

GRN :- _____

DEED OF SALE OF RS. _____ /-

ASSESSED MARKET VALUE – RS. _____ /-

e-QUERY NO.- _____ / 2020

THIS DEED OF SALE is made By:-

SRI KALYAN SENGUPTA (PAN No. AKQPS5816E) son of Late Amar Kumar Sengupta by faith Hindu, by occupation Pensioner resident of P/471, 01 Number Mohishila Colony, Purbo Para, Near Chakraborty More, Asansol-713303, PS Asansol(South), District Paschim Bardhaman; hereinafter referred to as the “**LAND OWNER / VENDOR**” (which expression shall unless excluded by or inconsistent with or repugnant to the context mean and include all their legal heirs, nominees, executors, administrators, representatives, successors and assigns) of the **ONE PART**.

THAT the Vendor are being represented by their lawfully nominated & constituted Attorney “**SIDDHIVINAYAKA REALTY LLP**” (PAN – ADEFS9105K), a Limited Liability Partnership Firm, having its Regd. Office at Ground Floor, Unit No.- 09, Vishnupriya I, Simultala, 01 No. Mohishila Colony, Asansol, P.O. Asansol, 713303, P.S. – Asansol South, District – Paschim Bardhaman, represented by one of its Partner **SHRI AMIT KUMAR RAI**, (PAN – ARUPR1718F), (AADHAR – 710569241917), son of Shri Kailash Rai, citizenship - Indian, by faith - Hindu, by occupation – Business, resident of – 3/F-03, 3rd Floor, Radhika Apartment, Simultala, 01 No. Mohishila Colony, P.O.- Asansol – 03, P.S. Asansol South, District – Paschim Bardhaman, West Bengal, by virtue of one **Registered Development & Construction Agreement** being No.- 020510460 for the year 2018, dated – 01.03.2019 duly noted in Book No.- I, Volume No.- 0205-2019, Pages from 1039 to 1059 & registered in the Office of A.D.S.R., Asansol AND a **Registered General Power of Attorney** being No.- **I 020510474** for the year **2019**, dated – 01.03.2019, duly noted in Book No.- I, Volume No.- 0205-2019, Pages from 1060 to 1076 & registered in the Office of A.D.S.R., Asansol.

AND

“**SIDDHIVINAYAKA REALTY LLP**” (PAN – ADEFS9105K), a Limited Liability Partnership Firm, having its Regd. Office at Ground Floor, Unit No.- 09, Vishnupriya I, Simultala, 01 No. Mohishila Colony, Asansol, P.O.

Asansol, 713303, P.S. – Asansol South, District – Paschim Bardhaman, AND represented by one of its Partner **SHRI AMIT KUMAR RAI**, (PAN – ARUPR1718F), (AADHAR – 7105 6924 1917), son of Shri Kailash Rai citizenship - Indian, by faith - Hindu, by occupation – Business, resident of – 3/F-03, 3rd Floor, Radhika Apartment, Simultala, 01 No. Mohishila Colony, P.O.- Asansol – 03, P.S. Asansol South, District – Paschim Bardhaman, West Bengal, hereinafter referred to as the “**DEVELOPER**” of the said Flat.

-: IN FAVOUR OF :-

Xxxxxx , son of xxxx, by faith – Hindu, Citizenship - Indian, by occupation – service, resident of – Upper Puranahat, Burnpur, P.O.- Burnpur, P.S.- Hirapur, Dist- Paschim Bardhman, Pin-713325, West Bengal, India; hereinafter called the “**PURCHASER**” (which expression shall unless excluded by or repugnant to the context be deemed to include each of his legal heirs, successors, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

Whereas Sri Milan Kumar Sengupta, Sri Kalyan Sengupta i.e. the present Land owner both sons of Late Amar Kumar Sengupta & their mother Smt. Anila Sengupta since deceased wife of Late Amar Kumar Sengupta became the absolute owner & possessor of the schedule mentioned property measuring 06 Cottah, comprised in or upon LOP No 471 appertaining to CS Plot NO 79(P) corresponding to RS & LR Plot No 79/3386 under LR Khatian No 3020 within Mouza Mohishila, JL No 37 (Previously JL No 25) Police Station Asansol(South), District Paschim Bardhaman by virtue of a Gift Deed executed by the Governor of the State of West Bengal on 05.02.1992 which stands registered as Deed No 08/1992 of ADSR Asansol and since then they have been owning and possessing the schedule mentioned property openly, peacefully, uninterruptedly in equal share each i.e. 02 cottah each and

Whereas Smt. Anila Sengupta expired on 02.01.1998 leaving behind Shri Milan Kumar Sengupta and Sri Kalyan Sengupta as her only legal heirs and successors to inherit to her share in equal half share each according to present Hindu Law and whereas while said Milan Kumar Sengupta was in exclusive possession of 03 cottah of land with structure he transferred the same to his brother by way of Gift and the same was duly registered in the office of the ADSR Asansol being Deed No 5101 for the year 2007 and delivered possession to him and

Whereas thus said Sri Kalyan Sengupta become the absolute owner of the schedule mentioned property and after getting possession he mutated his name in the record of right in the office of the SDL & LRO Asansol in LR Khatian No 3020 and paid the ground rent to the Govt. of West Bengal on receipt and

Whereas the First Party have entered into an agreement with the Second Party and by virtue of which the First Party has been entrusted the Second Party to develop the schedule mentioned land by making investment from its own fund as a developer/promoter on the terms and conditions as fully set out in the said Development Agreement dated 14.02.2019 and

AND WHEREAS in terms of such mutual agreement, the Landowner/First Party engaged the said “**SIDDHIVINAYAKA REALTY LLP**” a Limited Liability Partnership Firm, authorizing to erect the said multistoried building namely “**AMAR RESIDENCY**” upon the said below mentioned schedule land at the costs and expenses of the Second Party/Developer.

AND WHEREAS with a view to enabling the said Firm to raise the said multistoried building it has become necessary for the First Party to execute this instant “Development & Construction Agreement” & for mutual convenience, appointing and constituting **SHRI AMIT KUMAR RAI**, son of Shri Kailash Rai resident of – 03 / F-03, 3rd Floor, Radhika Apartment, Simultala, 01 No. Mohishila Colony, P.O.- Asansol – 03, P.S.

Asansol South, District – Paschim Bardhaman, West Bengal, representing the aforesaid Firm in his capacity as Partner AND as the First Party's true & lawful attorney to exercise the following powers in connection with the schedule mentioned lands for the First Party and on their behalf in the matter of raising the said multistoried building on the schedule mentioned land.

AND WHEREAS the “**SIDDHIVINAYAKA REALTY LLP**”, raised a multi-storied (**G+IV**) building under the name and style “**AMAR RESIDENCY**” consisting of various self contained residential flats/parking space / garage / shops / offices etc. in accordance with the said site plan and building plan. Details of the said property are more fully mentioned and described in the Schedule ‘A’ below.

AND WHEREAS the entire cost and expenses towards construction of the ‘A’ schedule multi-storied building are being borne by said “**SIDDHIVINAYAKA REALTY LLP**”, and as such said “**SIDDHIVINAYAKA REALTY LLP**”, has acquired right and interest in respect of the entire constructions of the building, except the Vendor's/First Party's/Landowner's allocation as mentioned in the above noted **Registered Development & Construction Agreement** , AND therefore for avoiding all future conflicts as well as to perfect the title and ownership of the purchaser over the ‘B’ Schedule property along with ‘C’ Schedule common rights agreed to execute this deed along with the vendor.

AND WHEREAS the Vendor having declared to sell **one self contained residential flat** of the ‘A’ schedule apartment being **Flat No.- xxxx**, on the **SECOND Floor** having super built up area **xxxxx sq. ft.** along with **one xxxxx parking space** in the GROUND FLOOR measuring **xxxxx sq. ft.** along with undivided proportionate share or interest in the ‘A’ Schedule land which is more fully mentioned in the Schedule ‘B’ below along with common right of user over the common portions, areas,

pathways, structures, installation etc. which are more fully mentioned in Schedule 'C' below.

AND WHEREAS the Purchaser having come to know of such intention of the Vendor proposed and offered to purchase the said 'B' property at a total consideration of **Rs. xxxxxx only**.

AND WHEREAS the Vendor considering the said price as fair, proper, reasonable and highest according to present market value prevailing in the locality accepted the said offer of the Purchaser/s and agreed to sell, convey and transfer the 'B' schedule property along with 'C' Schedule common rights unto and in favour of the Purchaser/s at and for the said total consideration price of **Rs. Xxxxx only** on the terms mentioned here in below.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

THAT in pursuance of the said agreement between the Vendor and the Purchaser/s and in consideration of the said sum of **Rs. Xxxx only** paid by the Purchaser/s to the Vendor (the receipt whereof the Vendor does hereby admit and acknowledge) as total price of the said property, the Vendor doth hereby grant, convey, sell and transfer unto and to the use of the said Purchaser/s all that 'B' Schedule property along with common rights and facilities more fully mentioned in the 'C' schedule below together with the right of path, passage, lights, liberties, privileges, easement and appurtenances whatsoever attached and concerning to the said property free from any or all encumbrances **TO HAVE AND TO HOLD** the said property hereby granted, conveyed and transferred unto and to the use of the said Purchaser absolutely and for ever having all transferable rights therein such as sale, gift, lease, mortgage, exchange or otherwise **AND THAT** the said Vendor for itself, its successors-in-office and legal representatives doth hereby further declare and covenant with the said Purchaser/s that the Vendor has good title, full power and

absolute right to sell and transfer the said 'B' schedule property and further declare that the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property and that the Vendor has not in any way encumbered the said property intended to be conveyed by this Deed of Sale **AND THAT** the said Purchaser/s including all his/her/their legal heirs and successors shall and may at all times peacefully/quietly hold, possess, use and enjoy the said property as lawful and rightful owner thereof without any interruption, obstruction, claims and/or demand whatsoever from or by the Vendor or any person/persons lawfully/equitably claiming under or in trust for its **AND THAT** the said Vendor including all its successors-in-office and legal representatives shall and will for all times to come at the cost and request of the said Purchaser/s 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 Purchaser relating to the said property **AND THAT** the said Vendor doth hereby further declare and covenant with the said Purchaser/s that if it transpires that the 'B' schedule property hereby sold is not free from all encumbrances and/or the Vendor has no valid perfect and marketable title to the said property as hereinbefore stated by the Vendor, in that event the Vendor including all its successors-in-office and legal representatives will be bound to pay back the entire consideration amount of money with legal interest to the Purchaser/s and shall also be liable to make good and indemnify all losses and damages which the Purchaser/s may suffer due to any defect in the title of the Vendor in respect of the said 'B' schedule property hereby sold the Purchaser/s.

THAT the purchaser/s do hereby acquire valid and absolute right to the said Schedule B property together with easements and privileges attached thereto & thereof.

THAT the Purchaser/s shall use the said Schedule B property solely and exclusively for residential purpose.

THAT not to decorate or paint or otherwise the exterior of the said flat/building in any manner save in accordance with the general scheme thereof as is or any be specified by the Flat Owners Association.

THAT not to do anything whereby the other owners/occupiers of the flat/building is prevented from the enjoyment of their respective residences, garages quietly and exclusively.

THAT not to claim any right in any other part of the same flat/building save as may be necessary for ingress and egress or save as expressly granted and as mentioned in Schedule "C".

THAT not to claim partition or sub-division of common areas of the said flat of the said building and not to make any structural addition, alteration or modifications of permanent nature, and not to divide or fragment into smaller pieces or making separate independent portion of the said flat with permanent wooden partition and fixtures.

THAT not to carry on any obnoxious, offensive, illegal or immoral activity in the said flat which is mentioned in the schedule 'B' below or in any other portion / portions of the said building including common parts thereof or in any portion of the said building.

THAT not to do anything which may endanger, damage, risk or prejudice the floor or ceiling of the said flat.

THAT not to throw any rubbish or store any articles in any part of the common areas or any other parts of the said property/building or permit the same to be accumulated to such an extent so as to create any nuisance and thereby be prejudicial to the health & moral wellbeing of the other Owners/Occupiers of the said 'A' schedule property/building, save and except as may specifically be permitted and allowed by the Association of the Flat Owners in writing.

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

THAT the Purchaser/s shall not have any right to undertake any addition or alteration which may cause damage in any way or affect the main structures, pillars, constructions and roof of the 'A' Schedule building.

THAT the Purchaser/s will have to pay proportionate Corporation tax and Rents which may be assessed for the 'B' schedule building to appropriate authority and will have to bear his/her/their share of expenses required for maintenance of the common portions over which the Purchaser/s is/are authorized to use and enjoy in common with other occupants of the A' schedule building.

It is further covenanted by and between the parties hereof that the Purchaser/s shall always abide by the decision of the committee/flat owners' association to be framed amongst the Purchaser/s 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, managements and protections 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 building.

THAT every internal walls separating the 'B schedule flat from an adjoining flat/flats shall be the common wall and cannot be removed or destroyed without the written consent of the said committee or flat owners' association of the building on 'A' schedule land.

THAT the Purchaser prior to purchase made proper enquiry and inspection in respect of the 'B' Schedule flat/property and being fully satisfied with the constructional work of the same already took possession of the said flat.

And that it is further declared by the Vendor that the Purchaser/s by virtue of this Deed of Sale will be competent and entitled to get his/her/their name/s mutated in the records of S.D.L. & L.R.O., Extn. Part-1, Asansol under the State of West Bengal as also in the records and registers of Asansol Municipal Corporation and also in the records and registers of West Bengal State Electricity Board or any other authority the rent, tax, duties etc. will be borne by the Purchaser/s and the Vendor undertakes to render all such help and assistance as will be found essential in this regard.

The proportionate annual rent is payable to the State of West Bengal through S.D.L. & L.R.O., Extn. Part-1, Asansol, Dist. Paschim Bardhaman.

: SCHEDULE 'A' ABOVE REFERRED TO :

ALL THAT piece and parcel of land situated at Within the District of Burdwan, PS Asansol, **Mouza Mohishila**, JL No 37, Ward No 20(Old)/86(New) of Asansol Municipal Corporation, Holding No 27(31) LOP NO 471, CS Plot No 79(P), corresponding to RS & LR Plot No 79/3386 under LR Khatian No 3020 measuring an area of **.09 Acres equivalent to 6 Cottah** of Bastu Land, including (G+IV) storied building/apartment known under the name and style of "**AMAR RESIDENCY**" consisting of various self contained residential flats / parking space / garages, shop rooms, commercial spaces, etc., situated within **Ward No.- 86 (new)** under the local limits of Asansol Municipal Corporation, at Simultala, 01 number Mohishila Colony, Asansol - 713303, along with all easements attached thereto.

The said "Schedule A" property is butted & bounded by :-

ON THE NORTH : Riju Residency

ON THE EAST : LOP No 472

ON THE SOUTH : H/o Bibhuti Chandra & others

ON THE WEST : Colony Road

::: SCHEDULE 'B' ABOVE REFERRED TO :::

In the above District, P.S., Mouza, etc that one entire self contained residential flat, being **Flat no. -xxxx** on the **SECOND FLOOR** of the said (G+IV) storied building/apartment known under the name and style of "**AMAR RESIDENCY**" measuring a super built up area of **xxxxxx sq. ft.** (approx.) with **TILES Flooring**, covered area measuring _____ **sq. ft.** (approx.) along with one **04 wheeler parking Space** measuring **xxxx sq. ft.** more or less in the **GROUND FLOOR** of the 'A' Schedule building and along with all fittings and fixtures, electrical fittings, easement rights thereto including share of common service area with undivided proportionate share or interest in the "A" Schedule property covered by the (G+IV) storied building known under the name and style of "**AMAR RESIDENCY**".

Status of Schedule B property is - **COMPLETE.**

SCHEDULE "C" ABOVE REFERRED TO:-
(Common portions)

1. Stair Case up to Top Floor.
2. Stair Case landing up to top Floor of the said apartment
3. Lift.
4. Common passage, entrance and exit from the building.
5. Installation of common service such as water sewerage.
6. Common electrical wiring electrical sub – station lines, meters and fittings and pumps and stair case lights.
7. Drainage & Sewerage.
8. Pump, Motor Pump and apparatus and installation in the said building for common use.

A sheet containing photos and finger prints of both hands duly attested by the parties concern is annexed hereto which do form a part of this deed.

::: MEMO OF CONSIDERATION :::

SL. No.	Mode of Payment	Date	Bank Name, Branch Name &Cheque No/s.	Amount.(Rs)
1				
2				
3				
4				
5.				
6.				

Thus paid a total amount of **Rs. ~~xxxx~~ only** as full consideration monies for the schedule B property to the Vendor by the Purchaser/s.

IN WITNESS WHEREOF the Vendor have set and subscribed its signature through its Attorney on these presents on this the _____ day of _____, 2019.

WITNESSES:-

1.

2.

**(Signature For Self and As
Constituted attorney of :-
KALYAN SENGUPTA**

Drafted & Prepared by me as per
Reg. Development Agg &
General Power of Attorney,
Instruction, & directions
provided by both the parties and
explained the contents to both the Parties
in Vernacular and Printed in my office.

(UTSAV MUKHERJEE)

**Advocate,
Asansol Court
Enrolment No.-**