

Date : \_\_\_\_\_

## DEED OF SALE

**THIS DEED OF SALE** made this       day of

Two Thousand and Nineteen **BETWEEN**

G S Construction  
Moumit Thakur  
Partner

Date : \_\_\_\_\_

**SMT. NILA RANI SARKAR**, having Permanent Account Number- **JQVPS6848N**, wife of- Late Niranjan Sarkar, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, residing at - 6/1/C, Daspara Lane (New), Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Pin- 712250, in the state of West Bengal, in the state of West Bengal, hereinafter called the '**OWNER/VENDOR**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, legal representatives, successors and assigns) of the **FIRST PART**. Represented by its Constituted Attorney **M/s. G.S. CONSTRUCTION**, a registered partnership firm being Permanent Account Number- **AANFG8527B**, having its office at 3/216/A/12, Dr. B. C. Roy Sarani, 5<sup>th</sup> lane P.O. Morepukur, P.S. Rishra, District - Hooghly, Pin- 712250, represented by its partners namely **(1) SRI ANUP SAHA**, having Permanent Account Number- **DQBPS3489F**, son of Late Balaram Saha, by Caste - Hindu, by Occupation -Business, by Nationality - Indian, of 97/1, Laxmi Polly, P.O. Morepukur, P.S. Rishra, District-Hooghly, Pin- 712250, **(2) SRI MANISH THAKUR**, having Permanent Account Number- **AMSPT8092R**, S/o. Anand Thakur, by Caste - Hindu, by Occupation - Business, by Nationality - Indian, of 3/216/A/12, Dr. B. C. Roy Sarani, 5<sup>th</sup> lane, P.O. Morepukur, P.S. Rishra, District-Hooghly, Pin- 712250 by a Deed of Development Cum Power of Attorney dated 21<sup>st</sup> March 2018, which is duly registered in Book No-1, Volume number- 1903-2018, Pages no- 28630 to 28668, being no- 190300586 for the year 2018 in the Office of the A.R.A-III, Kolkata West Bengal.

**AND**

....., hereinafter called 'the **PURCHASER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representative, and/or assigns) of the **SECOND PART**

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Manish Thakur  
Partner

Date : \_\_\_\_\_

## AND

**M/s. G.S. CONSTRUCTION**, a registered partnership firm being Permanent Account Number- **AANFG8527B**, having its office at 3/216/A/12, Dr. B. C. Roy Sarani, 5<sup>th</sup> lane P.O. Morepukur, P.S. Rishra, District - Hooghly, Pin- 712250, represented by its partners namely **(1) SRI ANUP SAHA**, having Permanent Account Number- **DQBPS3489F**, son of Late Balaram Saha, by Caste - Hindu, by Occupation - Business, by Nationality - Indian, of 97/1, Laxmi Polly, P.O. Morepukur, P.S. Rishra, District-Hooghly, Pin- 712250, **(2) SRI MANISH THAKUR**, having Permanent Account Number- **AMSPT8092R**, S/o. Anand Thakur, by Caste - Hindu, by Occupation - Business, by Nationality - Indian, of 3/216/A/12, Dr. B. C. Roy Sarani, 5<sup>th</sup> lane, P.O. Morepukur, P.S. Rishra, District-Hooghly, Pin- 712250. (which expression shall unless excluded by or repugnant to the context mean and include its heirs, executors, successors, administrators, representatives and assigns) herein after called the "**DEVELOPER/CONFIRMING PARTY**" of the **THIRD PART**.

**WHEREAS** Smt. Nila Rani Sarkar wife of Late Niranjan Sarkar became the absolute owner of one piece and parcel containing an area of 03 Katha 12 chattak and 00 sq.fts be a little more or less comprised in C.S.Plot No- 2548 R.S. Dag No- 2548, L.R. Dag No- 7473 L.R. Khatian No- 5567 J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, morefully described in the First Schedule hereunder by a written virtue of a registered deed of Sale by Shri. Chittaranjan Dutta son of Late Mohan Dutta which is recorded in Book No- 1, Volume No- 37, Pages No- 262 to 272, Being number 1305 for the year 1973 registered before the office of Sub-Register of Serampore under District- Hooghly.

**AND WHEREAS** due to urgent need of money the Land Owner want here to commercially exploit the said property by

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Manish Thakur  
Partner



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**AND WHEREAS** the above named Vendor is willing to develop the abovesaid landed property but she is unable to make the construction in lack of time and capital and so that they approached the **Developer** to develop the above said First Schedule Property by making construction of a storied and/or multistoried building upon the said Schedule property thereon and thereafter the Vendors entered into an Development Agreement Cum Power of Attorney with the **Developer** by virtue of written Agreement dated 21<sup>st</sup> March 2018, which is duly registered in Book No-1, Volume number- 1903-2018, Pages no- 28630 to 28668, being no-190300586 for the year 2018 in the Office of the A.R.A-III, Kolkata West Bengal

**AND WHEREAS** the **Developer** has initially decided to construct a multi storied residential building of the said premises an area of 3 kattahs 12 Chittacs and 00 square feet more or less morefully describe in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the **Portion of the said premises**) and accordingly submitted and got a building plan sanctioned being no

(hereinafter referred to as **the said Plan**) from the Rishra Municipality for construction of storied building.

**AND WHEREAS** By this agreement the Developer/Confirming Party has agreed to sell, transfer and/or convey the **Flat No.- On the .....floor** more fully described in **SECOND SCHEDULE** together with proportionate undivided impartible share and interest in the common parts and portions and land underneath the attributable to the unit, hereinafter referred to as the "said unit" and the **Purchaser** has agreed to purchase the said unit more fully describe in **SECOND SCHEDULE** on the terms and conditions and at a consideration mentioned in **THIRD SCHEDULE** hereto paid by the **Purchaser** to the Developer in the manner mentioned in **THIRD SCHEDULE** hereto provided however, that the total consideration payable by the **Purchaser** in respect of the said unit shall be calculated and/or based on final area calculation of the said unit as per certificate of the Architect

Date : \_\_\_\_\_

**SCHEDULE** hereto paid by the **Purchaser** to the Developer in the manner mentioned in **THIRD SCHEDULE** hereto provided however, that the total consideration payable by the **Purchaser** in respect of the said unit shall be calculated and/or based on final area calculation of the said unit as per certificate of the Architect and the **Purchaser** hereby confirms that the **Developer** has the right, title and interest to enter into this agreement with the **Purchaser** and the **Developer** shall execute necessary conveyance in respect of the said unit in favour of the **Purchaser**.

**AND WHEREAS** the **Purchaser** is desirous to have flat being No- \_\_\_\_\_ on the \_\_\_\_\_ Floor, measuring an Carpet area of \_\_\_\_\_ **Sq.ft.** Built up area of \_\_\_\_\_ sq. ft, and Super built up area \_\_\_\_\_ sq. ft more or less @ \_\_\_\_\_ **per sq.ft** at the above said premises fully described in the Second Schedule Property hereunder written for the total Consideration price of \_\_\_\_\_ and the Developer has accepted her proposal and the Vendors confirms the present deal under the terms and conditioned hereunder contained.

**AND WHEREAS** the **PURCHASER** herein have requested the **Owner** and **Developer** to make proper Deed of Sale in favour of the Purchaser in respect of the said flat.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the aforesaid agreement and in consideration of total sum of **Rs.** - \_\_\_\_\_ only paid by the Purchaser to the Developer (which the Owners accepts and confirm) herein towards the cost of the said flat being No- \_\_\_\_\_ on the \_\_\_\_\_ floor of premises No 6/1/C



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**Daspara Lane, Post Office-Morepukur, Police Station - Rishra, District- Hooghly under Rishra Municipality,** along with undivided proportionate share and/or interest in the land of the said premises the receipt thereof the **Developer** herein do hereby acknowledge admit and confirm and of and from the same and every part thereof quit release and discharge the **PURCHASER** or his heirs, executors, administrators, representatives and assigns and every one of them the said flat along with proportionate variable share and/or interest in the land, the **Vendor** as **Owner** do by these presents indivisible **GRANT SELL CONVEY TRANSFER ASSIGN AND ASSURE UNTO THE PURCHASER** or their heirs, executors, administrators, representatives and assigns **ALL THAT** the said flat measuring about carpet area of \_\_\_\_\_ **Sq.ft.**, Built up area of \_\_\_\_\_ sq. ft and Super built up area of \_\_\_\_\_ being flat No- \_\_\_\_\_ in the \_\_\_\_\_ **floor at 6/1/C Daspara Lane, Post Office-Morepukur, Police Station - Rishra, District- Hooghly under Rishra Municipality** (which is more fully and particularly described in the **SECOND SCHEDULE** below and hereinafter referred to as the said flat and more fully and particularly shown in the plan annexed herewith and marked with Colour **RED**) along with undivided proportionate share and/or interest in the land of the premises (which is more fully and particularly written in the **SECOND SCHEDULE** written below) together with undivided interest and right to use common area and facilities (which is more fully and described in the **Third Schedule** written below) subject to payment of common expenses to be made by the **PURCHASER** along with the

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Manish Thakur  
Partner

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fully and particularly described in the **Fourth Schedule** written hereunder) together with common use of sewerage, drains, way, passage, benefits and advantages and other rights liberties easements, quasi-easement to the said property or any part or portion thereof **TO HAVE AND TO HOLD** the same unto and the use of the **PURCHASER** absolutely and forever and the **VENDOR** do hereby covenant with the **PURCHASER** and that **NOTWITHSTANDING** any act deed matter or thing whatsoever by the **VENDOR** made done committed or knowingly suffered to the contrary the **VENDOR** now have good right full power lawful and absolute authority and indefeasible title to grant convey sell transfer and assure the said flat and undivided proportionate share and/or interest in the land hereby granted sold convey transferred or intended so to be to use of the **PURCHASER** AND THAT the **PURCHASER** shall and may at all time hereafter peaceable hold possess the said flat and undivided proportionate share of the land and will receive rent issue profits thereof without any interruption claim demand whatsoever from or by the **VENDOR** or any other person or persons claiming through or in the trust of the **VENDOR** AND FURTHER THAT the **VENDOR** and other person or persons having or claiming any estate right title interest upon or out of the said property shall and will from time to time and at all time hereafter at the request and costs of the Purchaser make do execute perfect or cause to be made done executed and perfected all as such further and other assurance acts deeds and things



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confirming the title of the said flat and undivided proportionate share of land UNTO AND TO THE USE of the **PURCHASER** ABSOLUTELY AND FOR EVER in the manner aforesaid as the **PURCHASER** may reasonably require AND THE **VENDOR** undertake and declare that if the **PURCHASER** suffers any loss due to any charges and/or litigation or due to the defect in title of the said property the Vendor will make good all losses so suffered by the **PURCHASER** and simultaneously to the execution of this Indenture the **Vendor** and **Developer** do hereby handing over possession of the said Flat to **PURCHASER** herein.

1 **FURTHER MORE THE VENDOR DECLARE AND COVENANTS**  
as follows

1. The **VENDOR** will not at any time hereafter interfere with the occupation and possession of the said flat of the **PURCHASER** and the **PURCHASER** shall enjoy the said flat as its absolute owner with right to use common area and facilities advantages including the roof of the building in common with other co-owners and vendor.
2. The **VENDOR** will have no right, title and interest in the said flat of the **PURCHASER**.
3. The **VENDOR** will all time hereafter assist the **PURCHASER** at



Date : \_\_\_\_\_

**PURCHASER** made do execute acknowledge cause to be done executed acknowledge all such further acts deeds and things for further or more particularly assuring the title of the said flat and undivided proportionate share of the land thereof.

4. The **PURCHASER** shall from time to time and all time hereafter peaceably and quietly possess and enjoy the said flat with common area and facilities and will also have right to use the roof, open space of the said building in common with other co-owners, occupiers and **Vendor**.
5. The **VENDOR** will render necessary help to the **PURCHASER** for bringing separate electric meter in his name to mutate his name in respect of the flat hereby transferred.
6. The **VENDOR** undertakes to sign at necessary papers required for making mutation in the name of individual **Purchaser** and also render necessary helps for formation of Co-operative Society and/or owner's Association and registration and mutation of the same.

II. **THE PURCHASER FURTHER COVENANTS** as follows :

- A. The **PURCHASER** after the purchase will not create any obstruction to the **DEVELOPER** to the construction of remaining portion of the Building including further

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construction of other second. floors on the roof and will allow the **DEVELOPER** its men, agents, architects, workmen and any other person at any time to carry necessary materials through the entrance and staircase to the roof or any other portion of the building.

B. The **PURCHASER** covenant with the **Vendor** and **Developer** other lawful occupiers of other flats that the **PURCHASER** shall at all times hereafter pay all common area and/or expenses required for the maintenance of the building and its common portion and such payment will be made to the **Developer** by the **Purchaser** within reasonable time as may be fixed by the **Developer** from time to time without any abatement or deduction whatsoever and shall keep the **Developer** and **Vendors** and other lawful occupiers of the other flats indemnified against all such liabilities.

C. **The PURCHASER will -**

- i) Keep the said flat hereby transferred always in good habitable and water tight condition and in particular so as to support shelter and protect the other part of the building.
- ii) Contribute and pay proportionate the costs, expenses and out-goings regularly as mentioned in the Fourth Schedule below.



Date : \_\_\_\_\_

- iii) So long the said flat of the **PURCHASER** is not separately assessed for municipal rates and taxes, to pay the municipal rates and taxes in respect of the said flat and proportionate share of land hereby transfer to the Developer proportionately.
- iv) Make good defects decay and repair the said flat or portion thereof or for which the notice in writing shall be given by the **Developer, Vendor** or lawful occupiers of the other flats or on behalf of the Society to be formed by the **Owner** of the different flats of the said Premises and for which the **PURCHASER** shall be liable hereunder to do such repair.
- v) Permit the **Developer, Vendor** and lawful occupier or Owner of the other flats or the Society formed by them and their authorized surveyors with or without workmen to enter into the flat after giving notice to view and examine the state and condition thereof.

**THE VENDOR AND DEVELOPER FURTHER DECLARE AS FOLLOWS:**

1. The **PURCHASER** shall be entitled to use the said flat as its absolute owner with right to receive rent, issues and profits

Date : \_\_\_\_\_

thereof along with right to sell, transfer, alienate without any obstruction from the Vendor and Developer.

2. That the **PURCHASER** shall be entitled to mutate his name in respect of the said flat in the records of Rishra Municipality.
3. The **Vendor and Developer** will render necessary assistance to the **PURCHASER** for smooth and absolute use of the said flat and for the purpose of mutating the name of the purchaser in the records of Rishra Municipality.
4. The **PURCHASER** shall be entitled to bring and use their own electric meter for the purpose of consumption of electricity in the said flat.
5. That the **PURCHASER** shall be entitled to use the common area for the purpose of ingress and egress to the said flat.

**AND THAT** the Vendor do hereby accord their consent for mutation and/or separation and/or apportionment of the flat in Municipal and all other government and/or so semi government and/or statutory bodies or authorities **AND DEVELOPER / CONFIRMING PARTY** confirm this Sale.

G S Construction

Manish Thakur  
Partner



Date : \_\_\_\_\_

## (THE LAND)

**ALL THAT** piece and parcel of "Bastu" land measuring an area about **03 Katha 12 chattak and 00 sq.fts** be a little more or less with **100 sq.ft R.T. SHED Structure** comprised in C.S.Plot No- 2548, R.S. Dag No- 2548, L.R. Dag No- 7473 L.R. Khatian No- 5567, J.L. No- 27, Mouza- Rishra, corresponding Municipal Holding No. 6/1/C Daspara Lane(New), P.O- Morepukur, P.S- Rishra, Pin Code- 712250, under the ambit of Rishra Municipality under District -Hooghly in the State of West Bengal butted and bounded as follows:-

**ON THE NORTH :**

**ON THE SOUTH :**

**ON THE EAST :**

**ON THE WEST :**

## THE SECOND SCHEDULE ABOVE REFERRED TO:

### (THE FLAT)

**ALL THAT** piece and parcel of proposed Residential Flat with marble flooring being **flat no- G , on the Ground floor, measuring about 350 Sq.ft.** more or less of super built up area (inclusive of 20% service area) (out of Developer's allocation) with water and electrical facilities of multi storied building erected and built upon a land mentioned in the first schedule together with undivided proportionate indivisible impartible variable share in the land of the premises being no No- 6/1/C Daspara Lane(New), P.O- Morepukur, P.S- Rishra, Pin Code- 712250, under the ambit of Rishra Municipality under District -Hooghly under the Jurisdiction of Rishra Municipality. Shown in the plan annexed herewith and marked with border Red.

**ON THE NORTH :**

**ON THE SOUTH :**

**ON THE EAST :**

**ON THE WEST :**

Date : \_\_\_\_\_

## THE THIRD SCHEDULE ABOVE REFERRED TO:

### (COMMON AREAS)

Common areas and facilities shall mean all those areas, passages and facilities situate outside the net area of the flat to be acquired/purchased by the **PURCHASER** but within the land area and which are necessary for the enjoyment of the flat(s) by the occupier/s thereof.

They are as follows:

1. Entrance corridor on the said floor.
2. Pump room, motor with corresponding electrical connection.
3. Stair case with stair ways, stair case landings leading from ground Second floor entrance to the roof.
4. Column, foundation, corridors, lobbies, stairs, stairs case, open roof terrace etc.
5. Landing and corridor on the said floor.
6. Stair room above roof level.
7. Passage leading to stair way on the said floor.
8. Semi underground reservoir.
9. Semi underground septic tank.
10. Water connection including main ferule.
11. Electric meter room/space, common electric meter with corresponding main switch common main line etc.
12. Security light in and around the building.
13. Boundary walls with pillars.
14. Main Gate/s to the entrance, open side spaces of the building etc.
15. Shower and soil line with pits and master trap within the main premises within which the building is situated.
16. Roof of the building with parapet walls columns railings & pipes and such other common parts, areas, equipments, installations, fittings, fixtures, covered and opens spaces in or about the said building as are necessary for common purposes.
17. Such other common parts, areas, equipments, installations,



Date : \_\_\_\_\_

fixtures, fittings and space in or about the said building as are necessary for the use and occupancy of the flat/unit in common as are specified by the Owner/Developer to be common parts after construction of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATION)**

**STRUCTURE**

R.C.C framed structure as per design and specification of the Architect.

**WALLS**

Brick/RCC walls, both internal and external as per design and specification of the Architect.

**INTERIOR FINISH.**

Plaster of paris/Birla wall putty/Cement wash on all internal surfaces except where there is tile or stone cladding.

**WINDOWS**

All windows would have sliding/Casement Aluminium as per design and specification of the Architect.

**DOORS**

Flush door

Toilet Door

**FLOORING**

Living/Dinning room: Marble or Tiles as per Selection of the Purchaser.

Bed Rooms: Marble or Tiles as per Selection of the Purchaser.

Kitchen: Marble or Tiles as per Selection of the Purchaser.

Toilet: Marble or Tiles as per Selection of the Purchaser.

**SANITARY**

A. WC with showers and Wash Basin of Standard make.

B. Chromium plated fittings of standard make.

C. Provision for Hot & Cold lines in Toilets.

These shall be as per the design and specification of the **Developer.**

Date : \_\_\_\_\_

Ultra Tech Cement.

1 No Super Brick

## **ELECTRICALS**

Concealed Copper wiring would be provided in the flats as well as the circulation areas with adequate number of plug points and plastic moulded switches of standard make.

Other facilities like for A.C. wiring, Geezer and etc will have to bear the necessary cost by the **Purchaser**.

## **LIFT**

6 passenger lift of reputed make in the Building.

## **WATER AND PLUMBING**

Water Pump, water reservoir, water tanks, water pipes, and tube well as per the design and specification of the **Developer**.

## **COMMON**

A. All the inside common areas of the said building are to be finished with Birla Wall Putty.

B. The said unit will have its own transformer.

## **THE FIFTH SCHEDULE ABOVE REFERRED TO**

### (COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common portions including the outer walls of the building and boundary wall.
2. The salaries and other expenses of all persons employed for the common purposes, insurance premium, if any, of the said premises.
3. Expenses and deposits for supplies of common utilities to the co-owners.
4. Municipal and other rates taxes and levies and all other outgoing save those separately assessed or incurred in respect of any Unit.
5. Litigation expenses incurred of the common purposes.

Date : \_\_\_\_\_

6. Office expenses incurred for maintaining the office for common purposes

**IN WITNESS WHEREOF** the parties hereto have executed these

Presents the day, month and year first above written.

**SIGNED SEALED AND DELIVERED**

By the **VENDOR** at Kolkata in the

Presence of:

1. Radhe 

2. Bimlesh Jha

**SIGNATURE OF THE PURCHASER**

G S Construction

Manish Thakur  
Partner

**SIGNATURE OF THE DEVELOPER**

Drafted by Me

ANAND JHA

Advocate

High Court , Calcutta