

[1]

DEED OF SALE

[2]

One Residential Flat measuring _____ Sq.ft. (Rera Carpet Area), _____ Sq.ft. (Super-built up area) in the _____ Floor of a G(Parking) + Five Storied Residential Building and the said project shall be known as “**SWASTIK TOWER**”, with a proportionate undivided share in the land on which the same stands.

MOUZA : DABGRAM

J.L. NO. : 02

R.S. KHATIAN NO. : 466/18

L.R. KHATIAN NOS. : 46, 47, 48, 49

R.S. PLOT NOS. : 61/339, 61/342, 62, 81

L.R. PLOT NOS. : 312, 313, 314

SHEET NO. : 2

P.S. : BHAKTINAGAR

DISTRICT : JALPAIGURI

CONSIDERATION :

WITHIN THE LIMITS OF DABGRAM-I GRAM PANCHAYAT

THIS DEED OF SALE IS MADE ON THIS THE _____ DAY OF _____ 2023.

[3]

B E T W E E N

SRI _____, Son of Late _____, Hindu by Religion, Indian by Nationality, _____ by Occupation, Residing at _____, P.O. & P.S. _____ District - _____ --- hereinafter called the "**PURCHASER**" (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, successors, administrators, representatives and assigns) of the "**FIRST PART**". (PAN: _____).

AND

BAIDYANATH CONSTRUCTIONS, a partnership firm, having its Office at Demdema Road, P.O. Salugara, P.S-Bhaktinagar, Dist. Jalpaiguri, Pin-734008, in the State of West Bengal, represented by its "PARTNER" 1. "SWASTIK VILLAS PVT. LTD. (P. A. No. _____), a Private Limited Company under the Indian Companies Act, represented by its Director Sri Alope Pariyar, son of Late Ram Narayan Pariyar, having its Office at Demdema Road, P.O. Salugara, P.S-Bhaktinagar, Dist. Jalpaiguri, Pin-734008, in the State of West Bengal, 2. SRI SANTOSH KUMAR GUPTA, son of Sri Bhrigu Prasad Gupta (P. A. No. _____) (Aadhaar No. _____) and 3. SMT. RINA GUPTA, wife of Sri Santosh Kumar Gupta (P. A. No. _____) (Aadhaar No. _____), Hindu by Religion, Business by Occupation, Indian by Nationality, residing at _____ Road, Siliguri, P.O-Sevoke Road, P.S-Bhaktinagar, Dist. Jalpaiguri, Pin-734001, in the State of West Bengal, hereinafter called the "**VENDOR/DEVELOPER**" which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, Partners, executors, successors, representatives administrators and assigns and his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the "**SECOND PART**". (PAN: AASFB5803A).

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WHEREAS:

The above named Vendor **BAIDYANATH CONSTRUCTIONS** had purchased land measuring 36.3 Kathas from 1. Sri Sagar Chandra Roy alias Sagar Roy, 2. Sri Chaitu Roy, 3. Sri Kshirodh Roy alias Khatu Roy and 4. Sri Pradip Roy, all are Sons of Sri Chandra Kanta Roy, by virtue of two separate Registered Deeds of Conveyance dated 07.12.2017, being Document Nos. I - 071101959 and Document No. I - 071101961 for the year of 2018 and both were registered at the office of the Additional District Sub Registrar, Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS in the manner aforesaid, the abovenamed the Vendor **BAIDYANATH CONSTRUCTIONS** became the owner of land measuring 36.3 Kathas and ever since then the Landowner is in exclusive, khas and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein.

AND WHEREAS the Vendor being desirous of constructing a G(Parking) + Five Storied Residential Building and the said project shall be known as “**SWASTIK TOWER**”; on the Schedule - A land and thereafter started constructing on the said land, the plan prepared for which was approved by the appropriate authority being Dabgram-I Gram Panchayat, dated 13-01-2021 bearing Registration No. 11/Building Plan, date 24-12-2020, for G(Parking) + Five Storied Residential Building.

AND WHEREAS the Vendor have formulated a scheme to enable a person/party intending to have own unit or premises in the said building alongwith the undivided proportionate share and interest in the land on which the said building stands. The proportionate share or interest in the land is to be determined according to the constructed area comprising the unit or premises proportionate to the total constructed area on the said land.

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AND WHEREAS the Vendor/Second Party is in the process of construction of the said building divided into several independent units/premises along with the common facilities.

AND WHEREAS the Vendor have now firmly and finally decided to sell and have offered for sale to the Purchaser/s a flat measuring about _____ sq.ft. (Rera carpet Area) at _____ Floor of the building more particularly described in the Schedule-B given herein below, for a valuable consideration of Rs. _____/- (Rupees _____ Only).

AND WHEREAS the Purchaser/s being in need of a flat in ownership in the locality where the aforesaid building under construction is situated and after inspecting the documents of title of Vendor to the said land, site plan, sanctioned building plan, standard of workman ship in construction, quality of materials used etc. as well as the construction of the said building and considering the price so offered by the Vendor as fair, reasonable and highest have agreed to purchase from the Vendor, the said flat more particularly described in the Schedule - B given hereinunder with undivided common share or interest in the stairs, roof, open space, toilet, well, over head tanks and other fittings and fixtures and other common parts, services of the building, free from all encumbrances, charges, liens, lispences, attachments, mortgages and all or any other liabilities whatsoever with sole, absolute, exclusive, transferable and irrevocable right, title and interest for the Schedule-B property for a valuable consideration of Rs. _____ (Rupees _____ Only).

AND WHEREAS an Agreement of Sale dated :- was executed between the Purchaser/s and Vendor in respect of the Schedule 'B' Property, being Document No. I - for the year and the same was registered in the Office of the, District

AND WHEREAS the Vendor have now agreed to execute the Deed of Sale of the Schedule-B property in favour of the Purchaser/s for effectually conveying the right, title and interest in the Schedule-B property for a consideration of Rs. _____/- (Rupees _____ Only).

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. That in consideration of a sum of Rs. _____ (Rupees _____ Only) paid by the Purchaser/s to the Vendor, the receipt of which is acknowledged by the Vendor by execution of these presents and grants full discharge to the Purchaser/s from the payment thereof and the Vendor do hereby convey and transfer absolutely the Schedule -B property, to the purchaser/s who will/shall now HAVE AND HOLD the same absolutely and forever free from all encumbrances and charges subject to the payment of proportionate rent, etc. to the Govt. of West Bengal.

2. That the Purchaser/s has/have examined and inspected the Documents of title of the Vendor, Site Plan, Building Plan, Foundation Plan, Structural details of beams and slabs, Typical Floor Plan, Front Elevation, Rear Elevation/Sectional Elevation details of staircase as well as the COMMON PORTIONS & AREAS and COMMON PROVISIONS & UTILITIES and have also seen and inspected the construction work of the BUILDING to the extent constructed as on the date of execution of these presents and have satisfied himself/herself/themselves about the standard of construction thereof including that of the Schedule-B property purchased by the purchaser/s and shall have no claim whatsoever upon the Vendor as to construction plan, quality of materials used or standard of workmanship in the construction thereof including foundation of the BUILDING and/or development, installation, erection and construction of the COMMON PROVISIONS & UTILITIES.

3. That the Purchaser/s shall have all rights, title and interest in the Schedule-B property sold and conveyed to him/her/them and shall hold and enjoy the same without any interruption or obstruction whatsoever from the vendor or anybody claiming through or under it and all the rights, title and interest which vested in the Vendor with respect to the Schedule-B property shall henceforth vest in the Purchaser/s to whom the said Schedule-B property has been conveyed absolutely.

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4. That the Purchaser/s hereby covenant with the not to dismantle the flat hereby sold and conveyed in favour of the Purchaser/s in part or parts in any manner whatsoever and the same shall be used by the Purchaser/s exclusively for residential purposes.

5. That the Vendor declares that the interest which they professes to transfer hereby subsists as on the date of these presents and that the Vendor have not previously transferred, mortgaged, contracted for sale or otherwise the said below Schedule - B property or any part thereof to or in favour of any other party or person/s and that the property hereby transferred, expressed or intended so to be transferred suffers from no defect of title and is free from all encumbrances whatsoever.

6. That the Vendor do hereby covenant with the Purchaser/s that the tenancy rights under which the Schedule - A property is held by the Vendor under the superior landlord the State of West Bengal is good and effectual and the interest which the Vendor proposes to transfer subsists and the Vendor have full right and authority to transfer the SCHEDULE-B property to the Purchaser/s in the manner as aforesaid and the PURCHASER/S shall hereinafter peacefully and quietly possess and enjoy the Schedule-B property without any obstruction or hindrance whatsoever.

7. That the Purchaser/s shall not do any act, deed or thing whereby the development/ construction of the said building is in any way hindered or impeded with nor shall prevent the Vendor from selling, transferring, assigning or disposing of unsold portion or rights, title and interest therein or appurtenant thereto.

8. That the Purchaser/s will obtain his/her/their own independent electric connection from the W.B.S.E.D.C.L. for his/her/their electric requirement and the connection charges as well as the electric consumption bill will be paid by the Purchaser/s, the Vendor shall have no responsibility or any liability in this respect.

9. That the Vendor further undertake to take all actions and to execute all documents required to be done or executed for fully assuring right, title and interest of the Purchaser/s to the property hereby conveyed at the cost of the Purchaser/s.

10. That the Purchaser/s shall have the right to get his/her/their name mutated with respect to the said Schedule - B property both at the Office of the B.L. & L.R.O. and Dabgram-I Gram Panchayat and shall pay Panchayat taxes as may be levied upon him/her/them from time to time though the same has not yet been assessed.

11. That the Purchaser/s shall have the right to sell, gift, mortgage or transfer otherwise the ownership of the Schedule - B property or let-out, lease-out the Schedule - B property to whomsoever.

12. That the Purchaser/s shall keep the area neat and clean and in proper condition and shall not use the same for any illegal purpose or in a manner which may cause annoyance to the other occupiers/occupants of the said building.

13. That the Purchaser/s shall have proportionate right, title and interest in the land along with other occupants/owners of the building. It is hereby declared that the interest in the land is impartible.

14. That the Vendor will pay upto date Panchayat taxes, land revenue and/or any other charges/dues if any prior to the date of transfer of the Schedule-B property.

15. That the Vendor shall not be liable at any time under any circumstances for any rate and/or taxes pertaining to the Schedule-B property except for unsold portion of the building which shall be borne by the Vendor proportionately with all the Purchaser/s unless separately levied upon and charged for.

16. That the upkeep and maintenance of the COMMON PORTIONS & AREAS as well as the COMMON PROVISIONS & UTILITIES shall be looked after by the Apartment owners Association by framing a proper memorandum of Association together with the Rules & Regulations thereof by their mutual consent subject to law in force for the time being regulating the ownership residential apartments.

17. That the Purchaser/s shall be entitled to use and pay such proportionate charges for common facility, such as repairs and maintenance of the outer walls, stairs, septic tank, water supply, sanitation, sweeper, chowkidar, etc. as will be determined by the Vendor from time to time till the time an executive body or any other authority of the building or Apartment owners association is formed to take care of the common maintenance of the building.

That the payment of the maintenance charge by the Purchaser/s is irrespective of his/her/their use and requirement.

18. That in case the purchaser/s make default in payment of the proportionate share towards the COMMON EXPENSES (described in the Schedule-C given hereinunder) within time allowed by the Vendor or the Apartment Owners Association the purchaser/s shall be liable to pay interest at the rate of 2% per month or part of a month compoundable for the period of default on all amounts remaining so unpaid along with such dues and arrears and shall also be liable to compensate Vendor or the Association acting at the relevant time for any loss or damage suffered by the Vendor or the Association in consequence thereof.

19. That the Purchaser/s shall not encroach upon any portion of the land or building carved out by the Vendor for the purpose of road, landings, stairs or other community purpose/s and in the event of encroachment, the Vendor or the executive body or any authority of the occupants of the building acting as such at the relevant time shall be entitled to remove such unauthorised act or nuisance by force and the Purchaser/s shall be legally bound to repay the entire cost and expenses including damages if any as will be caused by such nuisance and its subsequent removal.

20. That the Purchaser/s further covenant with the Vendor not to injure, harm or cause damage to any part of the building including common portions and areas as well as the common provisions and utilities by making or causing any sort of alteration or withdrawal of any support or causing any construction, addition or deletion thereof or therein or otherwise in any manner whatsoever and in the event of contrary the Purchaser/s shall be fully responsible for it, the Vendor shall not be held responsible in any manner whatsoever.

21. That it is hereby specifically declared that use of personal generator of any kind and description and of any capacity whatsoever which causes sound and air pollution will not be permitted in any of the residential flat of the building save the battery operated inverter.

22. That the Purchaser/s shall have no objection if the other owners/occupants of the flat in another block in the said complex uses the parking facility in the block in which the purchaser/s of these present has/have purchased the Schedule-B property, provided the said facility has been allotted/sold by the Vendor.

23. That the matter not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Vendor and the Purchaser/s or other occupiers of the building shall be referred for arbitration under the Arbitration and Conciliation Act, 1996 and in case their decision is not acceptable he/she shall have the right to move to Court at Jalpaiguri.

SCHEDULE - 'A'

(DESCRIPTION OF THE LAND OF WHICH BUILDING STANDS)

ALL that piece or parcel of homestead land measuring 36.3 Kathas, situated within Mouza - Dabgram, J.L. No. 02, R.S. Plot Nos. 61/339, 61/342, 62, 81, L.R. Plot Nos. 312, 313, 314 recorded in R.S. Khatian No. 466/18, L.R. Khatian Nos. 46, 47, 48, 49, R.S. and L.R. Sheet No. 2, Situated at Demdema Road, within the limits of Dabgram-I Gram Panchayat, Salugara, P.S. Bhaktinagar, District: Jalpaiguri.

The said land is bounded and butted by as follows:-

North : Land of Akhil Roy, Sagar Roy & Chaitu Roy
South : Land of Radha Kanta Roy
East : 28 Feet Wide Road
West : Land of Sagar Roy & others

SCHEDULE - 'B'

(DESCRIPTION OF FLAT)

The Said Flat, being Flat No. on the Floor, having RERA Carpet area of square feet corresponding super built-up area square feet of the building named "SWASTIK TOWER" together with proportionate undivided share in the Schedule 'A' land on which the building stands.

SCHEDULE – ‘C’
(COMMON EXPENSES)

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building including the outer walls of the building.
2. All expenses for running and operating all machinery, lift, equipments and installations, comprised in the common portions including water pumps, generator including the cost of repairing renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits of and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electricians and other maintenance staffs.
4. Cost of insurance premium for insuring the building and/or the common portions.
5. All charges and deposits for supplies of common utilities to the co-owners in common.
6. Panchayat tax, water tax, and other levies in respect of the premises and the building (save those separately assessed in respect of any unit or on the purchaser).
7. Costs of formation and operation of the service organization including the Office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions including system loss for providing electricity to each unit.

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9. All litigation expenses incurred for the common purpose and relating to common use and enjoyment of the common portions.

10. All other expenses and/or outgoings as are incurred by the Vendor and/or the service organisation for the common purposes.

SCHEDULE – ‘D’
(COMMON PROVISIONS AND UTILITIES)

1. Stair case, lift and stair case landing on all floors.
2. Common entry on the ground floor.
3. Water pump, water tank, water pipes & common plumbing installation.
4. Generator Set, Security Guard Room and Common Toilet.
5. Drainage and sewerage.
6. Boundary wall and main gate.
7. Fire Fighting System.
8. Such other common parts, areas and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

[14]

IN WITNESS WHEREOF the representatives of the Vendor do hereunto set their respective hands on the day, month and year first above written.

WITNESSES: -

1.

The contents of this document have been gone through and understood personally by the Purchaser/s and the Vendor.

2.

VENDOR

Drafted, read over and explained by me and printed in my office.

Advocate, Siliguri.
(Enrl No.)