

DEED OF SALE OF FLAT

This DEED OF SALE is made and executed at _____ on this _____ day of _____, Two Thousand _____

BETWEEN

1. Parties:

1) KHADIJA BIBI (having PAN No. BAYPB2872C), wife of Sawkat Ali Laskar, by faith – Muslim, by nationality – Indian, by Occupation – Business, residing at Village – Chakpachuria, Post Office – Chakpachuria, Police Station – New Town (formerly Rajarhat), Kolkata – 700 156, District – North 24 Parganas, 2) SMT. PANCHAMI NASKAR alias PANCHAMI BALA NASKAR (having PAN – BEEP4955A) wife of Sri Kantiram Naskar, by faith – Hindu, by Nationality – Indian, by Occupation – Housewife, and, 3) SMT. BARNALI MONDAL (having PAN – CIOPM2869R) wife of Sri Rajkumar Mondal, by faith – Hindu, by Nationality – Indian, by occupation – Housewife, both residing at Village – Kada, Post Office – Akandakeshari, Police Station – Rajarhat, Kolkata – 700 135, District – North 24 Parganas, District – North 24 Parganas, being duly represented by their constituted attorney M/S. DHARITRI INFRAVENTURE PVT. LTD., Herein after referred to and called as the “OWNER(S)/ VENDOR(S)”

AND

M/S. DHARITRI INFRAVENTURE PVT. LTD. (having PAN AAFCD3234P), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Premises No. DN-51, Merlin Infinite, Unit- 606, Sector- V, Salt Lake City, Kolkata-700091, being represented by one of its Directors SRI VICKY SINGH (having PAN - CIEPS6214G), son of Late Ranjit Singh, by faith – Hindu, by nationality – Indian, by occupation – Service, residing at 5/H/1, BAGMARI ROAD MANIKTALA KOLKATA 700054, hereinafter referred to and called as the ‘DEVELOPER’

AND

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

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.

2. RECITALS:

The Devolution of title regarding 49.5 (Forty Nine Point Five) Decimals equivalent to 1 (One) Bigha 10 (Ten) Cottahs be the same a little more or less lying situate at Mouza – Hudarait, J. L. No. 54, R.S. No. 224, Touzi No. 10, Pargana – Kalikata comprised in **R.S. & L.R Dag No. 2673** appertaining **R.S. Khatian No.- 260 corresponding to L.R. Khatian Nos. 1616, 1933 & 2197** under the police station- Rajarhat within the limits Chandpur Gram panchayet, Additional District sub Registration office at Bidhannagar in the District of North 24-parganas hereinafter referred to as **“THE SAID PREMISES”** are as follows:

i) That one Narendra Nath Mondal while seized and possessed of ALL THAT piece and parcel of a plot of danga land containing by estimation an area of **49.50 Decimals** be the same a little more or less out of **3.69 Acres** including all easement rights and appurtenances thereto lying situate at Mouza – Hudrait, J. L. No. 54, Pargana – Kalikata comprised in **R.S. Dag No. 224**, Touzi No- 10 comprise in C.S Dag No. 2666 corresponding to **R.S. & L.R Dag No. 2673** appertaining to R.S Khatian No. 260 corresponding to L.R Krishi Khaitian No. 477& 943 under the police Station of Rajarhaat within the limits of Chandpur Gram Panchayet in the district of North- 24 Parganas particularly mentioned and described in the schedule there under written from therein named, sold, transferred and conveyed the entire land to 1) Dhananjoy Naskar, 2) Sri Sanjay Naskar, both are the sons of Hazari Pada Naskar, who were jointly entitled of 24.75 decimal of land and 3) Mrityunjoy Naskar, son of Ajit Naskar, who was entitled of the remaining 24.75 decimal of land, by virtue of a Deed of Kobala dated **5th day of June, 1987**

duly registered in the office of the Additional District Sub Registrar at Bidhannagar (Salt lake City), in Book No. I, Volume No. 55, Pages 119 to 126, Being No. 2697 for the year 1987, free from all encumbrances whatsoever, particularly mentioned and described in the **Part – III, First Schedule** hereunder written.

ii) While remained in absolute possession and enjoyment thereof the said Sanjay Naskar died intestate as a bachelor, leaving behind him his surviving mother namely Smt. Parul Naskar, wife of Sri Hajari Pada Naskar as his only legal heir and successor and accordingly upon the demise of the said Sanjay Naskar his undivided half share of the said land measuring an area of 24.75 decimals left by him devolved upon his said legal heir and successor in accordance with the Hindu Law of Succession.

iii) Thereafter By virtue of a Deed of Kobala dated 28th day of March, 2005 corresponding to 14th Chaitra, 1411 B.S duly registered in the office of the Additional District Sub- Registrar at Bidhannagar (Salt Lake City) recorded in Book No. 1, Volume No. 197, Pages 23 to 36, Being No. 3190 for the year 2006, Sri Dhananjay Naskar, Smt. Parul Naskar, Sri Hajari Pada Naskar and Smt. Jharna Naskar (Roy), indefeasibly sold transferred conveyed, assigned and assured for the consideration therein mentioned, ALL THAT piece and parcel of the said plot of land and premises containing by estimation an area of **24.75 Decimals** be the same a little more or less being the ½ share of the said land measuring an area of 49.50 Decimals including all easement rights and appurtenances thereto lying corresponding to L.R Krishi Khaitian Nos. 477, 943, 1489 & 1490 under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayat in the District of North 24 Parganas particularly mentioned and described in the Schedule there under written unto and in favour of the **Owner herein** namely **Khadija Bibi** free from all encumbrances whatsoever.

iv) After Purchase of the said plot of land the **Owner herein** namely, Khadija Bibi mutated her name in respect thereof in the record of rights of the concerned B.L & L.R. Office under the **L.R. Khatian No. 1933** upon payment of relevant Khajanas thereof to the concerned authority. Thus the said Khadija Bibi, became owner of **R.S. & L.R. Dag No. 2673** appertaining to **L.R. Khatian No. 1933** under the Police Station of Rajarhat within the limits of Chandpur Gram Panchy et in the District of

North 24- Parganas particularly mentioned and described in the **Part – I, First Schedule** hereunder written and hereinafter referred to as the **“FIRST PROPERTY”**

v) After purchase of the said plot of land the Mrityunjay Naskar alias Kartick Naskar, the Purchaser No. 3, in respect of the “Mother Land”, mutated his name in respect thereof in the record of rights of the concerned B.L & L.R. Office under krishi Khatian No. 1491 upon payment of relevant Khajanas thereof to the said concerned authority.

vi) Thereafter by virtue of a Deed of Kobala dated 19th day of July, 2010 corresponding to 2nd Shravana, 1417 B.S. duly registered in the office of the Additional District Sub- Registrar at Bidhannagar (Salt Lake City) in Book No. 1, CD volume No. 12, Pages 12518 to 12526, Being No. 07437 of the year 2010, the said Sri Mrityunjay Naskar and assured for the consideration therein mentioned sold **ALL THAT** piece or parcel of his share of land admeasuring an area of **24.75 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza- Hudarait, J.L. No. 54, Pargana- Kalikata, R.S. No. 224, Touzi No. 10 comprised in R.S. & L.R. Das No. 2673 appertaining to Krishi Khatian No. 1491 under the Police Station of Rajarhat within the limits of Chandpur Gram Panchayet in the District of North 24- Parganas particularly mentioned and described in the Schedule there under written unto and in favour of the **Owner nos. 2 and 3 herein, namely Smt. Panchami Naskar alias Panchami Bala Naskar** and **Smt. Barnali Mondal** free from all encumbrances whatsoever.

vii) After purchase of the said plot of land the owners herein the said Smt. Panchami Naskar alias Panchami Bala Naskar and Smt. Barnali Mondal mutated their names in respect thereof in the record of rights of the concerned B.L. & L.R. Office under **L.R. Khatian Nos. 1616 & 2197** upon payment of relevant Khajanas thereof to the said concerned authority particularly mentioned and described in the **PART – II, First Schedule** hereunder written and hereinafter referred to as the **“SECOND PROPERTY”**

viii) Thereafter, the owners, herein, desirous of developing the said “Mother

land", approached the Developer for the same. Accordingly, the owner no. 1 separately and owner nos. 2 and 3 jointly, vide two separate Development Agreements **1)** recorded in Book No. I, Volume no. 1523-2018, Pages 25174 to 25214 being No. 152300331 for the year 2018 dated 11th January, 2018, A.D.S.R. Rajarhat and **2)** recorded in Book No. I, Volume no. 1502-2018, Pages 28864 to 28912 being No. 150201022 for the year 2018 dated 14th March, 2018, respectively, both are duly registered with the office of D.S.R. II, North 24 Parganas, and for the purpose of the same two Development Power of Attorneys were also granted in favour of the above named Developer 1) duly recorded in Book No. I, Volume no. 1523-2018, Pages 24642 to 24667 being No. 152300344 for the year 2018 dated 11th January, 2018, registered with the office of A.D.S.R.,Rajarhat, North 24 Parganas, and 2) recorded in Book No. I, Volume no. 1502-2018, Pages 30702 to 30736 being No. 150201090 for the year 2018 dated 19th March, 2018, duly registered with the office of D.S.R. II, North 24 Parganas, respectively, appointed the Developer to carry on with the development and construction on the said Mother Land, and also agreed to the terms and conditions encrypted therein.

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 the piece and parcel of land measuring 49.5 (Forty Nine Point Five) Decimals equivalent to 1 (One) Bigha 10 (Ten) Cottahs be the same a little more or less lying situate at Mouza – Hudarait, J. L. No. 54, R.S. No. 224, Touzi No. 10, Pargana – Kalikata comprised in R.S. & L.R Dag No. 2673 appertaining R.S. Khatian No.- 260 corresponding to L.R. Khatian Nos. 1616, 1933 & 2197 under the police station- Rajarhat within the limits Chandpur Gram panchayet, Additional District sub Registration office at Bidhannagar in the District of North 24-parganas I, butted and bounded as follows:

ON THE NORTH : BY Part of R.S. & L.R Dag No. 2673

ON THE SOUTH : BY R.S. L.R. Dag No. 2684 & 2685

ON THE EAST : BY Part of R.S. & L.R Dag No. 2673 & 2675

ON THE WEST : BY Part of R.S. & L.R Dag No. 2683 & 2654

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated called known numbered described or distinguished.

THE SCHEDULE "B" ABOVE REFERRED TO -

[Description of the Flat/Unit]

ALL THAT piece and parcel of a demarcated self-contained residential being No..... on theFloor, in Block-....., having measurement of sq. ft. Super built up area moreor lesscomprising of....., with Flooring , from Developer's Allocation within the G Plus..... Building, of age years, the property being not tenanted , the property being not litigated , within the Complex named "ROYAL ENCLAVE" 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.-....., Road ,Being Premises No.-....., Road....., Pin, under Ward No.-....., within theMunicipality / Municipal Corporation, under the office of,under P.S.-, District-.....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 -

A. Common Areas & Installations at the Designated Block :

- (i) Staircase, landing and passage with glass panes and stair-cover on the ultimate roof.
- (ii) Concealed Electrical wiring and fittings and fixtures for lightening the staircase, common areas, lobby and landing for operating the lift of the Designated Block.
- (iii) One Life with all machineries, accessories and equipments (including the lift machine room) and lift well for installing the same in the Designated Block.
- (iv) Ultimate Roof of the Building subject to exceptions, reservations and rights of the Vendor herein.
- (v) Electrical installations with main switch and meter and space required therefore in the Building.
- (vi) One Overhead water tank with water distribution pipes from such Overhead water tank connecting to the different Flats/Units of the Building.
- (vii) Water waste and sewerage evacuation pipes and drains from the units to drains and sewers common to the Building.

(viii) Such other areas, installations and / or facilities as the Vendor may from time to time specify to form part of the Common Areas and Installations of the Designated Block.

B. Common Areas & Installations at the Designated Premises :

- (i) Electrical installations and the accessories and wirings in respect of the Building and the space required thereof, if installed (and if installed then the extra costs as specified herein).
- (ii) Underground/overhead water reservoir, water pump with motor with water distribution pipes to the Overhead water tank of said Building. Panchayet Water supply with water filtration plant for water supply.
- (iii) Water waste and sewerage evacuation pipes and drains from the several Buildings to the Panchayet drains.
- (iv) DG Set, (if Installed) its panels, accessories and wirings and space for installation of the same.
- (v) Such other areas, installations and / or facilities as the Vendor may from time to time specify to form part of the Common Areas and Installations of the Housing Complex.

(Specifications as regards constructions of and fittings and fixtures to be provided in the Flat/Unit)

CONCRETE:

R.C.C. works of Beams, Slabs, Lintels, and Chajjas etc. will be done as required basis, Water proofing and roof treatment will be provided at the time of finish.

PLASTERING:

(a) 12mm thick inside plaster with sand and cement mortar as per site requirement.

FLOORING:

- (a) Tiles with Skirting.
- (b) Side wall of Toilet will be finished with glazed tiles 6'ft.height.
- (c) Colored Glazed Tiles to be fixed on wall of kitchen height up to 2' ft. from cooking slab (black stone).

STAIRCASE:

Stair will be finished with Marble (Kota).

WINDOWS:

Aluminum window (Grill only on Customer Requirement which is chargeable.)

BRICK WORKS:

- (a) 10", 8" & 5" thickness brickwork will be done as required basis (as elevation is concerned).
- (b) 3" thickness brickwork will be done only internal partition.

SANITARY & WATER SUPPLY:

- (a) P.V.C. Pipes for external line.
- (b) Overhead reservoir will be R.C.C.
- (c) P.V.C. Rain water pipe for water disposal.
- (d) Concealed pipe line will be used for Toilet and Kitchen.
- (e) Porcelain white English pan for Toilet.
- (f) Stainless Steel Sink and Black stone top for Kitchen.
- (g) One porcelain wash basin.

DOOR:

Door Frames will be made of standard non sinking wood. All doors will be Flush Type (ISI Mark).

PAINTING:

Outside wall of the building will be colour painting and inside walls of all flats will be plaster of Paris.

ELECTRIFICATION:

- (a) Concealed wiring.
- (b) 2 (two) light points, 1 (one) Fan point and 5 Amp. Plug point in each Bed Room.
- (c) 2 (two) Light points, 1 (one) Fan Point, 1 (one) 5Amp. Point, One Television Point and 1 (one) Fridge Point and Drawing/Living Room.
- (d) 1 (one) Calling Bell Point at Main Door.
- (e) 1 (one) Light Point, one 5 Amp. Plug and One Chimney / Exhaust Fan point at Kitchen.
- (f) One Light Point and One Exhaust Fan Point in Toilet.
- (g) One Light Point in the Balcony plus One 5 Amp. Plug point.
- (h) AC point in Master bedroom.

EXTERNAL AMENITIES:

- a) Play Ground
- b) Amphi theater
- c) Club house
- d) Chess room
- e) Children Play Area
- f) Community Party Lawn
- g) Sewage Treatment
- h) Maintenance Office
- i) Housekeeping Facilities
- j) Wet & Dry Garbage Pit
- k) Swimming Pool


- l) Landscaped Garden
- m) Fountain
- n) Garden Walkway
- o) Intercom Connectivity
- p) Power Backup for Lift & Common Areas
- q) Guard house
- r) Close Circuit TV

LIFT:

Lift will be provided of reputed Company.

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.

Dharitri Infraculture Pvt. Ltd.



Director

Signature of the Vendor / developer(s)

Signature of the Purchaser (S)

WITNESSES :

SIGNED, SEALED AND DELIVERED

by the Parties at _____ in the presence of :

1.

2

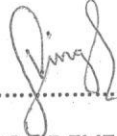
Drafted by me:

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.....

Dharitri Infraventure Pvt. Ltd.



.....
Director

SINGATURE OF DEVELOPER / VENDOR

Witnesses:

1.

2.