

DEED OF SALE OF Rs.

**Property sold is : one self contained residential flat being
Flat No. situated in the floor and car parking/
two wheeler parking space in the ground floor of Block
'.....' of 'ANANDA NIKETAN' situated within Mouza
Bartoria, J.L. No. 8, P.S. Asansol under Ward No. 55 of
Asansol Municipal Corporation**

**THIS DEED OF SALE is made on this the day
of in the year 2024 by :**

(2)

‘PURBASHA BUILDERS PRIVATE LIMITED’ (PAN : AABCP5653Q)

a company having its registered office at ‘Aashiana’, Hillview (E), S.B. Gorai Road, P.O. Asansol-4, P.S. Asansol (S) and represented by one of its Director Smt. Lipi Laik W/o Jayanta Kumar Laik, by faith Hindu, citizenship Indian, resident of : Hill View (E), S. B. Gorai Road, P.O. Asansol-4, P.S. Asansol (S), Dist. Paschim Bardhaman hereinafter called the ‘VENDOR’ (which expression shall unless excluded by or repugnant to the context include all its successors-in-office, legal representatives and assigns) of the ONE PART.

IN FAVOUR OF :

1. SRI S/o

2. SMT. W/o, both by
faith, citizenship Indian, residents of :
....., Dist. Paschim
Bardhaman hereinafter jointly and severally called the ‘PURCHASERS’ (which
expression shall unless excluded by or repugnant to the context include each
of their heirs, successors, legal representatives and assigns) of the OTHER PART.

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(3)

WHEREAS the earlier owners Kalipada Pathak, Tarapada Pathak, Umapada Pathak all sons of Late Tinkari Pathak were the joint owners of R.S. Plot No. 57 measuring 84 satak of R.S. Khatian No. 283 of Mouza Bartoria, P.S. Asansol, District Paschim Bardhaman to the extent of joint /15/ annas share therein and accordingly the said land stood recorded in their names in the finally published R.S. Khatian. And aforesaid Umapada Pathak sold 21 satak of land in the said plot to the following persons by the following registered Sale Deed : (1) land area 07 satak to Sri Prahlad Chandra Das S/o Late Gobinda Das by registered Sale Deed No. 5946 for 1989 (2) land area 07 satak of land to Ranjit Kr. Maji S/o Satish Chandra Maji by registered Sale Deed No. 5947 for 1988 and (3) land area 07 satak of land to Smt. Reba Maji W/o Nanda Dulal Maji by registered Sale Deed No. 5949 for 1988 all of Asansol Sub Registry Office.

AND WHEREAS aforesaid Prahlad Chandra Das by executing a Sale Deed registered as Deed No. 7479 for the year, 1991 of Asansol Sub Registry Office and Sri Ranjit Kumar Maji by executing a Sale Deed being No. 1661 for the year, 1992 of Asansol Sub Registry Office and Smt. Reba Maji by executing a Sale Deed being No. 1829 of Asansol Sub Registry office sold and transferred their said respective purchased land to Jitendra Nath Maji on receipt of valuable consideration as mentioned in the said sale deeds;

(4)

AND WHEREAS Sri Sankar Chandra Gorai S/o Late Sripati Gorai purchased for valuable consideration 07 satak of band in the above noted plot from Sri Ashis Kumar Pathak and 6 six others who after death of their father Tarapada Pathak one of the Co-Owners of the said land, inherited jointly the share of their deceased father as his only legal heirs by a registered Sale Deed being No. 5074 for the year, 1988 of Asansol Sub Registry office and thereafter said Sankar Chandra Gorai sold and transferred the said land to Jitendra Nath Maji by executing a Sale Deed which was registered as Deed No. 572 for the year 1992 at Asansol registration office for valuable consideration.

AND WHEREAS aforesaid Kalipada Pathak, one of the Co-owners of the said land, died after preparation and final publication of R.S. Record of Rights leaving his daughter Sephali Banerjee (since deceased) W/o Sri Monimohan Banerjee as his only legal heir to inherit his share in the said land including other land and after death of Sephali Banerjee her share in the said lands devolved upon her husband Sri Monimohan Banerjee and her daughter Kalyani Banerjee as her only legal heirs and successors under the provisions of Hindu Succession Act.

AND WHEREAS after that Monimohan Banerjee and Kalyani Banerjee jointly sold 04½ satak of land out of their share in Plot No. 57 to Jitendra

Nath Maji by a registered Sale Deed being No. 4785 for the year 1988 of Asansol Sub Registry Office on receipt of valuable consideration and by virtue of the said 5 five registered Sale Deeds Jitendra Nath Maji became owner of total $32\frac{1}{2}$ satak of land in Plot No. 57 of Mouza Bartoria.

AND WHEREAS aforesaid Monimohan Banerjee and Kalyani Banerjee also jointly sold and transferred $04\frac{1}{2}$ satak of land out of their share in Plot No. 57 for valuable consideration to Smt. Gayatri Maji by a registered Sale Deed being No. 4784 for the year, 1988 of Asansol Sub Registry office and Smt. Gayatri Maji is in peaceful ownership and possession of her said purchased land. AND aforesaid Monimohan Banerjee and Kalyani Banerjee further jointly sold and transferred 07 satak of land in the said plot No. 57 to Sri Anindra Maji for valuable consideration as mentioned in the said Deed and Sri Anindra Maji is in peaceful ownership and possession of his said purchased land.

AND WHEREAS aforesaid Jitendra Nath Maji sold and transferred land area $30\frac{1}{2}$ satak, Smt. Gayatri Maji sold and transferred land area $04\frac{1}{2}$ satak and Sri Anindra Maji sold and transferred land area 07 satak, i.e. total land area 42 satak of Mouza Bartoria, J.L. No. 8 to the Vendor 'Purbasha Builders Private Limited' by a registered Deed of Sale being Deed No. 470 for the year 1996 of Asansol Addl. Dist. Sub Registry Office and delivered peaceful possession to the Vendor of the 'A' schedule property.

(6)

AND WHEREAS in the above circumstances the Vendor being the owner of the land measuring 0.42 acres comprised in R.S. and L.R. Plot No. 57 situated in Mouza : Bartoria, J.L. No. 8 P.S. Asansol, District Paschim Bardhaman and the said lands duly and correctly recorded in the name of the Vendor 'Purbasha Builders Private Limited' in the L.R. Record of Rights under L.R. Khatian No. 1357 of Mouza Bartoria, J.L. No. 8, P.S. Asansol which is more fully mentioned in schedule 'A' below;

AND WHEREAS the Land Owner/Vendor with the intention to get developed the 'A' schedule land by construction of multistoried building thereupon applied for NOC in respect of the same from the authority of ADDA and the said ADDA authority have issued a No Objection Certificate vide its Memo No. ADDA/ASL/2024/000267, dated 01/04/2024.

AND WHEREAS the Vendor also converted the said lands from agricultural 'baid' land to 'commercial bastu' land before the Office of the S.D.L. & L.R.O., Asansol vide Conversion Case No. CN/2024/2305/710, dated 23/04/2024.

AND WHEREAS the Vendor also applied to the office of the Divisional Fire Officer, Paschim Bardhaman, West Bengal Fire & Emergency Services, Bhangakhuti, Purba Burdwan, P.O. Rajbati, Pin-713104 in respect of Fire Safety Recommendations vide its Memo No. FSR/0125186249100127, dated 22/03/2024.

(7)

AND WHEREAS the Vendor has constructed a multistoried building in two block i.e. Block A (G+4 storied) and Block B (G+5 storied) in accordance with a building plan sanctioned by the authority of Asansol Municipal Corporation vide building Permit No. SWS-OBPAS/1101/2024/0721 dated 20/09/2024 named and known as 'ANANDA NIKETAN' consisting of various self contained residential flats in upper floor and parking space and commercial space in the ground floor and particulars of the said property are more fully mentioned and described in schedule 'A' below;

AND WHEREAS the Vendor being in urgent need of money to meet its legal requirements and expenses declared and expressed its intention to sell and transfer one self contained residential flat being Flat No. situated on the floor and car parking/two wheeler parking space in the ground floor of Block '.....' of 'A' schedule 'ANANDA NIKETAN' more fully mentioned in schedule 'B' below along with 'C' schedule common rights and facilities including undivided proportionate share or interest in the 'A' schedule land.

AND WHEREAS the Purchasers having come to know of such declaration and intention of the Vendor proposed and offered to purchase the 'B' schedule property along with 'C' schedule common rights and facilities at a total consideration of Rs./- (Rupees)
only.

(8)

AND WHEREAS the Vendor considering the said price as fair, proper, reasonable and highest according to market value prevailing in the locality the Vendor agreed to sell convey and transfer the 'B' schedule property along with 'C' schedule common rights and facilities unto and in favour of the Purchasers at and for the said total consideration price of Rs./
- (Rupees) only on the terms hereinafter contained.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :

That in pursuance of the said agreement between the Vendor and the Purchasers and in consideration of the said sum of Rs./
- (Rupees) only paid by the Purchasers to the Vendor as per memo of consideration written at the foot of this Deed (the receipt whereof the Vendor does hereby admit & acknowledge) as total price of the said property, the Vendor does hereby grant, convey sell and transfer all that 'B' schedule property along with 'C' schedule common rights and facilities unto and to the use of the Purchasers together with the right of path, passage, lights, liberties, privileges, easement and appurtenances whatsoever attached and concerning to the said property free from any or all encumbrances TO HAVE AND TO HOLD the said property hereby granted; conveyed and transferred unto and to the use of the said Purchaser absolutely and for ever

(9)

having all transferable rights therein such as sale, gift, lease, mortgage, exchange or otherwise AND THAT the said Vendor does hereby declare and covenant with the said Purchasers that the Vendor has good title full power and absolute right to sell and transfer the said property and further declare that the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property and that the Vendor has not in any way encumbered the said property intended to be conveyed by this Deed of Sale AND THAT the said Purchasers including all their legal heirs and successors shall and may at all times peacefully/quietly hold possess use and enjoy the said property as lawful and rightful owners thereof without any interruption, obstruction, claims and/or demand whatsoever from or by the Vendor or any person/ persons lawfully/equitably claiming under or in trust for the Vendor AND THAT the said Vendor including all its successor-in-office and legal representatives shall and will for all times to come at the cost and request of the said Purchasers 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 relating to the said property AND THAT the said Vendor does hereby further declare and covenant with the said Purchasers that if it transpires that the schedule mentioned property hereby sold is not free from

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all encumbrances and/or the Vendor has no valid perfect and marketable title to the said property as hereinbefore stated by the Vendor in that event the Vendor including all its successor-in-office and legal representatives will be bound to pay back the entire consideration amount of money with legal interest to the Purchasers and shall also be liable to make good and indemnify all losses and damages which the Purchaser may suffer due to any defect in the title of the Vendor in respect of the said property hereby sold to the Purchasers.

That the Purchasers at their own cost and expenses shall maintain their individual flat sold to them by repairing, plastering, white washing of the walls and colour washing of doors and windows including renovation, replacements etc. without causing any damage or detriment to the adjoining flat or flats belonging to other occupant/s of the said building on 'A' schedule land.

That the Purchasers shall not have any right to undertake any addition or alteration which may cause damage in any way or affect the main structure, pillars or constructions of the 'A' schedule building.

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 or areas including common passage stair cases, drains and water supply system pump 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 owners' Association to be framed amongst 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 separating the flat from an adjoining flat shall be the common wall and can not be removed or destroyed without the written consent of the said committee or Flat Owners' Association and owner of the flat of other side of the building on 'A' schedule land.

That it has been covenanted between the parties that the purchasers will have the common right only to use the roof terrace and maintain the same. But the Vendor will have no right to construct any structures or construction over the roof or other common space.

That the Purchasers by virtue of this Deed of Sale will be competent and entitled to get their names mutated in the records of S.D.L. & L.R.O. Extn., Part-1, Asansol under the State of West Bengal as also in the records and registers of Asansol Municipal Corporation or any other authority and the Vendor undertakes to render all such help and assistance as will be found essential in this regard.

It is specifically mentioned that the Purchasers will be liable to pay works contract tax/service tax/GST etc. and/or any other taxes imposed and/or to be imposed in future in respect of the Flat mentioned in the schedule 'B' below.

It is hereby specifically declared that the provisions of West Bengal Apartment Ownership Act. and the rules framed and/or the bye law framed thereunder and the West Bengal Apartment (Regulation of construction & Transfer) Act. 1972 shall apply to the said flat as and when the same will be made applicable by the authority concerned.

That the Purchasers prior to purchase of the schedule mentioned flat made necessary inspection thereof and being satisfied with the constructional work of the same already took possession of the said flat hereby sold.

SCHEDULE 'A' ABOVE REFERRED TO :

In the District of Burdwan at present Paschim Bardhaman, P.S., Sub Division and A.D.S.R. Office Asansol, within Mouza J.L. No. 8 all that land area 0.42 acres or 42 (forty two) decimal equivalent to 25 cottah 6 chhataks 23 sq. feet comprising part of R.S. & L.R. Plot No. 57 (fifty seven) under R.S. Khatian No. 283, L.R. Khatian No. 1357 including a multistoried building in two block i.e. Block A (G+4 storied) and Block B (G+5 storied) named and known as 'ANANDA NIKETAN' consisting of various self contained residential flats in upper floor and parking space and commercial space in the ground floor.

Butted and bounded by :

On the North : By Road.

On the South : By the land of Plot No. 56.

On the East : By the land of Plot No. 58 and 55.

On the West : By Village Road.

SCHEDULE 'B' ABOVE REFERRED TO :

All that one residential flat being flat No. on the floor of Block '.....' of the 'A' schedule Apartment measuring carpet area sq. ft and super built up area sq. feet consisting of : bed rooms, one dining cum drawing, one kitchen, balcony and toilet with

all fittings, fixtures, connection etc. and car parking space/two wheeler parking space measuring an area sq. ft in the ground floor along with undivided proportionate share or interest in the 'A' schedule land under Ward 55 (new) of Asansol Municipal Corporation. Butted and bounded by :

On the North : By

On the South : By

On the East : By

On the West : By

SCHEDULE 'C' ABOVE REFERRED TO :

(Common Portions)

1. Stair case up to the top floor from ground floor.
2. Stair case landing up to the top floor from ground floor.
3. Common passage, entrance and open space.
4. Water pump, water pipes, water tank, elevator and other plumbings.
5. Electrical sub station, electrical wiring, lines, meters, fittings.
6. Drainage and sewers.
7. Lift.
8. Boundary walls and main gate.

The Proportionate annual rent is payable to the State of West Bengal through S.D.L. & L.R.O.; (Extn. Part-I) Asansol.

(15)

MEMO OF CONSIDERATION

<u>Date</u>	<u>RTGS/Cheque/Cash</u>	<u>Bank</u>	<u>Amount</u>
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Total Rs..... only paid by the Purchasers to the Vendor.

IN WITNESS WHEREOF the Vendor named above signed and executed
this Deed of Sale on the day, month and year first above written.

Witnesses :

1.

2.

Signature of the Vendor

Prepared by me and
printed in my office

(Deed Writer)
A.D.S.R. Office, Asansol