

PROJECT NAME- GITANJALI

SALE DEED

THIS SALE DEED IS MADE ON ____DAY OF _____, 2020

BETWEEN

(1) SRI. RABINDRA NATH ROY [PAN- _____] Son of Late Agar Nath Roy , by faith-Hindu, by occupation-Business, resident of Roil Weld India, Narendra Nath Bose Road, Durgapur-713211,P.S.-Coke Oven, District-Burdwan, West Bengal represented by his lawfully Constituted **Attorney SRI. BHAGWANDAS GUPTA [PAN- AHVPG2743A]** Son of Dwarika Prasad Gupta resident of Kadamtala(Near Zonal Center), P.S. Coke Oven, PIN -713211, District -Burdwan (W.B.) [vide deed No-1992 for the year 2013 of A.D.S.R.Durgapur] **(2) JAI MATADI REAL ESTATE DEVELOPMENT PRIVATE LIMITED [PAN-AACCJ4203B]** Being a company incorporated according to Company's Act 1956 having its registered office at Kadamtala(Near Zonal Center), P.S. Coke Oven, PIN -713211, District - Burdwan represented by its **Director Sri Bhagwandas Gupta Son of Dwarika Prasad Gupta resident of Kadamtala(Near Zonal Center), P.S. Coke Oven, PIN -713211, District -Burdwan (W.B.)** hereinafter jointly referred to as the **LAND OWNER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and/or assigns) of the **FIRST PART**.

AND

JAI MATADI REAL ESTATE DEVELOPMENT PRIVATE LIMITED [PAN-AACCJ4203B] Being a company incorporated according to Company's Act 1956 having its registered office at Kadamtala(Near Zonal Center), P.S. Coke Oven, PIN -713211, District - Burdwan represented by its **Director SRI. BHAGWANDAS GUPTA [PAN- AHVPG2743A]** Son of Dwarika Prasad Gupta resident of Kadamtala(Near Zonal Center), P.S. Coke Oven, PIN -713211, District -Burdwan (W.B.) Hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators and/or assigns) of the **SECOND PART**.

AND

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

WHEREAS: Land owner No-1 purchased 19.5 decimal under Mouza- Sopinathpur, J.LNo-85, R.S. Plot no-1403, L.R. Plot No.- 6608 , KhatianNo.318, L.R.KhatianNo.- 3404 under the jurisdiction of Durgapur Municipal Corporation Dist-Burdwan vide deed No- 2334 for the year 1986,of A.D.S.R. Durgapur & deed No-3097 for the year 1998,of A.D.S.R. Durgapur and recorded his name in L.R.R.O.R. And Land Owner No-2 purchased 16 Katha of land vide deed No- 3774 & 3775 for the year 2013 of A.D.S.R.Durgapur and recorded their name in L.R.R.O.R.. Land Owner No-1 and Developer entered into development agreement vide deed No- 1705 for the year 2013 of A.D.S.R.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 Durgapur Municipality for the construction of **B+G+5** building vide sanction **Plan No. CB/316/14 of 2016-2018 dated 20.12.2016**

AND WHERE AS Developer and Owner entered into a Development vide no-I- 1705 for the year 2013 of A.D.S.R. Durgapur to construct and sale the building as per approved plan of Durgapur Municipality and sold the same to prospective buyers.

AND WHERE AS the purchaser being interested to purchase a flat in the "**GITANJALI**" 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 **Super Built up Area Sq. Ft. Carpet Area- Sq. Feet with parking** at "**GITANJALI**" Apartment, 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 or parcel of Bastu Land measuring an area of **45.9(Forty Five Point Nine) Decimal** under **Mouza- Gopinathpur**, J.L.No-85, R.S.Plot no-1403, 1403/2499 , L.R. Plot No- 3049,3051,6605,6606,6608 KhatianNo.-318,1434, L.R.Khatian No-3404, 6602 Holding No- N/16 & 124/N, WardNo-29, under the jurisdiction of Durgapur Municipal Corporation Dist-Burdwan., Butted and Bounded

North:-D.C.M Complex

South:-Land of Arup Chatterjee

East:- Plot No-1403(P)

West:- J.P.Avenue

SECOND SCHEDULE

PART-I

(Said Flat)

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

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 **"GITANJALI" Apartment.**
2. Drains & Swears of **"GITANJALI" Apartment** (Save inside the Block).
3. Boundary Walls and Main Gates of **"GITANJALI" Apartment.**

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 **"GITANJALI" Apartment.**

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 will be 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:

Sri. Bhagwandas Gupta as
a constituted attorney of
Sri. Rabindra Nath Roy

SIGNED AND DELIVERED
By the OWNER (S)

SIGNED AND DELIVERED
By the Developer (S)

SIGNED AND DELIVERED
By the PURCHASER (S)

Drafted by me and Typed at my office &
I read over & Explained in Mother Languages to all
Parties to this deed and all of them admit that the
Same has been correctly written as per their instruction.