

Query No. 200	/ 2024
GRN No. 19-202425-0	

DEED OF SALE

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Mouza Raniganj Municipality, P.S. Raniganj, Sale Value :Rs., Assessed Market Value Rs. Carpet Area of Flat measuring Sq.ft. situated on the of PRAKRITI APARTMENT.



THIS INDENTURE is made on this the day of **August, 2024 (TWO THOUSAND TWENTY FOUR)**;
- BY -

(1) **SRI CHINMOY MONDAL, (PAN : APHPM9428C)**, Son of Sri Lakshmi Narayan Mondal, by faith Hindu, Nationality Indian, by Occupation Business, resident of B.B. Banerjee Road, Raniganj, P.O. & P.S. Raniganj, A.D.S.R. Office Raniganj, Sub-division Asansol, Dist. Paschim Bardhaman (W.B), Pin Code-713347,

(2) **SMT. SUSMITA SHAW, (PAN : BXRPS1340C)**, Wife of Sri Robin Shaw, by faith Hindu, Nationality Indian, by Occupation Business, resident of Girja Para, Raniganj, P.O. & P.S. Raniganj, A.D.S.R. Office Raniganj, Sub-division Asansol, Dist. Paschim Bardhaman (W.B), Pin Code-713347 and;

(3) **SRI SANJIT KUMAR BHAKAT, (PAN : AJHPB0427A)**, Son of Late Kalicharan Bhakat, by faith Hindu, Nationality Indian, by Occupation Business, resident of Saldanga, Bhakat Para, Raniganj, P.O. & P.S. Raniganj, A.D.S.R. Office Raniganj, Sub-division Asansol, Dist. Paschim Bardhaman (W.B), Pin Code-713347, hereinafter jointly and severally called the "**FIRST PARTY/SELLERS**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include all their respective heirs, legal representatives, executors, administrators and assigns) of the **ONE PART**;

A N D

EVERGREEN REALTORS, having Income Tax PAN : **AAJFE5942Q**, a Partnership Firm having its Regd. Office situated at F/21, N.S.B. Road, Raniganj, P.O. & P.S. Raniganj, A.D.S.R. Office Raniganj, Sub-division Asansol, Dist. Paschim Bardhaman (W.B), Pin Code-713347, represented by its Partners (1) **SRI CHINMOY MONDAL, (PAN : APHPM9428C)**, Son of Sri Lakshmi Narayan Mondal, by faith Hindu, Nationality Indian, by Occupation Business,

resident of B.B. Banerjee Road, Raniganj, P.O. & P.S. Raniganj, A.D.S.R. Office Raniganj, Sub-division Asansol, Dist. Paschim Bardhaman (W.B), Pin Code-713347, **(2) SMT. SUSMITA SHAW, (PAN : BXRPS1340C)**, Wife of Sri Robin Shaw, by faith Hindu, Nationality Indian, by Occupation Business, resident of Girja Para, Raniganj, P.O. & P.S. Raniganj, A.D.S.R. Office Raniganj, Sub-division Asansol, Dist. Burdwan (W.B), Pin Code-713347, **(3) SRI SANJIT KUMAR BHAKAT, (PAN : AJHPB0427A)**, Son of Late Kalicharan Bhakat, by faith Hindu, Nationality Indian, by Occupation Business, resident of Saldanga, Bhakat Para, Raniganj, P.O. & P.S. Raniganj, A.D.S.R. Office Raniganj, Sub-division Asansol, Dist. Paschim Bardhaman (W.B), Pin Code-713347,, hereinafter collectively referred to as the "**SECOND PARTY/ DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof include its respective heirs, administrators, legal representatives, assigns / its successors and assigns) of the **SECOND PART**;

-: IN FAVOUR OF :-

(1), (PAN:.....), Son of.....,
(2) (PAN:.....), Wife of, both
both are by faith Hindu, by Nationality Indian, by Occupation, both are resident
of.....
....., herein-after jointly and severally called the "**THIRD PARTY/ PURCHASERS**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**;

WHEREAS :-

- (i) The "**SELLERS**" shall mean and include their respective heirs, legal representatives, executors, administrators, successors-in-office and/or assigns.
- (ii) The "**DEVELOPER**" shall mean and include its respective heirs, legal representatives, executors, administrators, successors-in-office and/or assigns.
- (iii) The "**PURCHASERS**" shall mean and include their heirs, legal representatives, executors, administrators and/or assigns.

WHEREAS the property situated within Mouza Raniganj Municipality, J.L. No. 24, P.S. Raniganj, appertaining to L.R. Khatian Nos. 30151, 30186 & 30076 bearing R.S. Plot No. 2810, corresponding to L.R. Plot No. 4056, measuring an Area and R.S. Plot No. 2811, corresponding to L.R. Plot No. 4058, measuring an Area, i.e. in total measuring an Area 14.7372 Decimal, particularly mentioned in the Schedule-'A' below purchased by the Sellers namely (1) Sri Chinmoy Mondal, Son of Sri Lakshmi Narayan Mondal, (2) Smt. Susmita Shaw, Wife of Sri Robin Shaw & (3) Sri Sanjit Kumar Bhakat, Son of Late Kalicharan Bhakat, by virtue of four separate Regd. Sale Deed (i) **Sale Deed No. 2214 for the year 2021 of D.S.R. Office Paschim Bardhaman**, purchased from its lawful owners Smt. Ira Mukherjee & Others, (ii) **Sale Deed No. 2215 for the year 2021 of D.S.R. Office Paschim Bardhaman**, purchased from its lawful owners Smt. Ibha Mukherjee & Others and (iii) **Sale Deed No. 2320 for the year 2021 of D.S.R. Office Paschim Bardhaman**, purchased from its lawful owners Sri Asis Banerjee @ Ashish Kumar Banerjee & Others & (iv) **Sale Deed No. 2402 for the year 2021 of D.S.R. Office Paschim Bardhaman**, purchased from its lawful owners Sri Asis Banerjee @ Ashish Kumar Banerjee & Others.

AND WHEREAS by virtue of such purchase the names of the said Sellers namely (1) Sri Chinmoy Mondal, Son of Sri Lakshmi Narayan Mondal, (2) Smt. Susmita Shaw, Wife of Sri Robin Shaw & (3) Sri Sanjit Kumar Bhakat, Son of Late Kalicharan Bhakat, have duly been recorded in the finally Published L.R. Record of Rights in separate L.R. Khatians as Rayats, as well as name of the Sellers have duly mutated in the Assessment Register of Borough-II of Asansol Municipal Corporation as an Assesseees.

AND WHEREAS by virtue of such purchase said Sellers namely (1) Sri Chinmoy Mondal, Son of Sri Lakshmi Narayan Mondal, (2) Smt. Susmita Shaw, Wife of Sri Robin Shaw & (3) Sri Sanjit Kumar Bhakat, Son of Late Kalicharan Bhakat, jointly became the absolute owners and possessors of **14.7372 Decimal** of land which is more particularly mentioned in the 'A' Schedule hereunder;

AND WHEREAS the Sellers namely (1) Sri Chinmoy Mondal, Son of Sri Lakshmi Narayan Mondal, (2) Smt. Susmita Shaw, Wife of Sri Robin Shaw & (3) Sri Sanjit Kumar Bhakat, Son of Late Kalicharan Bhakat, have made a Partnership Firm under the Trade name and style of **"EVERGREEN REALTORS"** had joined their hands to start and carry on the business that of dealing in land and properties, to act as developers to develop the land and properties, construction of buildings and flats, shop rooms, parking space etc. to act as contractors and civil and others made a Partnership Deed on dated

AND WHEREAS the said Partnership firm namely "EVERGREEN REALTORS" accordingly developed the same by constructing **G+4** floors as residential building thereon namely "PRAKRITI APARTMENT" having parking space in its Ground floor and Flats in its First to other floors as per the specification of work as mentioned below and according to **Building Plan sanction from Asansol M.C. bearing Building Permlt No. SWS-OBPAS/1101/2024/0527 dtd. 08-07-2024.**

AND WHEREAS the Developer namely **EVERGREEN REALTORS** has confirmed this Deed of Sale.

AND WHEREAS :-

- (A) In this Indenture unless it be contrary or repugnant to the subject or context the following words and/or expression shall mean as followings :-
- (i) The "LAND" shall mean the land appertaining to **L.R. Khatian Nos. 30151, 30186 & 30076** bearing **R.S. Plot No. 2810**, corresponding to **L.R. Plot No. 4056**, measuring an Area and **R.S. Plot No. 2811**, corresponding to **L.R. Plot No. 4058**, measuring an Area, i.e. in total measuring an Area **14.7372** Decimal of land situated within **Mouza Raniganj Municipality**, P.S. Raniganj, Dist. Paschim Bardhaman, which is particularly mentioned in **Schedule-"A"** below over which **G+4** storied Residential Building standing thereon.
 - (ii) The "BUILDING" shall mean the building consisting of **G+4 Storied** building situated on the above mentioned Land which is particularly described in the Schedule-'B' hereunder.
 - (iii) The "FLAT" shall mean the **Flat being No.** having its **Carpet Area** measuring **Sq.ft.** (and including **Super-built-up Area** **Sq.ft.**) situated on the **FLOOR of the Building** as morefully described in the **Schedule-C** hereunder together with proportionate share of the Land allocable to the said Flat.

- (iv) The "**COMMON PORTION**" shall mean the common parts (corridor, staircase, lift, shafts/lift core at every level, Lift machine room, vacant space etc.) and areas of the Building which are kept for common use and enjoyment of the Purchasers and the Seller.
- (v) The "**PROPORTIONATE SHARE**" shall mean the ratio in which the floor area of the **Flat No.** bears to the total covered area of all the Flats in the Building.
- (vi) The "**UNDIVIDED SHARE**" shall mean the undivided proportionate share in the Land which is allocable to the **Flat No.** which has been arrived and fixed for the time being in force.

AND WHEREAS, the Sellers declared and the Developer has confirmed to sell out the newly built Flat which is situated on the **FLOOR** of the Building which is particularly described in the Schedule-C below hereinafter called the "Said Property" (including proportionate share of super-built-up area) at a Total consideration amount of **Rs. (Rupees.....)** only;

AND WHEREAS, the Purchasers considering the above price as fair, equitable and highest in the present market and having been agreed with the terms and conditions laid down in the Model Draft Conveyance agreed to purchase the **FLAT** at the above consideration amount;

AND WHEREAS, the Sellers and the Developer accepted such proposal of the Purchasers and have agreed to convey the **FLAT** in favour of the Purchasers subject to the terms and conditions laid down in these presents;

NOW THEREFORE THIS INDENTURE WITNESSETH as follows :-

- (B) That in consideration of the payment of the sum of **Rs. (Rupees.....)** only made by the Purchasers to the Developer namely **EVERGREEN REALTORS** (a Partnership firm who develop the schedule mentioned property as a Developer) in the manner as mentioned here-in-above the whole of the aforesaid consideration money as the sale price of the property (the receipt where-of the said Developer doth hereby admit and acknowledge) and the said Sellers and developer doth hereby sell, convey, grant, transfer unto the

Purchasers the "FLAT" situated on the FLOOR of the Schedule "B" building alongwith the common facilities more particularly mentioned in Schedule "C" below together with all existing passage, lights, rights, liberties, privileges, easements, benefits, advantages and appurtenances whatsoever thereto belonging or in any way appertaining thereto or therewith usually held, occupied enjoyed reputed or known as parts and parcels there-of or appurtenant thereto the said property hereby conveyed and transferred unto the Purchasers AND all estate, right, title interest and possession, claim and demand whatsoever of the Sellers into or upon the same and every part there-of **TO HAVE AND TO HOLD** the same unto and to the use of the Purchasers, their heirs, executors, administrators, assigns absolutely and for ever together with all easement rights attached thereto free from all encumbrances and the Purchasers from this day by virtue of this deed became the absolute owners of the same.

The Sellers and Developer do hereby covenant with the Purchasers as follows :-

- (1) That the Sellers and Developer do hereby covenant that the Flat, and/or the land is not sold to other party or mortgaged/charged with any claim, demand, attachment or lien or otherwise encumbered whatsoever, if its transpires otherwise hereafter and if the Purchasers' title to and / or possession therein be adversely affected on account of any defect in title of the Sellers, the later must get the same removed and the purchasers' title to and/or possession therein be restored and perfected by the Sellers at their own costs and responsibility. Further the Sellers covenant also that they shall, at the costs and requests of the purchasers do, execute and registered all such deeds and documents, shall or may be reasonably required, for better and uninterrupted peaceful possession of the flat hereby sold.
- (2) That the Sellers doth hereby covenant and declare that the SELLERS and any predecessors-in-title of the SELLERS had/have never made or done anything or execute any deed or committed or knowingly suffered to the contrary to the absolute title of the SELLERS and the SELLERS are lawfully and rightfully seized and possessed of or otherwise well and sufficiently entitled to the said property hereby granted as absolute and indefeasible estate, equivalent thereto free from all encumbrances and charges what-so-ever and that the SELLERS have fully power and absolute and indefeasible right and authority to grant, convey, settle, transfer and assure the said property mentioned in Schedule "C" below hereby granted unto the Purchasers in the manner aforesaid and according to the true intent and meaning of this deed.

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- (3) That the Sellers hereby covenants with the Purchasers that the said property described and mentioned in the Schedule "C" below that the Purchasers shall hereafter peaceably and quietly hold, possess and enjoy the property in khas or otherwise in the right, title, interest of the Sellers without any interruption or disturbance claim or demand whatsoever from the Sellers or any person claiming through or under them.
- (4) That the said property mentioned in the Schedule "C" below is not affected by attachment including attachment under any certificate case or any proceedings started at the instance of the Income Tax Authority or Estate Duty Authority or other Govt. Authorities under Public demand and recovery act and/or any other acts or otherwise what-so-ever and that there is no certificate case or proceedings against the SELLERS for realisation of arrears of Income Tax or Estate Duty and/or other Taxes and dues or otherwise under the Public demand and recovery act and/or any other acts for time being in force and that the said property is not otherwise charged, mortgaged or encumbered.
- (5) That the said property hereby transferred and conveyed is free and discharged by the SELLERS from all rents, cesses and taxes and other impositions what-so-ever due up-to-date or sufficiently indemnified against all encumbrances claims and demands whatsoever created or made by the Sellers.
- (6) That the SELLERS and the DEVELOPER doth hereby further agree and declare that the PURCHASERS shall be entitled from this day to enjoy the property hereby sold as absolute owners in any manners as they may like or find necessary, without any disturbance or interruption of the SELLERS or DEVELOPER or their successors executors and legal representatives by appointing tenant therein and/or transferring the said property to any person(s) or authority.
- (7) That the Sellers and the Developer at the cost of the Purchasers do every act, deed and things and execute such deed or instrument for further or more perfectly assuring the right, title, interest and possession of the Purchasers in the said property as shall be reasonably required in that behalf without claiming any further monetary consideration therefor.

- (8) That there is no impediment under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 for the Sellers to grant, convey and transfer the said property unto the Purchasers in the manner aforesaid.

AND the Sellers hereby sold and the Developer has confirmed and the Purchasers hereby Purchased the "C" Schedule premises of building mentioned in Schedule-"B" on the following terms and conditions.

- (i) That the Purchasers shall have absolute right, title and ownership to the inner halves of the Common and full outer walls of the said flat mentioned in Schedule "C" below.
- (ii) That the Purchasers shall have the absolute right to transfer the said Flat hereby conveyed excepting the right of roof.
- (iii) That the Purchasers shall make interior decoration of the said Flat according to their own choice and desire at their own costs without making any damage of the other portion of the said building.
- (iv) That the Purchasers shall have to make additions and alterations and necessary repairing of the said Flat at their own costs without causing any damage to the super-structure and its beam, joist, pillar, column etc. of the building of which the said flat is a part.
- (v) That the Purchasers shall take separate Electric Connection in their own names in the said flat hereby conveyed through the transformers installed by WBSEDCL for supply of electricity to 'PRAKRITI APARTMENT' at their own costs and responsibility.
- (vi) That it is hereby declared by the Sellers that the Purchasers by virtue of this "Sale Deed" shall be entitled to get their names mutated with the Asansol Municipal Corporation and in the B.L. & L.R.O. Raniganj and such appropriate authorities and shall pay Municipal Corporation taxes and other Government taxes, fees etc. there-of directly to such authorities in their own names having no concern or lien on the Sellers/Developer and/or Co-owners.

- (vii) That the Purchasers shall have right to enjoy all common stair, stair-case and passage, lift etc. of the said building mentioned in Schedule-"A" below.
- (viii) That the Sellers and Developer do hereby deliver vacant khas possession of the premises mentioned in Schedule "C" below to the Purchasers absolutely and forever.
- (ix) That the internal wall separating the other Flat or common space shall not be/ can not be removed or destroyed at any point of time and the Purchasers hereby restricted to dig the floor of the said Schedule "C" premises which are common and may cause damage to the Schedule-"B" building/Apartment.
- (x) That the Purchasers herein agrees, undertakes and covenants as to not to question or claim/demand at any time/after registration whatsoever on any basis or account whatsoever, the addition to the covered area of the said Unit/Flat/Four & Two Wheeler Parking space and space for computing the super built-up area of the unit/Flat/Car & Two Wheeler Parking space, common passage and space as mentioned in the schedule.
- (xi) That the Sellers & Developer have right to sell the Two Wheeler/Car Parking to any Co-owner or any other person for that Purchasers or other co-owner will not raise any objection in this regard.
- (xii) That the Purchasers shall not use the said premises for any illegal or immoral purposes which may cause nuisance or annoyance to other owners/occupiers of the Schedule-"B" building.
- (xiii) That it is covenanted by and between the parties that the Purchasers shall always abide by the decision of the Flat owner's Association to be formed amongst the Purchasers and other owners of the said building regarding all maintenance, management and protection of the building of the easement, sanitations and other liabilities like Municipal Corporation taxes, charges, rents, other levies that may be imposed covering the said building or part thereof.
- (xiv) That the Purchasers shall bear the cost of the white washing, colour washing, other regular maintenance and repairing of the common areas, lift and common facilities outside and inside of Schedule-"B" building proportionately as per decision and choice of the other owners/ occupiers of the said building or of their Association.

(xv) That the Purchasers shall enjoy water facility for their domestic consumption through Well and from the water reservoir as arranged by the Seller. The maintenance charges for Septic tank, underground water tank pipelines for common sewerage and water supply and common drains and areas including staircase etc. and electricity for common portions will be borne by the Purchasers with other Flat owners proportionately or a Co-operative, Flat owners Association to be formed amongst the Seller, Purchasers and other owners of the Flats. The Purchasers shall always abide by the decision of the Committee of Flat owners Association.

(xvi) That the Purchasers shall bear the Fire Licence renewal charges as well as maintenance costs of the Pipelines of the building proportionately with other Flat Owners.

(xvii) That the Purchasers shall not create any obstruction or part any hindrance to the other owners/occupiers of the Schedule-"B" building in the matter of passage, staircase, and other common facilities or any part thereof and shall not do anything which may cause inconvenience or suffering to the other owners.

(xviii) That the Sellers or Developer shall not be liable for any loss or damage of the **Flat** hereby conveyed if occurred due to any environmental factor, earthquake or natural reasons whatsoever in future.

(xix) That the Sellers and Developer shall not be liable for any defect/incident in the Lift installed in the building premises. Purchasers and other Flat owners or their Association of the building premises will maintain the said lift in their own risks, costs and liabilities.

(xx) Be it clearly mentioned that the right, title and ownership of the top roof remain with the Sellers and Developer and the Purchasers and other co-owners will have no right the top roof of the building mentioned in Schedule-"B" below. Be it mentioned here that the Purchasers shall use the upper roof for cloth drying purpose.

(xxi) That the Sellers and Developer may erect another floors (i.e. 5th, 6th etc.) on the said building and shall have every right to use the stair & lift etc. and the Purchasers and other co-owner's will not raise any objection in this regards.

(xxii) That the Flat should be used only for residential purpose.

MEMO OF CONSIDERATION			
Mode of Payment	Date	Bank & Branch	Amount (Rs)
			Total : Rs.
Total Rupees			

SCHEDULE - "A"

Within the District of Paschim Bardhaman, Sub-division Asansol, under P.S. Raniganj, A.D.S.R. Office Raniganj, Mouza Raniganj Municipality, J.L. No. 24, all that piece and parcel of land, hereditaments and appurtenance with all easement rights attached thereto appertaining to L.R. Khatian Nos. 30151, 30186 & 30076 bearing R.S. Plot No. 2810 (Two thousand eight hundred ten), corresponding to L.R. Plot No. 4056 (Four thousand fifty six), measuring an Area and R.S. Plot No. 2811 (Two thousand eight hundred eleven), corresponding to L.R. Plot No. 4058 (Four thousand fifty eight), measuring an Area, i.e. in total measuring an Area 14.7372 Decimal of land to be used for "PRAKRITI APARTMENT" situated at Dr. B.B. Banerjee Road, School Para, Ward No. 93, Holding being No. under Borough-II of Asansol Municipal Corporation at Raniganj. The said property being butted and bounded On the North :, On the South :, On the East : and On the West :

SCHEDULE - "B"

The Building containing Parking space in its Ground floor and Flats in its First to other floors of the Residential Building Complex under the name and style of "PRAKRITI APARTMENT" as per Building Plan sanction from Asansol M.C. bearing Building Permit No. SWS-OBPAS/1101/2024/0527 dtd. 08-07-2024.

SCHEDULE - "C"

A NEWLY BUILT FLAT BEING No. having its Carpet Area measuring (.....) Sq.ft. (Vitrified Tiles flooring) (and including Super-built-up Area Sq.ft.) with proportionate share of land allotted to the said flat without roof right, situated on the FLOOR of the "B" Schedule Building under the name and style of "PRAKRITI APARTMENT" along with the common rights and facilities to be used and enjoyed viz. the common passage, staircase with stair, lift, lights, rights, liberties, easements etc. of the "B" Schedule building and the Flat hereby conveyed is a part of Holding being No., (under Borough-II of Asansol Municipal Corporation at Raniganj) Dr. B.B. Banerjee Road, School para, Ward No. 93, Raniganj. The Flat hereby sold is shown and delineated by Red Border Line in the Plan annexed hereto, which do form a part of this Deed.

The Proportionate annual ground rent is payable to the Govt. of West Bengal through the B.L. & L.R.O., Raniganj, Dist. Paschim Bardhaman.

IN WITNESSES WHEREOF the Seller, Developer and the Purchasers as hereinabove mentioned, put their respective hands unto this Indenture on the day, month and year first above written in presence of the following witnesses :-

This Deed has been printed in 14 Pages and in Page No. 1(A) Photo & Ten Fingers Print given by the Parties, duly attested, being the part of this Deed.

WITNESSES :-

1.

2.

(SIGNATURE OF THE SELLERS)

Drafted and prepared by me and readover & explained the contents of this deed to the parties by me :-

(SIGNATURE OF THE DEVELOPER)

Advocate,
Asansol Court,
Enrolment No. F/898/886/02.

Typing & printed by me :-

(SIGNATURE OF THE PURCHASERS)

Typist.