

DEED OF SALE

THIS **INDENTURE OF SALE** is made on this _____ day of _____, YEAR

BETWEEN

ANAND REAL DEV PVT LTD, a Company registered under Companies Act, having its registered office at 1075, 'SHANTI NIWAS' G.T. Road (West), Asansol, P.S. Asansol (South), Dist. Burdwan, and represented by one of its Directors SRI ANAND AGARWAL, Son of Sri Hari Narayan Agarwala, by faith Hindu, by occupation Business, Citizenship Indian, resident of Narsingh Bandh, Near Rajasthan Club, Burnpur, P.S. Hirapur, Dist. Burdwan, West Bengal hereinafter referred to as the "**VENDOR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART**;

AND

1. Mr./ Mrs. _____, having PAN No. _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, aged about _____ (____) One years, by Occupation service, residing at _____
2. _____, having PAN _____, _____, having Aadhaar _____, having mobile number _____, son/daughter/wife of _____, aged _____

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about _____ years, by Occupation _____, residing at _____, P.O. _____, P.S. _____, Pin _____ hereinafter (jointly/collectively) referred to as the PURCHASER(S) (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**:

OR

[If the Purchaser is a company]

_____ having PAN _____, having CIN _____, a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013 having its registered office at _____, P.O. _____, P.S. _____, PIN _____, represented by its Director/Authorized Signatory _____, having PAN _____, having Aadhaar _____, having mobile number _____ son/daughter/wife of _____, residing at _____, P.O. _____, P.S. _____, PIN _____ duly authorized vide board resolution dated _____ hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **SECOND PART**.

OR

[If the Purchaser is a Partnership]:

_____, having PAN _____, a partnership firm registered under the Indian Partnership Act, 1932 having its principal _____ place of business at _____, P.O. _____, P.S. _____

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-:3:-

_____, PIN _____ represented by its authorized partner _____ having PAN _____ having Aadhaar _____, having mobile number _____, son/ daughter /wife of _____, residing at _____, P.O. _____, P.S. _____, PIN _____, duly authorized vide _____ hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm and such other person(s) who may be taken or admitted for the benefit of the said partnership, their respective heirs, executors and administrators and assigns), of the **SECONDPART**.

OR

[If the Purchaser is a HUF]

_____, having PAN _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____, P.O. _____, P.S. _____, PIN _____, hereinafter referred to as the "PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the **SECOND PART**.

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WHEREAS the vendor is the owner of the 'Bastu' class of land situate within mouza-_____, P.S. _____, Dist. Paschim Bardhaman (previously under Dist. Burdwan) measuring land area _____ (_____) cottahs equivalent to _____ sft. Comprised in and being part of R.S. Plot No._____ and _____ corresponding to L.R. Plot No._____ (_____) and _____ (_____) which it acquired by virtue of two nos. registered deed of sale dated being Deed No._____ for the year _____ and Deed No._____ for the year _____ both of Asansol A.D.S.R. Office on payment of valuable consideration from its previous owners ;

Be it mentioned here that acquisition and devolution of ownership and possession in respect of the said land upon the vendor of the title deed being No. _____ for the year _____ and _____ for the year _____ has been fully mentioned and described in details in the recital of the said sale deeds.

ANDWHEREAS after purchasing the said land the vendor got the said land recorded in its name in the finally published L.R. Record of Rights under L.R. Khatian no. _____ of the said mouza - _____ being L.R. Plot No. _____ and _____ corresponding to R.S Plot No _____ and _____

ANDWHEREAS the vendor with an intention to raise multi-storied buildings (G+ five) storied upon the said land submitted building plan in its name before the Authority of A.M.C and got the same sanctioned and approved being Site Plan under Memo No._____ and building plan under Memo No. _____ both dated _____ from the said Authority;

ANDWHEREAS the vendor raised and constructed the said multi-storied building (G +five) named as known as '_____', in accordance with the above mentioned building plan. Details of the said property are more fully mentioned and described in schedule 'A' below;

The said land is earmarked for the purpose of building of a residential project, comprising (G +five) multistoried apartment buildings and the said project shall be known as '_____' ("Project")

By an Agreement dated _____ executed between the Vendor herein and the Purchaser/ Allottee, the Purchaser herein, the said unit (more fully described in Schedule B hereunder) was allotted to the Purchaser on terms and conditions morefully contained therein.

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-:5:-

The vendor pursuant to and in terms of Agreement dated _____ has completed the construction of the Project called "**GOKULDHAM**" **BLOCK-D** the PURCHASER has requested the VENDOR herein to execute and register a formal Deed of Conveyance in favour of the PURCHASER convening and/or transferring the said unit in furtherance to the said Agreement dated _____ executed between the parties hereto.

The VENDOR being desirous to sell and the PURCHASER being interested to purchase, the parties hereto have now agreed that the said Unit (morefully described in Schedule-B) and the rights and properties appurtenant thereto be sold conveyed and transferred free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments, trusts of whatsoever nature at and for the consideration of a sum of Rs. _____/-(_____)ONLY and on terms and conditions contained hereinafter.

NOW THIS INDENTURE WITNESSETH THE FOLLOWING:

1. In pursuance of the said Agreement for Sale **being no.** _____, dated _____ and in consideration of Rs. _____/-(_____)ONLY of the lawful money of the Union of India paid by the PURCHASER to the VENDOR as will appear from the memo of consideration hereunder written (the receipt of which the VENDOR herein do and each of them doth hereby admit and acknowledge and the VENDOR herein do and each of them doth hereby acquit, release and forever discharge the PURCHASER/s from payment of the same and every part thereof as well as the Said Property hereby intended to be sold, transferred and conveyed the Vendor do hereby indefeasibly grant, sell, transfer and convey assign and assure unto and to the Purchaser **ALL THAT** property morefully mentioned in the schedule 'B' schedule below together with all easement right appurtenant to the said land being the said Schedule

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property hereby conveyed, transferred, expressed or intended so to be the VENDOR herein do and each of them doth hereby grant, transfer, convey, sell, transfer, assign and assure to and unto and in favour of the PURCHASER herein the property morefully mentioned in the schedule 'B' below together with all amenities and facilities attached thereto or to be provided therewith or howsoever otherwise the said schedule property, butted, bounded, called, known, numbered, described or distinguished together with all and singular all erections, walls, structures, fixtures and soil thereof sewers, drains, ways, paths, passages, water sources, lights, rights, benefits of ancient or other rights, liberties, easements, privileges, profits, advantages and appurtenances whatsoever thereto belonging or in any wise appertaining to or with the same or any part thereof now are or is or at any time heretofore were held, used, occupied or enjoyed therewith or reputed to belong or deemed taken or known as part, parcel and number thereof or appurtenant there to and together with the right to use the common areas and facilities in common with the co-purchaser and the other owners and the other lawful occupants of the said property and together with all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit and the Rights And Properties Appurtenant thereto to have and to hold the said unit and the rights and properties appurtenant thereto hereby granted, transferred and conveyed and every part or parts thereof unto and to the use of the purchaser to have and to hold the said property, hereby granted, transferred, sold, conveyed, assigned and assured to and unto and to the use of the purchaser free from all encumbrances and absolutely and forever and subject to the payment of the common expenses and the Municipal and other rates and taxes payable to the Maintenance Society and further subject to the observance and compliance of the covenants for the beneficial use and enjoyment of the said Unit exclusively and the common parts portions and facilities in the manner aforesaid but in common with other users or occupiers at the premises.

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1. **THE VENDOR DO HEREBY COVENANT WITH THE PURCHASER:**

a) THAT notwithstanding any act deed matter or thing whatsoever by the Vendor done or executed or knowingly suffered to the contrary the Vendor are now lawfully rightfully and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to said Unit and the rights and properties appurtenant thereto hereby granted sold conveyed, transferred, assigned or intended so to be and every part thereof for a perfect and indefeasible estate or inheritance without any manner or conditions use trust encumbrances or make void the same.

b) AND THAT the said unit in the "GOKULDHAM BLOCK-D" Project and all other rights and benefits hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be and each of them are now free from all encumbrances whatsoever.

c) AND THAT the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said unit and the rights and properties appurtenant thereto or any part thereof through under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser make do and execute or cause to be made done and executed all such further lawful acts deeds or things whatsoever for further better or more perfectly assuring the said unit and the rights and properties appurtenant thereto and every part thereof unto and to the use of the Purchaser in the manner as aforesaid as shall or may be reasonably required.

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-:7:-

d) AND THAT the Purchaser shall and may from time to time and at all times hereafter peacefully and quietly hold possess use and enjoy the unit in the “GOKULDHAM BLOCK-D’ ” Project and other benefits and rights hereby granted sold conveyed transferred assigned and assured or expressed or intended so to be unto and to the Purchaser in the manner aforesaid and every part thereof without any lawful hindrance, eviction, interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person equitably claiming from under or in trust for him the Vendor.

d) AND THAT the Vendor do hereby further covenant with the Purchaser that unless prevented by fire or some other irresistible force shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser shall produce or cause to be produced to the Purchaser or to his attorneys or agents at or before any trial examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the Said Premises and will permit such documents of title to be examined inspected and given in evidence and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other true copies or extracts and abstracts there from as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same unobliterated and uncalled.

d) AND THAT the Vendor shall indemnify and keep the Purchaser fully discharged saved harmless and kept indemnified against all estates, charges, encumbrances, liens, attachments, lispens , uses, debuttars, trusts, claim and demands whatsoever created occasioned or by the Vendor or any person lawfully or equitably or rightfully claiming aforesaid.

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e) AND ALSO THAT the Vendor has not at any time done or executed or knowingly suffered or been partly or privy to any act deed matter or thing whereby the said unit of the Purchaser in the "GOKULDHAM BLOCK-D" Project or any part thereof can or may be impeached encumbered or affected in title.

2. **AND THE PURCHASER HEREBY COVENANTS WITH THE VENDOR:**

a) THAT the Purchaser shall use the Said Unit only for the private dwelling and residence in a decent and respectable manner and for no other purposes what so ever without the consent in writing of the Promoter first had and obtained and shall not do or permit to be done any obnoxious injurious noisy dangerous hazardous illegal or immoral activity at the Said Unit or any activity which may cause nuisance or annoyance to the Co-owners.

b) THAT unless the right of parking is expressly granted, the Purchaser shall not park any motor car, two-wheeler or any other vehicle at any place in the said Land (including at the open spaces at the said Land) nor claim any right to park in any manner whatsoever or howsoever.

c) THAT the Purchaser shall not at any time hereafter and for any reason whatsoever make any claim in other units or other common passages and portions in the said "GOKULDHAM BLOCK-D" Project;

d) AND THAT the said unit being sold transferred and conveyed in the manner aforesaid shall be impartible for any reason whatsoever;

e) AND THAT the Purchaser shall co-operate in the management and maintenance of the said project "GOKULDHAM BLOCK-D' '.

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-:8:-

f) AND THAT the Purchaser shall observe, comply and abide by the rules framed from time to time by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said project.

g) AND THAT the Purchaser shall pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.

h) AND THAT the Purchaser shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchaser shall be liable to pay interest @2% per month on the due amounts and if such default shall continue for a period of three months then and in that event the Purchaser shall not be entitled to avail of any of the facilities, amenities and utilities provided in the said project and the Promoter/Association as the case may be, shall be entitled to take the following measures and the Purchaser hereby consents to the same:

i) To disconnect the water supply to the "Said Unit".

ii) Not to allow the usage of lifts, either by Purchaser, his/her/their family members, domestic help and visitors.

iii) To discontinue the usage of all amenities and facilities provided in the said project "GOKULDHAM BLOCK-D" to the Purchaser and his/her/their family members /guests.

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The above said discontinuation of some services and facilities shall not be restored until such time the Purchaser have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter/Association to realize the due amount from the Purchaser.

- i) AND THAT the Purchaser shall use the said flat/unit for residential purpose only.
- j) AND THAT the Purchaser shall use all paths, passages, and staircases for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
- k) AND THAT the Purchaser shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common area save at the provisions made thereof.
- l) AND THAT the Purchaser shall not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the New Building and/or the adjoining building/s.
- m) AND THAT the Purchaser shall not place or cause to be placed any article or object in the common area.
- n) AND THAT the Purchaser shall not injure, harm or damage the Common Area or any other Units in the New Building by making any alterations or withdrawing any support or otherwise.
- o) AND THAT the Purchaser shall not park any vehicle 2/4- wheeler, in the said project, unless the facility to park the same is obtained and/or acquired by Purchaser.

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-:10:-

p) AND THAT the Purchaser shall not make any addition, alteration in the structure of the building, internally within the flat or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the building / elevation, duly approved and finalized by the architect of the project.

q) AND THAT the Purchaser shall not slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said Project.

r) AND THAT the Purchaser shall not keep in the said Flat any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat and/or any other Flat in the said project.

s) AND THAT the Purchaser shall not close or permit the closing of verandas or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandas, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Unit' which in the opinion of the Promoter / Society / Association differs from the colour scheme of the building or deviation or which in the opinion of the Promoter / Society / Association may affect the elevation in respect of the exterior walls of the said building.

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-:11:-

t) AND THAT the Purchaser shall not use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place(if allotted), anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

u) AND THAT the Purchaser shall not use the car parking space (if allotted) or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.

v) AND THAT the Purchaser shall not let out or part with possession of the Car /Two-wheeler(s) Parking Space excepting as a whole with the said Flat to anyone else or excepting to a person who owns a Flat in the building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be used only for the parking of cars.

w) AND THAT the Purchaser shall not encumber the said flat / unit in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of deed of sale for the said flat/unit in favour of the Purchaser.

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x) AND THAT the Purchaser shall use the Community Hall for small functions of their families or for the meeting of flat owners or for the use of any function / meeting by all the flat owners of the project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for warming of the pre-cooked food or final dressing of the food etc. and for the safety purpose, in no circumstances, the full-fledged cooking shall be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that require lighting up of a fire/spraying of color/sacrifice of animals. Not to use or permit the use of any loud speakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project 'GOKULDHAM BLOCK-D' for sprinkling or spraying of colour and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Promoter/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

y) AND THAT the Purchaser shall strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Promoter and/or the Association with regard to the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, Swimming Pool and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen and electricity charges, as may be fixed or determined by the Promoter/ Association from time to time.

Contd...P/13

z) AND THAT the Purchaser shall ensure that all interior work of furniture, fixtures and furbishing of the said flat, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Purchasers.

3. In the event of the Confirming Party obtaining sanction for further additional construction into or upon the said property they shall be entitled to do so, and the Purchaser agrees not to raise any objection whatsoever or howsoever. However, in case of any addition or alteration in the sanction plan and the Purchasers Unit are touched upon, then Purchaser written consent shall be taken.

4. It is further covenant between the Vendors and the Purchaser that the peaceful possession of the said property has been delivered by the Vendors and received by the Purchaser.

SCHEDULE 'A' ABOVE REFERRED TO:-

In the District of Paschim Bardhaman (previously under Burdwan) , P.S. Hirapur, Chowki and A.D.S.R. Office Asansol, within Mouza _____, J.L. No. _____ under the limits of Asansol Municipal Corporation, Ward No. _____ (old) _____ (New) all those Bastu class of land measuring an area of _____ (Two six) Satak Comprised in and being part of R.S. Plot No. _____ (_____) under R.S. Khatian No. _____ corresponding to L.R. Plot No. _____ (_____) (Part) and measuring 20 (twenty) satak comprised in and being Part of R.S. Plot No. _____ (_____) under R.S. Khatian No. _____ corresponding to L.R. Plot No. _____ (_____) (Part) under L.R. Khatian No. _____ having total land area _____ (_____) satak including one proposed multi-storied (G+five) building named & known as 'GOKULDHAM, BLOCK-D' in One Block which will consists several self-contained residential flats/parking space, garage, shop rooms etc. the property is butted and bounded by :-

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SCHEDULE 'B' ABOVE REFERRED TO:

Within the same District, Mouza , P.S. etc. all that one self-contained ____ (____) BHK residential flat being Flat No. _____ on the ____ floor of the 'A' schedule Apartment in _____ measuring carpet Area without balcony ____ sft (____) sft. For built up Area ____ sft. (____) sft and super built up area ____ (____) sft. Along with one two wheeler parking space measuring an area of ____ (____) sft. And one four wheeler parking space measuring an area of ____ (____) sft. both on the Ground floor with undivided proportionate share in the 'A' schedule land covered by the 'A' schedule multi storied building hereby sold.

SCHEDULE 'C' ABOVE REFERRED TO:-

(COMMON FACILITIES)

1. Common areas and installation in respect whereof only the right of user in common shall be granted to the Purchaser.
2. Main entrances/Main gate for ingress and egress to the premises, lobbies, common passages and stair case of the buildings and common paths in the premises and boundary walls.
3. Common drains, sewers and pipes.
4. Common underground water reservoirs, overhead water tanks, water pipes appurtenant to the buildings.
5. Wires and accessories for lighting of common areas of the buildings.
6. Pump room, motor room, Lift Room,
7. Top roof & terrace
8. Lift from the ground floor.

Contd...P/15

-:15:-

MEMO OF CONSIDERATION

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchaser the within mentioned
sum of Rs. _____/-(Rupees _____)
Only, being the full consideration as per Memo.

- 1] _____
- 2] _____
- 3] _____
- 4] _____
- 5] _____
- 6] _____

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-:16:-

Total: Rs. _____/=

(Rupees _____only)

Witness:

1) _____

**SIGNATURE
OF THE OWNER/VENDOR**

2) _____

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED SEALEDAND DELIVERED

by the VENDOR at _____ in the presence of:

1) _____

(VENDOR)

SIGNED SEALEDAND DELIVERED

by the VENDOR at _____ in the presence of:

1) _____

(PURCHASER)

SIGNED SEALEDAND DELIVERED

by the VENDOR at _____ in the presence of:

1) _____

