

DEED OF SALE OF FLAT

This **DEED OF SALE** is made and executed at _____ on this _____ day of _____, Two Thousand twenty one (2021)

BETWEEN

SRI SUBHROJIT PAL, PAN NUMBER AQHPP2838E, son of Late Sri Pradip Kumar Pal, residing at P-123/124, Udayan, Basunagar P.O. & P.S. - Madhyamgram, Kolkata - 700129, District - North 24 Parganas, by faith Hindu, by Occupation Business, by Nationality Indian, Herein after referred to and called as the **“OWNER/ VENDOR”**

AND

Shri SRI BISWAJIT BISWAS, PAN-APDPB0153P, having place of business at Madhyamgram, represented by RAJ CONSTRUCTION, son of Sri Baidyanath Biswas, residing at No.2, Debigarh (Manasha Mandir Gali), P.O. Madhyamgram, Police Station Madhyamgram, District 24-Parganas (North), Kolkata – 700129 by faith hindu, by Occupation Business, by Nationality Indian, hereinafter referred to and called as the **‘DEVELOPER** .

AND

..... PAN NUMBER, **EPIC/Passport /OCI/CIO/PIO No....., Adhar No.....**
..... son / wife / daughter of residing atby faith..... ,
by Occupation , by Nationality.....,
Herein after referred to and called as the **“CONFIRMING PARTY (IES) ”**

AND

..... PAN No....., EPIC/Passport /OCI/CIO/PIONo....., Adhar No.....
son / wife / daughter of residing at by faith..... , by
Occupation , by Nationality....., hereinafter referred to and
called as the "**PURCHASER (S)**

**(The Vendors / Purchaser(s) is / are being represented by his/her/their
Constituted Attorney (s) PAN No....., EPIC/Passport /OCI/CIO/PIO No.....,
Adhar No..... son/ wife/ daughter of, residing at, by faith,
by Occupation, by Nationality, by Constituted General/Special
Power of Attorney dated, /by Authenticated General/Special Power of
Attorney being No ...datedof the office of the.....)**

[for and on his/her behalf the representative / nominee / guardian /
ward (as the case may be) (with all additions), Order or Permission
No. Date (as the case may be)] / [Name of
the Government / Organisation / Institution / Company / Firm / Trust
/ Society (as the case may be) with place of its headquarters and for
and on its behalf the / its (Designation of the post
held), (Name of the person holding the post
or having the designation with all additions)]

The expression of the Vendor & Purchaser shall mean and include the parties
itself, their respective legal heirs, executors, successors, administrators, legal
representatives and assigns / nominees.

Whereas the Vendor for his bonafide needs and legal requirements, 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.

History of the ownership of the property

WHEREAS the Housing & Property (India) Limited, a Company incorporated under the Indian Companies Act and having its registered office at 56, Bentinck Street, Calcutta, being the sole and absolute owner of the below schedule land alongwith other properties, established a residential area under the name and style as 'Basunagar' and out of which they permanently leased out with Mourasi Mokarari right a portion of land i.e. ALL THAT piece and parcel of land measuring an area of 11 Cottahs 14 Chittacks 05 Sqft. be the same a little more or less, being Scheme Plot No.123, comprising in Sabek Dag Nos.76 and 83, lying and situated at Mouza -Chandnagar, J.L. No.44, Re. Su. No.167, P.S. Barasat [now Madhyamgram], A.D.S.R.O. - Barasat, District - North 24-Parganas, in favour of Smt. Bimala Pal, by virtue of a Lease Deed, duly executed on 28.03.1952 and registered on 02.04.1952 before the D.R.O. Alipur and recorded in Book No.I, Volume No.25, Pages from 136 to 148, being No.1459 for the year 1952 and delivered the peaceful possession over the same. Subsequently said Bimala Pal acquired better title with rayat right on the promulgation of the West Bengal Estate Acquisition Act, 1955.

AND WHEREAS the said Smt. Bimala Pal, while being in peaceful possession over her aforesaid purchased property, transferred her right, title and interest forever in respect of the same, in favour of her husband Premanjan Pal, by virtue of a Deed of Release, duly registered on 23.05.1959, before the S.R.O. Barasat and recorded in Book No.I, Volume No.63, Pages from 195 to 198, being No.6041 for the year 1959.

AND WHEREAS by virtue of aforesaid Release deed, said Premanjan Pal, became the sole and absolute owner of ALL THAT piece and parcel of land measuring an area of 11 Cottahs 14 Chittacks 05 square feet be the same a little more or less, being Scheme Plot No.123, comprising in Sabek Dag Nos.76 and 83, lying and situated at Mouza - Chandnagar, J.L. No.44, Re.Su. No.167, P.S. - Barasat [now Madhyamgram], A.D.S.R.O. - Barasat, District - North 24 Parganas and constructed residential Building thereon under the name and style as "UDAYAN" and being in peaceful enjoyment over the said property, during his lifetime, he made an Will in respect of the aforesaid property, under certain terms and conditions, mentioned therein, which was duly registered on

27.09.1963 before the R.A. Calcutta and recorded in Book No.III, Volume No.9, Pages from 85 to 86, being No.260 for the year 1963.

AND WHEREAS after demise of said Premanjan Pal on 26.10.1965, according to his last will, a Probate Case was filed before the Ld. District Delegate of 24 Parganas at Alipore being No.33/1966 and accordingly Learned Court was pleased to pass an Order on 21.09.1967 by granting Probate in favour of Smt. Bimala Pal and thus she became the sole and absolute owner of the said Property and had been enjoying the same.

AND WHEREAS being in peaceful enjoyment over the aforesaid property, said Smt. Bimala Pal, died intestate on 07.07.1984 and according to the terms and conditions of the last will of deceased Premanjan Pal, his two sons namely Kalyan Pal and Pradip Kumar Pal [both the parties herein], became the joint absolute owners of the left property of their deceased father and mutated their names in the records of Madhyamgram Municipality, under Ward No.7 (now 11), being Holding No.235, Basunagar 3 No, Gate and jointly seized and possessed the same.

Be it mentioned herein that, after deduction of some portions of land for Municipal Road, the aforesaid land presently stands measuring an area of 11 Cottahs 09 Chittacks 29 square feet [as per present physical measurement] equivalent to 19 Decimals, be the same a little more or less and according to the B.L. L.R.O. information and R.S. R.O.R. out of the said total land measuring 19 Decimals, 13 Decimals of land comprising in R.S. Dag No.238, 03 Decimals of land comprising in R.S. Dag No.238/573 and 03 Decimals of land comprising in R.S. Dag No.226, all are recorded under R.S. Khatian No.441.

It is also mentioned herein that, the aforesaid 19 Decimals of land, presently has been recorded in the name of Bimala Pal, according to the present L.R. R.O.R. vide L.R. Khatian No.1641 under L.R. Dag No.1647.

AND WHEREAS by virtue of the aforesaid description, both the parties namely Sri Kalyan Pal and Sri Pradip Kumar Pal, became the joint absolute owners of ALL THAT piece and parcel of land measuring an area of 11 Cottahs 14 Chittacks 05 square feet equivalent to 19 Decimals, be the same a little more or less, being Scheme Plot No.123, alongwith

two-storied building erected thereon namely Udayan [measuring 2629 Sq.ft. pucca building + 63 square feet Tin shed structure at the Ground Floor and measuring 910 Sq.ft. pucca building + 228 Sq.ft. Tin shed structure on the First Floor], comprising in Sabek Dag Nos.76 and 83, corresponding to R.S. Dag Nos.238, 238/573 & 226, corresponding to L.R. Dag No.1647, under Khatian Nos.134 & 193, with Sub-Khatian Nos.136 & 194, corresponding to R.S. Khatian No.441, corresponding to L.R. Khatian No.1641 [recorded in the name of Bimala Pal], lying and situated at Mouza - Chandnagar, J.L. No.44, Re.Su. No.167, P.S. - Barasat [now Madhyamgram], A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality, under Ward No.11 (Old 7), being Holding No.235, Basunagar 3 No, Gate, District - North 24 Parganas, morefully and particularly described in the Schedule "A" hereunder written and hereinafter referred to as the "Said Premises", and since then they have been enjoying the same free from all encumbrances, liens mortgages etc. whatsoever, by paying rent and taxes regularly before the concerned authority from time to time.

AND WHEREAS during the course of peaceful joint property over the 'A' Schedule property both the parties namely Sri Kalyan Pal and Sri Pradip

Kumar Pal possession and enjoyment filed a partition suit being No.254 of 204 subsequently executed a amicable Deed of Partition dated 26.08.2019 which was registered at the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No.I, Volume No.1503-2019, pages from 206753 to 206789, being No.150305400 for the year 2019.

AND WHEREAS thus the said Pradip Kumar Pal became absolute owner of the property (as per deed of partition dated 26.08.2019) **ALL THAT** piece and parcel of land measuring an area of 05 (Five) Cottahs 09 (Nine) Chittacks 17 (Seventeen) Sq.ft. be the same a little ; more or less, out of 07 Cottahs 15 Chittacks 01 Sq.,ft. or 13 Decimals, in R.S. Dag No. 238, out of total land 11 Cottahs 09 Chittacks 29 Sqft. equivalent to 19 Decimals, be the same a little more or less, being Scheme Plot No. 123, alongwith portion of Cemented Flooring two-storied building erected thereon namely Udayan [measuring 513 Sq.ft. pucca building at the Ground Floor and measuring 358 Sq.ft. pucca building + 123 Sq.ft. Tin shed structure on the First Floor], comprising in Sabek Dag Nos. 76 and 83, corresponding to R.S. Dag No. 238, corresponding to L.R. Dag No. 1647, under Khatian Nos. 134 & 193, with Sub-Khatian Nos. 136 & 194,

corresponding to R.S. Khatian No. 441, corresponding to L.R. Khatian No. 1641 [recorded in the name of Bimala Pal], lying and situated at Mouza - Chandnagar, J.L. No. 44, Re.Su. No. 167, PS. - Barasat [now Madhyamgram], A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality, under Ward No. 11 (Old 7), being Holding No. 235, Basunagar 3 No. Gate, District - North 24 Parganas, as demarcated by "GREEN" Border in the annexed Plan and marked as Plot No."B", TOGETHER WITH all easement rights including bringing the Connection of Water, Electric, telephone, etc.

AND WHEREAS be it noted further that Sri Pradip Kumar Pal executed a 'General Power of Attorney' there he made constitute and appoint Sri Pradyut Kumar Goswami as true and lawful attorney on his behalf in the year 2002 which was registered at the office of the Additional District Sub-Registrar, Barasat, North 24 Parganas and recoded in Book No.IV, Volume No.4, page No.131 to 138, being No.159 for the year 2002.

AND WHEREAS the aforesaid general power of attorney has been cancelled by Sri Pradip Kumar Pal on 25.08.2019 vide Deed of Cancellation of General Power of Attorney (in Bengali version) dated

25.08.2019 which was also registered at the office of the Additional District sub-Registrar, Barasat, North 24 Parganas and recorded in book No.IV, Volume No.1503-2019, page from 15915 to 15932, Being No.150300612 for the year 2019.

AND WHEREAS the said Pradip Kumar Pal out of his natural love and affection gifted the entire property to his only son namely Subhrojit Pal vide deed of gift dated 24.9.2019.

AND WHEREAS the said Subhrojit Pal the first part herein became the absolute owner of **ALL THAT** piece and parcel of land measuring an area of 05 (Five) Cottahs 09 (Nine) Chittacks 17 (Seventeen) Sq.ft. be the same a little ; more or less, out of 07 Cottahs 15 Chittacks 01 Sq.,ft. or 13 Decimals, in R.S. Dag No. 238, out of total land 11 Cottahs 09 Chittacks 29 Sqft. equivalent to 19 Decimals, be the same a little more or less, being Scheme Plot No. 123, alongwith portion of Cemented Flooring two-storied building erected thereon namely Udayan [measuring 513 Sq.ft. pucca building at the Ground Floor and measuring 358 Sq.ft. pucca building + 123 Sq.ft. Tin shed structure on the First

Floor], comprising in Sabek Dag Nos. 76 and 83, corresponding to R.S. Dag No. 238, corresponding to L.R. Dag No. 1647, under Khatian Nos. 134 & 193, with Sub-Khatian Nos. 136 & 194, corresponding to R.S. Khatian No. 441, corresponding to L.R. Khatian No. 1641 [recorded in the name of Bimala Pal], lying and situated at Mouza - Chandnagar, J.L. No. 44, Re.Su. No. 167, PS. - Barasat [now Madhyamgram], A.D.S.R.O. - Barasat, within the local limits of Madhyamgram Municipality, under Ward No. 11 (Old 7), being Holding No. 235, Basunagar 3 No. Gate, District - North 24 Parganas.

NOW THIS DEED WITNESSETH AS UNDER:-

1. That in consideration of Rs the entire amount has been received by the Vendor from the Purchaser prior to the execution of this sale deed, the receipt of which is hereby admitted and acknowledged by the Vendor.
2. That the Vendor hereby sells, conveys and assign the property absolutely and forever with all rights, title and interest of the same, unto the Purchaser who shall hereafter be the absolute owner of the same and enjoy all rights of ownership etc.

3. That the actual physical possession of the said property has been handed over by the Vendor to the Purchaser who is in possession of the same at the time of registration of this sale deed.
4. That all taxes, charges, dues, demands, arrears, electricity charges, water charges, outstanding bills, house tax, development charges etc if any, in respect of the said property for the period prior to the date of execution of this sale deed shall be paid and borne by the Vendor and thereafter the same shall be paid and borne by the Purchaser.
5. That the Vendor hereby agrees and assures the Purchaser to help and assist him in getting the property transferred/mutated in the relevant department and any other concerned department and/or the Purchaser shall have full right to get the property transferred/mutated in his/her own name from the concerned department on the basis of this Sale Deed even in the absence of the Vendor.
6. That all right and easements attached with the said property have also been conveyed and transferred with the said property, unto the Purchaser.
7. That the Vendor has assured and delivered to the Purchaser that the said property under sale is free from all sorts of encumbrances such as Sale, Mortgage, Gift, Transfer, decree, litigation, lease, acquisition/ notification etc. and there is no defect in the title of the Vendor and if it is proved otherwise at any time and the Purchaser suffers any loss,

then the Vendor shall be fully liable and responsible for the same and the Purchaser shall be entitled to recover all his/her losses from the Vendor.

8. That the Purchaser shall have full right to apply and get the Water, Electric and Sewerage connection regarding the said property from the concerned authorities and also to get the existing name changed in his/her own name from the department concerned without any written consent of the Vendor.
9. That the Vendor has delivered the previous title documents relating to the said property.
10. That the Vendor hereby declares and assures to the Purchaser that the said property has not been acquired by the Govt. and there is no injunction or attachment order of any Court or Department.
- 11.. That the market value of the property is Rs..... All facts relating to its market value, consideration and chargeability to stamp duty and transfer duty have been fully given in the sale deed and mentioned Schedule B of this sale deed .

THE SCHEDULE "A"

(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of DANGA land measuring about 5 Cottahs 9 Chittacks 17 sq. ft. more or less land, along with the Complex named UDAYAN TOWER having G + 4 Building lying and situated at Mouza- Chand nagar, Pargana-24 (N), J.L. No 44 , Re Su No. 167 Touzi No146 comprising in R.S. Dag No.-238, 226, under R.S. Khatian No. 441, corresponding to LR Plot No 1647 and LR Khatian No . 2965 , having Municipal Holding No 235, Road Name Basunagar 3 no. gate , being Premises No.-123 , PIN-700129, under Ward No.11 within the limits of Madhyamgram Municipality , P.S.-Madhyamgram District- North 24 pgs, and butted and bounded by: -

ON THE NORTH BY :- Scheme Plot 119 of Basunagar

ON THE SOUTH BY :- 15' Wide Municipal Road

ON THE EAST BY :- Scheme Plot 124 of Basunagar

ON THE WEST BY :- Plot no. A Kalyan Pal

THE SCHEDULE "B" ABOVE REFERRED TO –

[Description of the Flat/Unit]

ALL THAT piece and parcel of a demarcated self-contained **residential Flat/**

covered garage being No..... on theFloor, having measurement of sq. ft. Super built up area more or less comprising of, with Flooring , from Developer’s Allocation within the **G Plus four Building**, of age years, within the Complex named **UDAYAN TOWER** together with undivided proportionate share of underneath land and other common amenities and facilities including easement and quasi-easement rights along with restrictions and reservations as stated aforesaid as attached with the Multi-storied Building within the said Complex at Municipal Holding No.-235 , Road , Basunagar 3 no gate. Being Premises No.-123, Pin 700129, under Ward No.-11 , within the Madhyamgram Municipality , under P.S.- Madhyamgram, District-24 pgs (N) fully described **“A” SCHEDULE** herein above written.

Annexed Plan marked with **Red Border** will be treated as part and parcel of this Deed.

- THE SCHEDULE “C” ABOVE REFERRED TO -

[The Common portions]

- 1.** Entrance and exists internal roads, and footpath.
2. Common durwans / caretaker room , Caretaker Room, Security Camera Room, (if any).

3. Boundary walls and main gates.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit and/or exclusively for its use).
5. Staircases lobbies on all the floors and vacant area of the ultimate roof of the proposed building (Roof right will not be available for Garage, Shop and Godown owners, but rights attached to the Ground Floor will be available only).
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 (save only those as are exclusively within for the use of any unit.) , community Hall and two wheeler parking space
7. Lighting fixtures and fittings in common area from common use.

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.

Signature of the Vendor / developer

Signature of the Purchaser (S)

WITNESSES :

SIGNED, SEALED AND DELIVERED

by the Parties at _____ in the presence of :

1.

2

Drafted by me:

MEMO OF CONSIDERATION

RECEIVED of and from the Purchaser.....the sum of Rs.....(**Rupees.....**) herein above towards the full consideration of the property.

D.D/Pay Order No.	Date	Bank	Amount
.....	Rs.....
Total :			Rs.....

.....
SINGATURE OF DEVELOPER / VENDOR/ CONFIRMING PARTY

Witnesses:

- 1.

- 2.

