour of Mr. Prithviraj Pandey i.e. Landowners No-2 and converted the land from Vaid to Commercial Bastu vide conversion case No- CN/2021/2302/1051 of B.L.& L.R.O. Fairdpur Durgapur. And he entered into a Development Agreement with Second Party i.e. Developer vide deed No- 3064 for the year 2020 of A.D.S.R. Durgapur and thereafter Landowner No-2 execute a Development Power of attorney in favour of Second Party i.e. Developer vide deed No- 5078 for the year 2020 of A.D.S.R. Durgapur.

WHEREAS R.S. Plot No. 7, corresponding L.R. Plot No-59 was Gopal Chandra Gope, Gopal Chandra Gope transferred the same in favour of Tarapada Chakraborty Son of Late Sasnka Sekhar Chakraborty & Smt Nilima Chakraborty wife of Tarapada Chakraborty vide deed No- 4097 for the year 1984 of A.D.S.R. Durgapur and Tarapada Chakraborty Son of Late Sasnka Sekhar Chakraborty & Smt Nilima Chakraborty wife of Tarapada Chakraborty transferred the same by way of sale to Kakali Mondal Wife of

Sri Sushil Mondal vide deed No- 4911 for the year 2001 of A.D.S.R. Durgapur and mutated her name in L.R.R.O.R. i.e. Landowners No-3 and converted the land from Vaid to Commercial Bastu vide conversion case No- CN/2021/2302/1050 of B.L.& L.R.O. Fairdpur Durgapur. And he entered into a Development Agreement with Second Party i.e. Developer vide deed No- 549 for the year 2020 of A.D.S.R. Durgapur and thereafter Landowner No-3 execute a Development Power of attorney infavour of Second Party i.e. Developer vide deed No- 1253 for the year 2020 of A.D.S.R. Durgapur.

WHEREAS R.S. Plot No. 7, corresponding L.R. Plot No-59 was purchased property of Sri Ashim Nandi from Sri Asit Baran Chatterjee vide deed No- 5763 for the year 2004 of A.D.S.R. Durgapur and thereafter Sri Ashim Nandi transferred the same infavour of present owner i.e. Sri Kanai Lal Pandey vide deed No- 3850 for the year 2012 of A.D.S.R. Durgapur and mutated his name in L.R. R.O.R. Landowners No-4 converted the land from Vaid to Commercial Bastu vide conversion case No- CN/2021/2302/1272 of B.L.& L.R.O. Fairdpur Durgapur. And he entered into a Development Agreement with Second Party i.e. Developer vide deed No- 8215 for the year 2021 of A.D.S.R. Durgapur

WHEREAS R.S. Plot No. 7, corresponding L.R. Plot No-59 property was recorded property of Gopal Chandra Gope, Gopal Chandra Gope transferred the same in favour of Sri Lakshman Ranjan Roy son of Late Abhayapada Roy vide deed No- 4093 for the year 1984 of A.D.S.R. Durgapur and Lakshman Ranjan Roy son of Late Abhayapada Roy transferred the same by way of sale to Tapan Kumar Mukherjee Son of Late Subal Mukherjee vide deed No- 4039 for the year 2000 of A.D.S.R. Durgapur and mutated his name in L.R.R.O.R. and converted the land from Baid to Bastu vide Con Case No- PFCN/2018/2302/ 13 of B.L. & L.R.O. Faridpur –Durgapur and said Tapan Kumar Mukherjee entered into a Development agreement with "ARADHYA SPACE DEVELOPERS" which was registered before A.D.S.R. Durgapur vide deed No- A.D.S.R. Durgapur, vide deed no. I-020600342 for the year 2020, Serial No- 0206000371 for the year 2020 & also executed a power of attorney vide deed No-589 for the year 2020 of A.D.S.R. Durgapur and after that said Tapan Kumar Mukherjee died leaving behind his son namely Mr. Sayon Mukherjee and daughter namely Miss. Monami Mukherjee as his legal heirs and they enter their name in L.R.R.O.R. and become owner of the schedule mentioned property as per law of inheritance and they i.e. Landowner No- 5 &6 execute a Development Power of attorney infavour of Second Party i.e. Developer vide deed No- 10346 for the year 2022 of A.D.S.R. Durgapur. At persent the land is converted into Baid to Commercial Bastu vide conversion case No- CN/2022/2302/1232 & CN/2022/2302/1227 of B.L.& L.R.O. Faridpur Durgapur.

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 Jemua Gram Panchyat has granted the commencement certificate to develop the Project vide Plan No- 39 dated

22.04.2022 and same was approved by Paschim Bardhaman Zilla Parisad vide Memo No- 3809/(I)4/PSBZP DATED 19.10.2022.

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. Durgapur vide deed No- 3063 for the year 2020 of A.D.S.R. Durgapur, 3064 for the year 2020 of A.D.S.R. Durgapur, 549 for the year 2020 of A.D.S.R. Durgapur, 8215 for the year 2021 of A.D.S.R. Durgapur , 342 for the year 2020 of A.D.S.R. Durgapur.

AND WHERE AS the purchaser being interested to purchase a flat in the “**KALPOTORU RESIDENCY**” 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 “**KALPOTORU RESIDENCY**” 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 not withstanding 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., Faridpur Durgapur 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.

SCHEDULE-A ABOVE REFERRED TO

(Description of Land)

All that piece of parcel of Bastu land measuring an area 29.8 Decimal more or less under **Mouza- Tetikhola**, J.L No-96, L.R. J.L.No- 111, Under the jurisdiction of Jemua Gram Panchayet, P.S.- New Township, Dist- Paschim Bardhaman, State- West Bengal,

R.S. Plot no.	L.R. Plot no.	L.R. Khatian no.	Area in Decimal
07	59	2068	6.6
07	59	2070	1.0
8/72	107	2070	4.0
07	59	1463	6.6
07	59	1646	5.0
07	59	2129	3.3
07	59	2130	3.3

BUTTED AND BOUNDED BY:

ON THE NORTH : 16 Feet wide Metal Road

ON THE SOUTH : 30 Feet wide Metal Road

ON THE EAST : Aryanak Apartment

ON THE WEST : 16 Feet wide Metal Road

SECOND SCHEDULE

PART-I

(Said Flat)

All that the unit being **Apartment No.** on the **Floor, measuring more or less Carpet Area- Sq. Feet Tiles Flooring of "KALPOTURU RESIDENCY"** in Benachity Durgapur 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 "KALPOTORU RESIDENCY" in Tetikhola.
2. Corridors of "KALPOTORU RESIDENCY" in Tetikhola. (Save inside any unit).
3. Drains & Swears of "KALPOTORU RESIDENCY" in Tetikhola.(Save inside any unit).
4. Exterior walls of "KALPOTORU RESIDENCY" in Tetikhola.
5. Electrical wiring and Fittings of "KALPOTORU RESIDENCY" in Tetikhola. (Save inside any unit).
6. Overhead Water Tanks "KALPOTORU RESIDENCY" in Tetikhola.
7. Water Pipes of "KALPOTORU RESIDENCY" in Tetikhola.
8. Lift Well, Stair head Room, Lift Machineries "KALPOTORU RESIDENCY" in Tetikhola.
9. Pump and Motor of "KALPOTORU RESIDENCY" in Tetikhola.

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 "KALPOTORU RESIDENCY" in Tetikhola.
2. Drains & Swears of "KALPOTORU RESIDENCY" in Tetikhola (Save inside the Block).
3. Boundary Walls and Main Gates of "KALPOTORU RESIDENCY" in Tetikhola.

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 "KALPOTURU RESIDENCY" in Tetikhola.

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;

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 wile 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:

1. _____

SIGNED AND DELIVERED
By the OWNER (S)

2. _____

SIGNED AND DELIVERED
By the Developer (S)

SIGNED AND DELIVERED
By the PURCHASER (S)