

THIS INDENTURE is made on this day of , TWO
THOUSAND TWENTY FIVE

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- (1) SMT. SANGEETA BARUI (PAN – AGHPB9881H), wife of Sri Arun Kumar Barui, (2) SRI RAAJ BARUI (PAN – BJIPB7663Q), son of Sri Arun Kumar Barui, both by faith Hindu, by Nationality Indian, by occupation Business, both residing at 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.S. Dum Dum, Kolkata – 700028, West Bengal, hereinafter called the “OWNERS/VENDORS” (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and assigns) of the FIRST PART.

The owners herein represented by their constituted attorney “SHREE GANAPATI HANUMATE DEVELOPER” (PAN – AFBFS7558B) a Partnership Firm having its registered office at 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.S. Dum Dum, Kolkata – 700028, West Bengal, represented through its managing partner namely SRI ARUN KUMAR BARUI (PAN – ADTPB2681A), son of Ram Ekbal Barui, by faith Hindu, by Nationality Indian, by occupation Business, residing at 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.S. Dum Dum, Kolkata – 700028, by virtue of registered Development Power of Attorney dated 25.04.2025 duly registered at the office of Additional District Sub- Registrar office Bardhaman, recorded in Book No. I, Volume No. 0203-2025, Pages 74585 to 74615, Being No. 020302891 for the year 2025.

AND

“SHREE GANAPATI HANUMATE DEVELOPER” (PAN – AFBFS7558B) a Partnership Firm having its registered office at 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.S. Dum Dum, Kolkata – 700028, West Bengal, represented through its managing partner namely SRI ARUN KUMAR BARUI (PAN – ADTPB2681A), son of Ram Ekbal Barui, by faith Hindu, by Nationality Indian, by occupation Business, residing at 35/1, J.N. Tewari Road, Dum Dum Cantonment, P.S. Dum Dum, Kolkata – 700028, West Bengal, all are by faith –

Hindu, by occupation- Business, by Nationality Indian, hereinafter called the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to include his respective heirs, executors, administrators, representatives and assigns) of the SECOND PART.

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, hereinafter referred to as the "PURCHASERS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs executors administrators legal representatives and assigns) of the THIRD PART.

WHEREAS the land owners i.e. First Part are absolutely seized and possessed of the Bastu land measuring 3050 Sq.ft. or 7.00 decimals more or less situated at Mouza Gopalnagar, J.L. No. 78, Previous L.R. Khatian No. 1326, Present L.R. Khatian Nos. 2833 & 2824, comprised in R.S. Plot & L.R. Plot No. 71, within the limits of Burdwan Municipality, Ward No. 12, Holding No. 4/1, Kanainatsal East Mohalla, P.O. Sripally, P.S. Burdwan, District – Purba Burdwan, in the State of West Bengal, more fully and particularly described in the Schedule "A" hereunder written.

AND WHEREAS that 3050 Sq.ft. or 7.00 decimals more or less land in R.S. Plot & L.R. Plot No. 71, situated at Mouza Gopalnagar, previously owned and possessed by Bhisma Dev Sau and while he was in possession of the same, he acquired a better and independent right, title, interest and peacefully possessed over the same and his name was duly been recorded in the

concern L.R. record of rights, vide L.R. Khatian No. 1326 of Mouza Gopalnagar and the Govt. taxes and others taxes were paid by him and thereafter he had exercised his respective rights of ownership openly and to the knowledge of all concern without any claim, question or demand being raised by anybody.

AND WHEREAS that while the said Bhisma Dev Sau was in possession of that property, he transferred the same i.e. 3050 Sq.ft. or 7.00 decimals more or less land in R.S. Plot & L.R. Plot No. 71, situated at Mouza Gopalnagar, under the jurisdiction of Burdwan Municipality (which is mentioned in the schedule hereunder) to his daughter Arumita Hati by virtue of a Registered Deed of Gift, being Deed No. 020305408, for the year 2023, Execution dated 28.06.2023, vide Volume No. 020-2023, Pages from 133364 to 133385, in the office of Burdwan Additional District Sub-Registry office.

AND WHEREAS after got the above mentioned 3050 Sq.ft. or 7.00 decimals more or less land in R.S. Plot & L.R. Plot No. 71, situated at Mouza Gopalnagar, under the jurisdiction of Burdwan Municipality through the Gift deed, said Arumita Hati

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acquired a better and independent title and peacefully possessed over the above mentioned property (which is also mentioned in the schedule hereunder) and thereafter said Arumita Hati had exercised her respective rights of ownership openly and to the knowledge of all concern without any claim, question or demand being raised by anybody.

AND WHEREAS as the owner and possessor of that property, said Arumita Hati again transferred her all rights title and interest and possession in respect of the said 3050 Sq.ft. or 7.00 decimals more or less land in R.S. Plot & L.R. Plot No. 71, situated at Mouza Gopalnagar, under the jurisdiction of Burdwan Municipality (which is also mentioned in the schedule hereunder) to

the present owners and possessors Smt. Sangeeta Barui wife of Sri Arun Kumar Barui & Sri Raaj Barui son of Sri Arun Kumar Barui, by virtue of a Registered Deed of Sale, being Deed No. 020105174, in the year 2023, Execution dated 07.07.2023, vide Volume No. 0201-2023, Pages from 97999 to 98020, in the office of Burdwan District Sub-Registry office - I.

AND WHEREAS being the present owners and possessor of the entire 3050 Sq.ft. or 7.00 decimals more or less land in R.S. Plot & L.R. Plot No. 71, situated at Mouza Gopalnagar, under the jurisdiction of Burdwan Municipality, said Smt. Sangeeta Barui wife of Sri Arun Kumar Barui & Sri Raaj Barui son of Sri Arun Kumar Barui, i.e. the present Land owners acquired a better and independent right, title, interest and peacefully possessed over the same and their names was duly been recorded in the concern L.R. record of rights, vide L.R. Khatian Nos. 2833 & 2824, of Mouza Gopalnagar and the Govt. taxes and others taxes were paid by them to the concern authority and thereafter they exercise their respective rights of ownership openly and to the knowledge of all concern without any claim question or demand being raised by anybody.

AND WHEREAS now the said LAND OWNERS Smt. Sangeeta Barui wife of Sri Arun Kumar Barui & Sri Raaj Barui son of Sri Arun Kumar Barui, i.e. First Part being the owners and possessors of schedule "A" mentioned property are desirous of construction of a multi-storied building containing several self-contained flats, parkings etc. upon 3050 Sq.ft. or 7.00 decimals more or less land in R.S. Plot & L.R. Plot No. 71, situated at Mouza Gopalnagar, J.L. No. 78, Previous L.R. Khatian No. 1326, Present L.R.

Khatian Nos. 2833 & 2824, comprised in R.S. Plot & L.R. Plot No. 71, within the limits of Burdwan Municipality, Ward No. 12, Holding No. 4/1, Kanainatsal East Mohalla, P.O. Sripally, P.S. Burdwan, District – Purba Burdwan, in the State of West Bengal.

AND WHEREAS that a large portion of land measurement being 3050 Sq.ft. or 7.00 decimals land thereon as mentioned in the schedule of property which is unmaintained and thereby the owners has taken decision to construct a multi-storied residential building inclusive of flats/residential units and Car Parking spaces and to develop the premises which is not being looked after by the owners due to their inexperience in the field of maintenance of property and also occupational dilemma as well as health and habitation uncertainly in the City of Burdwan and thereby the owners has taken decision to construct the multi-storied residential building inclusive of flats/residential units and Car Parking spaces and to develop the premises.

AND WHEREAS the owners herein entered into registered Development Agreement dated 25.04.2025 duly registered at the office of Additional District Sub- Registrar office Bardhaman, recorded in Book No. I, Volume No. 0203-2025, Pages 74258 to 74316, Being No. 020302874 for the year 2025 with the Developer herein and authorize the developer to develop the property and to construct a multi storied building on the said property on the terms and conditions and consideration mentioned therein and also registered a Development Power of Attorney dated 25.04.2025 duly registered at the office of Additional District Sub- Registrar office Bardhaman, recorded in Book No. I, Volume No. 0203-2025, Pages 74585 to 74615, Being No. 020302891 for the year 2025 in favour of the Developer.

AND WHEREAS the Developer constructed the Multi storied building on the said property in accordance with the plan sanctioned by the Burdwan Municipality, vide Plan No. _____, consisting several residential flats, shops, garages etc.

AND WHEREAS the Owners /Vendors & Developer agree to sell and the Purchasers agree to purchase a residential Flat being Flat No. _____ on the Floor measuring carpet area _____ Sq.ft. super built up area _____ Sq.ft. more or less at Holding No. 4 /1, Kanainatsal East Mohalla, P.O. Sripally, P.S. Burdwan,

District – Purba Burdwan, within the limits of Burdwan Municipality, Ward No. 12, in the State of West Bengal, morefully and particularly described in the Second Schedule hereunder written together with

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proportionate share and interest on the land described in the First schedule at the total consideration of Rs. only.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said sum of Rs. only of the lawful money paid by the Purchasers to the Vendors and Developer on or before the execution of these presents (the receipt whereof the Vendors/Developer do hereby admit and acknowledge) and from the payment of the same and every part thereof forever acquit release and discharge in favour of the Purchasers and also the said flat with common parts and portions and the easement right and the Vendors and Developer do hereby grant convey transfer assure and assign in favour of the Purchasers ALL THAT one residential Flat being Flat No. on the Floor measuring carpet area `Sq.ft. super built up area `Sq.ft. more or less at Holding No. 4/1, Kanainatsal East Mohalla, P.O. Sripally, P.S. Burdwan, District – Purba Burdwan, within the limits of Burdwan Municipality, Ward No. 12, in the State of West Bengal, more fully described in the second schedule hereunder written and ALL THAT undivided proportionate share and interest of the land in which the said flat is situated being a portion of at Holding No.28/A, Southpara, Ward No.14, under Burdwan Municipality more fully described in the first schedule hereunder written with right to common parts in connection with other Owner /occupiers of the said building TO HAVE AND TO HOLD the said Flat with undivided proportionate share or right and interest of the land described in the First schedule hereunder written and hereby granted sold and/or transferred with the common parts forever and the Vendors have good right full power absolute authority and indefeasible title to grant convey, sell and transfer assign and assure the said property hereby granted sold and conveyed or expressed or intended so to be unto and to the use of the Purchasers and the Purchasers shall and may at all times

hereafter peaceably and quietly possess and enjoy the said property and every part thereof and receive the rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully claiming or equitably from under or in trust from them and the Vendors and developer shall and will from time to time at all times hereafter at the requests and costs of the Purchasers their heirs, executors, administrators, representatives and assigns do and execute or cause to be done or executed all such acts, deeds, things whatsoever for further better and more perfectly assuring the said flat every part thereof .

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AND TO HAVE AND TO HOLD UNTO to the use of the Purchasers according to the true intent and meaning of this deed as shall or may be reasonably required. The said flat and the undivided proportionate share of the said land including common portions the common parts common easements rights paths and passages and all other properties hereby conveyed in the said building are freed discharged from and against all manner of encumbrances trusts, liens, impendence etc. whatsoever. The Developer has every right to sell the car parking area any other intending purchasers. The purchasers herein have no right to use the car parking area of the building.

The Purchasers shall use the said Flat for the residential purpose for which it is constructed. The Purchasers shall also pay from the date of possession of the said flat the proportionate share of the consolidated municipal taxes which shall be payable from time to time and at all times other impositions including betterment fees if any which shall be decided between Purchasers and all other Purchasers Owner or occupiers of the flat of the building. The Purchasers undertake to be a member of the society or Association to be formed consisting of all the Purchasers Owner or occupiers of the flat for the purpose of management, maintenance administration and the said premises and in particular the common parts of the building and common portions of the premises.

The Purchasers have examined the plan the title of the Vendors and the Developer to the said property the common parts and the common portions and the facilities provided or being provided in the said building including the said flat and has fully satisfied themselves with regard to title of the Vendors and/or the developer of the plan and the nature scope and extent of the benefits of the interest provided to them and shall not make any claim or demand whatsoever against the Vendors and/or the Developer in this respect.

- 1.The Purchasers shall not obstruct the Vendors and the Developer or the society or Association its act relating to the common purposes. The Purchasers shall not injure harm or damage common parts of the common portions or to any other units in the building by making any addition or alteration or withdrawing any support or otherwise shall not alter the entire portion elevation of colour scheme of the said flat the said building or shall not throw or accumulated or cause to be done thrown or accumulated any dirt or rubbish or other refuse with the said flat or in the common parts of the common portions except at the place indicated thereof or shall not place or cause to be placed any articles or objects to in the

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common parts of the common portions passage as permitted by the society to be formed and shall not carry on or cause to be carried on any obnoxious noisy illegal or immoral activity in the said flat of anywhere else in the said building or shall not keep or store any offensive combustible obnoxious dangerous articles in the said flat or the common parts of the common portions.

- 2.The society Association as the case may be shall have the exclusive right in its sole discretion to make rules regulations for the purpose of maintenance security upkeep and administration of the general common areas and facilities and the building as well as regulating the entry of the Purchasers agents servants and/or visitor (the entry) in the flat and general common areas and facilities for security reasons and the Purchasers shall comply with all such

rules and regulations as shall be laid down by the society or Association.

3. The Purchasers shall not at any time demolish or cause to be demolished damage or cause to be damaged the said flat nor take any alteration or deviation railing and grills design and outside colour scheme of the said Apartment.
4. The Purchasers shall have common title and interest in the soil as more fully described in the first schedule hereunder written which shall remain joint for all times with the other Co-Owner who may have or hereto before have acquired right title and interest in the said land and in any flat in the building and the said land is impartible.
5. The Purchasers at their own costs beside joint electric meter is entitled to install separate electric meter from the authority for their said flat. The said flat with undivided proportionate share and interest in the land on which the said building is erected together with common parts or portions and easements are heritable and transferable like other properties. The Purchasers shall have absolute right to sell transfer gift, convey the said flat like other properties.
6. The cost of maintenance of the roof will be borne by all occupiers. The Purchasers may use the roof of the building purely on temporary basis i.e. for holding any social or marriage function with the consent of the Developer/ Association and the Purchasers shall clean the roof after the function is over at their own cost. PROVIDED ALWAYS the Purchasers shall have absolute right to sell, transfer, Gift, Mortgage the said flat in any manner they likes.

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THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the entire property)

ALL THAT piece and parcel of Bastu land measuring 3050 Sq.ft. or 7.00 decimals more or less situated at Mouza Gopalnagar, J.L. No. 78, Previous L.R. Khatian No. 1326, Present L.R. Khatian Nos. 2833 & 2824, comprised in R.S. Plot & L.R. Plot No. 71, within the limits of Burdwan Municipality, Ward No. 12, at Holding No. 4/1, Kanainatsal East Mohalla, P.O. Sripally, P.S. Burdwan, District – Purba Burdwan, in the State of West Bengal under A.D.S.R.O. Bardhaman,

which is butted and bounded in the manner following: -

ON THE NORTH : by Land in L.R. Plot No. 72.

ON THE SOUTH : by 28`ft. wide Salbagan More to D.V.C. Road.

ON THE EAST : by Part portion of Land in L.R. Plot No. 71.

ON THE WEST : by Part portion of Land in L.R. Plot No. 71.

THE SECOND SCHEDULE ABOVE REFERRED TO :-

ALL THAT one Tiles flooring residential Flat being Flat No. on the Floor measuring carpet area `Sq.ft. super built up area `Sq.ft. more or less consisting of Bed Rooms, 1Kitchen, 1dining Room, Toilet and Balcony of the said building lying and situated at Holding No. 4/1, Kanainatsal East Mohalla, P.O. Sripally, P.S. Burdwan, District – Purba Burdwan, in the State of West Bengal under A.D.S.R.O. Bardhaman, together with proportionate share or interest in the land described in the Schedule 'A'. There is Lift in the building.

THE THIRD SCHEDULE RFEERRED TO

(The common areas& Utilities area)

1. The entire land or space lying vacant within the said premises.
2. The space within the building comprised of the entrance hereto, staircase landings, Lift and lift wall, lobbies garages, Meter room and the roof.
3. The foundation columns girders, beams, supports main walls the main gate and the premises and the possession land to the building and the staircase .
4. Water Tank on the top floor of the building , pump motor pipes ducts and all apparatus and installations in the premises for common use .
5. Septic Tank, sock pits and the sewerage lines thereto connected.

6. The costs of maintenance of the roof will be borne by all the occupiers.
The Purchasers may use the roof of the building purely function

with the consent of the Association and the Purchasers have clean the roof after the function is over at their own costs.

7. However the flat Owner shall have the right to go to terrace for inspection of the overhead water Reservoir pipe line and install T.V. Antenna .

8. All other facilities and amenities in the premises which are intended for common use.

9. Lift and lift wall.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Right and obligations of the Purchasers)

1. That the Purchasers shall and will own and enjoy the one residential Flat being Flat No. on the Floor measuring carpet area `Sq.ft. super built up area `Sq.ft. more or less on the said land described in the first schedule hereto whereof undivided proportionate share of land have been purchased by the Purchasers as per the said building plan approved and sanctioned by the local Municipality together with rights in common with all other persons lawfully entitled hereto all sewers drains water courses and all proportionate rights in respect of all the common areas mentioned in the third schedule above written .

2. That the Purchasers shall become and remain members of the society, company or Association to be formed by the consisting Owner of the other flat Owner of all flats shops and garages owner of the building fully described in the first schedule above written and of the other flats for the purpose of attending to safe guarding and maintaining all matters and common interest like repairs white washing out side of the building and common colour washing or painting of the common parts of the building and repairing roads staircase compound walls and all other common amenities.

3. That the Purchasers shall and will observe and perform the term and

conditions and bye-laws and the rules and regulations of the said society, company or Association.

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4. That the Purchasers shall not any time carry on or cause to carrying on the flat hereby sold and conveyed or any part thereof or in the said flat any trade or business whatsoever.
5. That the Purchasers shall and will give the Owner of the other flats the necessary vertical horizontal and lateral support for their flat and also a right of any way over all common Road, staircase passages etc. and shall and will be entitled to similar rights from and other Owner of the said building .
6. The Purchasers shall have the right to entry in the other flat of the said building for the purpose of effecting repair or service pipe lines and portions of their flat as may reasonably necessitate such entry with a week's advances intimation of their such intention enter to the Owner concerned and shall and will allow Owner of other flats such entry into their flat areas under similar circumstances and upon having similar prior notice in written .
7. The Purchasers shall be liable to pay directly to the Municipality and/ or other appropriate authority or contribute in proportion to the floor area of the said flat towards or in the account of the payment of municipal taxes and other outgoings payable in respect of the said plot of land or/ and the premises. The Purchasers shall mutate their names in the records of local Municipality in respect of their flat and proportionate share of land.
8. The Association of the flat Owner shall be formed by the Purchasers herein jointly with all other flat Owner in the building and submit the same under the provisions of the West Bengal Apartment Ownership's Act 1972, and for that the Purchasers shall and will sign and execute all forms retunes declarations and documents as may

from time to time become necessary.

9. The Purchasers shall have full proprietary right on the said flat and undivided proportionate share of land and the Purchasers shall be entitled to sell mortgage let out lease out or transfer in anyway permitted by law without requiring to have or seek any consent for the purpose from the Vendors or Developer or any other Owner or occupiers .
10. The Purchasers undivided interest in the said soil of land described in the first schedule hereunder written shall remain joint with the Owner of the flat Owner of the said building it being hereby further described that the interest in the said soil or the said plot of land is impartiable.

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TAXES AND IMPOSITIONS:

1. Until such time as the flat comprised in the said flat separately assessed and/or mutated in respect of the municipal taxes and the Purchasers from the date of its occupation of the said flat bear and pay such proportion or such municipal taxes and taxes or impositions as may be deemed reasonable from time to time be the Vendors or society Association upon its formation.
2. Apart from the amount of such Municipal Rates and taxes impositions. The Purchasers also bear and pay all taxes and impositions including multi-storied building tax urban Land Tax, Service tax, if and when necessary in respect of the said building proportionately and the said flat wholly.
3. All proportionate costs of the maintenance operating replacing white washing painting rebuilding reconstructing decorating redecorating including the outer walls of the building and boundary walls as determined by the Association to be formed.

THE FIFTH SCHEDULE REFERRED TO

(Common expenses)

1. The expenses of maintaining repairing constructing and renewing the main structure and the drainage system rain water discharge arrangements, arrangements for supply of electricity and all common areas contained in the said premises.
2. The cost of cleaning and lighting the entrance of the building the passage and space around the building corridors staircase, lift.

3. Cost of repairing and decorating the exterior of the building.
4. All taxes levies and impositions deposits etc. for the premises as a whole.
5. All litigation costs relating to the common portions / parts and common interest in the building.
6. All salaries wages fees and remuneration of all workmen staff and experts engaged and hired for the common purpose .
7. Costs of maintaining operating replacing and installations implements including, pump, motor pipes lights etc for common services .
8. Premium of insurance for the building if any.
9. Such expenses as would be necessary for or incidental to the said maintenance and upkeep of the premises and of the common areas facilities and amenities.

Ten finger impression of the Vendors, the developer and the Purchasers are enclosed.

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

SIGNED SEALED AND DELIVERED

In the presence of: -

1.

SIGNATURE OF THE VENDORS

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

DEED PREPARED BY

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RECEIVED of and from the within named Purchasers within mentioned sum of
Rs. only as per memo below :-

MEMO OF CONSIDERATION

<u>Dated</u>	<u>Cheque No.</u>	<u>Bank and Branch</u>
<u>Amount</u>		

Total Rs.

(Rupees) only.

WITNESSES:

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2.

SIGNATURE OF THE DEVELOPER