

Within P.S. Burdwan & Dist. Purba Bardhaman, within Burdwan

Municipality, Mouza- Bahirsarbamangala

Super Built-up area of Flat - ..... Sq. Ft

[Covered Area - ..... Sq. Ft. and Carpet Area - ..... Sq. Ft.]

&

..... Wheeler Parking Space - ..... Sq. Ft

Sale Value: Rs. ....../- (Rupees .....)

Government Assessed Value: Rs. ....../- (Rupees .....)

:: Om Gurubey Namah ::

## D E E D O F S A L E

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THIS DEED OF SALE IS MADE ON THIS .....<sup>TH</sup> DAY OF ....., TWO THOUSAND AND NINETEEN (2019)

BETWEEN

**YOGADA HOUSING PROJECT PVT. LTD.**, (A Company incorporated under the Companies Act, 1956), Holding PAN: AAACY5532A, vide CIN: U70109WB2012PTC183298, having its registered office at 8, Ganesh Chandra Avenue, 5th Floor, Room No.31, Kolkata 700013, P.S. Bhowbazar, represented by its One of the Directors **SRI MAHENDRA KUMAR SHAW**, son of Sri Ganesh Prasad Shaw. by Caste - Hindu, by occupation - Business, resident of "Shree Nirmala Bhawan", N.S.B Road, Tar Bangla, P.O., & P.S.- Raniganj, District. Paschim Burdwan, Pin – 713347; PAN: ALGPS3621L; hereinafter called the **OWNER cum SELLER cum VENDOR** (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

- 1) **SRI** ....., S/o ....., by caste Hindu, by profession ....., Resident of ....., P.O. ...., P.S. .... & Dist. ...., Pin – .....; **PAN:** ..... ; and
- 2) **SMT.** ....., W/o ....., by caste Hindu, by profession ....., Resident of ....., P.O. ...., P.S. .... & Dist. ...., Pin – .....; **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 **SECOND PART**.

**WHEREAS:** the OWNER is the sole and absolute owner in respect of the **First Schedule** mentioned Land and the Structure thereon 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 **First Schedule** mentioned property was originally belonged to Shri Gurupada Saha, Shri Dinabandhu Saha, Shri Rabindra Nath Saha and Shri Narayan Chandra. Saha, all sons of Late Manmatha Nath Saha and while being the owners the said Shri Gurupada Saha, Shri Dinabandhu Saha, Shri Rabindra Nath Saha and Shri Narayan Chandra. Saha, all sons of Late Manmatha Nath Saha, were undivided joint recorded. owners of ALL THOSE piece or parcel of Rayati Dakhali Satty Bisista Sali/Bastu land measuring about 79 (Seventy Nine) Decimals (Satak) lying and situated at Mouza: Bahir Sarbomongala, Touzi No, 1 J.L, No.42, under R.S. Khatian No.348, Khanda Khatian No.1529, R.S. Dag No.1562 Sub-Registry Office at Burdwan, Police Station Burdwan, within Burdwan Municipality, Ward No.3, District Purba Burdwan.

**AND WHEREAS** by a Registered Deed of Conveyance (in Bengali Kobala) dated 21<sup>st</sup> Day of April, 1961 made between (1) Shri Gurupada Saha, (2) Shri Dinabandhu Saha, (3) Shri Rabindra Nath Saha and (4) Shri. Narayan Chandra Saha, all sons of Late Manmatha Nath Saha, all residing at Nawab Dost Kayam Lane, Police Station Burdwan, District Purba Burdwan therein collectively referred to as the Vendors and (1) Smt. Sushila Das, wife of Shri Kunja Kal Das, residing at G.T. Road (West), Police Station Burdwan, District Purba Burdwan and (2) Dr. Sova Basu, wife of Shri Sunil Kumar Basu, residing at Goods Shed Road, Police Station Burdwan, District Purba Burdwan therein jointly referred to as the Purchasers and the Vendors therein for the consideration therein mentioned granted, conveyed, transferred, assigned and assured unto and in favour of the Purchasers therein named ALL THOSE Rayati Sali/Bastu land measuring about 79 (Seventy Nine) Decimals (Satak) be the same little more or less together with all easement rights and liberties lying and situate at Mouza: Bahir Sarbornongala, Touzi No. 1, J.L. No.42, under R.S. Dag No.1562 within Burdwan Municipality, Ward No. 1, Police Station: Burdwan, District Purba Burdwan absolutely and forever and said Deed of Conveyance dated 21<sup>st</sup> Day of April, 1961 was duly registered District Sub-Registrar and recorded in Book No.1, Volume No. 37, Pages 100 to 102, Being No, 2507 for the year 1961.

**AND WHEREAS** Sekh Abdul Gaffur and Sekh Yusuf both sons of Late Sekh Nababjan, both residing at Bahir Sarbomongala, Rasikpur, Town and Police Station: Burdwan, District Purba Burdwan was undivided joint recorded owners of ALL THOSE piece or parcel of Dakhali Satta Bisista Bastu land measuring about 42 (Forty-two) Decimals (Satak) lying and situate at Mouza Bahir Sarbomongala, Touzi No.1, J.L. No.42, R.S. No.1564 under R.S. Khatian No.1575, R.S. Dag No. 1561 within the limits of Burdwan Municipality Ward No. 3, Police Station Burdwan, District Purba Burdwan,

**AND WHEREAS** by a Registered Deed of Conveyance (in Bengali Kobala) dated 17<sup>th</sup> of January, 1976 made between (1) Sekha Abdul Gaffur and (2) Sekh Yusuf both sons of Late

Sekh Nababjan, both residing at Bahir Sarbomongola, Rasikpur, Town and Police Station. Burdwan, District Purba Burdwan therein collectively referred to as the Vendors and (1) Smt. Sushila Das, wife of Shri Kunja Lal Das and (2) Dr. Sova Basu, Wife of Shri Sunil Kumar Basu, both residing at 'Kunj Bhavan' Laxmipur, G.T. Road, Town and Police Station Burdwan, District Purba Burdwan therein jointly referred to as the Purchasers and the 'Vendors therein for the consideration therein mentioned granted, conveyed, transferred, assigned and assured unto and in favour of the Purchasers therein named ALL THOSE piece and parcel of Rayati Bastu land measuring about 3 (Three) Cottahs 3 (Three) Chittacks out of 42 (Forty-two) Decimals (Satak) be the same little more or less together with all easement. rights and liberties lying and situate at Mouza: Bahir Sarbomongala, Touzi No.1, J.L. No. 42, R.S. No. 1564, under R.S. Khatian No, 1575, R.S. Dag No. 1561 within the limits of Burdwan Municipality, Ward No.3, Town and Police Station: Burdwan, District Purba Burdwan more fully and particularly described in Schedule there under written and delineated in the Map or Plan thereto annexed and thereon coloured "RED" absolutely and for ever and the said Deed of Conveyance ( in Bengali Kobala) dated 17<sup>th</sup> Day of January, 1976 was duly registered District Sub-Registrar Burdwan and recorded in Book No.1, Volume No. 15, Pages 148 to 150, Being Deed No.231 for the year 1976.

**AND WHEREAS** one Hazi Sekh Abu Bakkar son of Late Sekh Nababjan residing at Bahir Sarbomongala within Town and Police Station Burdwan and District Purba Burdwan was sole and absolute owner of ALL THOSE piece or parcel of Rayati Dakhali Satta Bisista Sali land measuring about 8 (Eight) Cottahs 4 (Four) Chittacks out of 54 (Fifty-four) Decimals (Satak) of land lying and situated at Mouza Bahir Sarbomongala, Touzi N .1, J.L. No.42, R.S. Khatian No.1519, R.S. Dag No,1561/2177 within the limits of Burdwan Municipality, Ward No. 3, Police Station Burdwan, District Purba Burdwan and the said Hazi Sekh Abu Bakkar had enjoying the said property without any interruption from any corner.

**AND WHEREAS** by a Registered Deed of Conveyance (in Bengali Kobala) dated 17<sup>th</sup> of January, 1976 made between Hazi Sekh Abu Bakkar son of Late Sekh Nababjan residing at Bahir Sarbomongla Town, Police Station and District Purba Burdwan therein referred to as the Vendor and (1) Smt. Sushila Das, wife of Shri Kunja Lai das and (2) Dr. Sova Basu wife of Shri Sunil Kumar Basu, both residing at `Kunj Bhavan' Laxmipur, G.T. Road, Polices Station and Town: Burdwan and District Purba Burdwan therein jointly referred to as the Purchasers and the Vendor therein for the consideration therein mentioned granted, conveyed, transferred, assigned and assured unto and in favour of the Purchasers therein named ALL THOSE piece and parcel of Sali land measuring about 8 (Eight) Cottahs 4 (Four) Chittacks be the same little more or less Together with all easement rights and liberties lying and situate at Mouza Bahir Sarbomongala, Touzi No.1, J.L. No.42, R.S. Khatian No.1519, R.S. Dag No. 1561/2177 within the limits of Burdwan Municipality Ward No. 3, Town and Police Station Burdwan, District Purba Burdwan more particularly described in Schedule there under written and delineated in the Map or plan annexed thereto and thereon coloured "RED" absolutely and forever and the, said Deed of Conveyance (in Bangali Kobala) dated 17<sup>th</sup> day of January, 1976 was duly registered District Sub-Registrar, Burdwan and recorded in Book NO.1, Volume No.8, Pages 297 to 300, Being Deed No.266 for the year 1976,

**AND WHEREAS** by virtue of the abovementioned three registered Deeds of Conveyance (in Bengali Kobala) one Deed dated 21<sup>st</sup> day of April,1961 and two Deeds dated 17<sup>th</sup> day of January, 1976 the said Smt. Sushila Das and Dr. Sova Rani Basu was undivided joint owners of ALL THAT the piece and parcel of Sali at present Bastu land measuring about 59 (Fifty-nine), Cottahs 5 (Five) Chittacks, 21 (Twenty-one) sq. ft. be the same little more or less lying and situate at Mouza Bahir Sarbomongala, Touzi No.1, J.L. No.42, out of 59 (Fifty

Nine) Cottahs, 5 (Five) Chittacks, 21 (Twenty-one) sq. ft. land, 47 (Forty-seven) Cottahs 14 (Fourteen) Chittacks 2 (Two) sq. ft. land under R.S. Khatian No.348, Khanda Khatian No.1529, Dag No.1562, 3 (Three) Cottahs 3 (Three) Chittacks of land under Khatian No. 1575, Dag No.1561 and 8 (Eight) Cottahs 4 (Four) Chittacks of land under Khatian No.1519,, Dag No. 1561/2177 within the Burdwan Municipality Ward No.3, Police Station Burdwan, District Purba Burdwan.

**AND WHEREAS** thereafter the said Smt. Sushila Das, wife of Shri Kunja Lai Das died intestate on 15<sup>th</sup> day of October, 1979 and leaving behind her husband Shri Kunjalal Das and only married daughter Smt. (Dr.) Sova Basu alias Smt. Dr. Sova Rani Basu and the said Shir Kunjalal Das and Smt. (Dr.) Sova Rani Basu is also legal heirs and or successor of Sushila Das.

**AND WHEREAS** upon demise of the Smt. Sushila Das her husband Shri Kunja Kal Das and daughter Smt. (Dr.) Sova Rani Basu jointly inherited her movable and immovable properties including the above mentioned immovable property in accordance with the Hindu Succession Act, 1956.

**AND WHEREAS** thereafter the said Shri Kunjalal Das son of Late Gopal Krishna Das, husband of Late Smt, Sushila Das father of Smt. (Dr.) Sova Basu alias Smt. (Dr.) Sova Rani Basu died intestate on 28<sup>th</sup> Day of August, 1980 and leaving behind his only married daughter Smt. (Dr.) Sova Basu alias Smt. (Dr.) Sova Rani Basu, wife of Shri Sunil Kumar Basu and inherited all the movable and immovable property left behind his deceased father Kunjalal Das, in accordance with Hindu Succession Act,1956.

**AND WHEREAS** due to the death of Sushila Das and Kunjalal Das their only legal heir Smt. (Dr.) Sova Basu alias Smt. (Dr. Sova Rani Basu was sole and absolute owner of ALL THAT the piece and parcel of Sali at present Bastu land measuring about 59 (Fifty-nine) Cottahs 5 (Five) Chittacks 21 (Twenty-one) sq. ft. be the same little more or less lying and situate at Mouza. Bahir Sarbomongala, Touzi No.1, J.L. No.42, out of 59 (Fifty-nine) Cottahs 5 (Five) Chittacks 21 (Twenty-one) Sq. Ft. land, 47 (Forty-seven) Cottahs 14 (Fourteen) Chittacks 2 (Two) sq. ft. land under R.S. Khatian No.348, Khanda Khatian No. 1529, Dag No.1562, 3 (Three) Cottahs 3 (Three) Chittacks of land under Khatian No. 1575, Dag No. 1561 and 8 (Eight) Cottahs 4 (Four) Chittacks of land under Khatian No. 1519, Dag No. 1561/2177 respectively within the Burdwan Municipality Ward No. 3, Police Station Burdwan, District Purba Burdwan.

**AND WHEREAS** due to urgent need of money the said Smt. (Dr.) Sova Rani Basu, sold some portion out of her purchased Land with in Dag No.1562.

**AND WHEREAS** thereafter B.L. & L.R.O. Burdwan District Government of West Bengal in their L.R. Settlement Survey recorded the aforesaid property in the name of Dr. Sova Rani Basu wife of Shri Sunil Kumar Basu as owner thereof the said entire property recorded according to L.R. Settlement area of land measuring about 0.834 Acres Sali/Bastu in Mouza Bahirsarbomongala, J.L. No.42, L.R. Kolkata No. 7244 (formerly R.S. Khatian No. 348 Khanda Khatian No. 1529, 1519 and 1575 respectively) and L.R. Dag No. 4143 (formerly R.S. Dag No. 1562, 1561, 2177 and 1561 respectively) within the Burdwan Municipality Ward No. 3, Police Station Burdwan District Purba Burdwan.

**AND WHEREAS** thereafter the said Smt. Sova Basu entered into an unregistered Agreement for sale (in Bengali Baynanama) on 4th day of January, 2006 with one Shri Tapes Adhikary son of Shri Khetra Nath. Adhikary the confirming party therein residing at Sarbomongala Para Town, Post Office, Police Station Burdwan District Purba Burdwan in

respect of land measuring about 0.834 Acres more or less together with easement rights and liberties lying and situate at Mouza Bahirsarbamongala, J.L. No.42, L.R. Kolkata. No. 7244 R.S. Dag No. 1561/2177, L.R. Dag No. 4143 within the Burdwan Municipality Ward No. 3, Police Station Burdwan District Purba Burdwan with a certain terms and conditions mentioned therein.

**AND WHEREAS** the said Dr. Sova Basu alias Dr. Sova Rani Basu seized, possessed and otherwise well and sufficiently entitled to ALL THAT the piece and parcel of Sali/Bastu land measuring about 52 (Fifty Two) Cottahs 11 (Eleven) Chittacks 21 (Twenty One) Sq.ft. be the same little more or less Together with 1604 Sq.ft. Asbestos shed structure standing thereon lying and situate at Mouza Bahir Sarbamongala, Touzi No. 1, J.L. No.42 under R.S. Khatian No. 348 Khanda Khatian No. 1529, 1519 and 1575 respectively at present L.R. Khatian No. 7244, R.S. Dag No. 1562, 1561/2177 and 1561 respectively L.R. Dag No. 4143 within the Burdwan Municipality Ward No.3, Police Station Burdwan, District Purba Burdwan.

**AND WHEREAS** thereafter the said Shri Tapas Adhikary the Confirming Party therein failed to purchase the aforesaid property as described hereinabove due to financial crisis, thereafter the said Dr. Sova Basu alias Dr. Sova Rani Basu Vendor therein and Shri Tapas Adhikary, the confirming Party therein have mutually agreed that the Confirming Party agree to release the aforesaid property in all respect whatsoever from the said Agreement for Sale. (in Bengali Baynanama) dated 4<sup>th</sup> Day of January, 2006 and execute the necessary Deed of Conveyance in favour of the TIRUPATI ASSETS PVT. LTD. and the confirming party therein confirmed these proceeding without any claim and objection.

**AND WHEREAS** by a registered Deed of Conveyance dated 10<sup>th</sup> March, 2007 made between Dr, Sova Basu alias Dr. Sova Rani Basu as the Vendor therein and the TIRUPATI ASSETS PVT. LTD. As the Purchaser therein and also the said Shri Tapas Adhikary as the Confirming Party therein, the Vendor therein for the consideration therein mentioned granted, conveyed, transferred, assigned and assured unto and in favour of the TIRUPATI ASSETS PVT. LTD, ALL THAT piece or parcel of Sali/Bastu land measuring about 52 (Fifty Two) Cottahs 11 (Eleven) Chittacks 21 (Twenty-One) Sq.ft, be the same little more or less Together with 1604 Sq.ft. Asbestos shed structure standing thereon along with all casement quasi-easement rights liberties privilege, title interest possession appurtenances Municipal Road, Paths and passage and facilities of 60 ft. wide G.T, Road, drainage, sewerages, electricity whatsoever lying and situate at Mouza Bahir Sarbamongala, Touji No.1, J.L. No.42 Under R.S. Khatian No,348 Khanda Khatian No.1529, and Khatian No,1519 and 1575 respectively L.R. Khatian No. 7241, R.S. Dag No. 1562, 1561/2177 and 1561 respectively L, R, Dag No,4143 within the Burdwan Municipality Ward No.3, Police Station Burdwan District Purba Burdwan absolutely and for ever and the said. Deed of Conveyance dated 10<sup>th</sup> March, 2007 was duly registered in the Office of the Additional District Sub-Registrar, Burdwan and recorded in Deed No. 2147 for the year 2007.

**AND WHEREAS** the said TIRUPATI ASSETS PVT. LTD, seized, possessed and otherwise well and sufficiently entitled to ALL THAT the piece and \_parcel of Sali/Bastu land measuring about 52 (Fifty Two) Cottahs 11 (Eleven) Chittacks 21 (Twenty-One) Sq.ft be the same little more or less Together with 1604 Sq.ft, Asbestos shed structure standing thereon lying and at Mouza Bahir Sarbamongala, Touzi No.1, J.L. No.42 under R.S. Khatian No.34 and Khanda Khatian No.1529, and Khatian No.1519 and 1575 respectively L.R. Khatian No. 7244, R.S. Dag No.1562, 1561/2177 and 1561 respectively L.R. Dag No. 4143 within the Burdwan Municipality Ward No. 3, Police Station Burdwan District Purba Burdwan.

**AND WHEREAS** the TIRUPATI ASSETS PVT. LTD. after purchasing aforesaid property mutated its name in the Assessment Registrar of Burdwan Municipality vide Receipt No. 78 dated 24.12.07 office of the B.L. & L.R.O., Burdwan under Government of West Bengal of the said property and had been paying all rates and taxes regularly in respect of the said property.

**AND WHEREAS** said Tirupati Assets Pvt, Ltd. by a registered Deed of Conveyance dated 10<sup>th</sup> March, 2008 made between TIRUPATI ASSETS PVT. LTD. as the Vendor therein and V.K, UDYOG LTD., as the Purchaser therein for the consideration therein mentioned granted; conveyed, transferred, assigned and assured unto and in favour of the V.K. UDYOG LTD., ALL THAT piece or parcel of Sali/Bastu land measuring about 52 (fifty two) Cottahs 11 (eleven) Chittacks 21 (twenty-one) Sq. Ft. be the same little more or less Together with 1604 Sq. Ft. Asbestos shed structure standing thereon along with all easement quasi-easement rights liberties privilege, title interest possession appurtenances Municipal Road, Paths and passage and facilities of 60 ft. wide G.T. Road, drainage, sewerages, electricity whatsoever lying and situate at Mouza Bahir Sarbamongala, Touji No.1, J.L. No.42 under R.S. Khatian No.348 Khanda Khatian No.1529, and Khatian No. 1519 and 1575 respectively L.R. Khatian No. 7244, R.S. Dag No. 1562, 1561/2177 and 1561 respectively L.R. Dag No.4143 within the Burdwan Municipality Ward No. 3, Police Station Burdwan District Purba Burdwan absolutely and forever and the said Deed of Conveyance dated 10th March,2008 was duly registered in the Office of the A.R.A.-III, Kolkata and the same was recorded in Book No.1, CD Volume No.2, Pages 7604 to 7633, Being No. 01034 for the year 2009.

**AND WHEREAS** by virtue of the above mentioned act, deeds and things the V.K. UDYOG LTD became the absolute Owner right, title, interest and possession holder of ALL THAT piece or parcel of Sali/Bastu land measuring about 52 (fifty two) Cottahs 11 (eleven) Chittacks 21 (twenty-one) Sq.ft. be the same little more or less Together with 1604 Sq.ft. Asbestos shed structure standing thereon along with all easement quasi-easement rights liberties privilege, title interest possession appurtenances Municipal Road, Paths and passage and facilities of co ft. wide G.T. Road, drainage, sewerages, electricity whatsoever lying and situate at Mouza Bahir Sarbamongala, Touzi No.1, J.L. No. 42 under R.S. Khatian No.348 Khanda Khatian No.1529, and Khatian No. 1519 and 1575 respectively L.R. Khatian No. 7244, R.S. Dag No. 1562, 1561/2177 and 1561 respectively L.R. Dag No.4143 within the Burdwan Municipality Ward No.3, Police Station Burdwan District Purba Burdwan.

**AND WHEREAS** after the said purchase Land area on actual measurement comes to 50 (Fifty) Cottahs 6 (Six) Chittacks 9 (Nine) Sq.ft. equivalent to 0.834 Acres, out of the said 0.834 Acres of Land, area of Land measuring more or less 5.28 Decimal was under R.S. Dag No.1561, area of Land measuring more or less 13.66 Decimal was under R.S. Dag No. 1561/2177 and area of Land measuring more or less 64.46 Decimal was under R.S. Dag No.1562 and in the I.,R. record total Land measuring .834 Acres comes under L.R. Dag No.4143 and the shed and structure was completely broken down.

**AND WHEREAS** the V.K. UDYOG LTD., after purchasing aforesaid property applied for mutation of its name in the Assessment Registrar of Burdwan Municipality on 13<sup>th</sup> October, 2011 and got its name mutated at office of the B.L. & L.R.O., Burdwan under Government of West Bengal under L.R. Khatian No. 16221.

**AND WHEREAS** V.K. UDYOG LTD offered to sale ALL THAT piece or parcel of Sali/Bastu land measuring about 50 (fifty) Cottahs 6 (Six) Chittacks 9 (Nine) Sq.ft. be the same little more or less equivalent. to 0.834 Acres, out of the said .834 Acres of Land, area of

Land measuring more or less 5.28 Decimal was under R.S. Dag No.1561, area of Land measuring more or less 13.66 Decimal was under R.S. Dag No. 1561/2177 and area of Land measuring more or less 64.46 Decimal was under R.S. Dag No. 1562 and in the L.R. record total Land measuring 0.834 Acres comes under L,R. Dag No. 4143 along with all easement quasi-easement rights liberties privilege, title interest possession appurtenances Municipal Road, Paths and passage and facilities of 60 ft. wide G.T. Road, drainage, sewerages, electricity whatsoever lying and situate at Mouza: Bahir Sarhamongala, Touzi No. 1, J.L. No. 42 under R.S. Khatian No. 348, Khanda Khatian No.1529, and Khatian No.1519 and 1575, L.R. Khatian No. 16221, R.S. Dag No. 1562, 1561/2177 and 1561 respectively L.R. Dag No. 4143 within the Burdwan Municipality, Ward No.3 presently Ward No. 1, Police Station Burdwan District Purba Burdwan, hereinafter called and referred as the SAID PROPERTY and more fully and particularly described in the SCHEDULE hereinafter mentioned at or for a consideration price of Rs. 4,00,00,000/= (Rupees Four Crores) only and in regard to the said offer the present seller company which acted as the purchaser that time, being YOGADA HOUSING PROJECT PVT. LTD, as the purchaser accepted the said offer and in lieu of consideration price of Rs. 4,00,00,000/= (Rupees Four Crores) only and subsequently by virtue of a Registered Deed of Sale being Deed No. I-02570 for 2013 registered at the Office of the ARA-III, Kolkata and incorporated in Book No. I, CD Volume No. 5, Page from 6386 to 6411 purchased the entire FIRST SCHEDULE mentioned property with absolute right, title and interest therein.

**AND WHEREAS** afterwards the present OWNER became the owner and possessor in respect of the entire **First Schedule** mentioned property by way of succession and acquisition of title through Purchase and subsequently the OWNERS thereafter recorded in L.R.R.O.R in respect of the entire **First Schedule** mentioned property at Mouza - Bahirsarbamangala, J.L. 42, P.S. Bardhaman & Dist. Purba Bardhaman in L.R. Khatian No. 16510 and also the aforesaid YOGADA HOUSING PROJECT PVT. LTD mutated and recorded and incorporated it's name in respect of the aforesaid property in the Municipal Holding No. 15 of Ward No. 1, Mahalla – B. S. Para of the Burdwan Municipality within the limit of the Burdwan Municipal Authority and accordingly started the process to discharge it's legal obligations of payment of Govt. rents etc. in the name on appropriate receipt thereof and thereby have acquired absolute title in the said property to which it is entitled. Hence the OWNER has acquired a good title over the **First Schedule** mentioned property without any interference or intervention of any or by any other person.

**AND WHEREAS** there was a large portion of vacant land within the **First Schedule** mentioned Property which was unmaintained and which is more specifically described below and thereby both of the **OWNER** through it's Directors has taken decision to construct of multistoried residential buildings and housing complex inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and to develop the premises i.e., the vacant land which is more specifically described in the **First Schedule** below and which is not being looked after by the OWNER Company's Directors' other pre-occupied occupations and also due to their habitation uncertainty in the City of Burdwan and thereby the OWNER has jointly and unanimously have taken decision to construct of Residential buildings comprised of Multiple Flats/Residential Units/Car Parking Spaces and to develop the premises i.e., the property which is more specifically described in the **First Schedule** below.

**AND WHEREAS** the **OWNER** has thereafter started to raise and construct multistoried building comprised of Residential flats / units/ parking space on the basis of sanctioned building Plan being No. 1340 dated 24/07/2015 vide Memo No. 07/E/VII-4 dated 04/04/2017 in order to construct Ground (G) Plus (+) Five (5) Storied Building comprised of multiple residential flats 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/unit/car parking space and common parts through its representative director and upon receipt of such payment from the intending purchasers the OWNER Company through its representative Director, shall select or/and elect the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/car parking space agreed to be acquired by the intending purchasers to the OWNER Company through its representative Director 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 Company etc. to done and to be executed by its Representative Director and in connection to the said Sanctioned Plan, the OWNER Company through its representative Director started to raise multi-storied building consisting of several flats/unit/parking spaces on the basis of sanctioned building plan whereof is to be obtained from Burdwan Municipality on terms that the OWNER Company through its representative Director would make construction of the proposed building and with the authority and power to procure intending purchasers of flat/unit/parking spaces comprising in the proposed building and would make as an agent for the intending purchasers to be secured by the OWNER Company through its representative Director and would also realize the cost of construction of the flat/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/unit/parking spaces and common parts as the OWNER Company through its representative Director and upon receipt of such payment from the intending purchasers the OWNER Company being represented by its representative Director 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/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 OWNER have been 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/unit/parking spaces whom the OWNER Company being represented by its representative Director would procure on its own and such intending purchaser shall pay consideration money to the OWNER Company being represented by its representative Director for the Flats, 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.

**AND WHEREAS** the aforesaid OWNER Company being represented by its representative Director made construction of the proposed multistoried building comprising several Residential Flats/Units and Car Parking Spaces whom the OWNER Company being represented by its representative Director would procure on its own and such intending purchaser shall pay consideration money to the OWNER Company being represented by its



representative Director for the Residential Flats/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 “.....”, 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 **SECOND PART** decided to purchase one .....BHK Flat being **Flat No.** ..... (also regarded as well as called and known as “.....”) located on the ..... **Floor, in ..... Block,** of the **G+5** Storied Building named and styled as “.....” on the ..... Side of the said ..... (.....) **Floor** measuring super built up area of ..... **Sq. Ft.** (a little more or less) and having Covered 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 , **in ..... Block,** of the said Building approached the OWNER Company being represented by its representative Director and the OWNER Company being represented by its representative Director agree to sell the said flat and Parking Space with undivided proportionate share in land and common benefits for a total consideration of **Rs. ....,...../- (Rupees ..... Only)** and in that regard initially the Purchaser was allotted with the said Flat and Parking Space vide one Allotment Letter dated ...../...../..... And subsequently in pursuance of the said allotment the parties to this Deed have entered into an Agreement for Sale dated ..... of **201....** 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, RoRs etc 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 building plans being duly sanctioned by the Burdwan Municipality and also satisfied and convinced with the right of the OWNER Company being represented by its representative Director 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 and the said parking space.

**AND WHEREAS** the said flat and the said parking space has since completed in habitable and usable condition and Purchaser has paid the full contractual amount of **Rs. ..../- (Rupees ..... Only)** being the total sale proceed which includes the cost of land share and cost of the flat and the said parking space to the OWNER Company being represented by its representative Director and Purchasers have got delivery of possession of the flat and the said parking space to the satisfaction and have they have now requested the OWNER Company being represented by its representative Director to transfer the said flat 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 OWNER Company being represented by its representative Director and there are no reciprocal financial liabilities remain from the end of the Purchasers in favour of the OWNER Company being represented by its representative Director.

**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. OWNER:** **YOGADA HOUSING PROJECT PVT. LTD.**, (A Company incorporated under the Companies Act, 1956), Holding **PAN: AAACY5532A**, vide CIN: U70109WB2012PTC183298, having it's registered office at 8, Ganesh Chandra Avenue, 5th Floor, Room No.31, Kolkata 700013, P.S. Bhowbazar, represented by it's One of the Directors **SRI MAHENDRA KUMAR SHAW**, son of Sri Ganesh Prasad Shaw. by Caste - Hindu, by occupation - Business, resident of "Shree Nirmala Bhawan", N,S.B Road, Tar Bangla, P.O., & P.S.- Raniganj, District. Paschim Burdwan, Pin – 713347; **PAN: ALGPS3621L**;

**1.2. VENDOR cum SELLER:** **YOGADA HOUSING PROJECT PVT. LTD.**, (A Company incorporated under the Companies Act, 1956), Holding **PAN: AAACY5532A**, vide CIN: U70109WB2012PTC183298, having it's registered office at 8, Ganesh Chandra Avenue, 5th Floor, Room No.31, Kolkata 700013, P.S. Bhowbazar, represented by it's One of the Directors **SRI MAHENDRA KUMAR SHAW**, son of Sri Ganesh Prasad Shaw. by Caste - Hindu, by occupation - Business, resident of "Shree Nirmala Bhawan", N,S.B Road, Tar Bangla, P.O., & P.S.- Raniganj, District. Paschim Burdwan, Pin – 713347; **PAN: ALGPS3621L**;

**1.3. PURCHASERS/VENDEES:** **1. MR.** ....., S/o Mr ....., by faith - ....., by occupation- ....., resident of ....., P.O. ....., P.S. ....., Dist. Purba Barddhaman, West Bengal, Pin - .....; presently residing at **Flat No. ....**, on the ..... **Floor**, ..... Side, **in ..... Block**, at ".....", G.T. Road, Bahirsarbamangala Para, P.O. Burdwan, P.S. Burdwan, Dist. Purba Barddhaman, Pin – 713101; **PAN:** .....

**2. MRS.** ....., W/o Mr ....., by faith - ....., by occupation- ....., resident of ....., P.O. ....., P.S. ....., Dist. Purba Barddhaman, West Bengal, Pin - .....; presently residing at **Flat No. ....**, on the ..... **Floor**, ..... Side, **in ..... Block**, at ".....", G.T. Road, Bahirsarbamangala Para, P.O. Burdwan, P.S. Burdwan, Dist. Purba Barddhaman, Pin – 713101; **PAN:** .....

**1.4. PREMISES/ PROPERTY:** **ALL THAT PIECE AND PARCEL OF THE LAND WITH STRUCTURE THEREON** measuring 50 (Fifty) Kathas 6 (Six) Chattaks 9 (Nine) Sq. Ft. equivalent to 0.834 Acres be same little more or less and out of the said 0.834 Acres of

Land, area of Land measuring more or less 5.28 Decimals was under R.S. Plot No. 1561 and area of Land measuring more or less 13.66 Decimals was under 1561/2177 and area of land measuring more or less 64.46 Decimals was under R.S. Plot No. 1562 and in the L.R. Record total land measuring 0.834 Acres comes under the L.R. Plot No. 4143 along with all easement quasi-easement rights liberties privilege, title, interest, possession appurtenances Municipal Road, Paths and Passage and Facilities of G.T. Road, Drainage, Sewearge, Electricity whatever lying and situate at Mouza Bahirsarbamongala, Touzi No. 1, J.L. No. 42 under R.S. Khatian No. 348, Khanda Khatian No. 1529 and Khatian No. 1519 and 1575, L.R. Khatian No. 16221, R.S. Plot No. 1562, 1561/2177 and 1561, L.R. Plot No. 4143 within Burdwan Municipality of Ward No. 1 presently Holding No. 15, Mahalla Bahirsarbamongala Para within City and P.S. Burdwan and within the limit of the Burdwan Municipal Authority at Purba Barddhaman District and in the said land the current Complete Project named and styled as "....." which is a residential G+5 Storied Residential Flat Building within the jurisdiction of Burdwan Municipality under A.D.S.R. Office at Burdwan comprising of several Residential Flats and Parking Spaces) which has been constructed as per Municipality Sanctioned Plan being No. 1340 dated 24/07/2015 vide Memo No. 07/E/VII-4 dated 04/04/2017.

**1.5. TITLE DEEDS:**

Shall means the Deed of Ownership.

**1.6. BUILDING :**

Shall mean Multistoried Flat Building named and styled as "....." constructed on FIRST SCHEDULE in accordance with the Sanctioned Plan being No. 1340 dated 24/07/2015 vide Memo No. 07/E/VII-4 dated 04/04/2017 for construction of residential purpose only hereinafter called the "Said Building".

**1.7. 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.

**1.8. COMMON AMENITIES:**

Shall construe the same meaning as of "COMMON FACILITIES".

**1.9. SALEABLE SPACE:**

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

- 1.10. BUILDING PLAN:** Shall mean the plan Sanctioned Plan being No. 1340 dated 24/07/2015 vide Memo No. 07/E/VII-4 dated 04/04/2017 with its alterations, modifications.
- 1.11. SAID FLAT & PARKING:** Shall mean the .....BHK Flat being **Flat No. ....** (*also regarded as well as called and known as "....."*) located on the .....<sup>th</sup> **Floor** of the Multistoried Building named and styled as "....." on the ..... Side of the said .....<sup>th</sup> (.....) **Floor, in ..... Block,** measuring super built up area of ..... **Sq. Ft.** (a little more or less) and having Covered 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 Multistoried Building comprising of several Residential Flats 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, in ..... Block,** of the said Multistoried Flat 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".
- 1.12. TRANSFER:** Which is grammatical variation by means of conveyance and shall include the deliver of possession of the Residential Flat or Flats, Units, Car Parking Spaces / Garages in multi-storied 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.
- 1.13. CARPET AREA :** Shall mean and include the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, 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 WBHIRA Act, 2017.
- 1.14. COVERED AREA :** Shall mean the Plinth area of the said Residential Unit/Flat/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 / Flats / Parking Space then one - half of the area under such wall shall be included in each Residential Unit / Flat.

- 1.15. BUILT UP AREA :** Shall mean and include the covered area of the "Second Schedule" mentioned Residential Flat and Parking Space, external and internal walls and columns, as specified in the Plan being No. 488 dated 12/06/2018 vide Memo No. 218/E/VII-4 dated 15/06/2018 which is sanctioned by the Burdwan Municipal Authority.
- 1.16. SUPER BUILT UP AREA :** Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of to be built-up and/or the covered area of the Unit/Flat and shall mean and include the covered area of the particular flat and also include the proportionate share of each 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 such concept will be 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 during the continuation of this Agreement if any new Rules in respect of any Law relating to Development and Real Estate including the WBHIR Act, 2017 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 Flats are to be sold either by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable.
- 1.17. 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.
- 1.18. HOLDING ORGANISATION:** Shall mean any person/ association or Society that may be formed by the Owners of several flats/units/car parking space for the common purposes in accordance with Law.
- 1.19. 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.

**1.20. 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 / Unit / Car Parking Space constructed by the OWNER Company being represented by its representative Director in the said building, which shall always be impartible.

**1.21. 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.

**1.22. SINGULAR:** Shall mean plural and vice versa.

**1.23. MASCULINE:** Shall include feminine and vice versa.

**NOW THIS INDENTURE WITNESSETH THAT :-**

**IN PURSUANCE** of the said Title Acquisition and absolute ownership and possession therein and in pursuance of the Burdwan Municipality Sanctioned Plan being No. 1340 dated 24/07/2015 vide Memo No. 07/E/VII-4 dated 04/04/2017 and in terms the Allotment Letter dated ...../...../..... and in terms with the Agreement for Sale dated ..... of **201**.... as entered upon between the all parties in connection to purchase the schedule mentioned flat and Parking Space and in lieu of the consideration of **Rs. ..../- (Rupees ..... Only)** paid by the Purchasers to the OWNER Company being represented by its representative Director which includes the cost of the proportionate share in land and as well as the cost of the Residential Flat and Parking Space in concurrence and consent of the OWNER Company being represented by its representative Director and the OWNER Company being represented by its representative Director hereby admits the receipt of such payment of **Rs. .... /- (Rupees ..... Only)** where of the OWNER Company being represented by its representative Director itself 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 and Parking is referred to in the "Second Schedule" with rights in common areas and benefits attributable to the said Residential Flat and Parking Space and all appurtenances thereto and the OWNER Company being represented by its representative Director doth hereby grant, sell, convey, transfer, assign and assure **ALL THAT** Residential Flat and Parking Space together with undivided proportionate share in land attributable to the Residential Flat 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 OWNER Company being represented by its representative Director hereby doth hereby concur and confirm the sale and the OWNER Company being represented by its representative Director hereunder release discharge and acquit and transfer the PURCHASERS all that the said Residential Flat and Parking Space together and common benefits 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 OWNER Company being represented by its representative Director doth hereby grant, sell, convey, transfer, assign, and assure unto the Party to the SECOND PART being PURCHASERS *cum* VENDEES **TO HAVE AND TO HOLD ALL THAT** all that undivided proportionate share in land and the said Residential Flat and Parking Space and the reversion

or reversions, remainder or remainders and the rents, issues and profits and all the estate, rights title, interest, property, claim and demand whatsoever of the OWNER Company being represented by its representative Director unto or upon the PURCHASERS cum VENDEES and the said Residential Flat and Parking Space and all other benefits 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 and Parking Space and all other benefits 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 OWNER COMPANY BEING REPRESENTED BY ITS REPRESENTATIVE DIRECTOR i.e., the PARTY TO THE FIRST PART DOTH HEREBY CONVENANT WITH THE PURCHASERS CUM VENDEES i.e., the PARTY TO THE SECOND PART as follows :-**

1. That the Purchasers shall have only right to the "Second" Schedule mentioned Flat and Parking Space only but they will not claim any right/kind whatsoever right in any other flat 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 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 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 and Parking Space in the premises purchased or acquired by the purchasers TOGETHER WITH ALL the benefits and facilities as herein provided.
5. The Purchasers shall apply for mutation of his/her/their own names for separate assessment of "SECOND" Schedule mentioned Flat and Parking Space and shall pay Municipal 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 Municipal Tax which will be determined by the Municipality; so long Association is not formed.
6. That the PURCHASERS shall enjoy the area of the said Second Schedule mentioned flat 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 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.
9. That the PURCHASERS shall have the right to enter into any other flat 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 and Parking Space hereby conveyed without interference of any person or persons.
13. That the PURCHASERS after taking possession of the said flat 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 owners. Additions or alterations may be made within the flat 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 in the said building.
15. All taxes, levies and impositions, deposits etc. for the premises as a whole is to 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 OWNER Company being represented by its representative Director or the owners of flats in 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 shared with other occupiers.
19. That the interest which OWNER Company 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 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 and Parking Space such as of the OWNER Company being represented by its representative Director 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 and Parking Space provided any such act, does not cause obstruction or nuisance or permanent obstruction to the other Residential Flats owners.
22. The OWNER Company being represented by its representative Director 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 reasonable required to 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 OWNER Company being represented by its representative Director. The OWNER Company being represented by its representative Director 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 benefits now being enjoyed by the OWNER Company being represented by its representative Director and Landowner and other units holder as the OWNER Company being represented by its representative Director 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 OWNER Company being represented by its representative Director 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 OWNER Company being represented by its representative Director, the PURCHASERS cum VENDEES will be free and will have right to get the entire consideration money of the sale back along with compensation and in default will have the right to initiate and bring legal action against the OWNER Company being represented by its representative Director.
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 Units 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 of the present Building and also the OWNER Company being represented by its representative Director may itself or any of its staffs or any other person as allowed and permitted by the said OWNER Company being represented by its representative Director and the OWNERS along with the present Purchasers and also the other Purchasers of the Residential Units 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 SECOND PART DOTH HEREBY COVENANT AND AGREE WITH THE OWNER COMPANY BEING REPRESENTED BY ITS REPRESENTATIVE DIRECTOR i.e., the PARTY TO THE FIRST PART as following :-**

1. The PURCHASERS neither have not shall claim from the OWNER Company being represented by its representative Director any right, title and interest in any other part or portion of the building save and except the Residential Flat and Parking Space hereunder conveyed but shall have common rights and facilities and benefits 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 and Parking Space for personal and residential 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 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 and Parking Space.
5. The PURCHASERS CUM VENDEES shall get the Residential Flat 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 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 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 and Parking Space or elsewhere surrounding the building. The Purchasers have taken inspection of the Residential Flat 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 OWNER Company being represented by its representative Director duly obtains the No-Objection cum Consent Certificate from the Burdwan Municipality.
13. That the OWNER Company being represented by its representative Director 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 OWNER Company being represented by its representative Director may transfer or alienate or convey the same in favour any person may an individual or a juristic entity as per its 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 OWNER Company being represented by its representative Director had complied all terms and conditions of Mutual Agreement and the OWNER Company being represented by its representative Director 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 Municipal 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 “**YOGADA HOUSING BLOCK – I / BLOCK - II**”, and the same shall always be known by the said name. The Association, the Maintenance agency, the Purchaser/s herein and/or the 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 form 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 OWNER Company being represented by its representative Director 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 OWNER Company being represented by its representative Director that so long the 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 OWNER Company being represented by its representative Director and in terms of such payment each Flat 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 and Parking Space he 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 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 OWNER Company 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 OWNER Company being represented by its representative Director 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 and the common areas are not being used for the purpose other than residential purpose.
  - f) To do or permit anything to be done causing nuisance and/or annoyance to the occupiers of the other units 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 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.
  - 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 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 use of OWNER Company being represented by its representative Director.
20. THAT in near or in remote future, the OWNER Company being represented by its representative Director acquires through purchase or enters upon into any agreement for development of any plot situated surrounding the premises mentioned in the FIRST

SCHEDULE of this indenture, then the OWNER Company being represented by its representative Director 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 OWNER Company being represented by its representative Director 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 OWNER Company being represented by its Directors may themselves or any of their staffs or any other person as allowed and permitted by the said OWNER Company being represented by its representative Director 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.

**OWNER cum VENDOR cum SELLER** OWNER represented by its representative Director hereby relinquish all rights, title, interest and possession whatsoever in favour of the **PURCHASERS cum VENDEES** and the OWNER Company being represented by its representative Director also hereby confirms the sale without any objection whatsoever.

The said **Flat** in the ..... **Floor, in ..... Block**, of the G+5 Storied Residential Flat Building as specified in the Second Schedule of this Deed and the said **Parking Space** in the **Ground Floor, in ..... Block**, of the G+5 Storied Residential 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 Stamp duty of **Rs. ..../- (Rupees ..... Only)** 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 of **Rs. ..../- (Rupees ..... Only)** has been paid through ..... Payment Mode of e-Payment Process of GRIPS Portal and Registration Fees of **Rs. ..../- (Rupees ..... Only)** has been also been paid through ..... Payment Mode of e-Payment Process of GRIPS Portal.

The photos, finger prints, signatures of the representative Director of the **OWNER cum VENDOR cum SELLER** 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 PIECE AND PARCEL OF THE LAND** measuring 50 (Fifty) Kathas 6 (Six) Chattaks 9 (Nine) Sq. Ft. equivalent to 0.834 Acres be same little more or less and out of the said 0.834 Acres of Land, area of Land measuring more or less 5.28 Decimals was under R.S. Plot No.

1561 and area of Land measuring more or less 13.66 Decimals was under 1561/2177 and area of land measuring more or less 64.46 Decimals was under R.S. Plot No. 1562 and in the L.R. Record total land measuring 0.834 Acres comes under the L.R. Plot No. 4143 along with all easement quasi-easement rights liberties privilege, title, interest, possession appurtenances Municipal Road, Paths and Passage and Facilities of G.T. Road, Drainage, Sewearge, Electricity whatever lying and situate at Mouza Bahirsarbamongala, Touzi No. 1, J.L. No. 42 under R.S. Khatian No. 348, Khanda Khatian No. 1529 and Khatian No. 1519 and 1575, L.R. Khatian No. 16221, R.S. Plot No. 1562, 1561/2177 and 1561, L.R. Plot No. 4143 within Burdwan Municipality of Ward No. 1 presently Holding No. 15, Mahalla Bahirsarbamangala Para within City and P.S. Burdwan and within the limit of the Burdwan Municipal Authority at Purba Barddhaman District and in the said land the complete construction of the Project named and styled as "**YOGADA HOUSING BLOCK – I / BLOCK - II**" is which is a residential G+5 Storied Flat Building as per Burdwan Municipality sanctioned building Plan being No. 1340 dated 24/07/2015 vide Memo No. 07/E/VII-4 dated 04/04/2017.

At present Land revenue is payable to the B.L.& L.R.O. Burdwan-1.

**And the Said Project Property/Premises is Butted and Bounded by,**

- On the North:** By G.T. Road,  
**On the South:** By Residence of Manowara Begum & Ors.  
**On the East:** By Residence of Seik Musthafa & Ors  
**On the West:** By Residence of Bholanath Gupta & Ors

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**PART- I**

**'SAID UNIT/FLAT'**

**ALL THAT PIECE AND PARCEL** of the .....BHK Flat being **Flat No. ....** (*also regarded as well as called and known as "....."*) located on the .....<sup>th</sup> **Floor, in ..... Block,** of the Multistoried Building named and styled as "....." on the ..... Side of the said .....<sup>th</sup> (*.....*) **Floor** measuring super built up area of ..... **Sq. Ft.** (a little more or less) and having Covered 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 Multistoried Building named and styled as "**YOGADA HOUSING BLOCK – I / BLOCK – II**" comprising of several Residential Flats 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 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, generator, transformer, water pump, water reservoir and tank sanitary, cable etc. meant for common use of the at First schedule mentioned building being common areas, benefits, 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 indenture 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, **in ..... Block**, of the said Residential G (Ground) + (Plus) 5 (Five) Storied Building named and styled as **“YOGADA HOUSING BLOCK – I / BLOCK – II”** comprising of several Residential Flats and Parking Spaces, is hereby transferred and sold by the OWNER Company 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 **“RED”** colour and the said Map is annexed herewith this indenture 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:-** **Cut Piece Marble/Vitrified Floor Titles** for All room, Verandah, Hall, Kitchen, Bath/Toilet.

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

**PLASTERING:-** Plastering to external walls is 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 is of 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 is of 32 mm. Main Door shutter for the owners is of made of quality Flush door.

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

**PAINTING:-** All the internal wall surfaces and the ceiling is finished with Wall Putty cum Plaster of parish.



The external wall surfaces is 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 is finished with neat cement finish.

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

**ELECTRICAL WORKS:-** All the electrical lines is concealed with copper wires. with PVC conduit. Each flat has 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 is provided in each toilet, Geyser Line (except Geyser) including electrical point for the same is also be provided in one toilet.

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

The drainage line is 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 is used.

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

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

**OVER HEAD TANK:-** Concrete.

**AMENITIES:-**

**Security & safety:**

1. 24\*7 securities,
2. C.C.T.V. Surveillance,
3. Modern fire extinguishing and fighting system,

4. Parking in Ground Floor and Covered boundary area,
5. Window & balcony covered with grill work,
6. Well founded building structures

**Additional Facilities:**

1. Cable & broadband connection in dining & master bedroom,
2. A/C connection installed in all bedrooms,
3. 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 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 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. 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 certificate 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, OWNER cum SELLER cum VENDOR** through it's **Representative Director**, 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 .....<sup>th</sup> ....., **2019**.

**MEMO OF CONSIDERATION**

The **OWNER cum SELLER cum VENDOR** being represented by its representative Director 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.

*[This Deed is prepared on 1 (One) Stamp Paper, ..... (.....) A4 Executive Bond Papers, 2 (Two) Maps and 2 (Two) Bond Papers containing the Finger Prints and Photos of the Parties i.e., This Deed is prepared on and upon total ..... (.....) Pages].*

**WITNESSES:-**

1.

**SEAL & SIGNATURE OF THE OWNER CUM SELLER CUM VENDOR**

1.

2.

2.

**SIGNATURES OF THE PURCHASERS**

*Drafted by me & typed in my Office*

**Rajdeep Goswami**  
Advocate

Enrollment No.  
Burdwan Dist. Judges Court  
Computerized Typed by Me

Sk. Sabir  
Bajepratappur, Burdwan