

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

BETWEEN

(1) **SRI AROBINDA KUMAR SADHU** alias **ARABINDA SADHU** alias **AROBINDO KUMAR SADHU** (Aadhaar No. **223617259622**) having PAN: **AKDPS4441G** son of Late Tarapada Sadhu, (2) **MISS DEEPMALA SADHU** (Aadhaar No. **998971437684**) having PAN: **AVLPS4238G** daughter of Shri Arobinda Kumar Sadhu represented by her Constituted Attorney Shri Arobinda Kumar Sadhu as registered before the Additional District Sub-Registrar at Burdwan and recorded in Book No. IV, Volume No. 0203-2018, Pages 4823 to 4840, Being No. 020300275 for the year 2018, (3) **SHRI KRISHNARJUN SADHU** (Aadhaar No. **390496611120**) having PAN : **BRGPS7958K** son of Sri Arabindo Kumar Sadhu, (4) **SRI JAGADISH KUMAR SADHU** alias **JAGDISH CHANDRA SADHU** (Aadhaar No. **998629828525**), having PAN : **AVEPS9241C**, son of Late Tarapada Sadhu, (5) **SMT. SHARMILA SADHU** (Aadhaar No. **899488849256**) having PAN : **AJGPS2266C** wife of Sri Jagadish Kumar Sadhu, all are residing at Parbirkhata, G.T. Road, Baronilpur, East : Ram Krishna Cold Storage, P.O. : Sripally, P.S. & District : Purba Bardhaman, Pin – 713 103, are being represented by **M/S. DEEWAKAR HEIGHTS PRIVATE LIMITED** by their authorised representatives / Directors, **Mr. Sandip Kumar Agarwal / Mr. Niraj Kedia** being the Constituted Attorney of Arobindo Kr. Sadhu , Krishnarjun Sadhu , Jagadish Kr. Sadhu and Sharmila Sadhu as per Deed registered before the Additional District Sub-Registrar at Burdwan and recorded in Book No. IV, Volume No 0203-2018 Pages 6097 to 6118, Being No. 020300350 for the year 2018 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 Basanta Kumar Das and Bhusan Chandra Das were the joint owners in respect of the piece and parcel of land having Rayatyti Sthitiwan Satta measuring about **165 Satak** equivalent to **4 Bighas, 19 Cottahs, 13 Chittaks and 9 Sq.ft.** situated within R.S. Khatian No. 34, J.L. No. 76 within Mouza Kanainutshal, P.S. and District Burdwan out of which an area of land measuring about **56 Satak** equivalent to **1 Bigha, 13 Cottah, 14 Chittacks and 3.6 Sq.ft.** situated in R.S. Plot / Dag No. 128 and an area of **106 Satak** equivalent to **3 Bigha 4 Cottah, 2 Chittacks and 3.6 Sq. ft.** situated in R.S. Plot / Dag No. 129 and an area of land measuring about **3 Satak** equivalent to **1 Cottah, 13**

Chittacks and 1.8 Sq.ft. situated in R.S. Plot / Dag No. 130 all situated under R.S. Khatian No. 34, J.L. No. 76 within Mouza Kanainutshal (**hereinafter referred to as the “Larger Property”**).

- B) Both said Basanta Kumar Das and Bhusan Chandra Das have duly mutated their names in the record of the Revisional Settlement.
- C) While seized and possessed of the said piece and parcel of land measuring about **165 Satak** equivalent to **4 Bigha, 19 Cottahs, 13 Chittacks and 9 Sq.ft.**, one of the co-owners, namely said Basanta Kumar Das, by virtue of a registered Deed of Gift dated **19.09.1983** gifted and/or bequeathed his undivided 50% share i.e. **82.50 Satak** equivalent to **2 Bigha, 9 Cottahs, 14 Chittacks and 27 Sq.ft.** in favour of his son Naba Kumar Das, who thus became the Owner in respect of the said 50% of the aforesaid Larger Property.
- D) While seized and possessed of the said 50% share out of said **165 Satak** i.e. **82.50 Satak** equivalent to **2 Bigha, 9 Cottahs, 14 Chittacks and 27 Sq.ft.** one of the co-owners, namely Bhusan Chandra Das died intestate leaving behind him his three sons, widow and daughters, who thus jointly acquired the said undivided 50% share of **165 Satak** of land.
- E) Widow and daughters of said Bhusan Chandra Das jointly by a registered Deed of Gift dated 7th August, 1985 gifted their undivided interest in the aforesaid property in favour of Shri Narayan Chandra Das, Shri Ajay Kumar Das and Shri Mohan Chandra Das, all sons of said Late Bhusan Chandra Das.
- F) While seized and possessed of the said property jointly, said Naba Kumar Das, Narayan Chandra Das, Ajay Kumar Das and Mohan Chandra Das duly mutated their names in the Record of Settlement.
- G) In order to convert the aforesaid land from Sali to Bastu, all the aforesaid joint owners initiated a proceeding being Conversion Case No. 314/85-86 in the office of the

Collectorate Burdwan, L.R.Branch and by an order dated 12.03.1986 converted the aforesaid total area of land measuring about **165 Satak** from agricultural land to non-agricultural tenancy land under Section 72 of the West Bengal Non-Agricultural Tenancy Act, 1949 and enhance the tax for the said land.

H) While seized and possessed of the said Bastu land, said Naba Kumar Das, Narayan Chandra Das, Ajay Kumar Das and Mohan Chandra Das by virtue of the three registered Deed of Conveyance all dated 21.03.1986 sold, conveyed and transferred the aforesaid land measuring **165 Satak** out of which by two deeds sold demarcated piece and parcel of land measuring about **56 Satak** equivalent to 1 Bigha ,13 Cottahs, 14 Chittacks and 3.6 Sq.ft. each out of total area of land measuring about **165 Satak** to Smt. Bela Rani Samanta w/o Sri Tarun Kumar Samanta and another jointly to Tapan Kumar Samanta and Tarun Kumar Samanta both sons of Sri Sambhu Nath Samanta and the remaining **53 Satak** equivalent to 1 Bigha ,12 Cottahs, 1 Chittacks and 1.8 Sq.ft. Bastu Land in favour of Smt. Madhuri Rani Samanta w/o Sri Tapan Kumar Samanta as per particulars given below :

Area	RS Plot/ Dag No.	Registry Office	In favour of
56 Satak	128	District Sub-Registrar at Burdwan and recorded in Book No. I, Volume No: 38, Pages: 44 to 50, Being No: 2199 for the year 1986.	Bela Rani Samanta
53 Satak 03 Satak	129 130	Additional District Sub-Registrar at Burdwan in Book No. I, Volume No. 44, Pages 10 to 17, Being No. 2799 for the year 1986	Tapan Kumar Samanta and Tarun Kumar Samanta
53 Satak	129	Additional District Sub- Registrar at Burdwan and recorded in Book No. I, Volume No: 44, Pages: 102 to 109, Being No: 2815 for the year 1986	Madhuri Rani Samanta

D) Thus by virtue of said three registered Deed of Conveyances, said Tapan Kumar Samanta, Tarun Kumar Samanta, Madhuri Rani Samanta and Bela Rani Samanta became the joint owners in respect of the said **165 Satak** equivalent to **4 Bighas, 19 Cottahs, 13 Chittaks and 9 Sq.ft.** of Bastu land situated within R.S. Khatian No. 34, J.L. No. 76 within Mouza Kanainutshal, P.S. and District Burdwan.

- J) While seized and possessed of the said Larger Property jointly, said Tapan Kumar Samanta, Tarun Kumar Samanta, Madhuri Rani Samanta and Bela Rani Samanta, by virtue of a registered Deed of Conveyance dated 7th April, 1986 sold, conveyed and transferred a piece and parcel of land measuring about **42.5 Satak** equivalent **1 Bigha, 5 Cottahs, 11 Chittaks and 18 Sq.ft.** situated within R.S. Khatian No.34, J.L. No. 76, Mouza Kanainutshal, Sub-Registry Office Burdwan, District Burdwan out of which an area of land measuring about **13.5 Satak** equivalent to **8 Cottahs, 2 Chittacks and 30.6 Sq.ft.** situated within R.S. Plot / Dag No. 128 and an area of land measuring about **29 Satak** equivalent to **17 Cottahs, 8 Chittacks and 32.4 Sq.ft** situated within R.S. Plot / Dag No.129 in favour of **Sri Arabindo Kumar Sadhu and Sri Jagadish Kumar Sadhu** on valuable consideration and the said Deed was registered before the Additional District Sub-Registry office at Burdwan and recorded in Book No. I, Volume No. 48, Pages 153 to 159, Being No. 3048 for the year 1986.
- K) After purchasing the aforesaid property said Arobindo Kumar Sadhu and Jagadish Kumar Sadhu duly mutated their names in the records of the Revisional Settlement.
- L) By another registered Deed of Conveyance dated 07.04.1986 said Tapan Kumar Samanta, Tarun Kumar Samanta, Madhuri Rani Samanta and Bela Rani Samanta sold, conveyed and transferred a demarcated piece and parcel of land measuring about **49 Satak** equivalent to **1 Bigha , 9 Cottahs , 10 Chittacks and 14.4 Sq.ft.** situated within R.S. Khatian No. 34, J.L.No.76 of Mouza: Kanainutsal, Sub-Registry Office Burdwan, District Burdwan out of which an area of land measuring about **14.5 Satak** equivalent to **8 Cottahs, 12 Chittacks and 16.2 Sq.ft.** situated within R.S. Plot / Dag No. 128, an area of land measuring about **31.5 Satak** equivalent to **19 Cottahs and 41.4 Sq.ft.** situated within R.S. Plot / Dag No. 129 and an area of land measuring about **3 Satak** equivalent to **1 Cottah, 13 Chittacks and 1.8 Sq.ft.** situated within R.S. Plot / Dag No. 130 in favour of Sankar Kumar Sadhu and Shyamal Kumar Sadhu on valuable consideration and the said deed was registered before the District Sub-Registrar office

at Burdwan and recorded in Book No. I, Volume No: 43, Pages 87 to 94, Being No: 2505 for the year 1986.

- M) After purchasing the aforesaid property measuring about **49 Satak** equivalent to **1 Bigha , 9 Cottahs , 10 Chittacks and 14.4 Sq.ft.**, more or less, as aforesaid, both said Sankar Kumar Sadhu and Shyamal Kumar Sadhu mutually partitioned the said property amongst themselves and as per the said mutual partition amongst others, a demarcated area of land measuring about **7.3 Satak** equivalent to 4 Cottahs, 6 Chittacks and 9.8 Sq.ft. situated in R.S. Khatian No. 34, J.L. No. 76, Mouza Kanainutshal being R.S. Plot/Dag No. 128 have been exclusively allocated to Sankar Kumar Sadhu.
- N) One Md. Isha and Mahila Begum were the joint owners in respect of several Sub-Plot of land situated in Dag No. 7273 measuring about 2 Cottahs and 3.5 Chittacks and Sub-Plot of land situated in Dag No. 7274 measuring about 2 Cottahs and 5 Chittacks totaling 4 Cottahs and 8.5 Chittacks and also were the joint owners in respect of a 12 feet wide passage land situated within northern side of Sub-Plot No. 7 & 8 having an area of 9 Chittacks and 30.7 Sq.ft. situated in Khatian No. 944, J.L. No. 139, Mouza Radhanagar under Burdwan Municipality, P.S. and Dist. Burdwan.
- O) Said Md. Isha and Mahila Begum while seized and possessed of the said land situated within Dag No. 7273 and 7274 measuring about 4 Cottahs and 8.5 Chittacks sold, conveyed and transferred the same to Golam Mahiuddin and others.
- P) Said Gulam Mahiuddin and Others by virtue of a registered Deed of Conveyance dated 19.06.1979 sold, conveyed and transferred the said 4 Cottahs and 8.5 Chittacks of land situated in Dag No. 7273 and 7274 and subsequently by another registered Deed of Conveyance dated 19.02.1987 sold, conveyed and transferred the said 12 feet wide passage land having an area of 9 Chittacks and 30.7 Sq.ft. in favour of Chandana Samanta on valuable consideration.

- Q) By virtue of a registered Deed of Exchange dated **13.5.1987** made between said Sankar Kumar Sadhu, therein described as Party of the First Part and said Chandana Samanta, therein described as the Party of the Second Part, said Chandana Samanta in exchange of her said purchased land totaling about **4 Cottahs and 8.5 Chittaks** situated within Dag No. 7273 and 7274 with the aforesaid plot of land measuring about **7.3 Satak** equivalent to **4 Cottahs, 6 Chittacks and 29.88 Sq.ft.** situated within R.S. Plot / Dag No. 128 under R.S. Khatian no. 34, Mouza: Kanainutsal, J.L. No. 76, P.S. and District : Burdwan owned by said Sankar Kumar Sadhu and the said Deed was duly registered before the Additional District Sub-Registrar at Burdwan in Book No.I, Volume No. 75, Pages 216 to 224, Being No. **3371** for the year 1987.
- R) Thus by virtue of said Deed of Exchange dated **13.5.1987** said Smt. Chandana Samanta became the absolute Owner in respect of **7.3 Satak** equivalent to **4 Cottahs ,6 Chittaks and 29.88 Sq. ft.** situated within R.S. Plot / Dag No.128 under R.S. Khatian No : 34 , J.L.No.76 of Mouza : Kanainutsal, Sub-Registry Office Burdwan, District: Burdwan.
- S) By virtue of a Deed of Conveyance dated. **24.7.1987** said Smt. Chandana Samanta sold, conveyed and transferred to Smt. Sipra Sadhu wife of Sri Sankar Kumar Sadhu residing at Baranilpur, P.S and Dist: Burdwan the aforesaid piece and parcel of Bastu Land measuring about **7.3 Satak** equivalent to **4 Cottahs ,6 Chittaks and 29.88 Sq. ft.** situated within R.S. Plot / Dag No.128 under R.S. Khatian no : 34, J.L. No.76 of Mouza: Kanainutsal, Sub-Registry Office Burdwan, P.S. and District: Burdwan., on valuable consideration, which was registered before the joint Sub-Registry Office at Burdwan and recorded in Book No. I, Volume No: 124, Pages from 46 to 61, Being no: 5850 for the year 1987.
- T) Thus by virtue of the said Deed of Conveyance dated. **24.7.1987** said Smt. Sipra Sadhu became the absolute Owner in respect of **7.3 Satak** equivalent to **4 Cottahs, 6 Chittaks and 29.88 Sq .ft.** situated within R.S. Plot / Dag No.128 under R.S. Khatian

no:34, J.L. No.76 of Mouza: Kanainutsal, Sub-Registry Office Burdwan, District: Burdwan.

- U) By virtue of a Deed of Conveyance dated. **24.7.1990** said Smt. Sipra Sadhu wife of Sri Sankar Kumar Sadhu has sold, conveyed and transferred to Sri Arobindo Kumar Sadhu son of Late Tarapada Sadhu , the above said piece and parcel of Bastu Land measuring about **7.3 Satak** equivalent to **4 Cottahs ,6 Chittaks and 29.88 Sq. ft.** situated within R.S. Plot / Dag No.128 under R.S. Khatian no : 34, J.L. No.76 of Mouza: Kanainutsal, Sub-Registry Office Burdwan, District: Burdwan, on valuable consideration, which was registered before the Additional District Sub-Registrar at Burdwan and recorded in Book No: I , Volume No:61 , Pages from 296 to 300 , Being No: 3938 for the year 1990.
- V) Thus by virtue of the said Deed of Conveyance dated. **24.7.1990** said Sri Arobindo Kumar Sadhu became the absolute Owner in respect of **7.3 Satak** equivalent to **4 Cottahs, 6 Chittaks and 29.88 Sq.ft.** situated within R.S. Plot / Dag No.128 under R.S. Khatian No : 34, J.L. No. 76, of Mouza: Kanainutsal, Sub-Registry Office Burdwan, District: Burdwan.
- W) By virtue of registered Deed of conveyances all dated **30.11.1991** Sri Arobindo Kumar Sadhu sold, conveyed and transferred an area of land measuring about **2.4 Satak** equivalent to **1 Cottah, 7 Chittacks and 10.44 Sq.ft.** out of **7.3 Satak** equivalent to **4 Cottahs, 6 Chittacks and 29.88 Sq. ft.** situated within R.S. Plot / Dag No. 128 on valuable consideration in favour of Sri Bimal Kumar Banik and Smt. Sabitri Banik and by another Deed of conveyance dated 30.11.1991 sold, conveyed and transferred a land having an area of land measuring about **2.4 Satak** out of **7.3 Satak** situated within R.S. Plot / Dag No. 128 on valuable consideration in favour of Tapan Kumar Banik and Sonali Banik and by another Deed of Transfer dated 30.11.1991 sold, conveyed and transferred an area of land measuring about **2.5 Satak** equivalent to **1 Cottah, 8 Chittacks and 9 Sq.ft.** out of **7.3 Satak** situated within R.S. Plot / Dag No. 128 on valuable consideration in favour of Nemai Chand Banik and Ranjita Banik all are

situated under R.S. Khatian No. 34, Mouza: Kanainutsal, J.L. No. 76, P.S. and District: Burdwan and the particulars of said three Deeds are specified herein below:

Area	RS Plot/ Dag No.	Registry Office	In favour of
2.4 Satak	128	Additional District Sub-Registrar at Burdwan in Book No. I, Volume No: 110, Pages: 255 to 259, Being No: 6046 for the year 1991.	Bimal Kumar Banik and Sabitri Banik.
2.4 Satak	128	Additional District Sub-Registrar at Burdwan in Book No. I, Volume No: 110, Pages: 260 to 264, Being No: 6047 for the year 1991.	Tapan Kumar Banik and Sonali Banik
2.5 Satak	128	Additional District Sub-Registrar at Burdwan in Book No. I, Volume No: 110, Pages: 250 to 254, Being No: 6045 for the year 1991.	Nemai Chand Banik and Ranjita Banik

- X) One Indira Banerjee, wife of Sri Pradip Kumar Banerjee was the absolute owner in respect of a piece and parcel of Sali land measuring about 40 Decimal situated within Mouza Kanainutshal, J.L. No. 76, Khatian No. 43, L.R. Khatian No. 264 situated within Dag No. 460.
- Y) By a registered Deed of Exchange dated. **23.12.1991** made between said Smt. Indira Banerjee in one part and said Tapan Kumar Banik and Sonali Banik jointly in the other part, said Indira Banerjee exchanged her aforesaid plot of land measuring about **40 Decimal** situated within Mouza Kanainutshal, J.L. No. 76, Khatian No. 43, L.R. Khatian No. 264 situated within Dag No. 460 with the said plot of land measuring about **2.4 Decimal** situated within R.S. Plot/Dag No. 128 under R.S. Khatian No. 34, J.L. No. 76, Sub-Registry Office Burdwan, P.S. and District Burdwan acquired by said Tapan Kumar Banik and Sonali Banik and the said Deed was registered before the Additional District Sub-Registrar at Burdwan in Book No. I, Volume No. 117, Pages 63 to 70, Being No: 6409 for the year 1991.

- Z) Thus by virtue of said registered Deed of Exchange dated **23.12.1991**, said Smt. Indira Banerjee acquired the right, title and interest in respect of the said piece and parcel of Bastu land measuring about **2.4 Satak** equivalent to **1 Cottah, 7 Chittacks and 10.44 Sq. ft.** out of **7.3 Satak** (equivalent to **4 Cottahs, 6 Chittacks and 29.88 Sq. ft.**) situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34, Mouza: Kanainutsal, J.L. No. 76, P.S. and District : Burdwan.
- AA) One Santosh Kumar Dey was the absolute owner in respect of 39 Satak of land situated within Mouza Kanainutshal, R.S. Plot/Dag No. 460, Khatian No. 43, L.R. Khatian No. 264, Mouza: Kanainutsal, J.L. No. 76, P.S. and District : Burdwan.
- BB) By virtue of another registered Deed of Exchange dated **23.12.1991**, Sri Santosh Kumar Dey in one part and Sri Bimal Kumar Banik and Smt. Sabitri Banik jointly in the other part exchanged 39 **Satak** of land situated within Mouza Kanainutshal, R.S. Plot/Dag No. 460, Khatian No. 43, L.R. Khatian No. 264, Mouza: Kanainutsal, J.L. No. 76, P.S. and District : Burdwan with the plot of land measuring about **2.4 Satak** equivalent to **1 Cottah, 7 Chittacks and 10.44 Sq. ft.** out of **7.3 Satak** equivalent to **4 Cottahs, 6 Chittacks and 29.88 Sq. ft.** situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34, Mouza: Kanainutsal, J.L. No. 76, P.S. and District : Burdwan acquired by said Sri Bimal Kumar Banik and Smt. Sabitri Banik and the said Deed was registered before the Additional District Sub-Registrar at Burdwan in Book No. I, Volume No. 117, Pages 71 to 78, Being No: 6410 for the year 1991.
- CC) One Smt. Archana Sarkar was the absolute owner in respect of a land measuring about 39 Satak situated within Mouza Kanainutshal, R.S. Plot/Dag No. 460, Khatian No. 43, L.R. Khatian No. 264, Mouza: Kanainutsal, J.L. No. 76, P.S. and District : Burdwan.
- DD) By virtue of another registered Deed of Exchange dated **23.12.1991**, Smt. Archana Sarkar in one part and Sri Nema Chand Banik and Ranjita Banik in the other part exchanged **39 Satak** situated within Mouza Kanainutshal, R.S. Plot/Dag No. 460, Khatian No. 43, L.R. Khatian No. 264, Mouza: Kanainutsal, J.L. No. 76, P.S. and

District : Burdwan with the plot of land measuring about **2.5 Satak** equivalent to **1 Cottah, 8 Chittacks and 9 Sq. ft.** out of **7.3 Satak** equivalent to **4 Cottahs, 6 Chittacks and 29.88 Sq. ft.** situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34, Mouza: Kanainutsal, J.L. No. 76, P.S. and District : Burdwan acquired by said Sri Nemai Chand Banik and Ranjita Banik and the said Deed was registered before the Additional District Sub-Registrar at Burdwan in Book No. I, Volume No. 117, Pages 79 to 86, Being No: 6411 for the year 1991.

EE) While seized and possessed of said Bastu Land **2.4 Satak** equivalent to **1 Cottah, 7 Chittacks and 10.44 Sq. ft.** out of **7.3 Satak** equivalent to **4 Cottahs, 6 Chittacks and 29.88 Sq. ft.** situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34 of Mouza: Kanainutsal, , J.L. No. 76, Sub-Registry Office Burdwan, P.S. and District Burdwan, by said Indira Banerjee sold, conveyed and transferred the same by a registered Deed of Conveyance dated **22.1.1992** jointly in favour of Sri Bidyut Kumar Sadhu son of Late Ranjit Kumar Sadhu and Smt. Rita Sadhu wife of Sri Arobindo Kumar Sadhu on valuable consideration, which was registered before the Additional District Sub-Registrar at Burdwan and recorded in Book No. I, Volume No: 5, Pages: 275 to 281, Being No: 297 for the year 1992.

FF) While seized and possessed of said Bastu Land **2.4 Satak** equivalent to **1 Cottah, 7 Chittacks and 10.44 Sq. ft.** out of **7.3 Satak** equivalent to **4 Cottahs, 6 Chittacks and 29.88 Sq. ft.** situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34 of Mouza: Kanainutsal, J.L. No.76, Sub-Registry Office Burdwan, P.S. and District Burdwan, by said Santosh Kumar Dey sold, conveyed and transferred the aforesaid Bastu land on **22.1.1992** in favour of Sri Bidyut Kumar Sadhu son of Late Ranjit Kumar Sadhu and Smt. Rita Sadhu wife of Sri Arobindo Kumar Sadhu on valuable consideration, which was registered before the Additional District Sub-Registrar at Burdwan and recorded in Book No. I, Volume No: 5, Pages: 282 to 287, Being No: 298 for the year 1992.

- GG) While seized and possessed of said Bastu Land **2.5 Satak** equivalent to **1 Cottah, 8 Chittacks and 9 Sq. ft.** out of **7.3 Satak** equivalent to **4 Cottahs, 6 Chittacks and 29.88 Sq. ft.** situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34 of Mouza: Kanainutsal, J.L. No. 76, Sub-Registry Office Burdwan, P.S. and District: Burdwan, by said Archana Sarkar sold, conveyed and transferred on **22.1.1992** in favour of Sri Bidyut Kumar Sadhu son of Late Ranjit Kumar Sadhu and Smt. Rita Sadhu wife of Sri Arobindo Kumar Sadhu on valuable consideration, which was registered before the Additional District Sub-Registrar at Burdwan and recorded in Book No. I, Volume No: 5, Pages: 288 to 293, Being No: 299 for the year 1992.
- HH) While seized and possessed of the said Bastu Land measuring about **7.3 Satak** equivalent to **4 Cottahs, 6 Chittacks and 29.88 Sq. ft.** situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34 of Mouza: Kanainutsal, J.L. No. 76, Sub-Registry Office Burdwan, P.S. and District: Burdwan, jointly by said Bidyut Kumar Sadhu and Smt. Rita Sadhu, they found that total area of Bastu land being very small, therefore two separate building cannot be constructed and as such said Bidyut Kumar Sadhu, by virtue of a registered Deed of Conveyance dated **23.12.2002** sold, conveyed and transferred his undivided 50% share in respect of the said **3.65 Satak** equivalent to 2 Cottahs, 3 Chittaks and 14.94 Sq.ft. of Bastu land situated within R.S. Plot / Dag No. 128 under R.S. Khatian No. 34 of Mouza: Kanainatsal, , J.L. No. 76, Sub-Registry Office Burdwan , P.S. and District Burdwan, in favour of his other co-sharers, namely said Rita Sadhu wife of Sri Arobindo Kumar Sadhu on valuable consideration, which was duly registered before the Additional District Sub-Registrar at Burdwan in Book No. I, Volume No. 129(2), pages 187 to 195, Being No. 4131 for the year 2003.
- II) Thus by virtue of the said three registered Deed of Conveyances dated. **22.01.1992** and also by virtue of registered Deed of Conveyance dated. **23.12.2002**, said Rita Sadhuw/o Sri Arobindo Kumar Sadhu became the absolute Owner in respect of piece and parcel of Bastu Land **7.3 Satak** equivalent to **4 Cottahs and 6 Chittaks and 29.88 Sq. ft.** situated within R.S. Plot / Dag No. 128, under R.S. Khatian No. 34 of Mouza: Kanainutsal, J.L. No. 76, Sub-Registry Office Burdwan, P.S. and District Burdwan.

- JJ) While retaining the remaining piece and parcel of Bastu Land **17.25 Satak** equivalent to **10 Cottahs, 6 Chittacks and 44.1 Sq. ft.** out of which an area of land measuring about **15.75 Satak** equivalent to **9 Cottahs, 8 Chittacks and 20.7 Sq. ft.** situated within R.S. Plot / Dag No. 129 and an area of land measuring about **1.5 Satak** equivalent to **14 Chittacks and 23.4 Sq. ft.** situated within R.S. Plot / Dag No. 130 said Sankar Kumar Sadhu exchanged the aforesaid property with an area of land measuring about **3 Cottahs and 5.75 Chittacks** situated in Kaliganga belonging to Arobindo Kumar Sadhu by virtue of a registered Deed of Exchange dated **24.07.1990**, which was registered before the Additional District Sub-Registrar at Burdwan in Book No. I, Volume No: 62, Pages: 1 to 10, Being No. : 3939 for the year 1990 and accordingly, by virtue of such Deed of Exchange, said Arobindo Kumar Sadhu became the owner in respect of the said piece and parcel of land measuring about **17.25 Satak** equivalent to **10 Cottahs, 6 Chittacks and 44.1 Sq. ft.** more or less.
- KK) While seized and possessed of the said demarcated piece and parcel of Bastu land measuring about **24.5 Satak** equivalent to **14 Cottahs, 13 Chittacks and 7.20 Sq. ft.** by Shyamal Kumar Sadhu s/o Late Tarapada Sadhu sold, conveyed and transferred by a registered Deed of Conveyance dated **20.06.1992** a demarcated piece and parcel of land measuring about **12.5 Satak** equivalent to **7 Cottah, 9 Chittacks and 0 Sq.ft.** out of which **3.25 Satak** equivalent to **1 Cottah, 15 Chittacks and 20.7 Sq. ft.** situated within R.S. Plot / Dag No. 128, **7.75 Satak** equivalent to **4 Cottah, 11 Chittacks and 0.9 Sq. ft.** situated within R.S. Plot / Dag No. 129 and **1.50 Satak** equivalent to **0 Cottah, 14 Chittacks and 23.4 Sq. ft.** situated within R.S. Plot / Dag No. 130 under R.S. Khatian Nos. 34 , J.L. No.76 of Mouza: Kanainutsal in favour of his brother Sri Jagadish Kumar Sadhu on valuable consideration and the said Deed was registered before the District Registrar at Burdwan and recorded in Book No. I, Volume No. 67, Pages 266 to 279, Being No. 3816 for the year 1992.
- LL) By another registered Deed of Conveyance dated **20.06.1992**, said Shyamal Kumar Sadhu sold, conveyed and transferred the remaining **12 Satak** equivalent to **7 Cottahs,**

4 Chittacks and 7.2 Sq. ft. of Bastu land, out of which **4 Satak** equivalent to **2 Cottahs, 6 Chittacks and 32.4 Sq. ft.** situated within R.S. Plot / Dag No. 128 and **8 Satak** equivalent to **4 Cottahs, 13 Chittacks and 19.8 Sq. ft.** situated within R.S. Plot / Dag No. 129 under R.S. Khatian Nos. 34, J.L. No. 76, Mouza: Kanainutsal, Sub-Registry Office Burdwan P.S. & District: Burdwan in favour of Smt. Sharmila Sadhu, wife of Sri Jagadish Kumar Sadhu on valuable consideration and the said Deed was registered before the Additional District Sub- Registrar at Burdwan and recorded in Book No. I, Volume No. 67, Pages 261 to 265, Being No. 3815 for the year 1992.

MM) Said Shri Arobinda Kumar Sadhu, Shri Jagadish Kumar Sadhu and Smt. Sharmila Sadhu and predecessor in interest of the Owners No. 1, 2 & 3 of the Parties of the First Part, namely Rita Sadhu, 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 Bastu land measuring about **91.5 Satak** equivalent to **55 Cottahs, 5 Chittaks and 32.4 Sq. ft.**, be the same a little more or less lying, situate and comprised in Dag / Plot No. 128, 129 & 130 within L.R. Khatian No. 617, 618 , 619 and 620 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 (Sq.ft.)	%	Year
07.04.1986	Sale Deed	Arobindo Kr Sadhu & Jagadish Kr Sadhu	I	48	153-159	3048	18513	46.45	1986
24.7.1990	Deed of Exchange	Arobindo Kr. Sadhu	I	62	1 - 10	3939	7514.1	18.85	1990

22.01.1992	Sale Deed	Rita Sadhu	I	5	275-281 282-287 288-293	297 298 299	1579.05	3.96	1992
20.6.1992	Sale Deed	Sharmila Sadhu	I	67	261-265	3815	5227.20	13.11	1992
20.06.1992	Sale Deed	Jagadish Kumar Sadhu	I	67	266-279	3816	5445	13.67	1992
23.12.2002	Sale Deed	Rita Sadhu	I	129(2)	187-195	4131	1579.05	3.96	2003
								100	

NN) The predecessor in interest of Owners No. 1, 2 and 3, namely Rita Sadhu jointly with other co-sharers, namely Shri Arobinda Kumar Sadhu, Shri Jagadish Kumar Sadhu and Smt. Sharmila Sadhu entered into a registered Agreement for Development of the aforesaid property on **24.04.2013** with the aforesaid Developer / Promoter, which was registered before the Additional District Sub-Registrar at Burdwan and recorded in Book No. I, C.D. Volume No. 15, Pages 1953 to 1996, Being No. 03971 for the year 2013 in respect of **ALL THAT** the piece and parcel of Bastu land measuring about 91.5 Satak equivalent to 55 Cottahs, 5 Chittaks and 32.4 sq.ft. be the same a little more or less situate, lying and comprised in R.S./ L.R. Dag / Plot No. 128 (Part), 129 (Part) and 130 under R.S. Khatian No. 34 and L.R. Khatian No. 617, 618, 619 and 620 within Mouza: Kanainutshal, J.L. No. 76, P.S. & District : Burdwan and premises No. 348/8, G.T.Road, Mohalla: Khudirampally, Ward No. 11, Pin Code : 713 103, West Bengal (more fully described in the First Schedule hereunder written) hereinafter referred to as the “said property” on the terms and conditions as contained in the said Development Agreement.

OO) Pursuance to the said registered Development Agreement, the aforesaid Developer / Promoter for and on behalf of the Owners have duly made the conversion of the said 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 and Block : II consists Basement + Ground + VIII storied building and Block : III consists Ground + VIII storied building after mutating the name of the Owners in the record of the Burdwan Municipality.

- PP) During the pendency of the aforesaid development of the property, said Smt. Rita Sadhu, wife of Shri Arobinda Kumar Sadhu expired on **20.03.2018** intestate leaving behind her husband, son and daughter, the present Owners No. 1 , 2 and 3 being her legal heirs and representatives who have jointly inherited the aforesaid share of Rita Sadhu in respect of the aforesaid property and as such said registered Development Agreement entered into by and between their predecessor in interest dated **24th of April, 2013** became valid and binding upon them and they also agreed to abide by the terms and conditions of the said Development Agreement.
- QQ) In order to avoid any future complications in the matter, the legal heirs of said Rita Sadhu, namely (1) Arobinda Kumar Sadhu, (2) Krishnarjun Sadhu and (3) Miss Deepmala Sadhu, represented by her Constituted Attorney Shri Arobinda Kumar Sadhu, entered into a registered Supplementary Agreement on **19th July, 2018** inter alia recording the accepting the terms and conditions of the said registered Development Agreement dated **24.04.2013** and the same was registered before the A.D.S.R. Burdwan and recorded in Book No. I, Volume No. 0203-2018, pages 114321 to 114344, Being No. 020306136 for the year 2018.
- RR) In terms of the said registered Development Agreement dated **24.04.2013** and registered Supplementary Agreement dated **19.07.2018** entered into by and between the Owners and the Promoter, it has been mutually agreed save and except 10% of the Owners allocation out of total sanctioned area in the proposed building and balance 90% out of total sanctioned area in the proposed building will be sold to the prospective Allottee(s) on sharing the sale proceeds on the basis as per the proportion of the respective allocations of the Owners and the Promoter. Accordingly, the Promoter has been fully authorized by the Owners to sell the said 90% of the total sanctioned area including the Owners' allocation in the aforesaid ratio to the

prospective Allottee(s) out of which 25% of the total sanctioned area belongs to the Owners and 65% of the total sanctioned area belongs to the Promoter out of which GST, Brokerage, Advertisement & Publicity expenses, will be deducted from the sale proceeds in the same ratio out of the Owners' and Promoter's allocation.

SS) 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. ~~saleable~~ 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 Basement / 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. 128 (Part), 129 (Part) and 130 under R.S. Khatian No. 34 and L.R. Khatian No. 617, 618, 619 and 620 within Mouza Kanainutshal, J.L. No. 76, P.S. & District : Burdwan and premises No. 348/8, G.T.Road , Mohalla: Khudirampally, Ward No. 11, 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 ~~consideration~~ 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

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

UU) Pursuant to the said registered Agreement and on compliance of the terms and conditions as contained therein the present Allottee(s) paid the ~~full consideration~~

~~money~~ Total Price to the Promoter from time to time which they have duly acknowledged the same.

VV) The Promoter has duly applied and obtained the Completion Certificate from the Burdwan Municipality on completion of the building.

WW) The Allottee(s)/Purchaser(s) having paid the ~~full consideration money~~ 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).

XX) Pursuant to such arrangement, the parties hereto have entered into a registered Agreement for Sale datedfor selling the aforesaid apartment and 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.

YY) Pursuant to the said Agreement and on payment of ~~full consideration money~~ 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 ~~full consideration~~ 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 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 the Basement / 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. 128 (Part), 129 (Part) and 130 under R.S. Khatian No. 34 and L.R. Khatian No. 617, 618, 619 and 620 within Mouza Kanainutshal, J.L. No. 76, P.S. & District : Burdwan and premises No. 348/8, G.T.Road , Mohalla: Khudirampally, Ward No. 11 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-allottees / 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. 128 (Part), 129 (Part) and 130 under R.S. Khatian No. 34 and L.R. Khatian No. 617, 618, 619 and 620 within Mouza Kanainutshal, J.L. No. 76, P.S. & District : Burdwan and premises No. 348/8, G.T.Road , Mohalla: Khudirampally, Ward No. 11, 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 **Burdwan Municipality** vide Building Plan No..... 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. 128 (Part), 129 (Part) and 130 under R.S. Khatian No. 34 and L.R. Khatian No. 617, 618, 619 and 620 within Mouza Kanainutshal, J.L. No. 76, P.S. & District : Burdwan and premises No. 348/8, G. T.Road , Mohalla: Khudirampally, Ward No. 11 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-allottees / 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, Municipality 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 the 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 the 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 procured 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 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 Burdwan Municipality 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 municipal taxes and other statutory outgoings as may be found due and payable in the records of the Burdwan Municipality 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 flat 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 Burdwan Municipality 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 municipal 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 **91.5 Satak equivalent to 55 Cottahs, 5 Chittaks and 32.4 sq.ft.** be the same a little more or less situate, lying and comprised in R.S. / L.R. Dag / Plot No. 128 (Part), 129 (Part) and 130 under R.S. Khatian No. 34 and L.R. Khatian No. 617, 618, 619 and 620 within Mouza Kanainutshal, J.L. No. 76, P.S. & District: Burdwan and premises No. 348/8, G.T. Road, Khudirampally, Ward No. 11 and butted and bounded as under :

ON THE NORTH : By Dag Nos. 118 and 121;

ON THE SOUTH : By G.T. Road;

ON THE EAST : By Dag Nos. 131, 132 & 135

ON THE WEST : By Dag Nos. 128(P) and 129(P).

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 Basement / 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. 128 (Part), 129 (Part) and 130 under R.S. Khatian No. 34 and L.R. Khatian No. 617, 618, 619 and 620 within Mouza: Kanainutshal, J.L. No. 76, P.S. & District : Burdwan and premises No. 348/8, G.T. Road, Khudirampally, Ward No. 11, 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-allottees 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 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 its 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 conduits 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 flat.
6. The right with or without workmen and necessary materials to enter upon the building including the said flat or any other flat for the purpose of repairing any of the common portion or any appurtenance to any flat and/or anything comprised in any flat in so far as the same cannot be carried out without such entry and in all such cases excepting emergency upon giving 48 hours previous 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) :
/PURCHASER(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

R E C E I V E D 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 ARABINDO KUMAR SADHU & 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. 128 & 129 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