

# **DEED OF SALE**

This DEED OF SALE is made on \_\_\_\_\_

DisitRICT – Paschim Medinipur, Police Station – Midnapore, A.D.S.R. – Midnapore, within Midnapore Municipality, Ward No. – 05, Holding No. – 316, Mouza – Sekhpura, J.L. No. – 172, L.R. Khatian No. – 2128 & 2129, R.S. Plot No. – 213 (Part), L.R. Plot No. – 2341 (Part), Sub-Plot No. 5 & 6, Total area of schedule property is 0.0780 acre (3400 sq.ft.), on which G+seven storied flat building viz. “**The 69, Bidhannagar, Unit – 2**” is constructed. In the said apartment sold flat is marked as **Flat No. – \_\_\_\_\_** on the \_\_\_\_\_ **Floor**, Super Built up area \_\_\_\_\_ **sq.ft.** containing \_\_\_\_\_ bed rooms, \_\_\_\_\_ drawing cum dining room, open kitchen, \_\_\_\_\_ toilets and \_\_\_\_\_ balconies which is shown in ‘Red’ colour border in the Sketch Map annexed with this Deed and one Car parking, marked as \_\_\_\_\_ on the Ground Floor, with area measuring about \_\_\_\_\_ **sqft.** Which is shown in ‘Red’ colour border in the Sketch Map annexed with this Deed. Total Consideration Price Rs. \_\_\_\_\_

**BETWEEN**

**(1) SRI BIVASH KUMAR SANYAL**, S/O - Late Pravas Kumar Sanyal, residing at V-1, Bidhan Nagar, Word No. – 05, Midnapore, Paschim Medinipur, **PAN – BXBPS2707P, Aadhaar No. – 3610 9161 2784 & (2) SRI BIKASH KUMAR SANYAL**, S/O - Late Pravas Kumar Sanyal, residing at V-1, Bidhan Nagar, Word No. – 05, Midnapore, Paschim Medinipur, **PAN – BPVPS5643J, Aadhaar No. – 5312 0387 8418** called the **LAND OWNER** --- Represented by his constituted Attorney **THE 69**, a partnership firm having

its registered office at 972, Rangamati, Ward No. 25, P.O. – Vidyasagar University, P.S. – Midnapore Kotwali, Dist. – Paschim Medinipur, **PAN - AAPFT6698A** represented by its present partners –(1) **SRI BISWANATH GHOSH**, S/O – Late Kalipada Ghosh residing at – Rangamati, P.O. – Vidyasaar University, P.S. – Midnapore Kotwali, Dist. – Paschim Medinipur, **PAN - BHKPG4078A, AADHAAR No. 4896 4243 4236** and (2) **SMT. MITALI GHOSH**, W/O – Sri Biswanath Ghosh, residing at – Rangamati, P.O. – Vidyasagar University, P.S. – Midnapore Kotwali, Dist. – Paschim Medinipur, **PAN - ALEPG0376Q, AADHAAR No. 3978 5002 5998** called the **PARTNERS/DEVELOPERS** and both are By Religion – Hindu, By Profession – Business, By Citizen - Indian (which expression shall unless be included their legal heirs, executor, administrator, legal representatives and assignees) **FIRST PART.**

**AND**

(1) \_\_\_\_\_, Address – \_\_\_\_\_, **PAN – \_\_\_\_\_, Aadhaar No. – \_\_\_\_\_**, By Religion – Hindu, By Profession – Service, By Citizen - Indian, called the Purchaser(s) (Which expression shall unless be included their legal heirs, executor, administrator, legal representatives, assignees) of the **SECOND PART.**

**AND**

**THE 69 A PARTNERSHIP** Firm having its registered office at 972, Rangamati, Ward No. 25, P.O. – Vidyasagar University, Under P.S. – Midnapur Kotwali Dist. – Paschim Medinipur represented by its Present Partners (1) **SRI BISWANATH GHOSH**, S/O – Late Kalipada Ghosh, and (2) **SMT. MITALI GHOSH**, W/O – Sri Biswanath Ghosh, both are By Religion – Hindu and By Citizen – Indian, also both are residing at Rangamati, P.O. – Vidyasagar University, under P.S. – Midnapore Kotwali, Dist. – Paschim Medinipur, herein after called the **CONFIRMING PARTY / DEVELOPERS / VENDORS** (which expression shall unless be included their legal heirs, executor, administrator, legal representatives, assignees) of the **THIRD PART.**

**WHEREAS**, the owner of the first part being the owner of ALL THAT area of Bastu land measuring 3400 Sq. ft. = 0.0780 acre within mouza - Sekhpura, J.L. No. – 172 under P.S. – Midnapore Kotwali, Dist. – Paschim Medinipur as described in the schedule A below and is exercising right, title, interest, and possession over the same by paying taxes,

**AND WHEREAS, THE LAND OWNER** by an **AGREEMENT** Deed No. I – 4453/2020 dt. 14.12.2020 appointed the confirming party as **DEVELOPER** for construction of multistoried residential building on A schedule property and the owner by executing power of attorney Deed No. I - 4486/2020 dt. 14.12.2020 appointed the partnership firm **THE 69 REPRESENTED** by its present partners **(1) SRI BISWANATH GHOSH** and **(2) SMT. MITALI GHOSH** in individual capacity,

**AND WHEREAS, THE LAND OWNER AND CONFIRMING PARTY / DEVELOPERS / VENDORS** has agreed to sell one flat measuring about \_\_\_\_\_ **sq.ft.** super built up area being FLAT No. \_\_\_\_\_ on \_\_\_\_\_ floor with undivided impartiable proportionate share of land at the rate of Rs \_\_\_\_\_ only (without GST) including the common area facilities amenities, result of enjoyment of all common charges annexed in Building subject to payment of maintenance charges of the common things and enjoyment and facilities,

**AND WHEREAS**, the purchaser after checking respective of all documents relating to the title, sanction plan specification of construction being fully satisfied has agreed to purchase the B schedule FLAT,

**AND WHEREAS**, for completion of the said B schedule the parties herein do hereby agree on the following terms and conditions :-

### **TERMS AND CONDITIONS**

1. That the construction is completed as per sanction plan with necessary permissions from competent authorities and the purchaser is fully satisfied with the title to the property of the vendor and authority of the

confirming party to sell the FLAT No. **A** as described in B schedule property after making inspection of all deeds, documents, papers, tax receipt possession and also the sanction plan. The purchase is also fully satisfied with the nature of construction.

2. That the purchaser pay the consideration money of the B schedule Flat for Rs \_\_\_\_\_ and One car parking Rs. \_\_\_\_\_, Total = \_\_\_\_\_ only and the said consideration money is paid in the following manner :-
  - (i) Payment – \_\_\_\_\_
  - (ii) Payment – \_\_\_\_\_
  - (iii) Payment – \_\_\_\_\_
  - (iv) Payment – \_\_\_\_\_
3. That the Developer shall hand over possession of the B schedule FLAT to the purchaser, within one month from this date the Developer shall give seven days notice upon the purchaser for taking possession and on the expiry of seven days it shall be deemed to possession has been taken by the purchaser and shall be liable for payment of maintenance charges to the Developer so long the association of flat owners is not formed and charge taken.
4. That the purchaser shall pay proportionate share of maintenance charges for common user of enjoyment and facilities annexed with the A schedule building.
5. That the purchaser shall not claim any partition of the proportionate share of land in the A schedule.
6. That the purchaser shall pay separately the cost approx. Rs. 300/- for installation of electric meter to the Developer.
7. The purchaser after purchase of B schedule shall not create any disturbance in peaceful occupation of the other flat owner and shall not keep any goods or materials in common area.

8. That the purchaser within the three months from the date of purchase of the B schedule Flat shall apply for mutation of his/her name before the municipality and shall pay tax separately for the said Flat. So long the mutation of the name is not made the purchaser shall pay the proportionate tax of the A schedule property to the Developer.
9. That the purchaser after his/her purchase shall maintain inside the B schedule Flat at his/her own cost but shall not be entitled to do any act of structural addition and alteration and also shall not cause any damages of the common portion mentioned in C schedule and also shall not cause any damages of beam, foundation, common wall either by rusting nail or any hard things.
10. That the purchaser shall not be entitled to do any act resulting any damages of support of the building.
11. That the purchaser shall use the B schedule flat only for residential purpose and shall not use for any illegal or any immoral or other purpose.
12. That the purchaser can change the floor tiles (if necessary) but will not do any act causing extra load.
13. That for any unavoidable circumstances or for any other unforeseen or due to act of God regarding the construction work, the Developer shall not be liable to pay any damages to the purchaser.
14. After flat handover to all the purchasers, there will be no further construction on the top floor of the building.
15. That the purchaser shall be bound to give access to the men of developer/association in the B schedule if in any case is required for maintaining, cleaning and any common things of the A schedule building.
16. That the purchaser shall be bound to join the association, which will be formed by the Flat Owners for maintenance of the A schedule building.
17. That in failure to pay the share of maintenance, the purchaser will be deprived from the facilities of common enjoyment and for delayed payment 5% per month shall be paid as penalty.

18. That the wall between the room of the B schedule flat and adjacent flat shall be common and the purchaser shall not do any act causing any damage of wall, foundation, beam, ceiling, structure etc. and shall not insert any nail in the common wall, common beam etc. For any essential work in the common wall the purchaser should inform to the association and after due consent he/she may do the same.
19. That the purchaser shall pay separate charges for separate electric meter and all meters be kept in common meter space.
20. That the purchaser shall not do any act on the exterior portion that is outside of the flat, shall maintain his/her flat of his/her own cost.
21. That the purchaser shall not throw any dirt, rubbish in the A schedule building except the place which will be made by the association.
22. That the purchaser will be entitled to fix Antenna on the roof or at the space provided by the Developer.
23. That the purchaser of flat may set name plate outside the wall which will be provided by the Developer.
24. That the main gate shall be closed after normal hours for safety and securities of the A schedule building but by the purchaser's request the main gate shall be opened and in no case the purchaser and his/her family members will be refused to enter in to the building.
25. That the purchaser shall always co-operate with the Owner/ Developer/Association in all matters.
26. That the Developer hereby declare that the property in A schedule is free from all encumbrances, lien, attachment and the Owner has a good and marketable title to the land and the Developer has its good right to sell the flat in the B schedule.
27. That after handover possession of the entire A schedule to all the purchaser the Developer shall not be entitled to maintain the building and after transfer all right of the maintenance from the developer shall be ceased.

28. That the title deeds and documents shall be the custody of the Developers and on payment of the charges xerox copy may be supplied. Developers will provide one set of all the deeds and documents to the association that will be kept for any future correspondences.
29. That the purchaser shall not install any machine, generator of anything causing vibration and sound.
30. That the name of the building/apartment shall be '**The 69, Bidhannagar, Unit – 2**'

### **ARBITRATION**

All dispute and differences by and between the parties in any way relating to or connected with the premises and/or building and/or this deed or anything done in pursuance here of shall be referred for arbitration to such person as be appointed for adjudication and to make the interim awards.

### **JURISDICTION**

If any dispute and differences by and between the parties is not solved by Arbitration only then the courts having jurisdiction over the premises shall have the jurisdiction in all matters relating to or arising out of this deed.

### **NOTICE**

Any notice to be served hereunder by either of the parties on the other or others shall be deemed to have been served by registered post with a/d at the last known address of the parties hereto.

### **DEFINITION**

In this deed the terms used shall unless repugnant to the context have the following meaning –

ADVOCATE – shall mean such person whom the Developer may appoint in due course of time.



ANNEXURE – shall mean the statement of particulars annexed hereto and marked A which shall be part of this deed.

ARCHITECTS – shall mean person whom the developer may appoint from time to time as the Architects for the building.

ASSOCIATION – shall mean a society or association formed by the Flat owners for the common purpose.

BUILDING – shall mean all or any of the building on the premises and such building or buildings will have such name as the Developer may think fit and proper.

COMMON EXPENSES – shall include all expenses to be incurred by the Co-owners for the maintenance, security, management and to keep up of the building and the premises and / or expenses for the common purpose mentioned in the schedule C below.

CO-OWNER – shall according to its context mean all persons who acquire or agree to acquire by purchase units in the building including the Developer for the units not alienated or agreed to be alienated.

COMMON PORTIONS – shall mean all the common areas, drive ways, erections, constructions and installations comprised in the building those mentioned in the schedule C below and expressed or intended by the Developer for common use and enjoyment of the co-owners and shall include the land comprised in the premises wherever the context so permits.

COMMON PURPOSES – shall mean the managing and maintaining of the building and the premises and the particular common portions, collection and disbursement of common expenses and dealing with the matters of common interest of the Co-Owners and relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common portions in common.

COVERED AREA – shall mean the plinth area of the said unit including the bathrooms and balconies and also the thickness of the boundary walls and pillars and also including a proportionate share of the plinth area of the common portions. Provided that if any wall be common between two units then one half of the area under such wall shall be included in each such unit.

PLANS – shall mean the plan, drawings and specification of the premises and the building prepared by the architects and / or sanctioned by the M.K.D.A./ MUNICIPALITY and subject to such alternations therein from time to time made with approval of the Architect and / or Midnapur Municipality / M.K.D.A.

PREMISES – shall mean the premises described in the schedule B below and shall also include the building thereon wherever the context so permits.

PROPORTIONATE OR PROPORTIONATELY – shall mean the proportion in which the covered area of any unit be to the covered area of all units in the building PROVIDED THAT where it refer to share of any rates and/or taxes are being respectively levied i.e. in case the basis of any levy be area, rental income or user them the same shall be shared on the basis of area, income, or user of the respective units by the co-owners respectively.

UNDIVIDED SHARE – shall mean the undivided proportionate share in the land comprised in the premises and the common portion held by and/or herein agreed to be sold to the purchaser and also wherever the context permits.

PURCHASER – shall include the successors-in-interest and / or assigns of the purchaser.

UNIT – shall mean the spaces constructed in the buildings intended and/or capable of being and/or occupied by any co-owner.

THE SAID UNIT – shall mean the portion of the said building described in a part 1 of annexure A and wherever the context permits it shall also include the parking space if any mentioned therein and undivided share of the purchaser.

DEVELOPER – shall include its successor in-interest and/or assigns.

SINGULAR – shall include the plural and vice – versa.

## A SCHEDULE

Within Dist. – Paschim Medinipur, P.S. – Midnapore Kotwali, Mouza – Bidhannagar, J.L. No. – 172, Khatian No. – 2128 & 2129, R.S. Plot No. – 213 (Part), L.R. Plot No. – 2341 (Part), Sub-Plot No. 5 & 6, Area 0.0780 acre = 3400 sq.ft.

### Measurement of Plot

North Side – 68 ft. 00 inches,

South Side – 68 ft. 00 inches,

East Side – 50 ft. 0 inches,

West Side – 50 ft. 0 inches.

### Butted and bounded

North – 18 ft. wide road,

South – 25 ft. wide road,

East – Late Gajendra Palai,

West – Sujit Kumar De.

## B SCHEDULE

Out of A Schedule Property 'The 69, Bidhannagar, Unit – 2', Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor measuring total super buildup area \_\_\_\_\_ sq.ft. with ceiling height 9.6 ft. having common partition wall of 5 inches, and also having a Two-Wheeler parking space in the Ground Floor.

### Butted and Bounded

North : \_\_\_\_\_

South : \_\_\_\_\_

East : \_\_\_\_\_

West : \_\_\_\_\_

## C SCHEDULE (COMMON PORTION)

### 1. AREAS -

- a) Entrance, Exits, Boundary walls, Open paths and passages and space kept open
- b) Lobbies stair cases and landings
- c) Land foundation, beam, column, wall between the flat
- d) Roof of the proposed building, tank, pump room, sanitary chamber, water reservoir, all fittings for common enjoyment

- e) Other spaces for installing pumps, electrical and other installations and of common installations hereinafter.
  - f) Common Two-Wheeler Parking in the Ground Floor decided by Developer.
  - g) D.G. for common places and lift.
2. **WATER PLUMBERING** - Water pumps, water reservoirs, water tank, water pipes (save those inside any unit) and Tube well.
  3. **ELECTRICAL INSTALLATION** - Wiring, and assemblies for lighting of the common paths and
  4. **DRAINS ETC.** - Drains, Sewers and pipes
  5. **OTHER** - Other common areas and installations and/ or equipment as are provided in the building for common use and/or enjoyment.

#### **D SCHEDULE (MANNER OF COMPLETION OF THE SAID UNIT)**

- (a) Tiles Floor and 4/2 ft dining and all other rooms excepting kitchen and toilet wall (2/1 ft).
- (b) Kitchen will have tiles finish in floor 2/2 ft high glazed/matt finished vitrified titles, tiles will be provide over cooking platform in kitchen. In toilet matt finished tiles floor will be provided. Dado will be 4 inch high glazed/matt finished vitrified tiles in toilets.
- (c) Plaster of paris coating on walls.
- (d) Concealed electrical wiring 4 points in each room.
- (e) Concealed pipe fittings in toilet
- (f) Sink and aqua guard concealed pipe line for kitchen
- (g) One type hanging W.C. shower points and two taps
- (h) One hanging W.C. two taps and wash basin
- (i) UPVC window with glass pans
- (j) Wood door frames with flush door in rooms
- (k) Automatic Lift facilities.

For extra work of fittings extra charges shall have to be paid in advance

## **E SCHEDULE**

- (a) **MAINTENANCE** - All expenses for maintaining, repairing, renovating and replacing the common portion including the outer walls of the building.
- (b) **OPERATIONAL** - All expenses for running and operating all machinery equipments and installations comprised in the common portion including water pump, electrical sub-station, transformer and generator and including the cost of repairing and replacing the same.
- (c) **STAFF** - The salaries of and all other expenses on the staff to be employed for the common purposes including their salaries bonus and other emoluments and benefits shall to be bourn by the Flat owners through their association.
- (d) **ASSOCIATION** - Establishment and all the expenses of the Association including its formation, office, establishment, and miscellaneous expenses and also expenses of the Developer or any agency looking after the common purpose until handing over the same to the Association.
- (e) **INSURANCE** - Cost of insuring the building or common portion.
- (f) **FIRE FIGHTING** - Cost of installing and operating the fire-fighting equipment and personnel.
- (g) **RESERVES** - Creating of Funds for replacement, renovation and/or other periodic expenses.
- (h) **OTHERS** - All other expenses and/or outgoing as are incurred by the Developer and/or the association for the common purposes.

**IN WITNESS THERE OF**, the parties hereto have put their respective signatures and seal on these presents on the day, month and year first above written.

**WITNESSES :-**

1.

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**SIGNATURE OF DEVELOPERS /  
VENDORS  
FIRST PART.**

2.

**Drafted By :**

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**SIGNATURE OF PURCHASERS /  
VENDEES  
SECOND PART.**

**Typed By :**

This deed consists of 15 pages, including stamp papers and two witnesses, and on the 15 pages, vendors and vendees all ten finger prints are taken, which shall also consist a part of this Deed.