

GRN: - 19-XXXXXXXXXXXX

DEED OF SALE OF RS. XX,XX,XXX/-

ASSESSED MARKET VALUE – RS. XX,XX,XXX/-

e-QUERY NO.- XXXXXXXX/ 202X

THIS DEED OF SALE is made By:-

SHRI DEBABRATA GANGULY (PAN - ADPPG1262L), (AADHAR - 364592655588), s/o Late Hrishikesh Ganguly, citizenship - Indian, by faith - Hindu, by occupation- pensioner, resident of - Usha Kiran, Shimultala, 01 no. Mohishila Colony, Asansol, P.S. - Asansol (South), Pin - 713303, P.O.- Asansol, District - Paschim Bardhaman, West Bengal, India; hereinafter called and referred to as the 'LAND OWNER' / "FIRST PARTY" (which expression shall unless excluded by or inconsistent with or repugnant to the context mean and include all his legal heirs, nominees, executors, administrators, representatives, successors and assigns) of the ONE PART. The First Party are represented by their constituted attorney 'UNIVERSAL CONSTRUCTION CO.' (PAN NO.- AADFU 9050 F) a Partnership Firm represented by one of its Partner MR. AMIT KUMAR RAI (PAN NO. ARUPR1718F) S/o Shri Kailash Rai resident of - 3/F-03, 3rd Floor, Radhika Apartment, Simultala, No.- 01 Mohishila Colony, P.O.- Asansol, Pin - 713303,

AND

"UNIVERSAL CONSTRUCTION CO." (PAN NO.- AADFU9050F) a Partnership Firm having its registered office at 'C/O Kabita Enterprise, S B Gorai Road, Near Ram Sayer Maidan, P.O.- Asansol, Pin - 713301, P.S.- Asansol (South), District - Paschim Bardhaman, West Bengal, India, represented by one of its Partner **MR. AMIT KUMAR RAI** (PAN NO. ARUPR1718F) S/o Shri Kailash Rai, resident of - 3/F-03, 3rd Floor, Radhika Apartment, Simultala, No.- 01 Mohishila Colony, P.O.- Asansol, Pin - 713303, P.S.- Asansol (South), District - Paschim Bardhaman, West Bengal, India, hereinafter referred to as the "**CONFIRMING PARTY / DEVELOPER**" of the said Flat.

IN FAVOUR OF :

Mr XXXX XXXXX (PAN - XXXXXXXXXX), (AADHAR - XXXX XXXX XXXX) Son of XXXXXX; by faith - Hindu, Citizenship - Indian, by occupation - Others, resident of -

(hereinafter called '**PURCHASER**' which expression shall, unless repugnant to the context or meaning thereof, be deemed to and include his respective survivor or survivors & the legal representatives, heirs, executors or administrators), **of the OTHER PART.**

WHEREAS Smt. Usharani Ganguly (since deceased), wife of Late Hrishikesh Ganguly was the absolute owner & possessor of the schedule mentioned property measuring **06 katha**, comprised in or upon L.O.P. No.- 224 appertaining to C.S. Plot No.- 125 (P) corresponding to **R.S.**

Plot no.- 249 corresponding to **L.R. Plot No.- 246** within Mouza - ASANSOL, J.L. no.- 035 (previously J.L. No.- 024), Police Station- Asansol (South), Dist. PaschimBardhaman (previously District - Burdwan) by virtue of a Gift Deed executed by the Governor of the State of West Bengal on 12.10.1988 which stands registered as Deed No.- **0257** for the year 1988, duly noted in Book no.- I, Volume no.- III, Page from 1025 to 1028 and registered in the office of the Additional Dist. Registrar of Burdwan at Asansol and since such gift she & her family have been owning & possessing the schedule mentioned property openly, peacefully & uninterruptedly.

AND WHEREAS Hrishikesh Ganguly predeceased his wife & being intestate and as Hindu.

AND WHEREAS while owning & possessing the said schedule 'A' property Smt. Usharani Ganguly (since deceased), wife of Late Hrishikesh Ganguly expired intestate and as Hindu on 08.08.1991 as per her Certificate of Death issued by Chairman Asansol Municipality bearing Registration no.- 602 & she has left the instant First Party/Landowner as her/their only legal heir & successor to inherit to their effects and estates in absolute share & proportions in accordance to the relevant provisions of the Hindu Succession Act, 1956.

AND WHEREAS while owning & possessing the said schedule 'A' property Smt. Usharani Ganguly raised & constructed single storied residential building as per sanctioned Building Plan in her name being and also mutated her name in the Assessment register of A.M.C., being **Holding No.68/49**, under the local limits of **Ward no.- 86 (NEW)** of Asansol Municipal Corporation & had been paying Holding Tax regularly.

AND WHEREAS after the death of his father & mother respectively, the above named legal heir & successor became the total & absolute owner of the schedule property & he have been openly, peacefully & uninterruptedly & jointly owning & possessing the said below mentioned schedule property.

Whereas in this circumstances the First Parties are absolutely seized and possessed of or otherwise well and sufficiently entitled to the property fully mentioned in the schedule below

AND

WHEREAS the above named in order to erect a multistoried building along with prepared a building plan and sanctioned the same through the authority concern namely the Asansol Municipal Corporation Building Permit No. SWSOBPAS/1101/2022/0338, dated 21.07.2022

and

THEREAFTER the First Party/Vendor members entered into a mutual agreement with the said 'UNIVERSAL CONSTRUCTION CO.' a Partnership Firm, authorizing to erect the said G+IV multistoried building namely "SABITA APARTMENT" upon the said below mentioned schedule land at the costs and expenses of the Second Party/Developer. AND with a view to enabling the said Firm to raise the said G+IV multistoried building it had become necessary to execute one Registered Development & Construction Agreement & one Registered General Power of Attorney after Development & Construction Agreement for mutual convenience, appointing and constituting SHRI AMIT KUMAR RAI, son of Shri Kailash Rai, representing the aforesaid Firm in his capacity as Partner AND as the First Party/Vendor true & lawful attorney to exercise the following powers in connection with the schedule mentioned lands for the First Party and on his behalf in the matter of raising the said G+IV multistoried building on the schedule mentioned land.

THUS in pursuant to the said mutual agreement & with a view to enabling the said Firm to raise the said G+IV multistoried building namely "SABITA APARTMENT" upon the said below mentioned schedule land First Party/Vendor executed numerous Registered Development & Construction Agreement and Registered General Power of Attorney after Development & Construction Agreement duly registered in the Office of A.D.S.R., Asansol appointing as their lawfully nominated & constituted Attorney 'UNIVERSAL CONSTRUCTION CO.' a Partnership Firm, AND represented by one of its Partner SHRI AMIT KUMAR RAI, son of Shri Kailash Rai

AND WHEREAS by virtue of the said Regd. Development Agreement & Regd. General Power of Attorney respectively the above "**UNIVERSAL CONSTRUCTION CO.**" a Partnership Firm, has been entrusted to

develop the schedule mentioned land by making investment from its own fund as a Developer/Builder on the terms and conditions as fully set out in the above noted Registered Development agreement.

AND WHEREAS the “**UNIVERSAL CONSTRUCTION CO.**” a Partnership Firm raised a multi-storied building under the name and style “**SABITA APARTMENT**” consisting of various commercial as well as self-contained residential flats/parking space / garage / shops / offices etc. in accordance with the said site plan and building plan. Details of the said property are more fully mentioned and described in the Schedule ‘A’ below.

AND WHEREAS the entire cost and expenses towards construction of the ‘A’ schedule multi-storied building are being borne by said “**UNIVERSAL CONSTRUCTION CO.**” a Partnership Firm and as such said “**UNIVERSAL CONSTRUCTION CO.**” a Partnership Firm has acquired right and interest in respect of the entire constructions of the building, except the Vendor’s/First Party’s/Landowner’s allocation as mentioned in the above noted Registered Development & Construction Agreement and therefore for avoiding all future conflicts as well as to perfect the title and ownership of the purchaser over the ‘B’ Schedule property along with ‘C’ Schedule common rights agreed to execute this deed along with the vendor.

AND WHEREAS the Vendor having declared to sell **one self contained residential flat** of the ‘A’ schedule apartment being morefully described in Schedule B below along with undivided proportionate share or interest in the ‘A’ Schedule land which is more fully mentioned in the Schedule ‘B’ below along with common right of user over the common portions, areas, pathways, structures, installation etc. which are more fully mentioned in Schedule ‘C’ below.

AND WHEREAS the Purchaser having come to know of such intention of the Vendor proposed and offered to purchase the said ‘B’ property.

AND WHEREAS the Vendor considering the said price as fair, proper, reasonable and highest according to present market value prevailing in the locality accepted the said offer of the Purchaser/s and agreed to sell, convey and transfer the ‘B’ schedule property along with ‘C’ Schedule common rights unto and in favour of the Purchaser/s at and for the said total consideration price mentioned below & on the terms mentioned here in below.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

THAT in pursuance of the said agreement between the Vendor and the Purchaser/s and in consideration of the said sum of **Rs. XXXXXXXX/-** (**Rs. _____**) **only** paid by the Purchaser/s to the Vendor (the receipt whereof the Vendor does hereby admit and acknowledge) as total price of the said property, the Vendor doth hereby grant, convey, sell and transfer unto and to the use of the said Purchaser/s all that 'B' Schedule property along with common rights and facilities more fully mentioned in the 'C' schedule below together with the right of path, passage, lights, liberties, privileges, easement and appurtenances whatsoever attached and concerning to the said property free from any or all encumbrances **TO HAVE AND TO HOLD** the said property hereby granted, conveyed and transferred unto and to the use of the said Purchaser absolutely and for ever having all transferable rights therein such as sale, gift, lease, mortgage, exchange or otherwise **AND THAT** the said Vendor for itself, its successors-in-office and legal representatives doth hereby further declare and covenant with the said Purchaser/s that the Vendor has good title, full power and absolute right to sell and transfer the said 'B' schedule property and further declare that the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property and that the Vendor has not in any way encumbered the said property intended to be conveyed by this Deed of Sale **AND THAT** the said Purchaser/s including all his/her/their legal heirs and successors shall and may at all times peacefully/quietly hold, possess, use and enjoy the said property as lawful and rightful owner thereof without any interruption, obstruction, claims and/or demand whatsoever from or by the Vendor or any person/persons lawfully/equitably claiming under or in trust for its **AND THAT** the said Vendor including all its successors-in-office and legal representatives shall and will for all times to come at the cost and request of the said Purchaser/s do or execute or cause to be done or executed all such acts, deeds, and/or things for further or more perfectly assuring the title of the Purchaser relating to the said property **AND THAT** the said Vendor doth hereby further declare and covenant with the said Purchaser/s that if it transpires that the 'B' schedule property hereby sold is not free from all encumbrances and/or the Vendor has no valid perfect and marketable title to the said property as

hereinbefore stated by the Vendor, in that event the Vendor including all its successors-in-office and legal representatives will be bound to pay back the entire consideration amount of money with legal interest to the Purchaser/s and shall also be liable to make good and indemnify all losses and damages which the Purchaser/s may suffer due to any defect in the title of the Vendor in respect of the said 'B' schedule property hereby sold the Purchaser/s.

THAT the purchaser/s do hereby acquire valid and absolute right to the said Schedule B property together with easements and privileges attached thereto & thereof.

THAT the Purchaser/s shall use the said Schedule B property solely and exclusively for **Residential purpose**.

THAT not to decorate or paint or otherwise the exterior of the said flat/building in any manner save in accordance with the general scheme thereof as is or any be specified by the Flat Owners Association.

THAT not to do anything whereby the other owners/occupiers of the flat/building is prevented from the enjoyment of their respective residences, garages quietly and exclusively.

THAT not to claim any right in any other part of the same flat/building save as may be necessary for ingress and egress or save as expressly granted and as mentioned in Schedule "C".

THAT not to claim partition or sub-division of common areas of the said flat of the said building and not to make any structural addition, alteration or modifications of permanent nature, and not to divide or fragment into smaller pieces or making separate independent portion of the said flat with permanent wooden partition and fixtures.

THAT not to carry on any obnoxious, offensive, illegal or immoral activity in the said flat which is mentioned in the schedule 'B' below or in any other portion / portions of the said building including common parts thereof or in any portion of the said building.

THAT not to do anything which may endanger, damage, risk or prejudice the floor or ceiling of the said flat.

THAT not to throw any rubbish or store any articles in any part of the common areas or any other parts of the said property/building or permit the same to be accumulated to such an extent so as to create any nuisance and thereby be prejudicial to the health & moral wellbeing of

the other Owners/Occupiers of the said 'A' schedule property/building, save and except as may specifically be permitted and allowed by the Association of the Flat Owners in writing.

THAT the Purchaser/s at his/her/their own cost and expenses shall maintain his/her/their individual flat sold to his/her/them by repairing, plastering, white washing of the walls and colour washing of doors and windows including renovation, replacements etc. without causing any damage or detriment to the adjoining flat or flats belonging to other occupant/s of the said building on 'A' Schedule land.

THAT the Purchaser/s shall not have any right to undertake any addition or alteration which may cause damage in any way or affect the main structures, pillars, constructions and roof of the 'A' Schedule building.

THAT the Purchaser/s will have to pay proportionate Corporation tax and Rents which may be assessed for the 'B' schedule building to appropriate authority and will have to bear his/her/their share of expenses required for maintenance of the common portions over which the Purchaser/s is/are authorized to use and enjoy in common with other occupants of the A' schedule building.

IT IS further covenanted by and between the parties hereof that the Purchaser/s shall always abide by the decision of the committee/flat owners' association to be framed amongst the Purchaser/s and other 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, managements and protections of the common privileges, easements, sanitation, safety of the structure of the building and liabilities like corporation taxes, cesses, rents and other impositions levied or to be levied concerning the building.

THAT every internal walls separating the 'B schedule flat from an adjoining flat/flats shall be the common wall and cannot be removed or destroyed without the written consent of the said committee or flat owners' association of the building on 'A' schedule land.

IT IS hereby specifically declared that the provisions of West Bengal Apartment Ownership (Amendment) Act, 2015 and the Rules framed hereunder and the other laws of the land (as are amended up to date) and the Rules framed there under shall apply to the said Flats/Shops/Units as and when made applicable by the concerned authority.

THAT the Purchaser after satisfying themselves about the title of the Vendor in respect of the said property hereby agreed to purchase the same & have made proper enquiry and inspection in respect of the 'B' Schedule Unit/property and being fully satisfied with the constructional work of the same taken delivery & possession of the said schedule B property.

THAT it has been covenanted between the parties that the Purchasers shall have the common right only to enjoy the roof terrace and maintain the same. But the Developer will have exclusive and absolute right to raise any structure, construction, advertisement panel, etc. over the ultimate roof of the A schedule building.

AND that it is further declared by the Vendor that the Purchaser/s by virtue of this Deed of Sale will be competent and entitled to get his/her/their name/s mutated in the records of S.D.L. & L.R.O., Extn. Part-1, Asansol under the State of West Bengal as also in the records and registers of Asansol Municipal Corporation and also in the records and registers of West Bengal State Electricity Board or any other authority the rent, tax, duties etc. will be borne by the Purchaser/s and the Vendor undertakes to render all such help and assistance as will be found essential in this regard.

The proportionate annual rent is payable to the State of West Bengal through S.D.L. & L.R.O., Extn. Part-1, Asansol, Dist. Paschim Bardhaman.

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

In the District of Paschim Bardhaman (previously District - Burdwan), A.D.S.R. Office - Asansol, P.S.- Asansol, within Mouza - ASANSOL, J.L. no.- 035 (previously J.L. No.- 024), comprised in or upon L.O.P. No.- 224 appertaining to C.S. Plot No.- 125 (P) corresponding to **R.S. Plot no.- 249** corresponding to **L.R. Plot No.- 246**, under the local limits of **Ward no.- 86 (NEW)** of Asansol Municipal Corporation, being **Holding No.- 68/49**, all that piece and parcel of "Commercial BASTU" land measuring **06 (six) kathas**, recorded in the L.R. ROR being area measuring **10 (ten) decimal** (more or less) of homestead land appertains to **L.R. Khatian No.- 4537**, alongwith all hereditaments & easement rights at - 01 number Mohishila Colony, Simultala, Asansol, PIN - 713303. The said property is butted and bounded by:

<u>NORTH</u>	LOP no.- 225 H/O MRS. TULSI CHAKRABORTY
<u>SOUTH</u>	LOP no.- 223 H/O MR. HARI NARAYAN CHATTERJEE AND OTHERS

<u>EAST</u>	LOP no.- 221, MAHAMAYA APARTMENT
<u>WEST</u>	LOP no.- 230, ROAD THAREAFTER H/O A. K. PAL

SCHEDULE "B" ABOVE REFERRED TO:-
(sold from Developer's Allocation)

All that one self-contained residential Flat being No. **X/FXX** on the **XXXX (Xth) FLOOR** of the "A" Schedule property fully completed Unit & measuring a **super built up area** of **XXXX** (_____) **Sq. ft.**, & **Covered area** of **XXXX** (_____) **sq. ft.**, having tiles flooring consisting of XX bed rooms, XX drawing cum dinning, XX kitchen, XX toilet, XX Balcony along with one number of **XX (___) wheeler parking space** in the Ground Floor within the common parking area of the 'A' Schedule building measuring **XX (_____) sq. ft.**, along with easement rights, hereditaments, undivided & impartible proportionate share of land & interest in the total common areas & facilities in the building under the name & style of "**SABITA APARTMENT**". Status – COMPLETE.

SCHEDULE "C" ABOVE REFERRED TO:-
(Common portions)

1. Stair Case up to Top Floor.
2. Stair Case landing up to top Floor of the said apartment
3. Common passage, entrance and exit from the building.
4. **Lift**
5. Installation of common service such as water sewerage.
6. Common electrical wiring electrical sub – station lines, meters and fittings and pumps and stair case lights.
7. Drainage & Sewerage.
8. Pump, Motor Pump and apparatus and installation in the said building for common use.

Proportionate annual rent is payable to the State of West Bengal, through the S.D.L. & L.R.O., Extn. Part-1, Asansol.

A sheet containing photos and finger prints of both hands duly attested by the parties concern is annexed hereto which do form a part of this deed.

-:::: **MEMO OF CONSIDERATION** :::-

SL. No.	Mode of Payment	Date	Bank Name, Branch Name & Cheque No./s	Amount Paid (in Rupees)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
	Total Amount Paid Are	Rs. XX,XX,XXX/- (Rs. _____) only		

Total & Full consideration amount paid by the Purchaser, for the above mentioned 'B' schedule property, to the aforesaid Vendor, through its constituted Attorney, as per their full satisfaction is of **Rs. XX,XX,XXX/- (Rs. _____) only.**

IN WITNESS WHEREOF the parties have set and subscribed their hands and signatures on this the _____ day of XXXX, 202X at A.D.S.R. Office, Asansol.

WITNESSES:

1.

(Signature For Self and As
Constituted attorney of :-

(1) **Mr. Debabrata Ganguly**

2.

Drafted & Prepared by me as per
Reg. Development Agg & General
Power of Attorney, L.R. R.O.R.,
Instruction, & directions provided
by both the parties & Readover &
explained the contents to both the
Parties in Vernacular
and Printed in my office.

(UTSAV MUKHERJEE)
ADVOCATE,
PASCHIM BARDHAMAN DISTRICT JUDGE'S COURT AT ASANSOL
Enrolment No.- WB/549/2011.