

DEED OF SALE**VALUED AT Rs. _____/-**

THIS DEED OF SALE made on this the _____ day of _____
2024 (Two Thousand Twenty-Four).

B E T W E E N

1) SRI PRASANTA PAUL, (PAN- DBEPP2965M), Son of Late Durga Charan Paul

by faith-Hindu, by Occupation-Business by Nationality – Indian of Apartment Flat No. A1, 181/13 B.C. Chatterjee Street, Lokenath Park P.S. Belgharia, Kolkata – 700056, **2) SRI SUVANKAR DHAR**, (PAN -

AJXPD0612K) S/o. Late Sitanshu Dhar, by faith - Hindu, by Occupation – Business, by Nationality – Indian resident P-179, Sector A Metropolitan Housing Society(Nimakpattan)P.S. Pragati Maidan Kolkata - 700105

3)SRI KAMAL SAHA (PAN -AWUPS4417P) S/o. Late Kali Sankar Saha, by faith - Hindu, by Occupation – Business, by Nationality – Indian resident at P-57 Sector B Metropolitan Housing Society(Nimakpattan)P.S. Pragati Maidan Kolkata - 700105

hereinafter called the hereinafter referred to as the **OWNERS** (which term and/or expression unless excluded by or repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives, successors- in-office and assigns) of the **FIRST PART.**

AND

A K DEVELOPER (PAN - ABVFA9058Q) a Company having its Registered Office at P-81 A, C.I.T Scheme No S.M, Ground Floor Kolkata - 700010 duly represented by its Partners namely **1) SRI SUVANKAR DHAR,** (PAN - AJXPD0612K), S/o.

Sitanshu Dhar, by faith - Hindu, by Occupation - Business, by Nationality - Indian resident P-179, Sector A Metropolitan Housing Society(Nimakpattan) P.S. Pragati Maidan Kolkata - 700105, **2) SRI KAMAL SAHA,** (PAN - AWUPS4417P) S/o. Late Kali Sankar Saha, by faith - Hindu, by Occupation - Business, by Nationality - Indian resident at P-57 Sector B Metropolitan Housing Society(Nimakpattan)P.S. Pragati Maidan Kolkata - 700105

hereinafter referred to as the **DEVELOPERS** (which term and/or expression unless excluded by or repugnant to the context shall mean and include their heirs, executors, administrators, legal representatives, successors-in-office and assigns) of the **SECOND PART.**

WHEREAS the Party of the First Part have jointly purchased a piece and parcel of Bastu land measuring about 14 Kh. 2 Ch. 30Sft. With all easement rights under Kolkata Municipal Corporation, situated at 24/1a/1, Nilmoni Row, Kolkata - 700002 Under KMC Ward No 005 Borough- I P.S. Tala (Old Chitpur) **SRI SANYASI CHARAN BISWAS** as the Vendor and said smt. Subhasini Roy of the One part and Registered in Book I Volume No 92 pages 246 to 260 being No 3652 for the year 1947of the Calcutta Registry Office

through a Sale Deed 5687

AND WHEREAS after purchasing the said property in the aforesaid manner the Party of the First Part mutated their names in the Assessment Records of Kolkata Municipal, and also in the L.R. Record of Rights vide (SRI SUVANKAR DHAR), (SRI KAMAL SAHA), respectively and are in peaceful possession therein by payment of Rents & Taxes.

AND WHEREAS the Party of the First Part thereafter jointly formed a Firm namely **A K DEVELOPER** on 27.01.2021 by executing a Notarial partnership Deed on 27.08.2021 to develop the property and/or to construction a multi-storied building thereon and also to perform other nature of business accordingly.

AND WHEREAS to avoid future complication and for the smooth functioning of the business the party of the First Part/Land owners as well as the Partners of **A K DEVELOPER** have entered into a Development agreement with the developer namely **AK DEVELOPER** (PAN - ABVFA9058Q) a Company having its Registered Office at P-81 A, C.I.T Scheme No S.M, Ground Floor Kolkata - 700010, duly represented by its partners on 27.08.2021 at the Office District Sub Registrar at Kolkata in Deed no.

5687 for the year 2021 under some terms and conditions mentioned

thereon and subsequently the vendors executed one General Power of Attorney in favour of the Developers duly registered before the District Sub Registrar at Alipore which recorded in Book No. IV being no. 5687 dated 2021 empowering the developer to sell, convey and transfer to others at any consideration or under any terms and conditions as the developer shall think, fit and proper.

AND WHEREAS by virtue of the said Developer Agreement and General Power of Attorney the developer prepared a building Plan with the help of one reputed Architect and submitted the same before the competent authority for necessary approval and after obtaining the building sanctioned plan from the competent authority vide no. _____ dated _____ the developer commence construction as per sanctioned building plan.

AND WHEREAS the developer agreed to sell and the purchaser agreed to purchase the residential flat /Garage which Carpet area is _____ Sq.ft. with the proportionate undivided interest or share on the land alongwith all proportionate rights on all common areas and facilities of the building mentioned in the First Schedule herein after written at or for the total consideration of Rs. _____/- per square feet (Rupees _____ only) as a sum of total Rs. _____/- (_____ only)

AND WHEREAS now the party of the First Part (owner) offered to sale the Flat/Garage as owner basis and whereas the purchaser agreed

to purchase the Flat/Garage bearing No. _____ Sqft. having Carpet area _____ Sft. respectively on the _____ Floor together with proportionate and undivided share of land underneath along with all rights and facilities to use common areas, facilities and utilities mentioned in the respective schedules hereinafter written of the said building named and known as “**Aashutosh Bhawan**” with sole and exclusive transferrable and irrevocable right to the use of the same together with undivided proportionate share of land with terms and conditions mentioned herein under at the agreed a total consideration of **Rs. _____ /- (Rupees _____)** only being fully satisfy with the construction works as well as plaster of the inner walls and ceiling, Floor and other decorations of the Flat.

NOW THIS INDENTURE WITNESSETH

That in pursuance of the agreement arrived at in between the parties and in consideration of the sum of **Rs. _____ /- (Rupees**

) only being the agreed and full amount of consideration money, well and duly paid by the purchaser before the execution of this Deed the receipt whereof the owner do hereby acknowledge and of and from the same and every part thereof doth hereby acquit, release and forever discharge the purchaser the property hereby conveyed and the vendor hereby grant, sell, transfer, convey, assign and assure unto the purchaser ALL THAT the said Flat/Garage bearing No. _____ Sft. having Carpet area _ Sft. on the _ **Floor** together with proportionate and undivided share of land underneath along with all rights and facilities to use common areas, facilities and utilities mentioned in the respective schedules hereinafter written of the said building named and known as “**Aashutosh Bhawan**”

which are shown in the map annexed hereto which are more specifically mentioned in the Third Schedule below TOGETHER WITH proportionate share and/or interest of the land mentioned in the First Schedule below TOGETHER WITH all rights and benefit of the said building in respect of all the common parts and common amenities thereof mentioned in the respective Schedules hereunder TOGETHER WITH all rights, privileges, whatsoever thereunto belonged or occupied therewith and right, title, interest claim and demand whatsoever of the vendor upon or in respect of the said Flat and inheritance thereof in free, simple in possession free from all encumbrances, whatsoever unto the purchaser absolutely and forever.

TO HAVE AND TO HOLD the said Flat/Garage mentioned in the Third Schedule below hereby conveyed, granted, sold, transferred or expressed or mentioned so to be, unto and to the use for Residential purpose only of the purchaser absolutely and forever and the OWNER do hereby covenant that notwithstanding any Act, Deed or thing whatsoever by the owner or their representatives or their predecessor-in-interest done or executed or knowingly suffered to the contract the owner are lawfully, rightly and absolutely ceased and possessed of otherwise well and sufficiently entitled to the said Flat/Garage mentioned in the THIRD SCHEDULE below hereby granted, conveyed and intended so to be and every part thereof for a perfect and indefeasible estate property and promises hereditaments, messuages, appurtenances, without any manner of encumbrances, charges, conditions, use, trust or any other thing whatsoever to other defect, encumber or make void the same. AND THAT the property is free from all encumbrances, charges, liens, equities

and THE PURCHASER shall at all times hereafter peacefully and quietly possess and the said Flat and to receive rents and profits thereof without interruption, claim or demand whatsoever from or by the owner or any other person whatsoever.

AND THAT the owner covenant that the owner and their heirs, executors and administrators shall at all times hereafter indemnify and keep indemnified the PURCHASER his heirs, executors, administrators, and assignees against losses, damages, cost, charges and expenses, if any suffered by reason of any defect in the title of the vendor or any breach of covenants hereunder contained.

AND FURTHER that the owner covenant that the owner and his heirs, executors and administrators shall at all request and at the cost of the PURCHASER his heirs, executors, and administrators, do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the said Flat/Garage or said property and every part thereof in the aforesaid manner according to the true intent and meaning of this Deed as may be reasonable required.

THE PURCHASER shall hereafter get his name mutated in the local Municipal Corporation and other authorities and shall pay the Taxes, Rents etc. to the concerning Authorities in his own name and the OWNER will always cooperate in giving consent in writing as and when such consent will be required.

AND it is further agreed and declared by and between the parties:-

PURCHASERS' RIGHT AND OBLIGATION :

1. The PURCHASER shall have full and absolute proprietary right such as the owner derive from the title of the said property hereby conveyed and mentioned in the THIRD SCHEDULE below.
2. The PURCHASER shall have exclusive transferable right of the said Flat and shall be entitled to sell, mortgage, lease, gift, exchange, etc. of the said Flat hereby conveyed.
3. The PURCHASER shall have the common right in the common portions mentioned in the FOURTH SCHEDULE below, jointly with the other co-owners of the Flats and/or the owner.
4. The PURCHASER shall have right to take separate Electric meter and other necessary connection and/or lines in the Flat/Garage hereby conveyed through the common portions/parts and fix meter at common meter room for the purpose.
5. The PURCHASER shall not injure or damage the common portion or any other portions of the Building by making any alteration or withdrawing any support for making any construction whatsoever or otherwise.
6. The PURCHASER shall not alter or any other outer portion or elevation of the Building.
7. The PURCHASER shall not through or to accumulate on cause to be thrown or accumulation of any dust, ashes, rubbish or other refused articles in the common portions.
8. The PURCHASER shall not store any inflammable, combustible offensive, obnoxious, dangerous articles in the said Flat or any portion of the said building.

9. The PURCHASER shall not decorate or paint or otherwise alter the colour scheme of the exterior of the said flat or the building or the common portions.

10. The PURCHASER shall not do or permit anything to be done which is likely cause illegal or nuisance to the co-owners or occupiers of the said Building or adjoining buildings.

11. The PURCHASER shall comply with the statutory law, regulations notifications which will be applicable to the said Flat or any part thereof and keep the vendor/promoter harmless and indemnified in respect thereof.

12. The PURCHASER shall be entitled to use the said Flat/Garage for Residential / Garage purpose only.

13. The PURCHASER shall keep the said Flat/Garage and every part thereof and all fixtures and fittings therein properly and in good repair and in a neat and clean condition.

14. The PURCHASER shall be permitted to use all paths, passages for the purpose of ingress to or egress from the main gate and not for any other purpose.

15. The PURCHASER shall not alter or any other outer portion or elevation of the building.

COMMON EXPENSES :

1. All expenses for running and operating all machinery and installations i.e. water pump, electrical installations etc. in the common portions, including its cost of repairing replacing.

2. Salaries, remunerations, benefits and other expenses of the persons employed or to be employed for the common purposes such as caretaker, darwans security, sweepers electricians or other maintenance staff.
3. All charges and deposits for supplies of common utilities for the co-owners of the building.
4. Municipal Tax, water tax and other taxes for the common portions of the building.
5. Electricity charges for service, operation, including its cost of equipments and installations for the common service and lighting for the common portions.
6. All litigation expenses incurred for common purpose and relating to the common use and enjoyment of the common portion.
7. Creation of fund for replacement, renovation and/or other periodical expenses.
8. All other expenses and/or outgoings as are incurred by the owner and/or Society / Association / Service organisation for the common purpose.

MAINTENANCE AND MANAGEMENT :

The co-owners of the Flat shall form an ownership Association / Society for maintenance and management of the common portions including taking over all obligations of the said Building as per law provided under West Bengal Apartment Ownership Act, 1972. The PURCHASER/PURCHASERS must co-operate with the owner co-owners to form this Association and he must be a member of the Association.

ASSOCIATION :

It is hereby further agreed between the parties that the Purchaser/Purchasers or unit owners of the said building will frame a Society or Association under West Bengal Apartment Ownership Act, 1972 for the upkeep and maintenance of the said building and the common amenities. Upon formation of the said Association / Society the First Party will hand over the responsibilities for the maintenance to the said Society/Association and the Society/Association will have the right to frame rules and regulations for the said purpose and the purchaser/purchasers will co-operate upon being a member.

THE FIRST SCHEDULE ABOVE REFERRED TO :
(DESCRIPTION OF EXISTING BUILDINGS)

ALL THAT the 30 years old one storied brick built with Tin Shed Structure dwelling house and premises together with the piece or parcel of land measuring about 02(two) cottahs, 06(six) Chittacks and 04(four) square feet more or less where upon or on part where of the said structure erected and situated at premises No. 24/1A/1, Nilmoni Row Kolkata – 700002, Police Station Chitpore, P.O. Cossipore, within the limits of Kolkata Municipal Corporation under ward No. 005, Assessee No. 11-005-13-0187-0, and constructed cover area of the old Tin Shed Structure with cemented floor is 514 square feet more or less and which is butted and bounded as follows :

On the North : By common passage and thereafter Premises no. 24. Nilmoni Row, Kolkata:

On the South : By common passage and thereafter partly by premises No.23, Nilmoni Row and partly by Premises No.21/1. Nilmoni Row:

On the East : By 24/1A, Nilmoni Row,(owners Prosanta Paul,

Suvankar Dhar, Kamal Saha)

On the West : By Premises No.24/1a. Nilmoni Row, Kolkata.

(LOT-C)

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

ALL that a piece and parcel of Bastu Land measuring about 314.567 sq.mt. under Kolkata Municipal Corporation.

BUTTED & BOUNDED BY :

ALL THAT the 30 years old one storied brick built with Tin Shed Structure dwelling house and premises togetherwith the piece or parcel measuring about 02(two) cottahs , 05(five), Chittacks and 07(seven) square feet more or less where upon or on part whereof the said structure erected and situated at Premises No 24/1A, Nilmoni Row Kolkata -700002, Police station Chitpore, P.O Cossipore within the limits of Kolkata Municipal Corporation under ward No. 005, Assessee No. 11-005-13-0159-6 and constructed cover area of the old Tin Shed Structure with cemented Floor is 1500 square feet more or less and which is butted and bounded as follows.

On the North: By Common Passage and thereafter

Premises no. 24 Nilmoni Row Road, Kolkata

On the South: By Common Passage and thereafter Partly by

premise No 21/1Nilmoni Row

On the East: By 20 feet wide Nilmoni Row

On the West: By Premises No. 24/1A/1, Nilmoni Row,

Kolkata (owners Prosanta Paul, Suvankar Dhar, Kamal Saha)

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of Building)

The Building to be constructed in five storied (Ground Plus four) on the 24/1A/1, Nilmoni Row, Kolkata - 700002, under KMC Ward No. 005 Borough - I P.S. - Tala (Old Chitpur) on the land described in the first schedule and will be named and known as **“Aashutosh Bhawan”**

THE THIRD SCHEDULE ABOVE REFERRED TO

(Description of the Flat/Garage)

ALL THAT the Flat/Garage area on the _____ **Floor** of the building bearing no. _____ having a Carpet area _____ Square feet respectively a little more or less including proportionate share of common portions, areas and facilities attached to the building mentioned in the Second Schedule referred above.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Cost of Flat/Garage)

Total Consideration money of the said Flat/Garage is
Rs. _____/- (Rupees _____ only).

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Description of the Common Areas)

The common areas and the common parts mentioned in this Indenture shall include:-

1. **Structure:** R.C.C. Frame Construction on R.C.C. Raft Foundation with R.C.C Column Beams and slabs and designs in accordance with the relevant I.S. Codes
2. **Outer Walls:** All Outer Walls shall be 200 mm (8") thick in cement and sand mortar.
3. **Internal walls:** All internal portion wall shall be 5" thick in cement and sand mortar except where necessary 3" wall may be constructed.
4. **Plaster:** All walls and ceilings will be plaster internally and externally with cement and sand mortar
5. **Colouring:** The external face of walls of the new building shall be painted with approved cement paints.
6. **Joinery:** All doors and windows in the Common Service areas shall have the frames made of good quality as to be decided by the developer and shall be made as per the Architect's drawing and specifications.
7. **Service Area :** All staircases, lobbies shall be furnished with marbel/tiles of such quality as to be decide by the developer. However generated room and pump room flooring shall be finished in I.P.S. Flooring.
8. **Electrical :** AH common service areas shall be provided with suitable no of lights point but atleast each flat we have One Air Conditions Point atleast in one room tubelight fittings, TV. Points Geysers, Chimney Points.
9. **Sanitary and Plumbing :** All Plumbing Pipelines and sanitary plumbing pipelines including the rain water pipes would be leading brand and each Types of Pipe fittings shall be pasted at the sit prior to installation.
10. **Power:** I.T. Connection shall be obtained from C.E.S.E Limited

11. Captive Power: Generator to be installed to provide captive power during the loadshedding for common service area lights. Lift and pumps
12. Drain/Sewerage line from the said premises.
13. Boundary walls.
14. Common toilet, Caretaker room.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(Common Expense)

- a. All expenses for maintenance, operation, replacing, repairing, renovating, painting of the common portions and the common are as in the building including the outer walls of the buildings.
- b. All expenses for running and operating all machinery equipment and installations comprised in the common portions including water pumps, electrical installations etc. including the cost of repairing, renovating and replacing the same.
- c. 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, plumbers, electrician and other maintenance staff, if any.
- d. Cost of Insurance premium and insuring the building and/or the common portions.
- e. All charges and deposits for supplies of common utilities for co-owners in common.
- f. Municipal Tax, water tax and other levies in respect of the premises

and building (save and except those are separately assessed in respect of any unit of the purchasers).

g. Cost of formation and operation of the service organization/Association including the office expenses.

h. Electricity charges for the operation of the equipment and installations for the common service and lighting the common portions.

i. All legal expenses incur or to be incurred for the common purpose relating to common use and enjoyment of the common portions.

j. All other expenses and/or outgoing as would be incurred by the Vendor/Developers and/or by the Society/Service organization

IN WITNESSES WHEREOF the parties hereto have set and subscribe their respective hands before the witnesses on this day, month and year first above written.

SIGNED, SEALED & DELIVERED

in the presence of :

WITNESSES :-

1.

1.

2.

3.

4.

5.

Signature of the Owners/First party

2.

Signature of the Purchaser/Second Party

1.

2.

3.

4.

5.

Signature of the Developers/Third Party

MEMO OF CONSIDERATION

Received **Rs.** **/- (Rupees** **)** only from

the within named Purchasers as per memo below.

Date Name Cheque no. Bank & Branch Aomount

1

2

Total --

(Rupees only)

SIGNED, SEALED AND DELIVERED

in the presence of :-

WITNESSES :-

- | | |
|----|----|
| 1. | 1. |
| | 2. |
| | 3. |
| | 4. |
| | 5. |

Signature of the Developers/Third Party