

THIS INDENTURE is made on this Day of Two Thousand
and _____ (201)

BETWEEN

(1) SRI SANKAR KUMAR SADHU (Aadhaar No.**762843503715**) having PAN:**AJJPS2267D** son of Late Tarapada Sadhu , **(2) SMT. SIPRA SADHU** (Aadhaar No.**919501179501**) having PAN:**AJJPS2265B** wife of Sri Sankar Kumar Sadhu , **(3) SRI NEMAI KUMAR SADHU** (Aadhaar No.**901809156815**) having PAN:**AKOPS3232L** son of Sri Sankar Kumar Sadhu, all are residing at 71, Bara Nilpur Road, Bara Nilpur Aryapally, 12 Bardhaman Sadar , P.O.: Sripally, P.S. Burdwan, District : Burdwan, Pin – 713 103 , **(4) SMT. SWAPNA SADHU BANIK** (Aadhaar No.**682698799398**) having PAN:**ALGPS3586C** wife of Sri Biswajit Banik, residing at Kachari Road, P.O.: Katwa , P.S.: Katwa , District : Burdwan , **(5) SRI SHYAMAL KUMAR SADHU** (Aadhaar No. **397062565411**) having PAN: **AKDPS4438B** son of Late Tarapada Sadhu, residing at Parbirhata East, G.T. Road, P.O.: Sripally, P.S. Burdwan, District : Burdwan, Pin – 713 103, **(6) SRI JAGADISH KUMAR SADHU** (Aadhaar No.**998629828525**) having PAN: **AVEPS9241C** son of Late Tarapada Sadhu and **(7) SMT. SHARMILA SADHU** (Aadhaar No.**899488849256**) having PAN: **AJJPS2266C** wife of Sri Jagadish Kumar Sadhu , 6 & 7 are residing at Parbirhata East, G.T. Road, P.O.: Sripally, P.S. Burdwan, District : Burdwan, Pin – 713 103, represented by Constituted Attorney **Mr. Sandip Kumar Agarwal / Mr. Niraj Kedia** of Sankar Kr Sadhu, Sipra Sadhu , Nemai Kr Sadhu, Swapna Sadhu Banik , Shyamal Kr Sadhu, Jagdish Kr Sadhu and Sharmila Sadhu as per Deed registered before the Additional District Sub-Registrar at Burdwan and recorded in Book No. . I , C.D. Volume No: 26, Pages from 1737 to 1754, Being No: 06092 for the year 2012, hereinafter jointly referred to as the **OWNERS / PARTIES OF THE FIRST PART** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, executors, legal representatives, administrators and / or assigns) of the **FIRST PART**.

A N D

M/S. DEEWAKAR HEIGHTS PRIVATE LIMITED (CIN: U45400WB2012PTC172334), a Company incorporated under the Companies Act, 1956 and having its registered office presently at 'Annapurna Apartment', 3rd Floor, 68, Ballygunge Circular Road, P.S. Karaya, Kolkata – 700019, W.B. formerly at 33A, Rabindra Sarani, 1st Floor, P.S. Hare Street, Kolkata – 700 033, having PAN : **AAECD2385G** represented by one of its Directors, **Mr. Niraj Kedia** (Aadhaar No. 396178932851) vide Board Resolution dated _____ having PAN : **AFTPK1907Q**, son of Sri Ram Autar Kedia, residing at Shantikunj, 138A, Karaya Road, P.S. Beniapukur, Kolkata – 700017, hereinafter referred to as the **PROMOTER / PARTY OF THE SECOND PART** (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **SECOND PART**.

A N D

(1) SHRI/SMT. (Aadhaar No.) having PAN : son/wife of Shri and **(2) SHRI/SMT.** (Aadhaar No.) having PAN :, son/wife of Shri both residing at, West Bengal, hereinafter referred to as the **ALLOTTEE(S) / PARTIES OF THE THIRD PART** (which terms or expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, executors, administrators, legal representatives, nominee or nominees, successor or successors and/or assigns) of the **THIRD PART**.

WHEREAS :

A) One Krishna Chandra Das was the absolute owner in respect of a piece and parcel of Sali land measuring about 1 Acre and 18 Satak situated within Mouza:

Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460.

- B) While seized and possessed of the said property along with the other properties, said Krishna Chandra Das, by virtue of a registered Deed of Conveyance dated **06.04.1954** sold, conveyed and transferred the said properties to one Rajani Kanta Ghosh on valuable consideration and the said Deed was registered before the District Sub-Registry office at Burdwan being Deed No. 1528 for the year 1954.
- C) While seized and possessed of the said property, said Rajani Kanta Ghosh died intestate on **7th May, 1979**, leaving behind him his widow, namely Smt. Pushpa Rani Ghosh, two sons namely Sri Mohan Lal Ghosh and Sri Satyanarayan Ghosh and four daughters, namely Bharati Mondal, Sabita Ghosh, Tapati Ghosh and Alpana Ghosh.
- D) The aforesaid legal heirs of said Rajani Kanta Ghosh having found it difficult for joint use and enjoyment of the same, they, by virtue of registered Deed of Partition dated **09.07.1984**, which was registered before the District Sub-Registry office at Burdwan in Book No: I , Volume No: 92 Pages from 13 to 22 Being Deed No. 4938 for the year 1984 duly partitioned the aforesaid property amongst themselves and as per the said Deed of Partition, one daughter of said Rajani Kanta Ghosh, namely Bharati Mondal being not interested in the aforesaid properties, left by her father, she released and / or relinquished her right in the aforesaid property in favour of other co-sharers by joining the said Deed of Partition.
- E) As per the said Deed of Partition, said Sabita Ghosh, Tapati Ghosh and Alpana Ghosh acquired $1/3^{\text{rd}}$ share of the said entire property measuring 1 Acre and 18 Satak equivalent to 39 Satak more or less of Sali land situated within Mouza:

Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460.

- F) By virtue of a registered Deed of Conveyance dated **14.12.1987**, said Sabita Ghosh, Tapati Ghosh and Alpana Ghosh sold, conveyed and transferred their share in the aforesaid property equivalent to 39 Satak more or less of Sali land situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460 in favour of Santosh Kumar Dey on valuable consideration and the said Deed was registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 168, Pages 16 to 22, Being No. 8044 for the year 1987.
- G) By virtue of said registered Deed of Conveyance, said Santosh Kumar Dey became the absolute owner in respect of the said piece and parcel of Sali land measuring about 39 Satak.
- H) By virtue of a registered Deed of Exchange dated **23.12.1991**, said Santosh Kumar Dey exchanged the aforesaid property with the property of Bimal Kumar Banik and Sabitri Banik and the said Deed was registered before the A.D.S.R. Burdwan in Book No: I, Volume No: 117, Pages from 71 to 78 Being No. 6410 for the year 1991 and thus by virtue of the said deed of exchange said Bimal Kumar Banik and Sabitri Banik became the owners of the said property.
- I) After acquiring the aforesaid piece and parcel of Sali land measuring about 39 Satak situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460, said Bimal Kumar Banik and Sabitri Banik sold, conveyed and transferred a piece and parcel of Sali land measuring about 2 Cottahs in favour of Tapati Banik on valuable consideration and the said Deed was

registered on **18.07.1992** before the A.D.S.R, Burdwan in Book No: I , Volume No: 78 , Pages from 275 to 279 Being No. 4498 for the year 1992.

- J) Said Bimal Kumar Banik, Sabitri Banik and Tapati Banik by virtue of a registered Deed of Exchange dated **21.02.2003** duly exchanged an area of 6862 sq. ft. equivalent to 9 Cottahs 8 Chittaks and 22 sq. ft. out of said 39 Satak of Sali land situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460 with the property of one Shyamal Kumar Sadhu situated in Mouza: Nandur and the said Deed of Exchange was registered before the A.D.S.R., Burdwan in Book No. I , Volume No. 5, Pages from 83 to 97, Being No. 129 for the year 2005.
- K) By virtue of said Deed of Exchange, said Shyamal Kumar Sadhu became the absolute owner in respect of the said piece and parcel of Sali land measuring about 6862 sq.ft. equivalent to 9 Cottahs, 8 Chittaks and 22 sq.ft. out of said 39 Satak.
- L) Said Bimal Kumar Banik , Sabitri Banik and Tapati Banik by virtue of a registered Deed of Exchange dated **26.07.2004** duly exchanged a piece and parcel of Sali land measuring about 8681 sq.ft. equivalent to 12 Cottahs and 41 Sq.ft. out of their remaining area 23 Satak of Sali land with the property of Jagadish Kumar Sadhu situated within Mouza: Nandur and the said Deed was registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 118, Pages from 132 to 141, Being No. 2976 for the year 2006.
- M) By virtue of said Deed of Exchange, said Jagadish Kumar Sadhu became the absolute owner in respect of a piece and parcel of Sali land measuring about 8681

sq.ft. equivalent to 12 Cottahs and 41 Sq.ft. situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460.

- N) Said Bimal Kumar Banik, Sabitri Banik and Tapati Banik also by a registered Deed of Conveyance dated **26.07.2004** sold, conveyed and transferred a piece and parcel of Sali land measuring about 1445 sq.ft. equivalent to 3 Satak together with the right over the passage to one Swapna Sadhu Banik on valuable consideration and the said Deed was registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 60, Pages from 199 to 209, Being No. 1493 for the year 2006.
- O) Sabita Ghosh, Tapati Ghosh and Alpana Ghosh also by another registered Deed of Conveyance dated **14.12.1987** registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 168, Pages from 8 to 15, Being Deed No. 8043 for the year 1987 sold, conveyed and transferred their 1/3rd share out of the aforesaid property equivalent to 39 Satak more or less situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460 to one Archana Sarkar wife of Sri Suman Sarkar.
- P) Said Archana Sarkar, while seized and possessed of the said piece and parcel of Sali land measuring about 39 Satak, She by virtue of a registered Deed of Exchange dated **23.12.1991** duly exchanged the aforesaid property to one Nemai Chand Banik and Ranjita Banik, which was duly registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 117, Pages from 79 to 86, Being No. 6411 for the year 1991 and thus by virtue of the said deed of exchange said Nemai Chand Banik and Ranjita Banik became the owners of the said property.
- Q) After acquiring the said ownership in respect of the said piece and parcel of Sali land measuring about 39 Satak situated within Mouza: Kanainutshal, J.L. No. 76,

R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460, said Nemai Chand Banik and Ranjita Banik sold, conveyed and transferred a piece and parcel of Sali land measuring about 2 Cottahs out of said 39 Satak to their daughter Poppy Banik.

- R) After the demise of said Nemai Chand Banik and Ranjita Banik their two sons and five daughters, namely Bimal Kumar Banik and Tapan Kumar Banik, Poppy Banik, Rina Bhowmik, Tapati Banik, Rita Sadhu and Sandhya Dutta became the absolute owners in respect of piece and parcel of Sali land measuring about 39 Satak situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460.
- S) The aforesaid legal heirs of said Nemai Chand Banik and Ranjita Banik, by virtue of Deed of Exchange dated **21.02.2003** duly exchanged a demarcated Sali land measuring about 7672 sq. ft. equivalent to 10 Cottahs, 10 Chittaks and 22 Sq.ft. with the property of one Nemai Kumar Sadhu, which is situated in Mouza: Balidanga and the said Deed was registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 05, Pages from 99 to 106 , Being No. 131 for the year 2005.
- T) By virtue of said Deed of Exchange, said Nemai Kumar Sadhu became the absolute owner in respect of the piece and parcel of Sali land measuring about 7672 sq.ft. equivalent to 10 Cottahs, 10 Chittaks and 22 Sq.ft. situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460.
- U) After said transfer of 7672 sq.ft. equivalent to 10 Cottahs, 10 Chittacks and 22 sq.ft. Sali land to said Nemai Kumar Sadhu by said Deed of Exchange said Bimal

Kumar Banik, Tapan Kumar Banik, Poppy Banik, Rina Bhowmik, Tapati Banik, Rita Sadhu and Sandhya Dutta, however, continued to be remain the owner in respect of the remaining area measuring about 9316 Sq.ft. equivalent to 12 Cottahs, 15 Chittaks and 8 Sq.ft. together with the right over the passage situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460.

- V) Said Bimal Kumar Banik, Tapan Kumar Banik, Poppy Banik, Rina Bhowmik, Tapati Banik, Rita Sadhu and Sandhya Dutta, by virtue of another registered Deed of Conveyance dated **26.07.2004** sold, conveyed and transferred the said piece and parcel of Sali land measuring about 9316 Sq.ft. equivalent to 12 Cottahs, 15 Chittaks and 8 Sq.ft. together with the right over the passage situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460 to Nemai Kumar Sadhu and Sipra Sadhu on valuable consideration and the said Deed was registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 60, Pages from 178 to 187, Being No. 1491 for the year 2006.
- W) Sabita Ghosh, Tapati Ghosh and Alpana Ghosh by virtue of another registered Deed of Conveyance dated **14.12.1987** sold, conveyed and transferred their 1/3rd share measuring about 40 Satak more or less out of the aforesaid property measuring about 1 Acre and 18 Satak to one Indira Banerjee on valuable consideration the said deed was registered before the Additional District Sub-Registrar at Burdwan in Book No. I, Volume No. 168, Pages from 1 to 7, Being No. 8042 for the year 1987
- X) While seized and possessed of said piece and parcel of Sali land measuring about 40 Satak situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460 of said Indira Banerjee by virtue of a

registered Deed of Exchange dated **23.12.1991** duly exchanged her aforesaid property being a piece and parcel of Sali land measuring about 40 Satak with the property of one Tapan Kumar Banik and Sonali Banik.

- Y) By virtue of said Deed of Exchange, said Tapan Kumar Banik and Sonali Banik became the absolute owner in respect of the said piece and parcel of Sali land measuring about 40 Satak situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460.
- Z) While seized and possessed of the same, said Tapan Kumar Banik and Sonali Banik, by virtue of a registered Deed of Conveyance executed in the year 1992 sold, conveyed and transferred a piece and parcel of Sali land measuring about 2 Cottahs out of said 40 Satak more or less of Sali land to one Rina Bhowmik.
- AA) Said Rina Bhowmik thus became one of the co-sharer in respect of the said property.
- BB) Said Tapan Kumar Banik, Sonali Banik and Rina Bhowmik by virtue of a registered deed of conveyance dated **21.02.2003** sold, conveyed and transferred all that the piece and parcel of Sali Land measuring about 7267 sq.ft. equivalent to 10 Cottahs 1 Chittak and 22 sq.ft. situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460 to one Sankar Kumar Sadhu on valuable consideration and the said deed was duly registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 5, Pages from 93 to 98, Being No. 130 for the year 2005.
- CC) By virtue of said registered deed of conveyance, said Sankar Kumar Sadhu became the absolute owner in respect of Sali Land measuring about 7267 sq.ft. equivalent to 10 Cottahs 1 Chittak and 22 sq.ft. situated within Mouza:

Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460

- DD) Said Tapan Kumar Banik and Sonali Banik jointly with said Rina Bhowmik, by virtue of a registered Deed of Exchange dated **26.07.2004** duly exchanged a piece and parcel of Sali land measuring about 10157 Sq.ft. equivalent to 14 Cottahs, 1 Chittak and 32 Sq.ft. situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, Dag / Plot No. 460 with the property of one Sharmila Sadhu, which is situated in Mouza: Nandur and the said Deed was registered before the A.D.S.R., Burdwan in Book No. I, Volume No. 103, Pages from 45 to 56, Being No. 2560 for the year 2006.
- EE) Thus by virtue of said Deed of Exchange, said Sharmila Sadhu became the absolute owner in respect of the piece and parcel of Sali land measuring about 10157 sq.ft. equivalent to 14 Cottahs, 1 Chittak and 32 sq.ft. situated within Mouza: Kanainutshal, J.L. No. 76, R.S. Khatian No. 43, L.R. Khatian No. 264, L.R. Dag / Plot No. 460.
- FF) The Parties of the First Part, by virtue of several Deed of Exchanges and also by several Deed of Conveyances, the particulars of which are given below, became the joint Owners in respect of **All That** the piece and parcel of Sali land measuring about 71 Cottahs, 6 Chittaks and 11 Sq.ft. equivalent to 51400 sq.ft. be the same a little more or less lying, situate and comprised in Dag / Plot No. 460 within L.R. Khatian No. 1968 , 1969 , 1970 , 2139, 2150, 2286 and 2287 within Mouza: Kanainutshal, J.L. No. 76, P.S. Burdwan, District Burdwan (more fully described in the First Schedule hereunder written) hereinafter referred to as the “said property”).

Particulars :

Date	Nature of Deed	Name of the Purchaser	Book No.	Vol. No.	Pages	Being No.	Area	%	Year
21.02.03	Sale Deed	Sankar Kr. Sadhu	I	05	93 to 98	130	7267 sq.ft.	14	2005
26.07.04	Sale Deed	Nemai Kr. Sadhu & Sipra Sadhu	I	60	178 to 187	1491	9316 sq.ft.	18 (9+9)	2006
26.07.04	Sale Deed	Swapna Sadhu Banik	I	60	199 to 209	1493	1445 sq.ft.	3	2006
21.02.03	Deed of Exchange	Shyamal Kr. Sadhu	I	205	83 to 92	129	6862 sq.ft.	13	2005
21.02.03	Deed of Exchange	Nemai Kr. Sadhu	I	05	99 to 106	131	7672 sq.ft.	15	2005
26.07.04	Deed of Exchange	Sharmila Sadhu	I	103	45 to 56	2560	10157 sq.ft.	20	2006
26.07.04	Deed of Exchange	Jagadish Kr. Sadhu	I	118	132 to 141	2976	8681 sq.ft.	17	2006
							51,400	100	

- GG) The present Owners thus as joint Owners in respect of the above mentioned scheduled property are seized and possessed of the same and mutated their names in the records of L.R. Settlement which are finally framed and published and are entitled to deal with the same.
- HH) The present Owners / Parties of the First Part being interested to develop the aforesaid property entered into a registered Development Agreement on **3rd August, 2012** with the aforesaid Promoter / Party of the Second Part on the terms and conditions as contained therein and the said Agreement was duly registered before the Additional District-Sub Registrar at Burdwan and recorded in Book No. I, C.D. Volume No. 26, Pages from 1690 to 1736, Being No. 06091 for the year 2012.
- II) Subsequent to such registered Development Agreement and during the continuation of progress of development of the aforesaid property, both the Owners and the Promoter / Developer by a Deed of Declaration dated **24th July, 2018** rectified some clauses of the said Development Agreement whereby the Manager's allocation in the proposed building, as provided in the said Development Agreement, was deleted and the said Deed of Declaration was duly registered before the Additional District Sub-Registrar at Burdwan and recorded in Book No. IV, Volume No. 0203-2018, Pages 5985 to 6005 being No. 020300351 for the year 2018.
- JJ) As per the said registered Development Agreement, it has been agreed between the Owners and the Promoter / Developer that the Promoter / Developer having taken the entire responsibilities for construction of the proposed building after obtaining the conversion certificate from 'Sali' to 'Bastu'(Housing Complex) from the Concerned authorities of Burdwan, West Bengal Fire and Emergency Services clearance, N.O.C. for Construction of proposed building from Burdwan

Development Authority and Sanction Plan for construction of the proposed building from Bainkanthapur II , Gram Panchayat.

- KK) It is also agreed between the Parties of the First Part and Party of the Second Part that the Party of the Second part shall be fully authorize to negotiate and sale the respective Apartments, Car Parking and Commercial spaces in Block: I, II and III and Commercial space situated at Ground and First Floor in Block: I to the prospective Allottees and to realize the sales proceed thereof and for which they will maintain the separate books of accounts.
- LL) As per the said Registered Development Agreement 3rd August, 2012 & Supplementary Agreement dated 1st February, 2013, it has been agreed between the Owners and the Promoter / Developer that the Promoter / Developer will be entitled to sell the respective Apartments in Block: I, II and III and commercial spaces situated at Ground Floor and First Floor in Block: I including car Parking spaces and two wheeler space in the proposed buildings and instead of allocating the respective demarcated area, the entire Sale proceeds to be realized there from shall be shared between them after deducting 2% towards the brokerage and 2% towards the advertisement and publicity expenses, the remaining sale proceeds thereof will be shared between the Owners and the Promoter / Developer in the ratio 30 : 70 of the sale proceeds and 30% amount shall be paid to the Owners periodically.
- MM) Pursuance to the said Development Agreement, the aforesaid Promoter / Developer for and on behalf of the Owners have duly made the conversion of the aforesaid land from “SALI” to “**HOUSING COMPLEX**” in the record of the **BL& LRO** and also applied and obtained the sanction plan of 3 (Three) buildings being Block – I, Block – II and Block - III out of which Block – I consist of **Ground + XI** storied Multistoried Building, Block – II consist of **Ground + XI** storied Multistoried Building and Block – III consist of **Ground + IV** storied

building on behalf of the Owners after obtaining N.O.C. for Construction of proposed building from Burdwan Development Authority.

NN) Accordingly, a tripartite Agreement was entered into by and between the parties whereby it was agreed that the Allottee(s) / Purchaser(s) will acquire one self contained apartment being **Apartment No. '....'** on **Block** containing a Carpet area of sq. ft. equivalent to sq.ft. Built up area and sq.ft. Super Built-Up Area be the same a little more or less situated on the **Floor**, consisting of Two Bed rooms, One dining-cum-drawing, Two bath cum privies, One kitchen exclusive balcony area of ... sq.ft. be the same a little more or less, exclusive terrace area of Sq.ft. be the same a little more or less together with one Open / Covered/ Frog lifting/Mechanical **car parking** space no. ___ on Ground floor together with undivided impartible variable proportionate share in the land corresponding thereto together with all other common facilities and / or amenities attached to the said property situated in R.S. / L.R. Dag / Plot No. 460 under L.R. Khatian No. 1968, 1969, 1970, 2139, 2150, 2286 and 2287 within Mouza: Kanainutshal, J.L. No. 76 also known as Ghordour Chatti , G.T.Road , P.O.: Sripally , P.S. Burdwan, District Burdwan , Pin Code : 713 103, West Bengal along with proportionate right of common facilities, utilities, benefits and other appurtenance which is to be used as common between all the co-owner of the said property at or for a Total Price of **Rs.**/- (Rupees only) plus Goods and Service Tax (GST) as applicable and on the terms and conditions as contained in the said registered Agreement for Sale dated

OO) The aforesaid project have been duly approved by the Appropriate Authority appointed under the HIRA Act being No.

- PP) Pursuant to the said registered Agreement and on compliance of the terms and conditions as contained therein the present Allottee(s) paid the Total Price to the Promoter from time to time which they have duly acknowledged the same.
- QQ) The Promoter has duly applied and obtained the Completion Certificate from Baikanthapur II Gram Panchayat on completion of the building.
- RR) The Allottee(s) / Purchaser(s) having paid the Total Price in terms of the said registered Agreement, it has been agreed between the parties that the appropriate Sale Deed and/or Indenture will be executed in favour of the present Allottee(s)/Purchaser(s).
- SS) Pursuant to such arrangement, the parties hereto have entered into a registered Agreement for Sale datedfor selling the aforesaid apartment and Open / Covered / Frog Lifting / Mechanical car parking space together with proportionate variable share of land in respect of the aforesaid property along with proportionate right of common facilities, utilities, benefits and other appurtenance which is to be used as common between all the co-owner of the said property.
- TT) Pursuant to the said Agreement and on payment of Total Price and the building having been completed this Sale Deed is being executed in favour of the Allottee(s)/Purchaser(s).

NOW THIS INDENTURE WITNESSETH that pursuance to the said Registered Agreement dated and in consideration of payment of Total Price of a sum of **Rs...../-** (Rupees) as stipulated in the said registered Agreement paid by the Allottee(s) / Purchaser(s) to the Promoter which both the Owners and the Promoter doth hereby acknowledge to have received and / or every part thereof as per their

proportionate ratio, both the Owners and the Promoter doth hereby grant, sale, convey, transfer, assign, assure, release and discharge unto and to the use of the said Allottee(s) / Purchaser(s) free from all encumbrances, charges, liens, whatsoever, **ALL THAT one Apartment No. ‘....’ on Block** containing a Carpet area ofsq. ft. equivalent to sq.ft. Built up area and sq.ft. Super Built up area be the same a little more or less situated on the **Floor**, consisting of Two Bed rooms, One dining-cum-drawing, Two bath cum privies, One kitchen exclusive balcony area of ... sq.ft. be the same a little more or less, exclusive terrace area of Sq.ft. be the same a little more or less together with one Open / Covered / Frog lifting / Mechanical **car parking** space no. ___ on the Ground floor together with undivided impartible variable proportionate share in the land corresponding thereto together with all other common facilities and / or amenities attached to the said property situated in R.S. / L.R. Dag / Plot No. 460 under L.R. Khatian No. 1968, 1969, 1970, 2139, 2150, 2286 and 2287 within Mouza: Kanainutshal, J.L. No. 76, also known as Ghordour Chatti , G.T. Road , P.O.: Sripally , P.S. Burdwan, District Burdwan , Pin Code : 713 103, West Bengal **TOGETHER WITH** proportionate variable share of land corresponding thereto along with the proportionate right of common facilities, utilities, benefits and other appurtenances which is to be used as common between all the co-Allottee(s) / Co-Purchasers of the said building (more fully described in the Second Schedule hereunder written) hereinafter referred to as the “**said Apartment and Car Parking Space**”, free from all encumbrances, charges, liens, attachments, whatsoever, **TOGETHER WITH** proportionate share of right of common utilities, benefits and other appurtenances, which is to be used as common between all the co-owners of the said building situated in R.S. / L.R. Dag / Plot No. 460 under L.R. Khatian No. 1968, 1969, 1970, 2139, 2150, 2286 and 2287 within Mouza: Kanainutshal, J.L. No. 76, also known as Ghordour Chatti , G.T. Road , P.O.: Sripally , P.S. Burdwan, District Burdwan , Pin Code : 713 103, West Bengal which includes other common facilities and/or amenities situated thereon (more fully described in the **Third Schedule** hereunder written) hereinafter referred to as the "common facilities" and the said Promoter being the Party of the Second Part herein,

confirm the same unto and in favour of the Allottee(s) / Purchaser(s), their legal heirs, representatives, successors, administrators, executors and assigns and each one of them **TOGETHER WITH** proportionate variable share of land corresponding thereto on which the said Promoter have already constructed the said building as per the sanctioned plan duly sanctioned by the **Baikanthapur II Gram Panchayat** dated.....including the floor and ceiling of the said Apartment but not the floor of the above and the internal and external walls and internal partition walls and outer walls, walls in common with the adjacent floor of the said Apartment up to the same level situated and being premises situated in R.S. / L.R. Dag / Plot No. 460 under L.R. Khatian No. 1968, 1969, 1970, 2139, 2150, 2286 and 2287 within Mouza: Kanainutshal, J.L. No. 76, also known as Ghordour Chatti , G.T. Road , P.O.: Sripally, P.S. Burdwan, District Burdwan , Pin Code : 713 103, West Bengal (more fully described in the First Schedule hereunder written) proportionate to and / or corresponding to the said floor space of the said Apartment / unit on which the said Promoter have already constructed the building **TOGETHER WITH** the common right over the ground floor space as well as the easement and / or facilities including right over the common areas situated at the said building **TOGETHER WITH** all rights benefits in respect of common parts / portions common amenities and common conveniences relating thereto more fully and particularly described in the **Fourth Schedule** hereunder written for the beneficial use and enjoyment of the same **TOGETHER WITH** all easements, quasi easements, rights, privileges and the reciprocal easements, more particularly described in the **Third Schedule** hereunder written and also in further consideration of the Allottee(s) / Purchaser(s)' agreeing to comply with all the terms and conditions and stipulations of the said agreement **TOGETHER WITH** the perpetual and irrevocable rights to use the common passage paths, driveways and other common portions of the said building along with the other co-Allottee(s) / Co-Purchasers of other apartment **OR HOWSOEVER OTHERWISE** the said Apartment / unit or any part thereof now are or is or at any time heretofore were or was situated, tenanted, butted, bounded, reputed, called, known, numbered, described or distinguished **TOGETHER WITH** all and singular the walls,

yards, ways compounds paths passages water, water courses sewers, ditches drains profits privileges advantages rights and appendages and appurtenances whatsoever to the said Apartment / unit belonging to or anywise appertaining thereto or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed or reputed therewith or known as part and parcel member thereof or be appertaining thereto **AND ALSO** the reversion or reversions, remainder or remainders and rent, issues and profits thereof and every part thereof **TOGETHER WITH** all deeds documents writings vouchers and other evidence in title relating to the said Apartment / unit or any part thereof and all estate right , title and interest use inheritance property possession benefits claim and demand, whatsoever, both at law and in equity of the Owners into or upon the said Apartment / unit and any part thereof **TO HAVE AND TO HOLD** the said Apartment / unit and car parking space and the proportionate impartible variable undivided share in the said land as fully described in the Second Schedule hereunder written and all the singular the said Apartment / unit hereby sold, conveyed, transferred, assigned, assured, expressed or intended so to be **TOGETHER WITH** the appurtenance and rights as aforesaid unto the Allottee(s) / Purchaser(s), their other rights numbers and appurtenance unto and to the use and benefit of the Allottee(s) / Purchaser(s) free from all encumbrances, charges, liens, claims and demands, whatsoever, absolutely and forever but subject to the obligation and stipulations as contained in the said agreement for purchasing the said Apartment / unit and car parking space **AND SUBJECT NEVERTHELESS** to the payment by the Allottee(s) / Purchaser(s) of their proportionate share of all taxes other out goings easements rates and dues now chargeable upon the same or which may hereafter became payable in respect thereof to the Government, Panchayat , BL & LRO, Statutory Body or Bodies **AND** the Owners and the Promoter doth hereby covenant with the Allottee(s) / Purchaser(s) that **NOTWITHSTANDING** any act, deed, matter and thing done whatsoever by them the Owners or any person lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed or omitted or knowingly suffered to the contrary both the Owners and the Promoter now is lawfully and absolutely seized and possessed of or

otherwise well and sufficiently entitled to the said Apartment / Unit hereby sold, conveyed, transferred, assigned and assured and expressed so to be and every part thereof for a perfect and indefeasible estate or inheritance thereof without any manner or condition use, trust or other thing, whatsoever, to alter, defeat, encumber or make void the same **AND THAT NOTWITHSTANDING** any such act, deed, matter or thing, whatsoever, as aforesaid, both the Owners and the Promoter now have in themselves good right full power and lawful and absolute authority to sell, convey, transfer, assign and assure the said Apartment / unit and car parking space hereby sold, conveyed, transferred, assigned and assured and expressed so to be unto and to the use of the Allottee(s) / Purchaser(s) with all other co-allottee(s) absolutely in the manner aforesaid free from all encumbrances and liabilities, whatsoever, and the proportionate impartible undivided variable share in the land corresponding to the said Apartment / unit and car parking space hereby conveyed and assured and intended so to be unto to the use of the Allottee(s) / Purchaser(s) **AND THAT** it shall be lawful for the Allottee(s) / Purchaser(s) from time to time at all times hereafter peaceably and quietly possess to enter upon and enjoy the said Apartment / Unit and car parking space as described in the Second Schedule hereunder written to and for their own use and benefit and receive the rents and issues and profits thereof without any suit for lawful eviction, interruption, claim and demand whatsoever from or by the Owners and the Promoter or by any person or persons lawfully and equitably claiming under or in trust for them. **AND THAT** free and clear and freely and clearly absolutely acquitted exonerated and discharged from or by the Owners and the Promoter or their predecessors-in-interest and well and sufficiently saved defended and kept harmless and indemnified or from and against all and all manners of former or other estates, rights, title, interest, claims, charges and encumbrances, whatsoever, created made executed done occasioned or suffered by them or any of their predecessors-in-title or any person or persons lawfully equitably or rightfully claiming by from or in trust for them **AND FURTHER** the Promoter and all persons having lawfully or equitably claiming any estate or interest whatsoever from, under or in trust for either or both of them shall and will from time to time and at all times hereafter at the request and

cost of the Allottee(s) / Purchaser(s) make, do, acknowledge and execute or acknowledge and cause and procure to be made, done, executed all such further and other lawful and reasonable acts, deeds, things and assurances for further assuring the said Apartment / unit to the Allottee(s) / Purchaser(s) as may be reasonably required for better and perfectly assuring the said Apartment / unit and car parking space being as fully described in the Second Schedule written and every part thereof unto and to the Allottee(s) / Purchaser(s) in the manner as aforesaid **AND THAT** the Allottee(s) / Purchaser(s)' undivided proportionate variable interest in the soil as fully described in the First Schedule hereunder written shall remain joint for all times with Owners and / or other co-owners who may hereafter or hereto before acquire have acquired right, title and interest in respect of the said land and in any Apartment / Unit in the said building it is being hereby declared that such interest in the said land is impartible **AND THAT** the Allottee(s) / Purchaser(s) shall not have any claim or right of any nature in other floor spaces Apartment / Unit space and areas in the said building **AND THAT** the Allottee(s) / Purchaser(s) shall maintain at their own cost the said Apartment / unit in the same good condition and state under which the same is delivered to them and shall abide by all laws, bye laws, rules regulations of both the Government Statutory Bodies and shall attend ensure and be responsible for all deviation, violation and breach of any of the conditions or laws or rules and regulations herein contained **AND THAT** the Allottee(s) / Purchaser(s) shall not do or cause to be done any act deed or thing whereby any of the drain, sewerage, pipeline, may be affected nor shall be entitled to in any way obstruct or cause to be obstructed the common passage, landing, staircase nor store therein any rubbish or other materials goods or furniture nor shall cause to be done or committed to be done any act deed or thing whereby the use and enjoyment of the common parts and common amenities and common convenience of the said building put in any way prejudicially affected or vitiated **AND THAT** the Allottee(s) / Purchaser(s) agree and undertake not to create any obstruction or raise any objection for allocating by the Owners and / or the Promoter the Open / covered / Frog Lifting / Mechanical car parking spaces to the Apartment / Unit owners of the building on the ground floor **AND THAT**

the Owners and the Promoter / Developer or their legal heirs and / or representatives and/or successors in office shall all times herein indemnify or keep indemnified the Allottee(s) / Purchaser(s) or their heirs, executors, administrator, legal representative and / or assigns if any defect in the title of the Owners or any breach of the covenant herein contained **AND FURTHER** they reserve their right to sell their allocated Open / covered / Frog Lifting / Mechanical car parking spaces to any of the other Apartment owners **AND FURTHER** the Allottee(s) / Purchaser(s) agreed not to claim any right over the roof of the lift machine room, which exclusively belong to the Promoter **AND THAT** the Owners / Promoter, however, shall have the right to make further construction on the roof of the building subject to obtaining the sanctioned plan and / or regularization of the same from the Baikanthapur II Gram Panchayat and in such case the Allottee(s) / Purchaser(s) shall have the common right with the other Apartment owners over the roof of such additional floor **AND THAT** simultaneously with the execution of this Deed, the Owners have delivered the vacant possession in respect of the said Apartment and Open / covered / Frog Lifting / Mechanical car parking spaces to the Allottee(s) / Purchaser(s) **AND FURTHER** the Allottee(s)/Purchaser(s) shall have the following rights :

- i) The Allottee(s)/Purchaser(s) shall use electricity for their Apartment as per the existing meter installed exclusively for the said Apartment and shall be entitled to transfer the said meter in their own name and ensure payment of the electricity bills to **WBSEDCL** till they obtains separate meter in their own names and that for obtaining new meter the Owners / Promoter shall extend all cooperation and assistance by signing necessary applications and / or documents as may be required for the said purpose.
- ii) The Allottee(s) / Purchaser(s) shall be liable for the payment of proportionate Panchayat taxes, Khajna of BL& LRO and other statutory outgoings as may be found due and payable in the records of the Baikanthapur II Gram Panchayat after registration and delivery of possession of the aforesaid Apartment.

- iii) The Allottee(s)/Purchaser(s) shall be able to have telephone connection or for additional line sanction by the Telephone Department from the Telephone Department at their own costs, without any objection and the Parties of the First Part / Owners and Promoter hereby grant their consent to the same.
- iv) The colouring of the inside wall of the Apartment / unit in each side can be done separately by the Allottee(s) / Purchaser(s). The colour of the outside wall in the entire building i.e. of all the Apartment Owners and occupants should be the same.
- v) The sewerage system and other common user system shall continue as at present, and the Association or their men or mesons shall have right to repair the same by entering into other co-owner / occupier's Apartment and/or portion of the building, during reasonable time, after giving reasonable notice to other Apartment owners and obtaining permission in writing.
- vi) Over and above the aforesaid Apartment, the Allottee(s) / Purchaser(s) shall also have the proportionate right with the other Apartment owners in respect of the facilities, amenities, easements, appurtenances, spaces in common comprised in the said building/premises including the ultimate roof and also all other common facilities and/or common amenities installed therein and those as may be available later.
- vii) The Allottee(s) / Purchaser(s) agree to co-operate with the other co-owners of the aforesaid building in the management and maintenance of the common portion of the building through the party of the Second Part at the cost of all the Apartment owners proportionately borne by each of the Apartment owners and to observe the rule and / or by laws framed from time to time by the party of the Second Part.
- viii) The Allottee(s) / Purchaser(s) agree to pay proportionate share of common expenses, services, charges and other outgoings regularly and / or punctually

including the rates and taxes in respect of the said Apartment and also to pay the charges for electricity and other utility services in or relating to the said Apartment.

- ix) The Allottee(s) / Purchaser(s) shall keep and maintain the said Apartment in proper wind and water tight conditions and all electricity lines and other constructions within the areas of the said Apartment so as not to cause any inconvenience or injury or harm to the lines thereof and/or the building and/or other owners and/or occupiers.
- x) The Allottee(s)/Purchaser(s) shall not at any time demolish or cause to be demolished and/or make any addition and alteration and damage or caused to be damaged the Columns, Beams, supporting Brick wall , Lintel, Chajja , Elevation of the said Apartment.
- xi) The Allottee(s)/Purchaser(s) are entitled to make repairing like white washing and colouring etc. in respect of their own Apartment at their own cost through interior decoration without altering or causing any structural changes / damages to the super structure Column / Beams of the schedule mentioned property.
- xii) The Allottee(s)/Purchaser(s) shall not be entitled to make any addition or alteration in respect of super structure exterior wall and exterior elevation save and except interior portion of the said Apartment for using as residential apartment and to make necessary renovation thereof.
- xiii) The Allottee(s)/Purchaser(s) shall regularly pay and discharge payment of proportionate share of all rates and taxes and service taxes and other outgoings and impositions in respect of the said Apartment and the common expenses in respect of the common areas and maintenance of the building.

- xiv) The Allottee(s)/Purchaser(s) will abide by the rules regulations by laws of the Panchayat and other statutory authorities or bodies.
- xv) It is further clarified that none of the Apartment Owners including Allottee(s) / Purchaser(s) shall keep and store any inflammable article in the premises except for domestic use.

AND FURTHER the Allottee(s) / Purchaser(s) shall have to fulfil the following obligations :

- a) That save and except the aforesaid Apartment the Allottee(s) / Purchaser(s) shall not have any right in respect of the other Apartment in the aforesaid building and save and except the right of user of the staircase of the building and also the right of ingress and egress through the main entrance and also the right of other easements attached to the aforesaid Apartment and the other common areas and facilities and amenities in the said building, the Allottee(s)/Purchaser(s) shall not claim any right in respect of any other portion of the building and the Owners/Promoter shall not claim any right in respect of the said Apartment agreed to be sold and on completion of sale, the Allottee(s)/Purchaser(s) shall be entitled to deal with the same.
- b) That the Allottee(s)/Purchaser(s) shall also be liable to pay maintenance charges to the Association, which is, however, liable to be varied from time to time as may be decided in the future by mutual arrangement and discussion amongst the Apartment owners of the building.
- c) That in case of default on the part of the Allottee(s) / Purchaser(s) for payment of the proportionate panchayat taxes, other statutory out goings, maintenance charges within 7 days from the date of demand by the Association (if any), the

Allottee(s)/Purchaser(s) shall, however, to pay interest on the outstanding amount on that account.

- d) That the Allottee(s)/Purchaser(s), however, shall not be entitled to make any construction and/or addition or alteration nor shall be entitled to make any structural changes thereof, save and except colouring, plastering, flooring, etc. but shall not make any structural changes affecting the main wall of the building or shall not make any unauthorised construction thereof nor shall do anything which might affect the front elevation of the building.
- e) The Allottee(s)/Purchaser(s) shall not throw or accumulate or cause to be thrown or accumulated any dirt rubbish within the general common areas and facilities or in any part thereof.
- f) The Allottee(s)/Purchaser(s) shall not be entitled to use the aforesaid Apartment for Nursing Home, Guest House or any public entertainment purpose.
- g) The Allottee(s)/Purchaser(s) agree to pay the cost of the expenses and/or charges for laying cables for having any HT/LT line and also the security deposit in respect of the electricity meter to be installed at the said premises in the name of the Allottee(s)/Purchaser(s).

FIRST SCHEDULE AS REFERRED TO ABOVE

(SAID PROPERTY)

ALL THAT the piece and parcel of Bastu land measuring about **71 Cottahs, 6 Chittaks and 11 Sq.ft. equivalent to 51400 sq.ft.** be the same little more or less lying, situate and comprised in Dag/Plot No. 460 within L.R. Khatian No:- 1968, 1969 , 1970 , 2139 , 2150 , 2286 and 2287 within Mouza; Kanainutshal, J.L. No. 76, and also known as Ghordour Chatti ,G.T.Road, P.O : Sripally, P.S. Burdwan, District : Burdwan, Pin Code : 713 103, West Bengal and butted and bounded as under :

ON THE NORTH : By Dag / Plot No. 456 and Mouza: Alisha;

ON THE SOUTH : By G.T. Road;

ON THE EAST : By Mouza: Alisha;

ON THE WEST : By Dag / Plot No. 459.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT one **Apartment No. ‘...’** on **Block** containing a Carpet area ofsq. ft. be the same a little more or less situated on the **Floor**, consisting of Two Bed rooms, One dining-cum-drawing, Two bath cum privies, One kitchen exclusive balcony area of ... sq.ft. be the same a little more or less, exclusive terrace area of Sq.ft. be the same a little more or less together with one Open / Covered/ Frog lifting/Mechanical **car parking** space no. ___ on the Ground floor together with undivided impartible variable proportionate share in the land corresponding thereto together with all other common facilities and / or amenities attached to the said property situated in R.S. / L.R. Dag / Plot No. 460 under L.R. Khatian No. 1968, 1969, 1970, 2139, 2150, 2286 and 2287 within Mouza: Kanainutshal, J.L. No. 76, also known as

Ghordour Chatti , G.T. Road , P.O.: Sripally , P.S. Burdwan, District Burdwan , Pin Code : 713 103,West Bengal **TOGETHER WITH** proportionate variable share of land corresponding thereto along with the proportionate right of common facilities, utilities, benefits and other appurtenances which is to be used as common between all the co-allottee(s) of the said building

THE THIRD SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS)

PART – I

1. The entire land for the project or where the project is developed in phases and registration under the Act is sought for a phase, the entire land for that purpose;
2. The staircases, lifts, staircase and lift lobbies, fire escapes and common entrances and exits of building;
3. The common terraces and common storage spaces;
4. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
5. Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy, if any;
6. Water pumps with motors, water reservoirs, overhead water pumps and distribution pipes from overhead water tanks to different Apartments and from reservoir to overhead water tanks, the pump rooms and all apparatus connected with installations for common use;
7. Drains and sewers from the building or buildings to the Panchayat / Municipality drain;
8. Electrical installations and main switches and meters;

9. Water and sewage, evacuation pipes from the Apartments to drains and sewers common to the building;
10. Main gate and ultimate roof to the building;
11. External Walls (which includes 100% area of the external walls which are not shared and 50% area of the external walls shared by the apartment and the adjacent apartment and 50% area of the walls shared by the other apartments);
12. All community and commercial facilities as provided in the project;
13. All other portion and/or portions of the project necessary or convenient for its maintenance, safety, etc. and in common use;

PART - II

(COMMON AMENITIES AND FACILITIES)

1. High Security with CCTV and Intercom facilities
2. Elevator Facility, Community Hall with pantry, Swimming Pool with changing room, Indoor Games Room, Gym, Yoga and others.
3. Electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas and operating the water pumps with motors.
4. Elevator of reputed manufacturer with lift shafts and lift room.
5. Staircases and landings with Ceramic Tiles / Black or Kota Stone flooring having Aluminum windows with glass panes.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON EXPENSES)

1. **MAINTENANCE**: All costs and expenses of maintaining repairing, redecorating and renewing etc., of the main structure, gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the Building and enjoyed or used by the

Purchasers in common with other occupiers or serving more than one Apartment and main entrance and exit gates, landings and staircases of the Building and enjoyed by the Purchasers or used by him / her / their in common as aforesaid and the boundary walls, compounds etc. of the Building. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the Building so enjoyed or used by the Purchasers in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.

2. **OPERATIONAL**: All expenses for running and operating all machinery, equipments and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator etc.) and also the costs of repairing, renovating and replacing the same.

3. **STAFF**: The salaries of and all other expenses of the staffs to be employed for the common purposes (e.g. security, electrician, maintenance persons, caretaker, plumber, clerk, sweepers, liftman etc.) including their bonus and other emoluments and benefits.

4. **MAINTENANCE IN CHARGE**: Establishment and all other expenses of the Maintenance in charge and also similar expenses of the Vendors or any agency looking after the common purposes, until handing over the same to the Maintenance in charge.

5. **TAXES**: Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Apartment).

6. **INSURANCE**: Insurance premium for insurance of the Building and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. **COMMON UTILITIES**: Expenses for serving / supply of common facilities and utilities and all charges incidental thereto.
8. **RESERVES**: Creation of funds for replacement of funds for replacement, renovation and / or other periodic expenses.
9. **OTHER**: All other expenses and / or outgoings including litigation expenses as are incurred by the Vendors and/or the Maintenance in charge for the common purposes.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:
(Description of the Easements)**

The Allottee(s)/Purchaser(s) and the other Co-owners of the building shall allow to each other and the Association (if any) upon this formation the following rights, easements, quasi-easements, privileges and/or appurtenances.

1. The right of use of the common portions in a reasonable manner.
2. The right of connections for utilities including connections for telephones, water gas, television, electricity, etc. through pipes cables conducts or otherwise through each and every part of the building including the said apartment as provided by the Promoters.
3. Right to support shelter and protection of each portion of the building by other and/or other thereof.
4. The absolute unfettered and unencumbered right over the common portions subject to the terms and conditions herein contained.
5. Such rights, supports, easements and appurtenances as are usually used, occupied or enjoyed as part and parcel of the said apartment.

6. The right with or without workmen and necessary materials to enter upon the building including the said apartment or any other apartment for the purpose of repairing any of the common portion or any appurtenance to any apartment and/or anything comprised in any apartment in so far as the same cannot be carried out without such entry and in all such cases excepting emergency upon giving 48 hours prior notice in writing to the co-owners affected thereby.

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

SIGNED AND DELIVERED BY THE
WITHIN NAMED VENDORS /
OWNERS:

Signature _____

Name _____

Address _____

Please affix
photograph and
sign across the
photograph

(2) Signature _____

Name _____

Address _____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE
WITHIN NAMED PROMOTER:

Please affix
photograph and
sign across the
photograph

(1) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE(S) : Please affix
photograph and
sign across the
photograph

(1) Signature _____
Name _____
Address _____

At _____ on _____ in the presence of :

WITNESSES:

1. Signature
Name _____
Address _____

2. Signature
Name _____
Address _____

Drafted by
Advocate

MEMO OF CONSIDERATION

RECEIVED a sum of Rs.....(.....) including GST from the above named Alottee(s) as and by way of full consideration money towards undivided impartible variable proportionate share in the land and for cost of construction of the said Apartment as per the memo given below :

SL. NO	DATE	MODE OF PAYMENT	BANK	TOTAL AMOUNT (Rs.)	G.S.T	TOTAL PRICE AMOUNT(Rs)

WITNESSES:

1. Signature
Name _____
Address _____
2. Signature
Name _____
Address _____

(PROMOTER)

File : F:\FSD\Ranbir\Arabindo Sadhu-Burdwan-II
(1489)

DATED THIS DAY OF 2018

BETWEEN

SRI SANKAR KUMAR SADHU & 6(Six)ORS.

... OWNERS

AND

M/S. DEEWAKAR HEIGHTS PVT. LTD.

... PROMOTER

AND

SRI & ANR.

.. ALLOTTEE(S)

FLAT SALE DEED

**RE: Flat Sale in respect of property situated at
Dag Nos. 460 within Mouza:- Kanainutshal, J.L.
No. 76, P.S.& District - Burdwan.**

N. N. CHAKRABORTY

ADVOCATE

84/1 BELTALA ROAD

KOLKATA - 700 026.

M/91218(S)/111218

