

GRN No.19-202021-00

DEED OF SALE OF Rs. /-

ASSESSED MARKET VALUE Rs. /-

Query No. / 2020

THIS DEED OF SALE made this the ..... day of  
..... in the year 2020 by :-

Contd.....P/2.

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**“MISRA ASSOCIATES DEVELOPMENT CONSULTANT PVT. LTD.”** a Company incorporated under the Companies Act, 1956, PAN No.AADCM6408N, having its office at 186/1, G.T.Road (East), Ushagram, Asansol, P.O. Asansol – 713303, P.S. Asansol (South), District Paschim Bardhaman, represented by its Managing Director **SRI HARI NARAYAN MISRA**, Son of Late Gouri Shankar Misra, by faith Hindu, by occupation Business, PAN No.AEZPM1426P, by citizenship Indian, resident of 186/1, G.T.Road (East), Ushagram, Asansol, P.O. Asansol – 713303, P.S. Asansol (South), Sub-Division and Additional District Sub Registry Office Asansol, District Paschim Bardhaman, hereinafter called the ‘VENDOR’ (which expression shall unless repugnant to the context include its heirs, successors, representatives and assigns) of the ONE PART.

A N D

IN FAVOUR OF :-

1. ...., PAN No....., Son of  
.....,

2. ...., PAN No....., Wife of  
.....,

both are by faith ....., by occupation ....., citizenship Indian,  
resident of .....

.....  
.....,

hereinafter called the ‘PURCHASERS’ (which expression shall unless repugnant to the context include their heirs, successors, legal representatives and assigns) of the OTHER PART.

Contd.....P/3.

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WHEREAS previously one Balaram Hazra, Son of Kuloda Prasad Hazra and others was lawful owner in possession of the land on R.S.Plot No.2028, under R.S. Khatian No.22, within Mouza Santa, P.S. Hirapur, District Burdwan (W.B.) and his name has been duly and correctly recorded in the finally published R.S.Record of Right of the said Mouza.

AND WHEREAS thereafter being lawful owner and possessor said Sri Balaram Hazra gifted and transferred the land measuring an area of 30 (Thirty) Decimal on the above noted plot of land to his sons namely (1) Sri Paresh Chandra Hazra, (2) Suresh Chandra Hazra, by virtue of a Regd. Deed of Gift being Deed No.165 for the year 1986, of A.D.S.R. Office, Asansol, and thereafter (1) Sri Paresh Chandra Hazra, (2) Suresh Chandra Hazra, paid Ground Rent and mutated their names in the finally published L.R. Record of Rights of Govt. of West Bengal being L.R. Khatian Nos.1420 & 3245.

AND WHEREAS while owning and possessing the above mentioned land the owners namely (1) Sri Paresh Chandra Hazra, (2) Suresh Chandra Hazra, both Sons of Late Balaram Hazra, sold and transferred land measuring 14.51 (Fourteen point Five One) Cottahs equivalent to 23.94 (Twenty Three point Nine Four) Decimal in the above noted plot, more fully mentioned and described in Schedule 'A' below to the

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Vendor MISRA ASSOCIATES DEVELOPMENT CONSULTANT PVT. LTD. by a registered Deed of Sale being No.4963 for the year 2018 of Additional District Sub-Registry Office, Asansol, for valuable consideration.

AND WHEREAS by virtue of such purchase the Vendor MISRA ASSOCIATES DEVELOPMENT CONSULTANT PVT. LTD. has become the absolute owner of the total land measuring 14.51 (Fourteen point Five One) Cottahs equivalent to 23.94 (Twenty Three point Nine Four) Decimal in the above noted plot and the vendor while owning and possessing the said land has paid Ground Rent and mutated its name in the finally published L.R. Record of Rights of Govt. of West Bengal being L.R. Khatian No.6311.

AND WHEREAS the land mentioned in the Schedule 'A' hereunder is free from all encumbrances and lispendents and is in peaceful possession of the Vendor.

AND WHEREAS in order to develop the 'A' Schedule mentioned land by constructing a multistoried (G+4) pucca building / apartment, comprising several self contained residential flats, garages, parking space, two wheeler parking space etc., the Vendor sanctioned a Building / Site Plan from the Authority of Asansol Municipal Corporation vide their Memo No.561/BP/AMC/HO/19 dated 21.02.2019, for the purpose of selling them to the intending purchaser/s.

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AND WHEREAS the Vendor has constructed the multistoried (G+4) building on the 'A' Schedule land with the help of good quality of building materials, comprising several self contained residential flats, garages, parking space, two wheeler parking space etc., in the name & style of 'SANJUKTA APARTMENT' which is morefully mentioned in the 'A' schedule below.

AND WHEREAS the land mentioned in the Schedule 'A' hereunder is free from all encumbrances and lispendents and is in peaceful possession of the vendor.

AND WHEREAS the Purchasers have made a proposal unto the Vendor for purchasing one self contained residential Flat being Flat No....., situated on the ..... Floor of the said multistoried Building / Apartment 'SANJUKTA APARTMENT', containing super built up area of ..... and Four Wheeler Garage being No....., measuring an area of ..... Sft., in the Ground Floor with undivided proportionate share or interest in the 'A' schedule land, which are more fully mentioned in schedule 'B' below along with common rights of the user over the common portion as mentioned in the schedule 'C' below, at the consideration price of Rs...../- (Rupees ..... ) only.

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AND WHEREAS the Vendor considering the said price as fair, proper, reasonable and highest according the market value has agreed to sell convey and transfer the 'B' schedule property along with 'C' schedule common rights in favour of the Purchasers at the total price of Rs...../- (Rupees ..... ) only.

**NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :-**

That in pursuance of the said agreement between the vendor and the purchasers and in consideration of the said sum of Rs...../- (Rupees ..... ) only paid by the purchasers to the vendor as per the Memo of Consideration below (the receipt whereof the vendor doth hereby admits and acknowledges) as total price of the said 'B' schedule property, the vendor doth hereby grant, convey, sell and transfer unto and to the use of the said Purchasers all that 'B' Schedule property together with the said common rights and facilities as mentioned in Schedule 'C' below including all easement rights attached thereto free from any or all encumbrances together with the obligations to be performed by the Purchasers have the right in respect of common facilities attached in the Apartment and TO HAVE AND TO HOLD the said property hereby sold, granted, conveyed and

Contd.....P/7.

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transferred unto and to the use of the said purchasers absolutely and forever having all transferable rights therein such as sale, gift, lease, mortgage, exchange etc. AND THAT the vendor doth hereby of itself, its heirs, successors, executors and assigns declare and covenant with the said purchasers that the vendor has good title, full power and absolute right to sell and transfer the said property and further declare that vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the 'B' schedule mentioned property and that the vendor has not in any way encumbered the 'B' schedule mentioned property intend to be conveyed by this Deed of Sale AND THAT the said purchasers including all their legal heirs, successors, executors and assigns shall and may at all times peacefully and quietly hold, possess, use and enjoy the said 'B' schedule property hereby sold as lawful and rightful owner thereof without any interruptions, obstructions, claims and/or demands whatsoever from or by the vendor or any person / persons lawfully / equitably claiming under or in trust for vendor AND THAT the said vendor shall and will for all times to come at the cost and request of the said purchasers and / or their heirs 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 purchasers to the said property or part thereof.

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Be it further stated that the Purchasers, their heirs, successors, administrators or assigns shall enjoy the property more fully mentioned in the 'B' Schedule below from generation to generation with all the rights, title, interest of the vendor according to their choice, preference, necessity including all sorts of transferring right of sale, lease, Mortgage, gift, exchange etc.

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

That the purchasers shall not have any right to undertake any addition or alteration, which may cause damage in any way or affect the main structure or constructions of the 'A' schedule building.

Contd.....P/9.



That the purchasers will have to pay proportionate Corporation Tax and rents which may be assessed for the 'A' Schedule building / holding to the appropriate authorities and will have to bear their share of expenses required for maintenance of the common portion and areas including lift, common passage, staircases, drains, common water supply system, pump, under ground water tank, roof etc.

It is further covenanted by and between the parties hereof that the purchasers shall always abide by the decision of the Committee / Flat Owners' Association to be framed amongst the purchasers 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, management and protection 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 said building.

That every internal walls separating the Flat from an adjoining Flat shall be the common wall and can not be removed or destroyed without the written consent of the said committee or Flat Owners' Association of the Building on 'A' Schedule land.

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AND THAT it is further declared by the vendor that the purchasers by virtue of this Deed of Sale will be competent and entitled to get their names mutated in the records of S.D.L. & L.R.O. Extn. Part-I, Asansol of the State of West Bengal as also in the records and registers of Asansol Municipal Corporation or any other Authority and the vendor undertakes to render all such help and assistance as will be found essential in this regard.

It is hereby specifically declared that the provisions of West Bengal Apartment Ownership Act and the rules framed and/or the bye laws framed there under and the West Bengal Apartment (Regulation of Construction and Transfer) Act, 1972 and the rules framed there under shall apply to the said flat.

It is specifically mentioned that the purchaser will be liable to pay works contract tax and service tax imposed and / or to be imposed in future in respect of the flat mentioned in the Schedule 'B' below.

Be it mentioned herein that the purchasers prior to purchase have made proper inspection and inquiry of the said flat and being fully satisfied with the constructional work of the said building and has already taken possession of the said flat hereby sold.

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SCHEDULE 'A' ABOVE REFERRED TO :-

In the District of Paschim Bardhaman, Police Station Hirapur, Chowki & A.D.S.R. Office Asansol, within Mouza Santa, J.L.No.20, under the limits of Asansol Municipal Corporation, all that 'Bastu' class of land measuring an area of 14.51 (Fourteen point Five One) Cottahs equivalent to 23.94 (Twenty Three point Nine Four) Decimal, situated on R.S.Plot No.2028, under R.S.Khatian No.22, corresponding to L.R. Plot No.1648, under L.R. Khatian No.6311, whereupon one multi storied (G+4) building under construction named and styled as **"SANJUKTA APARTMENT"** at Hindustan Park, Asansol – 713304.

The property is butted and bounded by :-

On the North	:	C.M.P.D.I. Quarters.
On the South	:	Passage.
On the East	:	Vacant Land of Ajit Hazra.
On the West	:	23' ft. wide Road.

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SCHEDULE 'B' ABOVE REFERRED TO :-

In the above District, P.S., Mouza etc., all that one self contained Tiles Floor residential Flat being Flat No....., situated in the ..... Floor of the said **“SANJUKTA APARTMENT”** measuring super built up area ..... (.....) Sft., consisting of .... (.....) Bedrooms, 1 (One) Dining-cum-Drawing Room, 1 (One) Kitchen, 2 (Two) Toilets, ... (.....) Balcony, along with all fittings, fixtures, easement rights attached thereto, and one Four Wheeler Parking (Garage) being Garage No....., in the Ground Floor of the building having an area of ..... (.....) Sft. along with undivided proportionate share of land constituting a part of the 'A' schedule land.

The sold Flat is more specifically delineated in the sketch plan hereto annexed and thereon show bordered RED which will form a part of this Deed.

Proposed use : Residential

SCHEDULE 'C' ABOVE REFERRED TO :-

(Common Portions)

1. Stair cases upto the top floor and lift.
2. Stair case landings upto the top floor.
3. Common passage, entrance.
4. Water pump, underground water pipes, underground water Reservoir Tank, Septic Tank and other plumbings.
5. Electrical wiring, lines, pump & stair case lights, meters and fittings.
6. Drainage and sewers.
7. One Care Taker's Room & one toilet in the Ground Floor.
8. Boundary walls and gate.
9. Roof of the top floor of the said multi storied building.

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

MEMO OF CONSIDERATION

1. Paid by

Total - Rs.\_\_\_\_\_-/-

Rupees ..... only paid by the Purchasers to the  
Vendor.

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IN WITNESS WHEREOF the parties named above set and subscribe its hand  
on the day, month and year first above written.

WITNESSES :

1.

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Signature of the Vendor

2.

Drafted and prepared by me as per  
instruction of both the parties and  
Printed in my office and read over  
& explained by me to the executant.

A sheet containing the self attested photo &  
fingerprint of the parties concerned attached  
with this Deed.

(Suvendu Sarkar)  
Advocate  
Asansol Court.  
Enrolment No.F1035/1370 of 2003.