

**DEED OF SALE**

This **DEED OF SALE** is made and executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, Two Thousand \_\_\_\_\_

**BY**

**M/S. MARVELLOUS INTRA PRIVATE LIMITED**, a Private Limited Company registered under The Indian Companies Act, 2013 having CIN - U51100WB1995PTC071132 PAN No. AABCM7274Q, registered office at 20B, Abdul Hamid Street, 9th Floor, Kolkata, Pin – 700069, represented by its Director Sri RAHUL AGARWAL (PAN – AICPA1315N), son of Sri Gopal Kumar Agarwal, resident of 93, Goenka Park, Raniganj, PO+PS+ADSR - Raniganj, Dist.- Paschim Bardhaman-713347, herein after referred to and called as the **“OWNER(S)/ VENDOR(S)/SELLER(s)”** of the **ONE PART** ;

**IN FAVOUR OF**

**Shri/Smt./M/s.** ..... **PAN No.**....., **Aadhaar No.** ..... , son / wife / daughter of ..... residing at ..... by faith..... , by Occupation ..... , by Nationality....., hereinafter referred to and called as the **“PURCHASER (S)”** of the **OTHER PART** ;

Whereas the Vendor in his sound and disposing mind without any pressure, force, compulsion or coercion has agreed to sell and transfer the said property unto the Purchaser for a consideration value of Rs .....  
For which the Purchaser after scrutinizing the status of the property and also being satisfied regarding the title of the Vendor has agreed to purchase the same against the said consideration.

### **WHEREAS**

In this indenture unless it be contrary or repugnant to the subject or context the following words and/or expressions shall means as follows: -

- (i) The SELLER shall mean and include the parties itself, their respective legal heirs, executors, successors, administrators, legal representatives and assigns / nominees
- (ii) The PURCHASER shall mean and include the parties itself, their respective legal heirs, executors, successors, administrators, legal representatives and assigns / nominees
- (iii) The LAND shall means the land under **Mouza Amrasota, P.S.+ ADSR Raniganj, Dist.- Paschim Bardhaman**, all JL No.- 18, LR Plot No. 3025, & RS Plot No.- 1265, 1290, 1291, 1292, & 1294, all appertaining to **Khatian No.- 1991** measuring total area of 0.9185 (Zero Point Nine One Eight Five) acres (3718 Sq. Mtr.) under Asansol **Municipal Corporation** over which the four storied building has been constructed.

(iv) The “**BUILDING**” shall mean the building consisting of three nos. of Blocks of G+4 storied pucca residential building each on the above mentioned Land which is particularly described in the **Schedule-A** hereunder .

(v) The “**FLAT**” shall mean a Self Contained Flat being No. .... having carpet area measuring ..... sq. ft. situated on the ..... **FLOOR** in **BLOCK-‘.....’ Lobby** ..... of the Building namely “**MARVELLOUS GRAND**” as morefully described in the **Schedule-B** hereunder together with proportionate share of the Land allocable to the “Said Flat”.

(vi) The “**COMMON PORTION**” shall mean the common parts and areas of the Building which are kept for common use and enjoyment of the Purchaser and the seller of the Building.

(vii) The “**UNDIVIDEND SHARE**” shall mean the undivided proportionate share in the Land which is allocable to the Flat and which has been arrived and fixed for the time being in force.

AND WHEREAS, the seller being the absolute owner of the land as hereinabove mentioned by means of **Nineteen** nos. of **Regd. Deed of Sale** being Deed Nos. **1354 (year 2007), 2203 (year 2007), 1353 (year 2007), 1390 (year 2007), 1355 (year 2007), 1892 (year 2007), 0007 (year 2010), 0273 (year 2010), 1316 (year 2010), 0008 (year 2010), 0672 (year 2010), 1352 (year 2007), 2666 (year 2007), 1462 (year 2007), 2523 (year 2007), 1743 (year 2010), 2668 dtd.- (year 2010), 1930 dtd.- (year 2007), 2378 (year 2010)** all of **A.D.S.R. Office Raniganj**, and the name of the seller’ s Company has duly been recorded in the finally Published L.R. Record of Rights.

WHEREAS The Promoter has been granted NOC from West Bengal Fire & Emergency Services vide Memo No.-Dy./DFS/1579/2013 dated 03.09.2013, Divisional Forest Officer, Durgapur Division vide Clearance No.-20/CC/D/2016, dated 12.07.2016 and Asansol Durgapur Development Authority vide Memo No.-ADDA ASL/38/V/155/FL/NOC/57 dated 03.04.2014.

WHEREAS The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment from Asansol Municipal Corporation vide Memo No. 26(i)/BP/AMC/HO/17, 26(ii)/BP/AMC/HO/17, 26(iii)/BP/AMC/HO/17, 26(iv)/BP/AMC/HO/17 and 26(v)/BP/AMC/HO/17 Dated 01.03.2017.

WHEREAS The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_

AND WHEREAS, the seller declared to sell out the newly built **Flat being No.** ..... which is situated on the ..... floor in Block-‘.....’ Lobby ..... together with ..... covered/uncovered Four/Two Wheeler Parking Space facility on the ground floor of the Building namely **MARVELLOUS GRAND** which is particularly described in the **Schedule-B** below hereinafter called the “**Said Property**” (including proportionate

share of super built up area) at a total consideration amount of Rs. ....../- ( Rupees ..... ) only;

AND WHEREAS, the Purchaser considering the above price as fair, equitable and highest in the present market and having been agreed with the terms and conditions laid down in the Model Draft Conveyance agreed to purchase the said Flat at the above consideration amount ;

AND WHEREAS, the seller accepted such proposal of the Purchaser and agreed to convey the Schedule - B property in favour of the Purchaser subject to the terms and conditions laid down in these presents;

**NOW THEREFORE THIS INDENTURE WITNESSETH as follows :-**

In pursuance of the aforesaid Agreement and in consideration of payment of a sum of Rs. ....../- (Rupees ..... ) only being the entire consideration money as detailed below in **Memo of Consideration** , in favour of the seller, and in consideration of acknowledgment of due receipts thereof by the seller, the later does hereby sell, transfer, assign and assure the property mentioned in the Schedule-“B” below unto the purchaser subject to the terms and conditions hereafter mentioned.

AND THAT the seller does hereby covenant that the Flat and/or the Land is not charged with any claim, demand, attachment or lien whatsoever, if it transpires otherwise hereafter and if the Purchaser’s title to and/or possession therein be adversely affected on account of any defect in the

title of the Seller, the later will get the same removed and the Purchaser's title to and/or possession therein be restored by the Seller at its own costs and responsibility.

AND THAT the Purchaser shall and may from time to time and at all times hereafter peaceably and quietly hold, possess, use and enjoy the Schedule "B" property hereby conveyed as rightful owner there-of.

AND THAT the Seller is confined in making the Building for further stories and the Purchaser shall not make any obstruction or hindrance when the Seller will raise the remaining floor on the existing Building according to dully sanctioned Plan from the Authority Concerned and the Purchaser records its No-Objection in that regard.

AND THAT the Purchaser shall not cause any damage to the super structure of the Building. The Purchaser shall have right or authority to make any addition or alteration of the Flat without causing any damage to the Building.

AND THAT the Purchaser shall not remove or damage the pillars, beams, columns or lintels of the Flat at any circumstances. However, the Seller may replace the same when the condition of the Building will be wear and tear due to its old age and when there will be no other way but to renovate the same for its safety and security with the consent of the Purchaser.

AND THAT the Purchaser shall have easement right over the common staircase, passage, lift, basement of the Building and all other rights of easement appended thereto specifically mentioned in "**SCHEDULE – C**" below.

AND THAT the Purchaser shall pay the Municipal Taxes & other levies for the proportionate share property allotted to the Purchaser and the Purchaser shall be solely responsible for the taxes payable unto the Municipal Authority and thereby the Purchaser shall get its name mutated at the earliest in the record of Municipal Authority.

AND THAT the Purchaser shall bear the ground rents for the undivided share of the Land allocable to the said property before State of West Bengal through its Land Revenue Department as will be settled by the Land Revenue Department.

AND THAT the purchaser shall take separate Electric connection in its own name in the Schedule – “B” property hereby conveyed directly from any electric supply unit at its own costs and responsibility.

AND THAT the purchaser shall never claim partition of the undivided share of the Land and the same will always remain impartible.

AND THAT the seller shall not be liable for any loss or damage of the Flat hereby conveyed if occurred due to any environmental factor and/or natural reason in future.

AND THAT the Purchaser shall not make any construction either temporary or permanent on and over the Common portions of the Building and the Purchaser shall not obstruct in any way in free using the Common portions by the seller.

AND THAT the Purchaser shall have to carry out all the rules and regulations as may be formed for the beneficial use, enjoyment and maintenance of the Common portions of the Building.

AND THAT the Purchaser shall enjoy water facility through boring and from the water reservoir and overhead tank as arranged by the seller. During the period of inadequacy/irregularity from such water source the Seller will arrange the same through municipal corporation supply, as provisioned under Asansol Muncipal Corporation Rules, and such cost shall be borne equally by the Purchaser and other flat owners. The Purchaser shall enjoy the common facilities or pipes, drainage, sewerage and septic tank. The maintenance charges for septic tank, pipelines for common sewerage and common drains etc. and electricity for Common portions and for pumping water by boring and charges for sweeper and/or night guard will be borne by the Purchaser and other Co-owners by forming a Co-operative Society joining each other as members thereof.

AND THAT the Purchaser shall be provided with lift facility.

AND THAT the Purchaser shall possess the property hereby conveyed either for personal use or through Lessee, Tenant, Licensee or through anybody else whatsoever.

AND THAT the Purchaser shall have absolute right to sell, convey, gift, mortgage or otherwise transfer the "B" Schedule property subject to the terms and conditions as laid down hereunder.

AND THAT the property hereby conveyed is specifically shown in a scaled sketch map annexed with this indenture delineated by Red Border Line. The said Sketch Map forms part of this indenture.



**THE SCHEDULE "A"**

**(DESCRIPTION OF THE ENTIRE PROPERTY)**

**ALL THAT** piece and parcel of land measuring about **0.9185 acre (3718 sq. meter)**, along with the Complex named **"MARVELLOUS GRAND"** having **G + 4 Building** lying and situated In the **District of Paschim Bardhaman, P.S. & A.D.S.R. Office Raniganj, J L No.- 18** within **Mouza Amrasota**, under **Ward No. 34** of **Asansol Municipal Corporation** which appertains to **R. S. Plot Nos.- 1265 (One Thousand Two Hundred Sixty Five), 1290 (One Thousand Two Hundred Ninety), 1291 (One Thousand Two Hundred Ninety One), 1292 (One Thousand Two Hundred Ninety Two) & 1294 (One Thousand Two Hundred Ninety Four)** all corresponding to **L.R. Plot No. 3025**. all under **Khatian Nos. 1991**.

ON THE NORTH BY: - Plot of another Party

ON THE SOUTH BY: - Mihir Bag Gymnasium

ON THE EAST BY: - Gurukul Vidyapith School

ON THE WEST BY: - Common Road

**THE SCHEDULE "B" ABOVE REFERRED TO –**

[Description of the Flat/Unit]

In the **District of Paschim Bardhaman, P.S. & A.D.S.R. Office Raniganj, J L No.- 18** within **Mouza Amrasota**, under **Asansol Municipal Corporation** bearing **Holding No. - .....** **Ward No. 34** a **Self Contained Flat** being No. .... consisting of ..... Bed Rooms ..... Dining-cum-Drawing Room, ..... Kitchen, ..... Toilets and ..... Balcony, having **carpet area measuring .....** **sq. ft.** (total super built-up area of the flat ..... sq. ft. including area of exclusive balcony) without roof right situated on the ..... **Floor** in **Block - .....** **Lobby .....** of the newly constructed building named as **"MARVELLOUS GRAND"** together with covered/uncovered ..... Four/Two Wheeler Parking Space facility on the ground floor which is mentioned in **'Schedule A'** above **TOGETHER WITH** all rights of easement, privilege, liberties, appended there-to in **'Schedule C' below.** The said Flat shown in the Scaled Sketch Map annexed with this indenture delineated by **Red Boarder Line** which do form a part of the indenture.

**- THE SCHEDULE "C" ABOVE REFERRED TO -**

**[The Common portions]**

1. Entrance and exit internal roads and footpath.
2. Common toilet for durwans / caretaker room on the ground floor.
3. Boundary walls and main gates.
4. Drainage, sewerage lines and other installations for the same for common use purpose only
5. Stairs and landings, Common Passage and lobby on the ground floor other than Four/Two wheeler parking area etc.
6. Lift/elevator installed for common use
6. Tube well and water supply system, water pumps, water pump rooms, overhead tank, septic tank together with all common plumbing installation for carriage of water
7. Lighting fixtures and fittings in common area from common use.
8. One Swimming Pool
9. One Community Hall
10. One Gymnasium
11. One Game Room
9. Fire safety systems as stipulated by the competent authority

10. Any other amenity/ies as may be developed by the Seller for the benefit and common use of all the flat owners' within the MARVELLOUS GRAND project.

**MEMO OF CONSIDERATION**

RECEIVED of and from the Purchaser Shri/Smt./M/s..... the sum of Rs.....(**Rupees.....**) herein above towards the full consideration of the property described above exclusively against the carpet area of ..... sq. ft. only.

D.D/Pay Order/Cheque No.	Date	Bank	Amount
.....	.....	.....	Rs.....
<b>Total :</b>			<b>Rs.....</b>

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals after understanding the contents of this Deed of conveyance on the day, month and year first above written.

*This deed has been printed in ... Pages and the print of photo and ten fingers of the Seller and Purchaser are taken in a separate sheet which form part of these presents.*

**Witness:-**

\_\_\_\_\_  
**(RAHUL AGARWAL, Director)**

**1.**

**Signature of the Vendor / developer(s )**

**Witness:-**

\_\_\_\_\_  
**(SHRI/SMT./M/S.....)**

**2.**

**Signature of the Purchaser (S)**

**Drafted & Prepared by me:**

.....

(Advocate .....)

(Asansol Court)