

Business, both by Religion- Hindu, both are Indian Citizen, hereinafter called **OWNERS**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, successors, legal representatives and assigns of the **FIRST PART**).

AND

“SWAPNABHUMI-V” PAN- AEQFS0006Q, a partnership Firm having its office at 23, Damandaptari Lane, Sripur Road, P.O. Cossimbazar, P.S. Berhampore Town, District- Murshidabad, PIN- 742102, represented by its partners **[1] MAHADEV KUNDU**, PAN- AJXPK8753E, Son of Late Biswanath Kundu, residing at 2, Manindranagar, P.O. Cossimbazar P.S.- Berhampore Town, District- Murshidabad, **[2] GOUTAM KUNDU**, PAN- AUGPK3494A, Son of Ratan Kundu, residing at 2, Manmndranagar, P.O. Cossimbazar P.S. Berhampore Town, District- Murshidabad, both by Caste and Religion- Hindu, both by Profession- Business, both are Indian Citizens, hereinafter called as **DEVELOPER**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its, executors, administrators) of the **SECOND PART**.

AND

PARTHA SAHA, PAN- HHXPS3697J, S/o. Bablu Kumar Saha, residing at 14/2, Sripur Paka Road, P.O.- Cossimbazar Raj, P.S.-Berhampore Town, Dist. Murshidabad, PIN- 742102, by Caste & Religion- Hindu, by Profession- Business, Indian Citizen, hereinafter to be referred as **“PURCHASER”** (Which expression shall unless excluded by or

repugnant to the subject or content be deemed to include his heirs, executor, administrator, legal representative and assigns) of the **THIRD PART**

WHEREAS the property having R.S. Khatian No. 639, Plot No. 659, within Dist. Murshidabad, P.S. Berhampore, Mouza- Cossimbazar as mentioned in Lot No. 1 of the First schedule below originally belonged to Rudreswar Dasi. Her name been recorded in R.S.R.O.R.

AND WHEREAS Rudreswar Dasi Gifted 2.75 dec of Property with specification out of her share to Rameswar Hazra, Jagabandhu Hazra and Janmenjoy Hazra by a registered Deed of Gift of No. 7695, dated 01/07/1987. So Rameswar Hazra, Jagabandhu Hazra and Janmenjoy Hazra became the owner of the said specified 2.75 dec of Property.

AND WHEREAS Rameswar Hazra, Jagabandhu Hazra and Janmenjoy Hazra jointly sold the Property as mentioned in Lot No. 1 of the following First Schedule property to Mahadev Kundu, Gautam Kundu by a registered Deed of Sale being No. 9745, dated 06/08/2021 registered at the office of the A.D.S.R. Sadar, Berhampore. So the First Part became the owner of the abovementioned Property as mentioned in the lot no. 1 of the First schedule property. Their names have been recorded in L.R. Khatian no. 9693 and 9703.

AND WHEREAS the Property having Khatian no. R.S. 653, Plot no. R.S. 650 within District - Murshidabad, P.S. Berhampore, Mouza-Cossimbazar as mentioned in Lot No. 2 of the First schedule below originally belonged to Annapurna Devi. Her name has been recorded in R.S.R.O.R.

AND WNEREAS Annapurna Devi, Wife of Tarapada Acharya died leaving 5 Sons Gopal Chandra Acharya, Tapan Acharya, Monoranjan Acharya, Tapas Acharya, Madan Acharya and 3 Daughters Mamata Acharya, Sabita Devi, Mana Sarkar as his legal heirs. So they have inherited the Property left by Annapurna Devi in equal shares.

AND WHEREAS Madan Acharya died leaving One Son Chandan Acharya, Wife Tapati Acharya. So they inherited the Property left by Madan Acharya in equal shares.

AND WHEREAS Gopal Acharya, Mana Sarkar, Chandan Acharya and Tapati Acharya jointly sold their share in Plot no. RS. 650 & L.R. i.e., 4.125 dec to the First Part Mahadev Kundu & Goutam Kundu by a registered Deed of Sale of No. 14361, dated. 29/09/2021.

AND WHEREAS Tapan Acharya, Monoranjan Acharya, Tapas Acharya, Mamata Acharya and Sabita Devi jointly sold their respective shares in Plot No. R.S. & L.R. 650 i.e., 6.875 dec to Mahadev Kundu and Goutam Kundu i.e., to the First Part by a registered Deed of Sale of No. 9746, dated 06/08/2021. So the First Part became the owners of the Property as mentioned in Lot No. 2 of the First Schedule below. Their names have been recorded in L.R. Khatian No. 9716, 9823, 9821, 9692.

AND WHEREAS the First Part has constructed a Multi storied building over the following First Schedule property but due to want of finance they approached the Second part to act as Developer. Accordingly the First Part & Second Part entered into agreement to develop the said property on 22/08/2022 vide deed no. 20423 registered at the office of the A.D.S.R. Beerhampore, Murshidabad for

construction of a Multi storied building as per plan sanction by a Berhampore Municipality which consist of several residential units, commercial units.

AND WHEREAS the First part Owner-cum-Vendors and Second part Developer proposed to sell a **Commercial space being number “B”** measuring **188 Sq. ft.** Super built up area situates on the **Ground Floor** of the multi storied building within Berhampore Municipality together with undivided impartible proportionate share of the land underneath fully and effectually described in Second schedule below and the Purchaser agreed to purchase the same.

AND WHEREAS the Purchaser agreed to purchase the above said **Commercial space** on the **Ground Floor** of the Multi Storied building together with undivided, impartible, indivisible proportionate share in the land underneath fully and effectually described in Second schedule below and the common rights described in Third schedule below hereinafter called the Said property.

AND WHEREAS a sum of **Rs. 19,00,000/- (Nineteen Lakh only)** has been settled and fixed by and between the parties according to the prevailing rate of market price. AND WHEREAS the Purchaser has made searches and enquiries the relevant papers and documents in respect of the property hereby sold and satisfied on all respects and found that the same is free from all encumbrances.

As per terms of the oral agreement it was settled that after receiving sum of **Rs. 19,00,000/- (Nineteen Lakh only)** from

Purchaser, the First part and Second part would execute and register a deed of sale in favour of the Third part in respect of the Said property.

IN WITNESSETH WHEREOF THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:-

NOW THIS DEED WITNESSETH that in pursuance of the said agreement Purchaser has paid sum of **Rs. 19,00,000/- (Nineteen Lakh only)** to the Second part (the receipt whereof the Owner-cum-Vendors hereby admit and acknowledge) as consideration and the First part and Second part hereby grant, convey, sale, transfer, assign and assure unto the use of the Purchaser free from all encumbrances ALL THAT the said commercial space together with undivided impartible proportionate share in the land underneath, and common portion of the said Multi storied building under Berhampore Municipality as fully and effectually described in Part I and Part II of the Second Schedule below and all right, title interest, of the Owner-cum-Vendors into or upon the said property and to HAVE HOLD the same to the use of the Purchaser absolutely and for absolutely and forever.

THE OWNER-CUM-VENDORS AND DEVELOPER CONVENANTS WITH THE PURCHASER AS FOLLOWS:-

- 1) The said property shall be quietly entered into and held and enjoyed by the Purchaser with all right of transfer by sale, gift, mortgage or otherwise with right in succession.
- 2) The Purchaser shall own and possess the said property peacefully and quietly having acquired good and marketable title therein from the Owner-cum-Vendors on payments of Tax to Berhampore

Municipality and rent to State after getting **his** name mutated in the office of Berhampore Municipality and in the office of B.L. and L.R.O. Berhampore. If any objection or claim is raised by the said Owner-cum-Vendors or any other person, claiming through him or otherwise the same shall not be legally entertained. The Property hereby Sold is in possession of the Owner-cum-Vendors and the same is free from charges and encumbrances and not in any way involved in any pending litigation or attachment. If the Purchaser are dispossessed from the property hereby sold or from any part thereof due to the defect of title of the Owner-cum-Vendors shall be liable to refund the money hereby paid by the Purchaser.

- 3)** That notwithstanding any act, deed, matter or thing by the Owner-cum-Vendors done or executed or knowingly suffered to the contrary Owner-cum-Vendors is now lawfully and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property together with the proportionate share in First schedule property thereto hereby Sold, granted, transferred and conveyed or intended so to and every part thereof for a perfect and indefeasible estate of inheritance without any condition of trust or any other things whatsoever not contemplated by these presents so as to alter defect make void the same and that notwithstanding any such act, deed, matter or thing as aforesaid the First part and Second part now good, rightful power and absolute authority to Sale, grant, transfer and convey the said property and the proportionate undivided share or interest in the said land or ground and the common areas as mentioned in the Third schedule

and the rights, and privileges and facilities hereby Sold, granted, transferred, conveyed, assigned and assured or expressed or intended so to be unto and the use of the Purchaser.

- 4) That the Purchaser shall and will all times hereinafter peaceably and quietly possess and enjoy the said property and the properties appurtenant thereto and receive the rents, issues and demand whatsoever from or by the Owner-cum-Vendors or any person or persons having lawfully or equitably claiming any estate right, title and interest whatsoever.
- 5) That the Owner-cum-Vendors and all persons having or lawfully or equitably claiming any estate right, title and interest whatsoever in the said property or any part of the Owner-cum-Vendors or any part thereof or in the properties appertained thereof form under or in trust for the Owner-cum-Vendors shall and will from time to time and all times hereafter at the request and costs of the Purchaser do and execute or cause to be done and more perfectly assuring said Property and every part thereof and the Properties appurtenant thereto UNTO AND TO THE USE of the Purchaser in the manner aforesaid as shall or may reasonably be required.
- 6) The Owner-cum-Vendors will at the request and costs to the Purchaser execute and to every such assurance or thing necessary for further more perfectly assuring the said of the Second schedule property.
- 7) That the Purchaser can fix the signboard and outer unit of the A.C. Machine outside the Second Schedule property.

- 8) That the Purchaser can fix collapsible gates on the entrances of the Second schedule property at his own cost. The Purchaser shall use the Second schedule property for Commercial purpose.
- 9) To specify the following Second schedule property a Map has been annexed with this Deed of Sale which has been treated as a part of this Deed.

THE PURCHASER COVENANTS WITH THE OWNER-CUM-VENDORS AND DEVELOPER AS FOLLOWS:-

- 1) The Purchaser shall pay proportionate share of the Municipal rates and taxes and both Purchaser and Occupiers and/or Consolidated, as the case may be, and water, tax, multi-storied building tax and all other rates charges or surcharges payable or which may hereafter be levied on the whole complex such apportionment shall be made by the Owner-cum-Vendors and Purchaser and the same shall be conclusive final and binding Upon the Purchaser.
- 2) The Purchaser shall maintain at their own costs to keep the said property hereby Sold in good conditions, repairs and order and shall abide by the by-law rules and regulations of Government, Municipality, and/or any other authorities and local bodies and shall attend, answer and be responsible for all deviations, violations or breaches of any of the conditions or rules or by-Laws and shall observe and perform all the terms and conditions contained herein.
- 3) The Purchaser shall get and obtain separate electric meter or electricity connection in or upon the said property and shall bear

and pay all the electricity deposit and/or charges to the electricity authorities for the electricity which may be consumed.

- 4) That Purchaser shall keep the said property in good order and conditions and in particular so as to support shelter and protect the other parts of the said building and also the right and interest of the occupiers of other portions of the said building.
- 5) The Purchaser shall permit the Owner-cum-Vendors and agents with or without workman and other by giving prior notice at all reasonable time to enter into and upon the said property or any part thereof for the purpose of repairing any part of the building and for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good conditions all sewer, drains pipes cable, water cover, gutters structures of other convenience belonging to or serving or used for the said building and testing drains and water pipes and electric wire and for similar or other purpose.
- 6) The Purchaser shall not use the said property or any portion thereof in such manner, which may or is likely to cause nuisance or annoyance to the Occupiers of the other portions in the said building or to the Owner-cum-Vendors or occupiers of the neighbouring area nor shall use the same for any immoral purposes.
- 7) The Purchaser shall not carry on or permit to be carried on, upon the said property or any part thereof any offensive or unlawful business whatsoever and shall not do or cause to be done

anything there which may be illegal under any law for the time being in force.

- 8)** The Purchaser shall not in any time demolish or cause to be demolished, damage or cause to be damaged the said property nor will at any time take Course to be made any addition or alteration of whatsoever nature to the said property or any part thereof.
- 9)** The Purchaser shall not decorate the exterior of the said property otherwise than in the manner as may be agreed in writing however the Purchaser shall always be at liberty to decorate the interior of the said property.
- 10)** The Purchaser shall not throw or accumulate any dirt, rubbish, rags or other refuse or permit the same to be thrown or accumulated or allow the same to be accumulated in his said property or in any portion of the building.
- 11)** The Purchaser shall not keep or store in or upon the said space any inflammable, combustible explosive, obnoxious, chemicals or any offensive articles save and except those required for domestic purpose in adequate quantity.
- 12)** The Purchaser shall not in any manner use the Second property or any portion thereof as Tea stall, Sweet shop, Hotel or Restaurant or carry on such similar business or trade but shall use the property only for other Commercial purpose. The purchaser cannot make any obstruction over the 6 feet wide common passage which is in front of the Second schedule property.

THE FIRST SCHEDULE ABOVE REFERRED TO;

(Lot No. – 1)

Dist. Murshidabad, P.S. Berhampore Town, Mouza- Cossimbazar, JL. no. 102, Sub-Registry office Berhampore, rent payable to the State of West Bengal through the Collector of Murshidabad. Ward no. 1, within Berhampore Municipality.

<u>Khatian No.</u>	<u>Plot No.</u>	<u>Nature</u>	<u>Area</u>
R.S. 639	R.S. 659	House	2.75 dec out of 6 dec
L.R. 9693 9703	L.R. 659		

Boundary :- On the North – Mahadeb Kundu and Goutam Kundu, On the South – Asim Nadu, On the West – Karbala Road, On the East – Doba.

(Lot No. – 2)

Dist. Murshidabad, P.S. Berhampore Town, Mouza- Cossimbazar, JL. no. 102, Sub-Registry office Berhampore, rent payable to the State of West Bengal through the Collector of Murshidabad. Ward no. 1, within Berhampore Municipality.

<u>Khatian No.</u>	<u>Plot No.</u>	<u>Nature</u>	<u>Area</u>
R.S. 653	R.S. 650	House	11 dec
L.R. 9821, 9692 9716, 9823	L.R. 650		

Total 13.75 dec, appertaining to holding number 98, Karbala Road, within Berhampore Municipality.

The Property measuring 13.75 dec is Butted and Bounded as under

:- On the North – Ajoy Kundu & others, On the South – Asim Nandy, On the East – Doba, On the West – Karbala Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT a finished and complete **Commercial space being no. "B"** measuring **Super built up area of 188 Sq. ft.** situated on the **Ground Floor** of the (G+6) storied building named as **"SWAPNABHUMI - V"** constructed over First schedule Property along with Proportionate, Undivided impartible share in the Land and the common portions. The Commercial Space is specified by Red colour of the Map annexed herewith.

THE THIRD SCHEDULE ABOVE REFERRED TO

(The Common Portions)

- 1) Drainage, Sewerage and Pipes from the building.
- 2) All inside and outside Brick works of the Building.
- 3) 6 feet wide common passage in front of the shop room.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

- 1) All costs of maintenance, operating, whitewashing, painting, decorating, and rebuilding, reconstructing the common areas in the building and their outer walls.
- 2) The insurance premium for insuring the building, if any.
- 3) Ground rent Municipal Tax and other levies in respect of the land and the building save those separately assessed on the Purchaser.
- 4) All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

This Deed of Sale contains the L.T.I. and Finger Prints of all the ten fingers and photo graphs of the all the parties which shall be treated as a part of this Deed of Sale.

IN WITNESS WHEREOF ALL THE PARTIES TO THE DEED PUT THEIR SIGNATURES.

IN PRESENCE OF:-

1)

SIGNATURE OF THE FIRST PART

2)

SIGNATURE OF THE SECOND PART

Type by Me :

SIGNATURE OF THE THIRD PART

MEMO OF CONSIDERATION

Received total sum of **Rs. 19,00,000/- (Nineteen Lakh) only** by Cheque and Cash on several dates as full consideration amount against the property as mentioned in the Second Schedule of this deed of sale from the Purchaser.

Signature of the Second part