

SALE DEED

THIS SALE DEED IS MADE ON ____ DAY OF ____, 20

BETWEEN

(1) SMT. SOMA KUNDU [PAN – AJLPK2903L] Wife of Sri. Santi Kundu @ Shantimoy Kundu, by faith-Hindu, by nationality Indian, by occupation- Business, **(2) SRI. SATYAM KUNDU [PAN – DQPPK3822Q]** Son of Sri. Santi Kundu @ Shantimoy Kundu, by faith-Hindu, by nationality Indian, by occupation- Others, **(3) SRI. SUBHAM KUNDU [PAN – DQPPK3823R]** Son of Sri. Santi Kundu @ Shantimoy Kundu, by faith-Hindu, by nationality Indian, by occupation- Others, all are resident of Ghosh Market, Sagarbhangra, P.O.- Sagarbhangra, P.S- Coke Oven, Dist- Paschim Bardhaman, W.B, India, PIN- 713211, **(4) "RAGHUNATHJI PROPERTIES" [PAN –ABGFR9173G]** Being a Partnership Firm having its office at: A-12, B.B.C Pal Sarani, P.O.- Bidhannagar, P.S.- New Township, City: Durgapur, District- Paschim Bardhaman, W.B. India, PIN - 713212, Represented by its **Partners MR. SURESH AGARWAL [PAN – AFSPA4338J]**, son of Sri. Nand Kishore Agarwal, by faith-Hindu, by nationality Indian, by occupation- Business, resident of: Saraf Building, Hattala Road, P.O- Durgapur, P.S.- Coke Oven, District- Paschim Bardhaman, State- West Bengal, India, PIN – 713201, hereinafter referred to as the **"Landowner"**, Landowner nos. 1 to 3 represented by their constituted **Attorney "RAGHUNATHJI PROPERTIES" [PAN –ABGFR9173G]** Being a Partnership Firm having its office at: A-12, B.B.C Pal Sarani, P.O.- Bidhannagar, P.S.- New Township, City: Durgapur, District- Paschim Bardhaman, W.B. India, PIN - 713212, Represented by its **Partners MR. SURESH AGARWAL [PAN – AFSPA4338J]**, son of Sri. Nand Kishore Agarwal, by faith-Hindu, by nationality Indian, by occupation- Business, resident of: Saraf Building, Hattala Road, P.O- Durgapur, P.S.- Coke Oven, District- Paschim Bardhaman, State- West Bengal, India, PIN - 713201, **[Vide Power of Attorney no. I- 3654 for the year 2024 of A.D.S.R. Durgapur]** hereinafter referred to and called as **"LANDOWNER"** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, representatives, executors, administrators, successors and assigns) of the **FIRST PART.**

AND

"RAGHUNATHJI PROPERTIES" [PAN –ABGFR9173G] Being a Partnership Firm, having its office at: A-12, B.B.C Pal Sarani, P.O.- Bidhannagar, P.S.- New Township, City: Durgapur, District- Paschim Bardhaman, W.B. India, PIN - 713212, Represented by its **Partners MR. SURESH AGARWAL [PAN – AFSPA4338J]**, son of Sri. Nand Kishore Agarwal, by faith-Hindu, by nationality Indian, by occupation- Business, resident of: Saraf Building, Hattala Road, P.O- Durgapur, P.S.- Coke Oven, District- Paschim Bardhaman, State- West Bengal, India, PIN – 713201, hereinafter referred to as the **"Promoter"**, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

(1) _____ [PAN – _____], Wife of Mr. _____, by faith-Hindu, by nationality Indian, by occupation Service, **(2)**

_____ [PAN - _____], Wife of Mr. _____, by faith-Hindu, by nationality Indian, by occupation Service, residing at _____ P.O. - _____, P.S. - _____, Dist.: _____, _____ India, PIN- _____, herein after referred to as **"THE PURCHASER"** (which term shall include his heirs, executors, representatives and assigns) of the **THIRD PART.**

WHEREAS R.S. Plot No. 1402 & 1402/2475, corresponding to L.R. Plot No. 6725, admeasuring 6 Katha or 9.9 Decimal, comprised in L.R. Khatian No. 10235, 10232 & 10231, of Mouza Gopinathpur, J.L. No. 85, was recorded property of Debiprasad Chatterjee Son of Late Nilkantha Chatterjee and said Debiprasad Chatterjee died leaving behind his four daughter namely Smt. Ila Banerjee, Smt. Tripti Banerjee, Smt. Dipti Mukherjee and Smt. Mita Mukherjee and son Somnath Chattopadhyas as his legal heirs, Smt. Tripti Banerjee, Smt. Dipti Mukherjee and Mita Mukherjee and Somnath Chattopadhyas jointly sold the above mentioned land to present Vendor(s) No. 1, 2 & 3, i.e. Smt. Soma Kundu, Sri. Satyam Kundu & Sri. Subham Kundu, respectively, vide deed No- 5068 for the year 2017 of A.D.S.R. Durgapur, and after purchasing the same she mutated their name in L.R. R.O.R. and after that said Smt. Soma Kundu, Sri. Satyam Kundu & Sri. Subham Kundu converted the land from Danga to Commercial Bastu, vide Conversion case No- CN/2024/2311/1485, CN/2024/2311/1486, CN/2024/2311/1487 of B.L. & L.R.O. Addl. Faridpur Durgapur, Paschim Bardhaman, and they entered into a Development Agreement with Second party i.e. Developer/Promoter "RAGHUNATHJI PROPERTIES" vide deed no - 10133 for the year 2023 of A.D.S.R. Durgapur and thereafter they jointly execute a Development power of attorney in favour of second party i.e. developer "RAGHUNATHJI PROPERTIES" vide deed no-3654 for the year 2024 of A.D.S.R. Durgapur.

WHEREAS R.S. Plot No. 1402 & 1402/2475, corresponding to L.R. Plot No. 6725, admeasuring 6 Katha or 9.9 Decimal, comprised in L.R. Khatian No. 10235, 10232 & 10231, of Mouza Gopinathpur, J.L. No. 85, was recorded property of Debiprasad Chatterjee Son of Late Nilkantha Chatterjee and said Debiprasad Chatterjee died leaving behind his four daughter namely Smt. Ila Banerjee, Smt. Tripti Banerjee, Smt. Dipti Mukherjee and Smt. Mita Mukherjee and son Somnath Chattopadhyas as his legal heirs, Smt. Tripti Banerjee, Smt. Dipti Mukherjee and Mita Mukherjee and Somnath Chattopadhyas, jointly sold the above mentioned land to "Apex Builders and Developers", vide Deed No. 2387 for the year 2018 of A.D.S.R. Durgapur, after that said "Apex Builders and Developers" sold the same to Present landowner no. 4 i.e. "RAGHUNATHJI PROPERTIES" vide Deed No. 4560 for the year 2023 of A.D.S.R. Durgapur, after purchasing the early mentioned land present landowner no. 4 i.e.

"RAGHUNATHJI PROPERTIES" mutated their name in L.R. R.O.R. and converted the land from Danga to Commercial Bastu vide Conversion case No- CN/2024/2311/1524 of S.D. & L.R.O. Durgapur, Paschim Bardhaman.

AND WHERE AS the Owner being desirous to develop the said "First" schedule land for construction of a residential cum commercial building comprised of several flats, shops and apartments as well as parking space etc.

AND WHERE AS the plan has been sanctioned by the Durgapur Municipal Corporation has granted the B+G+7 Building Permit No- SWS/OBPAS/1102/2025/0913 dated 10.12.2025.

AND WHERE AS Developer and The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement registered at the office of the A.D.S.R. Durgapur vide deed Nos.- I- 10133 for the year 2023 of A.D.S.R. Durgapur & also executed a power of attorney vide deed Nos3654 for the year 2024 of A.D.S.R. Durgapur of A.D.S.R. Durgapur.

AND WHERE AS the purchaser being interested to purchase a flat in the "**Raghunathji Tower**" approached the First Part and Second Part and First Part and Second Part agreed to sell to the purchaser a flat as mentioned in the Second schedule below and will be constructed on the First Schedule' property.

NOW THIS DEED WITNESSETH that in consideration of **Rs. (Rupees)** only paid by the purchaser to the vendor/Developer by cheque the receipts whereof the vendor/Developer hereby grant, convey, transfer, sell the PURCHASER ALL THAT **Flat bearing No- , on the () Floor** having **Carpet Area- Sq. Feet with parking** at "**Raghunathji Tower**" in Khatpukur, Durgapur particularly mentioned in Second Schedule below together with common areas, facilities, and amenities as describe in Third Schedule below also together with half of the depth of both floor and roof with full ownership of sanitary fittings and also internal walls within the said flat together with common rights of using stair case, all ways, paths, passages, drain water courses, pumps septic tanks etc in the ground to top floor of the building together with proportionate undivided rights, title, interest on the First Schedule land with rights, liberties, easements, appendages, appurtenance thereto along with common right more fully mentioned Schedule three below and all estate, right, title interest claims and demands whatsoever of the Vendor into or upon and every part thereof TO HAVE AND TO HOLD the same and the use of the said purchaser, his heirs, executors, administrators, assigns absolutely and forever and the vendor hereby covenants with the Purchaser his heirs, executors, administrators, assigns that not withstanding any act, deed or things hereto before granted or executed or knowingly suffered to the contrary and the vendor now lawfully seized and possessed the said property free from all encumbrances attachments or defect in the title whatsoever and the vendor has full authority to sale the said property in the manner as aforesaid and the purchaser hereinafter peaceably and quietly posses and enjoy the sold

property in khas without claim or demand whatsoever from the Vendor or and the Developer or any person claiming under or in trust for them and further the vendor and the Developer and also their legal heirs, successors- in- office, administrators, legal representatives and assignee from do or cause to be done or executed all such lawful acts, deeds and things whatsoever in future and more perfectly conveying the said flat and every part thereof in the manner as aforesaid according to true intent and meaning of this deed..

AND WHEREAS Purchaser/s shall be factually legally entitled to get his name/s recorded in the record of B.L & L.R.O., Faridpur Durgapur during settlement and further that the purchaser shall be at liberty to get the property muted into the rent roll of Govt. Of West Bengal and liberty to take separate electricity and water supply connection in his own name from competent authorities and will be able to pay any rent, rates, charges without any connection or concerned whatsoever with the Vendor or Developer.

SCHEDULE-A ABOVE REFERRED TO

(Description of Land)

THE FIRST SCHEDULE ABOVE REFERRED TO:
ENTIRE PREMISES

All that piece of parcel of Commercial Bastu land measuring an area 16 (Sixteen) Katha or 26.43 (Twenty Six Point Four Three) Decimal more or less under **Mouza-Gopinathpur**, J. L. No- 85, Under the jurisdiction of Durgapur Municipal Corporation, P.S.- Coke Oven, Dist- Paschim Bardhaman, State- West Bengal,

R.S. Plot no.	L.R. Plot no.	L.R. Khatian no.	Area in Decimal
1402 & 1402/2475	6725	10235	3.3
1402 & 1402/2475	6725	10232	3.3
1402 & 1402/2475	6725	10231	3.3
1402 & 1402/2475	6725	10073	16.53

BUTTED AND BOUNDED BY:

ON THE NORTH : House of Mr. Mukherjee
ON THE SOUTH : 10 Feet wide Road
ON THE EAST : 54 Feet wide Road
ON THE WEST : Nilkantha Apartment

SECOND SCHEDULE

PART-I

(Said Flat)

All that the unit being **Apartment No.** on the **Floor, measuring more or less**
Carpet Area- **Sq. Feet, Super Built Up Area** **Sq. Ft. Covered Area of**
_____ Sq. Ft., Carpet Area of _____ Sq. Ft., Balcony Area of _____ Sq. Ft.
Tiles Flooring, of "Raghunathji Tower" in at the land as described in the First
Schedule with proportionate undivided share of the land enjoyment at common areas
amenities and facilities (as described in part- I & Part – II of the Third schedule –
hereunder)**THIRD SCHEDULE.**

PART-II

(Parking Space)

All that right to park a medium size car in the car parking space admeasuring an area
120 Sq. Ft. in the Ground Floor of the Building.

THIRD SCHEDULE

PART-I

(Share in Specific Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the
said unit in:

1. Staircase of "Raghunathji Tower" in Gopinathpur.
2. Corridors of ""Raghunathji Tower" in Gopinathpur. (Save inside any unit).
3. Drains & Swears of ""Raghunathji Tower" in Gopinathpur. (Save inside any unit).
4. Exterior walls of "Raghunathji Tower" in Gopinathpur.
5. Electrical wiring and Fittings of "Raghunathji Tower" in Gopinathpur. (Save inside any unit).
6. Overhead Water Tanks "Raghunathji Tower" in Gopinathpur.
7. Water Pipes of "Raghunathji Tower" in Gopinathpur.
8. Lift Well, Stair head Room, Lift Machineries ""Raghunathji Tower" in Gopinathpur.
9. Pump and Motor of "Raghunathji Tower" in Gopinathpur.

PART-II

(Share in General Common Portion)

Undivided, proportionate, indivisible and impartible share as be attributable to the said
unit in:

1. Main Entrance of "Raghunathji Tower" in Gopinathpur.

2. Drains & Swears of "Raghunathji Tower" in Gopinathpur (Save inside the Block).
3. Boundary Walls and Main Gates of "Raghunathji Tower" in Gopinathpur.

FOURTH SCHEDULE

'RIGHTS OF THE PURCHASER'

- a) That the purchaser shall enjoy the super- built up area for the said flat along with common rights they are lawfully entitled thereto along with all sewerage, drains, water courses and all common areas available for use of the said premises.
- b) That the purchaser shall have every right to enter into any other flat in the building for the purpose of effecting repair of service pipe lines and portion of flat as may reasonably necessitated such entry with a three days advance intimation (except emergency) for such intended entry.
- c) That the purchaser shall have full proprietary rights and interest and shall entitled to sale, mortgage, lease out, let out or transfer in every manner whatsoever without requiring any permission or consent from "OWNER" or "DEVELOPER" or from any other flat owner(s) or from the Association of the flat owners.
- d) That the purchaser undivided interest in the land described in the First Schedule above shall remain joint for ever with the owners of the other flats of the said Complex namely "**Raghunathji Tower**" in Gopinathpur.

FIFTH SCHEDULE

'PURCHASER'S/S' COVENANTS'

1. On and from the date of possession, the Purchaser/s herein agree/s, undertake/s and covenant/s to:
 - a) Comply with and observe the rules, regulations and byelaws framed by Maintenance Agency/Association from time to time.
 - b) Permit the maintenance Agency and Association and their respective men agents and workmen to enter into the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s for the Common Purposes or the Project;
 - c) Deposit the amounts for various purposes as required by the Maintenance Agency or the Association;
 - d) Use the common Portions without causing any hindrance or obstruction to other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners and occupants of the Buildings;

- e) Use and occupy the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s only for the purpose of residence;
 - f) Keep the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s and party walls, sewers, drains pipes, cables, wires, entranced and main entrance serving any other Unit/Flat in the Building/s and/or in the premises in good and substantial repair and condition so as to support shelter and protect and keep habitable the other Unit/Flats/parts of the Building/s;
 - g) In particular and without prejudice to the generality of the foregoing, not to make any from of alteration in or cut or damage the beams and columns passing through the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Common Portions for the purpose of making changing or repairing the concealed wiring and pipelines or otherwise.
 - h) Use and enjoy the Common Portions only to the extent required for ingress to and egress from the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s of men materials and utilities;
 - i) Bear and pay the Common Expenses and other outgoings in respect of the Premises proportionately & the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly;
 - j) Pay all rates taxes levies duties charges and impositions outgoings and expenses in respect of the Building and the Premises proportionately and the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s wholly and to pay proportionate share of such rates and taxes payable in respect of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s until the same is assessed separately by the Corporation;
 - k) Pay for other utilities consumed in or relating to the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
 - l) Allow the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s Owners the right to easements and/or quasi-easements;
 - m) Regularly and punctuality make payment of the Common Expenses, Maintenance Charges and other payments mentioned herein within seven days of receipt of demands or relevant bill, whichever be earlier; and
2. On and From the Date of Possession, the Purchaser/s agrees and covenants:

- a) Not to put any nameplate or letter box or neon-sign or board in the Common Portions or on the outside wall of the Buildings save at the place as be approved or provided by the Developer herein, whatever the case may be herein provided. However, that nothing contained herein shall prevent the Purchaser/s to put a decent nameplate outside the main door of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s;
- b) Not to open out any additional window or any grill box or fix grill or ledge or cover or any other apparatus protruding outside the exterior of the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or any portion thereof;
- c) Not to do or permit to be done any act deed or thing which may render void or voidable any policy or Insurance or any Unit/Flat or any part of the Building/s or the premises or may cause any increase in the premium payable in respect thereof;
- d) Not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in or around the staircase, landings, or in any other common areas previously decorated;
- e) Not to store or allow any one to store any goods articles or things in or around the staircase lobby landings or other common areas or installation of the Building/s;
- f) Not to commit or permit to be committed any alteration or charges in pipes, conduits, cables and other fixtures and fittings serving the other Unit/s/Flat/s/Car Parking Space/s/ and Space/s in the Building/s;
- g) Not to shift or obstruct any windows or lights in the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s or the Building/s;
- h) Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the said Unit/s/Flat/s/Car Parking Space/s/ and Space/s without the prior consent in writing of the Owners herein and the Developer herein and/or Developer and/or Owners, whatever the case may be and/or the Association;

SIXTH SCHEDULE

HANDING OVER OF THE COMMON AREA TO THE ASSOCIATION

Consequent upon the completion of the project and immediately within 60 days from the date of obtaining the formal Completion Certificate (CC) and/or Occupancy Certificate (OC) from the competent municipal authority, whichever is earlier, the Landowner(s), Promoter, and/or Company shall executing a formal Deed of Transfer/Conveyance, unconditionally hand over the peaceful, vacant, and physical possession of all 'Common Areas' and 'Common Facilities' to the registered Association of Apartment Owner(s) / Purchasers.

Along with the physical possession, the Promoter/Company/Landowner shall mandatorily deliver all original sanctioned plans, structural drawings, layout plans, completion drawings, and operational manuals/warranties of common utilities to the Association. If the Promoter/Company/Landowner fails to complete the formal handover within the stipulated period, they shall be liable to pay a liquidated damage/penalty at such rate per day of delay to the Association, as is prescribed under the RERA Rules/Regulations, without prejudice to the Association's right to seek specific performance of this covenant through a court of competent jurisdiction." Consequent upon the completion of the project and immediately within 60 days from the date of obtaining the formal Completion Certificate (CC) and/or Occupancy Certificate (OC) from the competent municipal authority, whichever is earlier, the Landowner(s), Promoter, and/or Company shall executing a formal Deed of Transfer/Conveyance, unconditionally hand over the peaceful, vacant, and physical possession of all 'Common Areas' and 'Common Facilities' (to the registered Association of Apartment Owners / Registered Society of Purchasers.

Memo Of Consideration

The price of the Flat amounting **Rs. _____ (Rupees _____)** only paid by the purchaser to the Developer in following manner:-

[illegible]

It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Attorney of Vendor/Developer/ Purchaser(s) are attested in additional pages in this deed being no. (1) (A) i.e. in total numbers of pages and these wile treated as part of this deed.

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

WITNESSES:

1. _____

SIGNED AND DELIVERED
By the OWNER (S)

2. _____

SIGNED AND DELIVERED
By the Developer (S)

SIGNED AND DELIVERED
By the PURCHASER (S)