

## **INDENTURE DEED**

### **By and Between**

**THIS DEED OF SALE is made on this   th Day of November, 2025  
Between**

**(1) MR. GOUTAM DASGUPTA (PAN -ACQPD7961H),** S/O Late Jimut Dasgupta,  
**(2) MR. PARTHA DASGUPTA (PAN -ACXPD4313L),** S/O Late Jimut Dasgupta,  
both by faith Hindu, by Nationality Indian, by occupation Retired from Service,  
both residing at Megh Mollar, Bongpur, P.O.- Sripally , P.S.- Burdwan, Dist.- Purba  
Bardhaman, Pin- 713103, West Bengal.

**(3) MR. JAY PRAMANIK ( PAN - AYNPP2946D)** S/O Late Sujay Lal Pramanik,  
by Faith Hindu, by Nationality- Indian, by Occupation – Service and residing at  
51/46 A Harakali Colony, Motijheel, P.O.- Dum Dum, P.S.- Dum Dum, Dist – North  
24 Parganas, Pin- 700074.

**(4) MRS. SUMITA BHATTACHARYYA (PAN- BVDPB3842C)** W/O Sri Mihir  
Bhattacharyya, D/O – Late Jimut Dasgupta, by Faith Hindu, by Occupation –  
Housewife, by Nationality- Indian and residing at Bibekananda College Road,  
P.O.- Sripally, P.S.- Burdwan Sadar, Dist. – Purba Bardhaman, Pin – 713103 West  
Bengal. hereinafter called and referred to as the **OWNER/VENDOR** (which terms  
and expressions shall unless excluded by or repugnant to the context be deemed  
to include their respective heirs, executors, administrators, representatives and  
assigns) of the **ONE PART / FIRST PART.**

**The OWNERS are Represented by their Attorney “SB CONSTRUCTION”** - a Partnership Firm duly incorporated under the Indian Partnership Act 1932, having its registered office at 59 Pilkhana Lane, Holding no. 59/1, Ward no. 33, Burdwan P.O. & P.S.-Burdwan District Purba Bardhaman, Pin- 713104, represented through its Managing Partner namely –

- (1) **SRI BISWAJIT MUKHERJEE** (PAN: BEXPM0813H) son of Sri Arun Mukherjee, by faith Hindu, by Occupation - Business, resident of Rajganj Kalabagan P.O.-Natunganj, P.S. - Burdwan District – Purba Burdwan, Pin -713102, W.B.
- (2) **SRI. SUDIP AGARWAL** (PAN: AGIPA6162H) S/o Late Jay Prakash, Occupation by Business, residing at 39, Dr. A.B Mukherjee Road, Marwari Thakur Bari, Borehat Burdwan P.O-Natunganj, P.S-Burdwan Dist. Purba Bardhaman, West Bengal, India – 713102 - by virtue of Development Power of Attorney ( After Registered Development Agreement, dated 24/07/2025, being Deed No. I - 4953 for the year 2025 which was registered in the office of the Additional District Sub Registrar at Burdwan) , which was registered in the office of the Additional District Sub Registrar at Burdwan, and recorded in Book - I, Volume Number 0203-2025, page from 137304 to 137360, Being No, I - 4970 on Dated – 24 Day of July for the year 2025.

**S B CONSTRUCTION** (PAN no. AFMFS2772L) a Partnership Firm duly incorporated under the Indian Partnership Act 1932, having its registered office at 59 Pilkhana Lane, holding no. 59/1, Ward no. 33, Burdwan P.O. & P.S.-Burdwan District Purba Bardhaman, Pin- 713104, having been reconstructed on 12.06.2025 now being represented through its Managing Partners namely—

- (1) **SRI BISWAJIT MUKHERJEE** (PAN: BEXPM0813H) son of Sri Arun Mukherjee, by faith Hindu, by Occupation - Business, resident of Rajganj Kalabagan P.O.-Natunganj, P.S. - Burdwan District – Purba Burdwan, Pin -713102, W.B.
- (2) **SRI. SUDIP AGARWAL** (PAN: AGIPA6162H) S/o Late Jay

Prakash, Occupation by Business, residing at 39, Dr. A.B Mukherjee Road, Marwari Thakur Bari, Borehat Burdwan P.O-Natunganj, P.S-Burdwan Dist. Purba Bardhaman, West Bengal, India – 713102.

- hereinafter jointly and severally called the FIRST PARTY/SELLER (which expression shall unless excluded by or repugnant to the context be deemed to include its successors, legal representatives and assigns) of the FIRST PART.

**AND**

**S B CONSTRUCTION** (PAN no. AFMFS2772L) a Partnership Firm duly incorporated under the Indian Partnership Act 1932, having its registered office at 59 Pilkhana Lane, Holding no. 59/1, Ward no. 33, Burdwan P.O. & P.S.- Burdwan District Purba Bardhaman, Pin- 713104, having been reconstructed on 12.06.2025 now being represented through its Managing Partners namely—

- (3) **SRI BISWAJIT MUKHERJEE** (PAN: BEXPM0813H) son of Sri Arun Mukherjee, by faith Hindu, by Occupation - Business, resident of Rajganj Kalabagan P.O.-Natunganj, P.S. - Burdwan District – Purba Burdwan, Pin -713102, W.B.
- (4) **SRI. SUDIP AGARWAL** (PAN: AGIPA6162H) S/o Late Jay Prakash, Occupation by Business, residing at 39, Dr. A.B Mukherjee Road, Marwari Thakur Bari, Borehat Burdwan P.O-Natunganj, P.S-Burdwan Dist. Purba Bardhaman, West Bengal, India – 713102. (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, assigns, nominee or nominees) of the **DEVELOPER / SECOND PART.**

**AND**

**(If the Allottee is an Individual)**

Mr./ Ms.\_\_\_\_\_, (Aadhar no. \_\_\_\_\_)son /  
 daughter of  
 \_\_\_\_\_aged about \_\_\_\_\_residing at \_\_\_\_\_,(PAN \_\_\_\_\_),herein  
 after called the “Allottee” (which expression shall unless  
 repugnant to the context or meaning thereof be deemed to  
 mean and include his/ her heirs, executors administrators,  
 successors-in-interest and permitted assignees).

**WHEREAS**

A. **(i) MR. GAUTAM DASGUPTA**, (PAN – ACQPD7961H) S/o-  
 Late Jimut Dasgupta, by faith Hindu, by Occupation: Retired  
 from Service, an Indian National and residing at Megh  
 Mollar, Bongpur, P.O. Spirally, P.S. Barddhaman, Dist.  
 Purba Bardhaman, Pin-713103.

**(ii) MR. PARTHA DASGUPTA**, (PAN-ACXPD4313L) S/o-  
 Late Jimut Dasgupta, by faith Hindu, by Occupation: Retired  
 from Service, an Indian National and residing at Megh Mollar,  
 Bongpur, P.O. Sripally, P.S. Barddhaman, Dist. Purba  
 Bardhaman, Pin-713103

**(ii) MR. JAY PRAMANIK**, (PAN – AYNPP2946D) S/o Late Sujay  
 Lal Pramanik, by faith Hindu, by Occupation: Service, an Indian  
 National and residing at 51/46 A Harakali Colony, Motijheel,  
 P.O- Dum Dum, P.S-Dum Dum Dist. North 24 Parganas Pin-  
 700074.

**(iv) MRS. SUMITA BHATTACHARYYA,(PAN-BVDPB3842C)**  
W/o Sri Mihir Bhattacharyya, D/o- Late Jimut Dasgupta, by faith Hindu, by Occupation: Housewife, an Indian National and residing at Bibekananda College Road, P.O- Spirally, P.S- Burdwan Sadar Dist. Purba Bardhaman Pin-713103 - are the sole and absolute owners, and are absolutely seized and possessed or otherwise well and sufficiently entitled to the Lands, hereditaments and premises as stated in the Schedule specifically thereon, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more specifically described in the Schedule hereinafter written in respect of which the aforesaid Owners are the rightful owners and possessors of the Schedule mentioned property without the intervention of any third party. Whereas the OWNERS have acquired the property with structure by virtue of inheritance according to the provision of Hindu Succession Act, 1956 from their Predecessors namely Late Suprava Dasgupta who had acquired the 1/5<sup>th</sup> share of the schedule property during her life time by the virtue of inheritance from her husband Late Jimut Dasgupta and further had acquired the rest 4/5<sup>th</sup> share of the schedule property by the virtue of a Gift Deed Being No.1153 for 2020 registered at A.D.S.R, Burdwan from the other legal heirs of her husband and subsequently got mutated the said property in the L.R. Khaitan at B.L.& L.R.O and in the Holding of Burdwan Municipality. The OWNERS have been owning and possessing the same by acquiring the absolute right title & interest over the aforesaid property without the hindrance of others by mutating their names in the L.R.R.O.R under L.R Khaitan no. 2574, 2575, 2576 & 2577 being finally framed and published as per the provision of West Bengal Land Reforms Act, 1955 and even had/has been paying the taxes to the Government as well as to the local Municipal Authority and even he had/has exercised his respective rights of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

**B.** Whereas the **OWRERS** is the absolute and lawful owner of their acquisition of title in respect of the schedule property have been jointly owning and possessing the same consisting of 7 decimals or 3049.2 Sq. Ft. i.e., 4.235 Kathas of Land totally admeasuring.

The OWRERS since their acquisition of title in respect of the schedule property have been jointly owning and possessing the same consisting of 7 decimals or 3049.2 Sq. Ft. i.e., 4.235 Kathas of Land and the OWNERS have been owning and possessing the same by acquiring the absolute right title & interest over the aforesaid property without the hindrance of others by mutating their names in the L.R.R.O.R under L.R Khatian no. 2574, 2575, 2576 & 2577 being finally framed and published as per the provision of West Bengal Land Reforms Act, 1955 and even had/has been paying the taxes to the Government as well as to the local Municipal Authority and even he had/has exercised his respective rights of absolute ownership in respect thereof by owning and possessing the same to the knowledge of all concern without any claim question or demand being raised by anybody in this behalf.

The OWNER and the PROMOTER have entered into a Development Agreement dated 24/07/2025 registered at the Office at A.D.S.R at Purba Bardhaman in Book no. I, Pages from 137304 to 137360 being **no. I - 4353** of the Year **2025**.

**C.** The OWNERS are the absolute owners and are absolutely seized and possessed or otherwise well and sufficiently entitled to the Lands, hereditments and premises as stated in the Schedule specifically thereon, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more specifically described in the Schedule hereinafter written in respect of which the aforesaid Owners are the rightful owners and possessors of the Schedule mentioned property without the intervention of any third party.

**D.** The OWNERS since their acquisition of title in respect of the schedule property have been jointly owning and possessing the same and there is a large portion of land consisting of 7 decimals or 3049.2 Sq. Ft. i.e., 4.235 Kathas of Land along with structure thereon being the Schedule mentioned property is lying and remained as unmaintained and thereby the OWNERS have taken decision to demolish, dismantle, disintegrate and dissolve the existing construction and thereafter to construct multistoried residential building/buildings along with residential building cum housing complex inclusive of Flats/Residential Units and Car Parking Spaces by constructing building/s 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 ill health and habitation uncertainty in the City of Burdwan and thereby the OWNERS have jointly unanimously taken decision to demolish the present old construction and to construct of Residential building/ buildings along with residential building cum housing complex comprised of Multiple Flats/Residential Units/Car Parking Spaces and to develop the premises.

**E.** The OWNERS neither have the capacity nor have the ability both financially and technically and also nor have any experience nor have the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with Residential building cum housing complex by erecting multistoried Residential building/buildings along with Residential building cum housing complex thereon inclusive of Flats and Car Parking Spaces over the aforesaid property which stands free from all encumbrances. The land within the jurisdiction of the Burdwan Municipality at Purba Bardhaman more fully described in the schedule of this development agreement written and hereinafter referred to as the said property, and said above mention land OWNERS herein who is agreed to develop his property with the developer herein to this development agreement and full consent for develop and as well as construction over the schedule mentioned property at the cost of the developer.

**F.** The OWNER is in need of a firm/person who would take up the project and start and compete the building by taking all sorts of steps for developing the said property and start and completing the proposed building by providing fund from his own source.

**G.** That the said Owners herein decided to construct a building on the said land as per plan to be obtained from the Burdwan Municipality and accordingly the said Owners herein entered into a registered Development Agreement dated ..... Day of ....., 2025 with **S B CONSTRUCTION** (PAN no. AFMFS2772L) a Partnership Firm duly incorporated under the Indian Partnership Act 1932, having its registered office at 59 Pilkhana Lane, Holding no. 59/1, Ward no. 33, Burdwan P.O. & P.S.-Burdwan District Purba Bardhaman, Pin-713104, represented through its Managing Partners namely- (I) **SRI BISWAJIT MUKHERJEE** (PAN: BEXPM0813H) son of Sri Arun Mukherjee, by faith Hindu, by Occupation - Business, resident of Rajganj Kalabagan P.O.-Natunganj, P.S. - Burdwan District - Purba Burdwan, Pin -713102, W.B. (2) **SRI. SUDIP AGARWAL** (PAN: AGIPA6162H) S/o Late Jay Prakash, Occupation by Business, residing at 39, Dr. A.B Mukherjee Road, Marwari Thakur Bari, Borehat Burdwan P.O-Natunganj, P.S-Burdwan Dist. Purba Bardhaman, West Bengal, India – 713102- as Developer i.e. the Developer herein for the development of the said property under certain terms & conditions.

**H.** That by a registered Development Power of Attorney dated .....' Day of .....,2025, the said Owner herein have appointed **S B CONSTRUCTION** (PAN no. AFMFS2772L) a Partnership Firm duly incorporated under the Indian Partnership Act 1932, having its registered office at 59 Pilkhana Lane, Holding no. 59/1, Ward no. 33, Burdwan P.O. & P.S.-Burdwan District Purba Bardhaman, Pin-713104, represented through its Managing Partners namely- - (I) **SRI BISWAJIT MUKHERJEE** (PAN: BEXPM0813H) son of Sri Arun Mukherjee, by faith Hindu, by Occupation - Business, resident of Rajganj Kalabagan P.O.-Natunganj, P.S. - Burdwan District - Purba Burdwan, Pin -713102, W.B. (2) **SRI. SUDIP AGARWAL** (PAN: AGIPA6162H) S/o Late Jay Prakash, Occupation by Business, residing at 39, Dr. A.B Mukherjee Road, Marwari Thakur Bari, Borehat Burdwan P.O-Natunganj, P.S-Burdwan Dist. Purba Bardhaman, West Bengal, India – 713102 - as their lawful attorney to act behalf of his and the same was duly registered with the office of the Additional District Sub Registrar at Burdwan and recorded in Book -I, Volume Number ..... - ....., Page from ..... to ..... Being No. ..... for the year 2025.

- I.** That thereafter as per terms and conditions of Development Agreement and Development Power of Attorney the Developer herein constructed G+V storied Building according to the sanctioned Plan being Plan No. .... dated ..... issued by the Burdwan Municipality upon the said piece and parcel of land measuring about defined & demarcated area of 7 decimals or 3049.2 Sq. Ft. i.e., 4.235 Kathas of Land more or less fully and particularly described in the **FIRST SCHEDULE** hereunder written.
  
- J.** That as per the allocation and/or allotment of Development Agreement dated ..... Day of ....., 2025, the developer herein is seized and possessed of or otherwise well and sufficiently entitled the **SECOND SCHEDULE** hereunder written and or given which is being" part and parcel of **FIRST SCHEDULE** hereunder written and/or given and enjoying the right, title and interest thereof.
  
- K.** That the Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at KOLKATA on .....,:.... under Registration No .....
- L.** . That the Developer herein has declared to sell the residential Flat within Developer's allocation of the said building and the PURCHASER herein getting knowledge about the same and being desirous to purchase a flat has taken inspection of the documents and being satisfied with the title of the land owner and authority of the developer and also the sanction plan and the construction and agreed to purchase **ALL THAT** one residential Flat, being Flat No. ...., on the ..... Floor (Flooring-.....), ..... facing of the G+V storied Building namely **BALAJI HOMES** measuring an area of ..... Square Feet super built up area of the building in complete and habitable condition in all manner whatsoever lying and situated at ALL THAT piece and parcel of the land with structure at R.S. Plot No. 14, bearing R.S Khatian no. 26, L.R. Plot no. 20, corresponding to L.R. Khatian No. 2574, 2575, 2576 & 2577, Class - Bastu' measuring total area of total 3049.2 Sq. Ft or 4.235 Katha or 7 decimals (A Little more or less) within Mouza- Khaja Anwarbar Berh, J.L. No. 36, comprises Municipal Holding no. 67, Mahalla -Bongpur, Ward No.18, within limit Burdwan Municipality, P.S. Burdwan & Dist. Purba Burdwan.

**M.** hereinafter called and referred to as the "**SAID FLAT**" fully and particularly mentioned and described in the **SECOND SCHEDULE**

hereunder at the total price and consideration of Rs. .... (.....Rupees) only finding the proposal as an acceptable one, the competent authority of the developer herein, has decided to sell out the said flat to and in favour of the **PURCHASER** herein.

**N.** That by an Agreement for Sale dated ..... the Owner/Vendor herein and the Developer herein have agreed to sell, transfer and convey ALL THAT one Flat, being Flat No.....on the floor (flooring ....) ..... facing of the G+V storied Building measuring an area of !,....., Square Feet super built up area of the building in complete and habitable condition in all manner whatsoever lying and situated at ALL THAT piece and parcel of the land with structure at R.S. Plot No. 14, bearing R.S Khatian no. 26, L.R. Plot no. 20, corresponding to L.R. Khatian No. 2574, 2575, 2576 & 2577, Class - Bastu' measuring total area of total 3049.2 Sq. Ft or 4.235 Katha or 7 decimals (A Little more or less) within Mouza- Khaja Anwarbar Berh, J.L. No. 36, comprises Municipal Holding no. 67, Mahalla -Bongpur, Ward No.18, within limit Burdwan Municipality, P.S. Burdwan & Dist. Purba Burdwan fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder written TOGETHER WITH together with undivided proportionate imitable share and interest in the land which is fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder as well as with all other common areas, facilities and amenities attached to and available therewith unto and in favour of the **PURCHASER** herein for the agreed consideration of Rs. .... /- (Rupees.....,.....,.....) only and the same was duly confirmed by the said Developer herein.

**NOW THIS DEED OF CONVEYANCE WITNESSETH AS FOLLOWS;**

In Pursuance to the Agreement for Sale dated ..... and in consideration of the payment of sum of Rs..... /- (Rupees.....,..... only as the total Consideration paid by the **PURCHASER** to the Developer herein (receipt whereof the Developer hereby as well as by the memo hereunder written acknowledges and admits and discharge from every part thereof acquit discharges and exonerate the **PURCHASER**) paid on or before the execution of these presents, the Owner/Vendor and the Developer herein doth hereby sell, transfer and convey unto and in favour of the **PURCHASER** herein **ALL THAT** one Flat, being Flat No.....on the floor (flooring ....) ..... facing of the G+V storied Building measuring an area of !,....., Square Feet super built up area of the building in complete and habitable

condition in all manner whatsoever lying and situated at ALL THAT piece and parcel of the land with structure at R.S. Plot No. 14, bearing R.S Khatian no. 26, L.R. Plot no. 20, corresponding to L.R. Khatian No. 2574, 2575, 2576 & 2577, Class - Bastu' measuring total area of total 3049.2 Sq. Ft or 4.235 Katha or 7 decimals (A Little more or less) within Mouza- Khaja Anwarbar Berh, J.L. No. 36, comprises Municipal Holding no. 67, Mahalla - Bongpur, Ward No.18, within limit Burdwan Municipality, P.S. Burdwan & Dist. Purba Burdwan fully and particularly mentioned and described in the **SECOND SCHEDULE** hereunder **TOGETHER WITH** undivided proportionate share of LAND in the **FIRST SCHEDULE** hereunder and **TOGETHER WITH** other common facilities and amenities and the right in common over the extreme terrace and the other common areas and spaces around the building **TOGETHER WITH ALL** the things permanently attached thereto or standing thereon and all the privileges, easements, profits,

advantages, rights and appurtenances whatsoever to the said land and other the premises or any part thereof belonging or anywise appertaining thereto and ALL the estate, right, title, interest, use, possession, benefit, claim and demand whatsoever at law or otherwise of the Owner/Vendor to the said piece of land and over the premises hereby conveyed and every part thereof **TO HAVE AND TO HOLD** the same unto and to the use and benefit of the **PURCHASER** absolutely and forever, subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable and payable and that may become chargeable and payable from time to time hereafter in respect of the same to the Government or any other public body or local authority in respect thereof AND the Owner/Vendor herein and Developer doth hereby covenants with the **PURCHASER** that:-

1. The Owner/Vendor and the Developer herein now have in themselves good right and full power to convey and transfer by way of sale the said flat and the premises hereby conveyed or intended so to be unto and to the use of the **PURCHASER** in the mannerforesaid have put the PURCHASER in vacant, peaceful and unencumbered possession.
2. The **PURCHASER** may from time to time and at all times hereafter peaceably and quietly enter upon, occupy or possess and enjoy the

said flat and premises hereby conveyed with their appurtenances and receive the rents, issues and profits thereof and every part thereof for his own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by him the Owner/Vendor and the Developer herein or their heirs or any of them or by any person or persons claiming or to claim, from, under or in trust for them or any of them.

3. The **PURCHASER** shall hold the said flat free and clear and freely and clearly and absolutely exonerated and forever released and discharged or otherwise by the Owner Vendor and the Developer and well and sufficiently saved, defended kept harmless and indemnified of and from and against all former and other estates, titles, charges and encumbrances whatsoever made occasioned and suffered by the Owner/Vendor and the Developer herein or by any other person or persons claiming or to claim by, from, under or in trust for them;
4. The **PURCHASER** shall be entitled to the rights, benefits and privileges attached to the said flat and appurtenances thereto including the right to the enjoy the common areas (including undivided proportionate interest in land) and in common space/s in the building for the use occupation and enjoyment of the said flat as detailed in the **THIRD SCHEDULE** hereunder.
5. The **PURCHASER** shall be responsible to bear/pay the proportionate share in the common recurring expenses for the purpose of to maintenance, repair, renew, redecoration etc, of the common spaces as detailed in the **FOURTH SCHEDULE** hereunder.
6. The said Flat and or the said building has been constructed as per the sanctioned plan and as per the specifications as stated in the agreement for sale,
7. The **PURCHASER** and other co owner shall abide by common restrictions along with the other owner/occupiers of the other units/flats in the building as detailed in the **FIFTH SCHEDULE** hereunder.
8. The **PURCHASER** shall also be entitled to sell, mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Owner/Vendor or any other Co-owner who may have acquired before and who may hereafter acquire any right', title and interest similar to those acquired by the **PURCHASER** under the terms of this conveyance' }-\*
9. The **PURCHASER** undivided proportionate interest in land is impartible in perpetuity.
10. The Owner/Vendor, Developer/Confirming party and/or any

person/s having or claiming any estate, right, title or interest in the said Flat and premises hereby conveyed or any part thereof by, from under or in trust for the Owner/Vendor or their heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the **PURCHASER** do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, whatsoever for better and more perfectly and absolutely granting the said land, and premises and every part thereof hereby conveyed unto and to the use of the **PURCHASER** in manner aforesaid as by the **PURCHASER**, his heirs, executors or administrators and assigns shall be reasonably required.

11. The **PURCHASER** shall mutate the Said Flat in his own name and shall pay all such municipal taxes and other impositions that may be charged from time to time, directly to the concerned authority.

**NOTE:**

- i. Singular shall include plural and vice-versa.
- ii. Masculine gender shall include feminine and nature gender and vice versa.

**NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**OWNER:** Shall mean - (1) **MR. GAUTAM DASGUPTA**, (PAN - ACQPD7961H) S/o-Late Jimut Dasgupta, by faith Hindu, by Occupation: Retired from Service, an Indian National and residing at Megh Mollar, Bongpur, P.O. Sripally, P.S. Barddhaman, Dist. Purba Bardhaman, Pin-713103 (2). **MR. PARTHA DASGUPTA**, (PAN - ACXPD4313L) S/o- Late Jimut Dasgupta, by faith Hindu, by Occupation: Retired from Service, an Indian National and residing at Megh Mollar, Bongpur, P.O. Sripally, P.S. Barddhaman, Dist. Purba Bardhaman, Pin-713103 (3). **MR. JAY PRAMANIK**, (PAN - AYNPP2946D) S/o Late Sujay Lal Pramanik, by faith Hindu, by Occupation: Service, an Indian

National and residing at 51/46 A Harakali Colony, Motijheel, P.O- Dum Dum, P.S-Dum Dum Dist. North 24 Parganas Pin- 700074 (4). **MRS. SUMITA BHATTACHARYYA**, (PAN – BVDPB3842C) W/o Sri Mihir Bhattacharyya, D/o- Late Jimut Dasgupta, by faith Hindu, by Occupation: Housewife, an Indian National and residing at Bibekananda College Road, P.O- Sripally, P.S-Burdwan Sadar Dist. Purba Bardhaman Pin- 713103

**DEVELOPER: Shall mean**

**S B CONSTRUCTION** (PAN no. AFMFS2772L) a Partnership Firm duly incorporated under the Indian Partnership Act 1932, having its registered office at 59 Pilkhana Lane, Holding no. 59/1, Ward no. 33, Burdwan P.O. & P.S.-Burdwan District Purba Bardhaman, Pin- 713104, having been reconstructed on 12.06.2025 now being represented through its Managing Partners namely-- (1) **SRI BISWAJIT MUKHERJEE** (PAN: BEXPM0813H) son of Sri Arun Mukherjee, by faith Hindu,

by Occupation - Business, resident of Rajganj Kalabagan P.O.- Natunganj, P.S. - Burdwan District – Purba Burdwan, Pin - 713102, W.B. (2) **SRI. SUDIP AGARWAL** (PAN: AGIPA6162H) S/o Late Jay Prakash, Occupation by Business, residing at 39, Dr. A.B Mukherjee Road, Marwari Thakur Bari, Borehat Burdwan P.O-Natunganj, P.S-Burdwan Dist. Purba Bardhaman, West Bengal, India – 713102

**THE PROPERTY:**

ALL THAT piece and parcel of the land with structure at R.S. Plot No. 14, bearing R.S Khatian no. 26, L.R. Plot no. 20, corresponding to L.R. Khatian No. 2574, 2575, 2576 & 2577, Class - Bastu' measuring total area of total 3049.2 Sq. Ft or 4.235 Katha or 7 decimals (A Little more or less) within Mouza- Khaja Anwarbar Berh, J.L. No. 36, comprises Municipal Holding no. 67, Mahalla -Bongpur, Ward No.18, within limit Burdwan Municipality, P.S. Burdwan & Dist. Purba Burdwan

**BUILDING:**

shall mean partly **G+...** storied Building constructed on the land mentioned in the **FIRST SCHEDULE "A"** in accordance with the sanction building plan covering entre allowable F.A.R. sanctioned by the Burdwan Municipality for residential purpose only hereinafter called the "**Said Building**"

**BUILDING PLAN:**

Shall mean such plan prepared by the Architect for the construction of the new multi-storied building to be constructed on the said land sanctioned by the Burdwan Municipality which include drawings, design, elevations and specifications as are prepared by the Architects including variations/ modifications therein, if any.

**COMMON FACILITIES:-**

shall include corridors, roof, lift, ways, passages, staircase, passage ways, overhead tank, water reservoir, septic tank and other facilities which may be actually agreed upon between the parties and required and for the establishment, maintenance and/or management of the building.

**SALEABLE SPACE:**

shall mean the space in the building available for independent use and occupation after making duo provisions for common facilities

**SAID FLAT:**

shall mean the Flat being no..... on the ..... Floor a little more or less Square Feet built-up area, (a little more or less ..... Square Feet super built-up area) of the partly **G+....** storied building together with undivided proportionate share of the land underneath including right of easements, common facilities and amenities annexed thereto more fully described in **the SCHEDULE "B"** here under written,

**ARCHITECT:**

Shall mean such person or persons with requisite qualification and enlisted his firm who will be appointed by the Developer for designing and planning at the new multi-storied building.

**COMMON FACILITIES & AMENITIES:**

shall mean and include corridor, stairs, ways, paths, passages, water tank and other spaces and lift facilities what so ever required for the establishment, location, common use for enjoyment, provision, management and / or maintenance of the building as shall be determined by the Developer and the Owner of the building or otherwise required and the Developer shall continue to manage and control all affairs until an Association or Management Committee is formed and take charges of the said building and the purchasers of the flat proposed multi-storied building shall have the right enjoy the roof of the proposed building for all ceremonial occasion for maintaining TV Antenna and water reservoir.

**CONSTRUCTED SPACE:**

Shall mean the space in the building available for the independent use and the Occupation including the space demarcated for common facilities. .

**SALEABLE SPACE:**

Shall mean in the new building available for independent use and occupation by the Developer after making due provisions for common facilities and space required thereof.

**COVERED AREA:**

covered area shall mean and include the entire covered area as may be sanction by Burdwan Municipality and shall include the plinth area of flat / unit/parking spaces including of the bathroom, balconies & terrace apartment thereto and also the thickness of external and internal walls and pillars and the area at the common portions. Provided that, if any will be common between two units / flats / parking spaces then 1/2 (half) portion of the said wall shall be included in such unit / flat.

**UNDIVIDED SHARE:**

Shall mean the undivided proportionate share in the land attributable to the each flat / unit / parking spaces comprised in the said land and the common portions held by and / or herein agreed to be sold to the respective purchaser and also wherever the context permits.

**TRANSFERORS:**

shall mean the SELLERS/VENDORS who will transfer their respective shares to the person or persons, firm, limited company or an Association together with undivided and imparible proportionate share of land and right to use in common space in the building with its grammatical variations shall include transfer by possession by any other mean adopted for effecting what is understood as a transfer of space in multi-storied building to purchase thereof.

**TRANSFeree:**

shall mean the person, firm, limited company or an association or persons to whom any flat unit together with undivided and imparible proportionate share of land and right to use in common space in the building would be transferred..

**WORDS:**

Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neutral gender shall include masculine and feminine genders.

**CO-OWNER:**

The unit / flat owners mean and include any person who acquires, holds and/ or owns any unit / flat / car parking in the building and that shall include the Developer for the unit / flat / car parking held by them from time to time.

**FLATS / UNITS:**

The flat / unit shall mean the flats or residential area, covered area,

other space / spaces in the building, which is capable of being exclusively owned used and / or enjoyed by any flat / unit owners and which is not the common portion.

**COMMON EXPENSES:**

Common expenses shall mean and include all the expenses to be incurred by the flats / units owners for the management and maintenance / upkeep at the said building and the said premises for common purposes.

**COMMON PORTIONS:**

Common portions shall mean all the common areas and installations to compromise in the said building and the premises, after the development including stair cases, lobbies, passage, pathways, boundary walls, entrance & exit gate service areas etc.

**PROPORTIONATE SHARE:**

With all its cognate variations shall mean such ratio, in which the covered area of any units/flats is in relation to the covered area of all the units / flats in the said building shall be distributed amongst the units / flats owners.

**SUPER BUILDING AREA:**

Shall mean in context to a unit / flat as the area of the unit / flat computed by adding an agreed fixed percentage of 25% to be built-up and / or the covered area of the unit / flat. It shall mean and include the covered area of the particular flat also include the proportionate share of each flat in the common spaces, common areas, underground water lanks, overhead water tanks, stair cases, walls, lobbies, corridors and in all areas which is used for locating common Services for eliminating or any disputes In the measurement of the proportionate share of each flat in the common areas..The super built-up area of the Flat no. C on the Second Floor a little more or less ..... Square Feet super built-up area of the partly G+....-storied residential building.

**BUILT UP AREA:**

shall mean and include the covered area of the flat, external and internal walls and columns, as specified in the plan to be Sanctioned by the Burdwan Municipality. The built-up area of the Flat being no. C on the Second Floor a little more or less ..... Square Foot built up area of the partly G +.... storied residential building

**COMMON PURPOSES:**

shall mean the purpose of managing and maintaining the building of the said holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the co-owners relating to their mutual right and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.

**ROOF/TERRACE:**

shall mean the ultimate roof over and above the Fourth Floor of the said building under Section 3(d)(2) of the West Bengal Apartment Ownership Act, 1972 and it should be treated as one of the common areas and facilities.

**FIRST SCHEDULE ABOVE REFERRED TO****(DESCRIPTION OF THE SAID LAND)**

**ALL THAT piece and parcel of the land with structure at R.S. Plot No. 14, bearing R.S Khatian no. 26, L.R. Plot no. 20, corresponding to L.R. Khatian No. 2574, 2575, 2576 & 2577, Class - Bastu' measuring total area of total 3049.2 Sq. Ft or 4.235 Katha or 7 decimals (A Little more or less) upon which a G+V Residential Building in the name of "BALAJI HOMES APARTMENT" consisting of flats/ apartments/ units and other premises, within Mouza- Khaja Anwarbar Berh, J.L. No. 36, comprises Municipal Holding no. 67, Mahalla -Bongpur, Ward No. 18, within limit Burdwan Municipality, P.S. Burdwan &**

**Dist. Purba Burdwan.**

**On North - 20'-0" Wide Metal Road**

**On East - R.S Plot no. 15**

**On South - R.S Plot no. 16 & 12.**

**On West - R.S Plot no. 13 & 12.**

### **SCHEDELE - B**

All that independent flat being Flat No "....." on the ..<sup>rd</sup> **Floor** of the ..... **APARTMENT** be erected on the "A" schedule land measuring ..... **sq. ft.** including super built up area and .... **sq.ft.**

**Parking space at Basement and ..... sq. ft. parking space at Basement.** The flat consisting of brick-works of .... bedrooms, 1 dining - cum - drawing room 1 kitchen, .... privy with one bathroom, 1Varanda with undivided proportionate imparible share of the land underneath the building in relation to the area of the apartment as ..... **sq. ft.** (more or less), together with the right of enjoyment of the common areas and facilities and the location & position of flat has been depicted in the annexed sketch map, which is part of the deed.

### **THE THIRD SCHEDELE ABOVE REFERRED TO: (Common Part and Facilities)**

Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift faciliiles and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

### **THE FOURTH SCHEDELE ABOVE REFERRED**

**(Common Expenses)**

1. All cost of maintenance, operating, replacing, white washing (Once within two year), painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
2. The salaries of all the persons employed for the said purpose.
3. All charges and deposit for suppliers of common facilities and utilities.
4. Municipality taxes, multi-storied building taxes and other outgoing saves those separately assessed on the respective Flat/unit.
5. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
6. All litigation's expenses for protecting the title of the said land and building.
7. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. The office expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
9. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
10. For all common expenses as mentioned here in above the all occupiers will contribute his proportioned amount on monthly basis.
11. Till the formation of society the maintenance of the building is under developers superuision and every occupier will paid maintenance charges @ 60 paisa per sq. ft. as per occupied area monthly within 10<sup>th</sup> of the next month. The delay more than 15 days is liable for panel interest @ 2% per months.

12. Electrical expenses relating to operating water pump.

**THE FIFTH SCHEDULE ABOVE REFERRED TO  
(Common Restrictions for the Occupiers)**

- a. Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- b. Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- c. Neither party shall transfer or permit to transfer of their respective allocation or an part on thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their Possession.
- d. Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for the said laws by laws and regulations.
- e. The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building

indemnified from against the consequence of any breach.

- f. No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building. .
- g. Neither Party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the building.
- h. Neither parties is allowed to make any of the construction in common area' roof etc. without proper permission of the developers and or associations. .
- i. Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- j. No roof garden is allowed.

**IN WITNESS WHERE OF** the parties hereunto have set an subscribed their respective photo and puts their respective ten fingers prints and signature in the separate demy paper on the day, month and year First above written in full possession of their sense and in good state of health and mind and without provocation from others.

**SIGNED, SEALED & DELIVERED**

In the presence of:

**WITNESSES :**

1.

2.

SIGNATURES OF THE VENDOR/OWNER

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

*Drafted by me & typed in my office:*

**Mr. Suman Bez**

(Advocate)

Enrollment. No. F/361 of 2011  
Burdwan District Judges' Court