

Uttam Kumar Saha, Sagar Saha,
Rabind Ghosh represented by
their constituted Attorney and
developer 'S P ENTERPRISE',
represented by its Partners
Soumitra Chowdhury And Pradip
Kumar Saha

For, S P Enterprise

Soumitra Chowdhury
Partner

For, S P Enterprise

Pradip Kumar Saha
Partner

DEED OF SALE OF FLAT.

THIS Deed of sale made this day of, 20.....

BETWEEN

Market Value

Rs./-

Dist. Malda,

P.S. Malda,

Mouza - Mangalbari

Samundai,

Flat No. on

.....Floor

Area : sq.ft.

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Uttam Kumar Saha, Sagar Saha,
Rabind Ghosh represented by
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Soumitra Choudhury and Pradip
Kumar Saha

'S P ENTERPRISE', a Partnership firm, having it's office at South Singatala, P.S. - English Bazaar, P.O. Mokdumpur, Dist - Malda, Pin-732103 represented by its Partners **1) SOUMITRA COHWDHURY, PAN-ADJPC9353L**, S/o. Late Arun Chowdhury, residing at K. J. Sanyal Road, P.S. - English Bazaar, P.O. & Dist - Malda, Pin-732101 and **2) PRADIP KUMAR SAHA, PAN-AVWPS5549P**, S/o. Late Khagendra Nath Saha, residing at Dakshin Lakshmipur, P.S. - Kaliachak, P.O. Shershani, Dist - Malda, Pin-732201(W.B.), all by Faith-Hindu, by Profession-Business, all by Nationality : Indian, hereinafter referred to as the **PROMOTER/DEVELOPER** as well as **ATTORNEY** of LAND OWNERS namely **1. UTTAM KUMAR SAHA, PAN- APUPS0387M**, S/o. Late Amulya Kumar Saha, **2. SAGAR SAHA, PAN-FIFPS5755E**, S/o. Uttam Kumar Saha, both residing at Mahanda Colony, P.O. Mangalbari, P.S. & Dist. Malda, Pin-732124 (W.B.), **3. RABIND GHOSH, PAN-CCYPG9053M**, S/o. Krishna Ghosh, residing at Mangalbari Ghoshpara, P.O. Mangalbari, P.S. & Dist. Malda, Pin-732124 (W.B.) all by profession Business, all by faith Hindu, all by Nationality : Indian vide Deed No. 7605 dated 02/07/2024 of A. D.S.R. Malda (Owner No. 1 & 2), vide Deed No. 13391 dated 13/09/2024 of D.S.R. Malda (Owner No. 2) and Vide Deed No. 12283 dated 04/10/2024 of A.D.S.R. Malda (Owner No. 3) (which expression shall unless excluded by or repugnant to the context be deemed to include the heirs and / or respective heirs, executors, administrators, legal representatives and assignees) hereinafter referred to as the **PARTY OF FIRST PART**.

....., son/wife/daughter of,
by faith, by nationality Indian, by occupation,
permanently residing at Vill -, Post Office-
....., Police Station-, Dist -,
State-....., Pin- [PAN] & [AADHAAR
No.] hereinafter referred to as the
PURCHASER or the **VENDEE** (which expression shall unless
excluded by or repugnant to the context be deemed to include
his/her heirs and/or respective heirs, executors, administrators,
legal representatives and assignees) of the **SECOND PART**.

By registered Deed of Partition bearing Deed No. 12472 dated 26/12/1990, Deed of Sale bearing Deed No. 5712 dated 02/06/1992, Deed of Sale bearing No. 146 dated 09/01/1998, Deed of Sale bearing No. 2620 dated 02/05/2006, Deed of Sale bearing No. 4520 dated 26/04/2013, Deed of Gift bearing Deed No. 4471 dated 30/03/2012 and Deed of Sale bearing Deed No. 1274 dated 09/02/2009, the Owner No. 1 i.e. Uttam Kumar Saha herein acquired all that piece and parcel of land measuring more and less an area 34.578 Decimals of Plot no. R.S. 1599, 1572, 1571, L.R. 1740, 1723 & 1722 lying and situated at Mouza: Mangalbari Samundai, J.L. 105 Police Station Malda, District of Malda, which is one compact piece of land and the plots are adjacent plots (morefully and particularly described in the SCHEDULE "A" Part-I) here under written and herein after referred to as the 'Said Premises'). By Registered Deed of Sale bearing Deed No. 8677 dated 08/08/2013 the Owner No. 2 i.e. Sagar Saha herein acquired 3.30 dec. of land of R.S. Plot no. 1599, L.R. 1740 and 2.20 dec. of land of R.S. Plot No. 1572, L.R. 1723 lying and situated at Mouza: Mangalbari Samundai, J.L. 105 Police Station Malda, District of Malda, which is one compact piece of land and the plots are adjacent plots (morefully and particularly described in the SCHEDULE "A" Part-II) here under written and herein after referred to as the 'Said Premises'). By Registered Deed of Sale bearing Deed No. 8343 dated 18/07/2024 the Owner No. 3 i.e. Rabind Ghosh herein acquired 0.510 dec. + 5.01 dec. = 5.52 decimal of land of R.S. Plot no. 1571, 1572, L.R. 1722 & 1723 lying and situated at Mouza: Mangalbari Samundai, J.L. 105 Police Station Malda, District of Malda, which is one compact piece of land and the plots are adjacent plots (morefully and particularly described in the SCHEDULE "A" Part-III) here under written and herein after referred to as the 'Said Premises').

The Owners with an intention to develop the Said Premises approached the Promoter/Developer i.e. 'S P ENTERPRISE', represented by its Partners Soumitra Cohwdhury and Pradip Kumar Saha for the purpose and the Promoter/Developer i.e. 'S P ENTERPRISE' A partnership firm had formulated a scheme to develop a Project consisting of Residential Accommodation and for the said purpose has nominated the Promoter/Developer i.e. 'S P ENTERPRISE' to plan, conceptualize, build, erect and complete the project on such terms and conditions as contained

in the Development Agreement executed by Owner No. 1 & 2 dated 2nd July, 2024, registered before the office of the Addl, Dist. Sub-Registrar, Malda, recorded in Book No. I, Volume No. 0902-2024, Pages from 199779 to 199814, being No. 7563 for the year 2024 and subsequently the Owner No. 1 & 2 herein had executed a Power of Attorney in favour of the Promoter/Developer conferred certain power mentioned in the said Power of Attorney dated 2nd July, 2024, registered before the office of the Addl, Dist. Sub-Registrar, Malda, recorded in Book No. I, Volume No. 0902-2024, Pages from 199815 to 199833, being No. 7605 for the year 2024, in the Development Agreement executed by Owner No.2 dated 13th Date of September, 2024, registered before the office of the Dist. Sub-Registrar, Malda, recorded in Book No. I, Volume No. 0901-2024, Pages from 231750 to 231771, being No. 13333 for the year 2024 and subsequently the Owner No. 2 herein had executed a Power of Attorney in favour of the Promoter/Developer conferred certain power mentioned in the said Power of Attorney dated 13th September, 2024, registered before the office of the Dist. Sub-Registrar, Malda, recorded in Book No. I, Volume No. 0901-2024, Pages from 231964 to 231977, being No. 13391 for the year 2024 and in the Development Agreement executed by Owner No. 3 dated 4th October, 2024, registered before the office of the Addl, Dist. Sub-Registrar, Malda, recorded in Book No. I, Volume No. 0902-2024, Pages from 293551 to 293576, being No. 12162 for the year 2024 and subsequently the Owner No. 3 herein had executed a Power of Attorney in favour of the Promoter/Developer conferred certain power mentioned in the said Power of Attorney dated 4th October, 2024, registered before the office of the Addl, Dist. Sub-Registrar, Malda, recorded in Book No. I, Volume No. 0902-2024, Pages from 294764 to 294780, being No. 12283 for the year 2024.

Subsequently '**S P ENTERPRISE**', represented by its Partners Soumitra Cohwdhury and Pradip Kumar Saha got Permission for construction of Building vide Permit No. dated issued by the Chairman, English Bazar Municipality and started to construct a Multi Storied flat Building under name and style ".....".

AND WHEREAS the FIRST PART has completed construction of building namely "....." and has offered to sale one of the flat on floor flat no "....." having super built up area of sq. ft. (.....) (which includes 25% of the built-up area for use of common area) having carpet area of sq. ft. (.....) as ownership flat to which the PURCHASER herein has agreed to purchase and to own the said flat with sole and exclusive transferable and inheritable right together with access to the common facilities provided by the first Part and restricting to a price of Rs.-/- only (..... only) along with GST of ... % i.e. Rs.-/- (..... Only) admeasuring to Rs.-/- (.....only) which have been paid by the PURCHASER to the First Part according to MEMO OF CONSIDERATIOPN before the delivery of possession of the said flat no "....." on thefloor of the building by the First Part to the PURCHASER in the manner described hereunder.

AND WHEREAS NOW THIS INDENTURE WITNESS that in pursuance of the agreement datedand in consideration of the sum Rs.-/- only (..... only) as the total consideration for the said flat paid to the VENDOR/DEVELOPER by the PURCHASER, the VENDOR/DEVELOPER do hereby grant, convey, transfer and assign, assure unto the said Purchaser free from all encumbrances the flat no. "....." on the floor of the property described in the Schedule- B hereunder written in all the joints above between its ceiling and the floor above also between the floor and its ceiling of the flat below and with full ownership of all doors, windows, fittings, fixtures both sanitary and electrical, all external and internal walls with 25% of the built-up area for use of common area as share and interest in the stair-case, lift, land below, the space for two-wheelers and all ways and passages,

drains, water courses, together with the benefit of all ancient and other rights, liberties, easements and appurtenances and all estate right, title interest, property claim whatsoever of the VENDOR/DEVELOPER in the said flat free from all encumbrances and attachments whatsoever except the right of demolition damage or committing waste to have and hold the property hereby conveyed to the Purchaser absolutely.

AND THAT THE VENDOR/DEVELOPER do hereby covenant and agree with the Purchaser, his/her/their heirs, executors, administrators, representatives and assignees, that notwithstanding any act, DEED or thing whatsoever, by the VENDOR/ DEVELOPER or by any of their predecessors and ancestors in title, done or execute or knowingly suffered to the contrary be the VENDOR/ DEVELOPER had at all material times hereto before and now has good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign, and assure the said property hereby granted, sold, conveyed and transferred or expressed or intended so to be, unto and to the use of the Purchaser, their heirs, executors, administrators, representatives, and assignees in the manner aforesaid.

AND THAT THE PURCHASER, his/her/their heirs, executors, administrators, representatives and assignees shall and may at all times hereafter peaceably and quietly enter into hold, possess and enjoy the said property and receive the rents, issues and profits thereof, without lawful eviction, hinder and interruption, disturbance, claims or demand whatsoever from or by the VENDOR/ DEVELOPER or any person or persons lawfully or equitably claiming any right or estate thereof from under or in trust for him or from or under any of his ancestors or predecessors in title.

AND THAT free and clear and freely and clearly absolutely acquired, exonerated and released or otherwise by and at the costs and expenses of the VENDOR/DEVELOPER well and sufficiently save indemnified or from and against all and all manner of claims, charges, liens, debts, attachments and encumbrances whatsoever made or suffered by the VENDOR/DEVELOPER;

AND it is further agreed and declared amongst the parties as follows :

1. The PURCHASER shall have full and absolute proprietary rights such as the Vendor/Developer derives from the title save and except that of demolishing, damage or committing waste in respect of the property described in Schedule- A, Schedule- B i.e. Flat No. '.....' (..... floor) in any manner so as to affect the VENDOR/ DEVELOPER or other co-Vendor/Developers who have already purchased and acquired or may hereafter purchase or acquire similar property rights as covered by this conveyance.
2. That the PURCHASER shall also be entitled to sell, gift, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the VENDOR/DEVELOPER or any other co-Vendor/Developers who may have acquired before and who may hereafter acquire any right, title, interest similar to those acquired by the Purchaser under the terms of this conveyance.
3. The PURCHASER'S undivided interest in the soil more fully described in schedule 'A' hereunder written shall remain joint for all times with the co-Vendor/Developers who may thereafter or hereto before have acquired right, title and interest in the land and in any flat / garage in the building, it being hereby declared that the interest in the soil is impartible.
4. As per Transfer of Property Act, West Bengal Apartment ownership Act, 1972, West Bengal Municipal Act, 1993 besides other laws of the land, the PURCHASER shall have the joint right and ownership of all common service areas indicated in the map

or plan hereunto annexed which are also hereunder conveyed and allotted for common use.

5. The VENDOR/DEVELOPER hereby further covenant with the PURCHASER that the Purchaser shall henceforth quietly and peacefully hold, possess, occupy and enjoy the said Flat being No. '.....' (..... floor), subject to payment by the Purchaser of all taxes, assessment, charges, duties, government revenue or local authorities proportionately hereafter in respect of the building named as ".....".

6. The PURCHASER do hereby covenant and agree with the VENDOR/DEVELOPER that save and except as aforesaid, the Purchaser shall at all times hereafter pay or cause to be paid her share of taxes and also become a member of the Co-operative Housing Society or body to be formed by all the flat-Vendor/Developers of the said building and carry out the terms and conditions and regulations of the said property.

7. The PURCHASER do hereby furthermore covenant and agree with the VENDOR/DEVELOPER that he shall abide by the regulations of the said society on admission as a member thereof and pay for and discharge and satisfy all demands, contributions and dues which the said society may hereafter make in respect of the said premises.

8. The VENDOR/DEVELOPER shall have right, title and interest over the roof of the building proportionately for the unsold flats and these rights shall be impartible together with the registered Purchaser of the other flats in the said building. However, the Purchaser for their localized purpose like installing and maintaining T.V. Antenna, drying clothes under the Sun and any social programme temporarily can use the roof top. Neither the registered flat owners nor the VENDOR/ DEVELOPER can ever use the roof for commercial purposes nor can erect any further construction thereon.

9. In the event of natural calamity and/or some unknown reason, if the building damp and/or damaged and destroyed in that case the VENDOR/DEVELOPER or THE CONSTITUTED ATTORNEY/ VENDOR shall not be held responsible.
10. All the flat owners shall be bound and responsible for the maintenance of the building. All the flat owners shall have to bear the expenses to be incurred for salary of night-guard & caretaker, electricity bills for common services. All easement rights pertaining to the said land and building to be held and enjoyed by the Purchaser jointly with the other flat owners of the said building.
11. The PURCHASER of flat, under any circumstances, is not allowed to alter / add to/ modify the structure of the building / flat.

**THE SCHEDULE 'A' PART I
ABOVE REFERRED TO**

(Said Premises)

ALL THAT piece and parcel of homestead land measuring 37.878 (thirty eight point eight seven eight) Decimal in total out of which 34.578 (thirty four point five seven eight) Decimal within Dist. Malda, P.S. Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284 (two hundred eight four), 530 (five hundred thirty), 830 (eight hundred thirty), 21 (twenty one), L.R. Khatian No. 2350 (two thousand three hundred fifty one), R.S. Plot No- 1599 (one thousand five hundred ninety nine), 1572 (one thousand five hundred seventy two) & 1571(one thousand five hundred seventy one), Corresponding to L.R. Plot No. 1740 (one thousand seven hundred forty) area- 14.80 (four teen point eight zero) decimal, 1723 area- 18.39 (eighteen point three nine) decimal, & 1722 area- 1.388 (one point three eight eight) decimal, under Ward No. 18 of Old Malda Municipality own and possessed by Uttam Kumar Saha i.e. owner No. 1 and measuring 3.30 (three point three zero) Decimal out of 37.878 decimal within Dist.- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284(two

hundred eight four), L.R. Khatian No. 11909(eleven thousand nine hundred nine), R.S. Plot No-1599 (one thousand five hundred ninety nine), Corresponding to L.R. Plot No. 1740 (one thousand seven hundred forty) area- 3.30 decimal under Ward No. 18 of Old Malda Municipality own and possessed by Sagar Saha i.e. Owner No. 2. which is butted and bounded by:

ON THE NORTH : c (40ft. wide metal road)
ON THE SOUTH : Land Owner
ON THE EAST : Land Owner & Sidam Das and Ranjan Biswas
ON THE WEST : Land owner & Ganesh Saha

**THE SCHEDULE 'A' PART II
ABOVE REFERRED TO**

(Said Premises)

ALL THAT piece and parcel of homestead land measuring 2.20 (two point two zero) Decimal within Dist. Malda, P.S. Malda, Mouza-Mangalbari Samundai, J.L. No. 105, Old Khatian No. 284 (two hundred eight four), L.R. Khatian No. 11909(eleven thousand nine hundred nine), R.S. Plot No-1572 (one thousand five hundred seventy two), Corresponding to L.R. Plot No. 1723 (one thousand seven hundred twenty three) area- 2.20 decimal under Ward No. 18 of Old Malda Municipality own and possessed by Sagar Saha i.e. Owner No. 2. which is butted and bounded by:

ON THE NORTH : Bulbul Chandi Road (40ft. wide metal road)
ON THE SOUTH : Land Owner
ON THE EAST : Land of Rabinda Ghosh
ON THE WEST : Land of Ganesh Saha

**THE SCHEDULE 'A' PART III
ABOVE REFERRED TO**

(Said Premises)

ALL THAT piece and parcel of homestead land measuring $0.510+5.10=5.52$ (five point five two) Decimal within Dist. Malda, P.S. Malda, Mouza-

Uttam Kumar Saha, Sagar Saha,
Rabind Ghosh represented by
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Kumar Saha

Mangalbari Samundai, J.L. No. 105, Old Khatian No. 530 (five hundred thirty), 21 (twenty one) L.R. Khatian No. 12086 (twelve thousand eighty six), R.S. Plot No-1571 (one thousand five hundred seventy one) & 1572 (one thousand five hundred seventy two), Corresponding to L.R. Plot No. 1722 (one thousand seven hundred twenty two) & 1723 (one thousand seven hundred twenty three) under Ward No. 18 of Old Malda Municipality own and possessed by Sagar Saha i.e. Owner No. 2. which is butted and bounded by:

ON THE NORTH : Bulbul Chandi Road (40ft. wide metal road)
ON THE SOUTH : Uttam Kumar Saha
ON THE EAST : Sanjoy Das & Sudam Das
ON THE WEST : Uttam Kumar Saha

SCHEDULE - B REFERRED TO ABOVE
REFERRED TO ABOVE [THE SCHEDULE OF FLAT]

The Flat is on the floor (Flat no '.....') having an area total Super built up area of sq. ft., Built up area of having Carpet area of sq. ft. (which includes 25% of the built-up area for use of common area) in the building having Bed rooms, Dining cum Kitchen, Toilet/Latrine and Balcony consisting of several flats - together with undivided and unspecified proportionate share of land as described in the first schedule. The Floor of which is finished along with lift facility.

The flat is butted and bounded with :

North-

South-

East-

West-

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Rabind Ghosh represented by
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developer 'S P ENTERPRISE',
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Kumar Saha

IN WITNESSETH WHEREOF the OWNER / DEVELOPER and the
PURCHASER have hereunto set and subscribed their respective hands and
seals on the day, month and year first above written.

WITNESSES :~

1.

For, S P Enterprise

Soumitra Chowdhury
Partner

For, S P Enterprise

Pradip Kumar Saha.
Partner

.....

SIGNATURE OF THE DEVELOPER

2.

.....

SIGNATURE OF THE PURCHASER

Drafted by:

Typed by:

Uttam Kumar Saha, Sagar Saha,
Rabind Ghosh represented by
their constituted Attorney and
developer 'S P ENTERPRISE',
represented by its Partners
Soumitra Chowdhury and Pradip
Kumar Saha

MEMO OF CONSIDERATION

Received from the within named Allottees the within mentioned sum of Rs.
...../- (Rupees Only)
only towards part payment of the consideration for sale of the Said
Apartment described in the Schedule above, in the following manner:

DATE	BANK	CHEQUE NO.	AMOUNT
TOTAL			

For, S P Enterprise
Soumitra Chowdhury
Partner

For, S P Enterprise
Pradip Kumar Saha
Partner