

DEED OF SALE

THIS DEED OF SALE made on this ____ Day of _____ 20
BETWEEN

1. Md Asif Hossain (PAN: ACFPH8210A) S/O Md Harun Rasid, 2. Saneja Parvin (PAN: CQQPP5064H) W/o Md Asif Hossain and 3. Sarvina Khatun (PAN: BIUPK2446M), wife of Inanul Haque, all are residing at 23, Sirish Chandra Nandy Road, P.O. - Berhampore, P.S. - Berhampore Town, District - Murshidabad, PIN - 742101, all by occupation Business, Indian citizen, by religion Hindu, hereinafter called the "**OWNER-CUM-VENDOR**" (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

"**SWARNAPRADEEP INFRASTRUCTURAL SOLUTIONS**" [PAN:AEUFS3874E], a Partnership firm having its registered office at 18/7/1, K. K. Banerjee Road, Berhampore, PS – Berhampore Town, Dist. Murshidabad, represented by the Partners: (1) **RAJENDRA KUMAR SAHA**(PAN:AKJPS2669E) S/o Lt Bidyut Kumar Saha (2) **ARPITA SAHA** (PAN : APAPS2839A), W/o Rajendra Kumar Saha, residing at 18/6, K. K. Banerjee Road, P.O. Berhampore, P.S. Berhampore Town, District Murshidabad, all are by occupation Business, all are Indian citizen, all are by religion Hindu, hereinafter referred to as the "**DEVELOPER**", (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 **SECOND PART**.

AND

_____, (PAN – _____), S/o _____, by occupation Business, Residing at _____, by Religion _____, Indian Citizen, hereinafter called the "**PURCHASER**", (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, executors, administrators, successors, legal representatives and assigns) of the **THIRD PART**.

WHEREAS the plot of number R.S. 2211, L.R. 4733 measuring 118 dec, situated within Dist Murshidabad, PS- Berhampore TpwM, Gorabazar, originally belonged to Tapan Kumar Ghosh. His name has been recorded in R.S.R.O.R. in Khatian number 1925.

WHEREAS Tapan Kumar Ghosh sold 3.3 dec out of his share to Asif Hossain and Saneja Parvin by a registered deed of sale being number 13129 dated 20/12/2013 registered at the office of the A.D.S.R. Sadar, District- Murshidabad with specification.

WHEREAS Tapan Kumar Ghosh sold 1.65 dec out of his share to Asif Hossin and Saneja Parvin by a registered deed of sale being number 11081 dated 18.08.2021 registered at the office of the A.D.S.R. Sadar, District Murshidabad with specification.

WHEREAS Tapan Kumar Ghosh sold 1.65 dec out of his share to Asif Hossin and Saneja Parvin by a registered deed of sale being number 834 dated 08.01.2021 registered at the office of the A.D.S.R. Sadar, District Murshidabad with specification.

WHEREAS by virtue of above mentioned three deed of sale of number 13129 dated 20/12/2013, being number 11081 dated 18/08/2021 and being number 834 dated 08/01/2021 Md Asif Hossain and Saneja Parvin in the First part no. 1 and 2 became the exclusive owners of the property as mentioned in Lot No. 1 of the First schedule below. The names of the First part have been recorded in L.R. Khatian number 15084, 19186, 19679, 15085, 19190, 19677. The property has been converted to Viti. Rent has been paid to the Government.

WHEREAS Tapan Kumar Ghosh also sold the property as mentioned in Lot No. 2 of the First schedule below to Sarvina Khatun the First Part No. 3 by a registered deed of sale being number 17441 dated 19.09.2022 registered at the office of the A.D.S.R. Berhampore, District Murshidabad. So the First Part No. 3 became the exclusive owner of the property as mentioned in Lot Number 2 of the First schedule property. The property as mentioned in schedule below has been specified in the Map annexed with this deed and the Map shall be treated as a part of this deed.

AND WHEREAS the Owners are desiring to develop their amalgamated property which is fully described in First schedule below into a Multi-storied building in accordance with Law have been in search of well reputed and efficient building promoter.

AND WHEREAS the Second Part convinced the First Part that they are well reputed financially sound and able Promoter / Developer in running Promoting Business.

AND WHEREAS at or before execution of this Agreement the said First part have represented and assured to the Second Part Developers as follow:

- a) That the said following First Schedule Property is free from all encumbrances. It is fully in possession of the First Part.
- b) That excepting the First Part nobody else has any right, title and interest over the property.
- c) Relying on the aforesaid representation of the owners and believing the same to be true and acting on the faith thereof the Second Part Developer agreed to develop the entire property for the consideration and on the terms and conditions accepted in the Developers Agreement.

AND WHEREAS the First part intended to construct of 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

an Agreement on 10-05-2023 to develop the said property by constructing a multistoried building as per plan sanctioned by Berhampore Municipality which consists of several Flats, Shop room and Parking Space.

AND WHEREAS As per such agreement the Flats, Shops and Parking Space mentioned in the second schedule below remains with Developers.

AND WHEREAS the **FIRST PART & SECOND PART** expressed their intention to Sale the property as mentioned in the Second Schedule below constructed on the First Schedule property to the Purchaser i.e. **THIRD PART**.

AND WHEREAS the PURCHASER agreed to PURCHASE one Flat

i.e. the **FLAT/SHOP/PARKING** being No. _____, situated on the _____ **Floor**, _____ side, Carpet/Covered area _____ Sq. Ft., Super built-up area _____ **Sq. Ft.** constructed on the First Schedule Property along with undivided share in the First schedule below and the common portion which is clearly mentioned in ThirdSchedule below and one 2-wheeler space of 20 Sq. Ft. on the Ground/Basement Floor for keeping one 2-wheeler vehicle henceforth be called as the said Property or the said Flat from the Owner-Cum-Vendor and Developer at a price of a sum of **Rs.** _____ **/- (Rupees** _____ **)** only.

AND WHEREAS the Owner-Cum-Vendor and Developer covenant with the purchaser that upon receiving the sum of **Rs.** _____ **/- (Rupees** _____ **)** only the First part & Second will execute Deed of Sale for conveying the Ownership of the said Flats with Proportionate undivided impartible share in the land along with the common portions to the Purchaser and the Purchaser of the Third part has paid the entire consideration price to the first part through the Second Part and the Second Part has received total sum of **Rs.** _____ **/-** **(Rupees** _____ **)** only as the consideration money of the said Flat/Shop Room/Parking space.

NOW THIS WITNESSETH AS FOLLOWS:

That in pursuance of said Agreement and on receipt of entire consideration money of **Rs.** _____ **/- (Rupees** _____ **)** only paid by the Purchaser to the Second Part the receipt whereof the Second Part and the First Part hereby admits, acknowledged as full and final consideration money of the said Flat and the First part the owner and the second part hereby grant, convey, transfer the said Flat and assure unto and to the use of the said Purchaser free from all encumbrances.

ALL THAT the said Flat together with undivided, impartible, proportionate share of the Land underneath of the said (B1+B2+G+6) storied building which is fully and effectually described in Second Schedule Part - I & II of the second schedule below and all the right, title and interest of the Owner into and or upon the said property to have and hold

own and possess the same to the use of the purchaser absolutely and forever.

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

- i) The said property shall be quietly entered into and held and enjoyed by the purchaser with all rights of transfer by sale, gift, mortgage, or otherwise with right in succession.
- ii) The Purchaser shall own and possess the said property peacefully and quietly having acquired good valid and perfect title therein from the OWNER-CUM-VENDOR AND DEVELOPER on payment of rent year to year to the State of West Bengal and tax to the Local Berhampore Municipality after getting her/his/their names mutated in the Office of landlord and Municipality without interruption and disturbances by the Owner-cum-Vendor and Developer or any person claiming through or under them. If any objection or claim is raised by the OWNER-CUM-VENDOR AND DEVELOPER or any other person, claiming through them or otherwise the same shall not be legally entertained. The property hereby sold is in khas possession of the Owner-cum-Vendor and Developer and the same is free from charges and encumbrances and not in any way involved in any pending litigation or attachment or mortgage. If the PURCHASER is dispossessed from the property hereby sold or from any part thereof due to the defect of title of the OWNER-CUM-VENDOR AND DEVELOPER then the First Part and Second Part shall be liable to refund the consideration money hereby paid by the PURCHASER to the OWNER-CUM-VENDOR AND DEVELOPER.
- iii) That notwithstanding any act, deed, matter or thing by the OWNER-CUM-VENDOR done or executed or knowingly suffered to the contrary the Owner-cum-Vendor are now lawfully and absolutely seized and possessed 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 be and every part thereof for a perfect and indefeasible estate of inheritance without any manner or condition trust or any other thing whatsoever not contemplated by these presents, so as to alter defeat make void the same and notwithstanding any such act deed, matter or things as aforesaid the Vendor has now good rightful power and absolute authority to sell, gift, transfer, mortgage and convey the said property and the proportionate undivided share or interest in the said land or ground and the common areas parts and the privileges and facilities more particularly described in the Fourth and Fifth Schedule respectively hereunder written and thereby sold granted transferred conveyed assigned and assured or expressed or intended so to be unto and to the Purchaser.

- iv) That the Purchaser shall and will at all times hereafter peaceably and quietly possess and enjoy the said property and the properties appurtenant thereto and receive the rents issues and profits thereof without any lawful eviction interruption claims and demand whatsoever from or by Owner-Cum-Vendor or any person or persons having or lawfully or equitably claiming any estate, right, title and interest whatsoever from under or in trust of the OWNER-CUM-VENDOR.
- v) That the OWNER-CUM-VENDOR and all persons having or lawfully or equitably claiming any estate right title and interest whatsoever in the said property appurtenance thereto from under or in trust for the OWNER-CUM-VENDOR shall and will from time to time and at all times hereafter at the request and costs of the purchaser do and execute or cause to be done and executed all such acts deeds and things whatsoever for further better 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.
- vi) That OWNER-CUM-VENDOR AND DEVELOPER at the request and cost of the purchaser will execute and to every such assurance or thing necessary for further more perfectly assuring the said property to the purchaser and his/her/their heirs and assigns as may reasonably be required.
- vii) The Purchaser has paid the Goods and Service Tax to the Second Part.
- viii) That after a joint measurement of the following second schedule units both the parties are satisfied about the measurement and area of the sold out unit.
- ix) To specify the flats map has been annexed with the deed which shall be treated as a part of this deed.

FIRST SCHEDULE ABOVE REFERRED TO:

LOT NO.1

District – Murshidabad, PS- Berhampore Town, Mouza – Gorabazar, J L No. 90, Sub-Registry Office Berhampore, Rent Payable to the Collector of Murshidabad, on behalf of State of West Bengal, within Berhampore Municipality. Ward No. 23.

Khatian No.	Plot / Dag No.	Class	Area
R.S. 1925 L.R. 19186, 19120, 19677, 19679, 15084,	R.S. 2211 L.R. 4733	Viti	6.62 decimal having holding no. 18/20/1, K. K. Banerjee Road, within Berhampore Municipality, WardNo.23.

15085.			
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LOT NO.2

District – Murshidabad, PS- Berhampore Town, Mouza – Gorabazar, J L No. 90, Sub-Registry Office Berhampore, Rent Payable to the Collector of Murshidabad, on behalf of State of West Bengal, within Berhampore Municipality. Ward No. 23.

Khatian No.	Plot / Dag No.	Class	Area
R.S. 1925 L.R. 1947	R.S. 2211 L.R. 4733	Viti	15.89 decimal having holding no. 18/20/1, K. K. Banerjee Road, within Berhampore Municipality, WardNo.23.

The lot No.1 & lot No.2 as aforesaid are butted and bounded by:

On the North: 12 feet wide road.

On the South: Other's property and Road

On the East: 10 feet wide Road.

On the West: Land of Tahidul Islam.

THE SECOND SCHEDULE ABOVE REFERRED TO

PART-I (The Flat/Unit)

All that a finished & complete flat/shop room/parking space having Carpet/Covered area _____ Sq.ft. and Super built-up area of _____ Sq.ft. (more or less as measured jointly by all parts)

situated on the _____ Floor, being No. _____, _____ **side**

of the (B1+B2+G+6) storied building namely "**FORTUNA**".

situated in Mouza– Gorabazar, J L No. 90, comprising of Bedrooms, Kitchen, Dining space, Toilet, and together with common facilities and amenities attached to the available with the said Flat appertaining to holding No. 18/20/1, K. K. Banerjee Road, within Berhampore Municipality, WardNo.23.

PART-II

(The undivided impartibly proportionate share in the land and common portion agreed to be sold to the purchaser)

All that and undivided impartible proportionate share and / or interest in the land described in the First Schedule herein above written and the common portions described in the Third Schedule hereinafter written with all other common rights and liabilities.

THIRD SCHEDULE
(THE COMMON PORTION)

- 1) Entrance and exit, internal roads, and passages.
- 2) Staircase, lobbies & landings.
- 3) Drainage, sewerage & pipe lines from the building to the Septic Tank/Duct.
- 4) All inside and outside Brick works of the building excepting the units and Flats or apartments.
- 5) Electrical wirings, fittings, and other accessories for lighting the staircase and other common areas.
- 6) Water & Sewerage evacuations pipes from the unit to the drains and sewers common to the building.
- 7) Main gate of the building and boundary of the same.
- 8) Roof of the building may be used by each Flat owner's and also their families, but they cannot construct or install and structure thereon at any time.
- 9) Water pump with Motor and Water distribution pipe (save those which are inside and exclusive for Flat unit).
- 10) Water Supply arrangement by submersible Pump with over a Tank.
- 11) Diesel Generator.
- 12) Lift.
- 13) Space to keep one 2-Wheeler Vehicles of 20 Square Feet on the Common Portion of the Ground Floor.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)

- 1) All costs of maintenance, operating, replacing, whitewashing, painting decorating, rebuilding, reconstructing, lighting the common portions and common areas in the proposed building & their outer walls.
- 2) The insurance premium for insuring the proposed building, if any
- 3) Municipal tax, and other levies in respect of the land and the proposed building save those separately assessed on the purchaser
- 4) Creation of Funds for replacement/ renovation and / or other periodic expenses.
- 5) The expenses for funding and operation all machinery equipment's and installations for common facilities and utilities including the cost of repairing, renovating, and replacing the same.

FIFTH SCHEDULE

(Easement granted to the Purchaser)

(The under mentioned rights of Ownership easements quasi-easements privileges and appurtenant shall be enjoyed by and reserved to Purchaser.)

1. The Purchaser shall be entitled to all privileges and rights including the right of verticals and lateral support, easements, quasi-easements, appendages and appurtenant what so ever belonging to or in any way intended so to be held used or appertaining here to as here in after more fully specified and for agrees and ingress to or over the roof for the purpose of cleaning and/or repairing of overhead RCC Tank EXCEPTING AND PRESERVING UNTO THE OWNER-CUM-VENDOR herein and/or other persons deriving title from or under them the easements, quasi-easements privileges and appurtenances in respect of the portion of the said building and the appurtenant land hereinafter more particularly set forth in the First Schedule hereto.
2. That purchaser, the members of his family, his servants, agents, employees and invites shall have the right of access in common with the Vendor/Developer herein and/or other person deriving title through them or entitled to the same right at all times and for all reasonable domestic connected with the use and enjoyment of the said unit including laying of telephones cablelines and posts as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said unit, pathways and driveways comprised within the said building and appurtenant land there to PROVIDED ALWAYS and it is hereby declared that nothing herein contained shall permit the purchaser and/or the servants and agents to obstruct in any way the passage and/or drive ways and/or other open space which from the common areas or alongside there to.
3. The purchaser shall have the right of protection of all or any part of the said unit by or from all parts of the building and premises so far as may be necessary including the rights of supports, both vertical as well as lateral and the right of purpose in common as aforesaid of electricity telephones water and soil pipes from and do the said flat within the said space through pipes, drains, wires and conduits or being in under through or over the said building or any part thereof so far as may reasonably be necessary for the beneficial occupation and enjoyment of the said unit for all lawful purpose whatsoever and the right with or without workmen and necessary materials to enter from time to time upon the other parts of the said building for the purpose of repairing as for as may be necessary, pipes drains wires and conduits aforesaid and for the purpose of such repairing or cleaning as aforesaid can't be reasonable carried out without such enter and in all such cases upon giving 24 hours previous notice in writing of his intention as to enter, to the Vendor and/or other person or persons in lawful possession of the same.

SIXTH SCHEDULE

(Obligations to be performed by the purchaser and/or restrictions for better enjoyment of all the occupiers imposed on the purchaser)

1. The purchaser shall pay to the Owner a proportionate share of the Municipal rates and taxes and both Owners and occupiers and/or consolidated, as the case may be, and water tax, multi- storied building tax and all other rates and taxes,

levies, cess, charges or surcharges group rent payable or which may hereafter be levied on the whole complex such apportionment shall be made by the Vendor/Developer and the same shall be conclusive final and binding upon the Purchaser.

2. The Purchaser shall maintain at his own costs, the said flat hereby sold in good conditions, repairs and order and shall abide by the bye-laws, rules and regulations of Governments, Municipality, and/or any other authorities and local bodies and shall attend, answer and be reasonable for all deviations, violations or breaches or any of the conditions or rules or byelaws and shall observe and perform all the terms and conditions contained herein. The Purchaser however shall have the right to alter or changes or make addition of the covered space acquired by him only after taking sanction from Berhampore Municipality or other competent authority without in any way affecting the main pillars and structures of the external walls of the said premises/building.
3. The Purchaser shall not in any manner use the said flat for stall sweetshops hotel or restaurant or catering house or boarding and lodging or carry on such other similar business or trade, but shall use the flat for the residential purpose only.
4. In the event of the Vendor being made liable or payment of Sales Tax under any statute or law for the time being in force or if the Vendor be advised by its consultant that the Vendor or Developer is liable or shall be reimbursed by the purchaser in respect of the said unit.
5. The Purchaser shall get and obtain separate electric meter or electricity connection in or upon the said flat and shall bear and pay all the electricity deposit and/or charges to the electricity authorities for the electricity which may be consumed.
6. The Purchaser shall keep the said flat and the partition walls, sewers, drain, pipes and other fittings fixtures and appurtenances thereto belonging in good order tenable repair 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.
7. The Purchaser shall permit the Developer or Association when formed, for the maintenance and management of the affairs of the building and his/its servants or agents with or without workmen and others at all reasonable time to enter into and upon the said flat/unit or any part thereof to view and examine the state and conditions thereof and the Purchaser shall be liable to make good within reasonable time on receiving notice of all such defects and wants of repairs for which notice in writing shall be given by the Purchaser.
8. The Purchaser shall permit the owner or Syndicate (and if and when formed) and their surveyors and agents with or without workman and others by giving prior notice at all reasonable time to enter into and upon the said flat or any part thereof for the purpose of repairing any part of building and of the purpose or repairing, maintaining rebuilding, cleaning, lighting and keeping in order and good conditions all sewers drains, pipes, cables, water cover, gutters, structures or other

convenience belonging and testing drains and water pipes and electric wire and for similar or other purpose.

9. The Purchaser shall not use the said flat or any portion thereof in such manner, which may or is likely to cause nuisance or annoyance to the occupiers or of the other portions in the said building or to the owners or occupiers of the neighboring nor shall use the same for any immoral purposes.
10. That purchaser shall not carry on or permit to be carried on, upon the said flat 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.
11. The Purchaser shall not at any time demolish or cause to be demolished, damage or cause to be damaged the said flat nor will at any time make or cause to be made any additional alteration whatsoever nature to the said flat or any part thereof unless sanctioned by Berhampore Municipality.
12. The Purchaser shall neither close nor shall permit the closing of verandah or lounges or balconies nor shall make any alterations in elevation and outside colour scheme of the said flat.
13. After the Possession of the said flat taken by the Purchaser in any additions or alteration in or about or relating to the said building are there after required to be carried out by the Purchaser in co-operation with the occupier of the other flats in the said building at his own costs.
14. The Purchaser shall not decorate the exterior of the said flat otherwise than in the manner as may be agreed in writing with the Developer or Association when formed. However the purchaser shall always be at liberty to decorate the exterior of the said flat in the same manner in which the same was decorated at the time of possession delivered by the vendor to the Purchaser. That the Purchaser shall have every right to use the property for commercial purpose.
15. 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 flat or in any portion of the building/complex.
16. The Purchaser shall join the other flat owner to form Housing Society or Corporation, Association or Syndicate or Managing Committee for the management of the affairs of the said building and/or the complex and maintenance thereof and bear and pay the proportionate cost thereof.
17. The Purchaser shall not affix, paste or put any signboard or neon sign or hoarding at or upon the outer walls of the said flat or in or about the main entrance of the stairs or any other such place as may have previously been approved in writing by the Vendor/Developer and not to affix any letter box in any other place in the said building and/or complex except in the space provided by the Vendor/Developer.

18. The Purchaser shall not keep or store in or upon the said space or flat any inflammable, combustible, explosive, obnoxious, chemicals, firms or any offensive articles save and except those required for domestic purpose in adequate quantity.
19. The Purchaser shall incur and/or pay and/or deposit immediately on demand and/or at the time of taking physical possession of the said flat and/or the execution of their presents all proportions costs charges and expenses as may be incurred by the Owner in connection with the formation and/or registration of a Co-operative Housing society or a limited company or Association or Syndicate or Managing Committee the case may be. The aforesaid apportionment mentioned herein shall also be made by the owner and the same shall be final conclusive and binding on the purchaser.
20. The Purchaser shall consent and/or shall presume to have consented to the formation and/or complex and to the management of the affairs and thereby relieving the Owner there from.
21. The Purchaser shall keep and continue to keep deposit or a sum equivalent to three months common maintenance charges, cost of expenses and taxes with the Developer or Syndicate when formed without carrying any interest as a security against maintenance expenses on demand made by the Developer or Syndicate (when formed) by the 7th day of each and every current month.
22. The Purchaser have no ownership in the open roof on the top floor of the existing premises but only have the right to use the same.
23. The purchaser have to pay the electric charges for the existing lift and for current consumption of electricity for common passage with all other flat owners jointly and on the part of failure for making such payment by the purchaser then all the decision made by the committee of the said building shall be binding upon the purchaser.

THE ANNEXED PAGE CONTAINS THE COLOUR PHOTOGRAPHS AND FINGER PRINTS OF THE TEN FINGER ALL THE PARTIES WHICH WILL BE TREATED AS A PART OF THIS DEED.

IN WITNESS WHEREOF THE PARTIES hereto hereby put their signature and have executed and delivered these presents on the day, month and year first above written. Signed, sealed and delivered by parties at Berhampore in presence of:

WITNESSES

- 1.
- 2.

Signature of the **FIRST PART**
(OWNER)

Signature of the **SECOND PART**
(DEVELOPER)

Signature of the **THIRD PART**
(PURCHASER)

Seventh Schedule Memo of
Consideration

Received a sum of **Rs.**_____/- (**Rupees**
_____) only from the Purchaser through Bank as the
consideration price of the flats which is mentioned in the Second Schedule and
acknowledge the receipt of the payment on the day, month and year first above
written.

Signature of the **SECOND PART**
(DEVELOPER)