

GRN: - 19-202223-023369947-8

DEED OF SALE OF RS. 33,25,000/-

ASSESSED MARKET VALUE – RS. 33,25,858/-

e-QUERY NO.- 2003435094 / 2022

THIS DEED OF SALE is made By:-

(1) **SHRI PIJUSH KANTI SAHA** (PAN- BNNPS8943K), son of Late BIBHU RANJAN SAHA, &

(2) **SHRI NIRMAL KANTI SAHA** (PAN- BATPS2452J), son of Late BIBHU RANJAN SAHA, citizenship - Indian, by faith - Hindu, by occupation – Business & Service respectively, both permanent residents of – Aradanga, Asansol, P.O. – Asansol, P.S. – Asansol South, Pin – 713303, A.D.S.R. Office - Asansol, District - Paschim Bardhaman, West Bengal, India herein after called the “**FIRST PARTY / LAND OWNER / VENDOR**” (which expression shall unless excluded by or inconsistent with or repugnant to the context mean and include all their legal heirs, nominees, executors, administrators, representatives, successors and assigns) of the **ONE PART**.

THAT the “First Party / Land Owner / Vendor” are being represented by their lawfully nominated & constituted Attorney ‘**UNIVERSAL CONSTRUCTION CO.**’ (PAN NO.- AADFU9050F) a Partnership Firm having its registered office at ‘C/O Kabita Enterprise, S B Gorai Road, Near Ram Sayer Maidan, P.O.- Asansol, Pin - 713301, P.S.- Asansol (South), District - Paschim Bardhaman, West Bengal, India, represented by one of its Partner **MR. AMIT KUMAR RAI** (PAN NO. ARUPR1718F) S/o Shri Kailash Rai, resident of - 3/F-03, 3rd Floor, Radhika Apartment, Simultala, No.- 01 Mohishila Colony, P.O.- Asansol, Pin - 713303, P.S.- Asansol (South), District – Paschim Bardhaman, West Bengal, India,; by virtue of one **Registered Development & Construction Agreement** being No.- **I 230504154** for the year **2021**, duly noted in Book No.- I, & registered in the Office of A.D.S.R., Asansol AND a **Registered General Power of Attorney** being No.- **I 230504168** for the year **2021**, duly noted in Book No.- I, & registered in the Office of A.D.S.R., Asansol.

AND

“**UNIVERSAL CONSTRUCTION CO.**’ (PAN NO.- AADFU9050F) a Partnership Firm having its registered office at ‘C/O Kabita Enterprise, S B Gorai Road, Near Ram Sayer Maidan, P.O.- Asansol, Pin - 713301, P.S.- Asansol (South), District - Paschim Bardhaman, West Bengal, India, represented by one of its Partner **MR. AMIT KUMAR RAI** (PAN NO. ARUPR1718F) S/o Shri Kailash Rai, resident of - 3/F-03, 3rd Floor, Radhika Apartment, Simultala, No.- 01 Mohishila Colony, P.O.- Asansol, Pin - 713303, P.S.- Asansol (South), District – Paschim Bardhaman, West Bengal, India, hereinafter referred to as the “**CONFIRMING PARTY / DEVELOPER**” of the said Flat.

IN FAVOUR OF :

Mr RABI RANJAN SINGH (PAN – BOQPS3881G), (AADHAR – 625065139095) Son of Ram Bilash Prasad; by faith – Hindu, Citizenship – Indian, by occupation – Others, resident of – NAGARJUN EXTENSION B ZONE, HOUSE NO.- 17/15, City:- Durgapur, P.O:- DURGAPUR, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713205 (hereinafter called '**PURCHASER**' which expression shall, unless repugnant to the context or meaning thereof, be deemed to and include his respective survivor or survivors & the legal representatives, heirs, executors or administrators), **of the OTHER PART.**

WHEREAS a Suit for Partition being No.- 04 of 2015, before the Civil Judge (Senior Division) 1st Court at Asansol, was instituted between Pijush Kanti Saha s/o Late Bibhu Ranjan Saha as Plaintiff & Shri Priya Ranjan Saha s/o Late Surendra Ch Saha & Nirmal Kanti Saha s/o Late Bibhu Ranjan Saha as Defendants & the Ld. Court was pleased to draw a decree on Final Form under the relevant provisions of the C.P. Code, 1908, & on terms of the Compromise petition & sketch Map & those such were made part & parcel of the final decree.

THEREBY the Ld. Court preferred to allot Schedule 'B', on the strength of the Compromise petition & said sketch Map being part of Decree, i.e. being the land with old building within the South Western part within Mouza – Asansol, P.S. – Asansol South, within R.S. Khatian no.- 1005 & 1140; L.R. khatian no.- 997 & 998; in or upon R.S. Plot no.- 535 & 536 corresponding to L.R. Plot no.- 588 & 589, being Holding no.- 46(95) within Asansol Municipal Corporation measuring an area being 04 (four) katha equivalent to 2880 sq. ft. to Pijush Kanti Saha s/o Late Bibhu Ranjan Saha i.e. Landowner/First Party no.-01. **AND** the Ld. Court preferred to allot Schedule 'C', on the strength of the Compromise petition & said sketch Map being part of Decree, i.e. being the land with old building within the South Eastern part within Mouza – Asansol, P.S. – Asansol South, within R.S. Khatian no.- 1005 & 1140; L.R. khatian no.- 997 & 998; in or upon R.S. Plot no.- 535 & 536 corresponding to L.R. Plot no.- 588 & 589, being Holding no.- 46(95) within Asansol Municipal Corporation measuring an area being 04 (four) katha equivalent to 2880 sq. ft. to Nirmal Kanti Saha s/o Late Bibhu Ranjan Saha i.e. Landowner/First Party no.-02. The schedule 'B' (shown in Red colour) & Schedule 'C' (shown in Yellow colour) referred above are those that are inscribed in the said sketch map attached with the Compromise petition & those were made part & parcel of the final decree.

AND WHEREAS later on Shri Pijush Kanti Saha & Shri Nirmal Kanti Saha (i.e. the present Landowner/First Party members), recorded & mutated their names in the L.R. Record of Rights as the Recorded Owners i.e. 'Raiyat' of their individually recorded property being L.R. Khatian No.- 5613 & 5614 respectively measuring in total an area of 08 katha equivalent to 14 decimal AND each owning & possessing an area of 04 katha each equivalent to 2880 sq. ft. each equivalent to 07 decimal each comprised in or upon R.S. Plot Nos.- 535 & 536 corresponding to L.R. Plot No.- 588 & 589 under L.R. Khatian no.- 5613 & 5614 respectively within Mouza - ASANSOL, J.L. no.- 035, Police Station- Asansol (South), Dist. Paschim Bardhaman as more fully mentioned in the schedule below property.

AND WHEREAS Shri Pijush Kanti Saha & Shri Nirmal Kanti Saha both sons of Late Bibhu Ranjan Saha thus became the absolute owner & possessor of the schedule mentioned property measuring in total an area of **08 katha** (approx.) equivalent to **13 decimal** (approx.).

AND WHEREAS Shri Pijush Kanti Saha & Shri Nirmal Kanti Saha both sons of Late Bibhu Ranjan Saha have been owning & possessing the schedule mentioned property openly, peacefully & uninterruptedly in equal share each i.e. 04 (four) katha each equivalent to 2880 sq. ft. each equivalent to 07 decimal each.

AND WHEREAS in this circumstances the First Party/ Vendor/ landowners are absolutely seized and possessed of or otherwise well and sufficiently entitled to the property fully mentioned in the schedule below.

AND WHEREAS the First Party/Vendor/landowners having decided to develop the Said schedule 'A' Property by executing the Project in the manner recorded below and whereas the Confirming Party/Developer Firm having good reputation & herein is directly involved in the business of Real estate development having proper knows how, manpower, finance and other resources.

AND WHEREAS the first party/Landowner have obtained a Sanctioned building Plan from Asansol Municipal Corporation vide memo no.- 1006/BP/AMC/HO, DATED – 03.11.2021 & 1005/SP/AMC/HO, DATED – 03.11.2021 for constructing multi-storeyed building/Project namely "DIPALI RESIDENCY" consisting of various commercial shop rooms,

residential units & garages as mutually decided & settled by & between the Parties.

AND WHEREAS relying on the representations of the Owner the Developer enter into a mutual agreement with the “**UNIVERSAL CONSTRUCTION CO.**’ a Partnership Firm, authorizing to erect the said multistoried building namely “DIPALI RESIDENCY” upon the said below mentioned schedule land at the costs and expenses of the Second Party/Developer.

AND with a view to enabling the said Firm to raise the said multistoried building “DIPALI RESIDENCY” it had become necessary to execute one ‘Registered Development & Construction Agreement’ AND another ‘Registered General Power of Attorney’ for mutual convenience, to exercise the following powers in connection with the schedule mentioned lands for the First Party and on its behalf in the matter of raising the aforesaid multistoried building on the schedule mentioned land.

THUS in pursuant to the said mutual agreement & with a view to enabling the said Firm to raise the said multistoried building namely “DIPALI RESIDENCY” upon the said below mentioned schedule land the instant First Party/Landowner executed one number of **Registered Development & Construction Agreement** being No.- **I 230504154** for the year **2021**, duly noted in Book No.- I, & registered in the Office of A.D.S.R., Asansol AND a **Registered General Power of Attorney** being No.- **I 230504168** for the year **2021**, duly noted in Book No.- I, & registered in the Office of A.D.S.R., Asansol appointing as their lawfully nominated & constituted Attorney “**UNIVERSAL CONSTRUCTION CO.**’ a Partnership Firm, AND represented by one of its Partner **MR. AMIT KUMAR RAI** (PAN NO. ARUPR1718F) S/o Shri Kailash Rai, resident of - 3/F-03, 3rd Floor, Radhika Apartment, Simultala, No.- 01 Mohishila Colony, P.O.- Asansol, Pin - 713303, P.S.- Asansol (South), District – Paschim Bardhaman, West Bengal, India.

AND WHEREAS by virtue of the said Regd. Development Agreement & Regd. General Power of Attorney respectively the above “**UNIVERSAL CONSTRUCTION CO.**’ a Partnership Firm, has been entrusted to develop the schedule mentioned land by making investment from its own fund as a Developer/Builder on the terms and conditions as fully set out in the above noted Registered Development agreement.

AND WHEREAS the “**UNIVERSAL CONSTRUCTION CO.**” a Partnership Firm raised a multi-storied building under the name and style “DIPALI RESIDENCY” consisting of various commercial as well as self-contained residential flats/parking space / garage / shops / offices etc. in accordance with the said site plan and building plan. Details of the said property are more fully mentioned and described in the Schedule ‘A’ below.

AND WHEREAS the entire cost and expenses towards construction of the ‘A’ schedule multi-storied building are being borne by said “**UNIVERSAL CONSTRUCTION CO.**” a Partnership Firm and as such said “**UNIVERSAL CONSTRUCTION CO.**” a Partnership Firm has acquired right and interest in respect of the entire constructions of the building, except the Vendor’s/First Party’s/Landowner’s allocation as mentioned in the above noted Registered Development & Construction Agreement and therefore for avoiding all future conflicts as well as to perfect the title and ownership of the purchaser over the ‘B’ Schedule property along with ‘C’ Schedule common rights agreed to execute this deed along with the vendor.

AND WHEREAS the Vendor having declared to sell **one self contained residential flat** of the ‘A’ schedule apartment being morefully described in Schedule B below along with undivided proportionate share or interest in the ‘A’ Schedule land which is more fully mentioned in the Schedule ‘B’ below along with common right of user over the common portions, areas, pathways, structures, installation etc. which are more fully mentioned in Schedule ‘C’ below.

AND WHEREAS the Purchaser having come to know of such intention of the Vendor proposed and offered to purchase the said ‘B’ property.

AND WHEREAS the Vendor considering the said price as fair, proper, reasonable and highest according to present market value prevailing in the locality accepted the said offer of the Purchaser/s and agreed to sell, convey and transfer the ‘B’ schedule property along with ‘C’ Schedule common rights unto and in favour of the Purchaser/s at and for the said total consideration price mentioned below & on the terms mentioned here in below.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

THAT in pursuance of the said agreement between the Vendor and the Purchaser/s and in consideration of the said sum of **Rs. 33,25,000/- (Rs. Thirty Three lakhs Twenty Five thousand) only** paid by the Purchaser/s to the Vendor (the receipt whereof the Vendor does hereby admit and acknowledge) as total price of the said property, the Vendor doth hereby grant, convey, sell and transfer unto and to the use of the said Purchaser/s all that 'B' Schedule property along with common rights and facilities more fully mentioned in the 'C' schedule below together with the right of path, passage, lights, liberties, privileges, easement and appurtenances whatsoever attached and concerning to the said property free from any or all encumbrances **TO HAVE AND TO HOLD** the said property hereby granted, conveyed and transferred unto and to the use of the said Purchaser absolutely and for ever having all transferable rights therein such as sale, gift, lease, mortgage, exchange or otherwise **AND THAT** the said Vendor for itself, its successors-in-office and legal representatives doth hereby further declare and covenant with the said Purchaser/s that the Vendor has good title, full power and absolute right to sell and transfer the said 'B' schedule property and further declare that the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property and that the Vendor has not in any way encumbered the said property intended to be conveyed by this Deed of Sale **AND THAT** the said Purchaser/s including all his/her/their legal heirs and successors shall and may at all times peacefully/quietly hold, possess, use and enjoy the said property as lawful and rightful owner thereof without any interruption, obstruction, claims and/or demand whatsoever from or by the Vendor or any person/persons lawfully/equitably claiming under or in trust for its **AND THAT** the said Vendor including all its successors-in-office and legal representatives shall and will for all times to come at the cost and request of the said Purchaser/s do or execute or cause to be done or executed all such acts, deeds, and/or things for further or more perfectly assuring the title of the Purchaser relating to the said property **AND THAT** the said Vendor doth hereby further declare and covenant with the said Purchaser/s that if it transpires that the 'B' schedule property hereby sold is not free from all encumbrances and/or the Vendor has no valid perfect and marketable title to the said property as hereinbefore stated by the Vendor, in that event the Vendor including all its successors-in-office and legal representatives will be bound to pay back the entire consideration

amount of money with legal interest to the Purchaser/s and shall also be liable to make good and indemnify all losses and damages which the Purchaser/s may suffer due to any defect in the title of the Vendor in respect of the said 'B' schedule property hereby sold the Purchaser/s.

THAT the purchaser/s do hereby acquire valid and absolute right to the said Schedule B property together with easements and privileges attached thereto & thereof.

THAT the Purchaser/s shall use the said Schedule B property solely and exclusively for **Residential purpose**.

THAT not to decorate or paint or otherwise the exterior of the said flat/building in any manner save in accordance with the general scheme thereof as is or any be specified by the Flat Owners Association.

THAT not to do anything whereby the other owners/occupiers of the flat/building is prevented from the enjoyment of their respective residences, garages quietly and exclusively.

THAT not to claim any right in any other part of the same flat/building save as may be necessary for ingress and egress or save as expressly granted and as mentioned in Schedule "C".

THAT not to claim partition or sub-division of common areas of the said flat of the said building and not to make any structural addition, alteration or modifications of permanent nature, and not to divide or fragment into smaller pieces or making separate independent portion of the said flat with permanent wooden partition and fixtures.

THAT not to carry on any obnoxious, offensive, illegal or immoral activity in the said flat which is mentioned in the schedule 'B' below or in any other portion / portions of the said building including common parts thereof or in any portion of the said building.

THAT not to do anything which may endanger, damage, risk or prejudice the floor or ceiling of the said flat.

THAT not to throw any rubbish or store any articles in any part of the common areas or any other parts of the said property/building or permit the same to be accumulated to such an extent so as to create any nuisance and thereby be prejudicial to the health & moral wellbeing of the other Owners/Occupiers of the said 'A' schedule property/building, save and except as may specifically be permitted and allowed by the Association of the Flat Owners in writing.

THAT the Purchaser/s at his/her/their own cost and expenses shall maintain his/her/their individual flat sold to his/her/them by repairing, plastering, white washing of the walls and colour washing of doors and windows including renovation, replacements etc. without causing any damage or detriment to the adjoining flat or flats belonging to other occupant/s of the said building on 'A' Schedule land.

THAT the Purchaser/s shall not have any right to undertake any addition or alteration which may cause damage in any way or affect the main structures, pillars, constructions and roof of the 'A' Schedule building.

THAT the Purchaser/s will have to pay proportionate Corporation tax and Rents which may be assessed for the 'B' schedule building to appropriate authority and will have to bear his/her/their share of expenses required for maintenance of the common portions over which the Purchaser/s is/are authorized to use and enjoy in common with other occupants of the A' schedule building.

IT IS further covenanted by and between the parties hereof that the Purchaser/s shall always abide by the decision of the committee/flat owners' association to be framed amongst the Purchaser/s and other owners of the flats and also observe, perform and comply with all rules, regulations, bye laws and procedure which will be framed by the said committee regarding maintenance, managements and protections of the common privileges, easements, sanitation, safety of the structure of the building and liabilities like corporation taxes, cesses, rents and other impositions levied or to be levied concerning the building.

THAT every internal walls separating the 'B schedule flat from an adjoining flat/flats shall be the common wall and cannot be removed or destroyed without the written consent of the said committee or flat owners' association of the building on 'A' schedule land.

IT IS hereby specifically declared that the provisions of West Bengal Apartment Ownership (Amendment) Act, 2015 and the Rules framed hereunder and the other laws of the land (as are amended up to date) and the Rules framed there under shall apply to the said Flats/Shops/Units as and when made applicable by the concerned authority.

THAT the Purchaser after satisfying themselves about the title of the Vendor in respect of the said property hereby agreed to purchase the same & have made proper enquiry and inspection in respect of the 'B' Schedule Unit/property and being fully satisfied with the constructional

work of the same taken delivery & possession of the said schedule B property.

THAT it has been covenanted between the parties that the Purchasers shall have the common right only to enjoy the roof terrace and maintain the same. But the Developer will have exclusive and absolute right to raise any structure, construction, advertisement panel, etc. over the ultimate roof of the A schedule building.

AND that it is further declared by the Vendor that the Purchaser/s by virtue of this Deed of Sale will be competent and entitled to get his/her/their name/s mutated in the records of S.D.L. & L.R.O., Extn. Part-1, Asansol under the State of West Bengal as also in the records and registers of Asansol Municipal Corporation and also in the records and registers of West Bengal State Electricity Board or any other authority the rent, tax, duties etc. will be borne by the Purchaser/s and the Vendor undertakes to render all such help and assistance as will be found essential in this regard.

The proportionate annual rent is payable to the State of West Bengal through S.D.L. & L.R.O., Extn. Part-1, Asansol, Dist. Paschim Bardhaman.

:: SCHEDULE "A" OF THE PROPERTY ABOVE REFERRED TO ::-

Within the District of Paschim Bardhaman, A.D.S.R. Office - Asansol, P.S. Asansol South, **Mouza – ASANSOL**, J.L. No. 035, (Road :- Arya Kanya School Road), being Holding No.- 46/95 & under the local limits of Ward no.- 021 (OLD) 040 (NEW) of Asansol Municipal Corporation, all that piece and parcel of land the details of which are given below :-

<u>R.S. Plot</u>	<u>L.R. Plot</u>	<u>Class</u>	<u>L.R. Khatian</u>	<u>Area of land</u>
535	588	Commercial Bastu	5613	07 decimal (approx.)
536	589			
535	588	Commercial Bastu	5614	06 decimal (approx.)
536	589			

Thus total area of land measuring **08 katha** (approx..) equivalent to **13 decimal** (approx..) equivalent to **5760 sq. ft.** (approx..) standing in or upon such land a fully completed G+IV multistoried pucca building/Project shall be named as “**DIPALI RESIDENCY**” consisting of various commercial shop rooms, residential units & garages, 02 wheeler & 04 wheeler parking spaces alongwith all easement rights, hereditaments, & appurtenances and situated at - Arya Kanya School Road, Aradanga, Near Durga Mandir, Assnsol - 713303 which is butted and bounded as follows :-

<u>NORTH</u>	H/o Late Priyaranjan Saha.
<u>SOUTH</u>	Pucca Road of 28' ft. wide
<u>EAST</u>	H/o Santosh Sarkar & others
<u>WEST</u>	H/o Prabal Roy & Sushanta Mitra

SCHEDULE “B” ABOVE REFERRED TO:-
(sold from Developer’s Allocation)

All that one self-contained residential Flat being No. **4/F02** on the **FOURTH (4th) FLOOR** of the “A” Schedule property fully completed Unit & measuring a **super built up area** of **1266** (ONE THOUSAND TWO HUNDRED & SIXTY SIX) **Sq. ft.**, & **Covered area** of **1012** (ONE THOUSAND & TWELVE) **sq. ft.**, having tiles flooring consisting of 03 bed rooms, 01 drawing cum dinning, 01 kitchen, 02 toilet, 01 Balcony along with one number of **02 (TWO) wheeler parking space** in the Ground Floor within the common parking area of the ‘A’ Schedule building measuring **35 (thirty five) sq. ft.**, along with easement rights, hereditaments, undivided & impartible proportionate share of land & interest in the total common areas & facilities in the building under the name & style of “**DIPALI RESIDENCY**” . Status – COMPLETE.

SCHEDULE “C” ABOVE REFERRED TO:-
(Common portions)

1. Stair Case up to Top Floor.
2. Stair Case landing up to top Floor of the said apartment
3. Common passage, entrance and exit from the building.
4. **Lift**
5. Installation of common service such as water sewerage.

6. Common electrical wiring electrical sub – station lines, meters and fittings and pumps and stair case lights.
7. Drainage & Sewerage.
8. Pump, Motor Pump and apparatus and installation in the said building for common use.

Proportionate annual rent is payable to the State of West Bengal, through the S.D.L. & L.R.O., Extn. Part-1, Asansol.

A sheet containing photos and finger prints of both hands duly attested by the parties concern is annexed hereto which do form a part of this deed.

-:::: MEMO OF CONSIDERATION :::-

SL. No.	Mode of Payment	Date	Bank Name, Branch Name & Cheque No./s	Amount Paid (in Rupees)
1.	TRANSFER	24.02.2022	SBI, HBL	1500000/-
2.	TRANSFER	02.04.2022	SBI, HBL	300000/-
3.	TRANSFER	04.05.2022	SBI, HBL	300000/-
4.	TRANSFER	10.06.2022	SBI, HBL	300000/-
5.	TRANSFER	15.09.2022	SBI, HBL	200000/-
6.	CHEQUE	20.09.2022	SBI, 359842	199500/-
7.	CHEQUE	22.11.2022	SBI, 359844	242500/-
8.	CHEQUE	13.12.2022	SBI, 280843	283000/-
	Total Amount Paid Are	Rs. 33,25,000/- (Rs. Thirty three lac twenty five thousand) only		

Total & Full consideration amount paid by the Purchaser, for the above mentioned 'B' schedule property, to the aforesaid Vendor, through its constituted Attorney, as per their full satisfaction is of **Rs. 33,25,000/- (Rs. Thirty Three lakhs Twenty Five thousand) only.**

IN WITNESS WHEREOF the parties have set and subscribed their hands and signatures on this the _____ day of DECEMBER, 2022 at A.D.S.R. Office, Asansol.

WITNESSES:

1.

(Signature For Self and As
Constituted attorney of :-
(1) SHRI PIJUSH KANTI SAHA,
(2) SHRI NIRMAL KANTI SAHA

2.

Drafted & Prepared by me as per
Reg. Development Agg & General
Power of Attorney, L.R. R.O.R.,
Instruction, & directions provided
by both the parties & Readover &
explained the contents to both the
Parties in Vernacular
and Printed in my office.

(UTSAV MUKHERJEE)
ADVOCATE,
PASCHIM BARDHAMAN DISTRICT JUDGE'S COURT AT ASANSOL
Enrolment No.- WB/549/2011.