

DEED OF SALE

**THIS DEED OF SALE IS MADE
ON THIS DAY OF MAY 2020.**

(2)

BY

- 1) **SANGHAMITRA SADHU** (PAN – CUZPS0222B) (Aadhaar – 5876 7456 4680)
Daughter of Sri Priyaranjan Sadhu, by Nationality – Indian, Faith – Hindu, Occupation – Service, residing at B.G. Nanda Road, Sarba Mangala Para, P.O. – Burdwan Rajbari, P.S. & Dist. – Burdwan, PIN – 713104, W.B.
- 2) **KALPANA DUTTA**, (PAN – BANPD4224K) (Aadhaar – 6664 8499 5221) Wife of Sri Swapan kumar Dutta, by Nationality – Indian, Faith – Hindu, Occupation – Housewife, residing at Nalhati, P.O. & P.S. – Nalhati, Dist. – Birbhum, PIN – 731220, W.B..
- 3) **MANASI DUTTA**, (PAN – CGRPD2619B) (Aadhaar – 2097 5793 3369) Wife of Gobinda Gopal Dutta, by Nationality – Indian, Faith – Hindu, Occupation – House-wife, residing at Sainthia Station Road, P.O. & P.S. – Sainthia, Dist. – Birbhum, PIN – 731234, W.B..
- 4) **MADHURI HALDAR alias MADHURI (CHANDRA) HALDAR**, (PAN – ANHPPH9011L) (Aadhaar – 2162 9334 7343), Wife of Goutam Chandra Haldar, by Nationality – Indian, Faith – Hindu, Occupation – Service, residing at Village & P.O. – Chatra, P.S. - Murari, Dist. – Birbhum, PIN – 731238, W.B.

Hereinafter jointly called' the “**LANDOWNERS / OWNERS**” (which term or expression shall unless excluded by or repugnant be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and assigns) of the **FIRST PART**.

The "**LANDOWNERS/ OWNERS**" are **Represented by their constituted attorney** (Deed of Development Power of Attorney after Registration of Development Agreement being No. Book I, **7334 for the year 2016** of the Bolpur A.D.S.R. Office) “**SIDDHI CONSTRUCTION**”, a Partnership Firm having its registered office situated at Holding No. 118/42, Thana Road, P.O. - B. D. Sopan, P.S. – Khardah, Kolkata – 700116, represented by its partners - **i) SRI. TAPASH MUKHERJEE** (PAN NO. - AENPM4129F) (Aadhaar – 2167 6460 3115), son of Sri Amarnath Mukherjee, by faith Hindu, by Nationality - Indian, by occupation - Business, residing at 16/13, Thana Road, Bosepara P.O. - B. D. Sopan, P.S. - Khardah, Dist – North 24 Parganas, Pin – 700116 and **ii) SRI. SHYAM SUNDAR BISWAS** (PAN NO. - AAJPB6576H) (Aadhaar – 4674 2795 1012), Son of Late Nakul Chandra Biswas, By faith Hindu, by Nationality - Indian, by occupation - Business, residing at - 80/A, P.N. Mukherjee Road, Kulin Para, P.O. – B. D. Sopan, P.S. - Khardah, District – North 24 Parganas, Pin – 700116, W.B.,

(3)

AND

5. **“SIDDHI CONSTRUCTION”, (PAN NO. – ACSFS6599Q)** a Partnership Firm having its registered office situated at Holding No. 118/42, Thana Road, P.O. - B. D. Sopan, P.S. - Khardah, Kolkata- 700116, represented by its partners - **i) SRI. TAPASH MUKHERJEE** (PAN NO. - AENPM4129F) (Aadhaar – 2167 6460 3115), son of Sri Amarnath Mukherjee, by faith Hindu, by Nationality - Indian, by occupation - Business, residing at 16/13, Thana Road, Bosepara P.O. - B. D. Sopan, P.S. - Khardah, Dist – North 24 Parganas, Pin – 700116 and **ii) SRI. SHYAM SUNDAR BISWAS** (PAN NO. - AAJPB6576H) (Aadhaar – 4674 2795 1012), Son of Late Nakul Chandra Biswas, By faith Hindu, by Nationality - Indian, by occupation - Business, residing at - 80/A, P.N. Mukherjee Road, Kulin Para, P.O. – B. D. Sopan, P.S. - Khardah, District – North 24 Parganas, Pin – 700116, W.B., hereinafter called the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, legal representative, successors, administrators, and assigns) of the **SECOND PART.**

Parties of the First Part & Second Part hereinafter jointly and collectively called as the "VENDORS OR SELLERS"

IN FAVOUR OF

SRI BISWARUP SAHA, Son of Sri Manik Chandra Saha,

(PAN – DYYPS0327H), (Aadhaar – 7661 9380 1461),

By Nationality – Indian, Faith – Hindu, Occupation – Business, Resident of Bolpur Suripara, P.O. & P.S. - Bolpur, Dist. - Birbhum, Pin - 731204,

W.B. hereinafter called the **PURCHASER/S** (which term or expression shall unless, excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, successors, executors, administrators, legal. representatives and assigns) of the **THIRD PART OR OTHER PART.**

WHEREAS one Uma Sashi Dasi, wife of Nandalal Chandra, became the owner of a specific slice of land measuring 12 decimal in Mouza – Bandhgora, J.L. No.

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– 100, under P.S. – Bolpur, Dist. – Birbhum, by a registered deed of Gift being No. – 59 for the year 1926 of the Bolpur S.R. Office.

AND WHEREAS Umasashi Dasi died on 10/10/1939 and her husband Nandalal Chandra died on 10/09/1966 leaving behind their two sons Achintya Kumar Chandra and Abani Kumar Chandra as their only legal heirs under the Hindu Succession Act.

AND WHEREAS aforesaid Achintya Kumar Chandra died on 12/04/1995 leaving his wife Gangarani Chandra and two daughters Anupama Sadhu and Kalpana Dutta.

AND WHEREAS Abani Kumar Chandra died on 07/07/2015 and his wife Anjali Chandra died on 09/09/2011 leaving behind their two daughters Manasi Dutta and Madhuri Halder as their only legal heiresses under the Hindu Succession Act

AND WHEREAS Gangarani Chandra gifted her share in the above property to her daughter Anupama Sadhu by a registered deed of gift being No. – 7088 for the year 2014 of the Bolpur A.D.S.R. Office.

AND WHEREAS Anupama Sadhu in her turn gifted her share in the above property to her daughter Sanghamitra Sadhu by a registered deed of gift being No. – 7362 for the year 2014 of the Bolpur A.D.S.R. Office.

AND WHEREAS in L.R. Record, aforesaid 12 decimal land has been recorded under L.R. Plot No. – 1500, classification – Bastu, area 2 decimal more or less out of 06 decimal in the name of Gangarani Chandra, **Kalpana Dutta, Manasi Dutta and Madhuri Halder** in L.R. Khatian No. – 861/1, 11542, 12080, 12079 respectively and entire 10 decimal land of L.R. Plot No. – 1500, classification – Bastu, in the name of **Sanghamitra Sadhu, Kalpana Dutta, Manasi Dutta and Madhuri Halder** in L.R. Khatian No. – 11543, 11542, 12080, 12079 respectively

AND WHEREAS the above named **land owners** got their names mutated in the Bolpur Municipality in respect of their aforesaid land.

AND WHEREAS a Holding being no. – 63/247 of ward no. – 6 of the Bolpur Municipality have been opened in the above named **land owners**.

(5)

AND WHEREAS by virtue of inheritance and aforesaid deeds of gift **Sanghamitra Sadhu, Kalpana Dutta, Manasi Dutta and Madhuri Halder** the **land owners** hereto of the **first part** are the present and joint owners of the aforesaid plot of land measuring an area of more or less **02 decimal R.S. Plot No. – 1011 & L.R. Plot No. – 1500** Classification – “**Vastu**” appertaining to **L.R. Khatian No. – 861/1, 11542, 12080, 12079** and **10 decimal R.S. Plot No. – 904 & L.R. Plot No. – 1850** Classification – “**Vastu**” appertaining to **L.R. Khatian No. – 11543, 11542, 12080, 12079** totaling **12 (Twelve) decimal** more or less in Bandhgora Srinketan Road (North), Municipal Ward No. 6, Holding No. 63/247 in Mouza - Bandhgora, J.L No – 100, under Police Station Bolpur, in District of Birbhum, which is fully described in the **FIRST SCHEDULE** herein below and have been possessing the **FIRST SCHEDULE** mentioned land openly peaceably and uninterruptedly.

AND WHEREAS while enjoying **FIRST SCHEDULE** mentioned property, the **land owners** being desirous to construct a Multi Storied Building on their **FIRST SCHEDULE** mentioned property entered into an **Registered Development Agreement** with the above named **Developer “SIDDHI CONSTRUCTION”**, on 28/09/2016, registered at A.D.S.R. office at Bolpur and recorded in Book No. 1, Volume No. 0303-2016, Being No. – **7041** for the year **2016**, and accordingly the **land owners** herein appointed / nominated **the said Developer “SIDDHI CONSTRUCTION”** as their constituted attorney by executing a **Registered Development Power of Attorney** being no Book No. 1, Volume No. 0303-2016, Being No. – **7334** for the year **2016**, and empowered them to do all acts, deeds and things in the name and on behalf of the **land owners** herein in respect of their said property.

AND WHEREAS by dint of the aforesaid registered General Power of Attorney as well as by the strength of the aforesaid Development agreement, the **Developer** herein get sanctioned a multi-storied building plan **(Vide No. BM/BP/S/023, dated 20/02/2018 and Revised Sanctioned Building Plan Vide No. BM/BP/Revised-S/57, dated 02/05/2019)** from the Bolpur Municipality and the **Developer** has constructed one G+4 storied apartment building containing several residential flats, Shops, Car Parking Spaces/Garages and Units under name and style “**CHANDRALOK APARTMENT**” on the **FIRST SCHEDULE** mentioned property.

(6)

AND WHEREAS As per the terms of said Development agreement, the **Developer** is well seized and possessed of and/or otherwise well and sufficiently entitled to sale the flats/shops/garages **from Developer's allocation** lying and situated at the said property and accordingly gave publicity for sale of those residential flats, Shops, Car Parking Spaces/Garages and Units as an apartment on ownership basis.

AND WHEREAS the **PURCHASER/S** being desirous to purchase one **SHOP Being No '1'** on the **Ground floor** measuring about **Super Built-up Area of 913 Sq.Ft. (Covered Area 1095.60 Sq. Ft.)** on the said G+4 storied building namely "**CHANDRALOK APARTMENT**" as per the specification mentioned in the **SECOND SCHEDULE** below together with undivided proportionate variable share, right title and interest in the land directly underneath of the said building, more fully described in the **FIRST SCHEDULE** hereinabove and being a part thereof, with all facilities, amenities and benefits of all common services, common parts, common areas and facilities along with the right to use of the common entrance through Municipal Road for ingress and egress together with all easement & quasi-easement right and right to use all civil amenities and facilities, entered into an agreement for sale with the **Vendors & Developer** at a consideration of **Rs.- 30,00,000/- (Rupees thirty lakh) only** lying and situated at the plot of land mentioned in the **FIRST SCHEDULE** hereunder written. For the sake of brevity the **SHOP** to be conveyed herein after referred to as the "**SAID SHOP**" which is fully described in the **SECOND SCHEDULE** herein below and depicted in colour "**RED**" border in the Map annexed with this Deed of Sale.

AND WHEREAS according to the said agreement for sale executed by and between the Vendors & the purchaser/s herein, the **Developer** herein now ready to deliver the possession of the "**SAID SHOP**" simultaneously with the execution of this present.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of **Rs.- 30,00,000/- (Rupees thirty lakh) only** paid by the Purchaser/s to the **Developer** towards the total consideration price of the "**SAID SHOP**" **Being No '1'** on the **Ground floor** measuring about **Super Built-up Area of 913 Sq.Ft. (Covered Area 1095.60 Sq. Ft.)** on the said G+4 storied building namely "**CHANDRALOK APARTMENT**", situated at Holding No. 157/72, Debendraganj,

(7)

Municipal Ward No. 10(3), under Bolpur police Station, in the District of Birbhum within the jurisdiction of Additional District Sub Registrar Bolpur hereinafter referred to as the **"SAID SHOP"** (which amount the Constituted Attorney of Vendors as well as **Developer** do hereby admit and acknowledge to have received) on and from the payment of the same the Vendors do hereby forever release, discharge and acquit the **"SAID SHOP"** and the properties appurtenant thereto and the Vendors do hereby sell, grant, convey, transfer, assign and assure the **"SAID SHOP"** unto the Purchaser/s together with undivided proportionate share of the said land and right to use all common facilities, amenities and common areas of the said building and the properties appurtenant thereto morefully and particularly described in the **SECOND SCHEDULE** hereunder written AND the reversion or reversions, remainder or remainders and the rents, issues and profits of land in connection with the **"SAID SHOP"** AND ALL the Ownership right, title, interest, property claim and demand whatsoever of the Vendors unto or upon the **"SAID SHOP"** and all other Ownership right and properties and/or intended so to be and every part or parts thereof respectively together with their and every of their respective rights, liberties and appurtenances whatsoever to and unto the Purchaser/s absolutely and forever free from all encumbrances, trusts, liens and attachments whatsoever **AND TOGETHER WITH** the easement or quasi-easement and other stipulations and provisions in connection with the beneficial use and enjoyment of the **"SAID SHOP"** AND ALSO right to use the common portions in common with other Owners and or otherwise **TO HAVE AND TO HOLD** as undivided proportionate share or interest in the said total land and premises in the ratio of the proportionate share of said land hereby granted, conveyed, transferred assigned and assured and every part thereof unto the purchaser/s absolutely and forever.

THE VENDORS DO HEREBY COVENANT WITH THE PURCHASER/S AS FOLLOWS :-

- a) The interest which the Vendors do hereby profess to transfer subsists and that the Vendors have full, right, power and absolute authority to grant, convey, transfer, assign and assure the **"SAID SHOP"** unto the Purchaser/s with undivided proportionate share, of the said land and the properties appurtenant thereto in the manner aforesaid.

(8)

- b) It shall be lawful for the Purchaser/s from time to and at all times hereinafter to enter into and upon hold and enjoy the **"SAID SHOP"** as absolute Owner thereof and the properties appurtenant thereto and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the vendors or any person/persons claiming through under or in trust from the Vendors and the **"SAID SHOP"** free from all encumbrances, trust, liens and attachments.
- c) The Vendors shall from time to time and at all times hereinafter upon every reasonable request and at the cost of the Purchaser/s make do acknowledge, execute and perform all such further and/ or other lawful and reasonable act, deeds, matters and things whatsoever for further betterment or more perfectly assuring the **"SAID SHOP"** and the properties appurtenant thereto unto the Purchaser/s in the manner aforesaid.
- d) That the virtue of this Deed of Sale the purchaser/s became the absolute owners of the **"SAID SHOP"** (mentioned in **SECOND SCHEDULE** herein below) with the all right, title, interest, benefit thereto with absolute right to sell, lease, gift, mortgage or any other transfer of the **"SAID SHOP"** to any third party without any interference of the **land owners, Developer** or any flat or other owners of the said building as the purchaser/s herein think best fit and proper.

**IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES
HEREUNDER AS FOLLOWS :-**

- a) That the purchaser/s shall not be entitled to put any obstruction or cause any nuisance or annoyance in common areas and/or in front of main gate wherein the Purchaser/s has/have right to use the same as common facilities jointly with other Owners and/or occupiers.
- b) That the Purchaser/s shall pay all such 'proportionate taxes, charges, levies, other maintenance costs and all other expenses of common areas jointly with other Owners and/or occupiers.
- c) That the Purchaser/s is/are hereby agreed and undertake to join as member of Association/ Society of flat Owners of the said complex if and when formed by the flat Owners of the said building or complex and also from time to time sign and execute the applications, form and other papers for and in respect of, the formation of Association and to maintain the rules and bye-laws of the said Association.

(9)

- d) That so long the Association/ Society do not take up the management for the common user maintenance, common user electrification charges and all other maintenance of the building, the Flat Owners are jointly to manage the same.
- e) That by virtue of this Deed of Sale the Purchaser/s shall mutate his/her/their name/s in respect of the **“SAID SHOP”** (mentioned in **SECOND SCHEDULE** herein below) and to pay the taxes and other cost in the office of Local Municipality or any other authority.
- f) That the Purchaser/s shall not demolish the **“SAID SHOP”** or any part thereof but he can renovate or repair the **“SAID SHOP”** in inner side.
- g) That the purchaser/s herein shall not keep / store any; inflammable or combustible articles or chemicals or any offensive articles in the **“SAID SHOP”** and not to install or affix any name plate, boarder letter box at any place other than the place specified by the **Developer** or Owner's Association of the said building.
- h) That the Purchaser/s shall use the **“SAID SHOP”** for commercial purpose and in case the Purchaser/s shall at any time hereinafter transfer the **“SAID SHOP”**, the transferee from such Purchaser/s is/are bound to have the same right, title and interest as the Purchaser/s has/have herein.
- i) That the common areas and facilities shall remain undivided, the Purchaser/s or other flat Owners has no right to make any obstruction or partition thereon. Outside colour and elevation will always be same.
- j) That the Purchaser/s shall pay all such proportionate maintenance cost of common facilities including the taxes, charges and all other required amount to the Local Municipality and other Authority in respect of his/her/their **“SAID SHOP”** and the **Developer** is not responsible for the same.

(10)

THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)

District - Birbhum, P.S.- Bolpur, J.L. No. - 100,
Mouza - Bandhgora,

L.R. Khatian No. – 861/1, 11542, 12080, 12079

R.S. Plot No. – 1011, L.R. Plot No. – 1500,

Classification – Bastu, Area 02 decimal,

AND

L.R. Khatian No. – 11543, 11542, 12080, 12079

R.S. Plot No. – 904 & L.R. Plot No. – 1850,

Classification – Bastu, Area 12 decimal,

Total Area - 12 decimal

Together with one **Ground Plus Four (G+4)** storied apartment building named as “**CHANDRALOK APARTMENT**” standing on above mentioned land which contains several residential flats, shops and Garage and car parking space. Holding No – 63/247 Ward No. - 6 Bandhgora Srinketan Road (North) of Bolpur Municipality including all the easement right and other rights and all appurtenances within the local jurisdiction of Bolpur ADSR Office, Which is butted and bounded as follows –

ON THE NORTH	–	Others property.
ON THE SOUTH	–	65 ft wide Bolpur Sriniketan Road
ON THE EAST	–	House of Krishna Das and others.
ON THE WEST	–	Land of Jagannath Tewari and others.

(11)

THE SECOND SCHEDULE ABOVE REFERRED TO
(UNIT UNDER SALE)

ALL THAT self contained and independent **SHOP Being No '1' on the Ground floor, South-East Side** measuring about **Super Built-up Area of 913 Sq.Ft. (Covered Area 1095.60 Sq. Ft.)** in the aforesaid G+4 storied apartment building "**CHANDRALOK APARTMENT**" constructed and mentioned in **FIRST SCHEDULE** above together with undivided proportionate impart able share of the land underneath more fully described in the **FIRST SCHEDULE** hereinabove as also the undivided proportionate interest of the common area parts, facilities and all sorts of easement rights including all civic amenities and facilities available and right to use common areas and facilities of the said building as particularly described in the **THIRD SCHEDULE** hereunder written. The demise SHOP shown in colour **RED BORDER** in the map annexed herewith.

NEW SHOP, FLOOR TYPE – CEMENTED.

THE THIRD SCHEDULE ABOVE REFERRED TO:

Common Areas And Facilities

- 1) The land on which the building is located and all easements right and appurtenances belonging to the land and the building. The foundation, columns, beams, supports, outside walls, common partition wall etc.
- 2) Passages, entrance and exit, land space, ways and corridor of the building.
- 3) Electrical wiring, Meter Enclosure
- 4) Drains, Rain water pipe, common water pipe line, Soil pipe line, sewerage line, including pits and septic tank
- 5) Overhead water tank / reservoir, Septic chamber, soak pit if any
- 6) Water distribution system, water lifting pump with boring & pump space
- 7) Four side open space, all landing & lobbies.
- 8) Stair, stair case, stair landing,
- 9) All other common areas and facilities.

(12)

THE FOURTH SCHEDULE 'D' ABOVE REFERRED TO
Common expenses to be incurred by the purchaser/s
proportionately

1. The proportionate expenses of maintaining, repairing, replacing, re-decorating etc, of the main structure and in particular the outers and rain water pipes of the building water pipes, sewerage lines and electric wires in under or upon the building and enjoyed or used by the purchaser/s in common with the other occupiers of other unit and main entrance, passages of the building as enjoyed by the purchaser/s or used by their in common as aforesaid and the boundary walls of the building and compound etc.
2. The costs of cleaning and lighting the passages, other parts of the building enjoyed or used by the purchaser/s in common as aforesaid.
3. The costs of maintaining and decorating the exterior of the building.
4. The salaries of the sweepers, mistries/ workers and caretakers etc.
5. The costs of working and maintenance of other light and service charges.
6. The proportionate rates, taxes and outgoings in respect of the said unit.
7. The proportionate municipal taxes and common electricity charges etc.
8. Insurance of the building
9. General legal expenses
10. Such other necessary expenses for the maintenance and upkeep of the building as deemed necessary by the vendors and other owners

THE FIFTH SCHEDULE 'E' ABOVE REFERRED TO
Specification of Construction

Foundation:- Rain forced cement concrete foundation.

Structure:- R.C.C. frame structure.

Brick:- Made of 1st class brick.

Wall:- All outside wall 8" & 5" inches thickness and inside wall shall be 5" & 3" inches thickness. And all outside plaster of the building wall shall be made by CEMENT PLASTER only, inside wall of the shop will be finished with POP.

Floor:- Full floor shall be made by **Cemented**.

Door :- 2 Pieces of M S Rolling Shutter Gate.

Electrification:- All electrical work shall be concealed wearing with wear. Purchaser shall be paid extra charge for A.C. point & inverter point if required for his/her/their shop and purchaser shall be bound to pay the extra cost for the said A.C. point & inverter point and for wiring and other extra cost associated with it.

(13)

MODE OF PAYMENT OF ENTIRE CONSIDERATION MONEY

Sl	Date	Particulars	Amount (Rs.)
1.	17/04/2017	By Cash	1,00,000/-
2.	20/09/2018	State Bank of India, By Cheque No. - 948859	2,00,000/-
3.	24/09/2018	By RTGS	2,00,000/-
4.	09/08/2019	By RTGS	5,00,000/-
5.	18/11/2019	By RTGS	5,00,000/-
6.	27/11/2019	By RTGS	5,00,000/-
7.	30/01/2020	By Cash	2,00,000/-
8.	24/02/2020	By RTGS	2,00,000/-
9.	17/03/2020	By RTGS	3,00,000/-
10.			3,00,000/-
TOTAL			30,00,000/-

(14)

IN WITNESS WHEREOF the parties hereunto have set and subscribed their respective hands seals on the day, month and year first above written.

WITNESSES:-

LANDOWNERS

**SANGHAMITRA SADHU, KALPANA
DUTTA, MANASI DUTTA, MADHURI
HALDER** represented by their
constituted Attorney "Siddhi
Construction" represented by its
partners-

DEVELOPER

"SIDDHI CONSTRUCTION"
represented by its partners-

DRAFTED & PREPARED BY

SOUMITRA GHOSH

Advocate, Bolpur Court
Enrolment No. WB-155 of 2006

Computer typed by a

ARUP CHOWDHURY

Netaji Bazar, G.B.- 2,
Bolpur, Birbhum.

PURCHASER/S