

DEED OF SALE

Residential Flat, having covered area of.....Sq. ft., more or less,
Super Built up area ofSq. ft., more or less, alongwith Car
parking space, having an area of.....Sq. ft., more or less, at the
Multi storied building constructed upon the land located at P.s.-Burdwan,
Dist.-Purba Bardhaman, Mouza- Balidanga, at being Municipal Holding
No. 38, within the limits of Burdwan Municipality under Municipal Ward
No.14, Actual Consideration Amount-Rs...../-, Present
Market Value, as assessed by the Govt.-Rs...../-

DISA ENTERPRISE

Gouya Subi Mukherjee
Partner

THIS DEED OF SALE is made on thisDay of’2020

By and Amongst

1. **SRI SAMBHU KUMAR ROY** alias **SHAMBHU ROY**, S/o- Late Gauranga Kumar Roy, PAN- AKHPR8365G, 2. **SMT. RINA ROY**, W/O- Late Arun Kumar Roy, PAN- AUJPR1040C, 3. **MRS. ANAMIKA ROY (BANIK)**, D/O- Late Arun Kumar Roy, W/O- Sri Subhadip Banik, PAN- BFYPR8649E, 4. **MISS SUSMITA ROY**, D/O- Late Arun Kumar Roy, all are residing at Chotonilpur, P.O.-Sripally, P.S- Burdwan Sadar, Dist.- Purba Bardhaman, Pin- 713103, hereinafter referred to and called for the sake of brevity as the ‘**LAND OWNERS**’ (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**, all are represented by their lawfully Constituted Attorney, named **DISA ENTERPRISE**, a Partnership Firm, appointed vide registered Deed of Power of Attorney being No. 020300407 for the year 2019, having its office at Baronilpur Road, Near Zila Sainik Bhawan, P.S.- Sripally, P.S.- Burdwan, Dist.- Purba Bardhaman, Pin-713103, represented by, as per mandate of Clause No.11 of the Deed of Partnership, one of its partner named **MR. GOURANGA SUNDAR MONDAL**, S/O- Late Sanat Kumar Mondal, PAN-AKNPM2314G,

by nationality – Indian, by occupation- Business, residing at Baronilpur Road, Near Zila Sainik Bhawan, P.o.- Sripally, Dist.- Purba Bardhaman, Pin-713103.

AND

DISA ENTERPRISE, a Partnership Firm having its office at Baronilpur Road, Near Zila Sainik Bhawan, P.s.- Sripally, P.S.- Burdwan Sadar, Dist.- Purba Bardhaman, Pin-713103, represented by , as per mandate of Clause No.11 of the Deed of Partnership, one of its partner named **MR.GOURANGA SUNDAR MONDAL**, S/o- Late Sanat Kumar Mondal, **PAN-AKNPM2314G**, by nationality – Indian, by occupation- Business, residing at Baronilpur Road, Near Zila Sainik Bhawan, P.O.- Sripally, Dist.- Purba Bardhaman, Pin-713103, hereinafter referred to and called for the sake of brevity as the **“DEVELOPER ”** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, administrators, legal representatives and assigns) of the of the **SECOND PART.**

AND

....., S/o-, **PAN-**,
by Occupation-, resident of
....., hereinafter referred to and called for the
sake of brevity as **“PURCHASER(S) ”** (Which term or expression shall unless excluded by or
repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors,
administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS the property measuring an area of 66 decimals in the R.S. Plot No. 794 corresponding to L.R. Plot No. 1686, comprised in R.S. Khatian No. 613 situated at Mouja-Balidanga, J.L. No. 35 under P.S. & Dist. Burdwan within the area of Burdwan Municipality,

originally belonged to Peyari Mohan Mukhopadhyay and Kishori Mohan Mukhopadhyay both were sons of late Sarashi Mohan Mukhopadhyay.

AND WHEREAS said Peyari Mohan Mukhopadhyay and Kishori Mohan Mukhopadhyay while during their ownership and possession of the land having an area of 66 decimals in the R.S. Plot No. 794 corresponding to L.R. Plot No. 1686, comprised in R.S. Khatian No. 613 situated at Mouza- Balidanga, J.L. No. 35, under P.S. & Dist. Burdwan within the area of Burdwan Municipality transferred the same in favour of Dr.SripadaRanjanSen by a registered deed of sale deed no. 6099 for the year 1963 registered at the office of District Sub-Register on 13.08.1963.

AND WHEREAS said Dr. Sripada Ranjan Sen during his ownership and possession upon the entire land having an area of 66 decimals in the R.S. Plot No.- 794 corresponding to L.R. Plot No. -1686, comprised in R.S. Khatian No.- 613 situated at Mouza- Baliganda, J.L.No.- 35, under P.S. & Dist. Burdwan within the area of Burdwan Municipality, said Dr.Sripada Ranjan Sen out of 66 decimals of land transferred 16.5 cents/decimals in favour of Sri Gouranga Kumar Ray vide registered deed of sale being no. I-956 for the year 1980, 16.5 cents/decimals in favour of Sri Arun Kumar Roy vide registered deed of sale being no. I-957 for the year 1980, 16.5 cents/decimals in favour of Smt. Tarangini Roy vide registered deed of sale being no. I-958 for the 1980 and 16.5 cents/decimals in favour of Sri Shambhu Kumar Roy vide registered Deed of sale being no. I-959 for the year 1980 respectively. Consequently, said Gouranga Kumar Roy, Sri Arun Kumar Roy, Smt. Tarangini Roy and Sri ShambhuKumar Roy became the joint-owners of the land having an area of 66 decimals in the R.S. Plot No. 794 corresponding to L.R. plot No. - 1686, comprising in R.S. Khatina No. 613 situated at Mouza- Balidanga, J.L. No. 35 under P.s.- Burdwan, Dist- Purba Bardhaman, within the area of Burdwan Municipality each having $\frac{1}{4}$ shares.

AND WHEREAS during his ownership and possession upon 16.5 decimals of land, out of the entire land having an area of 66 decimals in the R.S. Plot No.- 794 corresponding to L.R. Plot No.- 1686, comprised in R.S. Khatian No. 613 situated at Mouza- Balidanga, J.L.No. 35, under

P.S. & Dist. Burdwan within the area of Burdwan Municipality, Mr. Gouranga Kumar Roy transferred 11.5 decimals of land in favour of different persons by dint of deed of sales and transferred the remaining 5 decimals of land in favour of his two sons namely Sri Arun Kumar Roy and Sri Shambhu Kumar Roy by a registered deed of gift being no. 7115 of 2003. Accordingly, Sri Arun Kumar Roy and Shambhu Kumar Roy jointly became the owner of $(16.5+16.5+05) = 38$ decimals of land.

AND WHEREAS during her ownership and possession upon 16.5 cents/decimals of land, out of the entire land having an area of 66 decimals in the R.S. Plot No.-794 corresponding to L.R. Plot NO. -1686, comprised in R.S. Khatian No.- 613 situated at Mouza- Baliganda, J.L.No. -35, under P.S. & Dist. Burdwan within the area of Burdwan Municipality, said Smt. Tarangini Roy died on 29.04.2002 leaving behind her husband Gauranga Kumar Roy, her two sons Sri Arun Kumar Roy and Sri Shambhu Kumar Roy and her two daughters namely Rekha Mondal (Roy) and Shikha Bhomik (Roy) as her only legal heirs and successors. Consequently, said Gouranga Kumar Roy, Arun Kumar Roy, Shambhu Kumar Roy, Rekha Mondal (Roy) and Shikha Bhomik (Roy) became the joint owners of 16.5 cents/decimals of land, left behind by Smt. Tarangini Roy, each having $1/5^{\text{th}}$ shares therein.

AND WHEREAS during their ownership and possession the said Gauranga Kumar Roy, Rekha Mondal (Roy) and Shikha Bhomik (Roy) transferred their $3/5^{\text{th}}$ shares or 9.9 decimals of land, acquired by them as legal heirs of deceased Smt. Tarangini Roy, in favour of Sri Arun Kumar Roy and Sri Shambhu Kumar Roy by a registered deed of gift being no. 1-4539 for the year 2009 executed on 16.05.2008, presented for registration on 16.05.2008, registration completed on 11.06.2009. Accordingly, said Shambhu Kumar Roy and Arun Kumar Roy became the owner of the entire $(16.5+16.5+05+ 16.5) = 54.5$ decimals of land, more fully described in the first schedule herein below.

AND WHEREAS after mutating his names in the L.R.R.O.R. as well as in the Municipal records, during his ownership and possession in ejmal with Sri Shambhu Kumar Roy, more fully

described in the first schedule herein below, unfortunately Mr. Arun Kumar Roy died on 28.06.2009 leaving behind his wife Smt. Rina Roy, Mrs. Anamika Roy (Banik) and Minor Susmita Roy as his legal heirs and successors. Consequently, Smt. Rina Roy, Mrs. Anamika Roy (Banik) and Minor Susmita Roy jointly became owners and possessors of the undefined and un demarcated more or less 27.25 decimals of land, out of the total land of 54.5 decimals or 33 Cottah, more fully described in the first schedule herein below. Accordingly, Sri Shambhu Kumar Roy and Smt. Rina Roy, Mrs. Anamika Roy (Banik) and Minor Susmita Roy have become the joint owners of the land, more fully described in the first schedule hereinbelow.

AND WHEREAS during ownership and possession of the land, more fully described in the first schedule herein below, in ejmal, after mutating their names in the present L.R. R.O.R. as well as Municipal Records of Burdwan Municipality, said Shambhu Kumar Roy, Rina Roy, Anamika Roy decided to develop the land for potential use and financial benefit by constructing multi-stored residential complex, consisted of several flats and car-parking space thereon.

AND WHEREAS, thereafter, when the Land Owner No.4 herein named Miss Susmita Roy was minor, the Land Owner No.2 herein named Smt. Rina Roy, had filed an application under the Guardians and Wards Act (*Act VIII of 1890*) for her appointment as guardian in respect of person and property of Land Owner No.4 herein named Miss Susmita Roy, before the Hon' ble District Judge, Burdwan and the same had been registered as Miscellaneous Case No. 57/2010. Finally, the Hon'ble District Judge of Burdwan vide his order no. 50 dt.22.06.2015 passed in Miscellaneous Case No. 57/2010 granted permission to the Land Owner.2 namely Smt. Rina Roy to deal with the property of the then Minor Susmita Roy regarding selling, transferring or any manner, whatsoever, she may deem fit and proper for the welfare and benefit of the Minor Susmita Roy.

AND WHEREAS, thereafter, for a considerable period of time the LAND OWNERS have been thinking of developing the said property in such manner as may yield them greater advantage

together with providing flats and parking spaces for intending dwellers for their residential requirement but for paucity of funds could not materialize the same.

AND WHEREAS coming to know of the intention of the parties of the First Part the DEVELOPER **DISA ENTERPRISE**, a Partnership Firm having its office at Baronilpur Road, Near Zila Sainik Bhawan, P.s.- Sripally, P.S.& Dist.- Purba Bardhaman, Pin-713103, represented by its partners namely 1. SRI GOURANGA SUNDAR MONDAL, 2. SMT. SANJANA MONDAL, 3. ALOKE BHATTACHARJEE, approached before the OWNERS with an offer to develop the said land at its costs and expenses and in such a manner as to serve the purpose of the owners in terms of their requirements and desire.

AND WHEREAS the OWNERS have accepted the offer of the DEVELOPER, **DISA ENTERPRISE** and agreed to the proposal of the DEVELOPER for developing the lands, more fully described within the FIRST SCHEDULE below by constructing a multi-storied residential Complex, under the name & style "*DISA GOURTIRTHA ABASON*", consisted of several self contained ownership flats and car-parking spaces together with other common facilities on the said land measuring about more or less 54.5 decimals or 33 cottahs or 23781 Sq. ft. at Mouza – Balidanga within the local limits of Burdwan Municipality, under ward no.-14, Holding No.-38, Chotonilpur West Para Mahalla.

AND WHEREAS the DEVELOPER herein upon making inspection and search has been satisfied fully as to the marketable title of the said land and the Developer has agreed with the proposal of the LAND OWNERS and thereafter, the LAND OWNERS herein have entered into a Development Agreement, which had been registered at the office of the A.D.S.R, being no. 020304402 for the year 2017, with DISA ENTERPRISE i.e. the DEVELOPER herein, to construct a multi-storied residential Complex, under the name & style "*DISA GOURTIRTHA ABASON*" on the land, more fully described within the FIRST SCHEDULE below, as per Sanctioned plan of Burdwan Municipality, by demolishing the old building. In pursuance of clause of the Development Agreement being no. 020304402 for the year 2017, the LAND

OWNERS has executed Power of Attorney in favour of the DEVELOPER which has been registered as Developer's Power of Attorney Deed being no. 020305689 for the year 2017.

AND WHEREAS in the Development Agreement being no. 020304402 for the year 2017, it have been duly stipulated and agreed that the DEVELOPER DISA ENTERPRISE will get 59% (fifty nine) percent of the total built up area of the 1st, 2nd & 3rd floor and 70% percent of the total built up area in respect of the 4th floor & above, to be sanctioned by the Burdwan Municipal Authority and 63% (Sixty Three) percent of car parking spaces at the basement & Ground floor at the proposed multi-stored residential complex, under the name & style "DISA GOURTIRTHA ABASON", along with proportionate share in the lands, described within the FIRST SCHEDULE below as their allocation.

AND WHEREAS, thereafter, the DEVELOPER DISA ENTERPRISE in terms of the Development Agreement being no. 020304402 for the year 2017 and Developer's Power of Attorney Deed being no. 020305689 for the year 2017 has already started the construction of the multi-storied building on the land, more fully described within the FIRST SCHEDULE below, under the name & style "DISA GOURTIRTHA ABASON" as per building plan sanctioned by the Burdwan Municipality.

AND WHEREAS the DEVELOPER/CONFIRMING PARTY being empowered by virtue of aforesaid registered Development Agreement being no. 020304402 for the year 2017 as well as by virtue of earlier Developer's Power of Attorney being no. 020305689 for the year 2017 to enter into negotiation with the intending PURCHASER(S) in respect of their own allocation including the proportionate share of land, in course of preparation and finalization of building plan, which has already been sanctioned by the authority of Burdwan Municipality and in

consonance of which the construction of the aforementioned Multi-storied Residential Complex was commenced, the earlier allotments described & mentioned in the **SECOND & THIRD** Schedule of aforesaid registered Development Agreement being no. 020304402 for the year 2017 were required to be altered and modified and ultimately on mutual consent the LAND OWNERS as well as the DEVELOPER herein, by executing fresh Supplementary Agreement on 28.08.2019, confirmed, admitted and accepted modified allocations, mentioned in details in **SECOND & THIRD** Schedule of the Supplementary Agreement, which had been *registered and recorded as being No. 6999 for the year '2019* as well as the LAND OWNER NO.4 herein, who became major on and from 16.02.2018, has confirmed and affirmed the terms and conditions contained in the earlier Registered Development Agreement being no. 020304402 for the year 2017 as well as modifications and changes caused through aforesaid registered Supplementary Agreement *being No. 6999 for the year ' 2019*. Besides execution of aforesaid Supplementary Agreement on 28.08.2019, which has been *registered as being No. 6999 for the year' 2019*, in order to complete ongoing Multi-Storied Residential Complex named "**DISA GOURTIRTHA ABASON**" smoothly and without legal hindrance, the LAND OWNERS have also executed fresh Power of Attorney, *after doing cancellation of earlier registered Developer's Power of Attorney being no 020305689 for the year 2017*, in favour of the DEVELOPER herein, which has already registered as Power of Attorney being No. **407** for the year' **2019**.

AND WHEREAS the DEVELOPER, DISA ENTERPRISE in terms of the Registered Development Agreement being no. 020304402 for the year 2017, which subsequently modified through registered Supplementary Agreement *being No. 6999 for the year'2019*, started the

construction of the aforesaid Residential Complex upon the lands, more fully described within the FIRST SCHEDULE below, in the Burdwan Town, as per building plan sanctioned by the Burdwan Municipality.

AND WHEREAS the LAND OWNERS allotted the Flats mentioned in details in **SECOND** Schedule of the aforesaid registered Supplementary Agreement *being No. 6999 for the year 2019* as well as 37% (Thirty Seven percent) of car parking spaces at the Basement & Ground floor in each Block at the Residential Complex named 'DISA GOURTIRTHA ABASON' along with proportionate share of lands, described within the FIRST SCHEDULE below as their allocation. Similarly, the DEVELOPER allotted the Flats, mentioned in details in **THIRD** Schedule of the aforesaid registered Supplementary Agreement *being No. 6999 for the year 2019* as well as 63% (Sixty Three percent) of car parking spaces at the Basement & Ground floor in each Block at the Residential complex named 'DISA GOURTIRTHA ABASON' along with proportionate share of lands, described within the FIRST SCHEDULE below as their allocation.

AND WHEREAS by virtue of aforesaid Registered Development Agreement being no. 020304402 for the year 2017, which subsequently modified through registered Supplementary Agreement *being No. 6999 for the year 2019* as well as by virtue of Developer's Power of Attorney being No.407 for the year 2019, the DEVELOPER has full and absolute power of entering into negotiation with the intending PURCHASER(S) in respect of its own allocations including the proportionate share of land except in respect of allocations of LAND OWNERS herein.

AND WHEREAS thereafter, during construction of the said Residential Complex named 'DISA GOURTIRTHA ABASON', the LAND OWNERS as well as DEVELOPER herein declared to sell self compact and contained Flat being No. at the Side, on Floor, at Block....., measuring Covered area Sq. ft., more or less, Super Built up areaSq. ft, more or less, consisting of Bed Rooms, Toilets, Living-cum-Dining, Kitchen, Verandah and Car Parking spaces, being marked as " ", having an area of Sq. ft, at the Basement/ Ground floor of the building named "*DISA GOURTIRTHA ABASON* " within the local limits of Burdwan Municipality, under ward no-14, Holding No.-38, Chotonilpur at West Para Mahalla, Police Station- Burdwan, Dist.- Purba Bardhaman, TOGETHER WITH undivided proportionate share of land at the said Municipal Holding attributable to the said Flat and Car parking spaces, free from all encumbrances, charges, liens, etc.

AND WHEREAS knowing the said declarations made by the LAND OWNERS as well as DEVELOPER herein was to be true and satisfactory and bearing satisfied regarding the free and marketable title of the said Flat & car parking spaces with a view to purchase the said Flat & Car Parking Spaces at the said Residential Complex, by the PURCHASER(S) herein, proposed to the LAND OWNERS as well as DEVELOPER herein to purchase the said Flat & Car parking space at a total consideration of **Rs...../-(Rupees**) only.

AND WHEREAS the LAND OWNERS as well as DEVELOPER herein agreed with the said proposal of the PURCHASER(S) herein to sell the said Flat ALONG WITH Car parking spaces

at or for a total consideration of **Rs...../-(Rupees**) only, bearing the highest market price of the prevailing market, subsequently the LAND OWNERS as well as DEVELOPER herein entered into one Deed Agreement for Sale on with the PURCHASER(S) herein to sell the said Flat bearing no. at the **Side**, on**Floor**, measuring Covered area of Sq. ft., more or less, Super Built up area ofSq. ft, more or less, consisting of Rooms, Toilets, Drawing-cum-Dining, Kitchen, Verandah ALONG WITH Car Parking spaces, bearing marked as “”, having an area of Sq. ft, more or less at the ground floor/Basement of the building nameD “*DISA GOURTIRTHA ABASON*” at the said Holding No.38 , Mohalla- Chotonilpur West Para, within the limits of Burdwan Municipality, under Municipal Ward No.14, Police Station-Burdwan, District- Purba Bardhaman, TOGETHER WITH undivided proportionate share of land underneath at the said Holding attributable to the said Flat & Car parking spaces with all common facilities and amenities belonging to the said building as well as the said Municipal Holding and the PURCHASER (S) herein paid a sum of Rs...../-(Rupees) only towards part payment of the said total consideration **Rs...../- (Rupees**) only in respect of the said flat and car parking spaces to the SELLERS as well as DEVELOPER/CONFIRMING PARTY herein on different dates on or before execution of the Deed of Agreement for Sale dated and the DEVELOPER/CONFIRMING PARTY herein received the same.

AND WHEREAS the construction of the said multi-storied residential complex has been completed by the DEVELOPER/CONFIRMING PARTY herein with all common amenities and facilities thereto in the said land, as per terms of the sanctioned Building Plan, more fully described in the FIRST SCHEDULE hereunder written.

AND WHEREAS as per the said Agreement for Sale dated, the LANDOWNERS as well as DEVELOPER/CONFIRMING PARTY herein have agreed to sell and the PURCHASER(S) herein have agreed to purchase the said Flat bearing no. at the Side, on Floor, measuring Covered area of Sq. ft., more or less, Super Built up area..... Sq. ft., more or less, consisting ofBed Rooms, Toilets, Drawing-cum-Dining, Kitchen, Verandah and Car Parking spaces, being marked as "", having an area of Sq.ft., at the ground floor/basement of the building named "*DISA GOURTIRTHA ABASON*" at the said Holding No.38, Mohalla- Mohalla- Chotonilpur West Para, within the limits of Burdwan Municipality, under Municipal Ward No.14, Police Station- Burdwan, District- Purba Bardhaman and other overhead spaces including all the ½ (half) depth of the common walls and ceiling together with undivided proportionate share of land at the said Municipal Holding attributable to the said Flat and covered car parking spaces and fixtures and fittings etc. and common parts, common conveniences, common amenities and facilities thereto at or for Rs./- (Rupees) only which has/have been paid by the PURCHASER(S) herein to the LAND OWNERS as well as DEVELOPER /CONFIRMING PARTY herein, which is also the present market value of the Flat and car parking spaces as per

assessment of the Government and the possession hereof has already been delivered to the PURCHASER(S) herein by the LAND OWNERS as well as DEVELOPER/CONFIRMING PARTY herein, which is more fully described and written in the SECOND SCHEDULE hereunder, the said Flat & Car Parking spaces, *have been delineated with "....." border line in the Maps or Plans annexed herewith, which are attached hereto being the part of these presents.*

NOW THE INDENTURE WITNESSES that in pursuance of the said Agreement and in consideration of the said sum of **Rs...../-** (Rupees.....) only truly has been paid by the PURCHASER(S) to the LANDOWNERS as well as DEVELOPER/CONFIRMING PARTY herein, simultaneously with the execution of these presents (the receipts whereof the LANDOWNERS as well as DEVELOPER/CONFIRMING PARTY herein doth hereby admit and acknowledge in the manner as mentioned in Memo of Consideration hereunder written), the LANDOWNERS as well as DEVELOPER/CONFIRMING PARTY herein doth hereby indefeasibly grant, convey, sell, transfer, assign and assure unto and to the PURCHASER(S) herein, free from all encumbrances ALL THAT the said Flat and Car Parking Spaces, more fully described in the SECOND SCHEDULE hereunder, *the said Flat as well as Car parking spaces have been delineated with "....." border line in the Maps or Plans annexed herewith,* which are attached hereto being the part of these presents, including all structures, fittings, fixtures, lights, liberties, privileges with all rights of ingress and egress and all easement rights and user rights whatsoever belonging to the said Flat and Car parking Spaces AND ALL rights, title, interest, possession, profits, claim, demands whatsoever of the SELLERS herein into or upon the said Flat and Car Parking Spaces and every part thereof hereby sold, conveyed, transferred to the PURCHASER(S) herein including his/her/ their heirs, executors, administrators and assigns absolutely and forever.

That the LANDOWNERS as well as DEVELOPER/CONFIRMING PARTY herein doth hereby for themselves and their heirs, executors, administrators legal representatives and assigns declare and say that notwithstanding any act, deed matter or things made done executed or knowingly suffered to the contrary by the LANDOWNERS or their predecessors-in-interest, the LANDOWNERS as well as DEVELOPER/CONFIRMING PARTY are now lawfully rightfully and absolutely seized and possessed or otherwise well and sufficiently entitled to the said flat as well as car parking spaces and every part thereof hereby granted, conveyed and transferred all rights unto the PURCHASER(S) absolutely and forever.

THAT the LAND OWNERS as well as DEVELOPER/CONFIRMING PARTY herein have full power and absolute authority to sell or transfer the said Flat & Car Parking Space in any manner aforesaid that the PURCHASER(S) herein shall hereafter peaceably and quietly hold, possess and enjoy the said Flat & Car Parking Space as its owners and possessors with absolute right to sell, transfer, gift, mortgage, lease, convey, whatsoever as its owners and possessors.

That the LAND OWNERS as well as DEVELOPER/CONFIRMING PARTY herein doth hereby covenants with the PURCHASER(S) herein to save the said Flat & Car Parking Spaces harmless and shall at all times hereafter indemnify and keep indemnified the PURCHASER(S) herein from or against all encumbrances, losses, damages, charges whatsoever.

That the LAND OWNERS as well as DEVELOPER/CONFIRMING PARTY herein shall at the request and at the cost of the PURCHASER (S) herein do or execute or cause to be done or executed all such lawful acts, deeds whatsoever for further and more perfectly conveying and assuring the said Flat & Car Parking Spaces and every part thereof in the manner aforesaid according to the true intent and meaning of this Deed.

That the PURCHASER(S) herein shall be at liberty to enjoy all rights of ingress and egress and to enjoy all easement rights over and through and to and from adjacent common passage and road and the PURCHASER(S) herein have got every liberty to make all arrangements for electric connection, telephone connection, gas connection, water pipe connection, drainage system over and through the said Flat.

That the LAND OWNERS as well as DEVELOPER/CONFIRMING PARTY herein shall from time to time and at all times hereafter, upon every reasonable request and at the cost of the PURCHASER(S) herein produce or to cause to be produced to the PURCHASER(S) herein at any trial, hearings, commissions, examinations or otherwise as occasions shall require all or any of the deeds, documents, relating to the said Flat & Car Parking Space hereby sold, conveyed and transferred to the PURCHASER(S) herein.

IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE LANDOWNERS as well as DEVELOPER/CONFIRMING PARTY AND THE PURCHASER(S) HEREIN as follows :-

That the PURCHASER(S) herein shall be entitled to sell, gift, mortgage, lease, convey or otherwise alienate the said Flat & Car Parking Spaces to any person or persons without the consent of the LAND OWNERS as well as DEVELOPER /CONFIRMING PARTY herein or any other co-owner or co-owners of the said building.

The PURCHASER(S)' undivided interest in the land or soil shall remain joint for all times with the other flat owners who may hereinafter or hereinbefore have acquired right title and interest in the land and in the flat at the building and the said undivided interest shall remain permanently impartible.

That the PURCHASER(S) herein shall have all rights to mutate their name as owners and possessors in respect of the said Flat & Car Parking Spaces in the Office of Burdwan Municipality, B.L. & L.R.O. Office and in the records of any other Authorities, the LAND OWNERS as well as DEVELOPER/CONFIRMING PARTY herein doth hereby give their consent or approval in writing for the purpose of such mutation and separate assessment, whenever shall be required by the PURCHASER(S).

That the PURCHASER(S) herein shall be liable to pay directly towards payment of owners' and occupiers share of rates, taxes, land revenues and other outgoing charges payable to Burdwan Municipality or to any other Authorities in respect of the said Flat & Car Parking Space hereby sold and transferred to the PURCHASER(S), from the execution and registration of this Deed of Conveyance.

That so long as the said Flat & Car Parking Spaces are not be separately assessed in the name of the PURCHASER(S) herein for the purpose of aforesaid rates, taxes, land revenues and other outgoing charges, in that event the PURCHASER(S) shall pay proportionate share of the aforesaid charges as levied on the said Flat & Car Parking Spaces on and from the date of execution and registration of this Deed of Conveyance.

That the PURCHASER(S) herein shall have full and absolute rights in common with the other co-owners of the said building in respect of proportionate share of common rights, common facilities and common amenities belonging to the said building and belonging to the said Municipal Holding, more fully described in the THIRD SCHEDULE hereunder written, together with the right of the common use and occupation of the roof of the building at the said Municipal Holding with other co-owners of the said Building.

That the PURCHASER(S) herein shall have all right to take electric, telephone, gas, water pipe etc. connections at the said Flat in the name of the PURCHASER at the PURCHASER'S cost through common portions and spaces of the said building as well as the said Municipal Holding.

That the PURCHASER(S) herein shall have all rights of erecting, scaffolding at the common spaces of the said Municipal Holding for repairing, white washing, maintenance, painting, decorating, plastering, constructions in respect of the said flat.

That all expenses for maintenance, repairing in respect of the common parts of the said building including all common areas and common installations of the said building shall be proportionately borne by the PURCHASER(S) herein with the other co-owners of the said building, more fully described in the FOURTH SCHEDULE hereunder and the

PURCHASER(S) herein will enjoy the right of easements of the said building as well as the said Municipal Holding, more fully described and written in the FIFTH SCHEDULE hereunder.

That all expenses for running and operation of all common facilities and amenities including Swimming Pool, machineries, Water Pump, lifts, generators equipments and other installations, including all cost of maintenance and repairing shall be borne by the PURCHASER(S) proportionately with the other co-owners of the said complex.

The PURCHASER(S) along with other Flat Owners of the said Residential Complex named "**DISA GOURTIRTHA ABASON**", shall form Apartment/Flat Owners' Association under the West Bengal Apartment Ownership Act or any other law of the land. The PURCHASER(S) hereby agree and undertake to be a member of the Flat Owners' Association and shall sign and execute the application for membership and all other papers and documents necessary for the formation of the Association and shall duly fill in sign and return those papers within two days of the same bearing forwarded to the PURCHASER(S). After formation of the Apartment/Flat Owners Association, the PURCHASER(s) herein, as member of the Apartment/Flat Owners Association of **DISA GOURTIRTHA ABASON**, shall enter into and execute, Maintenance Responsibility & Liability Entrustment Agreement with the *DEVELOPER/ CONFIRMING PARTY herein*, to entrust and handover the future maintenance responsibility & liability of "**DISA GOURTIRTHA ABASON**" to the *DEVELOPER/ CONFIRMING PARTY herein*, for all times to come, on the terms & conditions including payment of maintenance charges, to be decided before execution of the aforementioned Maintenance Responsibility & Liability Entrustment Agreement. The PURCHASER(S) and other owners/ occupiers of "**DISA GOURTIRTHA ABASON**", shall abide by and perform all rules, bye laws and regulations of the Apartment/Flat Owners Association and pay, proportionately, the necessary taxes, revenue and maintenance charges.

The PURCHASER(S) shall and will own and enjoy the said flat and car parking space and use sewers, drains, Water courses and other common Areas and Facilities as more fully and particularly described in THIRD SCHEDULE hereinafter written in common with the other co-

owners of similar flats and shall be permitted freely to run and pass water and soil through, along or across the same and use of the same as aforesaid in accordance with the rules and regulations or bye-laws formed and abide by the other owners of the flats and Association formed and Registered under the West Bengal Apartment Ownership Act or any other law.

The PURCHASER(S) shall and will observe and perform the terms and bye-laws and Rules and Regulations of the Flat owners' Association.

The PURCHASER(S) shall maintain the said SECOND scheduled mentioned flat and car parking spaces in good condition or order at his /her/ their own cost and shall abide by all bye-laws Rules and Regulations of Government, Burdwan Municipality and/or Association of the Flat Owners of the said Residential Complex or any other authorities and local bodies and shall observe and perform all the terms and conditions contained in this instrument and according to the bye laws, which will be formed time to time.

The PURCHASER(S) hereby covenants to keep the said flat and car parking spaces, its walls, partition wall, sewers, drains, pipes, other fittings thereto belonging in good condition so as to support and protect the other parts of the said flat of the Schedule premises.

The PURCHASER(S) shall not use the said flat and car parking spaces in for any immoral purpose which may or is likely to cause nuisance or annoyance to occupiers of the other flats owners at the said schedule mentioned building namely "*DISA GOURTIRTHA ABASON* " or keep any obnoxious or offensive material nor use the said flat and car parking spaces for immoral purpose.

The walls and fences separating the said flat with the other flats be deemed partly common and the fences the apartment space, soil pipes and water pipes which serve the flats jointly shall be maintained and repaired at the cost thereof borne by all the other flat owners and the PURCHASER(S) for the time being of the same.

That the PURCHASER(S) has/have paid the stamp duty of Rs...../- (Rupees only) and the registration charges of Rs...../- (Rupees

.....Only) i.e. total Rs.-/- (Rupeesonly)
upon the present market value of Rs.....-/(Rupees only)
as assessed by the Government, in the form of Rs. 1,000/- as Non-Judicial Stamp and the
residual amount of Rs.....-/- through e- payment.

It is hereby expressed that the parties herein are given their respective coloured photographs and
finger prints of their respective left and right hands with signature in separate sheets which do
form part and parcel of this deed.

THE FRIST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of 'BASTU' class of land measuring about more or less 54.5
decimals or 33 cottahs or 23,760 Sq. ft. at Mouza- Balidanga, , J.L. No. -35, comprised in R.S.
Khatian No.-613 and L.R. Khantian No. -2055, 5842, 5843 & 5844, R.S. Plot No.-794
corresponding to L.R. Plot No. -1686, under P.s.- Burdwan and Dist.-Purba Bardhaman, within
the local limits of Burdwan Municipality, under ward no-14, Holding No.-38, Chotonilpur West
Para Mahalla, butted and bounded:-

ON THE NORTH:	20ft. wide Itbahata Metal Road.
ON THE SOUTH:	Kamala Dighi.
ON THE EAST:	House of Shakti Pada Dutta.
ON THE WEST:	House of Arun Ghosh.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the said Flat and Car Parking Space)

ALL THAT piece and parcel of self compact and contained residential Flat being no.
....., on..... side of the floor, Block-....., measuring
Covered Area Sq. ft., more or less, Super built up area, more
or less, consisting of..... bed rooms, Dining cum Drawing, kitchen, Toilet W.C. and

Varandah and Car parking space, being marked as “ ”, having an area of Sq.ft., more or less, at the Ground Floor/Basement of the Residential complex named “**DISA GOURTIRTHA ABASON**” at being Municipal Holding No. 38, Mohalla-Chotonilpur West Para, within the limits of Burdwan Municipal, under Municipal Ward No.14, Police Station- Burdwan, District :- Purba Bardhaman, within the FIRST SCHEDULE land, *along with right to park a two wheeler at two wheelers parking space to be provided for common enjoyment* TOGETHER WITH the proportionate undivided share of land of the FIRST SCHEDULE, attributable to the said Flat & Car Parking Space having all common amenities and facilities thereto, more fully described and written in the THIRD SCHEDULE hereunder along with all common amenities and facilities thereto. All the easement rights pertaining to the said Flat & Car Parking Space are to be held and enjoyed by the PURCHASER(S) herein in common with the Owners of the other Flats.

THIRD SCHEDULE

(Common Area and Facilities)

Common area means and includes the undivided proportionate share in land and in common space in the building as follows:

1. (a) Main staircase and landing of all the floors.
(b) All RCC columns, walls & passages.
2. (a) Main entrance gate, open side-space, open front space ,open back space and common passage leading to main entrance gate and top roof of the said multi-storied building.
(b) All Entrances to & Exit from the building with all installations of common use & utility.
3. Water Pump, overhead water tank and underground reservoir and supply pipe line main distribution and Roof will be used for all owners for common purpose including T.V antenna, Aerial, drying cloth, no further loading on the Roof will be allowed.
4. Drainage and Sewers, septic tank.

5. Pump room, meter room.
6. Lift, Swimming Pool & Play Area.
7. Electric Meter Board & installations with electric fittings in common areas.
8. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the said building as or necessary for passage to and occupancy of the flats in common without causing any disturbances to other co-occupiers of the said building.
9. Room with W.C. in the Ground floor for use of Darwan/security staff, other place required to be kept vacant around the building.
10. Roof of the said building will be common for all flat owners.

THE FOURTH SCHEDULE

(Proportionate share towards costs, expenses and outgoings)

- a) The Expenses common in nature like of maintenance, repairing, re-decorating etc. of the said structure and in particular the roof gutter and rain water pipes of the building and electric wires under or upon the building and enjoyed or used by the PURCHASER(S) in common with other occupiers of the said building and the main entrance passage, landing and staircase of the building enjoyed by the PURCHASER(S) or used in common aforesaid and the boundary walls of the building compounds terrace etc.
- b) The expenses of maintaining continuous supply of water for sanitary system to the PURCHASER(S) in the said flat occupied by them.
- c) The cost of cleaning and lighting the entrance of the building , the passage and space around the building, lobby corridors, staircase, lift, water tank, Reservoir enjoyed or used by the PURCHASER(S) as common areas.
- d) Costs of salaries of sweepers and darwans /security guards.
- e) The costs of working and maintenance of electric pumps, motors, tube well and other light and service charges.

- f) Such expenses as are necessary for or incidental to the maintenance and up-keep of the building, including white washing/colour washing.

THE FIFTH SCHEDULE

(Easements)

- a) The right of common passage in the entire common portion.
- b) The right of passage or utilities including connection for telephone, pipes, cables etc. through each and every portion of the building including the said unit.
- c) The right of support shelter and protection of each portion of the building by other and/or others thereof.
- d) The absolutely unfettered and unencumbered right over the common portions subject to the terms and conditions wherein contained.
- e) Such rights support easement and appurtenances as are usually held and occupied or enjoyed as part and parcel of the said undivided share in the said land and/or the said unit.
- f) The right with or without workmen and necessary material to enter upon the building including the said or any other unit for the purpose of repairing any the common portions of repairing any of the common portions or any appurtenances to any unit and or anything comprised in any entry and in all such common excepting emergency upon giving previous notice in writing to the Co-owners affected thereby.

THE SIXTH SCHEDULE

(Government Regarding Management and Maintenance of owners)

1. TITLE & CONSTRUCTION :

1.1 The PURCHASER(S) has/have examined the plan and the title of the LAND OWNERS to the premises, fittings and fixtures as has been provided in the complex including the said unit and has fully satisfied himself with regard thereto and the nature scope of the benefits and rights and interest provided to the PURCHASER(S) and shall not make any claim or demand whatsoever against the LAND OWNERS or put any requisition concerning the nature scope and extent thereof.

2. TRANSFER AND DISBURSEMENT :

2.1 The properties and their rights hereby conveyed to the PURCHASER(S) for each unit shall be one and shall not be partitioned or dismembered in any manner save with the consent of the Association.

2.2 Subject to the provisions contained in this deed and subject to the provisions of the law from the time bearing in force, the PURCHASER(S) shall be entitled to exclusive ownership possession and enjoyment of the said unit and benefits of rights of properties hereby conveyed to the PURCHASER(S) shall be heritable and transferable.

2.3 In case of any transfer, if the PURCHASER(S) divest himself of the Ownership of the said unit then each transfer shall accompanied by the transfer of all shares of interest that the PURCHASER(S) may have in the building and the said land and/or the Association and such transfer shall be subject to the conditions that the transferee shall become the member of the Association and abide by all the rules and pay all amounts payable of and by the PURCHASER(S) hereunder and such transferee shall also have the right and obligations as the

PURCHASER(S) may have hereunder , moreover any transfer shall in any manner in consistent herewith and the covenants herein shall run with the land.

3. MUTATIONS TAXES AND IMPOSITIONS :

3.1 The PURCHASER(S) shall apply for or to have the said unit separately assessed for the purpose of assessment of municipal rules and taxes if and so far the same as allowable in law and shall also apply for the mutation in the same as PURCHASER(S) and/or co-owners in the relevant municipal and other records.

(i) In case the PURCHASER(S) fail to have such mutation of separations made dispute bearing called upon to do so by the Association or in case it be so agreed or deemed expedient than in such event the Association shall be entitled to have the same effected at the costs and expenses of the PURCHASER(S) .

3.2 Until such time said unit and be separately assessed and/or mutated in respect of municipal rates and taxes or impositions and the such municipal rates and taxes of impositions as be deemed reasonable from time to time by the Association having regard to the areas rental income and/or safety of the said unit subject to payment of a minimum of charge per month in case the said unit be occupied by the PURCHASER(S) for its own use.

(i) Upon the separation and/or mutation of the said unit for the purpose of liability or municipal rates and taxes and impositions and the PURCHASER(S) shall pay wholly such tax of impositions in respect of the said unit.

3.3 Besides the amount such municipal rates, taxes and impositions the PURCHASER(S) shall also bear and any all other taxes and impositions including Urban Land Tax (if any) Water Tax, etc. in respect of the building proportionately and/or the said unit wholly.

3.4 Besides the amount of all such taxes and impositions the PURCHASER(S) shall also be liable to pay the penalty interest costs charges and expenses for and in respect of all or any of such taxes or impositions proportionately.

3.5 The liability of payment of the PURCHASER(S) of all such taxes, impositions and outgoings after the PURCHASER take physical possession of the said unit.

3.6 The PURCHASER(S) shall be at liberty to pay sums, from time to time as it may, deem fit and proper towards the aforesaid rates and taxes and out of the said premises.

4. MANAGEMENT AND MAINTENANCE OF THE COMMON PORTIONS:

4.1 Upon the PURCHASER(S) fulfilling obligations and covenants hereunder the Association shall manage, maintain and control the common parts and do all acts, deeds and things as may be necessary or expedient for the common purpose and the PURCHASER(S) shall co-operate with Association.

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

SIGNED SEALED AND DELIVERED by the developer at Burdwan

in Presence of:-

1.

SIGNATURE OF THE LAND OWNERS

2.

SIGNATURE OF PARTNER OF DISA ENTERPRISE
ON BEHALF OF OWNERS, AS THEIR LAWFULLY
CONSTITUTED ATTORNEY AS WELL AS
DEVELOPER/ CONFIRMING PARTY.

SIGNATURE OF PURCHASER (S)

Drafted by

(SUBRATA GHOSH)

Advocate

Dist. Judge's Court, Burdwan.

Enrolment No. - WB-1325/2002.

Typed by

(Subir Banerjee)

Dist. Judge's Court, Burdwan

DISA ENTERPRISE
Subir Banerjee
Partner