

GRN: -_____

DEED OF SALE OF RS._____

ASSESSED MARKET VALUE – RS._____

e-QUERY NO.-_____ **/ 2025**

THIS DEED OF SALE is made BY:-

1. “SIDDHIVINAYAKA REALTY LLP”, a Limited Liability Partnership Firm, having its Regd. Office at - Ground Floor, Unit No.- 09, Vishnupriya I, Simultala, 01 No. Mohishila Colony, Asansol, P.O. Asansol, 713303, P.S. - Asansol South, District - Paschim Bardhaman, represented by one of its Partner **SHRI AMIT KUMAR RAI**, son of Shri Kailash Rai resident of - 3/F-03, 3rd Floor, Radhika Apartment, Simultala, 01 No. Mohishila Colony, P.O.- Asansol - 03, P.S.- Asansol South, District - Paschim Bardhaman, West Bengal, India;

2. SHRI UTTAM GHOSH, son of Late Rajendra Ghosh alias Rajendra Chandra Ghosh, by faith - Hindu, by Nationality - Indian, by occupation - others, resident of - Purba Para, 01 No. Mohishila Colony, Asansol, P.O.- Ushagram, Pin - 713303, P.S.- Asansol South, District - Paschim Bardhaman, West Bengal, India;

3. SHRI BIMAL ROY, son of Ranjit Roy, by faith - Hindu, by Nationality - Indian, by occupation - others, resident of Purba Para, 01 No. Mohishila Colony, Asansol, P.O.- Ushagram, Pin - 713303, P.S.- Asansol South, District - Paschim Bardhaman, West Bengal, India; herein after called the **“FIRST PARTY / LAND OWNER / VENDOR”** (which expression shall unless excluded by or inconsistent with or repugnant to the context mean and include all their legal heirs, nominees, executors, administrators, representatives, successors and assigns) of the **ONE PART.**

THAT the “First Party / Land Owner / Vendor” is being represented by their lawfully nominated & constituted Attorney **“RESIDENA HOUSING LLP.” (PAN NO.- ABHFR4319K)** a Limited Liability Partnership Firm, having its Regd. Office at – Holding No. 619, G. Floor, Binapani Aptt., Simultala, Mohishila Colony, P.O.- Asansol, Pin - 713303, P.S.- Asansol (South), District - Paschim Bardhaman, West Bengal, India, represented by one of its Partner **MR. SANJOY ROY** S/o Chandra Nath Roy, resident of - East Ram Sayar Maidan, S. B. Gorai Road, P.O.- Asansol, Pin - 713301, P.S.- Asansol, District - Paschim Bardhaman, West Bengal, India; by virtue of three numbers of separate **Registered Development & Construction Agreement/s** being Nos.- **I 232** for the year **2025**, dated – 15.01.2025, **I 233** for the year **2025**, dated – 15.01.2025, & **I 234** for the year **2025**, dated – 15.01.2025 which are duly noted in Book No.- I, & registered in the Office of A.D.S.R. Asansol AND three numbers of separate **Registered General Power of Attorney** being Nos.- **I 305** for the year **2025**, dated – 15.01.2025, **I 309** for the year **2025**, dated – 15.01.2025, & **I 308** for the year **2025**, dated – 15.01.2025 respectively & duly noted in Book No.- I, & registered in the Office of A.D.S.R. Asansol.

THAT the principal(s) of the said Attorney is/are alive till today and the Deed of General Power of Attorney has never been cancelled till this day of registration as per our knowledge & belief.

AND

‘RESIDENA HOUSING LLP.’ (PAN NO.- ABHFR4319K) a Limited Liability Partnership Firm, having its Regd. Office at – Holding No. 619, G. Floor, Binapani Aptt., Simultala, Mohishila Colony, P.O.- Asansol, Pin - 713303, P.S.- Asansol (South), District - Paschim Bardhaman, West Bengal, India, represented by one of its Partner **MR. SANJOY ROY** S/o Chandra Nath Roy, resident of – East Ram Sayar Maidan, S. B. Gorai Road, P.O.- Asansol, Pin - 713301, P.S.- Asansol, District - Paschim Bardhaman, West Bengal, India; hereinafter called and referred to as the **‘DEVELOPER / CONFIRMING PARTY’** (which expression shall unless be repugnant to the context or meaning thereof be deemed to mean and include his respective successors-in-office, legal heirs, executors, administrators, nominee, and permitted assigns).

IN FAVOUR OF :

- (01) MR. / MRS. / MISS _____, (PAN – _____), (AADHAR – _____), Son / Daughter / Wife Of _____, by faith - Hindu, citizenship - Indian, by occupation – _____, resident of – _____, P.O:- _____, P.S:- _____, Pin:- _____, District:-_____, _____, India,
- (02) MR. / MRS. / MISS _____, (PAN – _____), (AADHAR – _____), Son / Daughter / Wife Of _____, by faith - Hindu, citizenship - Indian, by occupation – _____, resident of – _____, P.O:- _____, P.S:- _____, Pin:- _____, District:-_____, _____, India, (hereinafter called **‘PURCHASER’** which expression shall, unless repugnant to the context or meaning thereof, be deemed to and include their survivor or survivors & the legal representatives, heirs, executors or administrators), **of the OTHER PART.**

WHEREAS the property mentioned in Item No. 01 of the schedule A below mentioned under District – Paschim Bardhaman (formerly District - Burdwan), P.S.- Asansol, comprised within Mouza – Mohishila, (previously J.L. No.- 025), Presently J.L. no.- 037, L.O.P. no.- 428, in or upon C.S. Plot no.- 79 (P) corresponding to R.S.,L.R. Plot no.- 79/3423 & being ‘ Bastu’ class of land measuring an area of 06 (six) kathas being Holding No.- 100/103, being Assessee no.- 3309302585588, within the ambits of Ward No.- 20 (old) 86 (new) of Asansol Municipal Corporation at 01 number Mohishila Colony, Asansol, more fully mentioned in details under Schedule below originally belonged to one Sachindra Kumar Debnath @ Sachin Debnath @ Sachindra Debnath @ Sachin Chandra Debnath @ Shanchin Chandra Debnath s/o Late Chandra Kumar Debnath of Asansol Govt. Colony No.- 01 who acquired it by virtue of a Lease Deed dated 23.10.1975, being Deed no.- 6870 for the year 1975 & which was later conferred

absolute right, title & interest by way of Gift through Registered Indenture dated – 20.07.1988 being Deed no.- I 109 for the year 1988, duly noted In Book no.- I, Volume No,- II, Pages from 433 to 436 at the Office of Additional District Registrar of Burdwan at Asansol, executed by the Governor of the State of West Bengal as Donor; with the view that the Govt. of West Bengal with the intent to rehabilitate the Refugees displaced from East Pakistan now Bangladesh under the provisions of L.D.P. Act, 1948/L.A. Act I of 1894.

AND WHEREAS during his life time Sachindra Kumar Debnath @ Sachin Debnath @ Sachindra Debnath @ Sachin Chandra Debnath @ Shanchin Chandra Debnath s/o Late Chandra Kumar Debnath possessed the said properties openly, peacefully and uninterruptedly without any objection from anybody & erected a residential building which was duly assessed in his name & recorded in the Assessment Register of Asansol Municipal Corporation being Holding No.- 100/103, being Assessee no.- 3309302585588, within the ambits of Ward No.- 20 (old) 86 (new) of Asansol Municipal Corporation at Purba Para, 01 number Mohishila Colony, Asansol.

AND WHEREAS while owning & possessing such property Sachindra Kumar Debnath @ Sachin Debnath @ Sachindra Debnath @ Sachin Chandra Debnath @ Shanchin Chandra Debnath s/o Late Chandra Kumar Debnath mutated his name in the Record of Rights (R.O.R.) as “ Raiyat” of S.D.L. & L.R.O. (E.P.-1) Asansol, Govt. of West Bengal being L.R. Khatian No.- 5687.

AND WHEREAS thereafter while owning and possessing the said Schedule property Sachindra Kumar Debnath @ Sachin Debnath @ Sachindra Debnath @ Sachin Chandra Debnath @ Shanchin Chandra Debnath s/o Late Chandra Kumar Debnath died intestate and as a Hindu on 28.12.2010 at his own residence at 1 no. Mohishila Colony, and such fact had been duly noted in the Certificate of Death issued by Deputy Mayor, A.M.C., being Registration No.- 2010/02992, dated 28.12.2010, in Form 6, of Asansol Municipal Corporation, leaving behind his widow Smt. Anju Debnath and six (06) daughters Smt. Subhra Debnath Alias Subhra Chowdhury, Smt. Gouri Debnath Alias Gouri Das, Smt. Mithu Roy, Smt. Durga Debnath, Smt. Shikha Debnath Alias Shikha Debnath Chakraborty & Smt. Riya Sarkar as his only legal heirs and successors and none else to inherit the effects & estate of her husband & their father’ s in 1/7th shares each in accordance to the provision of Hindu Succession Act, 1956.

AND WHEREAS after the demise of Late Sachindra Kumar Debnath @ Sachin Debnath @ Sachindra Debnath @ Sachin Chandra Debnath @ Shanchin Chandra Debnath s/o Late Chandra Kumar Debnath his legal heirs recorded & mutated their names, separately, in the L.R. Record of Rights as “ Raiyat” of S.D.L. & L.R.O. (E.P.-1) Asansol, Govt. of West Bengal being L.R. Khatian nos.- 5822, 5820, 5821, 5825, 5826, 5824 & 5823 & THEREAFTER they sold, conveyed and transferred the same to the instant First Party / Landowner by virtue of Registered deed of Sale being deed no.- I 230505533 for the year 2021, dated- 30.07.2021, duly registered in Book no.- I, at A.D.S.R. Office Asansol for valuable consideration.

AND WHEREAS is pertinent to mention here that the acquisition and devolution of legal title & ownership over the said Plot of land of the present First Party/ Landowner Vendor have been fully mentioned & described in the recital of the said Registered deed of Sale being deed no.- I 230505533 for the year 2021, dated- 30.07.2021, duly registered at the Office of A.D.S.R. Office Asansol.

AND WHEREAS in the circumstances mentioned above the instant First Party/ Landowner no.- 01 above named is absolutely seized and possessed of or otherwise well and sufficiently entitled to the property fully mentioned in the below mentioned schedule and have been openly, peacefully, uninterruptedly owning & possessing the same and subsequently recorded & mutated its name in the L.R. Record of Rights at the office of S.D.L. & L.R.O. (E.P.-1), Asansol in R.S. & L.R. Plot no.- 79/3423 appertaining to L.R. Khatian No.- 5986 within Mouza - MOHISHILA, J.L. no.- 037, Police Station- Asansol, Dist.- Paschim Bardhaman, measuring 09 (nine) decimal.

AND WHEREAS the property mentioned in Item No. 02 of the schedule A below mentioned under District – Paschim Bardhaman (formerly District - Burdwan), P.S.- Asansol, comprised within Mouza – Mohishila, (previously J.L. No.- 025), Presently J.L. no.- 037, L.O.P. no.- 420 (P), in or upon C.S. Plot no.- 79 (P) corresponding to R.S.,L.R. Plot no.- 79/3417 measuring an area of 03 (three) katha 05 (five) chhatak within the ambits of Ward No.- 20 (old) 86 (new) of Asansol Municipal Corporation at Purbapara, 01 number Mohishila Colony, Asansol, more fully mentioned in details under Schedule below originally belonged to the above named ‘ First party / Landowner’ no. - 02 of Asansol Govt. Colony No.- 01 who acquired it by virtue of a Registered Indenture being Deed no.- 0094 for the year 1997, dated – 09.01.1997 duly noted in Book no.- I, Volume No.- I, pages from 170 to 173 & duly registered at the Office of Additional District Registrar of Burdwan at Asansol which was executed by the Governor of the State of West Bengal as Donor; with the view that the Govt. of West Bengal with the intent to rehabilitate the Refugees displaced from East Pakistan now Bangladesh under the provisions of L.D.P. Act, 1948/L.A. Act I of 1894.

AND WHEREAS during his life time Shri Uttam Ghosh, i.e. the above named First party / Landowner no.- 02 possessed the said properties openly, peacefully and uninterruptedly without any objection from anybody AND THEREAFTER recorded & mutated his name in the L.R. Record of Rights (R.O.R.) as ‘Raiyat’ of the Govt. of West Bengal being **L.R. Khatian No.- 6100** within **Mouza - Mohishila**, (previously J.L. No.- 025), Presently J.L. no.- 037, L.O.P. no.- 420 (P), in or upon C.S. Plot no.- 79 (P) corresponding to **R.S.,L.R. Plot no.- 79/3417** measuring an area of 03 (three) katha 05 (five) chhatak & recorded in the L.R. Record of Rights as 05 (five) decimal.

AND WHEREAS in the circumstances mentioned above the instant First Party/ Landowner no.- 02 above named is absolutely seized and possessed of or otherwise well and sufficiently entitled to the property fully mentioned in the below mentioned schedule and have been openly, peacefully, uninterruptedly owning & possessing the same.

AND WHEREAS the property mentioned in Item No. 03 of the schedule A below mentioned under District – Paschim Bardhaman (formerly District - Burdwan), P.S.- Asansol, comprised within Mouza – Mohishila, (previously J.L. No.- 025), Presently J.L. no.- 037, L.O.P. no.- 421/1 (P), in or upon C.S. Plot no.- 79 (P) corresponding to R.S.,L.R. Plot no.- 79/3416 measuring an area of 02 (two) kathas 09 (nine) chhatak within the ambits of Ward No.- 20 (old) 86 (new) of Asansol Municipal Corporation at Purbapara, 01 number Mohishila Colony, Asansol, more fully mentioned in details under Schedule below originally belonged to the above named ‘ First party / Landowner’ no.- 03 of Asansol Govt. Colony No.- 01 who acquired it by virtue of a Lease Deed dated – 24.10.1975 & which was later conferred absolute right, title & interest on the demised land by way of Gift through Registered Indenture being Deed no.- 0194 for the year 1996, duly registered at the Office of Additional District Registrar of Burdwan at Asansol & executed by the Governor of the State of West Bengal as Donor; with the view that the Govt. of West Bengal with the intent to rehabilitate the Refugees displaced from East Pakistan now Bangladesh under the provisions of L.D.P. Act, 1948/L.A. Act I of 1894.

AND WHEREAS during his life time Shri Bimal Roy, i.e. the above named First party / Landowner no.- 03 possessed the said properties openly, peacefully and uninterruptedly without any objection from anybody **AND THEREAFTER** recorded & mutated his name in the L.R. Record of Rights (R.O.R.) as ‘Raiyat’ of the Govt. of West Bengal being **L.R. Khatian No.- 6405** within **Mouza - Mohishila**, (previously J.L. No.- 025), Presently J.L. no.- 037, L.O.P. no.- 421/1 (P), in or upon C.S. Plot no.- 79 (P) corresponding to **R.S.,L.R. Plot no.- 79/3416** measuring an area of 02 (two) kathas 09 (nine) chhatak & recorded in the L.R. Record of Rights as 04 (four) decimal.

AND WHEREAS in the circumstances mentioned above the instant First Party/Landowner no.- 03 above named is absolutely seized and possessed of or otherwise well and sufficiently entitled to the property fully mentioned in the below mentioned schedule and have been openly, peacefully, uninterruptedly owning & possessing the same.

THEREFATER the First Party/Landowner no.- 01, 02 & 03 respectively applied and got Land Use Compatibility Certificate u/s 46 of the West Bengal Town & Country (Planning & Development) Act, 1979, from Asansol Durgapur Development Authority (ADDA), being Memo No : ADDA/ASL/2024/000414, dated- 08.04.2024 **AND** subsequently got Conversion certificate as Commercial Bastu being Conversion case no.- CN/2024/2305/993, vide Memo no.- 3055/ADM & DLRO/PAB/24, dated- 02.07.2024 & been paying khajna/ground rent ever since to the Government of West Bengal & got Sanctioned Building Plan from Asansol Municipal Corporation, being Building Permit No.- SWS-OBPAS/1101/2024/0952, dated- 28.11.2024.

AND WHEREAS the First Party no.- 01, 02 & 03 intended to develop the schedule mentioned land for the **G+IV** multistoried building consisting of various residential units & garages in the manner recorded below and whereas the Second Party / Attorney / Developer herein is directly involved in the business of Real

estate development having proper know how, manpower, finance & other resources. Relying on the representations of the Landowners no. 1, 2 & 3, the Developer has decided to develop the said Property.

AND WHEREAS relying on the representations of the First Party / Landowner no.- 01, 02 & 03 the Developer i.e. 'RESIDENA HOUSING LLP.' , a Limited Liability Partnership Firm entered into a mutual agreement with the landowners thereby authorizing the LLP firm to erect the said multistoried (G+IV) building namely " RESIDENA ENCLAVE BLOCK A & B' upon the said below mentioned schedule land at the costs and expenses of the Second Party/Developer.

AND with a view to enabling the said Firm to raise the said multistoried building it had become necessary to execute 'Registered Development & Construction Agreement' AND ' Registered General Power of Attorney' for mutual convenience, to exercise the following powers in connection with the schedule mentioned lands for the First Party no. 1, 2 & 3 and on its behalf in the matter of raising the aforesaid multistoried building on the schedule mentioned land.

THUS in pursuant to the said mutual agreement & with a view to enabling the said Firm to raise the said G + IV multistoried building namely " RESIDENA ENCLAVE BLOCK A & B' upon the said below mentioned schedule land the instant First Party/Landowner no. 1, 2 & 3 executed three numbers of **Registered Development & Construction Agreement/s** being Nos.- **I** _____ for the year **2025**, dated – 15.01.2025, AND **I** _____ for the year **2025**, dated – 15.01.2025 & **I** _____ for the year **2025**, dated – 15.01.2025 duly registered in the Office of A.D.S.R. Asansol RESPECTIVELY AND three numbers of **Registered General Power of Attorney/s** being Nos.- _____ for the year **2025**, dated – 15.01.2025, AND **I** _____ for the year **2025**, dated – 15.01.2025 & **I** _____ for the year **2025**, dated – 15.01.2025 duly registered in the Office of A.D.S.R. Asansol appointing as their lawfully nominated & constituted Attorney 'RESIDENA HOUSING LLP.' , a Limited Liability Partnership Firm .

AND WHEREAS by virtue of the said Regd. Development Agreements & Regd. General Powers of Attorney respectively the above 'RESIDENA HOUSING LLP.' , a Limited Liability Partnership Firm, has been entrusted to develop the schedule mentioned land by making investment from its own fund as a Developer/Builder on the terms and conditions as fully set out in the above noted Registered Development agreement.

AND WHEREAS the 'RESIDENA HOUSING LLP.' , a Limited Liability Partnership Firm shall erect & raise multi-storied building under the name and style " RESIDENA ENCLAVE BLOCK A & B' consisting of various commercial as well as self-contained residential flats/parking space / garage / shops / offices etc. in accordance with the said site plan and building plan. Details of the said property are more fully mentioned and described in the Schedule ' A' below.

AND WHEREAS the entire cost and expenses towards construction of the ' A' schedule multi-storied building are being borne by said 'RESIDENA HOUSING LLP.' , a Limited Liability Partnership Firm and as such said LLP Firm have acquired right and interest in respect of the entire constructions of the building, except the Vendor's/First Party's/Landowners allocation as mentioned in the above noted Registered Development & Construction Agreements and therefore for avoiding all future conflicts as well as to perfect the title and ownership of the purchaser over the ' B' Schedule property along with ' C' Schedule common rights agreed to execute this deed along with the vendor.

AND WHEREAS the Vendor nos.- 1, 2 & 3, through their Attorney / Developer (if any) having declared to sell **the Schedule ' B' property** within the ' A' schedule apartment being morefully described in Schedule B below along with undivided proportionate share or interest in the ' A' Schedule land which is more fully mentioned in the Schedule ' B' below along with common right of user over the common portions, areas, pathways, structures, installation etc. which are more fully mentioned in Schedule ' C' below.

AND WHEREAS the Purchaser having come to know of such intention of the Vendor proposed and offered to purchase the said 'B' property.

AND WHEREAS the Vendor considering the said price as fair, proper, reasonable and highest according to present market value prevailing in the locality accepted the said offer of the Purchaser/s and agreed to sell, convey and transfer the 'B' schedule property along with 'C' Schedule common rights unto and in favour of the Purchaser/s at and for the said total consideration price mentioned below & on the terms mentioned here in below.

AND WHEREAS the Purchaser having knowledge about such declaration and intention of the Vendor proposed and offered to purchase the Schedule mentioned property at a consideration mentioned below.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:-

THAT in pursuance of the said agreement between the Vendor and the Purchaser/s and in consideration of the said sum of **RS. _____/- (Rs. _____)** **only** paid by the Purchaser/s to the Vendor (the receipt whereof the Vendor does hereby admit and acknowledge) as total price of the said property, the Vendor doth hereby grant, convey, sell and transfer unto and to the use of the said Purchaser/s all that 'B' Schedule property along with common rights and facilities more fully mentioned in the 'C' schedule below together with the right of path, passage, lights, liberties, privileges, easement and appurtenances whatsoever attached and concerning to the said property free from any or all encumbrances **TO HAVE AND TO HOLD** the said property hereby granted, conveyed and transferred unto and to the use of the said Purchaser absolutely and for ever having all transferable rights therein such as sale, gift, lease, mortgage,

exchange or otherwise **AND THAT** the said Vendor for itself, its successors-in-office and legal representatives doth hereby further declare and covenant with the said Purchaser/s that the Vendor has good title, full power and absolute right to sell and transfer the said 'B' schedule property and further declare that the Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said property and that the Vendor has not in any way encumbered the said property intended to be conveyed by this Deed of Sale **AND THAT** the said Purchaser/s including all his/her/their legal heirs and successors shall and may at all times peacefully/quietly hold, possess, use and enjoy the said property as lawful and rightful owner thereof without any interruption, obstruction, claims and/or demand whatsoever from or by the Vendor or any person/persons lawfully/equitably claiming under or in trust for its **AND THAT** the said Vendor including all its successors-in-office and legal representatives shall and will for all times to come at the cost and request of the said Purchaser/s do or execute or cause to be done or executed all such acts, deeds, and/or things for further or more perfectly assuring the title of the Purchaser relating to the said property **AND THAT** the said Vendor doth hereby further declare and covenant with the said Purchaser/s that if it transpires that the 'B' schedule property hereby sold is not free from all encumbrances and/or the Vendor has no valid perfect and marketable title to the said property as hereinbefore stated by the Vendor, in that event the Vendor including all its successors-in-office and legal representatives will be bound to pay back the entire consideration amount of money with legal interest to the Purchaser/s and shall also be liable to make good and indemnify all losses and damages which the Purchaser/s may suffer due to any defect in the title of the Vendor in respect of the said 'B' schedule property hereby sold the Purchaser/s.

THAT the purchaser/s do hereby acquire valid and absolute right to the said Schedule B property together with easements and privileges attached thereto & thereof.

THAT the Purchaser/s shall use the said Schedule B property solely and exclusively for **Residential purpose.**

THAT not to decorate or paint or otherwise the exterior of the said flat/building in any manner save in accordance with the general scheme thereof as is or any be specified by the Flat Owners Association.

THAT not to do anything whereby the other owners/occupiers of the flat/building is prevented from the enjoyment of their respective residences, garages quietly and exclusively.

THAT not to claim any right in any other part of the same flat/building save as may be necessary for ingress and egress or save as expressly granted and as mentioned in Schedule "C".

THAT not to claim partition or sub-division of common areas of the said flat of the said building and not to make any structural addition, alteration or modifications of permanent nature, and not to divide or fragment into smaller pieces or making separate independent portion of the said flat with permanent wooden partition and fixtures.

THAT not to carry on any obnoxious, offensive, illegal or immoral activity in the said flat which is mentioned in the schedule 'B' below or in any other portion / portions of the said building including common parts thereof or in any portion of the said building.

THAT not to do anything which may endanger, damage, risk or prejudice the floor or ceiling of the said flat.

THAT not to throw any rubbish or store any articles in any part of the common areas or any other parts of the said property/building or permit the same to be accumulated to such an extent so as to create any nuisance and thereby be prejudicial to the health & moral wellbeing of the other Owners/Occupiers of the said 'A' schedule property/building, save and except as may specifically be permitted and allowed by the Association of the Flat Owners in writing.

THAT the Purchaser/s at his/her/their own cost and expenses shall maintain his/her/their individual flat sold to his/her/them by repairing, plastering, white washing of the walls and colour washing of doors and windows including renovation, replacements etc. without causing any damage or detriment to the adjoining flat or flats belonging to other occupant/s of the said building on 'A' Schedule land.

THAT the Purchaser/s shall not have any right to undertake any addition or alteration which may cause damage in any way or affect the main structures, pillars, constructions and roof of the 'A' Schedule building.

THAT the Purchaser/s will have to pay proportionate Corporation tax and Rents which may be assessed for the 'B' schedule building to appropriate authority and will have to bear his/her/their share of expenses required for maintenance of the common portions over which the Purchaser/s is/are authorized to use and enjoy in common with other occupants of the A' schedule building.

IT IS further covenanted by and between the parties hereof that the Purchaser/s shall always abide by the decision of the committee/flat owners' association to be framed amongst the Purchaser/s and other owners of the flats and also observe, perform and comply with all rules, regulations, bye laws and procedure which will be framed by the said committee regarding maintenance, managements and protections of the common privileges, easements, sanitation, safety of the structure of the building and liabilities like corporation taxes, cesses, rents and other impositions levied or to be levied concerning the building.

THAT every internal walls separating the 'B' schedule flat from an adjoining flat/flats shall be the common wall and cannot be removed or destroyed without the written consent of the said committee or flat owners' association of the building on 'A' schedule land.

IT IS hereby specifically declared that the provisions of West Bengal Apartment Ownership (Amendment) Act, 2015 and the Rules framed hereunder and the other laws of the land (as are amended up to date) and the Rules framed there under shall apply to the said Flats/Shops/Units as and when made applicable by the concerned authority.

THAT the Purchaser after satisfying themselves about the title of the Vendor in respect of the said property hereby agreed to purchase the same & have made proper enquiry and inspection in respect of the 'B' Schedule Unit/property and being fully satisfied with the constructional work of the same taken delivery & possession of the said schedule B property.

THAT it has been covenanted between the parties that the Purchasers shall have the common right only to enjoy the roof terrace and maintain the same. But the Developer will have exclusive and absolute right to raise any structure, construction, advertisement panel, etc. over the ultimate roof of the A schedule building.

AND that it is further declared by the Vendor that the Purchaser/s by virtue of this Deed of Sale will be competent and entitled to get his/her/their name/s mutated in the records of S.D.L. & L.R.O., Extn. Part-1, Asansol under the State of West Bengal as also in the records and registers of Asansol Municipal Corporation and also in the records and registers of West Bengal State Electricity Board or any other authority the rent, tax, duties etc. will be borne by the Purchaser/s and the Vendor undertakes to render all such help and assistance as will be found essential in this regard.

The proportionate annual rent is payable to the State of West Bengal through S.D.L. & L.R.O., Extn. Part-1, Asansol, Dist. Paschim Bardhaman.

SCHEDULE 'A' OF THE PROPERTY ABOVE REFERRED TO
(PREMISES)

ITEM NO.- 01 -- In the District of PASCHIM BARDHAMAN (formerly District - Burdwan), A.D.S.R. Office -Asansol, P.S.- ASANSOL, within **Mouza – MOHISHILA**, J.L. no.- 037, all that piece and parcel of “ commercial BASTU” class of land, being **L.O.P. no.- 428** comprised in or upon **C.S. Plot no.- 79 (P)** corresponding to **R.S. & L.R. Plot no.- 79/3423**, appertaining to **L.R. Khatian no.- 5986**, total area of land measuring an area of **09 (nine) decimal**, along with a 35 years old single storied Tile Shed residential building standing thereon and measuring area 300 (three hundred) sq. ft. (approx.), with all fittings, fixtures, courtyard along with all hereditaments & easementary rights attached thereto

bearing being Holding No.- 100/103, within the ambits of **Ward No.- 20 (old) 86 (new)** of Asansol Municipal Corporation cemented flooring with all easement rights at - at 01 number Mohishila Colony, Purbapara , Asansol. Road:- Mohisila Colony No. 01, (Road Width 30ft.)

The schedule property which is sold is butted & bounded by :-

NORTH	-	L.O.P. no.- 420.	
SOUTH	-	Colony Road.	L.O.P. no.- 447
EAST	-	House of Bijoy Pal.	L.O.P. no.- 429
WEST	-	House of Sadhan Chatterjee.	L.O.P. no.- 427

ITEM NO.- 02 -- In the District of PASCHIM BARDHAMAN (formerly District - Burdwan), A.D.S.R. Office - Asansol, P.S.- ASANSOL, within **Mouza – MOHISHILA**, J.L. no.- 037, all that piece and parcel of vacant “commercial BASTU” class of land, being **L.O.P. no.- 420 (P)**, comprised in or upon **C.S. Plot no.- 79 (P)** corresponding to **R.S. & L.R. Plot no.- 79/3417**, appertaining to **L.R. Khatian no.- 6100**, total area of land as recorded in the L.R. Record of Rights being **05 (five) decimal**, alongwith one number of Tile Shed structure being 05 years old having cemented flooring, measuring 100 (one hundred) sq. ft. with all fittings, fixtures, courtyard, water source along with all hereditaments & easementary rights attached thereto within the ambits of **Ward No.- 20 (old) 86 (new)** of Asansol Municipal Corporation, situated at - 01 number Mohishila Colony, Purbapara, Asansol.
Road:- Mohisila Colony No. 01, (Road Width 30ft.)

The schedule property is butted & bounded by :-

NORTH	-	Colony Road.
SOUTH	-	L.O.P. no.- 381.
EAST	-	L.O.P. no.- 421.
WEST	-	L.O.P. no.- 420.

ITEM NO.- 03 -- In the District of PASCHIM BARDHAMAN (formerly District - Burdwan), A.D.S.R. Office - Asansol, P.S.- ASANSOL, within **Mouza – MOHISHILA**, J.L. no.- 037, all that piece and parcel of vacant “commercial BASTU” class of land, being **L.O.P. no.- 421/1 (P)** comprised in or upon **C.S. Plot no.- 79 (P)** corresponding to **R.S. & L.R. Plot no.- 79/3416**, appertaining to **L.R. Khatian no.- 6405**, total area of land as recorded in the L.R. Record of Rights being **04 (four) decimal**, with all fittings, fixtures, courtyard along with all hereditaments & easementary rights attached thereto within the ambits of **Ward No.- 20 (old) 86 (new)** of Asansol Municipal Corporation situated at - at 01 number Mohishila Colony, Purbapara, Asansol. Road:- Mohisila Colony No. 01, (Road Width 30ft.)

The schedule property is butted & bounded by :-

NORTH	-	Colony Road.
SOUTH	-	L.O.P. no.- 429.
EAST	-	L.O.P. no.- 422.
WEST	-	L.O.P. no.- 420.

including a Multistoried Pucca building / Apartment (G+4 storied) named and known as “ RESIDENA ENCLAVE BLOCK A & B', consisting of various self contained flats / shops / godowns / parking space / garages etc., situated at situated at - at 01 number Mohishila Colony, Purbapara, Asansol. Road:- Mohisila Colony No. 01, (Road Width 30ft.). The property is butted and bounded as follows:-

SCHEDULE “B” ABOVE REFERRED TO:-
(sold from Landowner’s / Developer’s Allocation)

In the above District, P.S., Mouza etc., all that one self contained unfurnished residential flat being **Flat No. F-02**, situated on the **First Floor** (South West facing) of the said “ RESIDENA ENCLAVE BLOCK A & B" measuring super built up area **940 (Nine Hundred Forty) Sq.ft.**, consisting of 2 (Two) Bed Rooms, 1 (One) Drawing cum Dining, 1 (One) Kitchen, 2 (Two) Toilets, 1 (One) Balcony, with all fittings, fixtures, easement rights etc. WITH one number of open Four (04) Wheeler Parking Space within the common parking space in the Basement of the said Schedule – ‘A’ Building namely “ RESIDENA ENCLAVE BLOCK A & B', measuring an area of **110 (One Hundred Ten) Sq.ft.**, along with undivided proportionate share of land constituting a part of the 'A' schedule land. Status – COMPLETE.

SCHEDULE "C" ABOVE REFERRED TO
(Common areas and installation common to the co-owners)

1. Entrance, corridor, lobbies, staircases, landing and side spaces.
2. Surrounding the building and other spaces required for common purpose.
3. Electric Transformer, Electrical wiring and fittings and fixtures for lighting the staircase, lobby and other common areas for operating the water pump with motor and common meter and main switch.
4. Drains and sewers from the building to the Corporation Drain.
5. Water pump with motor, overhead water tank and distribution pipes from the overhead tank to the different units / flats.
6. Water and sewerage, evacuation pipes from the each unit to drains and sewers common to the building.
7. Lift.

Proportionate annual rent is payable to the State of West Bengal, through the S.D.L. & L.R.O., Extn. Part-1, Asansol.

A sheet containing photos and finger prints of both hands duly attested by the parties concern is annexed hereto which do form a part of this deed.

-::: **MEMO OF CONSIDERATION** ::::-

<u>Mode of Payment</u>	<u>Date</u>	<u>Bank Name, Branch Name & Cheque No./s</u>	<u>Amount Paid (in Rupees)</u>
Total Amount Paid Are			

Total & Full consideration amount paid by the Purchaser, for the above mentioned 'B' schedule property, to the aforesaid Vendor, through its constituted Attorney, as per their full satisfaction is of **RS. _____/- (Rs. _____) only.**

IN WITNESS WHEREOF the parties have set and subscribed their hands and signatures on this the _____ day of _____ **2025** at Asansol.

WITNESSES:

1.

(Signature of Attorney of :-
SIDDHIVINAYAKA REALTY'
SHRI UTTAM GHOSH,
SHRI BIMAL ROY

(Signature of Developer)

2.

(Signature of Purchaser / Second Party)

Drafted & Prepared by me as per
Reg. Development Agg & General
Power of Attorney, L.R. R.O.R.,
Instruction, & directions provided
by both the parties & Readover &
explained the contents to both the
Parties in Vernacular
and Printed in my office.

(UTSAV MUKHERJEE)

ADVOCATE,

PASCHIM BARDHAMAN DISTRICT JUDGE'S COURT AT ASANSOL

Enrolment No.-