

DEED OF SALE

:: Om Namah SHIVAYA ::

THIS DEED OF SALE IS MADE ON THISTH DAY OF, 2025

BETWEEN

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 one of it's Director namely **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 Bardhaman, Pin - 713347; PAN: **ALGPS3621L**; hereinafter called the **OWNER cum SELLER cum DEVELOPER** (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. MR., S/O, by Faith: Hindu, by Nationality **INDIAN** by Profession:, Resident of; PAN:; and
2. MRS ,, W/O, by Faith: Hindu, by Nationality **INDIAN** by Profession:, Resident of; 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/their heirs, representatives, executors, administrators, successors, successors in interests, nominee/s and assigns) of the **SECOND PART**.

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

YOGADA HOUSING PROJECTS PVT. LTD.

Mahendra Kumar Shaw

DIRECTOR

AND WHEREAS The First schedule mentioned property in respect of total measuring an area of land 34.4 Decimals which is comprising in C.S. Khatian No. 657, R.S. Khatian No. 1822/1 appertaining to C.S. Plot No. 2196 & R.S. Plot No. 2196, appertaining to L.R. Khatian No. 12129, comprising in L.R. Plot No. 2241 Classification of land Bastu (Converted from Shali to Bastu vide Conversion Case No. CN/2022/0201/1288 as per SEC. 4C of W.B.L.R. ACT 1955 read with the provision of Rule. 5A of W.B.L.R. Rules, 1965), situated within Mouza: Goda, J.L. No. 41, within P.S. BARDHAMAN SADAR, Sub Registration Office Burdwan and Dist. Purba Bardhaman, Holding No. 85/2 within Ward No. 01 of Mahalla KESHABGANJ, within the jurisdiction of Burdwan Municipality of land was previously belonged to Mosammat Saleha Khatun @ Khudi Bibi. She recorded her name in the record of R.S.R.O.R. in respect of old khatian No. 657 and subsequently in the R.S. Khatian No. 1822/1 in respect of land area 2 acres 01Decimals. While being in the ownership and possession of Said Premises she transferred her right, title, interest, ownership & Possession over 1 Bigha 10 Katha i.e. 49.50 Decimals of definite and demarcated land comprising in the First Schedule mentioned Plots in favour of Smt. Bhaktimati Samanta, W/O Gopal Krishna Samanta & Smt. Hemprova Samanta, W/o Ramkrishna Samanta by virtue of a Deed of Sale with annexed therewith being No. I – 6540 for the year of 1960, registered at the office of D.S.R. Burdwan. thereafter the said Smt. Bhaktimati Samanta & Smt. Hemprova Samanta became the absolute owner, possessor, right, title & interest holder of the over 1 Bigha 10 Katha i.e. 49.50 Decimals of land of the Said Premises more specifically mentioned in the First Schedule.

AND WHEREAS, While being in the ownership and possession of the residual portion of Said Premises the said Mosammat Saleha Khatun @ Khudi Bibi transferred her right, title, interest, ownership & Possession over 12 Katha i.e. 20 Decimals of definite and demarcated land comprising in the First Schedule mentioned Plots in favour of Smt. Bhaktimati Samanta, W/O Gopal Krishna Samanta & Smt. Hemprova Samanta, W/o Ramkrishna Samanta by virtue of a Deed of Sale with annexed therewith being No. I – 901 for the year of 1961, registered at the office of D.S.R. Burdwan. thereafter the said Smt. Bhaktimati Samanta & Smt. Hemprova Samanta became the absolute owner, possessor, right, title & interest holder of the over 12 Katha i.e. 20 Decimals of land of the Said Premises more specifically mentioned in the First Schedule.

AND WHEREAS, while jointly owning and possessing the said 42 Kathas i.e. 69.50 Decimals i.e. 2 Bighas 2 Kathas definite demarcated landed property jointly having equal share in C.S. Plot No. 2196, R.S. Plot No. 2196, the said Smt. Bhaktimati Samanta & Smt. Hemprova Samanta decided in order to use, enjoy and possess the said property individually and specifically as per definite demarcated portion they executed a registered Partition Deed showing with the allocated position of Partitioned property by virtue of a registered Partition Deed being No. I – 3553 for the year of 1969, registered in the office of D.S.R. Burdwan. since then, Smt. Bhaktimati Samanta obtained the property marked as Plot -A in annexed map & defined in schedule “Ka” in the aforesaid partition deed and Smt. Hemprova Samanta obtained the property marked as Plot -B in annexed map & defined in schedule “Kha” in the aforesaid partition deed. And enjoying their respective partitioned allocated property as per the aforesaid partitioned deed

with their absolute right, title, interest therein without any interference of any Third party.

AND WHEREAS, subsequently after enforcement and implementation of the W.B.L.R. Act. 1955 and after implementation of the L.R.R.O.R. process and system due to operation of Law, the aforesaid C.S. Plot and R.S. Plot 2196 has converted and changed into new L.R. Plot No. 2241 and the said Smt. Bhaktimati Samanta while enjoying the property marked as Plot -A in annexed map & defined in schedule "Ka" in the aforesaid partition deed and presently detailed in the Schedule below with absolute right, title & interest therein without any interference of any third party and mutated her name in the L.R.R.O.R. under the L.R. Khatian No. 1439 comprising in the L.R. Plot No. 2241, within Mouza - Goda, J.L. No. 41, within P.S. Bardhaman Sadar within Dist. Bardhaman (Presently known as Purba Bardhaman).

And whereas, Smt. Bhaktimati Samanta while being in the absolute ownership and possession of the First schedule mentioned property by recording her name in the L.R.R.O.R. as well as paying all land revenue in her name to the competent authority without any interference of any third party the said Smt. Bhaktimati Samanta died on 19-02-1998 leaving behind her legal heirs and intestate successor (as per HINDU SUCCESSION ACT. 1956) as her 5 (Five) Sons namely NRIPENDRA NATH SAMANTA, ARABINDA SAMANTA, MANINDRA NATH SAMANTA, CHANDRANATH SAMANTA & PRASANTA SAMANTA and 4 (Four) Daughters namely PUSPARANI SAMANTA, GITARANI SAMANTA, KAMALA DUTTA & NAMITA DAN. Thereafter the said NRIPENDRA NATH SAMANTA, ARABINDA SAMANTA, MANINDRA NATH SAMANTA, CHANDRANATH SAMANTA, PRASANTA SAMANTA, PUSPARANI SAMANTA, GITARANI SAMANTA, KAMALA DUTTA & NAMITA DAN all of them became equally and jointly became 1/9th share holder of the first schedule mentioned property left behind by deceased Bhaktimati Samanta. And all of them enjoying their right, title, interest, ownership and possession over the First Schedule mentioned property.

AND WHEREAS, subsequently while enjoying the absolute ownership and possession as co-owner of the undivided 1/9th share in the First Schedule Property OWNED PUSPARANI SAMANTA died on 20-12-1998 leaving behind her legal heirs and intestate successor (as per HINDU SUCCESSION ACT. 1956) as her 2 (Two) sons namely DIPANKAR SAMANTA & DEBSANKAR SAMANTA and 1(One) Daughter namely SHARMILA SAMANTA. Thereafter the said SHARMILA SAMANTA, DIPANKAR SAMANTA & DEBSANKAR SAMANTA all of them became equally and jointly became 1/27th share holder (OUT OF 1/9TH SHARE OWNED AND POSSESSED BY PUSPARANI SAMANTA) of the first schedule mentioned property left behind by deceased PUSPARANI SAMANTA.

AND WHEREAS, subsequently while enjoying the absolute ownership and possession as co-owner of the undivided 1/27th share in the First Schedule Property OWNED BY DEBSANKAR SAMANTA died on 29-05-2007 as Unmarried and issueless leaving behind her legal heirs and intestate successor (as per HINDU SUCCESSION ACT. 1956) as his 1(One) Full-blooded Brother DIPANKAR SAMANTA and 1(One) Full-blooded sister namely SHARMILA SAMANTA. Thereafter the said SHARMILA SAMANTA, & DIPANKAR SAMANTA all of them became equally and jointly became 1/54th share holder (OUT OF 1/27TH SHARE OWNED AND POSSESSED BY DEBSANKAR SAMANTA)

of the first schedule mentioned property left behind by deceased DEBSANKAR SAMANTA. And the SHARMILA SAMANTA, & DIPANKAR SAMANTA became the joint owner of 1/9TH SHARE HOLDER WITHIN the first schedule mentioned property.

AND WHEREAS, subsequently while enjoying the absolute ownership and possession as co-owner of the undivided 1/9th share in the First Schedule Property OWNED GITARANI SAMANTA died on 18-05-2019 leaving behind her legal heirs and intestate successor (as per HINDU SUCCESSION ACT. 1956) as her only 1(One) Daughter namely KABERI SAMANTA. Thereafter the said KABERI SAMANTA became UNDIVIDED OWNER OF 1/9TH SHARE OWNED AND POSSESSED BY GITARANI SAMANTA IN the first schedule mentioned property left behind by deceased GITARANI SAMANTA.

AND WHEREAS, by the above mentioned process the said NRIPENDRA NATH SAMANTA, ARABINDA SAMANTA, MANINDRA NATH SAMANTA, CHANDRANATH SAMANTA, PRASANTA SAMANTA, KAMALA DUTTA, NAMITA DAN, SHARMILA SAMANTA, DIPANKAR SAMANTA & KABERI SAMANTA became the joint and undivided absolute owner, Possessor, Right, Title & Interest Holder of the First Schedule mentioned property. And while being in the absolute ownership and possession of the First schedule mentioned property, they transferred their absolute right, title, interest in favour YOGADA HOUSING PROJECT PVT. LTD. by virtue of a Deed of Sale Being No. I – 9273 for the year of 2021, registered in the office of A.D.S.R. BURDWAN.

AND WHEREAS, by the aforesaid deed of sale Being No. I – 9273 for the year of 2021, registered in the office of A.D.S.R. BURDWAN, YOGADA HOUSING PROJECT PVT. LTD. became the absolute owner and possessor of the First Schedule mentioned property. And enjoying it's absolute right, title, interest by recording it's name in the L.R.R.O.R. under the L.R. Khatian No. 12129 measuring an area of Land 34.4 Decimals comprising in the L.R. Plot no. 2241 within Mouza – Goda, J.L. No. 41, within P.S. Bardhaman Sadar within Dist. Purba Bardhaman. Subsequently YOGADA HOUSING PROJECT PVT. LTD. Converted the classification of land from Shali to Bastu vide Conversion Case No. CN/2022/0201/1288 as per SEC. 4C of W.B.L.R. ACT 1955 read with the provision of Rule. 5A of W.B.L.R. Rules, 1965, vide Memo no. 727 / S.D.L & L.R.O, SADAR (N).BDN/2022 DATED – 06-07-2022. Thereafter YOGADA HOUSING PROJECT PVT. LTD. to incorporate it's name within the record of BURDWAN MUNICIPALITY applied before the competent authority vide E-Mutation Case/Application No. BRWN/22-23/MU/000365 Dated 12-10-2022 and after proper verification and scrutiny the BURDWAN MUNICIPALITY pleased to approved the application made by YOGADA HOUSING PROJECT PVT. LTD. vide E-Mutation Certificate No. BRWN/22-23/MU/000365/41535 and incorporated YOGADA HOUSING PROJECT PVT. LTD. name under the Municipal Holding No. 85/2, within Mahalla/Street – Keshabganj, under Ward No. 1 of Burdwan Municipality. Since then YOGADA HOUSING PROJECT PVT. LTD. had been enjoying the property without any interference of any THIRD PARTY and by paying all government revenue and taxes to the competent authority of Government being imposed upon the First Schedule mentioned property.

AND WHEREAS thereafter YOGADA HOUSING PROJECT PVT. LTD. through it's Director have taken decision to construct multistoried residential cum Commercial building inclusive of Flats/Residential and Commercial Units/Car Parking Spaces over

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 by obtaining the completion certificate from BURDWAN MUNICIPALITY of the said multistoried Residential Buildings 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 **1 (One)****BHK** Unit/Flat bearing **Flat No.**, on the **Floor**, **Side**, measuring about **Sq. Ft.** (A Little More or Less) of **Carpet Area** which denotes **Sq. Ft.** (A Little More or Less) of **Covered Area** and which means a total **Super Built-Up Area** (inclusive of 25% Super Built Up Area) **Sq. Ft.** (A Little More or Less) of the said Building in **KNOWN Yogada HOUSING 2** being 1 (One) Commercial Unit/ Flat/ Car Parking Spacetotal consisting of (.....) Bedrooms, 1 (One) Hall cum Dining, 1 (One) Kitchen, 2 (Two) Toilets and 1 (ONE) BALCONY/VARANDDAH along with one Parking in the Ground Floor/Basement in 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 with undivided proportionate share in land and common benefits for a total consideration of **Rs.**/- (**Rupees** **Only**) **PLUS G.S.T. as per Govt. Norms** and in that regard initially the Purchaser was allotted with the said Flat & Parking vide one Allotment Letter vide Allotment Letter and subsequently in pursuance of the said allotment the parties to this Deed have entered and executed an Agreement for Sale **Dated**/...../202... in order to Sale out the said flat and Parking in favour of the PURCHASER.

AND WHEREAS the Purchasers have collected all the copies of title deeds, agreement, RECORD of RIGHTS COPY, COMPLETION CERTIFICATE OF THE SAID PROJECT to be issued by BURDWAN MUNICIPALITY 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 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 WHEREAS the said Flat and Parking have since completed in habitable and usable condition and the PURCHASERS has paid the full contractual amount of Rs. being the total sale proceed which includes the cost of land share and cost of the flat to the OWNER Company being represented by its representative Director and Purchasers have got delivery of possession of the flat to the satisfaction and have they now requested the OWNER Company being represented by its representative Director to transfer the said flat in their favour by a registered deed of conveyance.

AND WHEREAS the PURCHASER has 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 Purchaser 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 one of it's Director namely **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 Bardhaman, Pin - 713347; **PAN: ALGPS3621L;**
- 1.2. DEVELOPER 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 one of it's Director namely **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 Bardhaman, Pin - 713347; **PAN: ALGPS3621L**;

1.3. PURCHASERS/VENDEES:

1. MR., S/O Lt., by caste Hindu, by Nationality INDIAN, by profession Service, Resident of Vill & P.O- P.S-....., Dist -, West Bengal, India, Pin-.....; **PAN:**
and

2. MR., S/O Lt., by caste Hindu, by Nationality INDIAN, by profession Service, Resident of Vill & P.O- P.S-....., Dist -, West Bengal, India, Pin-.....; **PAN:**

1.4. PREMISES/ PROPERTY:

ALL THAT THE PIECE AND PARCEL OF BASTU LAND of total measuring an area of land 34.4 Decimals which is comprising in C.S. Khatian No. 657, R.S. Khatian No. 1822/1 appertaining to C.S. Plot No. 2196 & R.S. Plot No. 2196, appertaining to L.R. Khatian No. 12129, comprising in L.R. Plot No. 2241 Classification of land Bastu (Converted from Shali to Bastu vide Conversion Case No. CN/2022/0201/1288 as per SEC. 4C of W.B.L.R. ACT 1955 read with the provision of Rule. 5A of W.B.L.R. Rules, 1965), situated within Mouza: Goda, J.L. No. 41, within P.S. BARDHAMAN SADAR, Sub Registration Office Burdwan and Dist. Purba Bardhaman, Holding No. 85/2 within Ward No. 01 of Mahalla KESHABGANJ, within the jurisdiction of Burdwan Municipality ON AND OVER THE NEWLY CONSTRUCTED B+G+5 STORIED RESIDENTIAL cum BUILDING SANCTIONED BY BURDWAN MUNICIPALITY NAMED AND STYLED AS "GANESH TOWER".

1.5. TITLE DEEDS:

Shall means the Deed of Ownership.

1.6. BUILDING :

Shall mean Multistoried Flat Building named and styled as "**GANESH TOWER**" constructed on FIRST SCHEDULE in accordance with the Sanctioned Plan Building plan vide Permit No. - SWS-OBPAS/1201/2024/1222, dated 05-11-2024 for construction of residential purpose only hereinafter called the "Said Building" and also the said building

has been completed and the completion certificate has been issued by the BURDWAN MUNICIPALITY.

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 Building plan vide Permit No. - SWS-OBPAS/1201/2024/1222, dated 05-11-2024 BY BURDWAN MUNICIPALITY.

1.11. SAID FLAT: Shall mean the **1 (One)BHK Unit/Flat bearing Flat No., on the Floor, Side, measuring about Sq. Ft. (A Little More or Less) of Carpet Area which denotes Sq. Ft. (A Little More or Less) of Covered Area and which means a total Super Built-Up Area (inclusive of 25% Super Built Up Area) Sq. Ft. (A Little More or Less) of the said Building in KNOWN Yogada HOUSING 2 being 1 (One) Commercial Unit/ Flat/ Car Parking Spacetotal consisting of (.....) Bedrooms, 1 (One) Hall cum Dining, 1 (One) Kitchen, 2 (Two) Toilets and 1 (ONE) BALCONY/VARANDDAH along with one Parking in the Ground Floor/Basement in the said 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" & "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 Commercial Unit/ Flat/ Car Parking Spaceor 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 RERA Act, 2016.
- 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, external and internal walls and columns, as specified in the Building plan vide Permit No. – SWS-OBPAS/1201/2024/1222, dated 05-11-2024 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 the Flats are to be sold by way of 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 Sanctioned Plan Building plan vide Permit No. – SWS-OBPAS/1201/2024/1222, dated 05-11-2024 BY BURDWAN MUNICIPALITY and in terms the Allotment Letter and in terms with the executed and entered and executed an Agreement for Sale in connection to purchase the schedule mentioned flat and in lieu of the consideration of **Rs.** paid by the Purchaser 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 Commercial Unit/ Flat/ Car 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.**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 Commercial Unit/ Flat/ Car Parking SpaceAND Parking is referred to in the "Second Schedule" with rights in common areas and benefits attributable to the said Commercial Unit/ Flat/ Car Parking SpaceAND Parking 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** Commercial Unit/ Flat/ Car Parking Spacetgether with undivided proportionate share in land attributable to the Commercial unit/ Flat AND Parking 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 PURCHASER 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 PURCHASER all that the said Commercial unit/ Flat AND Parking 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 Commercial unit/ Flat AND Parking 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 Commercial unit/ Flat AND Parking 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 Commercial unit/ Flat AND Parking 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 Commercial unit/ Flat AND Parking only but they will not claim any right/kind whatsoever right in any other flat or other portion of the "First" Schedule mentioned property and building standing thereon.

2. The Purchasers shall maintain the inner portion of the "Second" Schedule mentioned Commercial unit/ Flat AND Parking , 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 Purchaser after taking meter in his/her/their own name shall pay meter rent and electric charges at her own risk and responsibility.
4. The rights of the PURCHASERS of the "SECOND" Schedule mentioned Commercial unit/ 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 Commercial unit/ Flat AND Parking in the premises purchased or acquired by the Purchaser 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 shall pay Municipal Tax directly in his/her/their own name(s) and so long "SECOND" Schedule mentioned Flat 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 his/her/thier 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 Commercial Unit/ Flat/ Car 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 Commercial unit/ Flat AND Parking 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 PURCHASER 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 Commercial unit/ Flat AND Parking including common areas and facilities respectively.
20. The PURCHASERS CUM VENDEES shall have absolute and unfettered proprietary right to the said Commercial unit/ Flat AND Parking 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 Commercial unit/ Flat AND Parking 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 Spaces 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 Purchaser 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 OWNER 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 OWNER 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 Purchaser 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 DO TH 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 Commercial Unit/ Flat/ Car 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 Commercial Unit/ Flat/ Car 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.
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.
5. The PURCHASERS CUM VENDEES shall get the Commercial Unit/ Flat/ Car 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.
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 Commercial Unit/ Flat/ Car 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 Commercial Unit/ Flat/ Car Parking Space or elsewhere surrounding the building. The Purchasers have taken inspection of the Commercial Unit/ Flat/ Car 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.
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 "**GANESH TOWER**", 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 the Purchaser shall at her 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 which already been completed by obtaining the Completion Certificate from the Burdwan Municipality.
 - 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 change the usage of the said Flat and/or erect or construct any structure whether temporary or permanent, in the said Flat and or make any alterations, addition or improvements in the said Flat. Further not entitled to chisel or in any other cause damage to columns, beams, walls, slabs or R.C.C. or any other support.
 - m) 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 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 **Commercial Unit/ Flat/ Car Parking Space** in the **0000000000 Floor**, in **said building**, of the B+G+5 Storied Commercial Unit/ Flat/ Car Parking Space 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 DIRECTORATE OF REGISTRATION AND STAMP REVENUE DEPARTMENT, of WEST BENGAL GOVERNMENT.

The consideration amount has been settled a sum of **Rs./- Only**) and the assessed market value has been held a sum of **Rs. Only**). The Stamp duty has duly been assessed over the Government Assessed Value by the A.D.S.R. Burdwan. The present instrument has been prepared upon the stamp valued at **Rs./-** and rest payable Stamp Duty has been paid through e- Payment Mode of GRIPS Portal and Registration has been paid through 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 THE PIECE AND PARCEL OF BASTU LAND of total measuring an area of land **34.4 Decimals** which is comprising in **C.S. Khatian No. 657, R.S. Khatian No. 1822/1** appertaining to **C.S. Plot No. 2196 & R.S. Plot No. 2196**, appertaining to **L.R. Khatian No. 12129**, comprising in **L.R. Plot No. 2241** Classification of land **Bastu** (Converted from Shali to Bastu vide **Conversion Case No. CN/2022/0201/1288** as per SEC. 4C of W.B.L.R. ACT 1955 read with the provision of Rule. 5A of W.B.L.R. Rules, 1965), situated within Mouza: Goda, J.L. No. 41, within **P.S. BARDHAMAN SADAR, Sub Registration Office Burdwan and Dist. Purba Bardhaman, Holding No. 85/2** within **Ward No. 01** of **Mahalla KESHABGANJ**, within the jurisdiction of **Burdwan Municipality ON AND OVER THE NEWLY CONSTRUCTED B+G+5 STORIED RESIDENTIAL cum BUILDING SANCTIONED BY BURDWAN MUNICIPALITY NAMED AND STYLED AS "GANESH TOWER"** butted and bounded as follows: -

ON THE NORTH: Part of R.S. Plot No. 2196

ON THE SOUTH: G. T. ROAD. (approx. 75 feet wide metal road.)

ON THE EAST: COMMON ROAD.

ON THE WEST: REGENT CROWN HOUSING COMPLEX.

THE SECOND SCHEDULE ABOVE REFERRED TO:

PART-I

'SAID UNIT/FLAT'

ALL THAT PIECE AND PARCEL of theBHK Unit/Flat bearing **Flat No.** on the **Floor**, Northern Side, measuring about**Sq. Ft.** (A Little More or Less) of **Carpet Area** which denotes**Sq. Ft.** (A Little More or Less) of **Covered Area** and which means a total **Super Built-Up Area** (inclusive of 25% Super Built Up Area)**Sq. Ft.** (A Little More or Less) of the said Building in **Yogada Housing 2** being 1 (One) Commercial Unit/ Flat/ Car Parking Spacetotal consisting of 2 (Two) Bedrooms, 1 (One) Hall cum Dining, 1 (One) Kitchen, 2 (Two) Toilets and 1 (one) Balcony/**VARANDDAH ALONG WITH ONE 2/4 WHEELER PARKING SPACE HAVING RIGHT TO PARK A 2/4 WHEELER VEHICLES IN THE GROUND FLOOR/BASEMENT OF THE SAID BUILDING** 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

(SPECIFICATION OF FLAT)

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

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

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

SKIRTING AND DADO:- Vitrified Floor Tiles, 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 an 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 DEVELOPER 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 Last Page in good health and open mind on **DATE WRITTEN ABOVE**.

WITNESSES:-

1.

2.

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

drafted by me & typed in my office

Advocate
Enrollment No.
Burdwan Dist. Judges Court

SIGNATURES OF THE PURCHASERS

