

DEED OF
CONVEYANCE

Within P.S. Bardhaman & Dist. Purba Bardhaman, within
Burdwan Municipality, Mouza- Bahirsarbamangala
Super Built-Up area of Flat - Sq. Ft
Covered/Built-Up area of Flat - Sq. Ft
Carpet area of Flat - Sq. Ft
&
Covered Car cum Four Wheeler Parking Space - Sq. Ft.
Sale Value: Rs./- (Rupees)
Government Assessed Value: Rs./- (Rupees
.....)

For PODDAR PROJECTS LTD.

A. K. Ghosh
Authorised Signatory.

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THIS DEED OF CONVEYANCE IS MADE ON THIS _____TH DAY OF _____,

TWO THOUSAND AND TWENTY THREE (2023)

BETWEEN

- 1. SHRI RAJESH SHAW**, Son of Shri Lob Kishore Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (Nearby Omkar Nath Ashram), Post - Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; **PAN: ALDPS0968H**;
- 2. SHRI RAJEN SHAW**, Son of Shri Lob Kishore Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; **PAN: ALDPS0968H**;
- 3. SHRI DHANUK KUMAR SHAW**, Son of Late Ram Prasad Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; presently residing at Ananda Pally, P.O. Sripally, P.S. Burdwan Sadar, District - Purba Bardhaman, West Bengal, PIN-713103; **PAN : APBPS2600E**; *and*
- 4. SHRI UTTAM KUMAR SHAW**, Son of Late Ram Prasad Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; **PAN : ALYPS1055N**;

All being represented by their constituent Power of Attorney Holder and Authorized Person through and by virtue of Registered Development Agreement cum Development Power of Attorney Deed being Deed No. I-020308256 for the year 2022 vide dated 03/08/2022 registered at the Office of the A.D.S.R., Burdwan being incorporated and registered in the Book No. I, Volume No. 0203-2022, Pages from 203653 to 203745; namely **"PODDAR PROJECTS LIMITED"** (CIN : L51909WB1963PHC025750), (PAN: AACCP5704B), [A Company duly incorporated and Registered under the Provisions of Indian Companies Act 1956] and having its registered Office at Poddar Court, 9th Floor, 18, Rabindra Sarani, Kolkata- 700001, West Bengal; *represented by its Authorized Signatory cum Authorised Person namely Mr. Pradip Ghosh, S/o Late Trinath Chandra Ghosh. By Nationality: Indian, by caste Hindu, by occupation Service, residing at Bhagini Nibedita Sarani, MB Road, P.O. Birati, P.S. Nimta, Kolkata-700051; PAN. AKIPG9676Q;* hereinafter together and jointly called the **OWNERS** (which express on shall unless excluded their and each of their respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**.

AND

"PODDAR PROJECTS LIMITED" (CIN : L51909WB1963PHC025750), (PAN: AACCP5704B), [A Company duly incorporated and Registered under the Provisions of Indian Companies Act 1956] and having its registered Office

at Poddar Court, 9th Floor, 18, Rabindra Sarani, Kolkata- 700001, West Bengal; *represented by its Authorized Signatory cum Authorised Person namely Mr. Pradip Ghosh, S/o Late Trinath Chandra Ghosh. By Nationality: Indian, by caste Hindu, by occupation Service, residing at Bhagini Nibedita Sarani, MB Road, P.O. Birati, P.S. Nimta, Kolkata-700051; PAN. AKIPG9676Q* hereinafter called the **DEVELOPER cum CONFRIMING PARTY** (which express on shall unless excluded their and each of their respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**.

AND

- 1) SRI, S/o, by caste Hindu, by profession Resident of, P.O., P.S. & Dist., Pin -; presently residing at Flat No., on the- Floor, Side at "Burdwan Residency-5", G.T. Road, Barddhaman Sadar, Dist. Purba Bardhaman, Pin-713101; PAN:; *and*
- 2) SMT., W/o, by caste Hindu, by profession Resident of, P.O., P.S. & Dist., Pin -; PAN: presently residing at Flat No., on the- Floor, Side at "Burdwan Residency-5", G.T. Road, Barddhaman Sadar, Dist. Purba Bardhaman, Pin-713101; PAN: ; hereinafter called and referred to as the **PURCHASERS cum VENDEES**

(which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, representatives, executors, administrators, successors, successors in interests, nominee/s and assigns) of the **THIRD PART**.

WHEREAS: the OWNERS together are the sole and absolute owners in respect of the **First Schedule** mentioned Land and is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever morefully described in the **First Schedule** hereinafter written (hereinafter referred to as the "**SAID PROPERTY**").

AND WHEREAS: the OWNERS are the sole and absolute owners and have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more-fully described in the entire First Schedule hereinafter written (hereinafter referred to as the "**SAID PREMISES**").

AND WHEREAS the Landed Property Situated at Mouza "Bahir Sarbamangala", Classified as "Sali", Presently Classified as "Bastu", measuring an area of 13 (Thirteen) decimal (be the same a Little More or Less) to the extent of 16 (Sixteen) Anna Shares appertaining to R. S. Plot

No.- 1290 (One Two Nine Zero) was Previously Owned and Possessed by One Narayan Chandra Saha, who Lawfully got his name duly recorded in the R. S. R. O. R. as the exclusive Owner and Possessor in respect of the said Plot of Land being denoted as R. S. Plot No.- 1290 (One Two Nine Zero) under R. S. Khatian No.- 597 (Five Nine Seven), the said Plot being of Mouza "Bahir Sarbamangala", J. L. No.- 42 (Forty Two), Dist.- Burdwan (Presently Purba Bardhaman), Police Station- Burdwan Sadar, within the Municipal limits of Burdwan Municipality, Keshabganj Mohalla, Present Ward No.- 27, West Bengal.

AND WHEREAS the said Narayan Chandra Saha while Lawfully Owning and Possessing the said Landed Property being R. S. Plot No.- 1290 (One Two Nine Zero) under R. S. Khatian No.- 597 (Five Nine Seven), J.L. No. 42 as aforesaid, in order to meet his Financial Needs, Proclaimed to Sell Out a Portion of Land from his aforesaid Landed Property, fully described in the "Schedule" hereunder written, measuring an area of $5\frac{1}{3}$ satak or 5.50 (Five Point Five Zero) decimal (be the same a Little More or Less) in favour of the Prospective Purchaser and in that regard, One Sita Devi Shaw by virtue of a Registered Deed of Sale being Deed No.- 2301 for the year of 1960 vide dated 25/03/1960 which was Registered at the Office of the District Sub-Registrar, Burdwan and duly incorporated in Book No.- 1, Volume No.- 31, in Pages from No. 29 to No. 30 and released & discharged

all his direct and Collateral right, title and interest as well as delivered the possession of the same in favour of the said Purchaser Sita Devi Shaw.

AND WHEREAS thereafter the said Narayan Chandra Saha Proclaimed to Sell Out of the remaining Portion of the Landed Property in favour of the Prospective Purchaser being R. S. Plot No.- 1290 (One Two Nine Zero) under R. S. Khatian No.- 597 (Five Nine Seven) , J.L. NO. 42, for fulfill his Financial Needs, fully described in the Schedule, measuring an area of 7.50 (Seven Point Five Zero) decimal (be the same a Little More or Less) and in that regard, One Govinda Mistri alias Govinda Sharma and One Shibdhari Mistri Jointly and Lawfully Purchased the remaining Portion of the Landed Property, as aforesaid, by Paying Lawful Sale Consideration Money towards Narayan Chandra Saha by virtue of another Registered Deed of Sale vide Deed No.- 2302 for the year of 1960 vide dated 25/03/1960 which was Registered at the Office of the District Sub-Registrar, Burdwan and duly incorporated in Book No.- 1, Volume No.- 20, in Pages from No. 241 to No. 242 and the said Narayan Chandra Saha released & discharged all his direct and Collateral right, title and interest as well as delivered the possession of the same in favour of the said Purchaser Govinda Mistri alias Govinda Sharma and Shibdhari Mistri .

AND WHEREAS after the said Purchase, the said Govinda Mistri alias Govinda Sharma, while enjoying the Usufructs of the aforesaid Purchase of

Land of being R. S. Plot No.- 1290 (One Two Nine Zero) measuring an area of 3.75 (Three Point Seven Five) decimal (be the same a Little More or Less) as his Share of Purchased Land, in order to meet his Financial Needs, Proclaimed to Sell Out his Share of Purchased Land in favour of the Prospective Purchaser and in that regard, One Ram Prasad Shaw Lawfully Purchased his Share of Purchased Land measuring an area of 3.75 (Three Point Seven Five) decimal (be the same a Little More or Less) by Paying Lawful Sale Consideration Money towards Govinda Mistri alias Govinda Sharma by virtue of a Registered Deed of Sale being Deed No.- 4088 for the year of 1975 vide dated 23/04/1975 which was Registered at the Office of the District Sub-Registrar, Burdwan and duly incorporated in Book No.- 1, Volume No.- 45, in Pages from No. 233 to No. 234 and the said Govinda Mistri alias Govinda Sharma released & discharged all his direct and Collateral right, title and interest as well as delivered the possession of the same in favour of the said Purchaser Ram Prasad Shaw .

AND WHEREAS the said Shibdhari Mistri, while enjoying the Usufructs of the aforesaid Purchase of Land of being denoted as R. S. Plot No.- 1290 (One Two Nine Zero) measuring an area of 3.75 (Three Point Seven Five) decimal (be the same a Little More or Less) as his Share of Purchased Land, in order to meet his Financial Needs Proclaimed to Sell Out 02 (Zero Two) decimal (be the same a Little More or Less) out of his Share

of Purchased Land measuring an area of 3.75 (Three Point Seven Five) decimal (be the same a Little More or Less) in favour of the Prospective Purchaser and in that regard, Ram Prasad Shaw Lawfully Purchased his Share of Purchased Land measuring an area of 02 (Zero Two) decimal (be the same a Little More or Less) by Paying Lawful Sale Consideration Money towards Shibdhari Mistri by virtue of a Registered Deed of Sale vide Deed No.- 456 for the year of 1978 vide dated 07/02/1978 which was Registered at the Office of the Joint Sub-Registrar Office, Burdwan and duly incorporated in Book No.- I, Volume No.- 11, in Pages from No. 48 to No. 50 and the said Shibdhari Mistri released & discharged all his direct and Collateral right, title and interest as well as delivered the possession of the same in favour of the said Purchaser Ram Prasad Shaw. Be it mentioned that in the concern Bengali Deed it is mentioned 1 cottah, i.e. about 720 Sft.; however 1.75 Decimal implies 43 Sft. excess land.

AND WHEREAS the said Shibdhari Mistri, Proclaimed Sell Out of the remaining Portion of the Landed Property measuring an area of 1.75 (One Point Seven Five) decimal (be the same a Little More or Less) out of 3.75 (Three Point Seven Five) decimal (be the same a Little More or Less) as his Share of Purchased Land, in favour of the Prospective Purchaser and in that regard, One Tunia Devi Shaw alias Urmila Shaw Lawfully Purchased his Share of Purchased Land measuring an area of 1.75 (One Point Seven Five)

decimal (be the same a Little More or Less) by Paying valid Sale Consideration Money towards Shibdhari Mistri by virtue of a Registered Deed of Sale vide Deed No.- 457 for the year of 1978 vide dated 07/02/1978 which was Registered at the Office of the Joint Sub-Registrar Office, Burdwan and duly incorporated in Book No.- 1, Volume No.- 11, in Pages from No. 51 to No. 52 and the said Shibdhari Mistri released & discharged all his direct and Collateral right, title and interest as well as delivered the possession of the same in favour of the said Purchaser Tunia Devi Shaw alias Urmila Shaw.

AND WHEREAS Tunia Devi Shaw alias Urmila Shaw being Owner and the Possessor of the said Purchased Land measuring an area of 1.75 (One Point Seven Five) decimal (be the same a Little More or Less) Gifted in favour of Lab Kishore Shaw, Shri Dhanuk Kumar Shaw (Herein No.- 3 of FIRST PART) and Shri Uttam Kumar Shaw (Herein No.- 4 of FIRST PART) by dint of a Registered Deed of Gift vide Deed No.- 4557 for the year of 1990 vide dated 28/05/1990 which was Registered at the Office of the Joint Sub-Registrar Office, Burdwan and duly incorporated in Book No.- 1, Volume No.- 79, in Pages from No. 219 to No. 225 and She released & discharged all her direct and Collateral right, title and interest as well as delivered the possession of the same in favour of the said Lab Kishore Shaw, Shri Dhanuk Kumar Shaw and Shri Uttam Kumar Shaw.

AND WHEREAS the Landed Property mentioned in the "Schedule" hereunder written, Classified as "Sali" and Presently Classified as "Bastu", total measuring an area about 16 (Sixteen) decimal to the extent of 16 (Sixteen) Anna Shares, was previously Owned and Possessed by One Samsunehar Bibi who also got her name recorded in the R. S. R. O. R. in respect of the said Land being denoted as R. S. Plot No.- 1289 (One Two Eight Nine) under R. S. Khatian No.- 1473 (One Four Seven Three), of Mouza- "Bahir Sarbamangala", J. L. No.- 42 (Forty Two), Keshabganj Mohalla, Dist.- Burdwan (now known as Purba Bardhaman), Police Station- Burdwan Sadar, West Bengal, within the Municipal limits of Burdwan Municipality, Present Ward No.- 27 and She was enjoying her Landed Property by discharging her liabilities towards the State of West Bengal by paying unto it the revenue for the same.

AND WHEREAS aforesaid Samsunehar Bibi became the absolute Owner and is in Possession and enjoying the Usufructs of the said Landed Property being denoted as R. S. Plot No.- 1289 (One Two Eight Nine) , under R.S. Khatian No. 1473 of Mouza- "Bahir Sarbamangala", J.L. No. 42, as aforesaid, in order to meet her Financial Needs, Proclaimed to Sell Out the Landed Property in favour of the Prospective Purchaser and in that regard, Tunia Devi Shaw alias Urmila Shaw Lawfully Purchased the Land measuring an area of 5S! (Five and One Third) decimal (be the same a Little More or

Less) out of 16 (Sixteen) decimal by Paying valid Sale Consideration Money towards the said Seller Samsunehar Bibi by virtue of a Registered Deed of Sale vide Deed No.- 5665 for the year of 1980 vide dated 16/07/1980 which was Registered at the Office of the District Sub-Registrar, Burdwan and duly incorporated in Book No.- I, Volume No.- 85, in Pages from No. 1 to No. 3.

AND WHEREAS Ram Prasad Shaw Lawfully Purchased the Land measuring an area of $5\frac{1}{3}$ rd (Five and One Third) decimal (be the same a Little More or Less) out of 16 (Sixteen) decimal by Paying valid Sale Consideration Money towards the said Seller Samsunehar Bibi by virtue of a another Registered Deed of Sale vide Deed No.- 5666 for the year of 1980 vide dated 16/07/1980 which was Registered at the Office of the District Sub-Registrar, Burdwan and duly incorporated in Book No.- I, Volume No.- 85, in Pages from No. 4 to No. 6.

AND WHEREAS Shri Dhanuk Kumar Shaw (Herein No.- 3 of FIRST PART) and Shri Uttam Kumar Shaw (Herein No.- 4 of FIRST PART) were Jointly and Lawfully Purchased the Land measuring an area of $5\frac{1}{3}$ rd (Five and One Third) decimal (be the same a Little More or Less) out of 16 (Sixteen) decimal by Paying valid Sale Consideration Money towards the said Seller Samsunehar Bibi by virtue of a another Registered Deed of Sale vide Deed No.- 5667 for the year of 1980 vide dated 16/07/1980 which was

Registered at the Office of the District Sub-Registrar, Burdwan and duly incorporated in Book No.- I, Volume No.- 82, in Pages from No. 56 to No. 58 and the said Seller Samsunehar Bibi released & discharged all her direct and Collateral right, title and interest as well as delivered the possession of the same in favour of the said Purchsers Shri Dhanuk Kumar Shaw and Shri Uttam Kumar Shaw.

AND WHEREAS Tunia Devi Shaw alias Urmila Shaw became the absolute Owner and is in Possession and enjoying the Usufructs of the said Landed Property being denoted as R. S. Plot No.- 1289 (One Two Eight Nine) of Mouza- "Bahir Sarbamangala" as aforesaid, measuring an area of 55¹/₃ (Five and One Third) decimal (be the same a Little More or Less) Gifted in favour of Shri Lab Kishore Shaw, Shri Dhanuk Kumar Shaw (Herein No.- 3 of FIRST PART) and Shri Uttam Kumar Shaw (Herein No.- 4 of FIRST PART) by dint of a Registered Deed of Gift vide Deed No.- 4557 for the year of 1990 vide dated 28/05/1990 which was Registered at the Office of the Joint Sub-Registrar Office, Burdwan and duly incorporated in Book No.- I, Volume No.- 79, in Pages from No. 219 to No. 225 and She released & discharged all her direct and Collateral right, title and interest as well as delivered the possession of the same in favour of the said Labkishore Shaw, Shri Dhanuk Kumar Shaw and Shri Uttam Kumar Shaw.

AND WHEREAS the Landed Property, mentioned in the "Schedule" hereunder written, Classified as "Sali" and Presently Classified as "Bastu", total measuring an area about 22 (Twenty Two) decimal (be the same a Little More or Less) to the extent of 16 (Sixteen) Anna Shares, was previously Owned and Jointly Possessed by Nityananda Halder and Gopal Chandra Halder, who also got their names recorded in the R. S. R. O. R. in respect of the said Land being denoted as R. S. Plot No.- 1291 (One Two Nine One) under R. S. Khatian No.- 375 (Three Seven Five), of Mouza- "Bahir Sarbamangala", J. L. No.- 42 (Forty Two), Keshabganj Mohalla, Dist.- Burdwan (now known as Purba Bardhaman), Police Station- Burdwan Sadar, West Bengal, within the Municipal limits of Burdwan Municipality, Present Ward No.- 27 . After coming into force of the West Bengal Land Reforms Act (W. B. L. R. Act), the said Nityananda Halder and Gopal Chandra Halder, for their convenience of Possession arranged and even amicable got their said Landed Property being denoted as R. S. Plot No.- 1291 (One Two Nine One) Partitioned amongst themselves by meets & bounds and as per Partitioned amongst themselves, the said Nityananda Halder was allotted the define & demarcated Portion of Land measuring an area about 11 (Eleven) decimal (be the same a Little More or Less) out of 22 (Twenty Two) decimal (be the same a Little More or Less) Plot of Land of the Northern Side of the R. S. Plot No.- 1291 (One Two Nine One) and the

said Gopal Chandra Halder was allotted the define & demarcated Portion of Land measuring an area about 11 (Eleven) decimal (be the same a Little More or Less) out of 22 (Twenty Two) decimal (be the same a Little More or Less) Plot of Land of the Southern Side of the R. S. Plot No.- 1291 (One Two Nine One) . As per Partitioned amongst themselves, the said Nityananda Halder became the absolute Owner and is in Possession and enjoying the Usufructs of the said allotted Landed Property measuring an area about 11 (Eleven) decimal (be the same a Little More or Less) out of 22 (Twenty Two) decimal (be the same a Little More or Less) Plot of Land of the Northern Side of the R. S. Plot No.- 1291 (One Two Nine One), died intestate leaving behind his Two (2) Sons, namely, Mrityunjay Halder and Dhananjay Halder, together in equal shares stepped into shoes as Legal heirs of the said Nityananda Halder and became the Joint Owners and Possessors (in accordance with the Hindu Law of Succession) in respect of the aforesaid Undivided Property Left by him . The Legal heirs of aforesaid Nityananda Halder, as above named, for their convenience of Possession arranged and even amicable got their Undivided Property Left by the said Nityananda Halder, Partitioned amongst themselves by meets & bounds by dint of a Registered Deed of Partition vide Deed No.- 7669 for the year of 1989 vide dated 10/11/1989 which was Registered at the Office of the District Sub-Registrar, Burdwan and duly incorporated in Book No.- I, Volume No.- 140,

in Pages from No. 130 to No. 142 . After Deed of Partition, the said 11 (Eleven) decimal (be the same a Little More or Less) Plot of Land of the Northern Side of the R. S. Plot No.- 1291 (One Two Nine One), Left by his Father Nityananda Halder, was allotted in favour of the said Mrityunjay Halder .

AND WHEREAS the said Mrityunjay Halder, became the absolute Owner and is in Possession and enjoying the Usufructs of the said 11 (Eleven) decimal (be the same a Little More or Less) Landed Property of the Northern Side of the R. S. Plot No.- 1291 (One Two Nine One), in order to meet his Financial Needs, Proclaimed to Sell Out the Landed Property measuring an area of 1662 (One Six Six Two) Sq. Ft. (be the same a Little More or Less) out of the aforesaid 11 (Eleven) decimal (be the same a Little More or Less) Land in favour of the Prospective Purchaser and in that regard, One Afroza Begam Lawfully Purchased the Land measuring an area of 1662 (One Six Six Two) Sq. Ft. (be the same a Little More or Less) by Paying valid Sale Consideration Money towards the said Seller Mrityunjay Halder by virtue of a Registered Deed of Sale vide Deed No.- 2464 for the year of 1999 vide dated 03/05/1999 which was Registered at the Office of the Additional District Sub-Registrar, Burdwan and duly incorporated in Book No.- I, Volume No.- 67, in Pages from No. 95 to No. 99.

AND WHEREAS the said Mrityunjay Halder, while Owning and Possessing and enjoying the Usufructs of the said Land, in order to meet his Financial Needs, Proclaimed to Sell Out the Landed Property measuring an area of 2461 (Two Four Six One) Sq. Ft. (be the same a Little More or Less) out of the aforesaid 11 (Eleven) decimal (be the same a Little More or Less) Land in favour of the Prospective Purchaser and in that regard, One Khandekar Habibur Rahaman Lawfully Purchased the Land measuring an area of 2461 (Two Four Six One) Sq. Ft. (be the same a Little More or Less) by Paying valid Sale Consideration Money towards the said Seller Mrityunjay Halder by virtue of a Registered Deed of Sale vide Deed No.- 7338 for the year of 1999 which was Registered at the Office of the Additional District Sub-Registrar, Burdwan and duly incorporated in Book No.- 1, Volume No.- 212, in Pages from No. 57 to No. 61 .

AND WHEREAS the said Afroza Begam and the said Khandekar Habibur Rahaman together and Jointly Proclaimed to Sell Out the Landed Property measuring an area of 4123 (Four One Two Three) Sq. Ft. (be the same a Little More or Less) Land of the Northern Side of the R. S. Plot No.- 1291 (One Two Nine One), in favour of the Prospective Purchaser and in that regard, Shri Dhanuk Kumar Shaw son of Late Ram Prasad Shaw, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal,

PIN.-713101; Lawfully Purchased the Land measuring an area of 4123 (Four One Two Three) Sq. Ft. (be the same a Little More or Less) Land of the Northern Side of the R. S. Plot No.- 1291 (One Two Nine One) by Paying valid Sale Consideration Money towards the Seller Afroza Begam and Khandekar Habibur Rahaman by virtue of a Registered Deed of Sale vide Deed No.- 438 for the year of 2000 vide dated 24/01/2000 which was Registered at the Office of the Additional District Sub-Registrar, Burdwan and duly incorporated in Book No.- I, Volume No.- 14, in Pages from No. 153 to No. 162.

AND WHEREAS the said Ram Prasad Shaw while Owning and Possessing and enjoying the Usufructs of his all Landed Property died intestate and all the legal heirs of the said Ram Prasad Shaw together in equal shares stepped into shoes and became the Joint Owners and Possessors (in accordance with the Hindu Law of Succession) in respect of his Undivided lot of Landed Property Left by him . Subsequently, after the death of the said Ram Prasad Shaw, his all legal heirs i.e. Shri Lab Kishore Shaw (Herein Father of No.- 1 and No.-2 of FIRST PART), Shri Dhanuk Kumar Shaw (Herein No.- 3 of FIRST PART) and Shri Uttam Kumar Shaw (Herein No.- 4 of FIRST PART) and Other Legal heirs of the aforesaid Ram Prasad Shaw for their convenience of Possession and for the Purpose of clear Title of their Undivided Property, instituted a Suit for Partition by

meets and bounds before the Learned Civil Judge (Senior Division), Burdwan, being Title Suit No.- 192 of 2004 and thereafter, the said Suit was decreed in Final Form and was drawn-up vide dated 21/12/2005 (21st December, 2005) and thereafter the said Suit was Finally disposed off in the Form of Final Decree vide dated 22/12/2005 (22nd December, 2005) . As per Final Decree formed by the Learned Civil Judge (Senior Division), Burdwan, Shri Lab Kishore Shaw (Herein Father of No.- 1 and No.-2 of FIRST PART) was allotted the Schedule mentioned Landed Property measuring an area of 0.033 (Zero Point Zero Three Three) Acre (be the same a Little More or Less) being denoted as R. S. Plot No.- 1290 (One Two Nine Zero) and also Schedule mentioned Landed Property measuring an area of 0.073 (Zero Point Zero Seven Three) Acre (be the same a Little More or Less) being denoted as R. S. Plot No.- 1289 (One Two Eight Nine) as a sole Owner and Possessor AND Shri Dhanuk Kumar Shaw (Herein No.- 3 of FIRST PART) was allotted the Schedule mentioned Landed Property measuring an area of 0.070 (Zero Point Zero Seven Zero) Acre (be the same a Little More or Less) being denoted as R. S. Plot No.- 1290 (One Two Nine Zero) and also Schedule mentioned Landed Property measuring an area of 0.034 (Zero Point Zero Three Four) Acre (be the same a Little More or Less) being denoted as R. S. Plot No.- 1289 (One Two Eight Nine) as a sole Owner and Possessor AND Shri Uttam Kumar Shaw (Herein No.- 4 of FIRST PART)

was allotted the Schedule mentioned Landed Property measuring an area of 0.027 (Zero Point Zero Two Seven) Acre (be the same a Little More or Less) being denoted as R. S. Plot No.- 1290 (One Two Nine Zero) and also Schedule mentioned Landed Property measuring an area of 0.053 (Zero Point Zero Five Three) Acre (be the same a Little More or Less) being denoted as R. S. Plot No.- 1289 (One Two Eight Nine) as a sole Owner and Possessor.

AND WHEREAS after coming into force of the West Bengal Land Reforms Act (W. B. L. R. Act), "Schedule" mentioned Landed Property, hereunder written, being R. S. Plot No.- 1290 (One Two Nine Zero) was duly recorded in the L. R. R. O. R. as L. R. Plot No.- 3323 (Three Three Two Three); "Schedule" mentioned Landed Property, hereunder written, being R. S. Plot No.- 1289 (One Two Eight Nine) was duly recorded in the L. R. R. O. R. as L. R. Plot No.- 3325 (Three Three Two Five) and "Schedule" mentioned Landed Property, hereunder written, being R. S. Plot No.- 1291 (One Two Nine One) was duly recorded in the L. R. R. O. R. as L. R. Plot No.- 3324 (Three Three Two Four) . Being an absolute Owner, the said Lab Kishore Shaw (Herein Father of No.- 1 and No.-2 of FIRST PART) mutated his name in the office of B. L. & L. R. O., Burdwan and his name was duly recorded in the L. R. R. O. R. in respect of the allotted "Schedule" mentioned Landed Property, hereunder written, being R. S. Plot No.- 1289 (One Two

Eight Nine) and 1290 (One Two Nine Zero), which was allotted as per Final Decree formed in the Suit for Partition by meets and bounds being Title Suit No.- 192 of 2004 by the Learned Civil Judge (Senior Division), Burdwan, and the said Plot of Land is renumbered as L. R. Khatian No.- 6840 (Six Eight Four Zero), and enjoying his landed property by discharging his liabilities towards the State of West Bengal by paying unto it the revenue for the same . Being an absolute Owner, the said Dhanuk Kumar Shaw (Herein No.- 3 of FIRST PART) mutated his name in the office of B. L. & L. R. O., Burdwan and his name was duly recorded in the L. R. R. O. R. in respect of the allotted "Schedule" mentioned Landed Property, hereunder written, being R. S. Plot No.- 1289 (One Two Eight Nine) and 1290 (One Two Nine Zero), which was allotted as per Final Decree formed in the Suit for Partition by meets and bounds being Title Suit No.- 192 of 2004 by the Learned Civil Judge (Senior Division), Burdwan, and the said Plot of Land is renumbered as L. R. Khatian No.- 3449 (Three Four Four Nine) and also being absolute Owner, the said Dhanuk Kumar Shaw mutated his name in the office of B. L. & L. R. O., Burdwan and his name was duly recorded in the L. R. R. O. R. in respect of the Purchased "Schedule" mentioned Landed Property, hereunder written, being R. S. Plot No.- 1291 (One Two Nine One), and the said Plot of Land is renumbered as L. R. Khatian No.- 9248 (Nine Two Four Eight) and enjoying his landed property by discharging his liabilities towards the State

of West Bengal by paying unto it the revenue for the same . Being an absolute Owner, the said Uttam Kumar Shaw (Herein No.- 4 of FIRST PART) mutated his name in the office of B. L. & L. R. O., Burdwan and his name was duly recorded in the L. R. R. O. R. in respect of the allotted "Schedule" mentioned Landed Property, hereunder written, being R. S. Plot No.- 1289 (One Two Eight Nine) and 1290 (One Two Nine Zero), which was allotted as per Final Decree formed in the Suit for Partition by meets and bounds being Title Suit No.- 192 of 2004 by the Learned Civil Judge (Senior Division), Burdwan, and the said Plot of Land is renumbered as L. R. Khatian No.- 1287 (One Two Eight Seven), and enjoying his landed property by discharging his liabilities towards the State of West Bengal by paying unto it the revenue for the same . Thereby, the said Lab Kishore Shaw, the said Dhanuk Kumar Shaw and said Uttam Kumar Shaw has acquired absolute and indefeasible right, title and interest over the Landed Property to which they were legally and lawfully entitled. Hence, the said Lab Kishore Shaw, the said Dhanuk Kumar Shaw and said Uttam Kumar Shaw has acquired a good Title over the "Schedule" mentioned Land without any Interference or Intervention of any or by any other Person/s.

AND WHEREAS thereafter, the said Lob kishore Shaw, the said Dhanuk Kumar Shaw and said Uttam Kumar Shaw for the purpose of Conversion their Landed Property from Classification of Land as "Sali" to

Classification of Land as "Bastu", made several Applications before the Competent Authority and got Permission for Conversion their Landed Property from Classification of Land as "Sali" to Classification of Land as "Bastu", in respect of the "Schedule" mentioned Landed Property, hereunder written, measuring an area about 13 (Thirteen) decimal (be the same a Little More or Less) being L. R. Plot No.- 3323 (Three Three Two Three) corresponding to R. S. Plot No.- 1290 (One Two Nine Zero) , the "Schedule" mentioned Landed Property, hereunder written, measuring an area about 16 (Sixteen) decimal (be the same a Little More or Less) being L. R. Plot No.- 3325 (Three Three Two Five) corresponding to R. S. Plot No.- 1289 (One Two Eight Nine) and the "Schedule" mentioned Landed Property, hereunder written, measuring an area about 09 (Nine) decimal (be the same a Little More or Less) being L. R. Plot No.- 3324 (Three Three Two Four) corresponding to R. S. Plot No.- 1291 (One Two Nine One) . The said Lab kishore Shaw, the said Dhanuk Kumar Shaw and said Uttam Kumar Shaw, for their own interest, together & Jointly intended & framed a scheme to get Constructed a multi-storied Building over their Schedule mentioned hereunder Three (3) Plots of Landed Property . But, for want of time, lack of their Experience and Fund the aforesaid Land Owners were unable to proceed with such Project . Therefore, the aforesaid Land Owners i. e. the said Lab Kishore Shaw, said Dhanuk Kumar Shaw and said Uttam Kumar

Shaw, together & jointly intended and raise to develop their Schedule mentioned, hereunder written, Three (3) Plots of Landed Property by the Experience Developer, who is engaged in the business of Developing & Promoting and also Sponsoring Construction of multistoried Building having its Own Financial resources to carry out any Development Scheme, including Construction of multistoried Building, taking up all the related responsibility of Preparation and Sanction multistoried Building Plan for Construction and engage Engineers, masons and Labourers and wanted to enter into a Development Agreement with such Developer to develop on terms & conditions that Developer would construct a multistoried Building thereon at its Own Cost & Expenses . As per aforesaid Proposal of the said Land Owners, "PODDAR PROJECTS LIMITED" (Herein SECOND PART), a DEVELOPER FIRM, having its registered Office at Poddar Court, 9th Floor, 18, Rabindra Sarani, Kolkata- 700001, West Bengal, having its Knowledge & Experience, agreed to develop and construct a multistoried Building on Schedule mentioned, hereunder written, Three (3) Plots of Landed Property of the said Land Owners at its Own Cost & Expenses and would like to supervise of completing the construction of the Proposed multistoried Building as per the Plan Sanctioned by the Burdwan Municipality, Burdwan and therefore, the said Lab kishore Shaw, the said Dhanuk Kumar Shaw and said Uttam Kumar Shaw, for their own interest,

together & jointly and "PODDAR PROJECTS LIMITED" (Herein SECOND PART), a DEVELOPER, have entered into a Unregistered Development Agreement vide dated 14/02/2011 . Thereafter, the said Land Owners i.e. said Lob Kishore Shaw, the said Dhanuk Kumar Shaw and said Uttam Kumar Shaw have entered into a Development Agreement with the said DEVELOPER, namely, "PODDAR PROJECTS LIMITED" (Herein SECOND PART), on Terms & Conditions as mentioned therein, to Lawfully construct the Proposed multistoried Building and also Executed a Development Power of Attorney concerning that Agreement and appointed the said DEVELOPER, namely, "PODDAR PROJECTS LIMITED" (Herein SECOND PART), as an agent of the aforesaid Land Owners would make Construction of the Proposed multistoried Building over the Schedule mentioned, hereunder written, Three (3) Plots of Landed Property by virtue of a Registered Development Agreement vide Deed No.- 020304274 for the year of 2017 vide dated 02/05/2017 which was Registered at the Office of the Additional District Sub-Registrar, Burdwan and duly incorporated in Book No.- I, Volume No.- 02030-2017 in Pages from No. 69095 to No. 69165.

AND WHEREAS during the continuance of the validity Period of aforesaid Registered Development Agreement, the said Lob kishore Shaw, Gifted his portion in the "Schedule" mentioned Land, hereunder written, in equal share in favour of his Two (2) Sons, namely, Shri Rajesh Shaw (Herein

No.- 1 of FIRST PART) and Shri Rajen Shaw (Herein No.- 2 of FIRST PART) by virtue of a Registered Deed of Gift vide Deed No.- 1859 for the year of 2018 vide dated 12/03/2018 which was Registered at the Office of the Additional District Sub-Registrar, Burdwan and relinquished his all Right, Title & Interest and delivered the Possession in favour of the Shri Rajesh Shaw (Herein No.- 1 of FIRST PART) and Shri Rajen Shaw (Herein No.- 2 of FIRST PART) and on the basis of the aforesaid Deed of Gift, the said Rajesh Shaw (Herein No.- 1 of FIRST PART) and Rajen Shaw (Herein No.- 2 of FIRST PART) became a absolute Owner and is in Possession of the "Schedule" mentioned Land, hereunder written, in equal Shares . Thus, being absolute Owner the said Rajesh Shaw (Herein No.- 1 of FIRST PART) and Rajen Shaw (Herein No.- 2 of FIRST PART) mutated as well as recorded their names in L. R. Khatian No.- 20424 (Two Zero Four Two Four) and 20425 (Two Zero Four Two Five) respectively and used to pay revenue thereon. In consequence to the above circumstances the above mentioned Registered Development Agreement vide Deed No.- 020304274 for the year of 2017 vide dated 02/05/2017 got annulled and ineffective and the same had to be duly cancelled by means of a Registered Deed of Declaration and Cancellation, being No. 190400541 for the year 2022, vide dated 27/07/2022.

AND WHEREAS the Parties of the FIRST PART of this Indenture have acquired absolute and indefeasible Right, Title and Interest in the "Schedule" mentioned Land to which they were legally and lawfully entitled as well as have acquired a Good & Marketable Title over the "Schedule" mentioned Land without any Interference or Intervention of any or by any other Person/s .

AND WHEREAS by virtue of the aforesaid Registered Development Agreement vide Deed No.- 020304274 for the year of 2017 vide dated 02/05/2017 which was Registered at the Office of the Additional District Sub-Registrar, Burdwan and duly incorporated in Book No.- I, Volume No.- 02030-2017 in Pages from No. 69095 to No. 69165, the parties started the venture of the Development amongst themselves and finally when the Plan was sanctioned by virtue of the Memo No. 705/E/VII-4 dated 29/10/2018 bearing Enclosure No. 1501 dated 09/10/2018. Owing to the above referred cancellation of the said Development Agreement vide Deed No.- 020304274 for the year of 2017 vide dated 02/05/2017, the sanctioned plan also became irrelevant and the same was required to be extended. The Parties therefore decided to execute and register a fresh Development Agreement Cum Development Power being No. 020308256 for the year 2022 vide dated 03/08/2022 and the sanctioned plan thereafter got duly extended vide Memo No. 275/E/VII-4 dated 07/05/2022 in regard to

Petition No. 556 dated 08/10/2021 to construct one B+G+7 Storied Commercial cum Residential Building comprising of multiple commercial units, residential units and parking spaces, the parties hereto decided to continue and complete the project in relation to the old Development Agreement and also decided to get themselves allocated with specific allocation in order to avoid further complicity and future inconvenience and for such the FIRST PART informed that they want to execute a new Development Agreement along with a Power of Attorney therein on the following Terms and Conditions and after mutual discussions and on acceptance of the said Proposal of the Parties of the FIRST PART of this Indenture, the said DEVELOPER, namely, "Poddar Projects Limited" (herein Second Part) has accepted the said Offer and decided to raise construction as per the sanctioned plan as mentioned hereinabove by virtue of a Development Agreement cum Development Power of Attorney and the said Development Agreement cum Development Power of Attorney is hereby agreed between the Parties to be executed and registered on the following terms and conditions as stated below to develop the property with a project for construction of multi-storeyed commercial cum residential building along with commercial cum residential complex inclusive of Shops, Offices, Flats/Residential Units and Car Parking Spaces and the and the **DEVELOPER** has entered into one Agreement for

Development cum Development Power of Attorney by virtue of Registered Deed No. 1- 020308256 for the year 2022 vide dated 03/08/2022 registered at the Office of the A.D.S.R., Burdwan being incorporated and registered in the Book No. 1, Volume No. 0203-2022, Pages from 203653 to 203745 and after that the Developer started to raise and construct multistoried building comprised of Residential flats / units/ parking space and Commercial Units on the basis of sanctioned building Plan in order to construct one Multi- storied Building comprised of multiple residential flats, Commercial Units and parking spaces and by its own power would carry out the process of transfer to intending purchasers of flat/unit/car parking space comprising in the proposed building and would also realize the cost of construction of the flat/unit/car parking space and common parts from the intending purchaser directly for self and the cost of the proportionate share of interest in the land described in the "First Schedule" mentioned hereunder and as would be proportionate to each such flat/commercial unit/car parking space and common parts through its Power of Attorneys Holders for and on behalf of the OWNERS and upon receipt of such payment from the intending purchasers the DEVELOPER, shall handover a flat/unit/car parking space alongwith the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/ commercial unit/car parking

space agreed to be acquired by the intending purchasers to the DEVELOPER through its all partners who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land and all the aforesaid activity including the execution of documents and agreements or application loan from any bank or financial institution or in any Govt. Office or/and discharge of all duties regarding signing in the Deeds on behalf of the Firm etc. to done and to be executed by its Representative Partner and in connection to the said Agreement and Power of Attorney and the said Sanctioned Plan, the Developer was authorized to raise multi-storied building consisting of several flats/ commercial unit/parking spaces on the basis of sanctioned building plan whereof is to be obtained from Burdwan Municipality on terms that the developer would make construction of the proposed building and with the authority and power to procure intending purchasers of flat/ commercial unit/parking spaces comprising in the proposed building and would make as an agent for the intending purchasers to be secured by the developer and would also realize the cost of construction of the flat/ commercial unit/parking spaces and common parts from the intending purchasers directly for self and the cost of the proportionate share of interest in the land described in the First Schedule mentioned hereunder and as would be proportionate to each such flat/ commercial unit/parking spaces and common parts for and on behalf

of the OWNER and upon receipt of such payment from the intending purchasers the DEVELOPER shall nominate the intending purchasers for purchase of the undivided, proportionate, importable and indivisible share or interest in the said land as would be proportionate to each such flat/commercial unit/parking spaces agreed to be acquired by the intending purchasers to the said owner who would execute proper sale deed/conveyance deed in respect of the said undivided, importable and indivisible interest in the land.

AND WHEREAS the aforesaid OWNERS have also appointed the developer for developing the property more fully described in the First Schedule here under written by making construction of the proposed multi-storied building comprising several flat/ commercial unit/parking spaces whom the developer would procure on its own and such intending purchaser shall pay consideration money to the developer for the Flats/ commercial units, Parking Spaces, as well as undivided proportionate and importable share of the land out of the land described in the schedule hereunder written save and except the land which will be allotted in favour of the owner after obtaining sanctioned plan from Burdwan Municipality in confirmation of Other Statutory Authority.

AND WHEREAS the aforesaid DEVELOPER is in process of making construction of the proposed multistoried building comprising several Residential Flats/Commercial Units and Car Parking Spaces whom the

DEVELOPER through its Directors would procure on its own and such intending purchaser shall pay consideration money to the DEVELOPER through its Directors for the Residential Flats/ commercial Units and Car Parking Spaces, as well as undivided proportionate and impartible share of the land out of the land described in the schedule hereunder written and after completion of after construction work, the said multistoried Residential Building which will be known as **BURDWAN RESIDENCY-5**, as per the sanctioned plan from Burdwan Municipality and whereas the Super Built Up Area of every Flat means super built-up area is the built up area plus proportionate area of common areas such as the lobby, lifts shaft, stairs, etc. The plinth area along with a share of all common areas proportionately divided amongst all unit owners makes up the Covered Area.

AND WHEREAS the Purchasers, the party of the **THIRD PART** decided to purchase oneBHK Flat/ commercial Unit being **No.** (*also regarded as well as called and known as "....." or also regarded as well as called and known as "....."*) located on the **Floor** of the **B+G+7** Storied Residential Cum Commercial Building named and styled as "**BURDWAN RESIDENCY-5**" on the Side of the said (**.....**) **Floor** measuring **Super Built Up Area** of **Sq. Ft.** (A Little More or Less) and having **Covered Area** cum **Built Up Area** of **Sq. Ft.** (A Little More or Less) and having **Carpet Area** of **Sq. Ft.** (A Little More or Less) and One Covered (**.....**)

Wheeler i.e., Parking Space measuring an area of Sq. Ft. in the Ground Floor of the said Building approached the Owners and Developer and the Owners and the Developer agree to sell the said Flat/ commercial unit and Parking Space with undivided proportionate share in land and common benefit's for a Total Consideration of **Rs.,...../- (Rupees Only)** and in that regard the parties to this Deed have entered into an Agreement for Sale dated of **202....** in order to sale out the said flat and the said parking space in favour of the PURCHASERS.

AND WHEREAS the Purchaser have collected all the copies of title deeds, agreement, power of attorney, Burdwan Municipality sanctioned plans and other related documents and confirms to have inspected and examined the title of the premises referred to in the First Schedule and fully satisfied with the marketable title of the Land Owner and the Purchasers have also inspected the various Agreements, Power of Attorneys herein before referred and also the building plans being duly sanctioned by the Burdwan Municipality and also satisfied and convinced with the right of the Owners and Developer to enter into agreements for sale of the flat and the said parking space together with proportionate share in land and agrees not to raise any objection thereto in future and accordingly entered into the aforesaid agreement to purchase the said flat/ commercial unit and the said parking space.

AND WHEREAS the said flat and the said parking space have since completed in habitable and usable condition and the PURCHASER has inspected the constructed portion of the building and also inspected the constructed Flat/ commercial unit and Parking Space and also inspected the amenities, facilities, common areas, common facility and common spaces and common portions of the said building with all the agreed to be rendered amenities and is fully satisfied with the construction and completion of the building and also the Second Schedule mentioned property and with full consent and assent hereby tenders their full satisfaction in this regard and declares, admits and acknowledges not to raise any objection or claim or demand in future and if so is raised by them then such will be negligible in the eyes of law and the PURCHASER hereby declares that they will be estopped from raising any such claim, demand or objection in future and for such PURCHASER, with full satisfaction has paid the full consideration amount of Rs./- (Rupees Only) being the total sale proceed which includes the cost of land share and cost of the flat/ commercial unit and the said parking space to the Developer/ Confirming Party and PURCHASER has got delivery of possession of the flat/ commercial unit and the said parking space to the satisfaction and they have now requested the Owners and Developer/Confirming Party to transfer the said flat/ commercial unit and the said parking space in their favour by a registered deed of conveyance.

AND WHEREAS the PURCHASERS have paid full contractual consideration money to the Developer and there are no reciprocal financial liabilities remaining from the end of the Purchasers in favour of the Developer/ Confirming Party.

AND WHEREAS for the Purpose of the Interpretation and proper understanding of the language and inherent meaning of this Indenture the meaning of the following words will be as described hereunder;

1.1. OWNERS:

1.SHRI RAJESH SHAW, Son of Shri Lob Kishore Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (Nearby Omkar Nath Ashram), Post - Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; **PAN: ALDPS0968H;**

2. SHRI RAJEN SHAW, Son of Shri Lob Kishore Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman,

West Bengal, PIN.-713101; **PAN:**
ALDPS0968H;

3. SHRI DHANUK KUMAR SHAW, Son of Late Ram Prosad Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; presently residing at Ananda Pally, P.O. Sripally, P.S. Burdwan Sadar, District - Purba Bardhaman, West Bengal, PIN-713103; **PAN : APBPS2600E;**
and **4. SHRI UTTAM KUMAR SHAW**, Son of Late Ram Prasad Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; **PAN :**
ALYPS1055N;

1.2. VENDORS cum SELLERS:

1.SHRI RAJESH SHAW, Son of Shri Lob Kishore Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (Nearby Omkar Nath Ashram), Post - Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; **PAN: ALDPS0968H;**

2. SHRI RAJEN SHAW, Son of Shri Lob Kishore Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; **PAN: ALDPS0968H;**

3. SHRI DHANUK KUMAR SHAW, Son of Late Ram Prosad Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station-

Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; presently residing at Ananda Pally, P.O. Sripally, P.S. Burdwan Sadar, District – Purba Bardhaman, West Bengal, PIN-713103; **PAN : APBPS2600E;** and **4. SHRI UTTAM KUMAR SHAW**, Son of Late Ram Prasad Shaw, Nationality Indian, by faith Hindu, by occupation- Business, residing at Khaluibill Math (nearby Omkar Nath Ashram), Post- Burdwan, Police Station- Burdwan Sadar, District- Purba Bardhaman, West Bengal, PIN.-713101; **PAN : ALYPS1055N;**

1.3. OWNERS' ATTORNEY:

"PODDAR PROJECTS LIMITED" (CIN : L51909WB1963PHC025750), (PAN: AACCP5704B), [A Company duly incorporated and Registered under the Provisions of Indian Companies Act 1956] and having its registered Office at Poddar Court, 9th Floor, 18, Rabindra Sarani, Kolkata-

700001, West Bengal; *represented by its Authorized Signatory cum Authorised Person namely Mr. Pradip Ghosh, S/o Late Trinath Chandra Ghosh. By Nationality: Indian, by caste Hindu, by occupation Service, residing at Bhagini Nibedita Sarani, MB Road, P.O. Birati, P.S. Nimta, Kolkata-700051; PAN. AKIPG [vide Registered Development Agreement cum Development Power of Attorney Deed being Deed No. 1- 020308256 for the year 2022 vide dated 03/08/2022, registered at the Office of the A.D.S.R., Burdwan being incorporated and registered in the Book No. 1, Volume No. 0203-2022, Pages from 203653 to 203745].*

1.4. DEVELOPER:

"PODDAR PROJECTS LIMITED" (CIN : L51909WB1963PHC025750), (PAN: AACCP5704B), [A Company duly incorporated and Registered under the Provisions of Indian Companies Act 1956] and having its registered Office at Poddar

Court, 9th Floor, 18, Rabindra Sarani, Kolkata-700001, West Bengal; *represented by its Authorized Signatory cum Authorised Person namely Mr. Pradip Ghosh, S/o Late Trinath Chandra Ghosh.* By Nationality: Indian, by caste Hindu, by occupation Service, residing at Bhagini Nibedita Sarani, MB Road, P.O. Birati, P.S. Nimta, Kolkata-700051; **PAN. AKIPG;**

1.5. PURCHASERS/VENDEES:

1. SRI., Son of, by faith Hindu, by Nationality Indian, resident of, P.O., Dist. Purba Barddhaman, Pin-.....; presently residing at **Flat No.**, on the **.....- Floor**, Side at "Burdwan Residency-5", G.T. Road, Barddhaman Sadar, Dist. Purba Bardhaman, Pin-713101; **PAN:**

2. SMT., Wife of, by faith Hindu, by Nationality Indian, resident of, P.O., Dist. Purba

Bardhaman, Pin-.....;
presently residing at **Flat No.**, on the
..... **Floor,** Side at "Burdwan
Residency-5", G.T. Road, Bardhaman Sadar,
Dist. Purba Bardhaman, Pin-713101; **PAN:**
.....:

1.6. PREMISES/ PROPERTY:

ALL THAT PIECE AND PARCEL OF TOTAL LAND measuring an area about 0.380 (Zero point Three Eight Zero) Acres or 38 (Thirty Eight) Decimals be the same a little more or less, now lying vacant, appertaining to R. S. Plot No.- 1291 (One Two Nine One), under R. S. Khatian No.- 375 (Three Seven Five) corresponding to Present L. R. Plot No.- 3324 (Three Three Two Four), under L. R. Khatian No.- 9248 (Nine Two Four Eight), classification of Land "Bastu", measuring an area 0.090 (zero point zero Nine zero) acres or 09 (Nine) decimal (be the same a little more or less) and R. S. Plot No.- 1289 (One Two Eight Nine), under R. S. Khatian No.-

1473 (One Four Seven Three) corresponding to Present L. R. Plot No.- 3325 (Three Three Two Five), under L. R. Khatian No.- 3449 (Three Four Four Nine), 1287 (One Two Eight Seven), 20424 (Two Zero Four Two Four) and 20425 (Two Zero Four Two Five) classification of land "Bastu", measuring an area 0.160 (Zero point One Six Zero) acres or 16 (Sixteen) decimal (be the same a little more or less); and R. S. Plot No.- 1290 (One Two Nine Zero), under R. S. Khatian No.- 597 (Five Nine Seven) corresponding to Present L. R. Plot No.- 3323 (Three Three Two Three), under L.R Khatian No.- 3449 (Three Four Four Nine), 1287 (One Two Eight Seven), 20424 (Two Zero Four Two Four) and 20425 (Two Zero Four Two Five), classification of land "Bastu", measuring an area 0.130 (zero point One Three zero) acres or 13 (Thirteen) decimal (be the same a little more or less) And the aforesaid plot numbers situated at

Mouza "Bahir Sarbamangala", J. L. No.- 42 (Forty Two), Keshabganj Mohalla, within the area of Burdwan Sadar Police Station, Dist- Purba Bardhaman, West Bengal and the same are also within the Municipal Limits of Burdwan Municipality, Present Ward No.- 27, TOGETHER WITH Uninterrupted absolute Right of free ingress and egress from the said Land and use of all Common Areas, Benefits, Common Facilities & Amenities and together with Undivided and Impartible Proportionate Share and/or Interest of Land along with all Privileges of Rights of Easements, Quasi Easements, and Others thereof attached thereto are also subject to said Landed Property whereas the property is altogether measuring 0.380 (Zero point Three Eight Zero) acre or 38 (Thirty Eight) decimal (be the same a little more or less) comprising in the above 3 (Three) Plots of Land and the said 0.380 acre or 38 decimal (be the same a

little more or less) and the Total Land is measuring 0.38 Acres (A Little More or Less) i.e., 38 Decimals (A Little More or Less) i.e., 1540.52 Sq. Mtrs. (A Little More or Less) i.e., 16,582 Sq. Ft. (A Little More or Less) of landed property and the said property is demarcated and specifically portrayed in the Sanctioned Plan of the Burdwan Municipality being Municipal Plan Memo No. 705/E/VII-4 dated 29/10/2018 bearing Enclosure No. 1501 dated 09/10/2018 extended vide Memo No. 275/E/VII-4 dated 07/05/2022 in regard to Petition No. 556 dated 08/10/2021 with the permission to construct one Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Residential Building to be comprised with Commercial Units and Residential Flats and Parking Spaces.

1.7. TITLE DEEDS:

Shall means the Deed of Ownership.

1.8. BUILDING :

Shall mean Multistoried Residential Cum Commercial Building named and styled as

"BURDWAN RESIDENCY-5" constructed on FIRST SCHEDULE in accordance with the Sanctioned Plan being Memo No. 705/E/VII-4 dated 29/10/2018 bearing Enclosure No. 1501 dated 09/10/2018 extended vide Memo No. 275/E/VII-4 dated 07/05/2022 in regard to Petition No. 556 dated 08/10/2021 with the permission to construct one Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Residential Building to be comprised with Commercial Units and Residential Flats and Parking Spaces for construction of residential purpose only hereinafter called the "Said Building".

1.9. COMMON FACILITIES :

Shall include lift, corridors, roof, transformer, ways, passages, staircase, passage ways, drive 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, location

enjoyment, maintenance and/or management of the said building.

1.10. COMMON AMENITIES: Shall construe the same meaning as of "COMMON FACILITIES".

1.11. SALEABLE SPACE: Shall mean the space in the building available for independent use and occupation after making due provisions for common facilities.

1.12. BUILDING PLAN: Shall mean the plan Sanctioned Plan being Burdwan Municipality Memo No. 705/E/VII-4 dated 29/10/2018 bearing Enclosure No. 1501 dated 09/10/2018 extended vide Memo No. 275/E/VII-4 dated 07/05/2022 in regard to Petition No. 556 dated 08/10/2021 with the permission to construct one Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Residential Building to be comprised with Commercial Units and Residential Flats and Parking Spaces with its alterations, modifications.

1.13. SAID FLAT & PARKING: Shall mean theBHK Flat/ commercial unit being No. (also regarded as well

as called and known as ".....," or also regarded as well as called and known as ".....") located on theth **Floor** of the Multistoried Residential Cum Commercial Building named and styled as "**BURDWAN RESIDENCY-5**" on the Side of the saidth (.....) **Floor** measuring **Super Built Up Area** of **Sq. Ft.** (A Little More or Less) (inclusive of Super Built Up-Area of Fixed Percentage) and having **Covered Area cum Built Up Area** of **Sq. Ft.** (A Little More or Less) and having **Carpet Area** of **Sq. Ft.** (A Little More or Less) in the said Residential Cum Commercial Multistoried Building comprising of several Residential Flats/ commercial units and Parking Spaces whereas the Flat being 1 (One) Residential Flat total consisting of (.....) Bedrooms, (.....) Living cum Dining cum Hall, (.....) Kitchen, (.....) Balcony/Verandah and

(.....) Toilets and One Covered
(.....) Wheeler i.e., Parking Space
being measuring an area of **Sq. Ft.** in
the Ground Floor OR commercial unit being
measuring an area of _____ Sq. Ft in the
_____ Floor of the said Multistoried
Residential Cum Commercial Building
together with undivided proportionate share
of the land under-earth including right of
easements, common facilities and amenities
annexed thereto morefully described in
"Part-I" and "Part-II" of the "SECOND
SCHEDULE".

1.14. TRANSFER:

Which is grammatical variation by means of
conveyance and shall include the delivery of
possession of the Residential Flat or Flats,
commercial Units, closed Car Parking Spaces
/ Garages in multi-storied residential cum
commercial building to the
Purchaser(s)/Vendee(s) thereof with
undivided interest of land proportionate to

the area of the flat and the right to use in common space in multi-storied building.

1.15. CARPET AREA:

Shall mean and include the net usable floor area of an apartment/ commercial unit, excluding the area covered by the external walls, areas under services areas, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment as per the RERA Act, 2016.

1.16. COVERED AREA:

Shall mean the Plinth area of the said Residential Unit/ commercial unit/Parking Space including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between Two Residential Unit/ commercial units/Parking Space then one - half of the area under such wall shall be included in each Residential Unit/ commercial unit.

1.17. BUILT UP AREA :

Shall mean and include the covered area of the "Second Schedule" mentioned as Residential Flat/commercial unit and Parking Space, external and internal walls and columns, Share of Stair, as specified in the Plan being Memo No. 705/E/VII-4 dated 29/10/2018 bearing Enclosure No. 1501 dated 09/10/2018 extended vide Memo No. 275/E/VII-4 dated 07/05/2022 in regard to Petition No. 556 dated 08/10/2021 with the permission to construct one Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Residential Building to be comprised with Commercial Units and Residential Flats and Parking Spaces.

1.18. SUPER BUILT UP AREA :

Shall mean in context to a commercial Unit/Flat as the area of a commercial Unit/Flat computed by adding an agreed fixed percentage to be built-up and/or the covered area of the commercial Unit/Flat and shall mean and include the covered area of

the particular commercial unit/flat and also include the proportionate share of each commercial unit/flat in the common spaces, common areas, underground water reservoir, overhead water tanks, stair cases, walls, lobbies, corridors, and in all areas which is used for locating common services for eliminating of any disputes in the measurement of the proportionate share of each flat in the common areas and the Super Built Up Area is used and utilized only for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal as per its standing rules and regulations. Be it mentioned here that if any new Rules or Regulations in respect of any Law relating to Development and Real Estate including the RERA Act, 2016 is formed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete

than in that case the commercial unit/Flats are to be sold either by way of measuring the commercial unit/Flat in terms of "Covered Area" and/or measuring the commercial unit/Flat in terms of "Carpet Area" whichever is applicable as per the direction of the Government.

1.19. COMMON PORTIONS :

Shall mean and include corridors, stairs and stair cases, passage ways, drive ways, motor, lift, water pump, transformer, electrifications, underground and overhead water reservoirs, ultimate roof and/or terrace of the said building excluding the Car Parking Spaces and such other open spaces including those exclusive spaces and land of the Landowner which the Landowner may use or permit as the sole and exclusive property of their own for common use morefully described in the THIRD SCHEDULE hereunder written.

1.20. HOLDING ORGANISATION: Shall mean any person/ association or Society that may be formed by the Owners of several

flats/commercial units/car parking space for the common purposes in accordance with Law.

1.21.COMMON PURPOSES :

Shall mean and include the purpose of maintaining the said premises and the said building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Purchaser/s and the common use and enjoyment thereof.

1.22. UNDIVIDED SHARE :

Shall mean and include the respective undivided share and/or interest in the said premises taking into account the total super built up area comprised in the said Flat/Commercial Unit/Car Parking Space constructed by the Developer in the said building, which shall always be impartible.

1.23. ROOF/TERRACE:

Shall mean the ultimate roof over and above the Top 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. However, the Developer reserves the right use the minimum space required for installation of the building signage as well as the Company's Logo, as may be decided by the Developer in due course of time.

1.24. SINGULAR: Shall mean plural and vice versa.

1.25. MASCULINE: Shall include feminine and vice versa.

NOW THIS INDENTURE WITNESSETH THAT :-

IN PURSUANCE of the said Registered **Deed of Agreement for Development cum Power of Attorney** being Registered Deed No. I- 020308256 for the year 2022 vide dated 03/08/2022 registered at the Office of the A.D.S.R., Burdwan being incorporated and registered in the Book No. I, Volume No. 0203-2022, Pages from 203653 to 203745 and in pursuance of the Memo No. 705/E/VII-4 dated 29/10/2018 bearing Enclosure No. 1501 dated 09/10/2018 extended vide Memo No. 275/E/VII-4 dated 07/05/2022 in regard to Petition No. 556 dated 08/10/2021 with the permission to construct one Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Residential Building to be comprised with Commercial Units and Residential Flats and Parking Spaces issued by the Burdwan Municipality in confirmation of Other Statutory Authority and in terms with the Agreement for Sale dated— **of 2023** as entered

upon between the all parties in connection to purchase the schedule mentioned flat/ commercial unit and Parking Space and in lieu of the consideration of **Rs./- (Rupees Only)** paid by the Purchasers to the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party which includes the cost of the proportionate share in land and as well as the cost of the Residential Flat/ commercial unit and Parking Space in concurrence and consent of the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party and the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party hereby the receipt of such payment of **Rs. /- (Rupees Only)** where of the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party themselves hereunder doth admit and acknowledge as per memo of consideration/receipt below and of and from the payment of the same forever release, discharge and acquit the PURCHASERS CUM VENDEES and the said undivided share of land at the premises referred to in the "**First Schedule**" herein and the said Residential Flat/ commercial unit and Parking is referred to in the "Second Schedule" with rights in common areas and benefit's attributable to the said Residential Flat/ commercial unit and Parking Space and all appurtenances thereto and the Owners cum Sellers cum Vendors through their representative Attorney doth hereby grant, sell, convey, transfer, assign and

assure **ALL THAT** Residential Flat/ commercial unit and Parking Space together with undivided proportionate share in land attributable to the Residential Flat/ commercial unit and Parking Space fully described in the "Second Schedule" hereunder written together with all common rights and facilities attributable thereto referred to in "Third Schedule" in favour of the PURCHASERS and the Developer themselves being the Confirming Party hereby doth hereby concur and confirm the sale and the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party hereunder release discharge and acquit and transfer the PURCHASERS all that the said Residential Flat/ commercial unit and Parking Space together and common benefit's fully described in the "Third Schedule" hereunder written in the earlier constructed building lying and situate at the premises referred to in the "First Schedule" hereinafter and the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party doth hereby grant, sell, convey, transfer, assign, and assure unto the Party to the THIRD PART being PURCHASERS *cum* VENDEES **TO HAVE AND TO HOLD ALL THAT** all that undivided proportionate share in land and the said Residential Flat/ commercial unit and Parking Space and the reversion or reversions, remainder or remainders and the rents, issues and profit's and all the estate, rights title, interest, property, claim and demand whatsoever of the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party

unto or upon the PURCHASERS cum VENDEES and the said Residential Flat/ commercial unit and Parking Space and all other benefit's hereby granted, sold, conveyed transferred assigned and assured or expressed so to be **TOGETHER FURTHER WITH** and subject to the easements or quasi-easements and other stipulations and provisions in connections with the beneficial common use and enjoyment of the said Residential Flat/ commercial unit and Parking Space and all other benefit's and rights hereby granted sold, conveyed, transferred, assigned and assured or expressly so **AND ALSO SUBJECT** to the PURCHASERS CUM VENDEES paying and discharging all proportionate taxes, impositions and other common expenses, service charges and maintenance charges and other charges relating to the premises referred to in the "Fourth Schedule" herein.

THE OWNERS CUM SELLERS CUM VENDORS THROUGH THEIR REPRESENTATIVE ATTORNEY AND DEVELOPER/CONFIRMING PARTY i.e., the PARTY TO THE FIRST AND SECOND PART DOH HEREBY CONVENANT WITH THE PURCHASERS CUM VENDEES i.e., the PARTY TO THE THIRD PART as follows :-

1. That the Purchasers shall have only right to the "Second" Schedule mentioned Flat/ commercial unit and Parking Space only but they will not claim any right/kind whatsoever right in any other flat/ commercial unit and parking space of the "First" Schedule mentioned property and building standing thereon.

2. The Purchasers shall maintain the inner portion of the "Second" Schedule mentioned Flat/ commercial unit and Parking Space Area, but the other portion is to be maintained jointly with the other flats owners of the "FIRST" Schedule building by paying proportionate charges for maintenance.
3. The Purchasers at his/her/their own cost shall take separate electric meter for enjoyment of electric energy in the "SECOND" Schedule mentioned Flat. The meter can be installed in a common meter space of "FIRST" Schedule property. The purchasers after taking meter in his/her/their own name shall pay meter rent and electric charges at their own risk and responsibility.
4. The rights of the PURCHASERS of the "SECOND" Schedule mentioned Flat/ commercial unit and Parking along with the proportionate interest in the common areas and facilities shall be inheritable and transferable like other immovable property. The PURCHASERS shall have every right to transfer, let out and lease out, mortgage the "SECOND" Schedule mentioned Flat/ commercial unit and Parking Space in the premises purchased or acquired by the purchasers TOGETHER WITH ALL the benefit's and facilities as herein provided. However, a residential unit may only be leased out for residential purpose and a commercial unit shall remain restricted for commercial lease out only.

5. The Purchasers shall apply for mutation of his/her/their own names for separate assessment of "SECOND" Schedule mentioned Flat/ commercial unit and Parking Space and shall pay Burdwan Municipality Tax directly in his/her/their own name(s) and so long "SECOND" Schedule mentioned Flat and Parking Space is not separately assessed. The PURCHASERS shall pay proportionate Burdwan Municipality Tax which will be determined by the Burdwan Municipality; so long Association is not formed.
6. That the PURCHASERS shall enjoy the super-built up area of the said Second Schedule mentioned flat/ commercial unit along with rights in common lawfully entitled thereto all sewers, drains, water courses and all proportionate rights in all the common areas as mentioned in "Third Schedule" hereinabove.
7. That the PURCHASERS shall become and remain member of the Association to be formed by the flat/ commercial unit owners for safe guarding and maintaining all matters of common interest like repairs, white washing, color washing and or painting of the common parts of the Building and repairing of passage, staircases, compound walls and all other common amenities.
8. That the PURCHASERS shall observe and perform the terms and condition and byelaws and rules of Association and his/her/their successor - in interest shall not by virtue of this deed acquire any right or rights which

would be prejudice the free use and enjoyment of the common rights by the owners and occupiers of the other flats/ commercial unit.

9. That the PURCHASERS shall have the right to enter into any other flat/ commercial unit in the said building for the purpose of effecting repair of service pipe lines, electrical line and portion of their flat as may reasonably necessitated such entry with a three days' advance intimation (except emergency) to her for such intended entry. The owner concerned shall and will allow the owners of the other flat such entry into their flats under similar notice in writings.
10. That the association of the flat owners shall be formed by the Purchasers herein jointly with other similar flat owners in the said building complex and to that effect submit necessary documents to the competent authority according to the provision of West Bengal Apartment Ownership Act, 1972 and in that case every Purchaser shall and will sign and execute all necessary forms returns, declarations, and other documents as may from time to time become necessary.
12. The PURCHASERS cum VENDEES being absolute owner shall have the rights to sell, transfer, mortgage, lease or otherwise alienate and encumber the Residential Flat/ commercial unit and Parking Space hereby conveyed without interference of any person or persons.

13. That the PURCHASERS after taking possession of the said flat/ commercial unit shall not be entitled to do any act of addition alteration of plinth floor ceiling and walls or any part connected with "First" schedule property (Building) which may cause damage to the Co-flat/ commercial unit owners. Additions or alterations may be made within the flat/ commercial unit in consultation with an engineer with proper intimation to the association in such a way which will not give any extra load or cause damage to the said building
14. The PURCHASERS' undivided interest in the soil of the land described in the "First" schedule hereinabove written shall remain joint for ever with the owners of other flats/ commercial unit in the said building.
15. All taxes, levies and impositions, deposit's etc. for the premises as a whole is to be shared with the other occupiers.
16. That the PURCHASERS shall not throw or accumulate or cause to be thereon or accumulate any dirt rubbish at any portion of the said building which may create trouble and/or disturbance to the vendors and the developer or the owners of the said building.
17. That the PURCHASERS shall not carry on or cause to be carried on any obnoxious, injuries noisy, dangerous hazardous or immoral activities in the said flat shall not do any act which may cause nuisance in the said building.

18. All litigations costs relating to the common parts and common interest in the said building is to be shared with other occupiers.
19. That the interest which each of the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party profess to transfer subsist and they have respective right, absolute authority and full power to grant, convey, transfer and assure the undivided impartibly share in land and the said Residential Flat/ commercial unit and Parking Space including common areas and facilities respectively.
20. The PURCHASERS cum VENDEES shall have absolute and unfettered proprietary right to the said Residential Flat/ commercial unit and Parking Space such as of the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party derive from his/her/their respective right, title and interest save and except demolishing and committing waster in respect of the property.
21. The PURCHASERS cum VENDEES shall have the right of execution, maintenance, repairing replacing, painting of the doors, windows inside decoration of the said Residential Flat/ commercial unit and Parking Space provided any such act, does not cause obstruction or nuisance or permanent obstruction to the other Residential Flats/ commercial unit owners.

22. The Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party shall from to time and at all times hereafter upon every reasonable request and at the cost of the PURCHASERS cum VENDEES make do acknowledge, exercise, execute and register and cause to be made, done and registered all such further deed/deeds as shall be reasonably required to make perfect all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the right, title and interest of the conveyed property and the right of use and enjoyment of common user facilities attributable thereto.
23. The unsold saleable space on the Ground Floor and Car parking spaces in the building shall remain property of the Developer only who constructed the building being the Confirming Party of this Deed. The Developer alone shall have full and exclusive right, title and interest and authority to sale the aforesaid Parking Space with all rights and facilities of common area and benefit's now being enjoyed by the Developer and Landowner and other unit's holder as the Developer think fit and proper and the said parking spaces on the Ground Floor shall not be treated as common portion of the building.
24. That the Owners cum Sellers cum Vendors will be strictly duty bound to clear all ambiguities and anomalies in respect of the "First Schedule"

mentioned Property strictly liable to make the property free from all encumbrances, charge, lien or liability in order to acquire a good title over the "First Schedule" mentioned property without any interference or intervention of any or by any other person or any charge, lien or any such other liability and in default in respect of such terms and conditions by the Owners cum Sellers cum Vendors, the PURCHASERS cum VENDEES will be free and will have right to initiate and bring legal action against the Owners cum Sellers cum Vendors directly but not against the Developer.

25. That the PURCHASERS shall have full right and privilege to use the main common driveway and common area in the Parking Space Zone as the Pathway as well as Driveways and the way to approach at the Parking Area of the Building but in no manner the Purchasers shall obstruct the said common driveway and common area in the Parking Space Zone by way of keeping and/or throwing and/or storing and/or putting any kind of article and/or garbage and/or any kind of item and/or any sort of vehicle and/or whatsoever and the Purchasers shall also have the right to use and enjoy the alternative way to approach at the Building and Parking Spaces and may use the same as the Pathway and Road as well as Driveways and the way to approach at the Parking Area of the Building but the OWNERS along with the present Purchasers and also the other Purchasers of the Residential Unit's of the present Building will reserve the pathway right in

respect of, on and over the alternative way cum road and in that regard the OWNERS along with the present Purchasers and also the other Purchasers of the Residential Units/ commercial units of the present Building and also the DEVELOPER may itself or any of it's staffs or any other person as allowed and permitted by the said DEVELOPER and the OWNERS along with the present Purchasers and also the other Purchasers of the Residential Unit's of the present Building to use and utilize the said road and in that regard no person will have any right to cause obstruction or hindrances or objection and if any of such is caused, then that will not be taken into consideration and will have no effect at all.

THE PURCHASERS CUM VENDEES i.e., the PARTY TO THE THIRD PART DOTH HEREBY COVENANT AND AGREE WITH THE OWNERS CUM SELLERS CUM VENDORS THROUGH THEIR REPRESENTATIVE ATTORNEY and DEVELOPER/CONFIRMING PARTY i.e., the PARTY TO THE FIRST AND SECOND PART as following :-

1. The PURCHASERS neither have not shall claim from the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party any right, title and interest in any other part or portion of the building save and except the Residential Flat/ commercial unit and Parking Space or Commercial Unit hereunder conveyed but shall

have common rights and facilities and benefit's provided only in "Third Schedule" hereunder written.

2. The PURCHASERS CUM VENDEES shall not at any time claim partition of the undivided proportionate share in the land or the common portion and common areas and facilities.
3. The PURCHASERS CUM VENDEES shall use the Residential Flat/ commercial unit and Parking Space for the designated purpose only. The PURCHASERS CUM VENDEES shall regularly and punctually pay the proportionate share of common expenses from the date of delivery of possession of the Residential Flat/ commercial unit and Parking Space.
4. The PURCHASERS CUM VENDEES shall be liable to pay proportionately all common charge common electricity, generator other levies and outgoing maintenance charges and repairs of common portions and repairs and painting of the outer walls of the building, and other expenses necessary for the said building from the date of delivery of possession of the Flat/ commercial unit and Parking Space.
5. The PURCHASERS CUM VENDEES shall get the Residential Flat/ commercial unit and Parking Space mutated in the records of the BLLRO, Burdwan-1 and in the records of the Burdwan Municipality and other authorities and shall pay all taxes and impositions separately along with the proportionate

common expenses and water charges etc. to be levied thereon from the date of delivery of possession of the Residential Flat and Parking Space.

6. The PURCHASERS cum VENDEES along with other Owners of all other Residential units/ commercial unit of all other portions of the Building shall form a service organization for management and maintenance of the building and shall abide by the rules and regulation and bye laws of the said Association or Organization as the case may be.
7. The PURCHASERS cum VENDEES shall not independently decorate the exterior of the said building and shall not make any structural additions or improvement in the said Residential Flat/ commercial unit and Parking Space as well as in the said building and shall not disturb or attach or break the constructions of the said building nor shall do any act whereby the construction and/or safety and stability of the said building may be prejudiced and/or effected. The PURCHASERS CUM VENDEES along with other owners and occupiers shall keep the said building and common areas and facilities and common installations in good repairable condition.
8. The PURCHASERS cum VENDEES shall not keep or throw, dirt, rubbish rags refuse or other articles in the stairs or in common passage in the said buildings and shall not block the common passage in any manner whatsoever.

9. The PURCHASERS cum VENDEES shall not store any inflammable, combustible explosive or offensive and hazardous articles in the Residential Flat/ commercial unit and Parking Space or elsewhere surrounding the building. The Purchasers have taken inspection of the Residential Flat/ commercial unit and Parking Space and found it is good habitable condition and order and has got no dispute thereof and accepted possession of the said Residential Flat and Parking Space.
10. That the terms, conditions and stipulations made herein contained shall be final and conclusive and shall prevail over any other contrary conditions and stipulations made herein before.
11. It is mutually agreed between the parties herein that for the purpose of any proximate or contingent other Phase construction works period for other floors PURCHASERS cum VENDEES shall not be entitled to make any objection, claim, right to egress and ingress of Path Ways of the building provided that if the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party duly obtains the No-Objection cum Consent Certificate from the Flat Owners.
13. That the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party will have the exclusive right over all garages which will remain as unsold and in respect of those unsold Garages or Car Parking Space, the Owners cum Sellers cum Vendors

through their representative Attorney and Developer/Confirming Party may transfer or alienate or convey the same in favour any person may an individual or a juristic entity as per it's own wish and in that respect the PURCHASERS cum VENDEES or any other person/s cannot raise any objection in that regard and if such is raised then that will have no effect and will be absolutely negligible.

14. That the PURCHASERS cum VENDEES hereby admit that the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party had complied all terms and conditions of Mutual Agreement and the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party hereby admit that the PURCHASERS cum VENDEES had also complied all terms and conditions of Agreement for Sale.
15. That the PURCHASERS cum VENDEES will pay all charges of Burdwan Municipality tax and revenue and other payable statutory charges in respect of the purchased property and other facilities as described in this indenture.
16. That the project and the Building constructed at the said premises named and styled as "**BURDWAN RESIDENCY-5**" and the same shall always be known by the said name. The Association, the Maintenance agency, the Purchaser/s herein and/or the commercial unit /Flat/Car parking Owners

and Occupiers shall not be entitled to change the same name under any circumstances whatsoever.

17. That so long the society or association is not formed for the purpose of utilizing common facilities, electricity etc. the all of the Flat Owners shall have the full and absolute liability and responsibility to bear the cost of such common facilities, electricity etc. and in that regard one common fund is to be created and in that fund all the Flat Owners are bound to deposit equal and equivalent amount of fund in order incur all the expenses related to common facilities, electricity etc. and the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party will have no right to disconnect or to discontinue any such facilities/electric connection AND the PURCHASERS cum VENDEES further agrees and covenant with the Owners cum Sellers cum Vendors through their representative Attorney and Developer/Confirming Party that so long the Burdwan Municipality and other Statutory rate and taxes and other levies are not being assessed separately by the authority concerned in respect of the said land and premises the PURCHASERS cum VENDEES will pay the appropriate rates, taxes, charges and all outgoings as will be fixed by Owners cum Sellers cum Vendors through their representative Attorney and in terms of such payment each Flat/ commercial unit Owner is bound to deposit equal and equivalent amount of fund in order incur all the

expenses in that regard without raising any objection and the PURCHASERS cum VENDEES covenant and agrees to observe perform and comply with the terms and condition set out and mentioning various clauses of the "Fourth Schedule" hereunder written.

18. That after the date of delivery of the Second Schedule mentioned Flat/ commercial unit and Parking Space the purchasers shall at their own costs and expenses do the followings: -

- a) To keep the unit and every part of thereof and all fixtures and fittings therein or exclusively for the unit properly maintain and the good repair and in a neat and clean condition.
- b) To use the unit and all common portions carefully peaceably and quietly and only for the purpose of residence.
- c) The Purchasers from their own cost shall maintain the flat/ commercial unit and common area commonly with other owners.

19. **That the Purchasers shall not do the followings:-**

- a) That the Purchasers shall not cause any damage of the column supports foundation wall, beams plinth, ceiling of the flat and shall not do any act which may diminish the lateral support of beam etc. and shall not create any nuisance and annoyance and also shall not do any acts of addition and alteration work which may destroy the lateral support of the "First" schedule building and diminish the strength of structure.

- b) To obstruct the Owners and the Developer or the owner's association after formation for maintaining any act relating to the common purpose and to discharge any staff of the building without the consent of the Owners and/or the Developer till completion of the project.
- c) To violate any terms and conditions and rules and regulations for maintaining the said building.
- d) To injure or harm or causing any damage to any common portion other unit of the building by making any alteration or withdrawing any supports or otherwise.
- e) To carry and store any obnoxious, injurious, dangerous, inflammable articles or things and also shall not use the unit for any illegal and immoral purpose over and above the said flat/ commercial unit and the common areas are not being used for the purpose other than the designated purpose.
- f) To do or permit anything to be done causing nuisance and/or annoyance to the occupiers of the other unit's of the said building or adjoining building. And also shall not throw or accumulate any dirt or rubbish or other refused articles within the common parts of areas in the said building compound or any portion of the building or land comprising the premises other than the specific areas.

- g) To use or allow the said flat/ commercial unit or any part thereof to be used for any club meeting, conference, nursing home, hospital, boarding house, eating house or any other similar public purpose.
- h) To put and affix any sign Board name plates to other things in common portion or outside walls of the building or outside walls of the flat without the permission of the association but shall not prevent displaying a decent name plates in the outside of the main door of the said flat. However this restriction shall not remain applicable upon the Purchasers of the Commercial Units in the said Residential Cum Commercial Building.
- i) To keep up heavy articles or things which likely to damage the floor or operate any machine or machineries other-than home appliances. The Purchaser should keep the common passage and corridors clean and clear for easy movements.
- j) To plant by storing earth on the roof and also shall not give any extra load either by erecting any wall inside the unit or by any means on the building.
- k) To keep any domestic animals or pets without the permission from the competent authority.
- l) To sell the Parking Space separately, but the same can be sold along with the apartment.

- m) To change the usage of the said Flat/ commercial unit and Parking Space and/or erect or construct any structure whether temporary or permanent, in the said Flat and Parking Space and or make any alterations, addition or improvements in the said Flat and Parking space. Further not entitled to chisel or in any other cause damage to columns, beams, walls, slabs or R.C.C. or any other support.
 - n) To use the small room situated over the stair hall roof and the same will be kept exclusively for the Developer's use.
20. THAT in near or in remote future, the DEVELOPER enters upon into any agreement for development of any plot situated surrounding the premises mentioned in the FIRST SCHEDULE of this indenture, then the DEVELOPER will have all the right to use or to let use the pathway and road located within and surrounding the said project situated over the land described in the FIRST SCHEDULE and the road may be used as normal and regular basis by probable or future purchaser or any person associated with such projected or proposed development.
21. That the OWNERS and DEVELOPER will reserve the pathway right in respect of, on and over the road within the project and the entire First Schedule mentioned Land and in that regard the DEVELOPER may themselves or any of their staffs or any other person as allowed and permitted by the said DEVELOPER to use and utilize the said road and in

that regard no person will have any right to cause obstruction or hindrances or objection and if any of such is caused, then that will not be taken into consideration and will have no effect at all.

OWNERS cum VENDORS cum SELLERS through their Representative Attorney hereby relinquish all Rights, Title, Interest and Possession whatsoever in favour of the **PURCHASERS cum VENDEES** and the **DEVELOPER** being the Confirming Party hereby confirms the sale without any objection whatsoever.

The said **Flat/** commercial unit in the **Floor** of the B+G+7 Storied Residential Cum Commercial Flat Building as specified in the Second Schedule of this Deed and the said **Parking Space** in the **Ground Floor** of the B+G+7 Storied Residential Cum Commercial Flat Building as specified in the Second Schedule of this Deed has been specifically demarcated and portrayed in the Map which annexed herewith this indenture and which will be treated as part and parcel of this Deed of Sale.

The **PURCHASERS CUM VENDEES** paid Stamp Duty over the market value assessed by A.D.S.R, Burdwan.

The consideration amount has been settled a sum of **Rs./- (Rupees Only)** and the assessed market value has been held a sum of **Rs./- (Rupees Only)**. The payable Stamp duty has duly been assessed over the Government Assessed Value by the A.D.S.R, Burdwan. The present instrument has been prepared upon the stamp valued at **Rs. 5,000/-** and

rest payable Stamp Duty has been paid through e-Payment Process of GRIPS Portal and Registration Fees has been also been paid through e-Payment Process of GRIPS Portal.

The photos, finger prints, signatures of the **Constituent Power of Attorney Holders** of the **OWNERS cum VENDORS cum SELLERS** and the photos, finger prints, signatures of the **DEVELOPER** and the photos, finger prints, signatures of the **PURCHASERS cum VENDEES** are annexed herewith in separate sheets, which will be treated as the part of this deed.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ENTIRE PROPERTY/PREMISES (PROJECT PROPERTY/PREMISES)

ALL THAT THE PIECE AND PARCEL OF BASTU LAND WITH GROUND (G) PLUS (+) SEVEN (7) STORIED COMMERCIAL CUM RESIDENTIAL BUILDING THEREON measuring an area about **0.380 (Zero point Three Eight Zero) Acres** or **38 (Thirty Eight) Decimals** be the same a little more or less, now lying vacant, appertaining to -

- a. R. S. Plot No.- 1291 (One Two Nine One), under R. S. Khatian No.- 375 (Three Seven Five) corresponding to Present L. R. Plot No.- 3324 (Three Three Two Four), under L. R. Khatian No.- 9248 (Nine Two Four Eight), classification of Land "Bastu", measuring an area 0.090 (zero point zero Nine zero) acres or 09 (Nine) decimal (be the same a little more or less);

- b.** R. S. Plot No.- 1289 (One Two Eight Nine), under R. S. Khatian No.- 1473 (One Four Seven Three) corresponding to Present L. R. Plot No.- 3325 (Three Three Two Five), under L. R. Khatian No.- 3449 (Three Four Four Nine), 1287 (One Two Eight Seven), 20424 (Two Zero Four Two Four) and 20425 (Two Zero Four Two Five) classification of land "Bastu", measuring an area 0.160 (Zero point One Six Zero) acres or 16 (Sixteen) decimal (be the same a little more or less); *and*
- c.** R. S. Plot No.- 1290 (One Two Nine Zero), under R. S. Khatian No.- 597 (Five Nine Seven) corresponding to Present L. R. Plot No.- 3323 (Three Three Two Three), under L.R Khatian No.- 3449 (Three Four Four Nine), 1287 (One Two Eight Seven), 20424 (Two Zero Four Two Four) and 20425 (Two Zero Four Two Five), classification of land "Bastu", measuring an area 0.130 (zero point One Three zero) acres or 13 (Thirteen) decimal (be the same a little more or less).

And the aforesaid plot numbers situated at Mouza "Bahir Sarbamangala", J. L. No.- 42 (Forty Two), Keshabganj Mohalla, within the area of Burdwan Sadar Police Station, Dist- Purba Bardhaman, West Bengal and the same are also within the Municipal Limits of Burdwan Municipality, Present Ward No.- 27, TOGETHER WITH Uninterrupted absolute Right of free ingress and egress from the said Land and use of all Common Areas, Benefits, Common Facilities & Amenities and together with Undivided and

Impartible Proportionate Share and/or Interest of Land along with all Privileges of Rights of Easements, Quasi Easements, and Others thereof attached thereto are also subject to said Landed Property whereas the property is altogether measuring 0.380 (Zero point Three Eight Zero) acre or 38 (Thirty Eight) decimal (be the same a little more or less) comprising in the above 3 (Three) Plots of Land and the said 0.380 acre or 38 decimal (be the same a little more or less) and the Total Land is measuring **0.38 Acres (A Little More or Less) i.e., 38 Decimals (A Little More or Less) i.e., 1540.52 Sq. Mtrs. (A Little More or Less) i.e., 16,582 Sq. Ft. (A Little More or Less)** of landed property and the said property is demarcated and specifically portrayed in the Sanctioned Plan of the Burdwan Municipality being Municipal Plan Memo No. 705/E/VII-4 dated 29/10/2018 bearing Enclosure No. 1501 dated 09/10/2018 extended vide Memo No. 275/E/VII-4 dated 07/05/2022 in regard to Petition No. 556 dated 08/10/2021 with the permission to construct one Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Building to be comprised with Commercial Units and Residential Flats and Parking Spaces

AND THE SAID PREMISES IS BUTTED AND BOUNDED BY,

- In the North:** 75 Feet Wide G.T. Road;
- In the South :** Dreamland Nursing Home;
- In the East:** Canal;

In the West : Petrol Pump:

The Property is having Holding No. "57/1" of Ward No. 27, Mahalla – Keshabganj within the limit of Burdwan Municipality.

Revenue payable to the State of West Bengal through B.L & L.R.O., Burdwan-
I.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-1

'SAID COMMERCIAL UNIT/FLAT'

ALL THAT PIECE AND PARCEL of theBHK Flat/ commercial unit being **No.** (also regarded as well as called and known as "....." or also regarded as well as called and known as ".....") located on theth **Floor** of the **B+G+7** Storied Residential Cum Commercial Building named and styled as "**BURDWAN RESIDENCY-5**" on the Side of the saidth (.....) **Floor** measuring **Super Built Up Area** of **Sq. Ft.** (a little more or less) (inclusive of Super Built Up-Area of Fixed Percentage) and having **Covered Area** cum **Built Up Area** of **Sq. Ft.** (A Little More or Less) and having **Carpet Area** of **Sq. Ft.** (A Little More or Less) in the said Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Building comprising of several Shops, Residential Flats and Parking Spaces whereas the Flat being 1 (One) Residential Flat total consisting of (.....) Bedrooms, (.....) Dining cum Hall,

..... (.....) Kitchen, (.....) Balcony/Verandah and (.....) Toilets together with the proportionate share of land contained at and under the said premises and further together with the all rights of common user of Path, Passage, Stair, Lift, Lobby, Roof, Transformer, Water Pump, Water Reservoir and Tank Sanitary, Cable etc. meant for common use of the at First schedule mentioned building being common areas, benefit's, amenities, facilities and others thereof of the Building Constructed and upon the **FIRST SCHEDULE** premises above together with benefit of common areas and facilities referred to in the Third Schedule herein and the said Flat has been specifically demarcated and portrayed in the map and bordered with "**RED**" colour and the said Map is annexed herewith this Deed and which will be treated as part and parcel of this Deed of Sale.

PART- II

SAID PARKING SPACE

ALL THAT PIECE AND PARCEL of One Covered cum (.....) Wheeler Parking Space measuring an area of **Sq. Ft.** in the Ground Floor of the said Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Residential Cum Commercial Building named and styled as "BURDWAN RESIDENCY-5" comprising of several Residential Flats, Commercial Units and Parking Spaces, is hereby transferred and sold by the OWNERS and DEVELOPER in favour of the PURCHASERS and the Purchasers obtain the said cum

(.....) Wheeler Parking Space and it appertaining Right of Parking in the specified area of the said Building and the said Wheeler Parking Space has been mentioned in the Map and specifically demarcated, portrayed and bordered with "GREEN" colour and the said Map is annexed herewith this Deed and which will be treated as part and parcel of this Deed of Sale.

PART- III

(SPECIFICATION OF FLAT)

BUILDING STRUCTURE:- Reinforced Cement Concrete (1:2:4),

MAIN WALLS & PARTITION WALLS:- 200 MM/250 MM Thick Cement Brick Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat Separating Wall and Partition Walls inside the respectively,

FLOOR:- Vitrified Floor Tiles for All room, Verandah, Hall, Kitchen, Bath/Toilet.

SKIRTING AND DADO:- Tiles the height not to be exceeded 150 MM High and the Dado Not Exceeding 200 MM High (For Toilet Glazed Tiles will be used up to a height of 6 Ft. form Skirting).

PLASTERING:- Plastering to external walls will be of 20 MM. thick in 1:5 Cement, Sand and Mortar. Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and

Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar.

WOODWORK AND JOINERY:- 100 MM X 50 MM. Malaysian Sal Wood or equivalent section for Door frame, 32 mm. Thick solid core Flush door, Thickness of the shutter will be 32 mm. Main Door shutter for the owners will be made of quality Flush door.

M. S. GRILL WORKS:- All windows will be aluminium framed with necessary hardware fittings. The grill -works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

PAINTING:- All the internal wall surfaces and the ceiling will be finished with Plaster of parish.
The external wall surfaces will be finished with snow-cem or equivalent cement based paint. All the wooden surfaces and the steel surfaces will be finished with enamel paint after necessary priming coat

FINISHING WORKS FOR GROUND FLOOR:- The Parking areas will be finished with neat cement finish.

HARDWARE FITTINGS AND FIXTURES:- All the hardware Fittings will be of aluminum. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat. Door stoppers will be fixed in every door.

ELECTRICAL WORKS:- All the electrical lines will be concealed with copper wires. with PVC conduit. Each flat will have the following electrical points.

Each Bed Room Two light points, One Plug point, One Fan Point.

Living Room cum Dinning Space Three light Points Two Fan Point, One Plug Point, one Freeze point.

Kitchen One light Point, One Power Point, One Exhaust fan point.

Exhaust Fan points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet.

WATER SUPPLY & DRAINAGE:- One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir.

The drainage line will be connected to the existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

TOILET FITTINGS & FIXTURES:- Each toilet will be provided with one shower, one Anglo Indian/European commode. Necessary taps will be provided in the toilets and the floor will be of cut pieces marble (1'6"X 1'6"). One basin with tap will be installed at Dining Hall.

KITCHEN SPACE:- Each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

OVER HEAD TANK:- P.V.C.

AMENITIES:-

Security & safety:

1. Parking in Covered boundary area,
2. Window & balcony covered with grill work,
3. Well founded building structures

Additional Facilities:

1. Concealed work for water & electricity line,

THE THIRD SCHEDULE ABOVE REFERRED TO:

COMMON AREAS, RIGHTS & FACILITIES

- a) The land described in the First Schedule hereinabove and the Roof of the Building along with all easement rights and appurtenances adjacent to the land.
- b) The space within the building comprised of entrance therein, stair case, lift, lands and uses of roof for hanging clothes etc. for drying.
- c) The foundation, column beams, structures, main walls, the gates of the premises, building and space landings to the Building and staircases.
- d) The installation for common services such as the drainage systems in the premises, rain water pipe system, water supply arrangements including water and sewerage evacuation pipes from the flats to drains, sewer common to the said building and electric connection (except in the unit) and also the other civic amenities if any in the said premises.
- e) Lift, Staircase on all floors, staircase, landing on all floors & Roof
- f) Common passage form Burdwan Municipality road to the ground floor staircase building, water pump, water tank and other plumbing installation and pump room.
- g) Electrical wiring motors, electrical fitting (except those which are installed for Particular unit), Electrical Sub – Station etc.
- h) Drainage and sewers.

- i) Bounding wall and main gate.
- j) Such other fitting, equipment and fixtures which are begin did neither use commonly nor the common purpose or needed for using the individual facilities.
- k) Water pipes (Save those inside the Flat)
- l) Installations for fire fighting, if any, of the BUILDING
- m) Wiring and accessories for lighting of BUILDING of common portions.
- n) Electrical Installations relating to meter for receiving electricity from Electricity Agency, pump and motor of the Building.
- o) Ground floor Lobby.
- p) Machinery of the BUILDING.
- q) Drains, Sewers, Septic tank and pipes of the BUILDING.
- r) Open and/or covered paths and passages inside the PREMISES which comprise of BOUNDARY WALLS.
- s) Water pipes (Save those inside the Building)
- t) Deep Tube well. Wiring and accessories for light of common portions of the premise.
- u) Pumps and motors reserved for use for common portion of the PREMISES,
- v) Light arrangements at the main gate, passage and in common areas of the PREMISES.

THE FOURTH SCHEDULE ABOVE REFERRED TO

COMMON EXPENSES

1. The cost of maintaining, replacing, painting, rebuilding, replacing, decorating the main structure of the said building including the exterior thereof and in particular the common portion of the roof, if any terrace landing and staircase of the building, shutters, rain water pipes, motor pump, water sources pipes, electrical wire sewerages drains and all other common parts of the fixtures fittings and equipments in under or upon the building enjoyed or used in commonly the occupier thereof.
2. The cost of acquisition and other legal proceeds, the cost of cleaning, lighting the main entrance, lawn, passage, landing staircase, main walls and other parts of the building enjoyed or used in common by the occupiers thereof.
3. The salaries of Managers, Clerks, Bill Collectors, Chowkidars, Darwans, Plumbers, Electricians, Mails, Sweepers etc. if any appointed.
4. The cost of working, repairs, replacement and maintenance of lift, light, pumps, other plumbing works including all other service charges for services rendered in common to all other occupiers.
5. All electricity charges payable in common as enjoyed or consumed in common by the occupiers hereof for the said building.
6. Such other expenses including printing and stationeries as also all litigation expenses incurred in respect of any dispute with the Burdwan Municipality or

any other legal authorities in relation to the same as deemed by the vendor the committee entrusted with the management and upkeep of the said building.

7. The expenses of repairing, maintaining, white washing and colour washing the main structure, outer walls and common areas of the building.
8. The costs of cleaning and lighting the entrance of the building, the passages and spaces around the building lobby, lift, staircase and other common areas.
9. Burdwan Municipality taxes, water taxes, insurance premium and other taxes and outgoing whatsoever as may be applicable and/or payable on account of the said premises.
10. Electrical installations relating to meter, transformer for receiving electricity from the Electricity Authority. Pump(s) and other common services as also minimum reasonable power of use within the said Unit/Flat.
11. Such other expenses as may be necessary for or incidental to the maintenance and up keeping the premises and common areas and amenities and all other facilities or installations, if any provided for the common use of the Unit/Flat of the premises and not covered by this Schedule mentioned hereinabove.
12. Betterment and/or development charges and any other tax, duty, levy or charges that may be imposed or charged, if any, in connection with the construction or transfer of the said Unit/s/ Flat/s/Car parking space/s and space/s unto and in favour of the Purchaser/s herein.

THE FIFTH SCHEDULE ABOVE REFERRED TO

COMMON SERVICE

The common services as stated above shall be declared before the competent authority under West Bengal Ownership Apartment Act, 1972 as amended up to date and after obtaining certified copy of this conveyance the owner of all flats shall comply with the competent Authority under West Bengal Ownership Apartment Act, 1972 as amended up to date in form Apartment Ownership Association Act.

IN WITNESSES WHEREOF, OWNERS cum SELLERS cum VENDORS through their **Constituent Power of Attorney Holders**, the **DEVELOPER**, the **PURCHASERS CUM VENDEES** and **WITNESSES** after knowing the purpose and meaning of this deed, made over and read over to them by the witnesses in their another tongue and after satisfaction put their signatures in good health and open mind on ____th _____, 2023.

MEMO OF CONSIDERATION

Serial No	Mode of Payment	Cheque No	Bank Name	Amount in Rs.
1				
2				
3				
4				
5				
6				
Total				

RECEIPT

The **OWNERS cum SELLERS cum VENDORS** through their **Constituent Power of Attorney Holders** and the **DEVELOPER** hereby doth admit and confirm about **RECEIPT** and **RECEIVING** of and from the within named **PURCHASERS** the sum of **Rs. /- (Rupees Lakhs Only)** as full agreed and pre-settled consideration amount.

The **OWNERS CUM SELLERS CUM VENDORS THROUGH HIS CONSTITUENT POWER OF ATTORNEY HOLDERS** and the **DEVELOPER** and the **PURCHASER cum VENDEE** have read the entire Deed and acknowledged and admitted it's all parts and contents and satisfied thereto and agreed to put the signatures and seal on the last page of the Deed and the substance and crux of the entire Deed will deemed to be absolutely final and no part of the Deed will be challengeable ever.

[This Deed is prepared on 1 (One) Stamp Paper, (.....) A4 Papers, 1 (One) Map and 5 (Five) A4 Papers containing the Finger Prints and Photos of the Parties i.e., This Deed is prepared on and upon total (.....) Pages].

WITNESSES:-

1.

2.

**SEAL & SIGNATURE OF THE POWER OF
ATTORNEY HOLDERS REPRESENTING THE
OWNERS CUM SELLERS CUM VENDORS**

SEAL & SIGNATURE OF THE DEVELOPER

1.

2.

SIGNATURES OF THE PURCHASERS

Drafted by me & typed in my Office

Rajdeep Goswami
Advocate
Enrollment No. WB/1989/2011
Burdwan Dist. Judges Court

By PASOP PROJECTS LTD.

A. V. Sharma
Authorized Signatory