TITLE DEED OF SALE

POLICE STATION: BANKURA.

DISTRICT: BANKURA.

Sale Value :- Rs. _____

Flat Area :- _____ Sq.Ft. (Super Build Up)

_____ Sq.ft. (Carpet Area)

Car Parking Area :- _____ Sq.Ft

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DEED	OF	SALE	IS	MADE	ON	THIS _		DAY	OF
			DEED OF SALE 2019.					2019.	

BETWEEN

1) MRS. SUMITA KUNDU (PAN: AFQPK8044R), Aadhar No - 8030 8696 3790, wife of Mr. Tarun Kumar Kundu, Occupation Business, 2) MR. ARIJIT KUNDU (PAN: AMTPK1405G), Aadhar No - 3844 5434 2922, son of Mr. Tarun Kumar Kundu, Occupation Business, resident at Rabindra Sarani, Bankura, P.O., P.S. & District - Bankura, Pin 722101, 3) MR. TARUN KUMAR KUNDU, (PAN: AFQPK8045Q), Aadhar No - 7541 1505 1604, son of Late Gobardhan Kundu, resident at Rabindra Sarani, Bankura. P.O., P.S. & District - Bankura, Pin 722101. By Nationality Indian, hereinafter Referred to as the LAND OWNER (which expression shall unless otherwise excluded by or repugnant to the context shall mean and include their legal heirs, executors, administrators, legal representatives, successors, and assigns) of the FIRST PART by their constitute **RAGHUNATHJEE CONSTRUCTION** represented by its proprietor **MR**. SAUGAT KUNDU. (PAN: AMAPK1015H), Aadhar No - 2270 2378 2202, son of Late Mahadeb Kundu, residing at Lokepur Bankura, P.O-Kenduadihi, P.S & District - Bankura,, Pin - 722102, by virtue of a Registered Development Power of Attorney being No - I-010103144, dt. 09/09/2019 register office of D.S.R. Bankura (herein after called the Owner / Vendor).

<u>AND</u>

RAGHUNATHJEE CONSTRUCTION having its registered office at 17/4 Lokepur, P.O. – Kenduadihi, P.S. & District – Bankura, Pin – 722102 represented by its Proprietor **MR. SAUGAT KUNDU.** (PAN: AMAPK1015H), Aadhar No – 2270 2378 2202, son of Late Mahadeb Kundu, residing at Lokepur Bankura, P.O- Kenduadihi, P.S & District – Bankura,, Pin – 722102 hereinafter called the "**DEVELOPER**" (Which expression unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART.**

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, (PAN:) Wife of
by faith Hindu, Indian Citizen, residing at Village, P.O.
, P.S. –, District –, Pin -
, as THIRD PART hereinafter called the "PURCHASER" (Which
term shall mean and include unless excluded by or repugnant to the context
his heirs, executors, successors, representatives and assigns).

The proportionate share of the landed property to District and police station at Bankura of Mouza Kenduadihi, J.L. No. 213, C.S. Khatian No. 212 Plot No 244 was belonged to Ramendranath Ghosh and others. In which they was enjoying without any kind of hindrance or interruption. They have a partition Deed on 19/10/1965 vide Deed No. 9151/1965 at D.S.R. Bankura.

The legal heirs of the said C.S. recorded tenant next legal hairs named Anindita Sarkar and Oth. Sold by the registered title deed no. 3136/2003 of A.D.S.R. Office at Bankura in favour of **Mr. Tarun Kumar Kundu**, and also they sold by the registered title deed no. 3137/2003 of A.D.S.R. Office at Bankura in favour of **Mr. Arijit Kundu**, and also they sold by the registered title deed no. 3138/2003 of A.D.S.R. Office at Bankura in favour of **Mrs. Sumita Kundu**.

And their said purchased land has already been recorded in their names in the present L.R. Khatian under the provisions of the West Bengal Land Reforms Act 1955 with final publication and preparation of their right therein 0.46 Acres vide L.R. Khatian No. 6711, 6712 and 6713 vide L.R. Plot No. 1571 appertaining to Mouza Kenduadihi, J.L. No. 213 within the District and P.S. Bankura.

The Municiapal site plan vide No. 117/S dt. 14/11/2018 passed by the competent authority then the Municipal Final Plan vide No. 371/B

dt. 28/08/2019 relating to the said land has also been passed by the competent authority.

AND WHEREAS, Mrs. Sumita Kundu, Mr. Arijit Kundu & Mr. Tarun Kumar Kundu with a view to develop the land entered into Development Agreement vide deed No. I-010103144/2019 registered at office of D.S.R. Bankura with RAGHUNATHJEE CONSTRUCTION for Development of above said land into the flat apartment etc. and also executed a Development Power of Attorney vide Deed No 010103126/2019, register Office of D.S.R. Bankura for selling out the allocated flats of Developers share.

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WHEREAS the Vendors are absolutely owners of the land (more particularly) described in the schedule hereunder written)

AND WHEREAS the Vendors proposes to develop the said land by constructing a building according to the building plans here in after mentioned and to sell the units / portion in the said building on unit / portion Developer basis.

AND WHEREAS the **DEVELOPER** a flat in the said "SPRINGFIELD RESIDENCY".

AND WHEREAS the Purchaser has thoroughly satisfied himself as to the tide of Owners in respect of the said premises and also respect of the measurement of the said flat and has also taken inspection of the deeds, sanctioned plan and all other documents in respect thereof and is fully satisfied in respect of the same and has agreed not to arise any question or objection of any nature whatsoever in future either regarding the title of the owner to the said premises or in respect of the sanctioned plan or measurement of the flat in said premises.

AND WH	EREAS t	he DEVELO	PER has agre	eed to	sell o	ut and	the
Purchaser has	agreed to	purchase F	lat No. Unit-	', B	lock -	, т	уре
BHK in	_ floor of	the " SPRIN	NGFIELD RES	DENCY	y" at I	Kenduad	dihi,
Bankura, P.O.	- Kendud	dihi, P.S. &	District - Ba	nkura	at a p	orice of	Rs.
	_ () ar	nd alor	ng with	Car
Parking in the	Ground F	loor, at a p	orice of Rs.			undiv	ided
proportionate	variable	indivisible	attachments	liens	and	lispend	lens
whatsoever on t	he terms	and conditio	ons hereinafter	appear	ing.		

NOW THIS DEED OF CONVEYENCE WITNESSETH as follows:

WHEREAS the PURCHASER has agreed to purchase the Second Schedule property along with the property described in First Schedule

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property in terms of an o	oral /written agreement for a total sale consideration
of Rs. (
terms of aforesaid oral	/ written agreement agreed to pay the entire sale
consideration at the time	e of execution of the sale deed.

WHEREAS the SELLERS hereby declares and covenants with the Purchaser that he is the sole and absolute owner of the scheduled property and has a clear, legally valid and marketable title thereto and therefore, an absolute right to sell and convey the same to the Purchaser in terms of this deed. The SELLERS further declares that he has not done any acts, deeds or things so as to curtail, restrict or prejudice her right to convey or prevent her from selling the scheduled property in terms of this deed.

WHEREAS the **PURCHASER** having now paid the entire sale consideration as detailed below, has requested the **SELLERS** to execute the Sale deed in her favour and the **SELLERS** has duly agreed thereto.

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NOW THEREFORE THIS DEED OF ABSOLUTE SALE WITNESSETH AS HEREUNDER:

WHEREAS the **SELLERS** hereby further declares that the schedule property is free from all encumbrances, lien, charge, mortgage, lease, court or other attachments, lispendens, acquisition and requisition proceedings, minor's claims or any other adverse proceedings or claims from third parties which are in any way detrimental to the interest of the **PURCHASER**.

WHEREAS the SELLERS hereby assures the PURCHASER that all taxes and levies on the scheduled property have been paid up to date and arrears if any, till the date of sale deed shall be duly paid by him and future taxes in respect of the Schedule property shall be paid by the PURCHASER.

WHEREAS the SELLERS hereby declares and covenants with the PURCHASER that he shall do or caused to be done all acts, deeds and things which are legally or reasonably required to be done at the instance of the PURCHASER for morefully and perfectly assuring the right, title and interest of the PURCHASER in the scheduled property here in conveyed and the PURCHASER shall bear such expenses.

WHEREAS the SELLERS hereby indemnifies and shall keep the PURCHASER or her successors-in-title fully indemnified against any loss or liability cost or claims, action or proceedings, if any should arise, at any time in future against her owing to any defect in or for want of clear and marketable title or due to any defect, violation or non-compliance of any of the declarations or covenants herein.

WHEREAS the **PURCHASER** shall be the sole and absolute owner of the scheduled property with attendant rights or ownership, possession, enjoyment and shall be entitled to deal with all dispose of the scheduled property as deems fit without any interference, abstractions or hindrance from the **SELLERS** or any one claiming under, through or in trust for him.

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WHEREAS the **SELLERS** has this day delivered the vacant possession of the scheduled property to the **PURCHASER** along with all the available original title deeds and documents which are in her possession pertaining to or relating to the scheduled property.

FIRST SCHEDULE

ALL THAT piece and parcel of "**Bastu**" Land measuring on area of **0.46 acres** comprising Khatian No. 212 (C.S.) Plot No. 244 (C.S.), Khatian No. 6711, 6712, 6713, (L.R.) Plot No. 1571 within District, Thana Bankura, Mouza Kenduadihi, J.L. No. 213, District Bankura at Ward No. 22 under Bankura Municipality **S.K. Sahana Road (Near Taragati Samanta Road)**.

BUTTED AND BOUNDED AS UNDER:-

ON THE NORTH : Govt. open Land.
 ON THE SOUTH : S.K. Sahana Road.
 ON THE EAST : Govt. open Land.
 ON THE WEST : Common Passage.

SECOND SCHDULE

DESCRIPTION OF THE FLAT BOUGH	IT BY THE PURCHA	SER
Flat No. : Unit, Block,	Flat Type: BHI	K Floor:
Super Built Up Area: Sqft.,	Sqf	t (Carpet Area)
Floor Type : Tiles.		
Building Name: "SPRINGFIELD RESI	DENCY" (Residentia	al)
WHICH IS SHOWN IN SKETCH MA		RDER ATTACHED
Car Parking Area Sq. Ft. in	,	emented)
-	CHEDULE	omonicoaj
SPECIF	ICATION	

1. **Structure** :- R.C.C. frame structure, Elevation An unique blend of ornamental & modern architecture.

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- 2. **Exterior** :- Blending of cement based paint & other decorative finish interior Walls Convention brickwork with POP finish.
- 3. **Flooring**: Tiles in Living, Dining room, Balcony, Bed room, Marbel in Kitchen, Toilet common areas, Lobbies and stair cases.
- 4. **Doors & Windows**: 32 mm Thick Flush Doors Windows fixed with Aluminium Frames And Glass.
- 5. **<u>Kitchen</u>** :- Marble / Granite top platform with stainless steel sink, glazed tiles, dado upto 2 ft. Above cooking platform.
- 6. **Electrical**: Copper wiring in concealed conduits, A.C. point in master bedroom, cable point in living/dining room. 15 Am. Geyser Point in Toilet MCB & Change Over's of reputed brand. Sufficient light & fan points Semi modular switches of reputed make.
- 7. **Toilet**: Glazed tiles up to 7 ft. high, water supply system, IWC, EWC & wash basin, elegant CP fittings.
- 8. **Amenities & Facilities**: Lift Facilities (Standard 6 passengers), from own boring & overhead tank, Lightening conductor on the roof of the complex, 24hrs. Security system.

FOURTH SCHEDULE

DESCRIPTION OF COMMON AREAS

COMMON AREAS WOULD MEAN ALL THOSE AREAS WITHIN THE PREMISES BUILT ON THE LAND DESCRIBED IN THE DEED EXCLUDING THE FLATS.

(The Common Portions)

- 1) Entrance and exits, internal roads, driveways and footpaths.
- 2) Boundary walls and main gates
- 3) Drainage and sewerage lines and other installations.
- 4) Low tension and/or the high tension electrical installations and electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any unit and/or exclusively for its use by the Purchaser.

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- 5) Staircase and lobbies on all the floors.
- 6) Tube wells and water supply.
- 7) Water pumps, water pump room, water reservoir together with all common plumbing installations for carriage of water (save only those as are exclusively within and for use of any unit) in and/or all the buildings on the premises.
- 8) Common toilets for the staff/servants.
- 9) Campus lighting.
- 10) Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the premises and proposed buildings as are necessary for passage to end/or user of the units in common by the Purchaser/co-owners.

FIFTH SCHEDULE

(Common Expenses)

- 1) All costs of maintenance, operating, replacing, repairing white washing, painting, decorating, redecorating rebuilding, reconstructing, lighting, the common portion and the common areas in the proposed buildings including their outer walls of the building and parking spaces and also for security of the said building.
- 2) The salary of all persons employed for the common purposes including Manager, Durwans, Security Personnel, Liftmen, Sweepers, Plumbers, and Electricians etc.
- 3) Insurance premium for insuring the buildings if any.
- 4) All charges and deposits for supplies of common utilities to the Purchaser/co-owners in common.
- 5) Municipal Tax, multistoried building Tax, water tax and other levies in respect of the land and the proposed buildings save those separately assessed on the Purchaser.

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- 6) Costs of formation and operation of the vendors for maintenance of the building and for watch and ward.
- 7) Costs of running maintenance, repairs and replacements of lifts, transformers, generators, pumps and other common installations including their license fees, taxes and other levies (if any).
- 8) Electricity charges for the electrical energy consumed for the operation of the common services like water pumps, outdoor lights, staircase lights etc.
- 9) All litigations expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
- 10) The office expenses incurred for maintaining an office for common purposes.
- 11) All other expenses and outgoings as are deemed by the vendor and the majority of the co-owners to be necessary or incidental for and outgoings as are deemed by the vendor to be necessary or incidental for and regulating interests and/or the rights of the co-owners.
- 12) All expenses referred to above shall be borne by the co-owners from date of notice as to completion of the said unit and to take possession of the said unit but the vendor shall not under any circumstances be liable to bear any of such charges in respect of unsold unit.

SIXTH SCHEDULE

(Easements)

1) The Purchaser will be entitled to all privileges and rights including right of vertical and lateral supports, easements, quasi-easements, appendages and appurtenances whatsoever belonging to or in any way appertaining thereto and hereinafter more fully specified except and reserving unto the vendor and/or any other person deriving title under them the rights, easements, quasi-easements, privileges and appurtenances hereinafter more fully set forth in the Seventh Schedule hereunder.

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- 2) The Purchaser, Purchaser's servants, agents, employees and invitees will have; the right of way in common as aforesaid at all times and for all purpose connected with the reasonable use and enjoyment of the said unit with or without vehicles over and along the drive way and pathways comprised within the said building provided always and it is hereby declared that nothing herein contained shall permit the co-owners/Purchaser and/or Purchaser's servants, agents and employees and invitees to obstruct in any way by vehicle, deposits of materials rubbish or otherwise the free passage of other persons properly entitled to such rights of way as aforesaid along such drive ways and pathways or common path.
- 3) The Purchaser shall have:
- 3.1) The right of protection of the Purchaser's unit by or from all parts of the said building so far as may be necessary, including right of support, both vertical as well as lateral.
- 3.2) The right of passage in common as aforesaid of electricity telephone water and soil from and to the said unit through or over the said building or any part thereof so far as may be reasonable necessary for the beneficial occupation and enjoyment of the said unit for all lawful purposes whatsoever.
- 3.3) The right with or without workmen and necessary materials to enter from time to time upon the other part of the said building and for the purpose of repairing so far as may be necessary such pipes drains, wires and conduits aforesaid and for the purpose of rebuilding, repairing, repainting or cleaning any part or parts of the said unit in so far as such repairing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such events upon giving a fortnight's prior

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notice in writing of Purchaser's intention so to enter into the vendor and/or other person or persons apartment lawfully entitled to the same.

SEVENTH SCHEDULE

The under mentioned rights, easements, quasi-easements privileges and appurtenances shall be excepted out of transfer and reserved unto the vendor.

- 1) The right in common with the vendor and/or such person or persons entitled to the other part or parts of the said building as aforesaid for the vendor use of common portions including staircases, common water, electric, gas, pipe lines, drains, wires, sewers, conduits, entrance and other parts or passages and for other purposes connected therewith including ingress to and egress out of the said other part or parts.
- 2) The right of passage in common with the vendors and other person as aforesaid of gas, electricity, water, telephone and soil from and to any part (other than the said building) of the other part or parts of the said building through pipe, drains, wires, conduits, cable lines and posts lying or being in under through or over the said unit as far as may be reasonably necessary (but without any damage to the said building) for the beneficial use and occupation of the other portion or portions of the said building for all purpose whatsoever.
- 3) The right with or without workmen and necessary materials to enter from time to time upon the said unit but without causing any undue inconvenience to the occupier thereof for lying pipes, drains, wires and conduits as aforesaid and for the purposes of other repairs including inspection if necessary thereof PROVIDED ALWAYS that the vendor and/or such other person or persons shall give to the Purchaser a prior written notice of his/her intention for such entry as aforesaid.

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- 4) The right to protection of other portion or portions of the said building by all parts/portions of the said unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said building.
- 5) The right as might otherwise become vested in the Purchaser by means of structural alterations to the said unit or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said building.

EIGTH SCHEDULE

THE RIGHTS OF THE PURCHASER:

THE PURCHASER, so as to bind himself his heirs, legal representatives, executors, administrators and assigns with the consideration of promoting and protecting his rights as the owner of the construction and in consideration of the covenants of the SELLER binding on the PURCHASER of other undivided interest in the land described in First Schedule hereto and the construction thereon, both hereby agree to be bound by the following covenants:

- 1. Not to raise any constructions in addition to that mentioned.
- 2. Not to use permit the use of the constructions referred to in a manner which would diminish the value or utility of the pipes cisterns and the like common amenities provided in the property described in First Schedule above or in any constructions made thereon.
- 3. Not to use the space in the land described in First Schedule above left open after the constructions referred to for the parking of any other vehicles or to use the same in any manner which might cause hindrance for the free ingress to or egress from any other part of the constructions.

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- 4. Not to default in the payment of any taxes or levies to be shared by the other joint owners of the property described in First Schedule above or expenses to be shared by the Owners of the constructions thereon or of any specified part thereof.
- 5. Not to decorate the exterior of the building complex to be constructed otherwise than in a manner laid down by the SELLER.
- 6. Not to make any arrangements for the maintenance of the buildings referred to for ensuring the common amenities therein for the benefit of all concerned other than those agreed to by all other PURCHASER, holding a majority of shares in the proposed constructions or by the SELLER.
- 7. Not to keep stock or display of any wares or any other material in the corridors or in any place intended for common use.
- 8. Not to display any signboard, advertisement board of designs without the prior approval of the SELLER and in places not sanctioned by the SELLER.

NINETH SCHEDULE

RIGHTS ACKNOWLEDGED BY THE PURCHASER

- 1. Full right and liberty for all persons who along with the PURCHASER own the land described in First Schedule such (together with all persons authorized or permitted by such persons) at all times by day or by night and for all purposes to go, pass and re-pass the staircases and the passage inside and outside the proposed building.
- 2. Full right any liberty to the persons referred to supra in common with all other persons with or without motor cars other permitted vehicles at all times, day and night, and for all purposes to go pass and re-pass over the land appurtenant to the buildings constructed in the land described in the First Schedule above.
- 3. The right to subjacent and lateral support and shelter and protection from the other parts of the aforesaid buildings and from the side and roof thereof.

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- 4. The free and uninterrupted passage of running water, soil, gas and electricity, to and from the construction through the sewers, drains, water courses, pipes and wires which now are or may at any time hereafter be, in under or passing through the building or any part thereof.
- 5. Rights of passage for the persons referred to supra in common with all other persons and their agents, licensees or workmen to the other parts of the building at all reasonable times, on notice, to places where water tanks are situated for the purpose of cleaning, repairing or maintaining the same.
- 6. Rights of passage for such persons, their agents or workmen to the other parts of the building at all reasonable times, on notice to enter into for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains and water courses, cables, pipes and wires causing as little disturbances as possible and making good any damages caused.
- 7. To lay cables or wires through common walls or passages for telephone, video or computer installations, respecting the equal right of the other Purchaser.
- 8. The right for the persons referred to supra in common with all other persons, and their agents, licensees or workmen and upon other parts of the said building, for the purpose of repairing, maintaining, renewing, altering or rebuilding, giving subjacent or lateral support, shelter or protection to the construction thereof.
- 9. The right to do all or by other act aforesaid without notice in case of an emergency.

TENTH SCHEDULE

TERMS ACCEPTED BY THE PURCHASER.

The PURCHASER, in proportion of his share, along with other Owners in the proportions of their shares, shall be deemed to have accepted the following conditions and to bear the following expenses:

1. All rates and outgoing payable if any in respect of the land described in the First Schedule above and the building thereon.

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- 2. The expenses of routine maintenance including painting, white washing, cleaning etc., and provisions of the common service to the building as set out below.
- (a) Maintenance of the pumped, sanitary and electrical lines common to the buildings.
- (b) Replacement of bulbs in the corridors.
- (c) Payment of electrical and water charges for common charges.
- (d) Maintenance of potted plants and landscaped areas in the development.
- (e) Provision of day/night watchman.
- 3. Should the PURCHASER default payment due for any common expenses, benefits or amenities, a majority of the Owners while carrying out the services as contemplated above, shall have the right to remove such common benefits, or amenities from his enjoyment.

ELEVENTH SCHUDLE

THE VENDORS COVENANT:

- 1. The VENDORS covenant with the PURCHASER that any Deed or Document executed by the VENDORS with all other Owners for construction of all apartments in the land described in First Schedule above shall contain the restrictions set forth herein.
- 2. That the VENDORS or their assignees or lessees claiming under, through or in trust for the VENDORS will always respect the right of the PURCHASER mentioned in this Deed.
- 3. The VENDORS transferring, leasing or contracting to construct any flats hereafter shall faithfully follow the conventicles herein contained and shall not confer any right not reserved for the PURCHASER herein nor contracted to be shared by the PURCHASER herein.
- 4. The VENDORS accept and agree that any covenant by the VENDORS in future in any deed or document reducing or lettering the right of the PURCHASER or imposing on the **PURCHASER** any restrictions not found herein shall be void.

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IN WITNESS WHEREOF the parties hereto have executed these presents the day month and year first above written.

SIGNED AND DELIVERED by the OWNER at Bankura.

WITNESS | Signature of the OWNER | Photograph and Finger Prints of all parties are affixed in separate sheets which is part of the Deed. | Drafted by:

Typed by:

Santanu Dey Bankura, Court Compound