

QUERY NO. 200 /2024

DEED OF SALE

Sale value:- Rs. /-

Assessed Market Value:- Rs. /-

Property Sold is : One residential Flat being Flat No.
on the Floor and one Four wheeler open car
parking Garage in the Basement floor of "SHIVDANI
VILLA" under Asansol Municipal Corporation.

THIS DEED OF SALE is made on this the day of December
2024, By and Between:-

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(2)

SHIVDANI BUSINESS PRIVATE LIMITED (PAN :- ABFCS8764C) being a Company, having its Registered Office at Ground Floor, Shivdani Apartment, 1 No. Mohishila Colony, Asansol, P.O. Asansol, P.S. Asansol (S) Dist. Paschim Bardhaman (W.B), Pin. 713303, represented by its Directors namely **(1) SHRI RAM BURMAN** (PAN :- DHWPB4054D) & (Aadhar No. 560085151250) and **(2) SRI MURARI BURMAN** (PAN :- ASAPB1346A) & (Aadhaar No. 736382875343) Both are sons of Late Shivdani Burman, citizen of India, both by faith Hindu, both by occupation Business, both are resident of J.K Nagar, Munda Para, Bidhan Bag, P.O. Jemari, P.S. Raniganj, Dist. Paschim Bardhaman (W.B) hereinafter called the **"VENDOR"** (which expression shall unless excluded by or repugnant to the context include his heirs, legal representatives, successors, administrators and assigns) of the ONE PART.

IN FAVOUR OF

hereinafter called and referred to as the **"PURCHASERS"** (which expressions unless be repugnant to the context shall always mean and include their respective heirs, successors, assigns and legal representatives) of the

WHEREAS the property within Mouza Asansol, J.L. No. 35, LOP No. 199, C.S Plot No. 107 (P)/106 (P), measuring an area 11 (Eleven) Decimal of land was acquired by one Bamapada Nandi S/o- Late Krishna Nath Nandi, by virtue of registered Deed of Gift being **Gift Deed Number Book-I, 93 for the year 1989, Page No. 393 to 396** from the GOVERNOR OF THE STATE OF WEST BENGAL Vide L.O.P. No. 199, measuring an area 6 Kathas 11 chhatak of land or 11 (Eleven) Decimals of land alongwith all rights of easements.

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(3)

AND WHEREAS after the demise of aforesaid Bamapada Nandi S/o- Late Krishna Nath Nandi, his wife namely **MIRA NANDY**, two sons namely **BIJOY KUMAR NANDY** and **SANJAY KUMER NANDI** and one daughter namely **CHANDA SENGUPTA** as his only legal heirs and successors by way of law of inheritance and have been in peaceful possession of the "A" schedule mentioned property and enjoying right title and interest free from all encumbrances and they have got their names mutated in the L.R rights of record in S.D.L & L.R.O Asansol, within Seperate Khatian number being **L.R Khatian No. 6452, 6453, 6454 and 6455** wtihin Mouza Asansol, Dist. Paschim Bardhaman (W.B).

That after inheriting the property the above - named persons **MIRA NANDY, BIJOY KUMAR NANDY and SANJAY KUMER NANDI AND CHANDA SENGUPTA** became the lawful owners and peaceful possessors of the same and mutated their names in the settlement record of rights in L.R. Porcha and had been in peaceful possession and enjoying right title and interest of "A" schedule property free from all encumbrances.

AND WHEREAS aforesaid **MIRA NANDY, BIJOY KUMAR NANDY and SANJAY KUMER NANDI AND CHANDA SENGUPTA** have transferred and sold the land measuring 6 Kathas 11 chhatak of land or 11 (Eleven) Decimals of land within Mouza Asansol, J.L. No. 35, LOP No. 199, C.S Plot No. 107 (P)/106 (P), measuring an area 11 (Eleven) Decimal of land, **R.S Plot No. 227** corresponding to **L.R Plot No. 361** under L. R. Khatian No. **6452, 6453, 6454 and 6455** with all easements rights etc. in favour of **SHIVDANI BUSINESS PRIVATE LIMITED** a company incorporate under the Indian Companies Act 1956 vide a Registered Deed of Sale being Sale Deed No. **4712 for the year 2022** at A.D.S.R Office Asansol, Dist. Paschim Bardhaman (W.B).

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(4)

AND WHEREAS by virtue of such purchase **SHIVDANI BUSINESS PRIVATE LIMITED** became absolute owners of the land measuring 6 Kathas 11 chhatak of land or 11 (Eleven) Decimals of land in the above noted Plots and aforesaid company **SHIVDANI BUSINESS PRIVATE LIMITED** got its name mutated in the L.R rights of record in S.D.L & L.R.O Asansol within Mouza Asansol, J.L. No. 35, **L.R Khatian No. 6523**, within **R.S Plot No. 227** corresponding to **L.R Plot No. 361** under ward No. 20 (old), 86 (New) under P.S. Asansol South, Dist. Paschim Bardhaman.

AND WHEREAS SHIVDANI BUSINESS PRIVATE LIMITED has been owing and possessing the land measuring 11 (Eleven) Decimals of land in the above noted Plot peacefully and erected a **(B+G+4)** Storied Pucca Building comprising several self-contained residential flats, garages, car parking space, shops, office space etc. named "**SHIVDANI VILLA**" which is morefully mentioned in the "A" Schedule below and the said building/ Apartment was constructed with a site Plan duly sanctioned by the A.M.C vide Memo No. **SWS-OBPAS/1101/ 2024/0660** and sanctioned Plan duly sanctioned by the A.M.C vide Memo No. **SWS-OBPAS/1101/ 2024/0660** dated. _____ for the purpose of selling the said flat, parking space, to intending Purchasers.

That the above named VENDOR – **SHIVDANI BUILDCOM PVT. LTD** construct a **(B+G+4)** multi-storied building upon his aforesaid land got a building plan and Site Plan both are duly sanctioned by the Authority of Asansol Municipal Corporation vide their Memo No. **SWS-OBPAS/1101/ 2024/0660** **dated** _____ and in this regard had have already obtained a Development Permission under Section 46 of the W. B. (T & C Planning Development) Act, 1979 from the ADDA for Development of a Housing Project **(B+G+4)** under their Memo No. **ADDA/ASN/DP/2022/2776** **dated 14/12/2022** and has/had further obtained a Fire Safety Recommendation from the West Bengal Fire & Emergency

(5)

Services, 13d, Mirza Ghalib Street, Kolkata - 16 vide their Memo No. **FSR/0125186249100068 dated 07.03.2024** and in this regard had have already obtained a Building Permit to the Commissioner of Asansol Municipal Corporation vide Building Permit No. **SWS-OBPAS/1101/2024/0660 dated. _____** and construction of a residential multistoried building.

AND WHEREAS above named OWNER after his such recordings, they further got converted from "Vastu" land to "Residential Bastu" or homestead lands from the Office of the S. D. L. & L. R.O, Asansol vide Conversion Case, vide Memo Nos. **777/1/ADM & DLRO/PAB/24 dated 16/02/2024.**

AND WHEREAS above named owner **SHIVDANI BUSINESS PRIVATE LIMITED a Private Limited Company**, construction of a **multistoried (B+G+4)** building named and styled as "**SHIVDANI VILLA**", residential building upon the land, mentioned in schedule "A" below, in accordance to a Building Plan bearing Memo No. **SWS-OBPAS/1101/2024/0042 dated. 09/04/2024** duly sanctioned by the authority of A.M.C., which have undertaken erection and construction of the said Building/Apartment, consisting of various residential units along with parking space/s on the Basement Floor with further intention to sale those units unto its intending purchaser/s for valuable consideration thereof.

AND WHEREAS the vendor above named the absolute and lawful owners having valid right, title and interest and/or having right to dispose, transfer, convey all that immovable property morefully and particularly stated and described in the schedule "B" hereinunder written and the said immovable property in schedule below is for the sake clarity and brevity of expression hereinafter called and described as the "said property".

(6)

AND WHEREAS the Vendor abovenamed presently in need of money agreed to sale a Flat being **Flat No.** _____ on the **Floor** of **"SHIVDANI VILLA"** having Super-built up area **Sq. ft.** _____ together with a open Car Parking Space having an area more or less _____ on the Basement Floor alongwith proportionate undivided share or interest in the "A" schedule land covered by building more fully mentioned in the schedule "B" below alongwith all common rights, easement, facilities, pathways, erections, constructions, installation, lift and all other common facilities and amenities attached annexed and converning to the said apartment which are morefully mentioned the "C" schedule below at a consideration value of **Rs.** _____ **only** and the purchasers being satisfied to purchase at the price offered by the Vendor.

NOW THIS DEED OF SALE WITNESSETH AS UNDER :-

That in pursuance of the said agreement between the vendor and the Purchasers and in consideration of the said sum of _____ **only** the Purchasers to the vendor (the receipt whereof the vendor doth hereby admit and acknowledges) as total price of the said "B" schedule property, the vendor doth hereby grant, convey, sell, and transfer unto and to the use of the said Purchasers all that "B" schedule flat together with the said common rights and facilities as mentioned in schedule "C" below including all easement rights attached thereto free from or all encumbrances together with the obligations to be performed by the Purchasers to have the right in respect of common facilities attached in the Apartment and TO HAVE AND TO HOLD the said property hereby granted conveyed and transferred unto and to the use of the said Purchasers absolutely and for ever having all transferable rights therein such as sale, gift, lease, mortgage exchange etc. AND THAT the vendor doth hereby for themselves, his heirs, successors, executors and assigns declare and covenant with the said Purchasers that the vendor have good title, full power and absolute right to sell and transfer the said property and further declare that they are absolutely seized and possessed of or otherwise well and sufficiently entitled to the

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(7)

schedule mentioned property and that the vendor have not in way encumbered the "B" schedule mentioned property conveyed by this deed of sale AND THAT the Purchasers including all his legal heirs and successors shall and may at all times peaceably and quietly hold, possess, use and enjoy the said property hereby sold as lawful and rightful owner thereof without any interruption and obstruction , claims and / or demands whatsoever from or by vendor or any person/ persons lawfully / equitably claiming under or in trust for them and that the said vendor shall and will for all times to come at the cost and request of the said Purchasers and / or his heirs 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 Purchasers to the said property or part thereof.

Be it further stated that the purchasers, their heirs, successors, administrators or assigns shall enjoy the said flat and four wheeler car parking space morefully described in the "B" schedule below from generation to generation with all the rights, title, interest of the vendor according to his/its choice, preference, necessity including all sorts of transferring right of sale, lease, mortgage, gift etc.

That the Purchasers at their own cost and expresses shall maintain their individual flat sold to them by repairing , plastering , white washing of the walls and colour washing of floors and windows including renovation, replacement etc. without causing any damage or detriment to the adjoining flat or flats belonging to other occupant/s of the said Apartment in "A" schedule land.

That the Purchasers shall not have any right to undertake any addition or alternation which may cause damage in any way or affect the main structures , pillars, constructions and roof of the said Apartment in "A' schedule building.

(8)

That the Purchasers will have to pay proportionate corporation tax and rents which may be assessed for the 'A' schedule building to appropriate authority and will have to bear their share of expenses required for maintenance of the common portions and areas including lift, common passage, stair cases, drains, common water supply underground water tank, roof etc.

It is further covenanted by and between the parties hereof that the Purchasers shall always abide by the decision of the committee/ flat owner's Association to be framed the Purchasers 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 separation the flat form an adjoining flat shall be the common wall and cannot be removed or destroyed without the written consent of the said committee or flat owner's Association of the building on "A" schedule land.

That the vendor hereby declare that with the purchasers that the vendor has paid all the taxes, rates and others outgoings due to local bodies, revenue, urban and others authorities in respect of the property morefully described in the schedule hereunder up to the date of execution of this sale deed and the purchasers shall bear and pay the same hereafter. If any arrears are found due to the earlier period, the same shall be discharged by the vendor.

AND THAT it is further declared by the vendor that the Purchasers by virtue of this Deed of Sale will be competent and entitled to get his name

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(9)

mutated in the records of S.D.L. and L.R.O. Extn. Part-I , Asansol under the State of West Bengal as also in the records and registers of Asansol Municipal Corporation or of any other authority and the Vendor undertake to render all such help and assistance as will be found essential in this regard.

It is hereby specifically declared that the provisions of West Bengal Apartment Ownership Act and the rules framed and/ or the bye laws framed there under and the West Bengal Apartment (Regulation of constructions & Transfer) Act 1972 and the rules framed thereunder shall apply to the said flat and when same are made applicable by the concern authority and registered in West Bengal Real Estate Regulatory Authority being No.

Be it further mentioned herein that the Purchasers prior to Purchase have made proper inspection and enquiry of the said flat and being fully satisfied with the constructions work of the said building and has already taken possession of the said flat hereby sold.

ABOVE - REFERRED TO "A" SCHEDULE OF THE PROPERTY
(ENTIRE PROPERTY)

Within the District of Paschim Bardhaman, Sub-Division and Addl. Dist. Sub-Registry office Asansol, Post Office Asansol, Pin. 713303, P.S. Asansol South, **Mouza – ASANSOL**, J.L. No. 35, ALL THAT landed property, measuring an area **11 (Eleven) decimals of Vastu land** situated upon **R.S Plot No. 227** (Two hundred twenty seven) corresponding to **L.R Plot No. 361** (Three hundred sixty one), Classification of land Vastu under **L.R Khatian No. 6523** alongwith residential building **(B+G+4) multi storied building** standing thereon named and styled as **"SHIVDANI VILLA"** consisting to various self- contained residential flats, car parking Garage on the Basement Floor, The property is situated at **Mohishila Colony No. 1 Road** under ward No. 86 (New), 20 (old) of Asansol Municipal Corporation.

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Butted and Bounded By :-

On the North	:-	Khan's House
On the South	:-	Shobha Residency
On the East	:-	Nilmani Chakraborty's House
On the West	:-	30'ft wide Milan Samity Goli Road (Jio Mart)

SCHEDULE "B" ABOVE REFERRED TO

In the above District, Mouza, P.S. etc, one self-contained residential flat situated in the **Floor being Flat No.** , of the said "**SHIVDANI VILLA**" measuring **super built up area of _____ sq.ft. Carpet Area _____ Sq.ft. Tiles Floor** and one four wheeler open car parking space garage at Basement floor measuring more or less covered area _____ Sq.ft. on the said building consisting of part of the "A" schedule property alongwith proportionate undivided share or interest in the "A" schedule land which is more specifically delineated in the sketch plan hereto annexed and thereon shown bordered RED. The annexed sketch plan shall form part of this Deed.

Schedule 'C' above referred to

- A. Common areas and installation in respect whereof only the right of user in common shall be granted to the Second party.
- B. Main entrance towards south at the ground floor for ingress and egress to the premises, lobbies, common passage and staircase of the building and common paths in the premises.
- C. Lifts, lift machineries and lift pits, lift room.
- D. Common drains, sewers and pipes.

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- E. Common underground water reservoir, overhead water tanks, water pipes (saves those inside any flat) and deep tube well (if any, allowed by the municipal corporation) appurtenant to the building.
- F. Wire and accessories for lighting of common areas of the building.
- G. Pump room and motor room.
- H. Roof of the Building
- I. Boundary walls, main gate.

MEMO OF CONSIDERATION

The proportionate annual rent is payable to the Govt. of West Bengal through the S.D.L. & L.R.O. (Extn. Part –I) at Asansol.

(12)

In witness whereof the above named Vendor hereto set forth his hands and seal in presence of the following witnesses on the day, month and year as mentioned above.

WITNESSES:-

1.

2.

SIGNATURE OF THE VENDOR

Finger prints and photographs of the vendor and the Purchaser are annexed herewith in separate sheet which do forms a part of this Deed.

Prepared and drafted by me as per the instructions of the vendors and read over and explained the contents thereof to him in their languages.

Advocate
Asansol Court
Enrolment No.