

DEED OF SALE

THIS DEED OF SALE made in this the day of January, 2019 (Two Thousand and Nineteen)

BETWEEN

SN CONSULTANTS PRIVATE LIMITED, (PAN - AAKCS7799F), a Private Limited Company, having its registered office at Room No. – O4, Ground Floor, 30, Mohan Bagan Lane, P.O. Shyambazar, P.S. Shyampukur, Kolkata – 700 004, represented by one of its Director **SRI SUBRATA NAYOK, (PAN - ABSPN7785L)**, son of Late Bibhuti Bhushan Nayok, by faith Hindu, by Nationality Indian, by occupation Business, residing at “PRERNA” Flat No. 6C, 9A, Jatindra Mohan Avenue, P.S Burtalla, P.O. Beadon Street, Kolkata – 700 006, hereinafter referred to as the **VENDOR/OWNER** (which such expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, legal representatives, executors, administrators and assigns) of the **ONE PART**.

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AND

Customer Name (PAN -), son of, by faith - Hindu, by Nationality Indian, by occupation -, residing at....., West Bengal, hereinafter referred and called the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and includes his heirs, legal representatives, executors, and assigns) of the **OTHER PART**.

DEFINITIONS**IN THIS AGREEMENT UNLESS IT IS CONTRARY OR REPUGNANT TO THE CONTEXT:-**

- I. **Purchaser** shall mean and include his heirs, executors, administrators, legal representatives, successors and/or successors-in-interest or permitted assigns.
- II. **Owner** and/or Vendor shall mean and include unless otherwise repugnant to the subject or context his heirs, executors, legal representatives and their successors-in-interest and assigns as the case may be.
- III. **Building** shall mean and include G+4 storied building which the Vendor has constructed on the demarcated part of the said land namely- "**SN SWARNA SAGAR**".
- IV. **Unit** shall mean the flat and/or constructed area in the building intended and/or capable of being exclusively occupied by the Purchaser as described in the Second Schedule.
- V. **The Plan** shall mean the plans, elevations, designs and specifications of the constructions as prepared by the Architects employed by the Vendor and will include variations therein as and when made.
- VI. **Land** shall mean the whole of the land more fully set out and described in the First Schedule hereunder written.
- VII. **Common Purposes** shall mean and include the purpose of maintaining and managing the land and building and in particular the common parts, meetings of the common expenses matters to mutual rights and obligations of the Purchasers' interest relating to the land and building and the common use and enjoyment thereof, as described in the schedule annexed hereto.

VIII. **Common parts and common area** shall mean and the parts and equipments provided and/or reserved in the land or buildings for common use and enjoyment, as described in Schedule annexed hereto.

IX. **Common Expenses** shall mean the expenses for common, purposes including those mentioned in Schedule annexed hereto.

X. **Service Charges** shall mean the service and maintenance charges of the common parts as may be incurred by the Vendor including providing the services, making such provisions or incurring expenses in respect of future provisions of the services and the expenses on account of repairs and replacement as the Society/ Owners Association in its absolute discretion consider fit and proper and the proportionate amount agreed to be paid on account of the said service and maintenance charges shall be determined by the Society/Association on the estimation of the total expenditure and upon formation of the Society/Association for maintenance, the said maintenance charges shall be paid to the Society/Association, who shall manage and maintain the building. Wherever, the expenses of costs as are mentioned to be borne or paid proportionately by the Purchaser then the amount payable by the purchaser shall be in proportionate to the area of the respective Purchaser's respective spaces which also include the proportionate area of the total common areas for the time being in the building, the same to be decided by the Association upon its formation.

RECITALS

WHEREAS by two Deeds of Conveyance, both dated 04-04-1997 one Narayan Chandra Chandra & another being owners/vendors jointly sold 62 (Sixty Two) Decimals land, situated at and /or comprised in R.S. & L.R. Dag No. 232, under R.S. Khatian Nos. 70 & 188, within Mouza - Gobindabasan, J.L. No- 89, Police Station - Digha Mohana Coastal, District - Purba Midnapore, more fully described in the First Schedule written hereunder to one Multiple Resorts Pvt. Ltd.. i.e. by Deed of Conveyance, dated 04-04-1997, registered in the office of Additional District Sub-Registrar, Ramnagar vide Book No. 1, Volume No. 33 , Pages 196 to 206 , Being No, 1875, for the 1997 sold 31 Decimals land and by another Deed of Conveyance, dated 04-04-1997, registered in the office of Additional District Sub-Registrar, Ramnagar vide Book No. 1, Volume No. 33, Pages 104 to 113, Being No, 1858, for the 1997 sold 31 Decimals land;

AND WHEREAS said Multiple Resorts Pvt. Ltd while thus seized and possessed of the said 62 (Sixty Two) Decimals land as sole and absolute owner thereof by mutating its name in the Settlement of Record of Rights by a registered Deed of Sale, dated 24-07-2015, registered in the office of Additional District Sub-Registrar, Ramnagar vide Book No. 1, CD Volume No. 1104-2015 , Pages 30756 to 30775, Being No, 110404408, for the 2015 sold 22 (Twenty Two) Decimals land to one Subhas Chandra Jana.

AND WHEREAS said Multiple Resorts Pvt. Ltd on the same date by a registered Deed of Sale, dated 24-07-2015, registered in the office of Additional District Sub-Registrar, Ramnagar vide Book No. 1, CD Volume No. 1104-2015, Pages 30714 to 30735, Being No, 110404406, for the 2015 also sold 40 (Forty Two) Decimals land to SN CONSULTANTS PRIVATE LIMITED, the Vendor herein.

AND WHEREAS said Subhas Chandra Jana also while thus seized and possessed of his said 22 (Twenty Two) Decimals land as sole and absolute owner thereof by a registered Deed of Sale, dated 12-08-2015 sold the same to SN CONSULTANTS PRIVATE LIMITED, the Vendor herein. Said Deed of Sale was registered in the office of Additional District Sub-Registrar, Ramnagar vide Book No. 1, CD Volume No. 1104-2015, Pages 35875 to 35896, Being No, 110404710, for the 2015 and thus the Vendor herein became sole and absolute owner of the said 62 (Sixty Two) Decimals land, more fully described in the First Schedule written hereunder and accordingly mutated its name in the L.R. Record of Rights under Khatian No. 518.

AND WHEREAS the owner/Vendor herein his now constructed a residential building complex containing several buildings/Blocks, namely, "**SN SWARNA SAGAR**", containing several flats and garages, on the said property, more fully described in the First Schedule written hereunder as per sanctioned Building Plan, sanctioned by the office of the Ramnagar –I Panchayet Samiti, vide memo no - 913/ Plan / Ram –I/P.S., dated 02/12/2016.

AND WHEREAS the Purchaser herein being interested to purchase one residential flat, being **Flat No.**, measuring about **Sq. ft.** including super built-up area on the **Floor** of said (G+4) storied building, more fully described in the Second Schedule written hereunder, for a total consideration of **Rs. 00000000/-** (.....) only i.e. **at the rate of Rs. 0000/- per sq. feet** approached

the Vendor and the Vendor also agreed to sell the said flat to the Purchaser at the said price considering the same as highest market price.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of **Rs. 00000/-** (.....) paid by the Purchaser to the Vendor at or before execution of these present by cash, cheques and other means in different dates, the receipt whereof the Vendor do hereby admit and acknowledge the same and forever sale, convey and transfer and assign unto and to the use of the Purchaser the said self contained residential flat, being **Flat No.**, measuring about**Sq. ft.**, containing **one Bed Room, One Living cum Dining Room with a Pantry Space, one toilet and one Balcony**, situated at **Floor** of said (G+4) storied building, known as "**SN SWARNA SAGAR – BLOCK - 6**", constructed on the said property, comprised in comprised in R.S. & L.R. Dag No. 232, under R.S. Khatian Nos. 70 & 188, within Mouza - Gobindabasan, J.L. No- 89, Police Station - Digha Mohana Coastal, District - Purba Midnapore, more fully described in the **SECOND SCHEDULE** written hereunder and delineated by "**RED**" colour border on the map or plan annexed hereto, **TOGETHER WITH** water, sanitary and electrical fittings and fixtures and half the depth in all common walls of the said flat between its ceiling and the floor of the said Flat **AND** the full ownership of all walls, doors, windows, grills and all water, electrical and sanitary fittings and fixtures exclusively belonging and appertaining to the said Flat **AND ALSO TOGETHER WITH** proportionate undivided share of right, title and interest in the land underneath the said Building and the proportionate undivided share or interest of and in the common area and facilities appurtenant to the said Flat as fully described in the **THIRD SCHEDULE** hereunder written and the right to use the common areas and facilities in common with all other owner and occupiers of other portions of the said building and all other fixtures fittings and equipment of common utility and services appurtenant to the said Building and the right to use the main entrance, common passages and the said undivided share of right title and interest of and fittings and connected to the subject or context collectively referred to hereafter as the 'said Flat' and the common areas and facilities appurtenant thereto **TOGETHER FURTHER** with all the benefits of the sanctioned plan and all benefits and advantages of all ancient and other rights, liberties, easements, privileges, appendages, appurtenances **AND** all estate, rights, title, inheritance, use trust, property, claim and demand whatsoever both at law and equity of the Vendor into and
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upon the said Flat and the common areas and facilities appurtenant thereto and every part thereof **AND** the reversion and reversions, remainder and remainders, rents, issues and profits thereof **TO ENTER INTO AND HAVE HOLD OWN POSSESS, AND ENJOY THE** said Flat and the common areas and facilities appurtenant thereto and every part thereof hereby granted sold, conveyed and transferred or expressed or intended so to be with his and every of his respective rights, members and appurtenance whatsoever unto and to the use of the Purchaser his respective heirs, executors, administrators and assigns for ever freed and discharged from or otherwise by the Vendor well and sufficiently indemnified of and against all encumbrances, claim, liens, lispendences, attachment or liabilities whatsoever created or suffered by the Vendor to these presents subject to observance and performance of the terms and conditions herein contained and also **SUBJECT EXCLUSIVELY** to the payment of the proportionate share of liabilities for taxes and expenses for maintenance, repairs and replacement of the common areas and facilities as shall be payable by the Purchaser herein as more fully stated in the **FOURTH SCHEDULE** written here in under **AND** also the Vendor and the Purchaser do hereby confirm by these presents the terms, conditions, covenants, agreements and stipulations hereinafter contained and on the part of the Purchaser to be borne, observed and performed for the benefit of the parties hereto and for the protection of the said building.

AND THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER AS FOLLOWS :-

01. That notwithstanding any act, deed or thing whatsoever by the Vendor or by any of his predecessors or ancestors-in-title done or executed or knowingly suffered to the contrary the Vendor had at all times heretofore and now have good right, full power and absolute authority to grant, sell convey, transfer assign and assure the said Flat and the proportionate share or interest in the land underneath the said building and the common areas and facilities appurtenant thereto hereby granted, sold, conveyed and transferred or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid.
02. That the Purchaser shall and may at all times hereafter peaceably and quietly enter into, hold, possess and enjoy the said Flat and the common areas and

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facilities appurtenant thereto and every part thereof as full and absolute owners thereof and received the rents, issues and profits thereof without the lawful eviction, hindrance and interruption, disturbance, claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for the Vendor or from or under any of his ancestors or predecessors in title.

03. That the Vendor and all persons having lawfully or equitably claiming any estate or interest whatsoever in the said land and in the said Flat and the common areas and facilities appurtenant thereto or any part thereof from under or in trust for the Vendor or from or under any of his predecessors or ancestors in-title shall and will from time to time and at all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such acts, deeds and things whatsoever for further better and more perfectly assuring the said Flat and common areas and facilities appurtenant thereto unto and to the use of the Purchaser according to the true intent or meaning of these presents as shall or may be reasonably required.
04. That the original title deeds, documents and the sanctioned building plan of the said premises of the said building standing thereon shall remain in the custody of the Vendor and the Vendor shall and will from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser shall produce and caused to be produced unto the Purchaser, his respective heirs, executors, administrators, legal representatives and assigns or the person or persons lawfully or equitably claiming at any trial hearing, commission, examination or otherwise as occasioned shall produce all or any of the deeds, documents, writing, building plan etc, and deliver or cause to be delivered to the Purchaser or his Advocate or agent at the costs and expenses of the Purchaser and the said deeds or documents for manifesting, defending and proving the title of the Purchaser relating to the proportionate share of the said property and the said flat and the said common areas and facilities appurtenant thereto and also at the request and costs of the said purchaser the deeds, documents, writing, plan etc, as may be required by the Purchasers.
05. That the Vendor shall hereafter assist the Purchaser in all respect to record his name in the books of the appropriate authority at the cost of the purchaser and also in any other Government offices relating to the said Flat

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06. That any error in the description of the said Flat if subsequently discovered, will not in any way affect this sale but the Vendor and/or Confirming Party hereby undertake to rectify and/or correct all such mistake by executing rectification deed or deeds in favour of the Purchaser at the costs and expenses of the Purchaser.
07. That the vendor has subsisting, absolute and unfettered perfect right to sell the Second schedule mentioned Flat having no other Co-owners and Co-Sharers.
08. That the property hereby sold is free from all encumbrances.
09. That the Flat hereby sold is not attached with any decree by the Court, nor the said property is Debtor nor is the same dedicated for Seva Puja of any God or Goddess.
10. That the Vendor shall indemnify the Purchaser against all claims, liens, lispendences, attachment in the event of any defect of the Vendor's marketable title or if the Purchaser's perfect title and peaceful possession be disturbed by any person/persons claiming through or under the Vendor or his legal representatives and successors-in-office in any manner,
11. That the Vendor hereby executes this Deed of conveyance in favour of the Purchaser after realizing the meaning of this Deed at his free will and consent, while physically fit and mentally alert.
12. That the property hereby sold is shown in the annexed sketch map by the border line with colour **RED** and the plan is to be treated as part of this Deed.
13. The ten finger impression with signed photographs of the parties are attached herewith in the annexed sheet which will be treated as a part of this documents.

AND IT IS FURTHER AGREED BY AND BETWEEN THE VENDOR AND THE PURCHASER AS FOLLOWS :-

- I. The Purchaser shall be liable to pay directly to the authorities concerned or contribute in proportionate to the floor area of the said Flat towards payment of Panchyat taxes, Khazana and other taxes whichever is applicable.
- II. That the purchaser shall have full and absolute property rights such as the Vendor derive from the title save and except that of demolishing the structural parts of the building or committing waste in respect of the said Flat and the common areas and facilities appurtenant thereto in any manner so as to affect the previous Vendor or other Co-owners or occupiers who have already purchased and

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acquired possession or who may hereafter purchase or acquire similar property rights as covered by the conveyance.

- III. The Purchaser shall also be entitled to sell, mortgage, lease or otherwise alienate his right title and interest in the said Flat and the common areas facilities appurtenant thereto hereby conveyed without the consent of the previous Vendor subject to the terms and conditions contained herein to any person or persons at his own discretion.
- IV. Each of the Flat at **"SN SWARNA SAGAR – BLOCK - 6"**, constitutes a single residential unit transferable and heritable.
- V. The Vendor and/or other co-owners who may heretofore have acquired or who may hereafter shall acquire the right title and interest in any Flat shall be entitled to undivided proportionate interest in the said Land and in the common areas and facilities in proportionate to the super built-up area of his Flat.
- VI. The common areas and facilities, general or restricted shall remain undivided and that no owner shall bring any action or suit for partition or division thereof at any time.
- VII. The undivided interest in the common areas and facilities shall not be separate from the said Flat and shall be deemed to be conveyed or encumbered with the said Flat.
- VIII. The Vendor or the other Flat owner shall not do anything which would be prejudicial to the soundness and safety of the other Flat-owner or reduce the value thereof or cause any obstruction for enjoyment or easement appurtenant to the said Flat and the said building.
- IX. The management and maintenance of the said building and the various common areas and facilities and services shall be vested to the Vendor and the cost shall be payable by the purchaser to the Vendor proportionately till any Association or Society of the Flat owners be formed preferably within one year hereof. As soon as the said Flat owner Association or Society be formed the Vendor shall forthwith transfer the administration and or management of the said building to the said Association or society.
- X. The Purchaser shall not at any time demolish or damage the said Flat acquired by the purchaser which may eventually affect in any way the other portions of the building. The purchaser shall not be permitted to cause any alteration in the outer elevation of the said building.

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- XI. That the purchaser, if necessary, have to purchase parking space for four or two wheeler from vendor if available.
- XII. That the Purchaser shall not be entitled to raise any objection to use the passage of the said First Schedule property by owners/occupiers of the neighboring plots.

**AS FROM AND AFTER THE DATE OF POSSESSION OF THE SAID FLAT
THE PURCHASER COVENANT WITH THE VENDOR AS FOLLOWS :**

- a) To extend full co-operation to the Vendor in the management of the said building till the formation of an association or society of the Flat owners.
- b) To allow on prior notice the Vendor and its agents or workers to enter into the said Flat for the purpose of maintenance of the said building.
- c) Not to do any act deed or thing which may cause or likely to cause any damage to the common wall or the ceiling and floor of the said Flat or any other portion thereof.
- d) Not to store or keep any article, things, materials and goods outside the said Flat in landing, lobbies and passages of the said building or in common areas of the said building.
- e) The purchaser shall be entitled to make all inside repairs and carry out interior decoration to the said Flat but shall not be in any way disturb the peaceful enjoyment and/or occupation of other Flat owners of their respective Flat including the common areas.
- f) Not to cause any obstruction or hindrance or interference in free ingress to and egress from the said building for the Vendor or any person or persons claiming through the Vendor and any other occupants of the aid building.
- g) The purchaser shall not use the said Flat for illegal and/or immoral use shall not store any explosive, highly inflammable or illegal items.
- h) That purchaser shall not raise any objection after taking possession of his flat.
- i) That the purchaser shall install the electric meter at his own cost and responsibility.
- j) That the purchaser shall pay the cost of Generator proportionality.
- k) The Purchaser will not do any alternation without the written consent of the Vendor and/or Society/Association/Companies that is to be formed.

- l) That it is mentioned herein that the purchaser shall not raise any objection if the vendor make further construction in top Roof of the First Schedule noted property in any manner whatsoever.
- m) That the Vendor may install the tower/hoarding/banner etc on the top roof.
- n) That the purchaser has to take the membership of the Association/Societies which will be formed by the purchaser.

THE FIRST SCHEDULE ABOVE REFERRED TO
(Entire Property)

All That piece and parcel of Rayati 'Bastu' land, measuring about 62 (Sixty Two) Decimals, together with a residential complex, namely, "SN SWARNA SAGAR" containing several Buildings/ Blocks constructing thereon, situated at and /or comprised in R.S. & L.R. Dag No. 232, under R.S. Khatian Nos. 70 & 188, and present L.R. Khatian No. 518, within Mouza - Gobindabasan, J.L. No- 89, Police Station - Digha Mohana Coastal, District - Purba Midnapore, butted and bounded as follows:-

North : Dag Nos. 91 & 230.
 South : Dag No. 229, 234 & 235.
 East : Dag No. 228.
 West : Panchayet Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(Description of Flat)

ALL THAT piece and parcel of one residential Flat, being **Flat No.**, measuring about **Sq. ft.**, containing **one Bed Room, One Living cum Dining Room with a Pantry Space, one toilet and one Balcony**, situated at **Floor** of said (G+4) storied building, known as "**SN SWARNA SAGAR - BLOCK - 6**", constructed on the said property, comprised in R.S. & L.R. Dag No. 232, under R.S. Khatian Nos. 70 & 188, and present L.R. Khatian No. 518, within Mouza - Gobindabasan, J.L. No- 89, Police Station - Digha Mohana Coastal, District - Purba Midnapore, within the jurisdiction of Additional District Sub-Registrar Office Ramnagar, District Sub-Registrar Office at Tamluk, **TOGETHER WITH** proportionate undivided share in land and common areas and facilities attached to the said building.

The said Flat more particularly shown and delineated by **RED** colour border in the map or plan annexed hereto, butted and bounded as follows:-

On the North : Open to Sky.

On the South : Staircase & Corridor.

On the East : Flat No. 2B.

On the West : Open to Sky.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common parts and Common Portions)

01. Stair case, Stair case landing and Common Passage on all the floors.
02. Deep Tube well and Boundary walls and main gate.
03. Water Pump, Water Tank, Water pipes and other common plumbing installation.
04. Common passage and lobby on the Ground Floor. No Car parking will be allowed in the common passage or within space left vacant as shown in the sanctioned plan in the Ground Floor.
05. Drainage, sewerage and Lift facilities.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(The Common Expense)

1. All costs of maintenance, operations, repairs, replacements, services and white washing, painting, rebuilding, reconstructing, decorating and redecorating of all the common areas/parts. The fixtures, fittings, electrical wiring and equipment in, under or upon the building enjoyed by or used in common by the occupiers of the building.
2. The salaries of all the persons employed for the said purposes.
3. All charges and deposits for supplies of common facilities and utilities.
4. Insurance premium for insuring the said Building and every part thereof against earthquake, damage by fire, lightning, mob violation, civil commotion, etc.
5. Panchayat taxes, multi-storied building tax, and other outgoing save those separately assessed on the respective flats/shops.
6. Costs and charges of establishment for maintenance of the building and for watch and ward staff.

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7. All litigation expenses for protecting the title of the land and building.
8. The office expenses incurred for maintaining the office for common purposes.
9. All other expenses and outgoing as are deemed by the Vendor to be necessary or incidental for protecting the interest and rights of the Purchaser.
10. All expenses referred to above shall be proportionately borne by the co - purchasers on and from the date of taking charges and occupation of their respective units.

IN WITNESSETH WHEREOF the parties hereto above executed these presents the day, month and year first above written In the presence of: -

WITNESSES

1.

2.

SIGNATURE OF THE VENDOR

Drafted by: -

Advocate.

Enrolment No.

Judges' Court, Howrah.

Typed by :-