

## DEED OF SALE

**Within P.S. Burdwan & Dist. Purba Burdwan**

**Within Burdwan Municipality, Mouza - Ichhlabad**

**Flat Area : .....sq. ft. (Super Built - Up Area)**

**Consideration Amount : Rs. ..../-**

**Government Assessment Value : Rs. ..../-**

**THIS DEED OF SALE is made on this ..... day of  
.....' 2021**

### **BETWEEN**

- 1. SRI BISWAJIT DAS** son of Kali Pada Das (**PAN : AKVPD2280N**), by faith - Hindu, by occupation - Business,
- 2. SRI ARABINDA DAS** son of Kali Pada Das (**PAN : CMFPD0711G**), by faith - Hindu, by occupation - Business,
- 3. SMT. BASANTI DAS (BANIK)** daughter of Kali Pada Das (**PAN : BZPPB8675P**), by faith - Hindu, by occupation - House wife,

**All** are resident of 5 No. Ichhlabad, P.O. - Sripally, P.S. - Burdwan, District - Purba Burdwan, PIN - 713102, W.B., hereinafter called the "**LAND OWNERS / VENDORS**" all are represented through their constituted Power of Attorney Holder **SRI BHASKAR GHOSH**, son of Bhawani Ghosh (**PAN No. AHWPG6681J**), by faith - Hindu, by occupation - Business, residing at Chotonilpur, P.O., P.S. & District - Burdwan, *vide. Registered Development Power of Attorney, Execution dated 10-02-2020, being No. 1037 for the year 2020 at A.D.S.R., Burdwan* (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representative and assigns) of the **FIRST PART**.

### **AND**

**"NIRMAN INFRASTRUCTURES"**, a sole proprietorship concern, having its registered business office at 63 R.N. Guha Road, P.O. & P.S. - Dum Dum,

District - North 24 Parganas, Kolkata - 700028, represented by its sole proprietor **SRI BHASKAR GHOSH**, son of Bhawani Ghosh, by faith - Hindu, by occupation - Business, residing at Chotonilpur, P.O., P.S. & District - Burdwan (**PAN No. AHWPG6681J**), hereinafter referred to and known as the **“DEVELOPER/CONFIRMING PARTY”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **SECOND PART.**

**AND**

1. **SRI/ SMT.** ..... son/wife of  
....., by faith - ....., by Nationality -  
Indian, by Occupation - ....., **PAN** :  
.....,

2. **SRI/ SMT.** ..... son/wife of  
....., by faith - ....., by Nationality -  
Indian, by Occupation - ....., **PAN** :  
....., ,

**Both** are resident of ....., P.O. ....., P.S. -  
....., District - ....., Pin -  
....., West Bengal, both herein after referred to as the **“PURCHASER”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) of the **OTHER PART.**

**WHEREAS** the First Schedule mentioned property situated at at **Mouza - Ichhlabad**, J.L. No. 75, L.R. Khatian No. 9658, 11530 & 9375, comprised in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255**, within the limits of **Burdwan Municipality**, Ward No. 11, Holding No. 291 at Ichlabazar Mohalla, P.O. - Sripally, P.S. - Burdwan, District - Purba Burdwan, in the State of West Bengal, previously owned and possessed by Kalipada Das, he got the said property from the Governor of West Bengal by virtue of a Registered Deed of Indenture being No. 330 of 1988, dated 27.06.1988, registered before Additional

District Registrar of Burdwan, where Kalipada Das as **Donee AND** Governor of West Bengal as **Donor**.

**AND WHEREAS** while the said Kalipada Das was in possession, he transferred 1526 sq. ft. land in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255** to Biswajit Das a by virtue of a Registered Deed of Gift being No. 4448 of 2011, dated 09/06/2011, registered before A.D.S.R., Burdwan, where Biswajit Das as **Donee AND** Kalipada Das as **Donor**. That by another Registered Deed of Gift being No. 4446 of 2005, dated 23/08/2005, registered before A.D.S.R., Burdwan, where Kalipada Das transferred more 1083 sq. ft. land in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255** to Biswajit Das.

**AND WHEREAS** by another Registered Deed of Gift being No. 4449 of 2011, dated 09/06/2011, registered before A.D.S.R., Burdwan, where Kalipada Das transferred 1897 sq. ft. land in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255** to Arabinda Das.

**AND WHEREAS** by an separate Registered Deed of Gift being No. 4450 of 2011, dated 09/06/2011, registered before A.D.S.R., Burdwan, where Kalipada Das transferred 329 sq. ft. land in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255** to Basanti Das (Banik).

**AND WHEREAS** sole owner and possessor of 4835 sq. ft. Bastu land (more or less) in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255 of Mouza - Ichlabad, said** Biswajit Das, Arabinda Das & Basanti Das (Banik) i.e. the present Land Owners acquired right title interest and possession thereon and they recorded their names in the L.R. Records of Rights, under L.R. Khatian Nos. 9658, 11530 & 9375 of Mouza - Ichlabad by paying Govt. Revenue to the Govt. of W.B. and being the present Land Owner said Biswajit Das, Arabinda Das & Basanti Das (Banik) also paid Tax to Burdwan Municipality.

**AND WHEREAS** the LAND OWNERS are absolutely seized and posses and absolutely entitled the 4835 sq. ft. Bastu land (more or less) morefully and particularly described in First schedule below which is free from encumbrances and they wanted to construct a multistoried building on the aforesaid property by appointing a promoter / Developer on Joint Venture basis.

**AND WHEREAS** accordingly Land Owners offered the **DEVELOPER** to develop the said land by raising a new multi - storied building on the “First” Schedule land.

**AND WHEREAS** being offered so the Developer enquired about the **VENDORS** title and possession in respect of the said land and on searching and inspection of documents ‘of title the **DEVELOPER** being satisfied regarding the title of the said land, accepted the offer and agreed to develop the said land on joint venture basis and the **VENDORS** and the **DEVELOPER** have come to a consensus with regard to Development of the said land on joint venture basis.

**AND WHEREAS** the owners of the land i.e. Biswajit Das, Arabinda Das & Basanti Das (Banik) entered into a Registered Development Agreement being No. 6986 for the year 2018, execution dated 16/08/2018, registered at the office of A.D.S.R, Burdwan, with the Developer “**NIRMAN INFRASTRUCTURES**” and thereafter the said Land Owner i.e. Biswajit Das, Arabinda Das & Basanti Das (Banik) also executed a *Registered Development Power of Attorney, Execution dated 10-02-2020, being No. 1037 for the year 2020 at A.D.S.R., Burdwan*, by which they appointed Developer - SRI BHASKAR GHOSH as constituted attorney on their behalf of do all such acts and things as stipulated therein the Power of Attorney and they entered into a Development Agreement. According terms of agreement in between them as also the POA (Power of Attorney) granted in favour of Developer, the Developer got sanctioned building plan vide. sanctioned Plan being Regd No. 1481, dated 05/10/2018 for construction but in the name of Biswajit Das, Arabinda Das & Basanti Das (Banik), being sanctioned residential cum commercial building for construction of G + IV building with car parking space upon the property as mentioned above.

**AND WHEREAS** by virtue of the said Agreement and as constituted attorney the **DEVELOPER/ SECOND PARTY** intended to sell and dispose of the **FLATS, CAR PARKING SPACE** and other spaces with undivided proportionate share in land in the newly constructed building.

**AND WHEREAS** the Purchaser i.e. the party of the **OTHER PART** decided to purchase **one residential Flat being No. ....”** on the ..... **Floor, Measuring - ..... sq. ft. (Super Built - Up Area)** of the ..... side **TOGETHER WITH** undivided proportionate share in land, Purchasers approached to developer and the developer agree to sell the said flat with

undivided proportionate share in land and common benefits for a total consideration of **Rs.** ..... **(Rupees** .....) only.

**AND WHEREAS** the Purchasers has collected all the copies of title deeds, agreement, power of attorney and other related documents and confirms to have inspected and examined the title of the premises referred to in the First Schedule and fully satisfied with the marketable title of the land owners and the Purchasers has also inspected the various Agreements, power of attorney herein before referred and also the building plan duly sanctioned by the Burdwan Municipality and also satisfied and convinced with the right of the Developer to enter into agreements for sale of the flats and parking space together with proportionate share in land and agrees not to raise any objection thereto in future and accordingly entered into an agreement to purchase the said Flat.

**AND WHEREAS** the said Flat has since completed in habitable condition and Purchasers has paid the full contractual amount of **Rs.** ..... **(Rupees** .....) only through cheques and cash being the total sale proceed which includes the cost of land share and cost of the Flat to the Developer/ Confirming Party and has got delivery of possession of the Flat to the satisfaction and have now requested the Vendors and Developer/Confirming Party to transfer the said Flat in his favour by a registered deed of conveyance.

**AND WHEREAS** the Developer/ Confirming Party has paid full contractual consideration money to the Vendors towards cost of the land and there is no reciprocal financial liabilities between the Vendors and Developer/ Confirming Party.

**NOW THIS INDENTURE WITNESSETH THAT** in pursuance of the said Agreement and by virtue of power of attorney and in consideration of **Rs.** ..... **(Rupees** .....) only paid through Cash / Cheque by the Purchasers to the Developer / Confirming Party which includes the cost of the proportionate share in land and as well as the cost of the Flat in concurrence and consent of the Vendors, the receipt where of the Developer / Confirming party doth for self and as attorney of the Vendors hereunder admit and acknowledge as per memo below and of and from the payment of the same forever release, discharge and acquit the Purchasers and

the said undivided share of land at the premises referred to in the First Schedule herein and the said Flat is referred to in the Second Schedule with rights in common areas and benefits attributable to the said Flat and all appurtenances thereto and the Vendors doth hereby grant, sell, convey, transfer, assign and assure **ALL THAT** Flat together with undivided proportionate share in land attributable to the Flat fully described in the Second Schedule hereunder written together with all common rights and facilities attributable thereto referred to in Third Schedule in favour of the Purchaser/s and the Developer / Confirming Party doth hereby concur and confirm the sale and hereunder release discharge and acquit and transfer the Purchaser/s all that the said Flat together and common benefits fully described in the Schedule hereunder written in the newly constructed building lying and situate at the premises referred to in the First Schedule hereinafter and the Vendors and Developer/ Confirming doth hereby jointly grant, sell convey, transfer, assign, and assure unto the Purchasers **TO HAVE AND TO HOLD ALL THAT** all that undivided proportionate share in land and the said Flat and the reversion or reversions, remainder or remainders and the rents, issues and profits and all the estate, rights title, interest, property, claim and demand whatsoever of the Vendors and Developer/Confirming unto or upon the Purchasers and the said Flat and all other benefits hereby granted, sold, conveyed transferred assigned and assured or expressed so to be **TOGETHER FURTHER WITH** and subject to the easements or quasi-easements and other stipulations and provisions in connections with the beneficial common use and enjoyment of the said Flat and all other benefits and rights hereby granted sold, conveyed, transferred, assigned and assured or expressly so **AND ALSO SUBJECT** to the Purchasers paying and discharging all proportionate taxes, impositions and other common expenses, service charges and maintenance charges relating to the premises referred to in the Fourth Schedule herein.

**THE VENDORS AND THE DEVELOPER/CONFIRMING PARTY DOTH HEREBY CONVENANT WITH THE PURCHASERS as follows :-**

1. That the interest which each of the Vendor and the Developer/ Confirming Party profess to transfer subsist and he has respective right, absolute authority and full power to grant, convey, transfer and assure the undivided impartibly share in land and the said Flat including common areas and facilities respectively. Be it mentioned here that all the

term/word of Masculine Gender shall include feminine gender and vice versa AND Singular Number shall include plural number and vice versa.

2. The Purchasers shall have absolute and unfettered proprietary right to the said Flat such as of the Vendor and the Developer/Confirming Party derive from their respective right, title and interest save and except demolishing and committing waster in respect of the property.
3. The Purchasers being absolute owner shall have the rights to sell, transfer, mortgage lease or otherwise alienate and encumber the property hereby conveyed without interference of any person or persons.
4. The Vendor and Developer/Confirming Party shall from to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers make do acknowledge, exercise, execute and register and cause to be made, done and registered all such further deed/ deeds as shall be reasonable required to perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the right , title and interest of the conveyed property and the right of use and enjoyment of common user facilities attributable thereto.
5. The unsold saleable space on the basement, car parking and top roof of the building shall remain property of the Developer / Confirming Party. The Developer shall have full and exclusive right, title and interest of the top floor roof with right to erect further structure thereon and to deal with and further shall have full right and authority to sale, install tower for mobile cell operator on the ultimate top roof with all rights and facilities of common area and benefits now being enjoyed by the Developer and other units holder as the Developer /Confirming Party think fit and proper and the said spaces on the basement and top roof shall not be treated as common portion of the building.

**THE PURCHASERS DOTH HEREBY COVENANT AND AGREE WITH THE VENDOR AND DEVELOPER/CONFIRMING PARTY AS FOLLOWS : -**

1. The Purchaser/s neither have not shall claim from the Vendor of from the Developer/Confirming Party any right, title and interest in any other part or portion of the building save and except the flat hereunder conveyed but

shall have common rights and facilities and benefits provided only in third Schedule hereunder written.

2. The Purchasers shall not at any time claim partition of the undivided proportionate share in the land or the common portion and common areas and facilities.
3. The Purchasers shall use the for purpose of Flat only. The Purchasers shall regularly and punctually pay the proportionate share of common expenses from the date of delivery of possession of the for purpose.
4. The Purchasers along with other owners of all other portions of the Building shall form a service organization for management and maintenance of the building and shall abide by the rules and regulation and bye laws of the said Association or Organization as the case may be.
5. The Purchasers shall not keep or throw, dirt, rubbish rags refuse or other articles in the stairs or in common passage in the said buildings and shall not block the common passage in any manner whatsoever.
6. The Purchasers shall not store any inflammable, combustible explosive or offensive and hazardous articles in the building.
7. That the terms, conditions and stipulations made herein contained shall be final and conclusive and shall prevail over any other contrary conditions and stipulations made herein before.
8. That the Purchasers hereby admit that the Vendors along with confirming parties had complied all terms and conditions of agreement for sale and the Purchaser also admitted that he got the photocopy of all property related document and the purchaser also satisfied with construction of the building after verification.
9. That the Purchasers will pay all charges of Municipal tax and revenue and other payable statutory charges in respect of the purchased property and other facilities as described in this indenture.
10. That so long the society or association is not form for the purpose of utilizing common facilities, electricity etc. without arising any objection whatsoever and in default of payment of any one monthly bill for the same the vendors shall have the full and absolute right to disconnect and



discontinue any such facilities/electric connection till the amount of bill is not paid AND the Purchasers further agrees and covenant with the vendors that so long the Municipal rate and taxes and other levies are not being assessed separately by the authority concerned in respect of the said land and premises the Purchasers will pay the appropriate rates, taxes, charges and all outgoings as will be fixed by vendors without rising any objection whatsoever and in default of payment of any two monthly bills within seven from the date of the bill the vendor shall have the unfettered right to disconnect or discontinued the facilities which have been agreed to be given by the vendors to the Purchasers without giving any further notice to the Purchasers and the Purchasers covenant and agrees to observe perform and comply with the terms and condition set out and mentioning various clauses of the fourth schedule hereunder written.

**THE FIRST SCHEDULE ABOVE REFERRED TO THE PREMISES.**

**ALL THAT** piece and parcel of bastu land measuring about 4835 sq. ft. Bastu land situated at **Mouza - Ichhlabad**, J.L. No. 75, L.R. Khatian No. 9658, 11530 & 9375, comprised in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255**, within the limits of **Burdwan Municipality**, Ward No. 11, Holding No. 291 at Ichlabazar Mohalla, P.O. - Sripally, P.S. - Burdwan, District - Purba Burdwan, in the State of West Bengal, which is butted and bounded as follows :

- On the North** : Property of Mr. S. Lahiri  
**On the South** : 21 ft. wide Coloney Road (UMR 11)  
**On the East** : 12 ft. wide Coloney Road (UMR 11)  
**On the West** : Building of Amiya Prova Roy

**SECOND SCHEDULE REFERRED TO AS ABOVE**

**(Description of the said Flat)**

**ALL THAT** one self-contained **one residential Flat being No. ....**” on the ..... **Floor, Measuring - ..... sq. ft. (Super Built - Up Area)** of the ..... side **TOGETHER WITH** undivided proportionate impartible share in the land of the G+IV multi storied building, which is morefully and particularly described in the FIRST SCHEDULE written above togetherwith proportionate undivided and impartiable share of land of the said premises with common rights in the common area and facility of the said

building and the premises alongwith all other rights and facilities of the building / premises for beneifical use and enjoyment of the said flat and liable to pay all common expenses alongwith other flat owners of the said G+IV multi storied building under construction in Ward No. 11 bearing Holding No. 291, Ichlabazar Mohalla, P.S. - Burdwan, District - Purba Burdwan also under A.D.S.R. Office Burdwan within the local limit of the Burdwan Municipality, which is shown Red color in the annexed sketch map.

**THE THIRD SCHEDULE REFERRED TO COMMON AREAS**

- a) The land described in the First Schedule hereinabove.
- b) Stair case, Lift, landings
- c) Overhead water tank, underground water reservoir and distribution pipes to different flats.
- d) Electrical wiring from ground floor to the flats respectively and switches.
- e) Water and sewerage evacuation pipes from the flats to drains, sewer common to the said building.
- f) Areas or parts of the buildings to be required for ingress to and egress from the respective flats and staircase.
- g) Meter, meter space, pump, pump roof shall remain common amongst the flat owners/ occupiers of the said premises.

**THE FOURTH SCHEDULE ABOVE REFERRED TO  
COMMON EXPENSES**

- 1) Drains, sewer and pipes from the building to the municipal duties;
- 2) Electrical installations including transformer and sub-station for receiving and distributing electricity;
- 3) Electrical wiring fitting and other accessories for lighting the stair case lobby and other common areas;
- 4) Water sewerage evacuation pipes from the said unit to drains and sewerage common to the building;
- 5) Main gate to the premises and building ;

The Sale Value of the property is **Rs. ....**/- (**Rupees .....**) only and Government Assessment Value of

the property is **Rs. ....**/- only, hence this deed has been prepared upon the stamp valued at Rs. 5000/- and the deficit the stamp duty & registration fees has been paid by net banking.

The photos, finger prints, signatures of the parties are annexed herewith in separate sheets, which will be treated as the part of this deed.

**IN WITNESS WHERE** of the Vendors & Developer and the purchaser hereto set and subscribed in their respective hand and seals on the present .....**day of .....**' **2021**.

**SIGNED, SEALED AND DELIVERED**

**Witness :**

**1.**

**2.**